



(Company Registration Number 200311348E)
(Incorporated in the Republic of Singapore)

PROPOSED ACQUISITION OF 70% OF THE SHARES IN THE SHARE CAPITAL OF THE GREEN BAR PTE. LTD.

1. INTRODUCTION

- 1.1 The Board of Directors (the “**Board**” or “**Directors**”) of LifeBrandz Ltd. (the “**Company**” and together with its subsidiaries, the “**Group**”) refers to the announcement released by the Company on 3 February 2022 (“**Previous Announcement**”).
- 1.2 Further to the Previous Announcement, the Board wishes to announce that:
- (a) LB Lab Pte. Ltd. (“**LB Lab**”) has on 18 April 2022 entered into a conditional sale and purchase agreement (“**SPA**”) with Ms. Ng Yu-Lynn Lynne Mari (“**NYLM**”), Mr. Sng Ren Yeong (“**SRY**”) and Ms. Lim Ca-Ryn (“**LCR**” and together with NYLM and SRY collectively, the “**Vendors**” and each a “**Vendor**”) pursuant to which the Vendors have collectively agreed to sell, and LB Lab has agreed to acquire, in aggregate 210,000 ordinary shares (“**Sale Shares**”) representing 70% of the total enlarged issued and paid-up share capital of The Green Bar Pte. Ltd. (“**GBPL**”) subsequent to GBPL Capitalisation (as defined herein), upon the terms and subject to the conditions in the SPA (“**Proposed Acquisition**”); and
 - (b) LB Lab has on 18 April 2022 entered into a conditional shareholders' agreement (“**SHA**”) with the Vendors and the Company to record the mutual understanding amongst the shareholders of LB Lab in relation to ownership, management and governance of LB Lab subsequent to completion of the Proposed Acquisition taking place in accordance with the SPA.
- 1.3 Capitalised terms used in this announcement, unless otherwise defined or the context otherwise defined, shall have the definitions ascribed to them in the Previous Announcement.
- 1.4 Upon completion of the Proposed Acquisition, GBPL will become a 70%-owned subsidiary of LB Lab and the Company’s shareholding in LB Lab will be diluted from 100% to 75%. Please refer to Appendix B to this Announcement for the shareholdings in GBPL and LB Lab, respectively, before and after completion of the Proposed Acquisition.
- 1.5 The Proposed Acquisition constitutes a “discloseable transaction” under Chapter 10 of Section B: Rules of Catalist of the listing manual (“**Catalist Rules**”) of the Singapore Exchange Securities Trading Limited (“**SGX-ST**”). Further details of the Proposed Acquisition are set out below.

2. INFORMATION ON GBPL AND VENDORS

The information on GBPL and the Vendors in this Announcement was provided by the Vendors. In respect of such information, the Company and the Board have not

independently verified the accuracy and correctness of the same and the Company's responsibility is limited to the proper extraction and reproduction herein in the context that the information is being disclosed in this Announcement.

- (a) GBPL is a private company limited by shares incorporated in Singapore on 12 January 2010. GBPL is principally engaged in the food and beverage business, in particular the sale of gourmet salads.
- (b) As at the date of this Announcement:
 - (i) the directors of GBPL are NYLM and LCR;
 - (ii) the shareholders of GBPL are as follows:

Name	Number of Shares in GBPL	Shareholding Percentage in GBPL
NYLM	43,500	29.0%
SRY	42,600	28.4%
LCR	63,900	42.6%
Total	150,000¹	100.0%

- (iii) none of the directors and shareholders of GBPL are related to any of the Directors, controlling shareholders, chief executive officer of the Company and/or their respective associates; and
- (iv) none of the directors and shareholders of GBPL holds, directly or indirectly, any shares in the Company.
- (c) As part of the Proposed Acquisition, each of LCR and Ernie Voon Tiq Wei (collectively, the “**Key Employees**”) will be entering into service agreements with LB Lab to be appointed as R&D Business Manager and General Manager, respectively, to *inter alia* oversee the management and operations of LB Lab and GBPL.

