

DEED OF INDEMNITY

To: Betagro Foods (Singapore) Pte. Ltd.
(the “Offeror”)

Attention: Mr. Chayadhorn Taepaisitphongse

EGGRICULTURE FOODS LTD. – Proposed Scheme of Arrangement

1. We acknowledge that:

- (a) the Offeror intends, subject to paragraph 1(d), to acquire all the Shares in the capital of the Target by way of a Scheme, substantially upon the terms and conditions set out in the Joint Announcement in the form to be appended as a schedule to the Implementation Agreement (the “Acquisition”);
- (b) the Scheme will be in accordance with the requirements of the Companies Act and the Takeovers Code, together with such additional terms and conditions as may be determined by the Offeror and the Target in their discretion and as are required to comply with the rules of the Companies Act, and the Takeovers Code, all of which will be more fully set out in a Scheme Document;
- (c) the Scheme will be proposed to all Members and will involve the following:
 - (i) the cancellation of 375,000,000 Shares (comprising 169,800,000 Shares held by RGI and all of the 205,200,000 Shares held by Shareholders other than RGI) in consideration of the Cancellation Price payable by the Offeror in cash;
 - (ii) 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 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;
 - (iii) new Shares corresponding to the cancelled shares under the Scheme will be issued to the Offeror, credited as fully paid, such that the Target will become directly wholly owned by the Offeror; and
 - (iv) the Target will make an application to the Stock Exchange for the withdrawal of the listing of the Shares on the Stock Exchange with effect immediately following the Effective Date;as more particularly described in the Joint Announcement; and
- (d) the release of the Joint Announcement is in the Offeror’s and the Target’s absolute discretion, provided that all our obligations under this undertaking will lapse if the Scheme is not announced by 6.00 p.m. (Singapore Time) on the date falling one (1)



month from the date of this Deed (or such other period as the Parties may agree in writing).

2. Subject to paragraph 1(a), and in consideration of the Offeror agreeing to make the Acquisition by way of the Scheme on terms to be set out in the Implementation Agreement, the Offeror's entry into the SSHA and the Employment Agreement, we undertake, agree and represent to and with the Offeror in the following terms:
- (a) as at the date of this undertaking, RGI is the beneficial owner of, and has all relevant authority to exercise, or to procure the exercise of, the voting rights in respect of the Relevant Shares;
 - (b) we will exercise, or procure the exercise of, the voting rights in respect of the Relevant Shares in favour of the Scheme and any other matter necessary or proposed to implement the Scheme at the Court Meeting and the EGM, except if we are required to abstain from voting the Relevant Shares pursuant to the terms of the Scheme;
 - (c) as at the date and time for determining whether any person is entitled to vote at the Court Meeting, RGI will be the beneficial owner of, and will have all relevant authority to exercise, or to procure the exercise of, the voting rights in respect of the Relevant Shares;
 - (d) from the date of this undertaking, unless and until the Scheme lapses or is withdrawn we will not:
 - (i) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any of the Relevant Shares;
 - (ii) accept any other offer in respect of any of the Relevant Shares (whether it is conditional or unconditional and irrespective of the means by which it is to be implemented); or
 - (iii) vote in favour of any scheme of arrangement of the Target which is proposed in competition with the Scheme; or
 - (iv) vote in favour of any resolution which would preclude, interfere with, frustrate or prejudice the Scheme; or
 - (v) (other than pursuant to the Scheme) enter into any agreement or arrangement or incur any obligation or give any indication of intent that might impede, interfere with, frustrate, or prejudice the Scheme or restrict our exercise (or our ability to procure the exercise) of the voting rights and our participation in the Scheme, in respect of the Relevant Shares; or
 - (vi) without the consent of the Offeror:
 - (A) directly or indirectly solicit any person other than the Offeror to make a Competing Proposal; and
 - (B) enter into any discussion with any third party who is considering making an offer and we will immediately inform the Offeror of any approach by a third party which we reasonably believe could lead to a Competing Proposal, and



provided that nothing in the foregoing shall prevent us from responding to any unsolicited proposals from any person or entity to the extent such response is necessary to comply with (I) the directions, rulings, notices or orders of any relevant Authority; and (II) any other applicable laws, rules and regulations, in so far as they apply to us; and

- (e) the Joint Announcement and the Scheme Document may incorporate a reference to us in the context of this undertaking and details of this undertaking and, in accordance with the rules of the Takeovers Code, this undertaking will be referred to and detailed in the Scheme Document and will be available for inspection on the websites of the Target and the Securities and Futures Commission of Hong Kong during the period from the date of publication of the Scheme Document up to the Effective Date and the date on which the Scheme is withdrawn or lapses (whichever is earlier);
- (f) we will supply to the Offeror for inclusion in the Scheme Document such details of our interests in securities of the Target as may be reasonably requested by the Offeror; and
- (g) to the extent that any of the Relevant Shares are not registered in our name, we will procure the relevant Members to act in accordance with the terms of this undertaking.

3. Warranties

- (a) In consideration of the Offeror agreeing to make the Acquisition by way of the Scheme on terms to be set out in the Implementation Agreement, the Offeror's entry into the SSHA and the Employment Agreement, we represent and warrant to the Offeror that the Warranties are true and accurate and not misleading as at the date of this Deed and as at the Effective Date.
- (b) Any Warranty qualified by the expression "so far as we are aware", or any similar expression shall, unless otherwise stated, refer to the actual knowledge, information, belief or awareness of any fact or matter of MCC or such knowledge he would have had after making due and careful inquiries as a director of the Target.
- (c) Each of the Warranties shall be separate and independent and shall not be limited by reference to any other Warranty or other provisions of this Deed. The Offeror shall have a separate right of action in respect of every breach of the Warranties, and such right shall continue in full force and effect even after the Effective Date.
- (d) We undertake between the date of this Deed and the Effective Date, to notify the Offeror in writing promptly of anything of which he/it becomes aware which renders or is reasonably likely to render any of the Warranties untrue, inaccurate or misleading. The Offeror shall be entitled to claim that any of the Warranties is or was untrue, inaccurate or misleading even if the Offeror knew or could have discovered on or before the Effective Date that the Warranty in question was untrue, inaccurate or misleading. The Warranties and all other provisions of this Deed, insofar as the same shall not have been performed at the Effective Date, shall not in any respect be extinguished or affected by the Scheme becoming effective, or by any other event or matter whatsoever, except by a specific and duly authorised written waiver or release by the Offeror.

4. Limitation of Liabilities. Notwithstanding any other provision of this Deed, the provisions of Schedule 4 shall apply to impose limitations on our liability for any Claims.



5. Notice

- (a) Any notice or other communication in connection with this Deed (each, a “**Notice**”) shall be:
- (i) in writing; and
 - (ii) delivered by hand, electronic mail or registered post.
- (b) A Notice to the Offeror shall be sent to the following address, or such other address as the Offeror may notify to the other Parties from time to time:
- Address: Betagro Tower (North Park)
323 Vibhavadi Rangsit Rd.
Thung Song Hong, Lak Si Bangkok 10210, Thailand
- Attention: Mr. Chayadhorn Taepaisitphongse
- Email: Chayadhornt@betagro.com
- (c) A Notice to RGI shall be sent to the following address, or such address as RGI may notify to the other Parties from time to time:
- Address: 6 Toh Yi Drive, #06-243, Toh Yi Gardens, Singapore (590006)
- Attention: Ma Chin Chew
- Email: machinchew@gmail.com
- (d) A Notice to MCC shall be sent to the following address, or such address as MCC may notify to the other Parties from time to time:
- Address: 6 Toh Yi Drive, #06-243, Toh Yi Gardens, Singapore (590006)
- Attention: Ma Chin Chew
- Email: machinchew@gmail.com
- (e) A Notice shall be effective upon receipt and shall be deemed to have been received:
- (i) If delivered by hand or registered post, at the time of delivery; or
 - (ii) if delivered by e-mail, at the time that it is received in the recipient’s inbox.

6. The following additional provisions apply to this undertaking:

- (a) all obligations under this undertaking will lapse if:
- (i) the Joint Announcement is not released in accordance with sub-paragraph 1(d);
 - (ii) the Implementation Agreement is terminated in accordance with its terms, whether by reason of non-fulfilment of the Conditions as set out in the Joint Announcement under the section headed “Conditions of the Proposal and the Scheme” or otherwise;

(iii) the Scheme lapses or is withdrawn,

provided that such lapse or termination shall be without prejudice to the rights or obligations of any Party accrued prior to such lapse or termination, or under any provision which is expressly stated not to be affected by such termination including in respect of any prior breach of this Deed;

- (b) if there is any breach of any of our obligations in this undertaking, damages alone would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach;
- (c) any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or so extended time shall be of the essence;
- (d) references in this undertaking to a person having an "interest in shares" include all interests which a person would be required to notify to the Target if he were a director of the Target;
- (e) this undertaking shall bind our respective successors;
- (f) if any one or more of the provisions contained in this undertaking shall be invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions of this undertaking shall not in any way be affected or impaired thereby;
- (g) where a word or expression is defined, cognate words or expressions shall be construed accordingly as the context may require;
- (h) a person who is not a party to this letter has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term hereunder;
- (i) this undertaking contains our entire obligations with respect to the subject matter hereof and supersedes all prior promises, covenants, representations and communications by us, whether written or oral, with respect to the subject matter hereof;
- (j) this undertaking shall be governed by and construed in accordance with the laws of Singapore;
- (k) any dispute, controversy, difference, conflict or claim arising out of or relating to this Deed or its performance, including without any limitation any question regarding its existence, validity, breach or termination thereof, shall be referred to and finally resolved by arbitration in Singapore in accordance with arbitration rules of the Singapore International Arbitration Centre ("**SIAC**") for the time being in force ("**SIAC Rules**"), which SIAC Rules are deemed to be incorporated by reference in this paragraph. The governing law of this arbitration agreement is the laws of Singapore. The seat of arbitration shall be Singapore. The tribunal shall consist of a single arbitrator to be appointed by the President of the Court of Arbitration for the time being of the SIAC. The arbitration shall be conducted wholly in the English language. The decision of the arbitrator shall be final and binding upon the Parties; and
- (l) if a dispute arises under this Deed which appears to raise common issues of law or fact with a dispute under the SSHA or Employment Agreement, then the parties to this Deed agree that the disputes will be consolidated with the tribunal first appointed being appointed as the tribunal for the consolidated proceedings.

