

NOTICE OF EXTRAORDINARY GENERAL MEETING

Unless otherwise defined, all capitalised terms not defined herein shall bear the same meaning as ascribed to them in the circular dated 29 March 2017 of the Company to its Shareholders (including supplements and modifications thereto).

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("EGM") of Lifebrandz Ltd. (the "Company") will be held at 2 Bukit Merah Central (formerly known as "Spring Singapore"), Podium Block, Level 3, Room P303, Singapore 159835 on 13 April 2017 at 3.00 p.m., for the purpose of considering and, if thought fit, passing with or without any modifications the following ordinary resolutions:

SHAREHOLDERS SHOULD NOTE THAT ORDINARY RESOLUTIONS 1 AND 2 ARE INTER-CONDITIONAL. IN OTHER WORDS, IF ORDINARY RESOLUTION 1 IS NOT PASSED BY SHAREHOLDERS, ORDINARY RESOLUTION 2 WILL ALSO NOT BE PASSED AND VICE VERSA. ORDINARY RESOLUTIONS 3 AND 4 ARE INTER-CONDITIONAL AND CONDITIONAL UPON THE PASSING OF ORDINARY RESOLUTION 2.

ORDINARY RESOLUTION 1: THE PROPOSED SHARE CONSOLIDATION

That subject to and conditional upon the passing of Ordinary Resolution 2, approval be and is hereby given:

- for the proposed consolidation of every fifty (50) existing issued ordinary shares in the capital of the Company ("Shares") held by Shareholders of the Company ("Shareholders") as at a books closure date to be determined by the Directors ("Share Consolidation Books Closure Date") into one (1) Consolidated Share in the manner set out in the Circular ("Proposed Share Consolidation");
- for the Directors to disregard any fraction of a Consolidated Share which may arise from the Proposed Share Consolidation pursuant to paragraph (a) above, and for all fractions of Consolidated Shares to which holders of the existing Shares would otherwise be entitled to, be aggregated and dealt with in such manner (including the cancellation thereof) as the Directors may, in their absolute discretion, deem fit in the interest of the Company;
- for the Directors to fix the Share Consolidation Books Closure Date and the date on which the Shares will trade on Catalyst of the SGX-ST in board lots of 100 Consolidated Shares in their absolute discretion as they deem fit; and
- for the Directors and each of them to be authorised and empowered to complete and do and execute all such things and acts (including, without limitation, executing all such documents as may be required) as they or he may think necessary or expedient to give effect to this Resolution, with such modifications thereto (if any) as they or he shall think fit in the interests of the Company

ORDINARY RESOLUTION 2: THE PROPOSED RIGHTS CUM WARRANTS ISSUE

That subject to and conditional upon the passing of Ordinary Resolution 1:

