

EXERCISE FORM FOR WARRANTS A

(To be executed and lodged with the Registrar to exercise the Exercise Rights in respect of the Warrants A)

EXPIRY DATE : 8 April 2020
EXERCISE PERIOD : 4 years
EXERCISE PRICE : RM2.22

To: **The Registrar of MEGA FIRST CORPORATION BERHAD** Reg. No. 196601000210 (6682-V)
Boardroom Share Registrars Sdn Bhd
11th Floor, Menara Symphony, No. 5 Jalan Prof. Khoo Kay Kim, Seksyen 13,
46200 Petaling Jaya, Selangor Darul Ehsan

I/We, the undersigned, the registered holder of the Warrants which have been deposited into my/our Central Depository System Account set out below -

NAME *

[illegible]

OLD IDENTITY CARD NO/PASSPORT NO/ARMED FORCES IDENTITY CARD NO/POLICE
PERSONNEL IDENTITY CARD NO/COMPANY REGISTRATION NO *

[illegible]

NEW IDENTITY CARD NO (IN THE CASE OF AN INDIVIDUAL) *

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CORRESPONDENCE ADDRESS *

[illegible]

CONTACT NUMBERS

OFFICE NUMBER:[illegible]

HOUSE NUMBER:

[illegible]**FAX NUMBER:**[illegible]

- (a) hereby confirm and declare that all information provided by me/us herein are true and correct;
- (b) hereby confirm and declare that the information indicated with an asterisk * above is identical with the information in the records of Bursa Malaysia Depository Sdn Bhd (“**Bursa Depository**”) with regard to my/our Central Depository System account(s) with Bursa Depository (“**CDS account(s)**”) and further agree and confirm that in the event the information aforesaid differs from the information in Bursa Depository’s records as mentioned earlier, the exercise of my/our rights hereunder may be rejected;
- (c) hereby irrevocably elect, upon and subject to the provisions of the Deed Poll dated 25 February 2016 executed by the Company (“**Deed Poll**”) to exercise the Exercise Rights represented by the Warrants in my/our CDS account(s) specified below, and to subscribe for such number of new ordinary shares in the Company (“**New Shares**”) specified below at the Exercise Price, and agree to accept such New Shares subject to the terms of the Memorandum and Articles of Association of the Company:

- (d) hereby authorise you to instruct Bursa Depository to debit the quantity(ies) of Warrants specified below from my/our CDS account(s) in the exercise of my/our rights as specified below in accordance with the provisions of the Deed Poll:

Source account for debiting Warrants																
CDS ACCOUNT NUMBER, ADA AND BRANCH CODE/ACCOUNT NUMBER																Quantity
			-				-									
			-				-									
			-				-									
			-				-									

- (e) hereby confirm the Warrants specified above intended for the exercise of rights are or have been designated as “free securities” in my/our CDS account(s) in accordance with the Rules of Bursa Depository and further declare that if this declaration is untrue, the exercise of my/our rights hereunder may be rejected;
- (f) where I/we am/are entitled to receive New Shares upon the exercise of my/our rights herein, I/we hereby authorise you to instruct Bursa Depository to credit the quantity(ies) of New Shares specified below into my/our CDS account stated below and for the notice of allotment to be despatched to me/us at my/our risk to the correspondence address mentioned herein:

Target account for crediting New Shares																
CDS ACCOUNT NUMBER, ADA AND BRANCH CODE/ACCOUNT NUMBER																Quantity
			-				-									
			-				-									
			-				-									
			-				-									

Note: Warrant Holders shall not be allowed to instruct for New Shares to be credited into any CDS account(s) other than one of those from which the Warrants are to be debited.