SCHEDULE 1 DEFINITIONS

In this Deed and in the Schedules herein, the following definitions shall apply:

- “Acquisition”** : has the meaning given to it in paragraph 1(a).
- “Anti-Bribery Laws”** : means the Applicable Laws relating to anti-bribery or anti-corruption (governmental or commercial) which apply to the Group or any agent of the Group from time to time, including Applicable Laws that prohibit the payment, offer, promise, or authorisation of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any public official, government employee or commercial entity to obtain an illegitimate business advantage; including the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992 of Singapore and the Prevention of Corruption Act 1960 of Singapore and all national and international laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.
- “Anti-Money Laundering Laws”** : means all applicable anti-money laundering statutes of all jurisdictions, including, without limitation, Thailand, Singapore and Hong Kong anti-money laundering laws, the rule and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency.
- “Applicable Laws”** : means with respect to any person, any laws, rules, regulations, guidelines, directives, treaties, judgments, decrees, orders, notices or requirements of any Authority that are applicable to such person
- “Approvals”** : means any approvals, authorisations, rulings, licences, permits, consents, permissions, waivers, clearances or registrations which are required under any Applicable Law or by any Authority, in each case excluding any filing or notification to any Authority which does not require such Authority’s approval, acknowledgement, permission, consent or clearance.
- “Authority”** : means any relevant government, administrative or regulatory body, court, tribunal, arbitrator, governmental agency or authority or department (including any relevant securities exchange) and whether supranational, national, regional or local.
- “Betagro”** means Betagro Public Company Limited, a company incorporated in Thailand with limited liability and the shares of which are listed on The Stock Exchange of Thailand (Stock Code: BTG)
- “Business Day”** : means a day (other than a Saturday, Sunday or a public holiday) on which banks generally are open in Singapore, Hong Kong and Thailand for the transaction of normal banking business.
- “Cancellation Price”** : has the meaning given to it in the Joint Announcement.

"Claim"	: means any claim made against RGI arising out of or in connection with a breach of Warranties.
"Companies Act"	: means the Companies Act (as revised) of the Cayman Islands.
"Companies Ordinance"	: means the Companies Ordinance (Chapter 622 of the laws of Hong Kong).
"Competing Proposal"	<p>: means an offer or possible offer (in either case whether or not subject to pre-conditions) put forward by any third party which is not acting in concert with the Offeror in respect of, or for, the issued ordinary share capital of the Target:</p> <p>(a) the sale or possible sale of the whole or a substantial part of the assets or undertakings of the Group;</p> <p>(b) any other transaction which would, if implemented, result in a change or <i>de facto</i> change of Control of the Target; or</p> <p>(c) any transaction proposed by the Target involving a return of capital or non-routine dividend or any other distribution to the Shareholders, other than approved by the Offeror and the means the executive director of the Corporate Finance Division of the Securities and Futures Commission of Hong Kong, or any delegate of such executive director,</p> <p>in each case howsoever it is proposed that such offer, proposal or transaction be implemented (whether, without limitation, by way of scheme of arrangement, merger, business combination, dual listed company structure or otherwise).</p>
"Control"	: has the meaning given to it in the Takeovers Code.
"Court Meeting"	: means a meeting of the Shareholders to be convened at the direction of the Grand Court at which the Scheme (with or without modification) will be voted upon, or any adjournment thereof
"EBITDA"	: means earnings before interest, tax, depreciation and amortisation.
"Effective Date"	: means the date on which the Scheme becomes effective in accordance with its terms and the Companies Act.
"EGM"	: means the extraordinary general meeting of the Target: to be convened for the purpose of considering and, if thought fit, passing all necessary resolutions for, among other things, the implementation of the Scheme, or any adjournment thereof.
"Employment Agreement"	: means the new employment deed entered into between MCC and the Offeror on 15 August 2024.
"Encumbrance"	: means any lien, pledge, encumbrance, charge (fixed or floating), mortgage, third-party claim, debenture, option, right of pre-emption, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or other security interests of any kind securing any obligation of any

person or any agreement or arrangement having a similar effect.

"FY2024 Statements Date"	Financial	: means 31 March 2024.
"FY2024 Statements"	Financial	: means the consolidated audited financial statements of the Group for the financial year ended 31 March 2024.
"GEM Listing Rules"		: means the Rules Governing the Listing of Securities on GEM.
"GEM"		: means the GEM board of The Stock Exchange of Hong Kong Limited.
"Grand Court"		: means the Grand Court of the Cayman Islands.
"Group"		: means the Target, its subsidiaries and subsidiary undertakings and "a member of the Group" shall be construed accordingly.
"HY2025 Statements"	Financial	: means the consolidated unaudited financial statements of the Group for the half year ended 30 September 2024.
"Implementation Agreement"		: means the implementation agreement to be entered into between the Offeror and the Target in relation to the Scheme on or about the date of this deed.
"Intellectual Property"		: means: (a) patents, trade marks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business names and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, rights in software, knowhow, rights in designs and inventions; and (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in respect of (a).
"Joint Announcement"		: means the joint announcement to be made by the Offeror and the Target in relation to the Scheme.
"Leasehold Properties"		: means (a) 1 Lim Chu Kang Lane 9A Singapore 718845, (b) 260 Neo Tiew Crescent Singapore 718899, (c) 21 Neo Tiew Lane 1 Singapore 718788, (d) 1002 Tai Seng Avenue #01-2534 Singapore 534409 and (e) 1002 Tai Seng Avenue #01-2548 Singapore 534409.
"Licences"		: has the meaning given to it in paragraph 6.6(a) of Schedule 2.
"Material Adverse Effect"		: means an event or events, whether individually or in aggregate, occurring from the date of this Deed and up to the Effective Date, which has or have the effect of causing a diminution in: (a) the Group's half year profit before tax and fair value adjustments as derived from the HY2025 Financial Statements by more than SGD 1,033,500 (7.50% of the FY2024 Financial Statements' profit before tax of SGD 13,780,000) or (b) the Group's carrying value of the biological assets of the Group as derived from the HY2025 Financial Statements by more than SGD 10,245,000 (50% of the



FY2024 Financial Statements' carrying value of biological assets of SGD 20,490,000)

"Material Contract"	: means any material contract, undertaking, agreement or arrangement to which any member of the Group is a party that involves payment or incurrence of commitment involving aggregate capital expenditure in excess of SGD 1,000,000.
"MCC"	: means Ma Chin Chew.
"Members"	: means all members of the Target.
"Notice"	: has the meaning given to it in paragraph 5(a).
"Offer Price"	: means the price offered for each Share under the terms of the Scheme.
"Person"	: means any individual, company, corporation, general partnership, limited partnership, trust or other entity, organisation or unincorporated association, wherever constituted or located and whether or not having separate legal personality, including any governmental Authority.
"Policies"	: has the meaning given to it in paragraph 12.3(a) of Schedule 2
"Properties"	: means all real properties used, occupied or owned by the Group or in which any member of the Group has any other interest for the purpose of conducting the business.
"Proposal"	: means the proposal for the privatisation of the Target by the Offeror to be effected by way of the Scheme.
"Related Person"	: means any Person connected or related to a Person or having any relationship with the Person, including the first-named Person's family members (that is the first-named person's spouse, sibling, child (natural or adopted), parent, step-parent, step-child or step-siblings), any director, management, officer, partner or advisor accustomed to act in accordance with the first-named Person's wishes, or any Person or entity who directly or indirectly through one or more entities, controls or is controlled by or is under common control with the first-named Person or his family member(s). For the purposes of this definition only, "control" means direct or indirect ownership or control of more than 25% of the voting interests of such Person or entity.
"Relevant Shares"	: means the number of Shares specified in Schedule 5.
"RGI"	: means Radiant Grand International Limited (Company Registration No. 1966296) with registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.
"Scheme Document"	: means the composite scheme document (which shall contain, among other things, further details of the Proposal and the Target's board circular, including an explanatory statement required under Order 102, rule 20(4)(e) of the Rules of the Grand Court of the Cayman Islands 1995 (revised).

"Scheme"	:	means a scheme of arrangement under section 86 of the Companies Act for the implementation of the Proposal, with or subject to any modification, addition or condition approved or imposed by the Grand Court and agreed by the Target and the Offeror.
"SGD"	:	means Singapore dollars, the lawful currency of Singapore.
"Share Option Scheme"	:	means the share option scheme of the Target conditionally adopted by the Shareholders on 15 August 2018.
"Shareholders"	:	means a person entered in the register of members of the Target as holder from time to time of the Shares.
"Shares"	:	means the issued and ordinary shares in the capital of the Target.
"SIAC"	:	has the meaning given to it in paragraph 6(k).
"SIAC Rules"	:	has the meaning given to it in paragraph 6(k).
"SSHA"	:	means the subscription and shareholders' deed dated 15 August 2024 entered into between, <i>inter alia</i> , MCC, RGI and the Offeror.
"Stock Exchange"	:	means The Stock Exchange of Hong Kong Limited.
"Takeovers Code"	:	means, at any relevant time, the Hong Kong Code on Takeovers and Mergers in force at that time.
"Target"	:	means Eggriculture Foods Ltd (Stock Code: 8609), with registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.
"Target Shareholding Percentage"	:	means RGI's shareholding percentage in the Target immediately prior to the Scheme becoming effective in accordance with its terms and the Companies Act.
"Taxation" or "Taxes"	:	includes all forms of taxation and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, including income, withholding, stamp, goods and services tax and any other form of value-added tax, in each case whether of Singapore, Hong Kong or elsewhere in the world whenever imposed and whether chargeable directly or primarily against or attributable directly or primarily to a member of the Group or any other person and all penalties, charges, costs and interest relating thereto.
"Warranties"	:	means the representations and warranties given by each of RGI and MCC in accordance with paragraph 3 and as set out in Schedule 2 and "Warranty" shall be construed accordingly.

SCHEDULE 2 WARRANTIES

1. Capacity and Authority

- 1.1 RGI is a company duly incorporated and and validly existing in all respects under the laws of the jurisdiction of its incorporation with full power and authority to own its assets and to carry on its business as it is now being conducted and no action has been taken or threatened (whether by it or any third party) for or with a view to its or their liquidation, receivership or analogous process.
- 1.2 Each of MCC and RGI have the capacity to enter into, perform and deliver this Deed and has taken all necessary action to authorise their respective entry into, performance and delivery of this Deed.
- 1.3 This Deed when executed by each of MCC and RGI will constitute valid, legal and binding obligations enforceable against each of them in accordance with its terms.
- 1.4 The execution and delivery of this Deed by each of MCC and RGI will not result in a breach of:
- (a) any agreement, instrument or document to which it is a party or by which any of its assets are bound; or
 - (b) any order, judgment or decree of any court, governmental agency or regulatory body having jurisdiction over it.
- 1.5 No action, claim, demand, appeal, litigation, arbitration or dispute resolution proceeding, or any disciplinary or enforcement proceeding, in any jurisdiction, before or of any court, judicial, administrative or Authority, arbitrator(s) or other body is taking place, pending or threatened against each of MCC or RGI or against any of their respective assets which might have a material adverse effect on its business, assets, condition or operations taken as a whole, or might adversely affect its ability duly and punctually to perform and observe all its obligations hereunder (as the case may be).

