



บริษัท ประชาอาภรณ์ จำกัด (มหาชน)
PEOPLE'S GARMENT PUBLIC COMPANY LIMITED

Tor Hor. 017/2024

18 October 2024

Subject Notification on receiving of the form of the Announcement of Intention to Make a Tender Offer of People's Garment Public Company Limited (Form 247-3)

To The President,
The Stock Exchange of Thailand

Enclosure Copy of the Announcement of Intention to Make a Tender Offer of People's Garment Public Company Limited (Form 247-3)

We, People's Garment Public Company Limited (the "Company") would like to inform that on 18 October 2024, the Company has received a Copy of the Announcement of Intention to Make a Tender Offer of the Company (Form 247-3) from Saha Pathana Inter-Holding Public Company Limited as the Announcer of Intention for the tender offer of ordinary shares of the Company, amounting to 55,303,236 shares (equivalent to 57.61 percent of the total issued and paid-up ordinary shares and all voting rights of the Company).

In this regard, the Company would like to disclose the information memorandum to the Stock Exchange of Thailand, shareholders, and general investors as the details set out in the Enclosure.

Please be informed accordingly

Yours Sincerely,

People's Garment Public Company Limited

Mrs. Sunan Niyommaitham

Director

Authorized Persons to Disclose Information





(Translation)

REF. KorThor. No. 0256/2567

18 October 2024

Subject: Submission of Form of the Announcement of Intention to Make a Tender Offer for People's Garment Public Company Limited (Form 247-3)

To: The Secretary-General, the Securities and Exchange Commission
The President, the Stock Exchange of Thailand
The Board of Directors, People's Garment Public Company Limited

Enclosure: The form of the Announcement of Intention to Make a Tender Offer (Form 247-3)

The Board of Directors Meeting of Saha Pathana Inter-Holding Public Company Limited ("SPI" or the "Company") No. 5 (Board # 31), which was held on 17 October 2024, resolved to approve the acquisition of the ordinary shares in People's Garment Public Company Limited ("PG" or the "Target") in the amount of 27,468,098 shares, representing 28.61 percent of the total issued and paid-up shares and all voting rights in PG from certain of the shareholders of the PG (collectively, the "Transaction") as detailed in the Information Memorandum on the acquisition of asset which SPI has disclosed to the Stock Exchange of Thailand on 17 October 2024.

In this regard, the Transaction has been completed on 17 October 2024, as a result SPI increased the number of shares held in PG from 13,228,666 shares, representing 13.78 percent of the total issued and paid-up shares and all voting rights in PG to 40,696,764 shares, representing 42.39 percent of the total issued and paid-up shares and all voting rights in PG, which will result in the shareholding of the Company after the acquisition of ordinary shares in PG exceeding the trigger point to make a Mandatory Tender Offer. The offer price is THB 9 per share, which is the same price as the purchase price under the Share Purchase Transaction, and the net price to be received by the offeree will be THB 8.9759250 per share. The tender period will start on 30 October 2024 and end on 3 December 2024, with a payment date of on 6 December 2024.

Therefore, the Company would like to submit the form of the Announcement of Intention to Make a Tender Offer (Form 247-3) to the Office of the Securities and Exchange Commission, the Stock Exchange of Thailand, and the Board of Directors of PG pursuant to the Notification of Capital Market Supervisory Board No. TorJor. 12/2554 Re: Rules, Conditions, and Procedures for the Acquisition of Securities of Business Takeovers dated on 13 May 2011 (as amended) (collectively, the "Tender Offer Transaction"). Details of which are set out in the Enclosure.

Please be informed accordingly.

Yours Sincerely,



(Mr. Vichai Kulsomphob)

Chief Executive Officer

Saha Pathana Inter-Holding Public Company Limited

REGISTRATION NO. SAHA PATHANA INTER-HOLDING PLC.
ทะเบียนเลขที่ 530 SOI SATHUPRADIT 58, BANGPONGPANG,
0107537001340 YANNAWA, BANGKOK 10120 THAILAND

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เขตยานนาวา กรุงเทพมหานคร 10120

No. Tor.Tor. 671/2567

18 October 2024

Subject: Submission of Form of the Announcement of Intention to Make a Tender Offer of People's Garment Public Company Limited (Form 247-3)

To: The Secretary – General, the Securities and Exchange Commission
The President, the Stock Exchange of Thailand
The Board of Directors, People's Garment Public Company Limited

Enclosure: The Form of the Announcement of Intention to Make a Tender Offer of People's Garment Public Company Limited (Form 247-3)

The Board of Directors Meeting of Saha Pathana Inter-Holding Public Company Limited ("SPI" or the "Company") No. 5/2024 (Board #31), which was held on 17 October 2024, resolved to approve the acquisition of the ordinary shares in People's Garment Public Company Limited ("PG" or the "Target") in the amount of 27,468,098 shares, representing 28.61 percent of the total issued and paid-up ordinary shares and all voting rights of the Target from some of the shareholders of the Target (collectively, the "Transaction") as detailed in the Information Memorandum on the Acquisition of Asset which SPI has disclosed to the Stock Exchange of Thailand on 17 October 2024.