3. RATIONALE FOR THE PROPOSED ACQUISITION

3.1 The Proposed Acquisition is part of the Company's business strategy to capitalise on growth opportunities. The Board believes that with the gradual easing of the ongoing COVID-19 dining and social gathering restrictions, GBPL has potential for growth and such growth will provide the Company with a potential new income stream and improve its growth prospects. Further, the bulk of the investment is for the Company to fund LB Lab with the Convertible Loan (see paragraph 4.3 below) to extend and expand new GBPL's products and offerings under LB Lab, including the possibility of setting up a cloud kitchen and developing new takeout products. This will eventually enhance the shareholder value. Having considered the terms of the Proposed Acquisition, the Board is of the view that the Proposed Acquisition is in the best interests of the Company.

4. DETAILS OF THE PROPOSED ACQUISITION

4.1 Principal Terms of the Proposed Acquisition

¹ Please note that immediately upon completion of the GBPL Capitalisation, the total number of ordinary shares in GBPL will be 300,000 – see Appendix B below.

(a) **Purchase Consideration**

- (i) The purchase consideration for the Sale Shares is S\$17,744 ("**Purchase Consideration**") which will be fully satisfied by way of the allotment and issuance of 250,000 new ordinary shares to the Vendors in the capital of LB Lab ("**Consideration Shares**") representing 25% of the total enlarged issued and paid-up share capital of LB Lab, credited as fully paid-up and ranking *pari passu* in all respects with the shares of the same class in the capital of LB Lab. Each Vendor shall be issued and allotted such number of Consideration Shares in accordance with the proportion of Sale Shares held by that Vendor which is acquired by LB Lab under the SPA. Please refer to Appendix B to this Announcement for the shareholding in LB Lab before and after completion of the Proposed Acquisition.
- (ii) The Purchase Consideration was arrived on a willing-buyer willing-seller basis, privately negotiated and conducted on an arm's length basis between the LB Lab and the Vendors, taking into account, amongst others, the historical profits, financial position, goodwill in the branding of GBPL and the prospective business opportunities arising from the Proposed Acquisition.

(b) **Conditions**

- (i) Completion of the Proposed Acquisition ("**Completion**") is conditional upon, *inter alia*, the conditions set out in Appendix A to this Announcement (collectively, the "**Conditions**" and each a "**Condition**") being satisfied or waived in accordance with the terms of the SPA.

(c) **Completion**

- (i) Completion is expected to take place on a date falling no later than ten (10) business days after the date on which all the Conditions are fulfilled or waived by the Vendors or LB Lab (as the case may be), or such other date as may be mutually agreed in writing by LB Lab and the Vendors ("**Completion Date**").
- (ii) The Conditions shall be satisfied on or prior to the date falling sixty (60) days from the date of the SPA at 5.00 p.m., or such other date as may be agreed to in writing by LB Lab and the Vendors, failing which LB Lab (in the case of a Condition to be satisfied by the Vendors), or the Vendors (in the case of a Condition to be satisfied by LB Lab) may, at its option by giving notice to the other party, either:
 - (1) terminate the SPA on the terms and conditions therein, and neither party shall have any claim against the other for costs, damages, compensation or otherwise, save in respect of any antecedent breaches of the terms thereof; and
 - (2) waive the respective Condition(s) which are not satisfied (save for any Condition which cannot be waived by the relevant party

unilaterally) on such terms and conditions acceptable to such party and proceed to Completion.

- (iii) LB Lab shall not be obliged to complete the sale and purchase of any of the Sale Shares unless the sale and purchase of all the Sale Shares is completed simultaneously.

4.2 Shareholders' Agreement

Subject to and upon Completion in accordance with the SPA, the SHA will take effect as between the Company, LB Lab and the Vendors. The salient terms of the SHA are as follows:

