

NOTICE OF PROVISIONAL ALLOTMENT

TERMS DEFINED IN THE ABRIDGED PROSPECTUS DATED 11 MARCH 2016 ("ABRIDGED PROSPECTUS") SHALL HAVE THE SAME MEANINGS WHEN USED IN THIS NOTICE OF PROVISIONAL ALLOTMENT ("NPA") UNLESS OTHERWISE STATED. THE PROVISIONAL RIGHTS SHARES WITH WARRANTS ARE PRESCRIBED SECURITIES PURSUANT TO SECTION 14(5) OF THE SICDA AND THEREFORE, ALL DEALINGS IN THE PROVISIONAL RIGHTS SHARES WITH WARRANTS WILL BE GOVERNED BY THE SICDA AND THE RULES OF BURSA DEPOSITORY.



MEGA FIRST CORPORATION BERHAD

(Company No.: 6682-V)

(Incorporated in Malaysia under the Companies Act, 1965)

RENOUNCEABLE RIGHTS ISSUE OF 157,048,290 NEW ORDINARY SHARES OF RM1.00 EACH IN MEGA FIRST CORPORATION BERHAD ("MFCB") ("MFCB SHARES") ("RIGHTS SHARES") AT AN ISSUE PRICE OF RM1.59 PER RIGHTS SHARE, WHICH CAN BE SUBSCRIBED FOR AT USD0.38 PURSUANT TO THE SUBSCRIPTION OPTION, TOGETHER WITH 67,306,410 FREE DETACHABLE WARRANTS ("WARRANTS") ON THE BASIS OF SEVEN (7) RIGHTS SHARES FOR EVERY TEN (10) MFCB SHARES HELD BY THE ENTITLED SHAREHOLDERS AS AT 5.00 P.M. ON 11 MARCH 2016 AND THREE (3) WARRANTS FOR EVERY SEVEN (7) RIGHTS SHARES SUBSCRIBED FOR

Joint Principal Advisers and Joint Underwriters



Maybank Investment Bank Berhad (15938-H)
(A Participating Organisation of Bursa Malaysia Securities Berhad)



CIMB Investment Bank Berhad (18417-M)
(A Participating Organisation of Bursa Malaysia Securities Berhad)

To: The Entitled Shareholders

Dear Sir/Madam,

The Board has provisionally allotted to you the number of Rights Shares with Warrants as indicated below in relation to the Rights Issue with Warrants, subject to the terms and conditions stated in the Abridged Prospectus and the RSF issued by the Company.

We wish to advise that the Provisional Rights Shares with Warrants have been confirmed by Bursa Depository and upon acceptance will be credited into your CDS Account.

The Provisional Rights Shares with Warrants are prescribed securities pursuant to Section 14(5) of the SICDA and therefore, all dealings in the Provisional Rights Shares with Warrants will be by book entries through CDS Accounts and governed by the SICDA and the Rules of Bursa Depository.

ALL RIGHTS SHARES WITH WARRANTS TO BE ISSUED PURSUANT TO THE RIGHTS ISSUE WITH WARRANTS WILL BE ALLOTTED BY WAY OF CREDITING THE RIGHTS SHARES WITH WARRANTS INTO THE CDS ACCOUNTS OF THE ENTITLED SHAREHOLDERS AND/OR THEIR RENOUNCEES/TRANSFEREES (IF APPLICABLE). NO PHYSICAL SHARE CERTIFICATE OR WARRANT CERTIFICATE WILL BE ISSUED.

It is the intention of the Board to allot the Excess Rights Shares with Warrants, if any, in a fair and equitable manner in the following order of priority:

- (i) firstly, to minimise the incidence of odd lots;
- (ii) secondly, to the Entitled Shareholders who have applied for the Excess Rights Shares with Warrants on a pro-rata basis and in board lots, calculated based on their respective shareholdings as per their CDS Accounts on the Entitlement Date;
- (iii) thirdly, to the Entitled Shareholders who have applied for the Excess Rights Shares with Warrants on a pro-rata basis and in board lots, calculated based on the quantum of Excess Rights Shares with Warrants applied for;
- (iv) lastly, to the renounees/transferees who have applied for the Excess Rights Shares with Warrants on a pro-rata basis and in board lots, calculated based on the quantum of Excess Rights Shares with Warrants applied for; and
- (v) in the event that there are still unsubscribed Rights Shares with Warrants after allocating all the Excess Rights Shares with Warrants applied for, the remaining unsubscribed Rights Shares with Warrants will be subscribed by the Joint Underwriters in accordance with the terms and conditions set out in the Underwriting Agreement, in order to meet the full subscription level.