2. Corporate Matters

- 2.1 Each member of the Group is a company duly incorporated with limited liability or otherwise established under the laws of its respective jurisdiction of incorporation, and has been validly existing and (where relevant to such jurisdiction) in good standing since incorporation. The books and records of each member of the Group have been maintained in accordance with Applicable Laws in all material respects.
- 2.2 So far as we are aware, other than in compliance with the applicable requirements under the Takeovers Code, the GEM Listing Rules and the Companies Act in respect of the Acquisition and the Scheme, neither the execution, performance nor the implementation and completion of the Acquisition and the Scheme will result in or constitute:
- (a) a violation or breach by the Target or a member of the Group of any Applicable Laws;
 - (b) a breach by the Target or a member of the Group of the terms of its constitutional documents or bye-laws; or
 - (c) a breach by the Target or, to the best of the knowledge of the Target, a member of the Group of any Material Contract, undertaking, commitment, agreement or instrument to which the Target or any member of the Group is a party, or any loan to or mortgage created by any member of the Group, or relieve any other party to a contract with any member of the Group of its obligations under such contract, or entitle such party to

terminate or modify such contract, whether summarily or by notice, or result in the creation of any Encumbrance under any agreement, licence or other instrument, or result in a breach of any order, judgment or decree of any court, governmental Authority or regulatory body to which any member of the Group is a party or by which any member of the Group or any of their respective assets is bound,

provided that there shall be no breach of this Target's Warranty if any necessary consents or waivers will have been obtained from relevant third parties before the Effective Date.

- 2.3 All directors, auditors and other officers of any member of the Group have been duly appointed in accordance with the constitutional document of such member of the Group and the Applicable Laws.
- 2.4 Save as set out in Schedule 3 of this Deed, no member of the Group owns or has any interest of any nature whatsoever in any share, debenture or other security of any kind issued by any undertaking.
- 2.5 No member of the Group is, nor has agreed to become, a member of or party to any partnership, joint venture, consortium or other unincorporated association, body or undertaking or profit or loss sharing arrangement with any other entity or business.
- 2.6 Save as set out in Schedule 3 of this Deed, no member of the Group has any branch, agency, place of business or permanent establishment.

3. Securities of the Group

- 3.1 The relevant securities of the Target in issue as at the date of this Deed comprise 500,000,000 Shares (which are fully paid up and rank *pari passu* with each other) and, save for the aforesaid, the Target has no other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) as at the date of the Implementation Agreement.
- 3.2 The Target is the legal and beneficial owner of 100 per cent. of the equity interests or (as the case may be) authorised share capital of all other members of the Group (other than as disclosed in the FY2024 Financial Statements and as set out in or annexed hereto as Schedule 3 of this Deed) and there are no Encumbrances on the shares or (as the case may be) authorised capital of any member of the Group (other than as set out in or annexed hereto as Schedule 3 of this Deed), and all transfers of shares (if any) or (as the case may be) authorised capital of any member of the Group have been effected in accordance with the constitutional document of such member of the Group and Applicable Laws.
- 3.3 All the relevant securities of any member of the Group have been duly authorised and validly allotted and issued, are fully paid-up and rank *pari passu* in all respects with each other. No member of the Group has any outstanding warrants, convertible securities or options in issue and is not subject to any actual or contingent obligation to issue or convert securities except as required or contemplated by the Implementation Agreement, and it will not announce, declare, pay or make any dividend or any distribution (in cash or in kind) to the Shareholders.
- 3.4 As at the date of this Deed:
 - (a) there are no unexercised options and no obligation to grant any options to any employees of the Group;
 - (b) no share options have been granted since the adoption of the Share Option Scheme;
 - (c) save for the Share Option Scheme, there are no other share option scheme or similar equity incentive schemes for the granting of options and/or incentives to any employees of the Group.

4. Insolvency

- 4.1 No petition has been presented, no order has been made or resolution passed for the winding up of any member of the Group or for the appointment of a liquidator or a provisional liquidator to any member of the Group. So far as we are aware, there are no grounds on which any person would be entitled to have any member of the Group wound-up, nor has any person threatened to present such petition or convened or threatened to convene a meeting of any member of the Group to consider a resolution to wind up such member of the Group.
- 4.2 No receiver, administrative receiver or similar officer has been appointed, nor any written notice given of the appointment of any such person, over the whole or part of any member of the Group's business or assets and so far as we are aware there are no grounds on which any person would be entitled to have any member of the Group placed in administration or judicial management, nor has any person threatened to present such a petition.

5. Intellectual Property

- 5.1 The Group owns or otherwise holds the rights to use all Intellectual Property of the Group which are necessary for its business as currently conducted. All Intellectual Property owned or used by the Group is valid, subsisting, enforceable and free from any licence, Encumbrance and restriction on use or disclosure obligation. So far as we are aware, nothing has been done or omitted to be done by which any of the Intellectual Property owned or used by the Group which is necessary for its business as currently conducted may cease to be valid and enforceable.
- 5.2 So far as we are aware, none of the operations of any member of the Group infringe upon any Intellectual Property held by any third party in any material respects and, so far as we are aware, there is not, and has not been in the preceding three (3) years, an actual or alleged infringement or unauthorised use of any of the Intellectual Property used by any member of the Group.
- 5.3 All application and renewal fees, costs and charges relating to the Intellectual Property of the Group necessary for its business as currently conducted have been duly paid on time and no payments have been made in excess of the rates specified under the relevant applications, contracts, agreements and/or licences (as the case may be).
- 5.4 All actions required to be taken to protect and maintain the Intellectual Property owned by the Group have been taken by the relevant deadline, and nothing is due to be done, the omission of which would jeopardise the maintenance or registration of any Intellectual Property owned by the Group.

6. General Regulatory Matters

- 6.1 Each member of the Group has conducted its business and dealt with its assets in all material respects in accordance with the requirements of Applicable Laws. So far as we are aware, there is and has been since the Target became listed on GEM, no governmental or other investigation or disciplinary proceeding concerning a member of the Group which would have a Material Adverse Effect on the Group taken as a whole and there is no such investigation or proceeding pending or threatened. So far as we are aware, no fact or circumstance exists which might reasonably be expected to give rise to an investigation, enquiry or proceeding of that type.
- 6.2 There have not been and there are no material breaches by any member of the Group of its constitutional documents.
- 6.3 So far as we are aware, and within the preceding three (3) years, no member of the Group and none of the Group's director, officer, agent, employee, affiliate or any other person acting for or on behalf of the foregoing, has violated and has been investigated by relevant Authorities in respect of a violation of, any applicable Anti-Bribery Laws, has not been investigated regarding any unlawful payment of money or anything of value (including, without limitation, any unlawful contribution, gift, entertainment or other unlawful inducement), directly or indirectly, to any person or a government official or to a political party, in each case, for the purpose of: (a) influencing any act or decision of a government official in his/her official capacity; (b) inducing such person to act (including through action or omission) in violation of the lawful duty of such person, or to enter into an agreement or arrangement with any member of the Group; (c)



securing any improper advantage; or (d) inducing such person to use his/her influence to affect or influence any act or decision of a Authority in order to assist any member of the Group in obtaining or retaining business for or with, or directing business to, any person.

6.4 So far as we are aware, and within the preceding three (3) years, no member of the Group and none of the Group's director, officer, agent, employee, affiliate or any other person acting for or on behalf of the foregoing is owned or controlled by a person that is targeted by, or the subject of, or in breach of any sanctions from time to time administered by any relevant governmental entity.

6.5 So far as we are aware and within the preceding three (3) years, the operations of all members of the Group are and have been conducted at all times in compliance with applicable Anti-Money Laundering Laws and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving any members of the Group with respect to the Anti-Money Laundering Laws is pending or threatened.

6.6 **Licences and Consents**

- (a) All statutory, municipal and other licences, consents, authorisations, orders, warrants, confirmations, permissions, certificates, approvals and authorities ("**Licences**") necessary for the carrying on of the businesses and operations of each member of the Group have been obtained, are in full force and effect and all conditions applicable to any such Target Licence have been and are being complied with in all material respects.
- (b) There is no investigation, enquiry or proceeding outstanding which is likely to result in the suspension, cancellation, modification or revocation of any of Target's Licenses. So far as we are aware, none of the Target's Licenses is likely to be suspended, cancelled, refused, modified or revoked (whether as a result of entering into the Implementation Agreement, consummating the Transaction, implementing the Scheme or otherwise).

7. **Connected Transactions**

7.1 There are no subsisting connected transactions of the Group other than those which are exempted from the reporting and announcement requirements under Chapter 20 of the GEM Listing Rules.

7.2 All transactions which have been undertaken by any member of the Group with any of the directors of any member of the Group or his Related Person:

- (a) were undertaken on arm's length terms; and
- (b) in accordance with transfer pricing requirements under Applicable Laws.

8. **Information**

8.1 All information contained in this Deed and all other information which has been given in writing by or on behalf of any member of the Group to the Offeror or any of its agents, directors, officers, representatives and advisers in the course of the due diligence or other investigation carried out by or on behalf of the Offeror prior to entering into this Deed was when given, so far as we are aware, true, complete, accurate and not misleading, and as at the date of this Deed, we are not aware of any fact or matter or circumstance which renders or will render any such information untrue or inaccurate in any respect. All material information relating to the Group has been announced on the Stock Exchange in compliance with its continuing disclosure requirements.

8.2 All information relating to the Group which have been disclosed to the Offeror for the purposes of informing the Offeror about the Group and its assets and the Target have been prepared in good faith by the Target and its agents, directors, officers, representatives and advisers, after reasonable enquiry, and the Target has not knowingly omitted any fact and is not aware of any such information being inaccurate or misleading.

9. Accounts

9.1 Latest Audited Accounts

- (a) The FY2024 Financial Statements have been properly drawn up in accordance with the IFRS Accounting Standards issued by the International Accounting Standards Board (“IASB”) and the disclosure requirements of the Companies Ordinance.
- (b) The FY2024 Financial Statements give a true and fair view of the consolidated financial position of the Group at 31 March 2024, and of its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with IFRS Accounting Standards issued the IASB and have been properly prepared in compliance with the disclosure requirements of the Companies Ordinance.

9.2 Changes since the FY2024 Financial Statements Date

There have been no changes in the financial position of the Group which have a Material Adverse Effect and, in particular:

- (a) its business has been carried on solely in the ordinary and usual course, without any material interruption or alteration in its nature, scope or manner, and so as to maintain the same as a going concern, save and except for events that may occur as a result of an act of God;
- (b) it has not entered into any transaction or assumed or incurred any liabilities (including contingent liabilities) or made any payment or given any guarantee, indemnity or suretyship not provided for in the FY2024 Financial Statements, otherwise than in the ordinary and usual course of carrying on its business;
- (c) its cash and bank balances have not been affected by transactions of an abnormal or unusual nature or entered into otherwise than on normal commercial terms and in the ordinary and usual course of carrying on business;
- (d) its profits have not been affected by changes or inconsistencies in accounting treatment, by any non-recurring items of income or expenditure, or by transactions of an abnormal or unusual nature or entered into otherwise than on normal commercial terms;
- (e) it has not entered into any unusual, long term and onerous commitments and contracts; and
- (f) none of the members of the Group has entered into or proposed to enter into any capital commitments other than in the ordinary and usual course of business.