- the renounceable non-underwritten rights cum warrants issue ("Proposed Rights cum Warrants Issue") of up to 122,400,000 new Shares ("Rights Shares") at an issue price of \$50.025 for each Rights Share, and up to 122,400,000 detachable warrants of the Company ("Warrants"), each Warrant carrying the right to subscribe for one (1) new Share ("Warrant Share") at an exercise price of \$50.05 for each Warrant Share, on the basis of two (2) Rights Shares with two (2) Warrants for every one (1) existing Share held by Shareholders as at a books closure date to be determined ("Rights Issue Books Closure Date"), fractional entitlements to be disregarded and is hereby approved;
- the Board be and is hereby authorised to undertake the Proposed Rights cum Warrants Issue and to offer, issue and allot (whether by way of provisional allotment or otherwise), up to 122,400,000 Rights Shares at an issue price of \$50.025 for each Rights Share and up to 122,400,000 Warrants with each Warrant carrying the right to subscribe for one (1) Warrant Share at an exercise price of \$50.05, during the period commencing on and including the date falling 12 months from the date of issue of the Warrants and expiring at 5:00 pm on the date immediately preceding 24 months from the date of the issue of the Warrants, subject to the terms and conditions of the Deed Poll constituting the Warrants to be executed by the Company on such terms and conditions as the Directors may deem fit; and
- the Board be and is hereby authorised to issue and allot such further Warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Deed Poll (and such further Warrants to rank pari passu with the Warrants and for all purposes to form part of the same series, save as may otherwise be provided in the terms and conditions of the Deed Poll);
- the Board be and is hereby authorised to effect the Proposed Rights cum Warrants Issue on the terms and conditions set out below and/or otherwise on such terms and conditions as the Board may, in their absolute discretion, deem fit:
 - the provisional allotments of the Rights Shares with Warrants under the Proposed Rights cum Warrants Issue shall be made on a renounceable basis to Shareholders whose names appear in the Register of Members or the records of CDP as at the Rights Issue Books Closure Date with registered addresses in Singapore or who have, at least five (5) market days prior to the Rights Issue Books Closure Date, provided to CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents, on the basis of two (2) Rights Shares with two (2) Warrants for every one (1) Share held by Entitled Shareholders as at the Rights Issue Books Closure Date;
 - no provisional allotment of the Rights Shares with Warrants shall be made in favour of, and no application form or other documents in respect thereof shall be issued or sent to Shareholders with registered addresses outside Singapore as at the Rights Issue Books Closure Date or who have not, at least five (5) market days prior thereto, provided to CDP or the Company, as the case may be, addresses in Singapore for the service of notices and documents ("Foreign Shareholders");
 - the entitlements to the Rights Shares with Warrants which would otherwise accrue to Foreign Shareholders shall be disposed of or dealt with by the Company in such manner and on such terms and conditions as the Directors shall deem fit for the purpose of renouncing the rights entitlements relating thereto to purchasers thereof and to pool and thereafter distribute the net proceeds thereof, if any (after deducting all expenses), proportionately to and among such Foreign Shareholders in accordance with their respective shareholdings as at the Rights Issue Books Closure Date provided that if the amount to be distributed to any single Foreign Shareholder is less than \$510.00, such amount shall instead be retained or dealt with as the Directors may, in their absolute discretion, deem fit in the interests of the Company;
 - the entitlements to the Rights Shares with Warrants not taken up or allotted for any reason, or which represent fractional entitlements disregarded in accordance with the terms of the Proposed Rights cum Warrants Issue, may be used to satisfy excess applications for the Rights Shares with Warrants; (if any) or otherwise disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company; and
 - the Rights Shares when issued and paid-up will rank pari passu in all respects with the then existing Shares save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares;
- the Board be and is hereby authorised to issue and allot, notwithstanding that the issue thereof will take place after the next or any ensuing annual or other general meeting of the Company:
 - to 122,400,000 Warrant Shares on the exercise of the Warrants, credited as fully paid, subject to and otherwise in accordance with the terms and conditions of the Deed Poll, such Warrant Shares (when issued and paid) to rank pari passu in all respects with the then existing Shares (save as may otherwise be provided in the terms and conditions of the Deed Poll) save for any dividends, rights, allotments or other distributions that may be declared or paid, the record date for which falls before the relevant exercise date of the Warrants; and
 - on the same basis as paragraph (e)(i) above, such further Warrants Shares as may be required to be allotted and issued on the exercise of any of the additional Warrants referred to paragraph (c) above; and
- the Board be and is hereby authorised to take such steps, enter into all such transactions, arrangements and agreements and execute all such documents as may be advisable, necessary or expedient for the purposes of giving effect to the Proposed Rights cum Warrants Issue (including fixing the Rights Issue Books Closure Date), with full power to assent to any condition, amendment, alteration, modification or variation as may be required by the relevant authorities or as such Directors of the Company or any of them may deem fit or expedient or to give effect to this Resolution or the transactions contemplated pursuant to or in connection with the Proposed Rights cum Warrants Issue.

ORDINARY RESOLUTION 3: THE POTENTIAL TRANSFER OF CONTROLLING INTEREST TO MR CHNG WENG WAH

That subject to and conditional upon the passing of Ordinary Resolutions 2 and 4:

- approval be and is hereby given to allot and issue such number of Rights Shares with Warrants (including excess Rights Shares with Warrants) to Mr Chng Weng Wah, subject to and otherwise in accordance with the terms and conditions of the Proposed Rights cum Warrants Issue, to the extent that the allotment and issue of such Rights Shares with Warrants (including excess Rights Shares with Warrants) constitutes a transfer of controlling interest in the Company to Mr Chng Weng Wah pursuant to Rule 803 of the Catalyst Rules; and
- any of the Directors of the Company be and is hereby authorised to complete and to do all acts and things as he may consider necessary or expedient for the purposes of or in connection with, and to give effect to the matters referred to in paragraph (a) of this Resolution as he shall think fit and in the interests of the Company.