Nevertheless, the Board reserves the right to allot the Excess Rights Shares with Warrants applied for in such manner as the Board deems fit and expedient, and in the best interest of the Company, subject always to such allocation being made in a fair and equitable manner, and that the intention of the Board as set out in (i) to (iv) above is achieved.

NAME, ADDRESS AND CDS ACCOUNT NUMBER OF ENTITLED SHAREHOLDER

NUMBER OF MFCB SHARES HELD AS AT 5.00 P.M. ON 11 MARCH 2016	NUMBER OF RIGHTS SHARES PROVISIONALLY ALLOTTED TO YOU	NUMBER OF WARRANTS ATTACHED TO THE RIGHTS SHARES PROVISIONALLY ALLOTTED TO YOU	AMOUNT PAYABLE IN FULL UPON ACCEPTANCE AT RM1.59 PER RIGHTS SHARE	AMOUNT PAYABLE IN FULL UPON ACCEPTANCE AT USD0.38 PER RIGHTS SHARE
			RM	USD

You are provided with the Subscription Option, whereby you can opt to:
 (i) accept your Provisional Rights Shares with Warrants either solely in RM or solely in USD, but combination of these currencies is not allowed; and/or
 (ii) apply for the Excess Rights Shares with Warrants either solely in RM or solely in USD, but combination of these currencies is not allowed.
FOR RESIDENT ENTITLED SHAREHOLDERS AND/OR RESIDENT RENOUNCEES/TRANSFEREES (IF APPLICABLE), IT IS A CONDITION IMPOSED BY BNM IN RESPECT OF THE SUBSCRIPTION OPTION THAT ONLY RESIDENT ENTITLED SHAREHOLDERS AND/OR RESIDENT RENOUNCEES/TRANSFEREES (IF APPLICABLE) WITH EXISTING USD FUNDS ARE ALLOWED TO SUBSCRIBE FOR THE RIGHTS SHARES IN USD AND ANY CONVERSION OF RM TO USD FOR THE PURPOSES OF SUBSCRIBING FOR THE RIGHTS SHARES IS NOT ALLOWED.

IMPORTANT RELEVANT DATES AND TIMES:	
Entitlement Date	: Friday, 11 March 2016 at 5.00 p.m.
Last date and time for the sale of the Provisional Rights Shares with Warrants	: Tuesday, 22 March 2016 at 5.00 p.m.
Last date and time for the transfer of the Provisional Rights Shares with Warrants	: Friday, 25 March 2016 at 4.00 p.m.
Last date and time for the acceptance of and payment for the Provisional Rights Shares with Warrants	: Wednesday, 30 March 2016 at 5.00 p.m.*
Last date and time for the application and payment for the Excess Rights Shares with Warrants	: Wednesday, 30 March 2016 at 5.00 p.m.*
* or such later date and time as the Board and the Joint Underwriters may, at their absolute discretion, decide and announce, but not less than two (2) Market Days before such stipulated date and time	

By order of the Board
 Yong Lai Sim (MAICSA 0862552)
 Ghee Yoke Ping (MAICSA 7014691)
 Company Secretaries

For ordinary post:
 Peti Surat 9150, Pejabat Pos Kelana Jaya
 46785 Petaling Jaya
 Selangor Darul Ehsan, Malaysia

Share Registrar
Symphony Share Registrars Sdn Bhd (378993-D)
For courier and/or delivery by hand:
 Level 6, Symphony House, Block D13
 Pusat Dagangan Dana 1, Jalan P.J.U 1A/46, 47301 Petaling Jaya
 Selangor Darul Ehsan, Malaysia
 Tel. No.: +603 7849 0777
 Fax. No.: +603 7841 8151/52

THIS NOTICE OF PROVISIONAL ALLOTMENT IS DATED 11 MARCH 2016
WARNING: DO NOT DETACH ANY PART OF THIS DOCUMENT AND PLEASE SEND THIS DOCUMENT IN ITS ENTIRETY TO THE SHARE REGISTRAR

THIS RSF IS NOT A TRANSFERABLE OR NEGOTIABLE INSTRUMENT. IN ACCORDANCE WITH THE REQUIREMENTS OF THE CMSA, THIS RSF MUST NOT BE CIRCULATED UNLESS ACCOMPANIED BY THE ABRIDGED PROSPECTUS.