In this regard, the Transaction has been completed on 17 October 2024, as a result SPI increased the number of shares held in the Target from 13,228,666 shares, representing 13.78 percent of the total issued and paid-up shares and all voting rights in the Target to 40,696,764 shares, representing 42.39 percent of the total issued and paid-up shares and all voting rights in the Target, which will result in the shareholding of the Company after the acquisition of ordinary shares in the Target exceeding the trigger point to make a Mandatory Tender Offer.

Bangkok Bank Public Company Limited, as the tender offer preparer, would like to submit the Form of the Announcement of Intention to Make a Tender Offer (Form 247-3) to the Office of the Securities and Exchange Commission, the Stock Exchange of Thailand, and the Board of Directors of PG pursuant to the Notification of Capital Market Supervisory Board No. TorJor. 12/2554 Re: Rules, Conditions and Procedures for the Acquisition of Securities of Business Takeovers dated on 13 May 2011 (as amended) (collectively, the "Tender Offer Transaction"). Details of which are set out in the Enclosure.

Please be informed accordingly.

Yours Sincerely,



(Mr. Prasert Deejongkit)

Executive Vice President, Manager, Corporate Finance Department, Merchant Banking Division
Bangkok Bank Public Company Limited
Preparer of Tender Offer

Announcement of Intention to Make a Tender Offer

1. **Submission Date:** 18 October 2024
2. **Name(s) of the person(s) announcing the intention to make the tender offer (specify all co Tender Offerors)**
- Name: Saha Pathana Inter-Holding Public Company Limited (“SPI” or “the Company”)
- Address: 530 Soi Sathupradit 58, Bangpongpan, Yannawa, Bangkok 10120
- Telephone: 02-293-0030
3. **The tender offer is intended for an acquisition of the securities of:**
- People’s Garment Public Company Limited (“PG” or the “Target”)
4. **Details of the securities for which a tender offer will be made**
- a tender offer for all securities of the Target
- a partial tender offer in accordance with Part 5 of the Notification of the Securities and Exchange Commission No. Tor.Jor 12/2554

Class	Series	No. of Securities Tendered (Share/Unit)	Percentage of securities to be offered in comparison of		Expected offering price per unit (Baht)	Offering amount (Baht)
			Total number of outstanding securities of that class/issue ¹	Total voting rights of the Target		
Ordinary shares	-	55,303,236	96,000,000	57.61	9.0	497,729,124
Preferred shares	-	-	-	-	-	-
Warrants	-	-	-		-	-
Convertible debentures	-	-	-		-	-
Other securities (if any)	-	-	-		-	-
Total				57.61		497,729,124

¹ In case of shares, regardless of class or series, the total number of outstanding securities = ordinary shares + preferred shares - shares repurchased by the Target (Treasury shares) and are outstanding at the end of a month prior to the month in which the announcement of the intention to make a tender offer is submitted.

(Translation)

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5. Securities held prior to making the tender offer and securities to be acquired under any other agreements
(As of the submission date of the announcement of intention)

5.1 Shares

Name	Class of shares	Number of shares	Percentage in comparison with the total number of outstanding shares of the Target ²	Percentage in comparison with the total voting rights of the Target
I. Person who makes the announcement	Ordinary	40,696,764	42.39	42.39
II. Persons in the same group as the person who makes the announcement	-	-	-	-
III. Related parties under Section 258 of the persons under I and II	-	-	-	-
IV. Other agreements to result in additional acquisition of shares by the persons under I to III	-	-	-	-
	Total	40,696,764	42.39	42.39

5.2 Convertible Securities

-None-

6. Name of the tender offer preparer: Bangkok Bank Public Company Limited
7. Name (s) of other advisor(s) (if any): Kudun and Partners Company Limited
(Legal Advisor)
8. Expected date for the official submission of the tender offer³: within 29 October 2024
9. Essence of the contract/agreement/memorandum of understanding entered into by the person making the announcement of intention prior to making the announcement, for the purpose of substantial trading of securities of the business, regardless of whether or not such contract/agreement/memorandum of understanding is entered into for trading of securities in the tender offer

² The total number of outstanding shares = ordinary shares + preferred shares - shares repurchased by the Target and are outstanding at the end of a month prior to the month in which the announcement of the intention to make a tender offer is submitted.