- (g) hereby confirm that after the submission of this form to the Company, I/we will not dispose, transfer or charge the Warrants intended for exercise of rights herein, until the exercise is completed by debiting the Warrants from my/our CDS account(s) or the exercise is rejected by the Company, whichever is applicable;
- (h) hereby make payment in full for such New Shares at the Exercise Price of RM2.22 per New Share, subject to adjustments in accordance with **Condition 3** of the Conditions of the Deed Poll and together with any other payments required under the Securities Industry (Central Depositories) Act 1991 and the Rules of Bursa Depository and the Deed Poll, by banker’s draft or cashiers order drawn on a bank operating in Malaysia or a money order or postal order issued by a post office in Malaysia in favour of **“MFCB WARRANTS ACCOUNT”** crossed “A/C Payee Only” amounting to RM _____ and endorsed on the reverse side with my/our name and address in block letters; and
- (i) hereby undertake to fully indemnify and keep the Company and Registrar indemnified against any claims, loss, damage, liability, cost or expense (including legal cost) that may be suffered or incurred by the Company and/or Registrar as a result of the Company and/or Registrar acting in accordance with my/our authorisations and confirmations herein or from any breach of my/our undertaking herein.
- (j) hereby declare and confirm that I/we have complied with all exchange control regulations and requirements imposed by Bank Negara Malaysia or other prevailing statutory requirements for the time being applicable to the exercise of the Exercise Rights and any directions and instructions given in this Exercise Form.

Dated

If Warrant Holder is an individual

Signature of Warrant Holder

If Warrant Holder is a corporation/society

The common seal of Warrant Holder)
was hereto affixed in the presence of:)

Director
Name:

Director/Secretary
Name:

Notes:

1. No script will be issued to the Warrant Holder as a result of any exercise of rights herein.
2. In exercising the Exercise Rights represented by the above Warrants, compliance must be made with any exchange control or other statutory requirements for the time being applicable.
3. A corporation completing this Exercise Form is required to affix its Common Seal in accordance with its memorandum and articles of association, a copy of which must be lodged with the Registrar.
4. The terms and expressions used in this Exercise Form (unless otherwise defined in this Exercise Form) will have the same meanings and interpretation as defined in the Deed Poll.
5. If any part of the Exercise Form is not duly completed, the Company may at its election deem any exercise or purported exercise of the Exercise Rights as invalid.
6. Subject to the Conditions, the Exercise Rights can be exercised by the Warrant Holders at any time during the period commencing on and including the date of issue of the Warrants and expiring on the close of business at 5.00pm in Malaysia on the Expiry Date. Any Exercise Right which has not been exercised at the close of business at 5.00pm in Malaysia on the Expiry Date will lapse and every Warrant will cease thereafter to be valid for any purpose.
7. All information given above must be the same as the information in the records of Bursa Depository.
8. Joint holders are not recognised by the Company under the Central Depository System.
9. A processing fee of **RM21.20** for the debiting of Warrants from and crediting of New Shares to the CDS Account of the exercising Warrant Holder is payable to "**Boardroom Share Registrars Sdn Bhd**" as the Registrar (or such other fee as the Registrar may from time to time determine).

Attention

The attention of Warrant Holders is drawn to Part III of the Malaysian Code on Take-Overs and Mergers 2010 ("**Code**") and Section 218 of the Capital Markets and Services Act 2007 as amended or replaced from time to time. In general terms, these provisions regulate the acquisition of effective control of public companies. Warrant Holders should consider the implications of these provisions before they exercise their respective Exercise Rights. In particular, a Warrant Holder should note that it/he may be under an obligation to extend a take-over offer to the shareholders of the Company in accordance with requirements of the Code if–

- (a) it/he intends to acquire, by exercise of Exercise Rights represented by the Warrants, whether at one (1) time or different times, New Shares which (together with shares owned or acquired by it/him or persons acting in concert with it/him) will result in it/him either alone or together with persons acting in concert with it/him obtaining control of the Company; or
- (b) it/he, together with persons acting in concert with it/him, holds more than thirty three per cent (33%) but less than fifty per cent (50%) of the voting rights of the Company, and either alone or together with persons acting in concert with it/him, intends to acquire additional New Shares by the exercise of the Warrants or otherwise in any period of six (6) months, additional Shares increasing such percentage of the voting rights by more than two percent (2%).

The term "*control*", in relation to an acquisition of shares, means the acquisition or holding of, or entitlement to exercise or control the exercise of, voting shares of more than 33% in a company.

Warrant Holders should take note however that it/he may be deemed, in circumstances set out in the Practice Notes issued by the Securities Commission pursuant to the Code, to have acquired control of a company even where he acquires less than 33% of the voting shares in that company.

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