- (a) the objective of the SHA is to regulate the relationship of the shareholders of LB Lab and the conduct of its business in the spirit of mutual confidence and co-operation;
- (b) the Vendors shall not act or omit to act, or procure that GBPL act or omit to act, in a manner which is inconsistent with his/her shareholding proportion in LB Lab and/or obligations under the SHA, and such obligations in respect of the SHA shall apply to GBPL in respect of their difference in shareholding in GBPL compared to LB Lab, upon Completion;
- (c) LB Lab shall enter into separate service agreements with the Company in respect of management services to be provided by the Company on the terms set out therein;
- (d) the first auditor of LB Lab shall be Mazars LLP;
- (e) the board of LB Lab shall consist of three (3) directors, which the Company shall appoint two (2) directors and the Vendors shall collectively appoint one (1) director;
- (f) the quorum of a board meeting shall be two (2) directors, with at least one (1) director appointed by the Company;
- (g) the quorum for the transaction of business at a shareholders' meeting shall consist of the Company;
- (h) the Company shall have the right of first refusal in respect of any purported transfer of shares in LB Lab by the Vendors;
- (i) the Company shall have drag-along rights to compel the other shareholders of LB Lab to transfer the same proportion of their shares in LB Lab in a sale of its shares in LB Lab to a bona-fide third party purchaser;
- (j) each of the shareholders in LB Lab shall have tag-along rights in respect of any purported transfer of shares in LB Lab to a third-party transferee; and
- (k) in the event of a default by the Vendor(s) of the terms of the SHA, the Company shall have a right to, amongst others, compel the Vendor in default to sell its shares in LB Lab and/or GBPL to the Company at 80% of the respective fair market value – which shall be agreed by the shareholders at first instance, failing which an

independent valuer shall be appointed as expert (and not arbiter) to determine such fair market value.

4.3 Convertible Loan Agreement

Upon Completion in accordance with the SPA, the Company intends to make an investment in LB Lab by way of a grant a convertible loan of an amount of S\$650,000 ("**Convertible Loan**"), and by way of share equity of an amount of S\$50,000 to LB Lab, with the intention of funding the extension and expansion of GBPL's products and offerings under LB Lab, including the possibility of setting up a cloud kitchen and developing new products.

The Company and LB Lab have on 18 April 2022 entered into a convertible loan agreement ("**CLA**") in respect of the terms of the Convertible Loan. The salient terms of the CLA (other than as already stated above) are as follows:

- (a) amongst others, the Proposed Acquisition should have taken place in accordance with the terms and conditions of the SPA as a condition to the disbursement of the Convertible Loan;
- (b) the Convertible Loan shall be issued in one (1) lump sum upon the conditions of drawdown being fulfilled;
- (c) interest at the rate of 5.0% per annum will be charged on the outstanding Convertible Loan from the date of drawdown to the date of repayment or the date of conversion of the Convertible Loan – repayment date shall be a date which is within five (5) years from the date of drawdown of the Convertible Loan or such date as may be extended by LB Lab with the Company's written consent ("**Repayment Date**") and accrued interest will be paid on the date at the end of each calendar quarter from 30 June 2023 ("**Interest Payment Dates**");
- (d) LB Lab may repay the outstanding Convertible Loan (including accumulated interest thereon) at any time by giving one (1) month prior irrevocable notice;
- (e) the Company may exercise its rights to convert the Convertible Loan if any event(s) of default are triggered;
- (f) the number of shares in LB Lab to be issued on conversion is based on a total or partial conversion of the total indebtedness of LB Lab under the CLA divided by an exercise price of S\$0.065 per share in LB Lab;
- (g) the converted shares shall rank *pari passu* in all respects with the other existing issued and paid up share capital of LB Lab, save for any dividends, rights, allotments or other distributions, the record date of which calls before the conversion date; and

- (h) LB Lab undertakes, among others, to indemnify the Company for any loss incurred by the Company for any default in the payment of any amounts under the CLA.

4.4 Costs and Expenses

Each of LB Lab and the Vendors shall pay their own costs and expenses in relation to the negotiation, preparation, execution, performance and implementation of the SPA and the other Transaction Documents (as defined in the SPA) except that this shall not prejudice the right of any party to seek to recover its costs in any litigation or dispute resolution procedure which may arise out of the SPA.

Notwithstanding the above, LB Lab shall pay all stamp, documentary, transaction and other like duties or taxes (if any) to which the SPA and the other Transaction Documents (as defined in the SPA) may be subject or may give rise, and in the event that execution of the SPA and/or Completion gives rise to any tax liability of GBPL whatsoever, LB Lab shall bear all such tax.