³ Pursuant to Clause 13 of the SEC Notification No. TorChor. 12/2554, a tender offer (Form 247-4) shall be submitted to the SEC Office within 7 business days from the submission date of the announcement of intention.

9.1 Contract entered into between:

- (1) Thanulux Public Company Limited as the seller and the Announcer of Intention as the purchaser under the Share Purchase Agreement (“Share Purchase Agreement No. 1”)
- (2) Yi Tong Tian Tai Bsc Company Limited as the seller and the Announcer of Intention as the purchaser under the Share Purchase Agreement (“Share Purchase Agreement No. 2”)
- (3) BSC So In Company Limited as the seller and the Announcer of Intention as the purchaser under the Share Purchase Agreement (“Share Purchase Agreement No. 3”)
- (4) I.D.F. Company Limited as the seller and the Announcer of Intention as the purchaser under the Share Purchase Agreement (“Share Purchase Agreement No. 4”)
- (5) First United Industry Company Limited as the seller and the Announcer of Intention as the purchaser under the Share Purchase Agreement (“Share Purchase Agreement No. 5”)
- (6) Sinparadorn Company Limited as the seller and the Announcer of Intention as the purchaser under the Share Purchase Agreement (“Share Purchase Agreement No. 6”)

9.2 Date of contract:

Share Purchase Agreement No.1 – No.6: Dated 17 October 2024

9.3 Relevant Securities

- (1) Share Purchase Agreement of shares in the Target between the Announcer of Intention and Thanulux Public Company Limited

Class of securities	Class of shares	Number of Shares (shares/units)	Percentage in comparison with the total number of outstanding securities of such class/issue ⁴	Percentage in comparison with the total voting rights of the Target ⁵
The ordinary shares in People’s Garment Public Company Limited	-	10,484,000	10.92	10.92
	Total	10,484,000	10.92	10.92

⁴ See Footnote 1

⁵ Specify the number of voting rights only in cases where the relevant securities are shares.

(Translation)

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(2) Share Purchase Agreement of shares in the Target between the Announcer of Intention and Yi Tong Tian Tai Bsc Company Limited

Class of securities	Class of shares	Number of Shares (shares/units)	Percentage in comparison with the total number of outstanding securities of such class/issue ⁴	Percentage in comparison with the total voting rights of the Target ⁵
The ordinary shares in People's Garment Public Company Limited	-	5,305,999	5.53	5.53
	Total	5,305,999	5.53	5.53

(3) Share Purchase Agreement of shares in the Target between the Announcer of Intention and BSC So In Company Limited

Class of securities	Class of shares	Number of Shares (shares/units)	Percentage in comparison with the total number of outstanding securities of such class/issue ⁴	Percentage in comparison with the total voting rights of the Target ⁵
The ordinary shares in People's Garment Public Company Limited	-	4,072,100	4.24	4.24
	Total	4,072,100	4.24	4.24

(4) Share Purchase Agreement of shares in the Target between the Announcer of Intention and I.D.F. Company Limited

Class of securities	Class of shares	Number of Shares (shares/units)	Percentage in comparison with the total number of outstanding securities of such class/issue ⁴	Percentage in comparison with the total voting rights of the Target ⁵
The ordinary shares in People's Garment Public Company Limited	-	3,790,000	3.95	3.95
	Total	3,790,000	3.95	3.95

(Translation)

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(5) Share Purchase Agreement of shares in the Target between the Announcer of Intention and First United Industry Company Limited

Class of securities	Class of shares	Number of Shares (shares/units)	Percentage in comparison with the total number of outstanding securities of such class/issue ⁴	Percentage in comparison with the total voting rights of the Target ⁵
The ordinary shares in People's Garment Public Company Limited	-	2,186,666	2.28	2.28
	Total	2,186,666	2.28	2.28

(6) Share Purchase Agreement of shares in the Target between the Announcer of Intention and Sinparadom Company Limited

Class of securities	Class of shares	Number of Shares (shares/units)	Percentage in comparison with the total number of outstanding securities of such class/issue ⁴	Percentage in comparison with the total voting rights of the Target ⁵
The ordinary shares in People's Garment Public Company Limited	-	1,629,333	1.70	1.70
	Total	1,629,333	1.70	1.70

