

EXERCISE PRICE

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NUMBER OF EXERCISED WARRANTS

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SOURCE ACCOUNT FOR DEBITING EXERCISED WARRANTS / TARGET ACCOUNT FOR CREDITING EXERCISED SHARES

CDS Account Number, ADA & Branch Code /Account Number													
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Note: Each Form will be limited to 1 CDS Account only

PAYMENT OF EXERCISE MONEYS

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BANKER’S DRAFT / CASHIERS ORDER / MONEY ORDER / POSTAL ORDER (please delete, as applicable)

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ISSUING BANK (if applicable)

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in favour of **“GENT WARRANTS ACCOUNT”** crossed “Account Payee Only” and endorsed on the reverse side with my/our name, address and CDS account number in block letters.

I/We, the undersigned, am/are the Warrant Holder(s) hereby irrevocably elect, upon and subject to the terms and conditions of the Deed Poll to exercise the Exercise Rights.

I/We, the undersigned:

- (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 (*) is identical with the information in the records of Bursa Malaysia Depository Sdn. Bhd. (**“Bursa Depository”**) with regard to my/our securities account with Bursa Depository (**“CDS account”**) and further agree and confirm that in the event the aforesaid information 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 authorise you to instruct Bursa Depository to debit the quantity(ies) of Warrants as specified in the table above (**“Exercised Warrants”**) from my/our CDS account in the exercise of my/our rights in accordance with the provisions of the Deed Poll;

- (d) hereby confirm the Exercised Warrants are or have been designated as “free securities” in my/our CDS account(s) in accordance with the Rules and further declare that if this declaration is untrue, the exercise of my/our rights hereunder may be rejected;
- (e) hereby irrevocably authorise you to instruct Bursa Depository to credit the Exercised Shares which I/we am/are entitled to receive upon the exercise of my/our Exercise Rights as specified in the table above into my/our CDS account stated above and for the notice of allotment to be despatched to me/us at my/our risk to the correspondence address mentioned herein;
- (f) hereby confirm that after the submission of this form to the Company, I/we will not trade, transfer or charge the Exercised Warrants, until the exercise is completed by the debiting of the Exercised Warrants from my/our CDS account or the exercise is rejected by the Company, whichever is applicable;
- (g) hereby agree to accept such Exercised Shares allotted subject to the memorandum and articles of association of the Company;
- (h) hereby declare and confirm that I/we have complied with all exchange control and other legal requirements and registration formalities applicable to the exercise of the Exercise Rights; and
- (i) hereby undertake to fully indemnify and keep the Company and the Registrar indemnified against any claims, loss, damages, liabilities, costs or expenses (including legal costs and solicitors’ costs on a solicitor and client basis) that may be suffered or incurred by the Company and the Registrar as a result of the Company and/or the Registrar acting in accordance with my/our authorisations and confirmations herein or from any breach of my/our undertakings herein.

Notes:

1. *ADA means Authorised Depository Agent(s).*
2. *No Warrant Certificate will be issued to the Warrant Holder as a result of any exercise of his Exercise Rights.*
3. *No Warrant Holder is allowed to instruct crediting of Exercised Shares into a CDS account other than the CDS account from which the Exercised Warrants are to be debited.*
4. *In exercising the Exercise Rights represented by the above Exercised Warrants, compliance must be made with any exchange control or other statutory requirements for the time being applicable.*
5. *The Exercise Right for any Warrant that is not exercised by 5.00 p.m. on the last day of the Exercise Period will lapse and become null and void.*
6. *A corporation completing this Exercise Form is required to affix its common seal in accordance with its memorandum and articles of association.*
7. *All information marked with an asterisk (*) given above must be the same as the information in the records of Bursa Depository.*
8. *Joint account holders are not recognised by Bursa Depository. For the avoidance of doubt, if no CDS account number is provided, any exercise or purported exercise of the Exercise Rights shall be deemed to be invalid.*
9. *A processing fee of RM20.00 for each Exercise Form shall be paid by the Warrant Holder in the form of a cheque/banker’s draft/cashiers order/money order/postal order in favour of “**Genting Management and Consultancy Services Sdn Bhd**”.*
10. *Warrant Holder must pay all stamp, issue, registration or other similar taxes or duties arising from the exercise of the relevant Warrants in accordance with any law for the time being in force.*

Dated the _____ day of _____ 20____

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/other authorised person(s)
Name:

Attention:

The attention of Warrant Holders is drawn to Part III of the Malaysian Code on Take-overs and Mergers 2010 (“Code”), the Practice Note of the Code, the Guidelines on Contents of Applications relating to Take-Over and Mergers and Division 2 of Part VI of the Capital Markets and Services Act 2007, each as amended or replaced from time to time. In particular, a Warrant Holder should note that he will be under an obligation to extend a take-over offer for the remaining Shares of the Company not already held by him and persons acting in concert with him and accordingly should consult the Securities Commission Malaysia if:

- (a) he acquires or holds or controls the exercise of, whether by exercise of the Warrants or otherwise, and whether at one time or different times, Shares which (together with Shares already owned or acquired by him or persons acting in concert with him) carry more than 33% of the voting rights of the Company; or
- (b) he, together with persons acting in concert with him, holds more than 33% but not more than 50% of the voting rights of the Company, and either alone or together with persons acting in concert with him, acquires additional Shares by the exercise of the Warrants or otherwise in any period of 6 months, increasing such percentage of the voting rights by more than 2%.