9.3 Absence of Undisclosed Liabilities

There are no material liabilities (including material contingent liabilities) of any member of the Group which are outstanding on the part of each member of the Group, other than:

- (a) liabilities publicly disclosed and to the extent provided for in the FY2024 Financial Statements or otherwise publicly announced by the Target on the Stock Exchange thereafter;
- (b) liabilities disclosed elsewhere in the Implementation Agreement; or
- (c) liabilities incurred in the ordinary and usual course of business since the FY2024 Financial Statements Date.

9.4 Trade and Other Receivables

The trade and other receivables, including accrued revenue in the FY2024 Financial Statements are stated at figures not exceeding the amounts which could, in the circumstances existing at the date of the FY2024 Financial Statements, reasonably be expected to be realised in the ordinary and usual course of carrying on the business of the Group. No new adverse events have occurred that would give doubt as to the ability to realise all current trade and other receivables in the ordinary and usual course of business after taking into account any provision for bad and doubtful debts made in the FY2024 Financial Statements.

9.5 **Inventory**

Inventory (whether raw materials, work-in-process, or finished goods) in the FY2024 Financial Statements are stated at figures not exceeding the amounts which could, in the circumstances existing at the date of the FY2024 Financial Statements, reasonably be expected to be utilised or realised in the ordinary and usual course of carrying on the business of the Group.

10. **Contractual Arrangements**

10.1 **Contracts**

- (a) No member of the Group is, or has been, a party to any contract or transaction with a third party which:
 - (i) is outside the ordinary and usual course of business;
 - (ii) is not wholly on an arm's length basis; or
 - (iii) is of a loss-making nature that would have a Material Adverse Effect.
- (b) Except in the ordinary and usual course of business, no member of the Group:
 - (i) is, or has agreed to become a party to any agency, distributorship, marketing, purchasing, manufacturing or licensing agreement or arrangement or any agreement or arrangement which restricts its freedom to carry on its business in any part of the world in such manner as it thinks fit;
 - (ii) is, or has agreed to become, a member of any joint venture, consortium, partnership or other unincorporated association; or
 - (iii) is, or has agreed to become, a party to any agreement or arrangement for participating with others in any business, sharing commissions or other income.

10.2 **Compliance with Agreements**

All the contracts and all leases, tenancies, licences, concessions and agreements to which any member of the Group is a party are valid, binding and enforceable obligations of the relevant members of the Group, and the terms thereof have been complied with in all material respects by the relevant members of the Group. So far as we are aware, there are no circumstances likely to give rise to any breach of such contracts, leases, tenancies, licences, concessions or agreements and no notice of termination or of intention to terminate has been received in respect of any thereof.

10.3 **Customers and Suppliers**

The loss of any single customer or supplier of any member of the Group (to the extent not substituted or replaced by other customers or suppliers (as the case may be)) would not have a Material Adverse Effect.

11. Taxation Matters

11.1 Returns, information and Clearances

- (a) All returns, accounts, computations, notices and information which are or have been required to be made, given or delivered by any member of the Group for any Taxation purpose (i) have been made, given or delivered within the requisite periods or within permitted extensions of such periods; (ii) are up-to-date, complete and accurate in all material respects and made on a proper basis; and (iii) none of them is the subject of any dispute with the Taxation authority.
- (b) All Taxes assessed or imposed by any Taxation authority which have been assessed upon the Group which are due and payable on or before the Effective Date have been paid and were paid on or before the relevant due date for payment or will be paid before the relevant due date for payment. There are no Tax liens on any of the assets of the Group.

11.2 Tax Incentives

- (a) All the tax incentives and preferential tax treatment enjoyed by the Group as at the date of the Implementation Agreement will not be affected, varied, withdrawn or revoked as a result of the Transaction or the implementation of the Scheme. Each member of the Group has complied with all the conditions subject to which tax incentives have been granted to such member of the Group.
- (b) No relief (whether by way of deduction, reduction, set-off, exemption, postponement, roll-over, repayment or allowance or otherwise) from, against or in respect of any Taxation has been claimed and/or given to any member of the Group which could be effectively withdrawn, postponed, restricted, clawed back or otherwise lost as a result of any act or omission by such member of the Group.

11.3 Tax Claims

No single Claim for Taxation has been made:

- (a) in respect of or arising from any transaction effected or deemed to have been effected on or before the Effective Date; or
- (b) by reference to any income, profits or gains earned, accrued or received on or before the Effective Date;

except:

- (1) to the extent that Taxation was paid, provided for or accrued in respect thereof in the FY2024 Financial Statements or to the extent that Taxation was paid, provided for or accrued in respect thereof in any of the audited accounts or unaudited accounts or management accounts of a member of the Group or the Target on a consolidated basis up to the Effective Date; and
- (2) to the extent that such Claim arises as a result only of any provision or reserve in respect thereof being insufficient by reason of any increase in rates of Taxation made after the date hereof with retrospective effect.

For the purposes of this warranty, "Claim" means any notice, demand, assessment, letter or other document issued or action taken by the Taxation Authority or other statutory or governmental authority, body or official whosoever whereby a member of the Group is placed under a liability to make a payment on any Taxation or deprived of any relief, allowance, credit or repayment otherwise available for Taxation purposes.

11.4 Tax Audits

There is no investigation by any Taxation Authority in process or, as far as we are aware, pending with respect to any Tax returns of any member of the Group, other than queries raised by a Taxation authority in its usual review of such Tax returns by a member of the Group.

12. Assets (including Properties)

12.1 Title to Assets

- (a) All assets (including the Leasehold Properties) which are included in the FY2024 Financial Statements are the absolute property of such member of the Group and (save for those subsequently disposed of or realised in the ordinary and usual course of business) all such assets and properties and all debts which have subsequently been acquired or arisen are the absolute property of such member of the Group.
- (b) Each member of the Group has good title to all assets (including the Leasehold Properties) free from Encumbrances, save for Encumbrances in the ordinary and usual course of carrying on its business.
- (c) All such assets (including the Leasehold Properties) are, where capable of possession, in the possession of or under the control of the relevant member of the Group, or the relevant member of the Group is entitled to take possession or control of such assets.

12.2 Properties

- (a) The relevant Properties which are held under lease by a member of the Group, are held under a valid, subsisting and enforceable lease/tenancy agreement with such exceptions as do not materially interfere with the use or proposed use of such property and buildings, and there have been no past or present breaches under any of such leases.
- (b) The Properties are not, and no part thereof is, affected by any of the following matters or (so far as we are aware) is likely to become so affected:
 - (i) any outstanding order, dispute, notice or complaint or any exception, reservation, right, covenant, restriction or condition which is of an unusual nature or which affects or might in the future affect the use of the Properties for the purpose for which it is now used; or
 - (ii) any notice, order, demand, requirement or proposal made or issued by or on behalf of any Authority for compulsory acquisition, requisition, clearance, demolition, closing or otherwise, the carrying out of any work upon any building, the modification of any planning permission, the discontinuance of any use, the imposition of any building or improvement line or any other circumstances which may result in any such order or notice being made or served or which may otherwise adversely affect the Properties.
- (c) Without prejudice to the generality of the foregoing, there have been no past or present breaches or outstanding reinstatement works to be completed under the state lease No. 23319 held by the Group in respect of the premises at 1 Lim Chu Kang Lane 9A Singapore 718845.

12.3 Insurance

- (a) Each of the current insurance and indemnity policies in respect of which any member of the Group has an interest (including any active historic policies which provide cover on a losses occurring basis but excluding insurances relating to the payment of hospital and other medical expenses) (the "**Policies**") is valid and enforceable and is not void or voidable.

- (b) In respect of all Policies, all premiums have been duly paid to date.
- (c) No claims have been made or are outstanding in respect of, and as far as we are aware, no fact or circumstance exists which might give rise to a claim under, any of the Policies.
- (d) Each member of the Group has obtained all insurance required under any Applicable Laws, contract or arrangement to which it is bound or a party to (as the case may be), and such insurances obtained conform in all material respects with the requirements of such Applicable Laws, contract or arrangement and are in full force and effect.

13. Employment

13.1 Each member of the Group has in relation to each of its employees (and so far as relevant to each of its former employees) complied in all respects with:

- (a) all obligations imposed on it by all statutes, regulations and codes of conduct and practice relevant to the relations between it and its employees or any trade union, including, making deductions and payments in respect of contributions (including employer's contributions) to any relevant competent Authority;
- (b) all collective agreements and customs and practices for the time being dealing with such relations or the conditions of service of its employees; and
- (c) all relevant orders and awards made under any relevant statute, regulation or code of conduct and practice affecting the conditions of service of its employees.

13.2 Without prejudice to the generality of paragraph 13.1:

- (a) each member of the Group has complied in all material respects with the Employment Act 1968 of Singapore, the Child Development Co-Savings Act 2001 of Singapore, the Employment of Foreign Manpower Act 1990 of Singapore and the Workplace Safety and Health Act 2006 of Singapore (including their respective subsidiary legislation), including, *inter alia*, the foreign worker quota, the provisions relating to the work pass conditions of the Group's foreign workers, the termination of the Group's employees and provision of reimbursement of medical expenses to the Group's employees; and
- (b) each member of the Group has complied in all material respects with any mandatory notification and/or reporting requirements in relation to its past and present employees to the Ministry of Manpower of Singapore.

13.3 Since the FY2024 Financial Statements Date, there has been no strike, work to rule, work stoppage, work interference activity or industrial action (official or unofficial) by any employee of any member of the Group, threatened or on-going.

13.4 There are not in existence nor has any proposal been announced to establish any retirement, death or disability benefit schemes for directors or employees nor are there any obligations to or in respect of present or former directors or employees with regard to retirement, death or disability pursuant to which any member of the Group is or may become liable to make payments of a material nature and no pension or retirement or sickness gratuity of a material nature is currently being paid or has been promised by any member of the Group to or in respect of any former director or former employee.

13.5 There are no terms of employment, consultancy, appointment or contract for any employees of any member of the Group which provide that a change in control of any member of the Group (howsoever defined therein) shall entitle any employee to treat the change in control as amounting to a breach of the contract or entitling him to any payment or benefit or enhanced notice period whatsoever or entitling him to treat himself as redundant or dismissed or released from any obligation.

14. Environment

No toxic industrial waste or toxic substance (as defined in any environmental legislation) or any other toxic or hazardous gaseous, liquid or solid material or waste that may or could pose a hazard to the environment or human health or safety, is or has been present at, on or under, or has been spilt, leaked, released, deposited, discharged or disposed in the soil or water in, under, around or upon any real properties owned, leased or occupied by any member of the Group (or at any other property by any member of the Group or any of its predecessors), except where such discharge or disposal is made by the Group in compliance with all applicable laws and regulations where it carries on business, or where such spill, leakage, release, deposit, discharge or disposal would not result in any liability under any applicable laws or regulations.