9.4 Name of advisor in entering into the contract (if any):

Kudun and Partners Company Limited (Legal Advisor)

9.5 Conditions and effective term of the contract/agreement/memorandum of understanding and the responsibilities of the contractual parties:

(1) Share Purchase Agreement in the Target between the Announcer of Intention and Thanulux Public Company Limited, with key details as follows:

Parties	<ul style="list-style-type: none">Announcer of Intention (as a Purchaser)Thanulux Public Company Limited (as a Seller)
Execution Date	17 October 2024

Sale Shares	Thanulux Public Company Limited will sell ordinary shares in the Target in the total amount of 10,484,000 shares, representing approximately 10.92 percent of the total issued and paid-up shares and all voting rights of the Target ("Sale Shares") to the Announcer of Intention
Purchase Price	9 Baht per share of the Sale Shares, which is 94,356,000 Baht (Ninety-Four Million Three Hundred Fifty-Six Thousand Baht) in total
Completion Date	17 October 2024 or such other date in October 2024 as the Purchaser and the Seller may agree
Purchase and Payment Method	The sale and purchase of Sale Shares shall be made via Big Lot Trading Process of the Stock Exchange of Thailand ("SET")
Important Conditions Precedent that are the Purchaser's Responsibility	<ul style="list-style-type: none"> • The Purchaser's Board of Directors shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions and any actions as specified in the Share Purchase Agreement • No event having a material adverse effect on the Target shall have occurred
Important Conditions Precedent that are the Seller's Responsibility	<ul style="list-style-type: none"> • The Seller's Board of Directors' meeting shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions and any actions as specified in the Share Purchase Agreement • No event having a material adverse effect on the Target shall have occurred
Representations and Warranties of the Purchaser	<ul style="list-style-type: none"> • The Purchaser is not in a state of bankruptcy or insolvent • The Purchaser has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement and any other related documents or agreements are in compliance with the law
Representations and Warranties of the Seller	<ul style="list-style-type: none"> • The Seller is not in a state of bankruptcy or insolvent • The Seller has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement and any other related documents or agreements are in compliance with the law • The Seller is the legal owner of the Sale Shares, free from any encumbrances and claims of any kind whatsoever, and the Seller has the capacity and right to dispose of, transfer, and sell the Sale Shares to the Purchaser without any terms or conditions

Termination of Agreement	<ul style="list-style-type: none"> • The Share Purchase Agreement may be terminated for the following reasons: <ol style="list-style-type: none"> (a) When both parties mutually agree in writing to terminate the Share Purchase Agreement. (b) If either party breaches a material term of the Share Purchase Agreement, and the other party has given written notice to remedy the breach, but the breaching party fails to remedy within 14 (fourteen) days from the date of receiving such notice. (c) If either party becomes bankrupt, receives an absolute receivership order, is subject to a business rehabilitation order, or consents to allow others to manage all of its assets, the other party has the right to terminate the Share Purchase Agreement by giving notice to that party. (d) If there is a law or regulation of a government agency which results in: <ol style="list-style-type: none"> (1) Either party being unable to comply with any material terms of the Share Purchase Agreement, or (2) Either party being unable to buy or sell the Sale Shares under the conditions and criteria specified in the Share Purchase Agreement. • The termination of the Share Purchase Agreement, for whatever reason, shall not affect the rights, remedies, duties, or liabilities of each party that arose before the date of termination of the Share Purchase Agreement, including claims for damages resulting from breach of the Share Purchase Agreement which occurred on or before the date of termination
Governing Law and Dispute Resolution	Share Purchase Agreement and the rights and obligations of both parties under the Share Purchase Agreement shall be governed by and interpreted in accordance with Thai law

- (2) Share Purchase Agreement of ordinary shares in the Target between the Announcer of Intention and Yi Tong Tian Tai Bsc Company Limited, with key details as follows:

Parties	<ul style="list-style-type: none"> • Announcer of Intention (as a Purchaser) • Yi Tong Tian Tai Bsc Company Limited (as a Seller)
Execution Date	17 October 2024
Sale Shares	Yi Tong Tian Tai Bsc Company Limited will sell ordinary shares in the Target in the total amount of 5,305,999 ordinary shares, representing approximately 5.53 percent of the total issued and paid-up shares and voting right of the Target ("Sale Shares") to the Announcer of Intention

