

Execution

DATED 21ST DAY OF JULY 2020

AGRIA GROUP LIMITED
(the “Borrower” or the “Chargor”)

(1)

- and -

MAO XING LIMITED
(the “Lender”)

(2)

SUPPLEMENTAL LOAN AGREEMENT
in respect of a loan in the amount of US\$10,000,000.00

Patrick Mak & Tse
Rooms 901-905
9th Floor, Wing On Centre
111 Connaught Road Central
Hong Kong
Tel : (852) 2850 6336
Fax : (852) 2850 6086

SUPPLEMENTAL LOAN AGREEMENT

THIS SUPPLEMENTAL LOAN AGREEMENT is made on the 21st day of July 2020

BETWEEN:

- (1) **AGRIA GROUP LIMITED**, a company incorporated in the British Virgin Islands with limited liability (Company No.: 665751), whose registered address is located at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands and the correspondence address in Hong Kong is located at 12/F, Phase 1, Austin Tower, 22-26A Austin Avenue, Tsim Sha Tsui, Kowloon, Hong Kong (the “**Borrower**” or the “**Chargor**”); and
- (2) **MAO XING LIMITED**, a company incorporated in the British Virgin Islands with limited liability (Company No.: 1569399), whose registered office is located at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands and the correspondence address in Hong Kong is located at 12/F, Phase 1, Austin Tower, 22-26A Austin Avenue, Tsim Sha Tsui, Kowloon, Hong Kong (the “**Lender**”).

RECITALS:

- (A) The parties hereto entered into a loan agreement dated 9 May 2019 (the “**2019 Loan Agreement**”) in relation to a loan in the principal amount of US\$10,000,000.00 (the “**Loan**”) on the terms and conditions set out in the 2019 Loan Agreement.
- (B) As at the date of this Supplemental Loan Agreement, the outstanding principal of the Loan is US\$10,000,000.00.
- (C) Subject to the fulfillment of Conditions Precedent as stipulated in clause 3 of this Supplemental Loan Agreement, the parties hereto have agreed to vary the terms of the 2019 Loan Agreement in the manner contained herein.

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

Unless the context requires otherwise, terms and expressions defined and construed in the 2019 Loan Agreement shall have the same meanings and construction when used in this Supplemental Loan Agreement.

2. EFFECT

- 2.1 With effect from fulfilment of the conditions precedent as set out in clause 3 below, the 2019 Loan Agreement shall be amended as set out in Clause 4 hereinbelow and

any reference in the 2019 Loan Agreement or in any related agreement or document to any provision of the 2019 Loan Agreement shall, unless the context otherwise requires, be construed as a reference to such provision as the same has been amended pursuant to the provisions of this Supplemental Loan Agreement or may otherwise have been, or from time to time be, amended or supplemented. For the avoidance of the doubt, the effective date of this Supplemental Loan Agreement (the “**Effective Date**”) shall be the date upon which all the conditions precedent as set out in clause 3 below have been fulfilled (or otherwise waived);

- 2.2 Upon this Supplemental Loan Agreement becoming effective, this Supplemental Loan Agreement shall be construed as forming part of the 2019 Loan Agreement and this Supplemental Loan Agreement when read with the 2019 Loan Agreement shall be construed as one and the same instrument.
- 2.3 Save as otherwise expressly provided in this Supplemental Loan Agreement, the 2019 Loan Agreement shall continue in full force and effect with its terms.
- 2.4 Each of the parties hereto hereby agrees and consents to the making of the amendment described in Clause 4 hereinbelow.

3. CONDITIONS PRECEDENT

The Loan shall only be continuously available to the Borrower (upon and subject to the terms and conditions contained herein) provided no Event of Default (as defined in the 2019 Loan Agreement) shall have occurred and subject to the fulfillment of the following conditions precedent (which have not otherwise been waived):-

- (a) the Lender being satisfied with the results of all technical, legal, financial and operational due diligence on the Borrower and there has been no Material Adverse Effect since the date of signing of this Supplemental Loan Agreement;
- (b) all necessary consents, approvals, authorisations and licenses in relation to the Loan (including without limitation to the independent shareholders’ approval of Softpower) having been obtained;
- (c) all authorisations have been obtained and all necessary filings, registrations and other formalities (including without limitation, the approval requirements under the Listing Rules and applicable laws and rules of Hong Kong) have been or will be completed in order to ensure that this Supplemental Loan Agreement are valid and enforceable; and
- (d) the board of directors of both the Borrower and Softpower having approved this Supplemental Loan Agreement and the transactions contemplated thereunder, and the Lender shall have received (in form and substance satisfactory to the Lender) certified true copies of the resolutions of the sole director and sole shareholder of the Borrower authorizing the transactions contemplated under this Supplemental Loan Agreement.

