

EXERCISE FORM FOR WARRANTS

*[To be executed and lodged with the Registrar for the exercise of the
Exercise Rights in relation to the Warrants]*

Full Title: Warrants to subscribe for new ordinary shares in **Ann Joo Resources Berhad (Registration No. 199501041948 (371152-U))** (“**New Shares**”) constituted under the Deed Poll.

Exercise Period: five (5) years commencing from and inclusive of the Issue Date and ending at 5.00 pm on the date immediately preceding the fifth (5th) anniversary of the Issue Date and if such date is not a Market Day, then on the preceding Market Day.

Exercise Price: RM0.93 only for each New Share or such adjusted price as may for the time being be applicable in accordance with the provisions set out in the Deed Poll.

*The Warrant Holder(s) is/are entitled, upon and subject to the provisions of the Deed Poll at any time on or after the 7th day of November in the year 2024, BUT NOT LATER THAN 5.00 p.m. in Malaysia on the 6th day of November in the year 2029 (“**Maturity Date**”) to exercise the Exercise Rights of the Warrants. If the Maturity Date is not a Market Day, it shall be the preceding Market Day. All Warrants not exercised by the Maturity Date will lapse and become null and void.*

Particulars of the Warrant Holder

Name of Warrant Holder* :

Old NRIC/Passport/Armed Forces/
Police Personnel/Registration No.* :

New NRIC No.* :

Correspondence address of
Warrant Holder* :

.....

.....

Contact Number* :

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All information given above must be as per the information in the records of Bursa Malaysia Depository Sdn Bhd (“**Bursa Depository**”)

To: Ann Joo Resources Berhad (Registration No. 199501041948 (371152-U))

I/We, the undersigned,

1. hereby confirm and declare that all information provided by me/us herein are true and correct;
2. hereby confirm and declare that the information indicated with an asterisk (*) is identical to the information in the records of Bursa Depository with regard to my/our 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;
3. hereby irrevocably elect, upon and subject to the conditions as set out in the Deed Poll, to exercise my/our Exercise Rights in relation to the type and quantity(ies) of Warrants specified below and to subscribe and make payment as provided below for such number of New Shares of the Company to be issued upon the exercise of the Warrants to which this Exercise Form relates at the Exercise Price for each New Shares, and agree to accept such New Shares subject to the terms of the Constitution of the Company;
4. hereby make payment in full for such New Shares in the quantity(ies) specified below together with payments of all other fees, including stamp duty (if any) and taxes payable in respect of the exercise of the Exercise Rights unless the Company is mandatorily obliged to make such payments pursuant to the Deed Poll or as required by Bursa Securities by way of;
 - (a) internet bank transfer to bank account no. **564016713700** in favour of "**ANN JOO RESOURCES BHD-WARRANTS PROCEEDS**" maintained with Maybank Islamic Berhad (proof of payment to be attached to the Exercise Form submitted to the Registrar); or
 - (b) banker's draft or cashiers order or money order or postal order drawn on a bank or postal office operating in Malaysia in favour of "**ANN JOO RESOURCES BHD-WARRANTS PROCEEDS**" 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;
5. irrevocably hereby authorise you to instruct Bursa Depository to debit the quantity(ies) of the Warrants specified below from my/our CDS Account(s) in the exercise of my/our rights herein in accordance with the provisions of the Deed Poll;
6. hereby confirm that the Warrants for the Exercise Rights are or have been designated as "free securities" in my/our CDS Account(s) in accordance with the provisions of the Rules and further confirm that if this declaration is untrue, the exercise of my/our rights hereunder may be rejected;
7. 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(s) stated below and for the notice of allotment to be despatched to me/us at my/our risk to the correspondence address mentioned herein;

8. hereby confirm that after the submission of this Exercise Form to the Company, I/we shall not dispose, transfer or charge the Warrants intended for the exercise of rights herein until the exercise is completed by the debiting of the Warrants from my/our CDS Account(s) or the exercise is rejected by the Company, whichever shall be applicable;
9. hereby undertake to fully indemnify the Company and Registrar against any loss, damage, liability, cost or expense (including legal costs on a solicitor and client basis) that may be suffered or incurred by the Company or the Registrar as a result of any demand, actions or proceedings made in respect of or arising from the debiting of the Warrants from our/my CDS Account(s), in reliance by you on this Exercise Form; and
10. hereby declare and agree that I/we have complied with all exchange control provisions, the provisions of the Securities Industry (Central Depositories) Act, 1991 and all other legal requirements applicable to the exercise of the Exercise Rights.

