

THIS DEED OF CONFIRMATION ("this Deed") is made this 10th day of February 2018

BETWEEN:

1. LAI WEIJIE, TERENCE

[REDACTED]
[REDACTED] ("Mr. Lai")

2. YEAP WEI HAN MELVYN

[REDACTED]
[REDACTED] ("Mr. Yeap")

3. HO ZHI YI LEVI

[REDACTED]
[REDACTED] ("Mr. Ho")

4. TAN CHIEN FONG

[REDACTED]
[REDACTED] ("Mr. Tan")

5. NG YOOK TIM

[REDACTED]
[REDACTED] ("Mr. Ng")

6. LAI WEIKANG DEREK

[REDACTED]
[REDACTED] ("Mr. Derek Lai")

WHEREAS:

- (A) The parties have been acting in concert (for purpose of the Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong) (the "**Takeovers Code**") with one another in respect of all major affairs concerning the Company and its subsidiaries (the "**Group**") since they became interested in and possessed voting rights in the Company including during the period comprising the two financial years ended 30 September 2016 and 2017 (the "**Track Record Period**").
- (B) The Group is principally engaged in the operation of restaurants focusing on Asian cuisines and casual dining concepts.
- (C) The parties to this Deed (collectively, the "**Parties**" and each a "**Party**") are the shareholders of K Food Holdings Pte. Ltd. (the "**Company**"). As at the date hereof, the Company is beneficially owned as to 24.37% by Mr. Lai, as to 16.76% by Mr. Yeap, as to 12.19% by Mr. Ho, as to 9.14% by Mr. Tan, as to 9.14% by Mr. Ng and 0.73% by Mr. Derek Lai.
- (D) In preparation of the listing on the Growth Enterprise Market ("**GEM**") of The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**"), the Company will undergo a corporate reorganisation pursuant to which the Company will be indirectly held by K. Group Holdings Limited (千盛集團控股有限公司 (the "**Listco**"), whose shares are expected to be listed on the GEM of the Stock Exchange.

- (E) The Parties have agreed to execute this Deed to confirm and record the mutual understanding and agreement among the Parties with respect to the development and management of, and the benefits generated or generated from, the business of the Group.

NOW IT IS HEREBY AGREED as follows:

1. The Parties hereby agree, confirm and ratify that since 1 October 2015, the Parties, whether by themselves or via any corporate vehicles, have been cooperating and acting in concert (having the meaning as ascribed thereto in the Takeovers Code) with one another as a single business venture in respect of all material management matters, voting decisions and/or business decisions relating to the Group required to be approved by shareholders under the articles of association of the Company (including but not limited to financial and operation policy, declaration of dividends, annual budget, execution of material contracts and investment and appointment of directors and senior management relating to the Group), and the Parties had first communicated, discussed and come to a unanimous decision in all shareholders' meetings and had reached the unanimous decision and resolution in accordance with the consensus achieved among them. The Parties had cooperated with each other to obtain and maintain the control and the management of the Group and had been enjoying the economic benefits generated from the businesses and projects of the Group in proportion to their respective shareholdings in the Company.
2. The Parties hereby undertake to each other that from the date of this Deed until the termination of this Deed, among other things:
 - (i) when exercising their respective voting rights at the shareholders' meetings of the Company or, if applicable, through the Listco, they shall vote, or procure any entities which were entitled to vote at the shareholders' meetings to vote, as the case may be, unanimously in accordance with the consensus achieved among the Parties;
 - (ii) prior to voting on any resolutions in shareholders' meetings and board meetings of the Company or, if applicable, through the Listco, each Party will discuss the relevant matters with one another with a view to reaching consensus and a unanimous vote;
 - (iii) they shall manage and control the Group on a collective basis and make collective decisions in respect of the financial and operating policies of the Group;
 - (iv) they shall centralise the ultimate control and right to make final decisions with respect to their interests in the businesses and projects of the Group;
 - (v) they shall operate the Group as a single business venture;
 - (vi) they shall continue to enjoy the economic benefits generated, including but