Purchase Price	9 Baht per share of the Sale Shares, which is 47,753,991 Baht ([Forty-Seven Million Seven Hundred Fifty-Three Thousand Nine Hundred Ninety-One Baht) in total
Completion Date	17 October 2024 or such other date in October 2024 as the Purchaser and the Seller may agree
Purchase and Payment Method	The sale and purchase of Sale Shares shall be made via Big Lot Trading Process of the Stock Exchange of Thailand ("SET")
Important Conditions Precedent that are the Purchaser's Responsibility	<ul style="list-style-type: none"> • The Purchaser's Board of Directors shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions, and any actions as specified in the Share Purchase Agreement • No event having a material adverse effect on the Target shall have occurred
Important Conditions Precedent that are the Seller's Responsibility	<ul style="list-style-type: none"> • The Seller's Board of Directors' meeting shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions and any actions as specified in the Share Purchase Agreement • No event having a material adverse effect on the Target shall have occurred
Representations and Warranties of the Purchaser	<ul style="list-style-type: none"> • The Purchaser is not in a state of bankruptcy or insolvent • The Purchaser has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement.
Representations and Warranties of the Seller	<ul style="list-style-type: none"> • The Seller is not in a state of bankruptcy or insolvent • The Seller has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement and any other related documents or agreements are in compliance with the law • The Seller is the legal owner of the Sale Shares, free from any encumbrances and claims of any kind whatsoever, and the Seller has the capacity and right to dispose of, transfer, and sell the Sale Shares to the Purchaser without any terms or conditions
Termination of Agreement	<ul style="list-style-type: none"> • The Share Purchase Agreement may be terminated for the following reasons: <ul style="list-style-type: none"> (a) When both parties mutually agree in writing to terminate the Share Purchase Agreement.

	<p>(b) If either party breaches a material term of the Share Purchase Agreement, and the other party has given written notice to remedy the breach, but the breaching party fails to remedy within 14 (fourteen) days from the date of receiving such notice.</p> <p>(c) If either party becomes bankrupt, receives an absolute receivership order, is subject to a business rehabilitation order, or consents to allow others to manage all of its assets, the other party has the right to terminate the Share Purchase Agreement by giving notice to that party.</p> <p>(d) If there is a law or regulation of a government agency which results in:</p> <ol style="list-style-type: none"> (1) Either party being unable to comply with any material terms of the Share Purchase Agreement, or (2) Either party being unable to buy or sell the Sale Shares under the conditions and criteria specified in the Share Purchase Agreement. <ul style="list-style-type: none"> • The termination of the Share Purchase Agreement, for whatever reason, shall not affect the rights, remedies, duties, or liabilities of each party that arose before the date of termination of the Share Purchase Agreement, including claims for damages resulting from breach of the Share Purchase Agreement which occurred on or before the date of termination
Governing Law and Dispute Resolution	Share Purchase Agreement and the rights and obligations of both parties under the Share Purchase Agreement shall be governed by and interpreted in accordance with Thai law

- (3) Share Purchase Agreement of ordinary shares in the Target between the Announcer of Intention and BSC So In Company Limited, with key details as follows:

Parties	<ul style="list-style-type: none"> • Announcer of Intention (as a Purchaser) • BSC So In Company Limited (as a Seller)
Execution Date	17 October 2024
Sale Shares	BSC So In Company Limited will sell ordinary shares in the Target in the total amount of 4,072,100 ordinary shares, representing approximately 4.24 percent of the total issued and paid-up shares and voting right of the Target ("Sale Shares") to the Announcer of Intention
Purchase Price	9 Baht per share of the Sale Shares, which is 36,648,900 Baht (Thirty-Six Million Six Hundred Forty-Eight Thousand Nine Hundred Baht) in total
Completion Date	17 October 2024 or such other date in October 2024 as the Purchaser and the Seller may agree

