



\* CONTACT NUMBER

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Office Number

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House Number

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Handphone Number

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Fax Number

- (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 Depository with regard to my/our central depository securities account with Bursa Depository (“**CDS account**”) 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 Subscription Rights hereunder may be rejected;
- (c) hereby irrevocably authorise you to instruct Bursa Depository to debit the quantity of Warrants specified below (“**Exercised Warrants**”) from and to credit the quantity of new Ordinary Shares in the Company into [my/our] CDS account(s) as follows:

Source CDS account for debiting Warrants and target CDS account for crediting of new Ordinary Shares														
Stock Code	Quantity of Warrants	CDS ACCOUNT NUMBER, ADA CODE - ADA BRANCH CODE - ACCOUNT NUMBER										Quantity of Shares	Stock code	

- (d) hereby confirm the Exercised Warrant(s) 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 Subscription Rights hereunder may be rejected;
- (e) hereby confirm that after the submission of this Subscription Form to you, I/we will not dispose, transfer or charge the Exercised Warrant(s), until the exercise is completed by the debiting of the Exercised Warrant(s) from my/our CDS account(s) or the exercise is rejected by the Company, whichever is applicable;
- (f) hereby make payment in full for such New Shares which includes payment of the Exercise Price subject to adjustments in accordance with Condition 5 of Schedule 3 of the Deed Poll and together with any payments required under the Securities Industry (Central Depositories) Act, 1991 (as may be amended from time to time and re-enactment thereof) or the Rules of Bursa Depository (as may be amended from time to time and re-enactment thereof), and all other fees and charges including taxes, stamp duty and deposit fees (if any) payable to Bursa Depository 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 “**SAUDEE GROUP BERHAD WARRANT B ACCOUNT**” crossed “**Account Payee Only**” amounting to RM\_\_\_\_\_ and endorsed on the reverse side with my/our name, address in block letters and CDS account number or Internet bank transfer to designated bank account number of **8010727877** maintained with **CIMB Bank Berhad** in favour of “**SAUDEE GROUP BERHAD WARRANT B ACCOUNT**” (proof of payment to be attached to the Subscription Form submitted to the Registrar);
- (g) hereby irrevocably elect, upon and subject to the provisions of the Deed Poll to exercise the Subscription Rights in respect of the Exercised Warrant(s) to subscribe for such number of New Share(s) of the Company at the Exercise Price, and agree to accept such New Share(s) allotted subject to the Constitution of the Company;

- (h) hereby enclose a legible photocopy of –
  - i) (in the case where the Warrant Holder(s) is an individual) my new Identity Card; or
  - ii) (in the case where the Warrant Holder(s) is a corporation) our Certificate of Incorporation or Notice of Registration, as the case may be;
- (i) hereby authorise you to issue and allot the New Share(s) and despatch the notice of allotment in respect thereof within eight (8) Market Days from the date of receipt of this Subscription Form together with the requisite payment (subject to the requirements of the relevant authorities);
- (j) 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 Subscription Rights; and
- (k) hereby undertake to fully indemnify and keep the Company and the Registrar indemnified against any claims, loss, damage, liability, cost or expense (including legal cost 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.

Dated:

*If Warrant Holder is an individual*

\_\_\_\_\_  
Signature of the Warrant Holder

*If Warrant Holder is a corporation/society*

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

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

Notes:

1. No physical share certificate will be issued to the Warrant Holder as the result of any exercise of his/its Subscription Rights.
2. No Warrant Holder(s) is allowed to instruct crediting of the New Share(s) into a CDS account other than the CDS account(s) from which the Exercised Warrants are to be debited from.
3. In exercising the Subscription Rights represented by the above Exercised Warrant(s), compliance must be made with any exchange control or other statutory requirements for the time being applicable.
4. The Subscription Right for any Warrant that is not exercised during the Exercise Period will lapse and become null and void upon the expiry of the Exercise Period on the Expiry Date.

5. A corporation/society completing this Subscription Form is required to affix its Common Seal in accordance with its Constitution.
6. The terms and expressions used in this Subscription Form (unless otherwise defined in this Subscription Form) will have the same meanings and interpretation as defined in the Deed Poll.
7. All information 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.
9. For the avoidance of doubt, if no CDS account number is provided, any exercise or purported exercise of the Subscription Rights shall be deemed to be invalid.
10. Where the relevant payment made for the New Share(s) is less than the full amount of the Subscription Moneys required based on the Exercise Price, the Warrant Holder(s) authorises the Company to, and the Company may but is not obliged to, treat the exercise by the Warrant Holder(s) of the Subscription Rights as an exercise by the Warrant Holder of the Subscription Rights of such a reduced number of Warrant(s) (in such multiples of board lots of one hundred (100) units of Warrant(s) or in such other whole number of Warrant(s) as the Company may determine) such that the relevant payment made for the New Share(s) shall thereafter be sufficient to pay for the full amount of the Subscription Moneys required in respect of the reduced number of Warrant(s). In such event, the Warrant Holder(s) is deemed to have exercised his Subscription Rights in respect of such reduced number of Warrant(s).
11. A processing fee of RM21.60 (inclusive of 8% service tax of RM1.60) for each Subscription Form submitted, payable by banker's draft, cashier's order, money order or postal order made in favour of "**Workshire Share Registration Sdn. Bhd.**" or by internet bank transfer to the bank account no. **5627 5971 1242** of the Share Registrar maintained with **Malayan Banking Berhad** (or such other fee as the Share Registrar may from time to time determine). (Proof of payment to be attached, i.e. bank transfer receipt).
12. The Exercise Price shall be RM0.15 only for each New Share or such price as may be adjusted in accordance with the Conditions of the Deed Poll.

#### **Attention**

The attention of Warrant Holder(s) is drawn to Part B of the Rules on Take-overs, Mergers and Compulsory Acquisition as amended or replaced from time to time. In particular, a Warrant Holder should note that it/he may be under an obligation to extend a take-over offer of the Company for all the remaining Shares and other securities of the Company if –

- (a) it/he intends to acquire or hold or control the exercise of, by exercise of the Warrants or otherwise, whether at one time or different times, New Shares which (together with Shares owned or acquired by it/him or persons acting in concert with it/him) carry more than 33% of the voting shares or voting rights of the Company either on an individual basis and/or on a collective basis; or
- (b) it/he, together with person(s) acting in concert with it/him, holds more than 33% but not more than 50% of the voting shares or 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, increasing such percentage of the voting shares or voting rights by more than 2% either on an individual basis and/or on a collective basis; or
- (c) it/he, together with person(s) acting in concert with it/him, collectively holds more than 50% of the voting shares or voting rights of the Company but none of them individually holds more than 33% of the voting shares or voting rights of the Company, it/he intends to acquire additional New Shares by the exercise of the Subscription Rights represented by the Warrants or otherwise, whether at one time or different times, New Shares which (together with the Shares owned or acquired by it/him) carry more than 33% of the voting shares or voting rights of the Company; or

- (d) it/he together with person(s) acting in concert with it/him, collectively holds more than 50% of the voting shares or voting rights of the Company with some of them individually holds more than 33% but less than 50% of the voting shares or voting rights in the Company, it/he intends to acquire additional New Shares by the exercise of the Subscription Rights represented by the Warrants or otherwise, whether at one time or different times, New Shares which (together with the Shares owned or acquired by it/him) increasing such percentage of the voting shares or voting rights by more than 2% in any period of 6 months.

To: The Share Registrar of Saudee Group Berhad  
**Workshire Share Registration Sdn. Bhd.**  
Registration No. 202101030155 (1430455-D)  
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No. 1, Jalan Dutamas 1  
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