

Date: August 17, 2023

To,
Vertical Holdings II Pte. Ltd.
#11-01, Asia Square Tower 2,
12 Marina View,
Singapore

Kind Attention: Deborah Tan

Subject: Amendment to the Share Subscription and Purchase Agreement dated August 2, 2023.

1. We refer to the Share Subscription and Purchase Agreement dated August 2, 2023 executed between Vertical Holdings II Pte. Ltd., Mr. Sunu P. Mathew, Packaging Holding LLP and LEAP India Private Limited, (“SSPA”). All capitalised terms used in this letter (“**Letter**”) but not defined herein, shall have the same meaning as assigned to such terms under the SSPA.

2. The Parties agree and confirm that on and from August 14, 2023, the following defined term shall be included in Clause 1(a) (*Definitions*) of the SSPA:

*“**Pledge Agreements**” shall mean: (a) Compulsorily Convertible Debentures Pledge Agreement dated August 13, 2021 executed between Founder Entity, Company and Vistra ITCL (India) Limited as amended from time to time; (b) Pledge Agreement dated August 13, 2021 executed between Founder, Company, Vistra ITCL (India) Limited and Founder Entity, as amended from time to time; and (c) any other pledge agreement or amendment to the aforesaid pledge agreements executed, in connection with completion of the actions set out in Paragraph 11 of Schedule II (Conditions Precedent)”*

3. The Parties agree and confirm that on and from August 14, 2023, the definition of the term ‘Closing Long Stop Date’ under Clause 1(a) (*Definitions*) of the SSPA, shall be replaced in its entirety by the following:

*““**Closing Long Stop Date**” shall mean: (i) September 20, 2023; or (ii) such other date as may be mutually agreed in writing between the Parties.”*

4. The Parties agree and confirm that on and from August 14, 2023, Clause 5.1.2(a) of the SSPA, shall be replaced in its entirety by the following:

“(a) issuance and allotment of the Founder Entity Sale Shares pursuant to conversion of the Conversion CCDs, in physical form and authorising all such other actions as may be required to give effect to such allotment.”

5. The Parties agree and confirm that on and from August 14, 2023, Clause 5.2.3 of the SSPA, shall be replaced in its entirety by the following:

“5.2.3. Delivery of Shares

*Simultaneously with actions set out in Clause 5.2.2, the Founder Entity shall deliver duly signed share transfer forms in Form SH-4 to the Investor (“**Share Transfer Form**”).”*

6. The Parties agree and confirm that on and from August 14, 2023, after Clause 5.2.3. of the SSPA and before Clause 5.2.4. of the SSPA, a new clause, ‘Clause 5.2.3.A’ shall stand inserted as follows:

“5.2.3.A. Immediately upon receipt of the Share Transfer Form as per Clause 5.2.3., the Investor shall execute the Share Transfer Form and deliver the duly executed and stamped Share Transfer Form to the Company.”

7. The Parties agree and confirm that on and from August 14, 2023, Clause 5.10.4. of the SSPA, shall be replaced in its entirety by the following:

“5.10.4. Withing a period of 15 (fifteen) days from the Second Closing Date, the Company shall undertake all necessary steps to ensure that the Investor Subscription CCPS, Founder Converted Equity Shares and Founder Entity Sale Shares are dematerialised.”

8. The Parties agree and confirm that on and from August 14, 2023, Clause 7.8 of the SSPA, shall be replaced in its entirety by the following:

*“7.8. The Authority Warranties from each of the Founder Group (with respect to themselves), the Company Authority Warranties, the Subscription Warranties, Other SSPA Fundamental Warranty and warranties set out in paragraph 1 and paragraph 18 of Schedule IIID shall be collectively known as the “**SSPA Fundamental Warranties**”.*

9. The Parties agree and confirm that on and from August 14, 2023, Paragraph 14 of Schedule II of the SSPA, shall be replaced in its entirety by the following:

“14. The Employee SPA shall be in Agreed Form”.

10. The SSPA shall be read and construed in conjunction with this Letter and the SSPA shall be treated as varied, modified, amended, and supplemented in accordance with the provisions of this Letter. Save and except to the extent that the SSPA is varied, modified, amended, and supplemented by this Letter, all other provisions of the SSPA shall continue to be in full force and effect and shall continue to bind the Parties in accordance with the terms thereof. In the event of any inconsistency or conflict between the SSPA and this Letter in respect of the matter set out herein, this Letter shall prevail only to the extent of such inconsistency or conflict. All references in the SSPA to “this Agreement” shall be construed to mean the SSPA as supplemented, varied, modified, and amended by this Letter and any reference to the SSPA in any other agreement or document shall be construed as a reference to the SSPA as supplemented, varied, modified, and amended by this Letter.

11. This Letter is hereby expressly designated as a ‘Transaction Document’ for the purposes of the SSPA.

12. This Letter is supplemental to the SSPA and Clause 1(a) (*Definitions*), Clause 1(b) (*Interpretation*), Clause 7.1 (*Representations and Warranties*), Clause 9 (*Confidentiality*), Clause 11 (*Governing Law and Jurisdiction*), Clause 12 (*Dispute Resolutions*), and Clause 13 (*Miscellaneous*) of the SSPA shall be deemed to be incorporated herein by reference and shall *mutatis mutandis* apply to this Letter.

13. Please countersign and return to us a copy of this Letter indicating your acknowledgement and confirmation of the same.

[Signature pages follow]