4. VARIATION

Subject to the fulfilment of Conditions Precedent as stipulated in clause 3 of this Supplemental Loan Agreement, the parties hereto agree and consent to the following amendments of the 2019 Loan Agreement to the effect that the following clauses shall be construed as forming part of the 2019 Loan Agreement in lieu of the respective recitals, definitions, clauses and schedules originally set out in the 2019 Loan Agreement:

Clause 4.3 of the 2019 Loan Agreement

By deleting in its entirety the Clause 4.3 of the 2019 Loan Agreement and substituting therefore the following new Clause 4.3:

“The interest rate for each Interest Period accrued for the period from the Effective Date of the 2019 Loan Agreement to the Effective Date shall be ten point five per cent (10.5%) of the Loan per annum, which shall be paid by the Borrower in accordance with Clause 4.2. The Borrower shall pay the Lender interest on the Loan on the last Banking Day of each Interest Period.

Interest of the Loan shall be charged on the principal amount drawn down and outstanding under the Loan for the period commencing from the Effective Date at the rate of five point five per cent (5.5%) of the Loan per annum.”

All interest shall be calculated on the basis of actual number of days elapsed and 365 days a year”

5. SHARE CHARGE

5.1 In consideration of the continuation of the provision of the Loan pursuant to the terms and conditions of this Supplemental Loan Agreement, the Borrower as the Chargor further covenants and undertakes to execute as security to the Loan a share charge (the “**Share Charge**”) of even date in favour of the Lender charging 19,301,741 shares legally and beneficially owned by the Borrower in Agria Asia Investments Limited (“**AAIL**”), a company incorporated in the British Virgin Islands with limited liability (Company Registration No. 1511745) whose registered address is situated at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, representing twenty per cent (20%) of the entire issued share capital of AAIL.

5.2 The Share Charge shall take effect on the Effective Date of this Supplemental Loan Agreement.

6. GENERAL PROVISIONS

6.1 Entire Agreement: This Supplemental Loan Agreement (together with any document described in or expressed to be entered into in connection with this Supplemental Loan Agreement) constitutes the entire agreement between the parties hereto in relation to the transaction(s) referred to it or in them and supersedes any previous agreement between the parties hereto in relation to such transaction(s).

- 6.2 Counterparts: This Supplemental Loan Agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement. Any party hereto may enter into this Supplemental Loan Agreement by executing any such counterpart.
- 6.3 Governing Law and Jurisdiction: This Supplemental Loan Agreement (together with all documents referred to in it) shall be governed by and construed and take effect in accordance with the laws of Hong Kong. With respect to any question, dispute, suit, action or proceedings arising out of or in connection with this Supplemental Loan Agreement, each party irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.
- 6.4 Third Party Rights: A person who is not a party to this Supplemental Loan Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any term of this Supplemental Loan Agreement.
- 6.5 Independent Legal Advice: The Borrower and all signing parties of the 2019 Loan Agreement and the Supplemental Loan Agreement acknowledge that Messrs. Patrick Mak and Tse are acting for the Lender only with respect of this Supplemental Loan Agreement and the transactions contemplated hereunder. The Borrower and all signing parties of the 2019 Loan Agreement and this Supplemental Loan Agreement further acknowledge and confirm that they have been advised to seek independent legal advice before execution of this Supplemental Loan Agreement.

EXECUTION PAGE

IN WITNESS whereof the parties have executed this Supplemental Loan Agreement the day and year first above written.

The Lender

SIGNED BY *Lai Guenglin*

For and on behalf of
AGRIA GROUP LIMITED

In the presence of :

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The Borrower

SIGNED BY *Chow Hui Koon*


For and on behalf of

MAO XING LIMITED

In the presence of :

2.

Flare Chor



Acknowledged by:

The Guarantor

SIGNED BY *Lei Guanglin*

For and on behalf of
AGRIA CORPORATION

In the presence of :

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Long Ma