15. Litigation, Arbitration or Investigations

- 15.1 As of the date of the Implementation Agreement, no litigation, arbitration or administrative proceeding is current or pending or, so far as we are aware, threatened, to restrain the entry into, exercise of the Target's rights under and/or performance or enforcement of or compliance with its obligations under the Implementation Agreement.
- 15.2 As at the date of the Implementation Agreement, no litigation, arbitration or administrative proceeding is current or pending or, so far as we are aware, threatened, against any member of the Group which has or could have a Material Adverse Effect.
- 15.3 As of the date of the Implementation Agreement, there is no investigation or enquiry by, any court, tribunal, arbitrator, governmental Authority or regulatory body outstanding or anticipated against any member of the Group which has or could have a Material Adverse Effect.



SCHEDULE 3
CORPORATE INFORMATION OF THE GROUP

Alliance Glory Ventures Limited

Company name:	Alliance Glory Ventures Limited
Date of incorporation:	5 January 2018
Company registration number:	1966301
Place of incorporation:	British Virgin Islands
Previous company names:	N/A
Registered office:	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Name of registered agent:	Vistra (BVI) Limited
Name of directors:	Ma Chin Chew
Number of secretaries:	N/A
Financial year end:	31 December
Name of auditors:	None
Principal Activities:	Investment Holding
Registered charges:	None
Maximum number of shares:	50,000 shares of a single class with a par value of US\$1.00 each.
Shareholder	Eggriculture Foods Ltd. - 10,000 ordinary shares of par value US\$1.00 each (100%)



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Business Profile (Company) of N & N AGRICULTURE PTE LTD (199608904K)

Date: 15 Aug 2024

Name of Company : N & N AGRICULTURE PTE LTD

Former Name if any : SEAPRO HOLDING PTE LTD

Date of Change of Name : 17 MAR 1998

UEN : 199608904K

Incorporation Date : 14 DEC 1996

Company Type : PRIVATE COMPANY LIMITED BY SHARES

Status of Company : LIVE COMPANY

Status Date : 14 DEC 1996

Registered Office Address : 1 LIM CHU KANG LANE 9A
SINGAPORE (718845)

Date of Address : 28 APR 2000

Date of Last AGM : 30 SEP 2023

Date of Last AR : 31 OCT 2023

FYE As At Date of Last AR : 31 MAR 2023

Business Activities

Primary Activity : LAYER FARMS (CHICKENS REARED FOR EGGS)(01423)

Primary User-Described Activity :

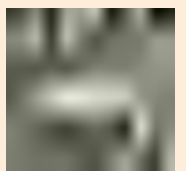
Secondary Activity : MANUFACTURE OF OTHER FOOD PRODUCTS N.E.C. (EXCEPT FOOD CHEMICALS
AND ADDITIVES)(10799)

Secondary User-Described
Activity :

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Business Profile (Company) of N & N AGRICULTURE PTE LTD (199608904K)

Date: 15 Aug 2024

Issued Share Capital

Amount	Number of Shares ¹	Currency	Share Type
10000000	10000000	SINGAPORE, DOLLARS	ORDINARY

¹ Number of Shares includes number of Treasury Shares

Paid-Up Capital

Amount	Number of Shares	Currency	Share Type
10000000	10000000	SINGAPORE, DOLLARS	ORDINARY

Company has the following Ordinary Shares held as Treasury Shares

Number of Shares	Currency
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Audit Firm(s)

Name

FORVIS MAZARS LLP

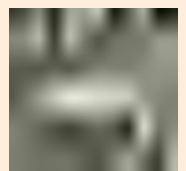
Charge(s)

Charge Number	Date Registered	Currency	Amount Secured	Chargee(s)
C201610848	26 OCT 2016		ALL MONIES	UNITED OVERSEAS BANK LIMITED

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Business Profile (Company) of N & N AGRICULTURE PTE LTD (199608904K)

Date: 15 Aug 2024

Charge(s)

Charge Number	Date Registered	Currency	Amount Secured	Chargee(s)
C201700960	26 JAN 2017		ALL MONIES	DBS BANK LTD.
C202302807	24 MAR 2023		ALL MONIES	DBS BANK LTD.

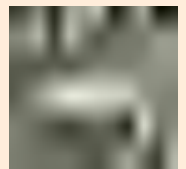
Officer(s)

Name Address	Identification Number	Nationality/ Citizenship	Position	Date of Appointment	Source of Address
MA CHIN CHEW 6 TOH YI DRIVE #06-243 TOH YI GARDENS SINGAPORE (590006)	S6806230F	SINGAPORE CITIZEN	DIRECTOR	19 JUL 2006	ACRA
CHAN LAI YIN 349 WOODLANDS AVENUE 3 #13-51 WOODLANDS VIBES SINGAPORE (730349)	SI296164B	SINGAPORE CITIZEN	SECRETARY	26 FEB 2007	ACRA

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Business Profile (Company) of N & N AGRICULTURE PTE LTD (199608904K)

Date: 15 Aug 2024

Shareholder(s)

Name	Identification Number	Nationality ² / Place of origin ³	Number of Shares	Currency	Address Changed	Source of Address
ALLIANCE GLORY VENTURES LIMITED	T18UF6318D	VIRGIN ISLANDS, BRITISH	10000000 (ORDINARY)	SINGAPORE, DOLLARS		ACRA
WICKHAMS CAY II, ROAD TOWN, TORTOLA VG1110 BRITISH VIRGIN ISLANDS						

² Includes nationality and citizenship

³ Includes place of incorporation, place of origin and place of registration

Abbreviation

UL : Local Entity not registered with ACRA

UF : Foreign Entity not registered with ACRA

AR : Annual Return

AGM : Annual General Meeting

FS : Financial Statements

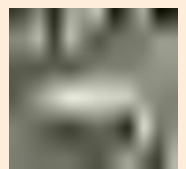
FYE : Financial Year End

OSCARS : One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

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Business Profile (Company) of N & N AGRICULTURE PTE LTD (199608904K)

Date: 15 Aug 2024

Notes

- 1 All the information provided above are extracted from lodgements filed with ACRA and/or from other government sources.
- 2 Please check to ensure that this document is issued by ACRA by:
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 - (b) visiting the verification URL at the bottom of the page, or
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TAN YONG TAT

ASST REGISTRAR OF COMPANIES & BUSINESS NAMES
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

RECEIPT NO. : ACRA240815128638

DATE : 15 AUG 2024

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Business Profile (Company) of GOLDEN HOYO PTE LTD (198903590G)

Date: 15 Aug 2024

Name of Company : GOLDEN HOYO PTE LTD

Former Name if any :

Date of Change of Name :

UEN : 198903590G

Incorporation Date : 26 AUG 1989

Company Type : PRIVATE COMPANY LIMITED BY SHARES

Status of Company : LIVE COMPANY

Status Date : 26 AUG 1989

Registered Office Address : 1002 TAI SENG AVENUE
#01-2548
SINGAPORE (534409)

Date of Address : 18 MAR 2009

Date of Last AGM : 30 SEP 2023

Date of Last AR : 30 OCT 2023

FYE As At Date of Last AR : 31 MAR 2023

Business Activities

Primary Activity : OTHER HOLDING COMPANIES(64202)

Primary User-Described Activity :

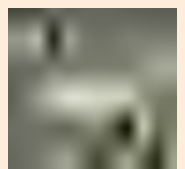
Secondary Activity :

Secondary User-Described Activity :

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Business Profile (Company) of GOLDEN HOYO PTE LTD (198903590G)

Date: 15 Aug 2024

Issued Share Capital

Amount	Number of Shares ¹	Currency	Share Type
500000	500000	SINGAPORE, DOLLARS	ORDINARY

¹ Number of Shares includes number of Treasury Shares

Paid-Up Capital

Amount	Number of Shares	Currency	Share Type
500000	500000	SINGAPORE, DOLLARS	ORDINARY

Company has the following Ordinary Shares held as Treasury Shares

Number of Shares	Currency
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Audit Firm(s)

Name

FORVIS MAZARS LLP

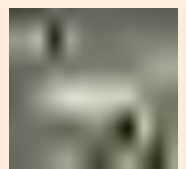
Charge(s)

Charge Number	Date Registered	Currency	Amount Secured	Chargee(s)
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Business Profile (Company) of GOLDEN HOYO PTE LTD (198903590G)

Date: 15 Aug 2024

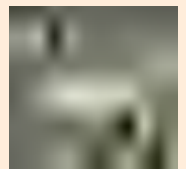
Officer(s)

Name Address	Identification Number	Nationality/ Citizenship	Position	Date of Appointment	Source of Address
MA CHIN CHEW 6 TOH YI DRIVE #06-243 TOH YI GARDENS SINGAPORE (590006)	S6806230F	SINGAPORE CITIZEN	DIRECTOR	01 MAY 2017	ACRA
CHAN LAI YIN 349 WOODLANDS AVENUE 3 #13-51 WOODLANDS VIBES SINGAPORE (730349)	S1296164B	SINGAPORE CITIZEN	SECRETARY	01 JAN 2019	ACRA

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Business Profile (Company) of GOLDEN HOYO PTE LTD (198903590G)

Date: 15 Aug 2024

Shareholder(s)

Name	Identification Number	Nationality ² / Place of origin ³	Number of Shares	Currency	Address Changed	Source of Address
------	-----------------------	--	------------------	----------	-----------------	-------------------

N & N AGRICULTURE PTE LTD	199608904K	SINGAPORE	500000 (ORDINARY)	SINGAPORE, DOLLARS		ACRA
1 LIM CHU KANG LANE 9A SINGAPORE (718845)						

² Includes nationality and citizenship

³ Includes place of incorporation, place of origin and place of registration

Abbreviation

UL : Local Entity not registered with ACRA

UF : Foreign Entity not registered with ACRA

AR : Annual Return

AGM : Annual General Meeting

FS : Financial Statements

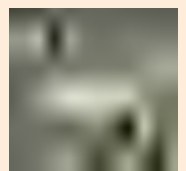
FYE : Financial Year End

OSCARS : One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

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Business Profile (Company) of GOLDEN HOYO PTE LTD (198903590G)

Date: 15 Aug 2024

Notes

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TAN YONG TAT

ASST REGISTRAR OF COMPANIES & BUSINESS NAMES
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

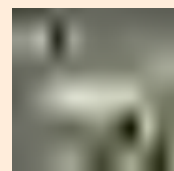
RECEIPT NO. : ACRA240815128681

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Business Profile (Company) of CHUAN SENG HUAT EGGS PTE. LTD. (201613469E)

Date: 15 Aug 2024

Name of Company : CHUAN SENG HUAT EGGS PTE. LTD.