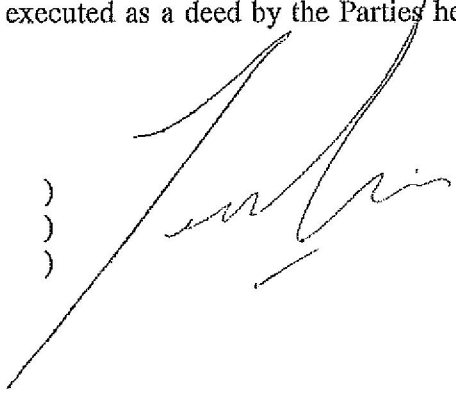
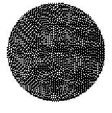
not limited to dividends declared, from the businesses and projects of the Group in the Listco; and


(vii) they will not do any act or exercise any of their voting power (which may be available to them from time to time) in contravention of their obligations under this Deed or in violation of any consensus reached in accordance with this Deed.

3. The Parties agree and confirm that all information contained in this Deed is true, accurate, complete without any omission and not misleading in any aspect.
4. Subject to the compliance of the regulatory requirements, this Deed shall be terminated by mutual agreement in writing by the parties hereto or upon the occurrence of any of the following events:
 - (i) the shares of the Listco having ceased to be listed on the GEM of the Stock Exchange or any other stock exchange overseas; or
 - (ii) the passing of a shareholders' resolution to wind up or liquidate the Listco in accordance with the applicable laws.
5. Termination of this Deed shall not prejudice the rights to which a Party is entitled to claim against the other Party for any antecedent breach by such other Party and shall not be interpreted as a waiver of such rights.
6. Any variation of or amendment to this Deed shall be made in writing upon the consensus of all Parties.
7. If any provision of this Deed is adjudicated to be void or unenforceable, it shall be deemed to be severed from this Deed and the remaining provisions in this Deed shall continue to be in full force and effect.
8. This Deed shall be binding upon the successors and permitted assignees of the Parties.
9. This Deed may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Deed, but all counterparts shall together constitute one and the same instrument.
10. This Deed is governed by and shall be construed in accordance with the laws of Hong Kong. Each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Hong Kong.

AS WITNESS this Deed has been duly executed as a deed by the Parties hereto on the day and year first written above.

SIGNED, SEALED and DELIVERED)
by LAI WEI JIE, TERENCE)
in the presence of:-)


A large, stylized handwritten signature in black ink, likely belonging to Terence Lai Wei Jie, is written over the closing parenthesis of the signature line.

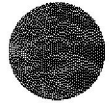
Ho Hin To Hugo 

SIGNED, SEALED and DELIVERED)


by **YEAP WEI HAN MELVYN**)

in the presence of:-)

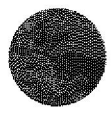
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SIGNED, SEALED and DELIVERED
By **HO ZHI YI LEVI**
in the presence of:-

Ho Hin To Hugo 

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



SIGNED, SEALED and DELIVERED
by **TAN CHIEN FONG**
in the presence of:-

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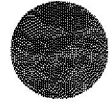



Ho Hin To Hugo Ho



SIGNED, SEALED and DELIVERED
By **NG YOOK TIM**
in the presence of:-

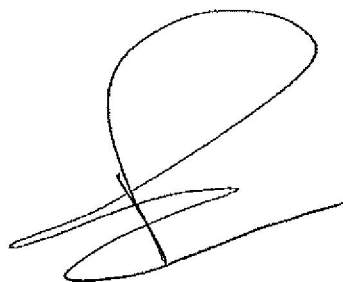
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Ho Hin To Hugo 

SIGNED, SEALED and DELIVERED
By **LAI WEIKANG DEREK**
in the presence of:-

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