Purchase and Payment Method	The sale and purchase of Sale Shares shall be made via Big Lot Trading Process of the Stock Exchange of Thailand ("SET")
Important Conditions Precedent that are the Purchaser's Responsibility	<ul style="list-style-type: none"> • The Purchaser's Board of Directors shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions and any actions as specified in the Share Purchase Agreement • No event having a material adverse effect on the Target shall have occurred
Important Conditions Precedent that are the Seller's Responsibility	<ul style="list-style-type: none"> • The Seller's Board of Directors' meeting shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions and any actions as specified in the Share Purchase Agreement • No event having a material adverse effect on the Target shall have occurred
Representations and Warranties of the Purchaser	<ul style="list-style-type: none"> • The Purchaser is not in a state of bankruptcy or insolvent • The Purchaser has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement.
Representations and Warranties of the Seller	<ul style="list-style-type: none"> • The Seller is not in a state of bankruptcy or insolvent • The Seller has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement and any other related documents or agreements are in compliance with the law • The Seller is the legal owner of the Sale Shares, free from any encumbrances and claims of any kind whatsoever, and the Seller has the capacity and right to dispose of, transfer, and sell the Sale Shares to the Purchaser without any terms or conditions
Termination of Agreement	<ul style="list-style-type: none"> • The Share Purchase Agreement may be terminated for the following reasons: <ol style="list-style-type: none"> (a) When both parties mutually agree in writing to terminate the Share Purchase Agreement. (b) If either party breaches a material term of the Share Purchase Agreement, and the other party has given written notice to remedy the breach, but the breaching party fails to remedy within 14 (fourteen) days from the date of receiving such notice.

	<p>(c) If either party becomes bankrupt, receives an absolute receivership order, is subject to a business rehabilitation order, or consents to allow others to manage all of its assets, the other party has the right to terminate the Share Purchase Agreement by giving notice to that party.</p> <p>(d) If there is a law or regulation of a government agency which results in:</p> <ol style="list-style-type: none"> (1) Either party being unable to comply with any material terms of the Share Purchase Agreement, or (2) Either party being unable to buy or sell the Sale Shares under the conditions and criteria specified in the Share Purchase Agreement. <ul style="list-style-type: none"> • The termination of the Share Purchase Agreement, for whatever reason, shall not affect the rights, remedies, duties, or liabilities of each party that arose before the date of termination of the Share Purchase Agreement, including claims for damages resulting from breach of the Share Purchase Agreement which occurred on or before the date of termination
Governing Law and Dispute Resolution	Share Purchase Agreement and the rights and obligations of both parties under the Share Purchase Agreement shall be governed by and interpreted in accordance with Thai law

- (4) Share Purchase Agreement of ordinary shares in the Target between the Announcer of Intention and I.D.F. Company Limited, with key details as follows:

Parties	<ul style="list-style-type: none"> • Announcer of Intention (as a Purchaser) • I.D.F. Company Limited (as a Seller)
Execution Date	17 October 2024
Sale Shares	I.D.F. Company Limited will sell ordinary shares in the Target in the total amount of 3,790,000 ordinary shares, representing approximately 3.95 percent of the total issued and paid-up shares and voting right of the Target ("Sale Shares") to the Announcer of Intention
Purchase Price	9 Baht per share of the Sale Shares, which is 34,110,000 Baht (Thirty-Four Million One Hundred Ten Thousand Baht) in total
Completion Date	17 October 2024 or such other date in October 2024 as the Purchaser and the Seller may agree
Purchase and Payment Method	The sale and purchase of Sale Shares shall be made via Big Lot Trading Process of the Stock Exchange of Thailand ("SET")

Important Conditions Precedent that are the Purchaser's Responsibility	<ul style="list-style-type: none">• The Purchaser's Board of Directors shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions and any actions as specified in the Share Purchase Agreement.• No event having a material adverse effect on the Target shall have occurred
Important Conditions Precedent that are the Seller's Responsibility	<ul style="list-style-type: none">• The Seller's Board of Directors' meeting shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions and any actions as specified in the Share Purchase Agreement• No event having a material adverse effect on the Target shall have occurred
Representations and Warranties of the Purchaser	<ul style="list-style-type: none">• The Purchaser is not in a state of bankruptcy or insolvent• The Purchaser has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement.
Representations and Warranties of the Seller	<ul style="list-style-type: none">• The Seller is not in a state of bankruptcy or insolvent• The Seller has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement and any other related documents or agreements are in compliance with the law• The Seller is the legal owner of the Sale Shares, free from any encumbrances and claims of any kind whatsoever, and the Seller has the capacity and right to dispose of, transfer, and sell the Sale Shares to the Purchaser without any terms or conditions
Termination of Agreement	<ul style="list-style-type: none">• The Share Purchase Agreement may be terminated for the following reasons:<ul style="list-style-type: none">(a) When both parties mutually agree in writing to terminate the Share Purchase Agreement.(b) If either party breaches a material term of the Share Purchase Agreement, and the other party has given written notice to remedy the breach, but the breaching party fails to remedy within 14 (fourteen) days from the date of receiving such notice.(c) If either party becomes bankrupt, receives an absolute receivership order, is subject to a business rehabilitation order, or consents to allow others to manage all of its assets, the other party has the right to terminate the Share Purchase Agreement by giving notice to that party.