If you are in any doubt as to the action to be taken, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately. All enquiries concerning the Rights Issue with Warrants should be addressed to the Share Registrar, Symphony Share Registrars Sdn Bhd, at Level 6, Symphony House, Block D13, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia.

YOU SHOULD READ AND UNDERSTAND THE CONTENTS OF THE ABRIDGED PROSPECTUS TO WHICH THIS RSF RELATES TO BEFORE COMPLETING AND SIGNING THIS RSF.

This RSF, together with the Abridged Prospectus and the NPA (collectively, the "Documents") are only despatched to the shareholders whose names appear in the Record of Depositors of the Company as at 5.00 p.m. on 11 March 2016 who have a registered address in Malaysia or who have provided the Share Registrar with a registered address in Malaysia in writing on or before 5.00 p.m. on 11 March 2016. The Documents are not intended to be, and will not be issued, circulated or distributed in countries or jurisdictions where they do so might constitute a violation of the securities laws or regulations of such countries or jurisdictions. No action has been or will be taken to ensure that the Rights Issue with Warrants or the Documents comply with the laws of any country or jurisdiction other than the laws of Malaysia. It shall be the sole responsibility of the Entitled Shareholders and/or their renounees/transferees (if applicable) who are or may be subject to the laws of countries or jurisdictions other than Malaysia to immediately consult their legal advisers and/or other professional advisers as to whether the acceptance or renunciation, as the case may be, of all or any part of the Provisional Rights Shares with Warrants, the Excess Application, or the subscription, offer, sale, resale, pledge or other transfer of the Rights Shares with Warrants, would result in the contravention of any laws of such countries or jurisdictions. Such Entitled Shareholders and/or their renounees/transferees (if applicable) should note the additional terms and restrictions as set out in Section 10 of the Abridged Prospectus. Neither MFCB, Maybank IB, CIMB nor any of their respective directors and officers or affiliates shall accept any responsibility or liability whatsoever to any party in the event that any acceptance or renunciation, as the case may be, of all or any part of the Provisional Rights Shares with Warrants, the Excess Application, or the subscription, offer, sale, resale, pledge or other transfer of the Rights Shares with Warrants made by the Entitled Shareholders and/or their renounees/transferees (if applicable) is or shall become illegal, unenforceable, voidable or void in such countries or jurisdictions other than Malaysia.

The Provisional Rights Shares with Warrants and the Rights Shares with Warrants have not been and will not be registered under the U.S. Securities Act or under the securities laws of any state or other jurisdiction of the United States, and as such, the Provisional Rights Shares with Warrants and the Rights Shares with Warrants may not be offered, taken up, subscribed, acquired, sold, resold, pledged, transferred or delivered, directly or indirectly, within the United States or to United States persons except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with the applicable securities laws of any state or other jurisdiction of the United States. The Rights Shares with Warrants will be offered and sold only (i) within the United States to QIBs in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 4(a)(2) thereunder, and (ii) outside the United States in offshore transactions in reliance on Regulation S. There is no intention to register any portion of the Provisional Rights Shares with Warrants or the Rights Shares with Warrants in the United States or to conduct a public offering of securities in the United States.

Approval for the Rights Issue with Warrants has been obtained from the shareholders of the Company at the EGM held on 4 February 2016. Approval has also been obtained from Bursa Securities vide its letter dated 18 December 2015 for the admission of the Warrants to the Official List of Bursa Securities and the listing of and quotation for the Rights Shares, Warrants and Exercised Shares on the Main Market of Bursa Securities. However, this is not an indication that Bursa Securities recommends the Rights Issue with Warrants. The admission of the Warrants to the Official List of Bursa Securities and the listing of and quotation for the Rights Shares and Warrants will commence after, among others, the receipt of confirmation from Bursa Depository that the Rights Shares and Warrants have been duly credited into the CDS Accounts of the successful Entitled Shareholders and/or their renounees/transferees (if applicable) and the notices of allotment have been despatched to them. The admission of the Warrants to the Official List of Bursa Securities and the listing of and quotation for the Rights Shares and Warrants are in no way reflective of the merits of the Rights Issue with Warrants.

