

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

BETWEEN:

- (1) **BETAGRO PUBLIC COMPANY LIMITED** (Company Registration No. 0107539000022), a company incorporated in Thailand and having its registered office at Betagro Tower (North Park), 323 Vibhavadi Rangsit Rd., Thung Song Hong Sub-district, Lak Si District, Bangkok 10210, Thailand ("**BTG**");
- (2) **RADIANT GRAND INTERNATIONAL LIMITED** (Company Registration No. 1966296), a company incorporated in the British Virgin Islands and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("**RGI**");
- (3) **MA CHIN CHEW** (Identification No. S6806230F), a Singapore citizen and having his residential address at 6 Toh Yi Drive, #06-243, Toh Yi Gardens, Singapore 590006 ("**MCC**"); and
- (4) **BETAGRO FOODS (SINGAPORE) PTE. LTD.** (Company Registration No. 202432893N), a company incorporated in Singapore and having its registered office at 1 Lim Chu Kang Lane 9A Singapore 718845 ("**Company**"),

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

WHEREAS:

- (A) The Parties have entered into a Subscription and Shareholders' Deed dated 15 August 2024 (the "**SSHA**") (i) to record the terms of the incorporation of the Company and the conduct of the Scheme (as defined in the SSHA); and (ii) to set out the respective rights and obligations of the Parties.
- (B) The Parties have agreed to enter into this Deed to amend, modify and supplement the SSHA as set out herein, with effect on and from the date of this Deed.

IT IS AGREED as follows:

1. AMENDMENTS TO THE SSHA

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

"**Offer Price**" : ~~means the price offered for each Listco Share under the terms of the Scheme~~means HK\$1.103 payable in respect of each Listco Share held by RGI, in accordance with the terms of the Scheme.

(b) by amending clause 4.2.1(a) of the SSHA to reflect the additions as indicated by the underlined text and deletions as indicated by the deleted text as follows:

“(a) it shall receive the sum of HK\$~~204,213,000~~187,289,400, as part of the aggregate Offer Price payable by the Company in respect of RGI’s Listco Shares, in accordance with the settlement timeline prescribed under the Code and the terms of the Scheme (“**Cash Consideration**”); and”

(c) by amending clause 5.1.1 of the SSHA to reflect the additions as indicated by the underlined text and deletions as indicated by the deleted text as follows:

“Subject to Clause 5.3, any amount advanced by BTG for the purposes of settlement of the ~~Offer Price~~aggregate consideration offered for all Listco Shares pursuant to the terms of the Scheme on behalf of the Company shall be deemed to be an inter-company advance and immediately capitalised by the issue of new Shares to BTG at the issue price of ~~S\$1 per Share~~as may be determined by the Board subject to Clause 5.3.”

(d) by amending clause 5.2.1(a) of the SSHA to reflect the additions as indicated by the underlined text and deletions as indicated by the deleted text as follows:

“Subject to the Scheme becoming effective and to Clause 5.3:

(a) RGI shall subscribe for such number of new Shares (the “**Rollover Shares**”) at an issue price of ~~S\$1 per Share~~as may be determined by the Board, which shall be settled by the Company capitalising the Reinvestment Amount; and”

(e) by amending Clause 5.3.1 of the SSHA to reflect the additions as indicated by the underlined text and deletions as indicated by the deleted text as follows:

“The new Shares to be issued pursuant to this Clause ~~45~~ shall result in BTG and RGI continuing to respectively hold 75% and 25% of the issued Shares upon the Scheme becoming effective. Accordingly, the issue prices under Clauses 5.1.1 and 5.2.1 shall be adjusted where necessary to achieve the desired relative shareholding.”

(f) by amending part B of schedule 1 of the SSHA to reflect the additions as indicated by the underlined text and deletions as indicated by the deleted text as set out in Schedule 1 to this Deed.

2. GENERAL

2.1. This Deed shall be deemed to be an integral part of the SSHA. Except to the extent expressly amended and/or supplemented by the provisions of this Deed, the terms and conditions of the SSHA shall continue in full force and effect in all other respects. Nothing in this Deed shall vary any liability or obligation of any Party under the SSHA other than to the extent specified herein.

2.2. In the event of any conflict or inconsistency between any of the terms of this Deed with any of the terms of the SSHA, the terms of this Deed shall prevail and the SSHA as amended or supplemented by this Deed, shall be deemed to have been amended to the extent necessary to give effect to the terms of this Deed.

2.3. Clauses 19 (*Termination*), 20 (*Confidentiality*) and 21 (*General*) of the SSHA shall apply to this Deed *mutatis mutandis*.

SCHEDULE 1
SHAREHOLDING STRUCTURE OF THE COMPANY

Part B – Completion of subscription of Rollover Shares

Shareholder	Ordinary Shares	Shareholding Percentage
BTG	<u>76,484,585</u> <u>74,177,990</u>	75.00%
RGI	<u>25,494,861</u> <u>24,725,997</u>	25.00%

IN WITNESS WHEREOF this Deed is duly executed and delivered as a deed on the day and year first before written.

BTG

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

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)



Director

in the presence of:

Nattawut

Witness' signature

Name: Nattawut Kongarttakarn

Address: 56/293 Sukhumvit 42

(Khekhanchang, Klongtoei Bangkok
10110 Thailand)

RGI

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

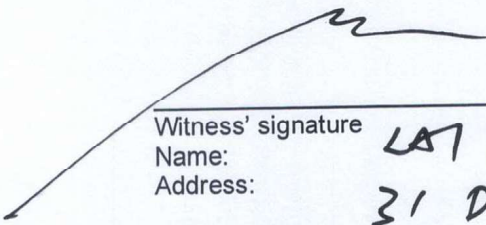
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)
)
)



Director

in the presence of:

Witness' signature
Name:
Address:


LAT SENG KWON
31 DUNEAKEN CLOSE
SINGAPORE 291592



MCC

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

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)



Director

in the presence of:

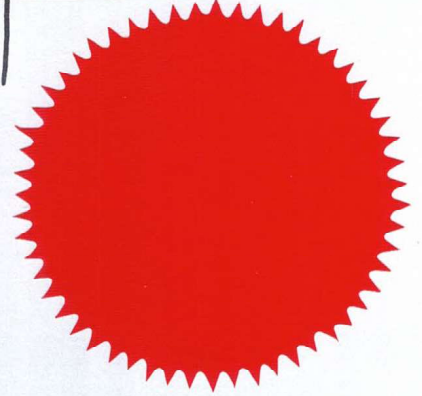


Witness' signature

Name:


Address:

LAM XENG KWON
31 DUNEARN CLOSE
SINGAPORE 299582



Company

SIGNED, SEALED AND DELIVERED as a deed
for and on behalf of
BETAGRO FOODS (SINGAPORE) PTE. LTD.

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) 

Director

in the presence of:

Nattawut

Witness' signature

Name: Nattawut Kongarttakarn

Address:

56/233 Sukhumvit 42
Phraekhanong, Klongtoei, Bangkok
10110 Thailand