ORDINARY RESOLUTION 4: THE POTENTIAL TRANSFER OF CONTROLLING INTEREST TO MS CHAN HUI LAN CATHERINE

That subject to and conditional upon the passing of Ordinary Resolutions 2 and 3:

- approval be and is hereby given to allot and issue such number of Rights Shares with Warrants (including excess Rights Shares with Warrants) to Ms Chan Hui Lan Catherine, subject to and otherwise in accordance with the terms and conditions of the Proposed Rights cum Warrants Issue, to the extent that the allotment and issue of such Rights Shares with Warrants (including excess Rights Shares with Warrants) constitutes a transfer of controlling interest in the Company to Ms Chan Hui Lan Catherine pursuant to Rule 803 of the Catalyst Rules; and
- any of the Directors of the Company be and is hereby authorised to complete and to do all acts and things as he may consider necessary or expedient for the purposes of or in connection with, and to give effect to the matters referred to in paragraph (a) of this Resolution as he shall think fit and in the interests of the Company.

BY ORDER OF THE BOARD

Chng Weng Wah

Chief Executive Officer / Executive Director

Singapore

29 March 2017

IMPORTANT: Please read notes below.

NOTES:

- A member of the Company (other than a Relevant Intermediary as defined below) entitled to attend and vote at the Extraordinary General Meeting of the Company (the "EGM") is entitled to appoint not more than two (2) proxies to attend and vote in his/her stead. A proxy need not be a member of the Company.
- Where a member of the Company (other than a Relevant Intermediary as defined below) appoints two (2) proxies, he/she shall specify the proportion of his/her shareholding to be represented by each proxy in the instrument appointing the proxies.
- A member who is a Relevant Intermediary entitled to attend and vote at the EGM is entitled to appoint more than two (2) proxies to attend and vote instead of the member, but each proxy must be appointed to exercise the rights attached to a different share or shares held by each member. Where such member appoints more than two (2) proxies, the appointments shall be invalid unless the member specifies the number of shares in relation to which each proxy has been appointed.

"Relevant Intermediary" means:

- a banking corporation licensed under the Banking Act, Chapter 19 of Singapore, or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity;
 - a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act, Chapter 289 of Singapore, and who holds shares in that capacity; or
 - the Central Provident Fund Board ("CPF Board") established by the Central Provident Fund Act, Chapter 36 of Singapore, in respect of shares purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the CPF Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.
- A member of the Company which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf.
 - The instrument appointing a proxy or proxies must be under the hand of the appointor or his attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed under its common seal or under the hand of its duly authorised officer or attorney.
 - The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 1001 Jalan Bukit Merah #06-11 Singapore 159455 not less than forty-eight (48) hours before the time appointed for holding the EGM.

Personal Data Privacy:

Where a member of the Company submits 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) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, proxy lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, lists rules, regulations and/or guidelines (collectively, the "Purposes"), (ii) warrants that where the member discloses the personal data of a member's proxy(ies) and/or representative(s) to the Company (or its agents), 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) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, (iii) undertakes that the member will only use the personal data of such proxy(ies) and/or representative(s) for the Purposes and (iv) 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. The member's personal data and the proxy's and/or representative's personal data may be disclosed or transferred by the Company to its subsidiaries, its share registrar and/or other agents or bodies for any of the Purposes, and retained for such period as may be necessary for the Company's verification and record purposes.

This notice has been reviewed by the Company's sponsor, RHT Capital Pte. Ltd., ("the Sponsor"), for compliance with the relevant rules of the Singapore Exchange Securities Trading Limited ("SGX-ST"). The Sponsor has not independently verified the contents of this notice. This notice has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this notice, including the correctness of any of the statements or opinions made or reports contained in this notice. The details of the contact person for the Sponsor is:- Name: Mr. Nathaniel C.V. (Registered Professional, RHT Capital Pte. Ltd.) Address: Six Battery Road, #10-01, Singapore 049909 - Tel: 6381 6757