5. PROPOSED ACQUISITION AS A DISCLOSEABLE TRANSACTION

- 5.1 Based on the Company's latest announced unaudited financial statements of the Group for the 6-month financial period ended 31 January 2022 ("HY2022"), the relative figures of the Proposed Acquisition computed on the bases set out in Rule 1006 of the Catalyst Rules are as follows:

Catalist Rule	Basis of Calculation	Relative Figure (%)
1006(a)	The net asset value of the assets to be disposed of, compared with the Group's net asset value. This basis is not applicable to an acquisition of assets.	Not applicable ¹
1006(b)	The net loss attributable to the assets acquired or disposed of, compared with the Group's net profits ² .	4.23% ³
1006(c)	The aggregate value of the consideration given or received, compared with the Group's market capitalisation based on the total number of issued shares excluding treasury shares.	10.89% ⁴
1006(d)	The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue.	Not applicable ⁵
1006(e)	The aggregate volume or amount of proved and probable reserves to be disposed of, compared with the aggregate of the Group's proved and probable reserves. This basis is applicable to a disposal of mineral, oil or gas assets by a mineral, oil and gas company, but not to an acquisition of such assets.	Not applicable ⁶

Notes:

- 1) Rule 1006(a) of the Catalist Rules is not applicable to an acquisition of assets.
- 2) Under Rule 1002(3)(b) of the Catalist Rules, “net profits” is defined as profit or loss including discontinued operations that have not been disposed of, before income tax and non-controlling interests.
- 3) This is based on GBPL’s unaudited net loss for the 6-month financial period from 1 July to 31 December 2021 attributable to the 52.5% post-Completion effective shareholding of GBPL of S\$21,514, and the Group’s net loss for HY2022 of S\$509,000.
- 4) Based on the Purchase Consideration of S\$17,744 as well as the new fund injection of S\$700,000 into LB Lab by way of Convertible Loan and share equity as mentioned in paragraph 4.3 of this Announcement, and the market capitalisation of the Company being S\$6.59 million, which is calculated based on the weighted average price of S\$0.0032 per Share as at 14 April 2022, being the last trading day for the Company’s shares preceding the date of execution of the SPA.
- 5) The Proposed Acquisition does not involve the issue of equity shares of the Company.
- 6) Rule 1006(e) of the Catalist Rules is not applicable as the Company is not a mineral, oil and gas company.

5.2 Discloseable Transaction

Having considered Paragraph 4.4(a) of Practice Note 10A of the Catalist Rules, as the relative figures of the Proposed Acquisition computed on the bases set out in Rule 1006 of the Catalist Rules exceed 5% but do not exceed 75%, the Proposed Acquisition constitutes a “discloseable transaction” as defined in Chapter 10 of the Catalist Rules. Accordingly, the approval of the shareholders of the Company is not required.

6. FINANCIAL EFFECTS OF THE PROPOSED ACQUISITION

- 6.1 The financial effects of the Proposed Acquisition are set out below strictly for illustrative purposes, and do not necessarily reflect the actual financial performance and position of the Group following the Proposed Acquisition. The financial effects of the Proposed Acquisition were calculated based on the latest audited financial statements of the Group for the financial year ended 31 July 2021 (“**FY2021**”) and the unaudited management accounts of GBPL for the financial year ended 31 December 2021.
- 6.2 The figures presented below are computed based on the following bases and assumptions:
 - (a) the financial effects on the Group’s net tangible assets (“**NTA**”) attributable to the shareholders and the NTA per ordinary share in the capital of the Company (“**Share**”) have been computed assuming that Completion took place on 31 July 2021; and
 - (b) the financial effects on the Group’s profit attributable to the shareholders and the earnings per Share (“**EPS**”) have been computed assuming that Completion took place on 1 August 2020, being the beginning of FY2021.