Former Name if any :

Date of Change of Name :

UEN : 201613469E

Incorporation Date : 18 MAY 2016

Company Type : PRIVATE COMPANY LIMITED BY SHARES

Status of Company : LIVE COMPANY

Status Date : 18 MAY 2016

Registered Office Address : 1002 TAI SENG AVENUE
#01-2548
SINGAPORE (534409)

Date of Address : 18 MAY 2016

Date of Last AGM : 30 SEP 2023

Date of Last AR : 31 OCT 2023

FYE As At Date of Last AR : 31 MAR 2023

Business Activities

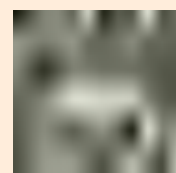
Primary Activity : MANUFACTURE OF OTHER FOOD PRODUCTS N.E.C. (EXCEPT FOOD CHEMICALS AND ADDITIVES)(10799)

Primary User-Described Activity : MANUFACTURING OF SALTED EGGS, CENTURY EGGS, TABLE EGGS AND OTHER

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Business Profile (Company) of CHUAN SENG HUAT EGGS PTE. LTD. (201613469E)

Date: 15 Aug 2024

Secondary Activity : WHOLESALE OF LIVESTOCK, MEAT, POULTRY, EGGS AND SEAFOOD (INCLUDING FRESH AND FROZEN)(46302)

Secondary User-Described Activity :

Issued Share Capital

Amount	Number of Shares ¹	Currency	Share Type
2	2	SINGAPORE, DOLLARS	ORDINARY

¹ Number of Shares includes number of Treasury Shares

Paid-Up Capital

Amount	Number of Shares	Currency	Share Type
2	2	SINGAPORE, DOLLARS	ORDINARY

Company has the following Ordinary Shares held as Treasury Shares

Number of Shares	Currency
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Audit Firm(s)

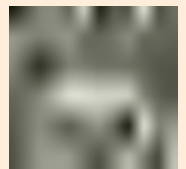
Name

FORVIS MAZARS LLP

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<https://www.acratrustbar.gov.sg/verify/tbtBFdUcd6>



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Business Profile (Company) of CHUAN SENG HUAT EGGS PTE. LTD. (201613469E)

Date: 15 Aug 2024

Charge(s)

Charge Number	Date Registered	Currency	Amount Secured	Chargee(s)
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Officer(s)

Name Address	Identification Number	Nationality/ Citizenship	Position	Date of Appointment	Source of Address
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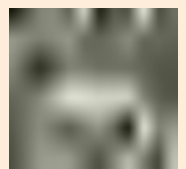
MA CHIN CHEW 6 TOH YI DRIVE #06-243 TOH YI GARDENS SINGAPORE (590006)	S6806230F	SINGAPORE CITIZEN	DIRECTOR	01 MAY 2017	ACRA
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CHAN LAI YIN 349 WOODLANDS AVENUE 3 #13-51 WOODLANDS VIBES SINGAPORE (730349)	S1296164B	SINGAPORE CITIZEN	SECRETARY	01 JAN 2019	ACRA
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Business Profile (Company) of CHUAN SENG HUAT EGGS PTE. LTD. (201613469E)

Date: 15 Aug 2024

Shareholder(s)					
Name	Identification Number	Nationality ² / Place of origin ³	Number of Shares	Currency	Address Changed
Address					Source of Address
N & N AGRICULTURE PTE LTD 1 LIM CHU KANG LANE 9A SINGAPORE (718845)	199608904K	SINGAPORE	2 (ORDINARY)	SINGAPORE, DOLLARS	ACRA

² Includes nationality and citizenship

³ Includes place of incorporation, place of origin and place of registration

Abbreviation

UL : Local Entity not registered with ACRA

UF : Foreign Entity not registered with ACRA

AR : Annual Return

AGM : Annual General Meeting

FS : Financial Statements

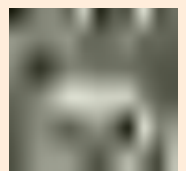
FYE : Financial Year End

OSCARS : One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

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Business Profile (Company) of CHUAN SENG HUAT EGGS PTE. LTD. (201613469E)

Date: 15 Aug 2024

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DATE : 15 AUG 2024

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Business Profile (Company) of QUAILICO EGGS PTE. LTD. (201901802K)

Date: 15 Aug 2024

Name of Company : QUAILICO EGGS PTE. LTD.

Former Name if any :

Date of Change of Name :

UEN : 201901802K

Incorporation Date : 15 JAN 2019

Company Type : PRIVATE COMPANY LIMITED BY SHARES

Status of Company : LIVE COMPANY

Status Date : 15 JAN 2019

Registered Office Address : 1 LIM CHU KANG LANE 9A
SINGAPORE (718845)

Date of Address : 15 JAN 2019

Date of Last AGM : 30 SEP 2023

Date of Last AR : 31 OCT 2023

FYE As At Date of Last AR : 31 MAR 2023

Business Activities

Primary Activity : LAYER FARMS (CHICKENS REARED FOR EGGS)(01423)

Primary User-Described Activity :

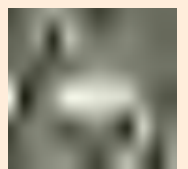
Secondary Activity : FOOD CATERERS(56200)

Secondary User-Described Activity :

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<https://www.acratrustbar.gov.sg/verify/jJHYdjP4yC>



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Business Profile (Company) of QUAILICO EGGS PTE. LTD. (201901802K)

Date: 15 Aug 2024

Issued Share Capital

Amount	Number of Shares ¹	Currency	Share Type
1	1	SINGAPORE, DOLLARS	ORDINARY

¹ Number of Shares includes number of Treasury Shares

Paid-Up Capital

Amount	Number of Shares	Currency	Share Type
1	1	SINGAPORE, DOLLARS	ORDINARY

Company has the following Ordinary Shares held as Treasury Shares

Number of Shares	Currency
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Audit Firm(s)

Name

FORVIS MAZARS LLP

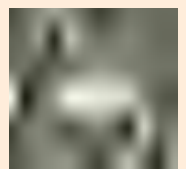
Charge(s)

Charge Number	Date Registered	Currency	Amount Secured	Chargee(s)
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Business Profile (Company) of QUAILICO EGGS PTE. LTD. (201901802K)

Date: 15 Aug 2024

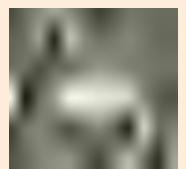
Officer(s)

Name Address	Identification Number	Nationality/ Citizenship	Position	Date of Appointment	Source of Address
MA CHIN CHEW 6 TOH YI DRIVE #06-243 TOH YI GARDENS SINGAPORE (590006)	S6806230F	SINGAPORE CITIZEN	DIRECTOR	15 JAN 2019	ACRA
CHAN LAI YIN 349 WOODLANDS AVENUE 3 #13-51 WOODLANDS VIBES SINGAPORE (730349)	S1296164B	SINGAPORE CITIZEN	SECRETARY	15 JAN 2019	ACRA

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Business Profile (Company) of QUAILICO EGGS PTE. LTD. (201901802K)

Date: 15 Aug 2024

Shareholder(s)

Name	Identification Number	Nationality ² / Place of origin ³	Number of Shares	Currency	Address Changed	Source of Address
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N & N AGRICULTURE PTE LTD	199608904K	SINGAPORE	1 (ORDINARY)	SINGAPORE, DOLLARS		ACRA
1 LIM CHU KANG LANE 9A SINGAPORE (718845)						

² Includes nationality and citizenship

³ Includes place of incorporation, place of origin and place of registration

Abbreviation

UL : Local Entity not registered with ACRA

UF : Foreign Entity not registered with ACRA

AR : Annual Return

AGM : Annual General Meeting

FS : Financial Statements

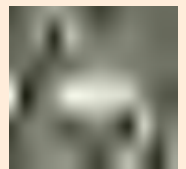
FYE : Financial Year End

OSCARS : One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

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Business Profile (Company) of QUAILICO EGGS PTE. LTD. (201901802K)

Date: 15 Aug 2024

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SINGAPORE

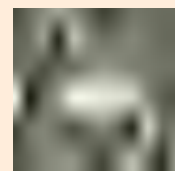
RECEIPT NO. : ACRA240815128638

DATE : 15 AUG 2024

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Business Profile (Company) of KHWAN HUP FARMING PTE LTD (198401659W)

Date: 15 Aug 2024

Name of Company : KHWAN HUP FARMING PTE LTD

Former Name if any :

Date of Change of Name :

UEN : 198401659W

Incorporation Date : 09 MAY 1984

Company Type : PRIVATE COMPANY LIMITED BY SHARES

Status of Company : LIVE COMPANY

Status Date : 09 MAY 1984

Registered Office Address : 1 LIM CHU KANG LANE 9A
SINGAPORE (718845)

Date of Address : 23 JUN 2020

Date of Last AGM : 30 SEP 2023

Date of Last AR : 30 OCT 2023

FYE As At Date of Last AR : 31 MAR 2023

Business Activities

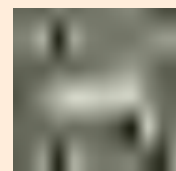
Primary Activity : MANUFACTURE OF OTHER FOOD PRODUCTS N.E.C. (EXCEPT FOOD CHEMICALS AND ADDITIVES)(10799)

Primary User-Described Activity :

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Business Profile (Company) of KHWAN HUP FARMING PTE LTD (198401659W)

Date: 15 Aug 2024

Secondary Activity : WHOLESALE OF LIVESTOCK, MEAT, POULTRY, EGGS AND SEAFOOD (INCLUDING FRESH AND FROZEN)(46302)

Secondary User-Described Activity :

Issued Share Capital

Amount	Number of Shares ¹	Currency	Share Type
200000	200000	SINGAPORE, DOLLARS	ORDINARY

¹ Number of Shares includes number of Treasury Shares

Paid-Up Capital

Amount	Number of Shares	Currency	Share Type
200000	200000	SINGAPORE, DOLLARS	ORDINARY

Company has the following Ordinary Shares held as Treasury Shares

Number of Shares	Currency
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Audit Firm(s)

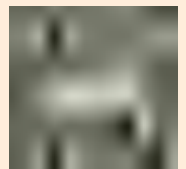
Name

FORVIS MAZARS LLP

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Whilst every endeavor is made to ensure that information provided is updated and correct, ACRA disclaims any liability for any damage or loss that may be caused as a result of any error of omission.