	<p>(d) If there is a law or regulation of a government agency which results in:</p> <ol style="list-style-type: none"> (1) Either party being unable to comply with any material terms of the Share Purchase Agreement, or (2) Either party being unable to buy or sell the Sale Shares under the conditions and criteria specified in the Share Purchase Agreement. <ul style="list-style-type: none"> • The termination of the Share Purchase Agreement, for whatever reason, shall not affect the rights, remedies, duties, or liabilities of each party that arose before the date of termination of the Share Purchase Agreement, including claims for damages resulting from breach of the Share Purchase Agreement which occurred on or before the date of termination
Governing Law and Dispute Resolution	Share Purchase Agreement and the rights and obligations of both parties under the Share Purchase Agreement shall be governed by and interpreted in accordance with Thai law.

(5) Share Purchase Agreement of ordinary shares in the Target between the Announcer of Intention and First United Industry Company Limited, with key details as follows:

Parties	<ul style="list-style-type: none"> • Announcer of Intention (as a Purchaser) • First United Industry Company Limited (as a Seller)
Execution Date	17 October 2024
Sale Shares	The Seller to sell ordinary shares in the Target in the total amount of 2,186,666 ordinary shares, representing approximately 2.28 percent of the total issued and paid-up shares and voting right of the Target ("Sale Shares") to the Announcer of Intention
Purchase Price	9 Baht per share of the Sale Shares, which is 19,679,994 Baht (Nineteen Million Six Hundred Seventy-Nine Thousand Nine Hundred Ninety-Four Baht) in total
Completion Date	17 October 2024 or such other date in October 2024 as the Purchaser and the Seller may agree
Purchase and Payment Method	The sale and purchase of Sale Shares shall be made via Big Lot Trading Process of the Stock Exchange of Thailand ("SET")
Important Conditions Precedent that are the Purchaser's Responsibility	<ul style="list-style-type: none"> • The Purchaser's Board of Directors shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions and any actions as specified in the Share Purchase Agreement. • No event having a material adverse effect on the Target shall have occurred

Important Conditions Precedent that are the Seller's Responsibility	<ul style="list-style-type: none">• The Seller's Board of Directors' meeting shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions and any actions as specified in the Share Purchase Agreement.• No event having a material adverse effect on the Target shall have occurred
Representations and Warranties of the Purchaser	<ul style="list-style-type: none">• The Purchaser is not in a state of bankruptcy or insolvent• The Purchaser has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement and any other related documents or agreements are in compliance with the law.
Representations and Warranties of the Seller	<ul style="list-style-type: none">• The Seller is not in a state of bankruptcy or insolvent• The Seller has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement.• The Seller is the legal owner of the Sale Shares, free from any encumbrances and claims of any kind whatsoever, and the Seller has the capacity and right to dispose of, transfer, and sell the Sale Shares to the Purchaser without any terms or conditions
Termination of Agreement	<ul style="list-style-type: none">• The Share Purchase Agreement may be terminated for the following reasons:<ul style="list-style-type: none">(a) When both parties mutually agree in writing to terminate the Share Purchase Agreement.(b) If either party breaches a material term of the Share Purchase Agreement, and the other party has given written notice to remedy the breach, but the breaching party fails to remedy within 14 (fourteen) days from the date of receiving such notice.(c) If either party becomes bankrupt, receives an absolute receivership order, is subject to a business rehabilitation order, or consents to allow others to manage all of its assets, the other party has the right to terminate the Share Purchase Agreement by giving notice to that party.(d) If there is a law or regulation of a government agency which results in:<ul style="list-style-type: none">(1) Either party being unable to comply with any material terms of the Share Purchase Agreement, or

	<p>(2) Either party being unable to buy or sell the Sale Shares under the conditions and criteria specified in the Share Purchase Agreement.</p> <ul style="list-style-type: none"> The termination of the Share Purchase Agreement, for whatever reason, shall not affect the rights, remedies, duties, or liabilities of each party that arose before the date of termination of the Share Purchase Agreement, including claims for damages resulting from breach of the Share Purchase Agreement which occurred on or before the date of termination.
Governing Law and Dispute Resolution	Share Purchase Agreement and the rights and obligations of both parties under the Share Purchase Agreement shall be governed by and interpreted in accordance with Thai law.