6.3 NTA per Share

	Before the Proposed Acquisition	After the Proposed Acquisition
NTA attributable to the Shareholders of the Company (S\$'000)	3,582	3,591
No. of Shares ('000) (excluding treasury shares)	2,060,340	2,060,340
NTA per Share (Singapore Cents)	0.174	0.174

6.4 EPS

	Before the Proposed Acquisition	After the Proposed Acquisition
Net profit attributable to shareholders (S\$'000)	1,860	1,807
No. of Shares ('000) (excluding treasury shares)	914,282	914,282
EPS (Singapore Cents)	0.203	0.198

6.5 Value of assets being acquired

Based on the management accounts of GBPL as at 31 December 2021, GBPL has a negative book value of S\$146,326 and the adjusted book value of GBPL is approximately S\$17,000 as at 31 December 2021 ("**Adjusted BV**"), assuming, *inter alia*, capitalisation of existing directors' and shareholders' loans made to GBPL. No independent valuation was commissioned on GBPL for the purpose of the Proposed Acquisition. Based on the management accounts of GBPL as at 31 December 2021, for the 6-month period from 1 July 2021 to 31 December 2021, GBPL recorded revenue of S\$78,092 and a net loss of S\$40,978. The revenue and net loss attributable to the 52.5% post-Completion effective shareholding of GBPL for the same period are S\$40,998 and S\$21,514 respectively.

7. INTEREST OF DIRECTORS AND CONTROLLING SHAREHOLDERS

7.1 None of the Directors or controlling shareholders of the Company, or their respective associates, has any interest, direct or indirect in the Proposed Acquisition, the SPA, the SHA and the CLA, save for their interests by virtue of their shareholdings and/or directorships, as the case may be, in the Group.

8. SERVICE CONTRACTS

8.1 No new directors are proposed to be appointed to the Board in connection with the Proposed Acquisition. As such, no service agreements will be entered into with any new director of the Company in connection with the Proposed Acquisition.

9. DOCUMENTS AVAILABLE FOR INSPECTION

- 9.1 A copy of the SPA, the SHA and the CLA will be made available for inspection during normal business hours at the registered office of the Company at 30 Cecil Street #19-08 Prudential Tower, Singapore 049712 for three (3) months from the date of this Announcement.
- 9.2 Due to the mandatory safe distancing measures issued by the Singapore Ministry of Health in relation to the COVID-19 outbreak, such physical inspection may be restricted. Please write in to invest@lifebrandz.com prior to making any visits to arrange for a suitable time slot for the inspection.

10. FURTHER ANNOUNCEMENTS

- 10.1 The Company will make further announcement(s) to keep shareholders informed, as and when there are further updates or developments in due course.

11. CAUTION IN TRADING

- 11.1 Shareholders are advised to exercise caution in trading their shares in the Company. The Proposed Acquisition is subject to, amongst others, the Conditions. There is no certainty or assurance as at the date of this Announcement that the Proposed Acquisition will be completed, or that no changes will be made to the terms thereof. The Company will make the necessary announcements when there are further developments on the Proposed Acquisition and other matters contemplated by this Announcement. Accordingly, shareholders are advised to exercise caution before making any decision in respect of their dealings in the shares of the Company. Shareholders should consult their stockbrokers, bank managers, solicitors or other professional advisors if they have any doubt about the actions they should take.

12. RESPONSIBILITY

- 12.1 The Directors of the Company collectively and individually accept full responsibility for the accuracy of the information given in this Announcement (save for information relating to the Vendors and GBPL) and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this Announcement constitutes full and true disclosure of all material facts about the Proposed Acquisition, the Company, and its subsidiaries (including but not limited to LB Lab), and the Directors are not aware of any facts the omission of which would make any statement in this Announcement misleading. Where information in this Announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Announcement in its proper form and context.
- 12.2 The Vendors accepts full responsibility for the accuracy of the information given in this Announcement in respect of the Vendors and GBPL, and confirms after making all reasonable enquiries, that to the best of their knowledge and belief, the facts stated and opinions expressed by them in this Announcement in respect of the Vendors and GBPL are fair and accurate in all material respects as at the date hereof, and the Vendors are not aware of any material facts in respect of the Vendors and GBPL, the omission of which would make any statement in respect of the Vendors and GBPL in this Announcement misleading.