Source account for debiting of Warrants and targeted account for crediting of New Shares																	
Securities Code	Type of Securities	Quantity	CDS Account Number ADA & Branch Code/Account Number														
						-				-							
						-				-							
						-				-							

Dated the day of,

(For individuals only)

Signature(s):

Name(s):

(For corporations only)

The execution of this instrument)
 by the Warrant Holder)
 was duly effected in a manner authorised by its)
 constitution under its Common Seal)
 which said Common Seal was hereunto duly)
 affixed in the presence of:-)

.....
 Director
 Name:
 NRIC No.:

.....
 Director/ Secretary
 Name:
 NRIC No.:

Notes:-

1. No script will be issued to the Warrant Holder as the result of any exercise of rights herein.
2. No Warrant Holder shall be allowed to instruct crediting of New Shares into a CDS Account other than one of those from which the securities are to be debited.
3. In exercising the Exercise Rights, compliance must be made with any exchange control or other statutory requirements for the time being applicable.
4. A corporation completing this Exercise Form is required to affix its Common Seal in accordance with its constitution and the resolution of its directors authorising the use and affixation of its Common Seal, must be lodged together with this Exercise Form with the Registrar.
5. Words and terms which are defined or construed in the Deed Poll shall have the same meanings and construction when used in this Exercise Form, save where they are otherwise defined in this Exercise Form.
6. Exercise Right means the rights of a Warrant Holder to subscribe for one (1) New Share for every one (1) Warrant held at the Exercise Price, in accordance with the provisions of the Deed Poll;
7. A processing fee of RM20.00 for debiting of Warrants from and crediting of New Shares to the CDS Account of the exercising Warrant Holder is payable to the Registrar. If applicable, the processing fee of RM20.00 is subject to 8% service tax or such other rate as determined by the relevant authority from time to time.
8. The attention of Warrant Holders are drawn to paragraph 4.01 of the Rules on Take-Overs, Mergers and Compulsory Acquisitions and provisions of Section 218 of the Capital Markets and Services Act, 2007, as amended from time to time. In particular, a Warrant Holder should note that he/it may be under an obligation to extend a takeover offer of the Company if:-
 - (a) he/it intends to acquire, by exercise of the Warrants, whether at one time or different times, New Shares which (together with Shares owned or acquired by him/it or persons acting in concert with it/him) carry more than thirty-three per centum (33%) of voting shares or voting rights of the Company;
 - (b) he/it, together with persons acting in concert with him/it, holds more than thirty-three per centum (33%) but less than fifty per centum (50%) of the voting shares or voting rights of the Company and, either alone or together with persons acting in concert with him/it, intends to acquire, by exercise of Exercise Rights in any period of six (6) months, additional New Shares which carry more than two per centum (2%) of the voting shares or voting rights of the Company; or
 - (c) he/it, together with persons acting in concert with him, collectively holds more than fifty per cent (50%) of the voting shares or voting rights in the Company but none of them individually holds more than thirty-three per cent (33%) of the voting shares or voting rights in the Company, he/it intends to subscribe for additional New Shares by the exercise of the Warrants or otherwise, whether at one time or different times, New Shares which (together with the Shares already owned or acquired by him) carry more than thirty-three per cent (33%) of the voting shares or voting rights in the Company.

9. Any Warrants, the Exercise Right of which are not exercised by the close of business at 5.00pm in Malaysia on the Maturity Date will lapse and become null and void
10. ADA means "Authorised Depository Agent".

REGISTRAR

Boardroom Share Registrars Sdn Bhd
(Registration No. 199601006647 (378993-D))
11th Floor, Menara Symphony,
No. 5, Jalan Prof. Khoo Kay Kim,
Seksyen 13, 46200 Petaling Jaya,
Selangor, Malaysia

Tel : +603-7890 4700
Fax : +603-7890 4670