(6) Share Purchase Agreement of ordinary shares in the Target between the Announcer of Intention and Sinparadorn Company Limited, with key details as follows:

Parties	<ul style="list-style-type: none"> Announcer of Intention (as a Purchaser) Sinparadorn Company Limited (as a Seller)
Execution Date	17 October 2024
Sale Shares	The Seller to sell ordinary shares in the Target in the total amount of 1,629,333 ordinary shares, representing approximately 1.70 percent of the total issued and paid-up shares and voting right of PG ("Sale Shares") to the Announcer of Intention
Purchase Price	9 Baht per share of the Sale Shares, which is 14,663,997 Baht (Fourteen Million Six Hundred Sixty-Three Thousand Nine Hundred Ninety-Seven Baht) in total
Completion Date	17 October 2024 or such other date in October 2024 as the Purchaser and the Seller may agree
Purchase and Payment Method	The sale and purchase of Sale Shares shall be made via Big Lot Trading Process of the Stock Exchange of Thailand ("SET")
Important Conditions Precedent that are the Purchaser's Responsibility	<ul style="list-style-type: none"> The Purchaser's Board of Directors shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions and any actions as specified in the Share Purchase Agreement. No event having a material adverse effect on the Target shall have occurred
Important Conditions Precedent that are the Seller's Responsibility	<ul style="list-style-type: none"> The Seller's Board of Directors and/or shareholders' meeting shall pass a resolution approving the execution of the Share Purchase Agreement, including the entry into transactions and any actions as specified in the Share Purchase Agreement. No event having a material adverse effect on the Target shall have occurred

Representations and Warranties of the Purchaser	<ul style="list-style-type: none">• The Purchaser is not in a state of bankruptcy or insolvent• The Purchaser has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement and any other related documents or agreements are in compliance with the law
Representations and Warranties of the Seller	<ul style="list-style-type: none">• The Seller is not in a state of bankruptcy or insolvent• The Seller has the legal power to enter into and perform its obligations under the Share Purchase Agreement, including any documents and/or other agreements related to the Share Purchase Agreement, and the entry into and performance of obligations under the Share Purchase Agreement and any other related documents or agreements are in compliance with the law• The Seller is the legal owner of the Sale Shares, free from any encumbrances and claims of any kind whatsoever, and the Seller has the capacity and right to dispose of, transfer, and sell the Sale Shares to the Purchaser without any terms or conditions
Termination of Agreement	<ul style="list-style-type: none">• The Share Purchase Agreement may be terminated for the following reasons:<ul style="list-style-type: none">(a) When both parties mutually agree in writing to terminate the Share Purchase Agreement.(b) If either party breaches a material term of the Share Purchase Agreement, and the other party has given written notice to remedy the breach, but the breaching party fails to remedy within 14 (fourteen) days from the date of receiving such notice.(c) If either party becomes bankrupt, receives an absolute receivership order, is subject to a business rehabilitation order, or consents to allow others to manage all of its assets, the other party has the right to terminate the Share Purchase Agreement by giving notice to that party.(d) If there is a law or regulation of a government agency which results in:<ul style="list-style-type: none">(1) Either party being unable to comply with any material terms of the Share Purchase Agreement, or(2) Either party being unable to buy or sell the Sale Shares under the conditions and criteria specified in the Share Purchase Agreement.

(Translation)

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	<ul style="list-style-type: none">• The termination of the Share Purchase Agreement, for whatever reason, shall not affect the rights, remedies, duties, or liabilities of each party that arose before the date of termination of the Share Purchase Agreement, including claims for damages resulting from breach of the Share Purchase Agreement which occurred on or before the date of termination
Governing Law and Dispute Resolution	Share Purchase Agreement and the rights and obligations of both parties under the Share Purchase Agreement shall be governed by and interpreted in accordance with Thai law.

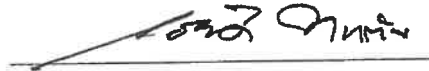
(Translation)

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I hereby certify that the foregoing statement is complete and accurate without misleading information and no concealment is made on any material information which should be disclosed.



(Mr. Vichai Kulsomphob)
Authorized Director



(Mr. Vorayos Thongtan)
Authorized Director

Saha Pathana Inter-Holding Public Company Limited
Announcer of Intention

(Translation)

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I have reviewed the information with due care and hereby certify that the person making the announcement of intention is truly capable of making the tender offer as announced to the public and has duly disclosed complete information.



(Mr. Prasert Deejongkit)

Executive Vice President, Manager, Corporate Finance
Department, Merchant Banking Division

Bangkok Bank Public Company Limited
Preparer of Tender Offer