Business Profile (Company) of KHWAN HUP FARMING PTE LTD (198401659W)

Date: 15 Aug 2024

Charge(s)

Charge Number	Date Registered	Currency	Amount Secured	Chargee(s)
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Officer(s)

Name Address	Identification Number	Nationality/ Citizenship	Position	Date of Appointment	Source of Address
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LIM SIOK ENG 6 TOH YI DRIVE #06-243 TOH YI GARDENS SINGAPORE (590006)	S7206091A	SINGAPORE CITIZEN	DIRECTOR	24 JUN 2020	ACRA
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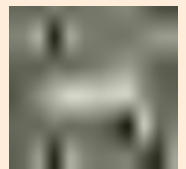
MA CHIN CHEW 6 TOH YI DRIVE #06-243 TOH YI GARDENS SINGAPORE (590006)	S6806230F	SINGAPORE CITIZEN	DIRECTOR	22 JUN 2020	ACRA
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CHAN LAI YIN 349 WOODLANDS AVENUE 3 #13-51 WOODLANDS VIBES SINGAPORE (730349)	S1296164B	SINGAPORE CITIZEN	SECRETARY	14 DEC 2020	ACRA
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Business Profile (Company) of KHWAN HUP FARMING PTE LTD (198401659W)

Date: 15 Aug 2024

Shareholder(s)

Name	Identification Number	Nationality ² / Place of origin ³	Number of Shares	Currency	Address Changed	Source of Address
------	-----------------------	--	------------------	----------	-----------------	-------------------

N & N AGRICULTURE PTE LTD	199608904K	SINGAPORE	200000 (ORDINARY)	SINGAPORE, DOLLARS		ACRA
1 LIM CHU KANG LANE 9A SINGAPORE (718845)						

² Includes nationality and citizenship

³ Includes place of incorporation, place of origin and place of registration

Abbreviation

UL : Local Entity not registered with ACRA

UF : Foreign Entity not registered with ACRA

AR : Annual Return

AGM : Annual General Meeting

FS : Financial Statements

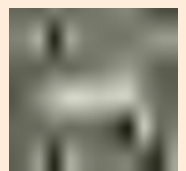
FYE : Financial Year End

OSCARS : One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

Verify Document Instantly

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<https://www.acratrustbar.gov.sg/verify/whhG2HQDjN>



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Business Profile (Company) of KHWAN HUP FARMING PTE LTD (198401659W)

Date: 15 Aug 2024

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TAN YONG TAT

ASST REGISTRAR OF COMPANIES & BUSINESS NAMES
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

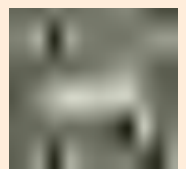
RECEIPT NO. : ACRA240815128638

DATE : 15 AUG 2024

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Business Profile (Company) of THE PASTEURIZED EGG COMPANY PTE. LTD. (201013606D)

Date: 15 Aug 2024

Name of Company : THE PASTEURIZED EGG COMPANY PTE. LTD.

Former Name if any : HHP PTE. LTD.

Date of Change of Name : 09 NOV 2012

UEN : 201013606D

Incorporation Date : 28 JUN 2010

Company Type : PRIVATE COMPANY LIMITED BY SHARES

Status of Company : LIVE COMPANY

Status Date : 28 JUN 2010

Registered Office Address : 1 LIM CHU KANG LANE 9A
SINGAPORE (718845)

Date of Address : 01 FEB 2019

Date of Last AGM : 30 SEP 2023

Date of Last AR : 31 OCT 2023

FYE As At Date of Last AR : 31 MAR 2023

Business Activities

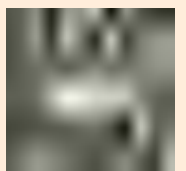
Primary Activity : PREPARING, CANNING AND PRESERVING OF POULTRY AND POULTRY PRODUCTS(10104)

Primary User-Described Activity :

Verify Document Instantly

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<https://www.acratrustbar.gov.sg/verify/hApzTw-kt2>



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Business Profile (Company) of THE PASTEURIZED EGG COMPANY PTE. LTD. (201013606D)

Date: 15 Aug 2024

Secondary Activity : WHOLESALE OF FRUITS AND VEGETABLES (INCLUDING FRESH AND FROZEN)
(46301)

Secondary User-Described Activity :

Issued Share Capital

Amount	Number of Shares ¹	Currency	Share Type
2	2	SINGAPORE, DOLLARS	ORDINARY

¹ Number of Shares includes number of Treasury Shares

Paid-Up Capital

Amount	Number of Shares	Currency	Share Type
2	2	SINGAPORE, DOLLARS	ORDINARY

Company has the following Ordinary Shares held as Treasury Shares

Number of Shares	Currency
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Audit Firm(s)

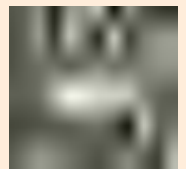
Name

FORVIS MAZARS LLP

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Business Profile (Company) of THE PASTEURIZED EGG COMPANY PTE. LTD. (201013606D)

Date: 15 Aug 2024

Charge(s)

Charge Number	Date Registered	Currency	Amount Secured	Chargee(s)
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Officer(s)

Name Address	Identification Number	Nationality/ Citizenship	Position	Date of Appointment	Source of Address
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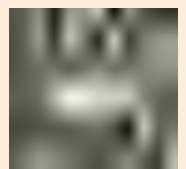
MA CHIN CHEW 6 TOH YI DRIVE #06-243 TOH YI GARDENS SINGAPORE (590006)	S6806230F	SINGAPORE CITIZEN	DIRECTOR	28 JUN 2010	ACRA
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CHAN LAI YIN 349 WOODLANDS AVENUE 3 #13-51 WOODLANDS VIBES SINGAPORE (730349)	S1296164B	SINGAPORE CITIZEN	SECRETARY	28 JUN 2010	ACRA
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Business Profile (Company) of THE PASTEURIZED EGG COMPANY PTE. LTD. (201013606D)

Date: 15 Aug 2024

Shareholder(s)

Name	Identification Number	Nationality ² / Place of origin ³	Number of Shares	Currency	Address Changed	Source of Address
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ALLIANCE GLORY VENTURES LIMITED	T18UF6318D	VIRGIN ISLANDS, BRITISH	2 (ORDINARY)	SINGAPORE, DOLLARS		ACRA
WICKHAMS CAY II, ROAD TOWN, TORTOLA VG1110 BRITISH VIRGIN ISLANDS						

² Includes nationality and citizenship

³ Includes place of incorporation, place of origin and place of registration

Abbreviation

UL : Local Entity not registered with ACRA

UF : Foreign Entity not registered with ACRA

AR : Annual Return

AGM : Annual General Meeting

FS : Financial Statements

FYE : Financial Year End

OSCARS : One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

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Business Profile (Company) of THE PASTEURIZED EGG COMPANY PTE. LTD. (201013606D)

Date: 15 Aug 2024

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ASST REGISTRAR OF COMPANIES & BUSINESS NAMES
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

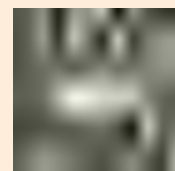
RECEIPT NO. : ACRA240815128638

DATE : 15 AUG 2024

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Business Profile (Company) of NEW GLOBAL ALLIANCE PTE. LTD. (202209353D)

Date: 15 Aug 2024

Name of Company	: NEW GLOBAL ALLIANCE PTE. LTD.
Former Name if any	:
Date of Change of Name	:
UEN	: 202209353D
Incorporation Date	: 17 MAR 2022
Company Type	: PRIVATE COMPANY LIMITED BY SHARES
Status of Company	: LIVE COMPANY
Status Date	: 17 MAR 2022
Registered Office Address	: 1 LIM CHU KANG LANE 9A SINGAPORE (718845)
Date of Address	: 17 MAR 2022
Date of Last AGM	: 29 SEP 2023
Date of Last AR	: 31 OCT 2023
FYE As At Date of Last AR	: 31 MAR 2023

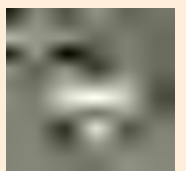
Business Activities

Primary Activity	: OTHER HOLDING COMPANIES(64202)
Primary User-Described Activity	: INVESTMENT HOLDING COMPANY
Secondary Activity	:
Secondary User-Described Activity	:

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Business Profile (Company) of NEW GLOBAL ALLIANCE PTE. LTD. (202209353D)

Date: 15 Aug 2024

Issued Share Capital

Amount	Number of Shares ¹	Currency	Share Type
450000	450000	SINGAPORE, DOLLARS	ORDINARY

¹ Number of Shares includes number of Treasury Shares

Paid-Up Capital

Amount	Number of Shares	Currency	Share Type
450000	450000	SINGAPORE, DOLLARS	ORDINARY

Company has the following Ordinary Shares held as Treasury Shares

Number of Shares	Currency
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Audit Firm(s)

Name

FORVIS MAZARS LLP

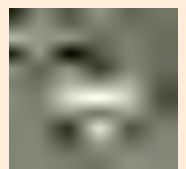
Charge(s)

Charge Number	Date Registered	Currency	Amount Secured	Chargee(s)
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Business Profile (Company) of NEW GLOBAL ALLIANCE PTE. LTD. (202209353D)

Date: 15 Aug 2024

Officer(s)					
Name Address	Identification Number	Nationality/ Citizenship	Position	Date of Appointment	Source of Address
MA CHIN CHEW 6 TOH YI DRIVE #06-243 TOH YI GARDENS SINGAPORE (590006)	S6806230F	SINGAPORE CITIZEN	DIRECTOR	17 MAR 2022	ACRA
CHAN LAI YIN 349 WOODLANDS AVENUE 3 #13-51 WOODLANDS VIBES SINGAPORE (730349)	S1296164B	SINGAPORE CITIZEN	SECRETARY	17 MAR 2022	ACRA

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Business Profile (Company) of NEW GLOBAL ALLIANCE PTE. LTD. (202209353D)

Date: 15 Aug 2024

Shareholder(s)					
Name	Identification Number	Nationality ² / Place of origin ³	Number of Shares	Currency	Address Changed
Address	Source of Address				
THE PASTEURIZED EGG COMPANY PTE. LTD. 1 LIM CHU KANG LANE 9A SINGAPORE (718845)	201013606D	SINGAPORE	292500 (ORDINARY)	SINGAPORE, DOLLARS	ACRA
PASIR PANJANG PTE. LTD. 15 SCOTTS ROAD #08-01 15 SCOTTS SINGAPORE (228218)	202123764Z	SINGAPORE	135000 (ORDINARY)	SINGAPORE, DOLLARS	ACRA
CAO HUI 57 GRANGE ROAD #19-03 GRAMERCY PARK SINGAPORE (249569)	G1085967R	CHINESE	22500 (ORDINARY)	SINGAPORE, DOLLARS	26 JAN 2024 ACRA

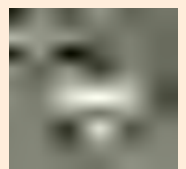
² Includes nationality and citizenship

³ Includes place of incorporation, place of origin and place of registration

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Business Profile (Company) of NEW GLOBAL ALLIANCE PTE. LTD. (202209353D)

Date: 15 Aug 2024

Abbreviation

UL	: Local Entity not registered with ACRA
UF	: Foreign Entity not registered with ACRA
AR	: Annual Return
AGM	: Annual General Meeting
FS	: Financial Statements
FYE	: Financial Year End
OSCARS	: One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

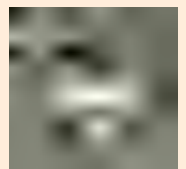
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**Business Profile (Company) of NEW GLOBAL ALLIANCE PTE.
LTD. (202209353D)**

Date: 15 Aug 2024



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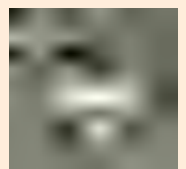
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DATE : 15 AUG 2024

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Business Profile (Company) of HOMETOWN FRUITS AND VEGETABLES TRADING PTE. LTD. (202209337C)

Date: 15 Aug 2024

Name of Company : HOMETOWN FRUITS AND VEGETABLES TRADING PTE. LTD.