By Order of the Board

Lam Siew Kee
Executive Chairman and Chief Executive Officer
18 April 2022

*This announcement has been reviewed by the Company's sponsor, SAC Capital Private Limited (the "**Sponsor**"). This announcement has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") and the SGX-ST assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.*

The contact person for the Sponsor is Ms Lee Khai Yinn (Tel: (65) 6232 3210), at 1 Robinson Road, #21-00 AIA Tower, Singapore 048542.

APPENDIX A

KEY CONDITIONS

The agreement to sell and purchase the Sale Shares and completion of which shall be conditional upon satisfaction (or waiver) of *inter alia* the following conditions in accordance with the SPA:

For the purposes of this Appendix A, unless the context otherwise requires, capitalised terms herein have the same meaning as set out in the Announcement.

A. Conditions to be satisfied by the Vendors

1. Capitalisation by GBPL: the Vendors having delivered to LB Lab evidence satisfactory to LB Lab that GBPL has capitalised all amounts owing to the Vendors as share capital of GBPL in accordance with the applicable laws and the constitution of GBPL ("**GBPL Capitalisation**"), including but not limited to the following documents:
 - (a) certified true copies of the resolutions of the board of directors of GBPL (whether passed at a board meeting of GBPL duly and validly convened in accordance with the applicable laws and the constitution of GBPL, or passed in writing in accordance with the constitution of GBPL) (in such form and substance acceptable to LB Lab) approving, amongst others, the GBPL Capitalisation;
 - (b) certified true copies of the resolutions of the shareholders of GBPL (whether passed at a shareholders meeting of GBPL duly and validly convened in accordance with the applicable laws and the constitution of GBPL, or passed in writing in accordance with the applicable laws and the constitution of GBPL) (in such form and substance acceptable to LB Lab) approving, amongst others, the GBPL Capitalisation; and
 - (c) a copy of the updated electronic register of members of GBPL maintained by the Accounting and Corporate Authority of Singapore ("**ACRA**") ("**E-ROM**") reflecting that upon the GBPL Capitalisation and immediately prior to Completion, the shareholding structure of GBPL is as set out in Appendix B to this Announcement;
2. Employment: the Vendors having delivered to LB Lab:
 - (a) certified true copies of the resignation letters duly executed by the Key Employees having resigned from their employment with GBPL (in such form and substance acceptable to LB Lab);
 - (b) certified true copy of the resignation letters duly executed by NYLM evidencing that NYLM ceasing to be an employee and a director of GBPL subject to, and with effect from Completion, in such form and substance acceptable to LB Lab; and
 - (c) service agreements duly executed between each of the Key Employees and LB Lab, taking effect subject to and upon Completion and on such terms and conditions satisfactory to LB Lab (including but not limited to terms that the Key Employees will manage both LB Lab and GBPL);
3. Due diligence: the results of legal, commercial, tax, financial and technical due diligence investigations on GBPL being satisfactory to LB Lab (acting in its sole and absolute

discretion), and the rectification of any legal, commercial, tax, financial and/or technical issues identified in connection with the due diligence investigations on GBPL to the satisfaction of LB Lab (acting in its sole and absolute discretion);

