

K1 VENTURES LIMITED

(Incorporated in the Republic of Singapore)

(Company Registration No. 197000535W)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of k1 Ventures Limited ("**Company**") will be held at Four Seasons Hotel, Four Seasons Ballroom (Level 2), 190 Orchard Boulevard, Singapore 248646 on 28 October 2014 at 3.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Annual General Meeting of the Company to be held at 2.30 p.m. on the same day and at the same place) for the purpose of considering and, if thought fit, passing with or without modification(s), the following Ordinary Resolution:

THE PROPOSED AMENDMENT TO THE THIRD AMENDED AND RESTATED MANAGEMENT AGREEMENT BETWEEN THE COMPANY AND GREENSTREET PARTNERS L.P. DATED 26 AUGUST 2014

RESOLVED THAT:

- (a) approval be and is hereby given for the proposed amendment to the 2014 Management Agreement (as defined below) pursuant to which Greenstreet Partners, L.P. ("**Greenstreet**") shall be entitled to a new carried interest component with respect to the KUH Investment (as defined below), details of which are set out in the circular to shareholders of the Company dated 10 October 2014 ("**Proposed Amendment**");
- (b) approval be and is hereby given for the Company to enter into the amendment agreement ("**Amendment Agreement**"), a draft of which, for the purposes of identification, has been subscribed to by the Chairman of the Extraordinary General Meeting, with Greenstreet to effect the Proposed Amendment;
- (c) the directors of the Company ("**Directors**") and each of them be and are/is hereby authorised to perform, complete and do all such acts and things (including approving, amending, modifying, supplementing and executing all such documents including, without limitation, the Amendment Agreement, as may be required), as they and/or he may consider necessary, desirable or expedient or in the interests of the Company to give effect to the Proposed Amendment, the Amendment Agreement and this Ordinary Resolution; and
- (d) any acts, matters and things done or performed, and/or documents signed, executed, sealed and/or delivered by the Directors or any of them in connection with the Proposed Amendment, the Amendment Agreement and this Ordinary Resolution be and are hereby approved, confirmed and ratified.

For the purposes of this Ordinary Resolution:

"**2014 Management Agreement**" means the third amended and restated management agreement dated 26 August 2014 between the Company and Greenstreet pursuant to which Greenstreet provides consultancy services on investment opportunities for the Company and its subsidiaries and management services in respect of all other aspects of managing the Company and its subsidiaries and their business activities (other than the services provided by Greenstreet under the DFS Agreement);

"**DFS**" means DFS Holdings I Corp., an indirect wholly-owned subsidiary of the Company;

"DFS Agreement" means the agreement dated 26 August 2014 between DFS and Greenstreet, pursuant to which Greenstreet provides consultancy services on investment opportunities for DFS and management services in respect of all other aspects of managing DFS and its business activities throughout the United States; and

"KUH Investment" means the investment by the Company and/or its affiliate(s) in Knowledge Universe Holdings, LLC, whether made prior to or following the date of the Amendment Agreement.

BY ORDER OF THE BOARD

Winnie Mak
Company Secretary
10 October 2014

Notes:

1. A member of the Company entitled to attend and vote at the Extraordinary General Meeting of the Company ("**EGM**") is entitled to appoint not more than two proxies to attend and vote in his/her stead. A proxy need not be a member of the Company. The proxy form must be deposited at the registered office of the Company at 1 HarbourFront Avenue, #18-01 Keppel Bay Tower, Singapore 098632, not less than 48 hours before the time appointed for holding the EGM.
2. A member of the Company which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf.

Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.