Former Name if any :

Date of Change of Name :

UEN : 202209337C

Incorporation Date : 17 MAR 2022

Company Type : PRIVATE COMPANY LIMITED BY SHARES

Status of Company : LIVE COMPANY

Status Date : 17 MAR 2022

Registered Office Address : 1 LIM CHU KANG LANE 9A
SINGAPORE (718845)

Date of Address : 17 MAR 2022

Date of Last AGM : 30 SEP 2023

Date of Last AR : 30 OCT 2023

FYE As At Date of Last AR : 31 MAR 2023

Business Activities

Primary Activity : WHOLESALE OF FRUITS AND VEGETABLES (INCLUDING FRESH AND FROZEN)
(46301)

Primary User-Described Activity :

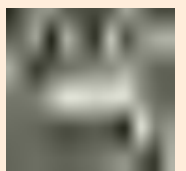
Secondary Activity : OTHER CANNING AND PRESERVING OF FRUITS AND FRUIT JUICES(10302)

Secondary User-Described Activity : OTHER CANNING AND PRESERVING OF FRUITS AND VEGETABLES

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Business Profile (Company) of HOMETOWN FRUITS AND VEGETABLES TRADING PTE. LTD. (202209337C)

Date: 15 Aug 2024

Issued Share Capital

Amount	Number of Shares ¹	Currency	Share Type
200000	200000	SINGAPORE, DOLLARS	ORDINARY

¹ Number of Shares includes number of Treasury Shares

Paid-Up Capital

Amount	Number of Shares	Currency	Share Type
200000	200000	SINGAPORE, DOLLARS	ORDINARY

Company has the following Ordinary Shares held as Treasury Shares

Number of Shares	Currency
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Audit Firm(s)

Name

FORVIS MAZARS LLP

Charge(s)

Charge Number	Date Registered	Currency	Amount Secured	Chargee(s)
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Business Profile (Company) of HOMETOWN FRUITS AND VEGETABLES TRADING PTE. LTD. (202209337C)

Date: 15 Aug 2024

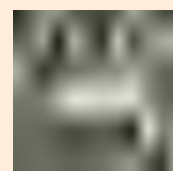
Officer(s)

Name Address	Identification Number	Nationality/ Citizenship	Position	Date of Appointment	Source of Address
MA CHIN CHEW 6 TOH YI DRIVE #06-243 TOH YI GARDENS SINGAPORE (590006)	S6806230F	SINGAPORE CITIZEN	DIRECTOR	17 MAR 2022	ACRA
CHAN LAI YIN 349 WOODLANDS AVENUE 3 #13-51 WOODLANDS VIBES SINGAPORE (730349)	S1296164B	SINGAPORE CITIZEN	SECRETARY	17 MAR 2022	ACRA

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Business Profile (Company) of HOMETOWN FRUITS AND VEGETABLES TRADING PTE. LTD. (202209337C)

Date: 15 Aug 2024

Shareholder(s)					
Name	Identification Number	Nationality ² / Place of origin ³	Number of Shares	Currency	Address Changed
Address					Source of Address
NEW GLOBAL ALLIANCE PTE. LTD.	202209353D	SINGAPORE	150000 (ORDINARY)	SINGAPORE, DOLLARS	ACRA
1 LIM CHU KANG LANE 9A SINGAPORE (718845)					
LIU LIMING	S7364761D	CHINESE	50000 (ORDINARY)	SINGAPORE, DOLLARS	08 SEP 2022
79 WEST COAST CRESCENT #14-04 THE VISION SINGAPORE (126793)					OSCARS

² Includes nationality and citizenship

³ Includes place of incorporation, place of origin and place of registration

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Business Profile (Company) of HOMETOWN FRUITS AND VEGETABLES TRADING PTE. LTD. (202209337C)

Date: 15 Aug 2024

Abbreviation

UL	: Local Entity not registered with ACRA
UF	: Foreign Entity not registered with ACRA
AR	: Annual Return
AGM	: Annual General Meeting
FS	: Financial Statements
FYE	: Financial Year End
OSCARS	: One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

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Business Profile (Company) of HOMETOWN FRUITS AND VEGETABLES TRADING PTE. LTD. (202209337C)

Date: 15 Aug 2024



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SINGAPORE

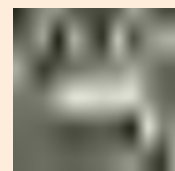
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SCHEDULE 4 LIMITATION OF LIABILITY

The provisions of this Schedule 4 shall operate to limit the liability of RGI and MCC in respect of any Claim.

1. Proportionate liability of RGI

The Parties hereby agree that RGI shall only be liable for its Target Shareholding Percentage in respect of any claims under, arising out of or in connection with a breach of the Warranties set out in paragraphs 2 to 15 of Schedule 2, whenever and on whatever basis made.

2. Maximum total liability of MCC

No liability shall attach to MCC in respect of any claims under, arising out of or in connection with a breach of the Warranties, whenever and on whatever basis made.

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).

4. Time limit for Claims

RGI shall be under no liability in respect of any Claim unless written notice of such Claim setting out details of the relevant Claim (including the grounds on which such Claim is based and, if practicable, the amount claimed to be payable in respect thereof) shall have been served upon RGI not later than 5.00 p.m. on the third anniversary of the Effective Date.

5. No double recovery and sequence of claims

5.1 RGI will not be liable in respect of a Claim to the extent that:

- (a) the loss that is the subject of such Claim has already been fully recovered in respect of any other Claim or fully compensated for by an indemnity or accounted for by way of set-off or reduction howsoever arising; or
- (b) allowance, provisions or reserve is specifically made in the FY2024 Financial Statements for the matter giving rise to the Claim.

5.2 All Claims shall be made in the following order of priority:

- (a) first, against any subsisting insurance policies of the Target and/or its subsidiaries;
- (b) second, by the payment of cash by RGI to the Offeror upon demand;
- (c) third, where the Claim cannot be satisfied in the manner set out in paragraph 5.2(b) above in full, RGI shall waive and the Offeror shall be entitled to set-off and deduct any unsatisfied portion of the Claim from any amounts due to RGI from the Offeror, including but not limited to, any dividends declared by the Offeror;
- (d) fourth, where the Claim cannot be satisfied in full in the manner set out in paragraph 5.2(b) and 5.2(c) above, the unsatisfied portion of the Claim shall be set-off and

deducted from any amounts payable by Betagro and/or its Affiliates to RGI, including in respect of any consideration for shares held by RGI in the Offeror.

6. Matters for which RGI is not liable

RGI shall not be liable for any Claim which would not have arisen but for:

- (a) any act, omission or transaction carried out before the Scheme becomes effective by RGI and/or MCC at the written direction or with the written approval of the Offeror;
- (b) any act, omission or transaction of the Offeror after the Scheme becomes effective, provided that RGI and/or MCC had not, directly or indirectly, participated in or procured such act, omission or transaction;
- (c) any changes in legislation, law, rule, regulation or administrative practice of any government, governmental department, agency or regulatory body including (without prejudice to the generality of the foregoing) any changes in interpretation or application of legislation, increase in the rates of Taxation or any imposition of Taxation or any withdrawal of relief from Taxation not actually (or prospectively); and/or
- (d) any change in accounting or Taxation policy, bases or practice of the Group introduced or having effect after the Scheme becoming effective.

7. Notification of Claims

A breach of any Warranty under this Deed which is capable of remedy shall not entitle the Offeror to compensation unless RGI and/or MCC are given written notice of the breach by Offeror and such breach (if capable of remedy) is not remedied to the Offeror's satisfaction, in its sole and absolute discretion, within 15 Business Days after the date on which such notice is served on the RGI and/or MCC subject to the extension at the sole discretion of the Offeror.

RGI and MCC hereby agree that any notice given by the Offeror to RGI or MCC shall be deemed to be duly given to both RGI and MCC and the Offeror shall not be bound to inquire as to whether any such notice is actually given to RGI or MCC (as the case may be).

8. Fraud

None of the limitations contained in this Schedule 4 shall apply to any Claim which arises or is increased, or to the extent which it arises or is increased, as a consequence of, or which is delayed as a result of fraud, willful misconduct, willful default or willful concealment by RGI and/or MCC or any of their respective advisers, consultants, agents, employees, directors, officers or other representatives.

9. Mitigation of losses

The Offeror shall procure and ensure that all reasonable steps are taken and all reasonable assistance is given to avoid or mitigate any Claim.



SCHEDULE 5
THE RELEVANT SHARES

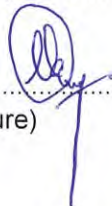

<i>Exact name(s) and address(es) of registered holders as appearing on the Register of Members</i>	<i>Exact name(s) and address(es) of beneficial owner (if different from registered holder)</i>	<i>No. of Relevant Shares</i>
Radiant Grand International Limited.	Not applicable	294,800,000




We understand and confirm that:

- (i) this Deed is legally binding; and
- (ii) until the Joint Announcement is released, the fact that the Acquisition is under consideration is inside information and must be treated in the strictest confidence in accordance with the applicable laws (including but not limited to the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong), the Takeovers Code and the GEM Listing Rules), the breach of which, or any dealing in securities of the Offeror or the Target, could constitute a criminal offence under the relevant insider dealing or market abuse provisions contained thereunder.

Signed, sealed and delivered as a)
deed by **Ma Chin Chew**)
in the presence of:)
)

(Signature)  

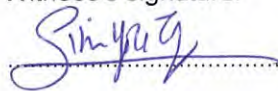
Witness's signature:



Signed, sealed and delivered as a)
deed by **Ma Chin Chew** for and on)
behalf of **Radiant Grand**)
International Limited)
in the presence of:

(Signature)  

Witness's signature:



Acknowledged and accepted by:

.....
Name:
For and on behalf of
Betagro Public Company Limited

We understand and confirm that:

- (i) this Deed is legally binding; and
- (ii) until the Joint Announcement is released, the fact that the Acquisition is under consideration is inside information and must be treated in the strictest confidence in accordance with the applicable laws (including but not limited to the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong), the Takeovers Code and the GEM Listing Rules), the breach of which, or any dealing in securities of the Offeror or the Target, could constitute a criminal offence under the relevant insider dealing or market abuse provisions contained thereunder.

Signed, sealed and delivered as a)
deed by **Ma Chin Chew**)
in the presence of:) (Signature)
)

Witness's signature:


.....

Signed, sealed and delivered as a)
deed by **Ma Chin Chew** for and on)
behalf of **Radiant Grand**) (Signature)
International Limited)
in the presence of:

Witness's signature:

.....

Acknowledged and accepted by:


.....
Name: Chayadhorn Taepaisitphongse
For and on behalf of
Betagro Public Company Limited