4. Termination of existing shareholders' agreement: the Vendors having delivered to LB Lab evidence satisfactory to LB Lab of the termination of any existing shareholders' agreement entered into amongst GBPL and/or the Vendors;
5. Entry into new shareholders' agreement: the Vendors having delivered a duly executed copy of the new shareholders' agreement in respect of LB Lab entered into amongst the Vendors, the Company and LB Lab, taking effect immediately on Completion and on such terms satisfactory to the Company and LB Lab;
6. Company's corporate approvals: the Vendors having delivered to LB Lab certified true copies of the resolutions passed by the board of directors of GBPL in accordance with the Constitution, internal corporate governance documents and the applicable laws (in such form and substance acceptable to LB Lab) to:
 - (a) approve GBPL's execution and performance of the SPA and all other Transaction Documents which it is party to;
 - (b) approve the transfer of Sale Shares from the Vendors to LB Lab;
 - (c) approve the cancellation of the Vendors' old share certificates;
 - (d) approve the issue of the Vendors' new share certificates;
 - (e) approve the issue of LB Lab's share certificate;
 - (f) approve the appointment of LB Lab's nominated directors with effect from the Completion Date; and
 - (g) direct the secretary of GBPL to: (i) e-file all necessary notices, forms and other documents with ACRA to (1) effect the transfer of the Sale Shares from the Vendors to LB Lab, (2) update the E-ROM to reflect LB Lab as the shareholder of the Sale Shares, (3) notify ACRA of the change of officers of GBPL pursuant to Completion; and (ii) update all other registers and records of GBPL as may be necessary to reflect Completion and the change of officers of GBPL;
7. Third Party Consents: the Vendors having obtained and delivered to LB Lab all necessary approvals, consents, licences, permits, authorisations and/or registrations from/with all relevant governmental, regulatory and other authorities, financiers, counterparties and/or third parties in relation to the transactions contemplated in the Transaction Documents ("**Third Party Consents**"), and such Third Party Consents remaining valid and in force and not having been withdrawn, revoked or amended, nor subject to conditions not acceptable to LB Lab (acting in its sole and absolute discretion);
8. Warranties: the warranties and representations given by the Vendors in the SPA being true, accurate and correct and not misleading in any respect up to and including at Completion;

9. Vendors' obligations: each Vendor not being in breach of any of his obligations, covenants, undertakings and warranties to be observed, performed or complied with prior to Completion;
10. Material Adverse Effect: there being no occurrence of any event, circumstance, change, development or matter which has or would reasonably be expected to have a material adverse effect on (a) the financial condition, assets, liabilities, business, operations or results of operations of GBPL taken as a whole, and/or (b) the ability of any Vendor to perform his obligations under the Transaction Documents ("**Material Adverse Effect**");
11. Illegality: no competent Government Authority has enacted, issued or promulgated any applicable laws that are in effect and has the effect of making the Completion contemplated under the SPA illegal or which has the effect of prohibiting or otherwise preventing the Completion contemplated under the SPA; and
12. Company/LB Lab approval: the Company and LB Lab having duly obtained all necessary corporate and governmental approvals in accordance with its constitutional documents, internal regulations and the applicable laws to execute the Transaction Documents which it is a party to and carry out the transactions contemplated thereunder, and there is no event, change or effect that individually or in the aggregate is or is reasonably expected to be materially adverse to the ability of either the Company or LB Lab (as the case may be) to perform its obligations under the Transaction Documents which it is a party to.

B. Conditions to be satisfied by LB Lab

1. Capitalisation by LB Lab: LB Lab having delivered to the Vendors evidence satisfactory to the Vendors that LB Lab has capitalised all amounts owing to the Company and its related companies as share capital of LB Lab on terms agreed between LB Lab, GBPL and the Company;
2. LB Lab's obligations: LB Lab not being in breach of any of its obligations, covenants, undertakings and warranties under the SPA to be observed, performed or complied with prior to Completion; and
3. Warranties: LB Lab's warranties as set out in the SPA being true, accurate and correct and not misleading in any material respect up to and including at Completion.

APPENDIX B

1. Shareholding in GBPL before and after the Completion

Name	Number of Shares in GBPL immediately before Completion	Movement of Sale Shares	Number of Shares in GBPL immediately after Completion	Shareholding Percentage in GBPL immediately after Completion
NYLM	87,000	(60,900)	26,100	8.70%
SRY	85,200	(59,640)	25,560	8.52%
LCR	127,800	(89,460)	38,340	12.78%
LB Lab	-	210,000	210,000	70.00%
Total	300,000	-	300,000	100.00%

2. Shareholding in LB Lab before and after the Completion

Name	Number of Shares in LB Lab immediately before Completion	Consideration Shares to be issued to Vendors upon Completion	Number of Shares in LB Lab immediately after Completion	Shareholding Percentage in LB Lab immediately after Completion
NYLM	-	72,500	72,500	7.25%
SRY	-	71,000	71,000	7.10%
LCR	-	106,500	106,500	10.65%
The Company	750,000	-	750,000	75.00%
Total	750,000	250,000	1,000,000	100.00%