A copy of the Abridged Prospectus has been registered with the SC. The registration of the Abridged Prospectus should not be taken to indicate that the SC recommends the Rights Issue with Warrants or assumes responsibility for the correctness of any statement made or opinion or report expressed in the Abridged Prospectus. The SC has not, in any way, considered the merits of the securities being offered for investment. A copy of each of the Documents has also been lodged with the Companies Commission of Malaysia, who takes no responsibility for the contents of the Documents.

The Board has seen and approved the Documents. They collectively and individually accept full responsibility for the accuracy of the information given and confirm that, after having made all reasonable inquiries and to the best of their knowledge and belief, there are no false or misleading statements or other facts which, if omitted, would make any statement in the Documents false or misleading.

Unless otherwise stated, the unit of currencies used in this RSF is RM and USD.

INSTRUCTIONS:

(I) LAST DATE AND TIME FOR ACCEPTANCE AND PAYMENT

The last date and time for acceptance of and payment for the Provisional Rights Shares with Warrants and the Excess Rights Shares with Warrants is **30 March 2016 at 5.00 p.m.**, being the Closing Date, or such later date and time as the Board and the Joint Underwriters may, at their absolute discretion, decide and announce, but not less than two (2) Market Days before such stipulated date and time.

If acceptance of and payment for the Provisional Rights Shares with Warrants are not received by the Share Registrar, Symphony Share Registrars Sdn Bhd, at Level 6, Symphony House, Block D13, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia by the Closing Date, the Provisional Rights Shares with Warrants allotted to you or remainder thereof, as the case may be, will be deemed to have been declined and will be cancelled. Proof of time of postage shall not constitute proof of time of receipt by the Share Registrar.

The Board will then have the right to allot such Rights Shares with Warrants not taken up or cannot be taken up or not validly taken up to applicants applying for the Excess Rights Shares with Warrants in the manner as set out in (III) below.

(II) ACCEPTANCE OF AND PAYMENT FOR THE PROVISIONAL RIGHTS SHARES WITH WARRANTS

If you wish to accept the Provisional Rights Shares with Warrants, either in full or in part, please complete Parts I(A) and II of this RSF and submit this RSF together with the appropriate remittance solely in RM or solely in USD, whichever is applicable, but combination of these currencies is not allowed, for the **FULL** and **EXACT** amount payable for the Provisional Rights Shares with Warrants accepted, in the following form:

- (a) for acceptance of the Provisional Rights Shares with Warrants solely in **RM**, payment must be made in the form of **banker's drafts, cashier's orders, money orders or postal orders** drawn on a bank or post office in Malaysia, crossed "**A/C PAYEE ONLY**" to "**MFCB RIGHTS SHARES – RM**" and endorsed on the reverse side with the name, address, contact number and CDS Account number of the applicant in block letters to be received by the Share Registrar together with the RSF by the Closing Date; or
- (b) for acceptance of the Provisional Rights Shares with Warrants **solely in USD**, payment must be made via **telegraphic transfer** to the Company's bank account, the details of which are as follows:

Bank:	Malayan Banking Berhad	Account Name:	MFCB RIGHTS SHARES – USD	Account No.:	714011024189
Address:	MBB KL Main Branch	Swift Code:	MBBEMYKL		

A duplicated copy of the payment made via telegraphic transfer endorsed on the reverse side with the name, address, contact number and CDS Account number of the applicant in block letters must be submitted to the Share Registrar together with the RSF by the Closing Date.

Any excess or insufficient payment may be rejected at the absolute discretion of the Board. Cheques, cash or any other modes of payment not prescribed herein are not acceptable. Details of the remittances must be filled in the appropriate boxes provided in this RSF. If you are a Resident, you may open a foreign currency account with a bank in Malaysia to facilitate the telegraphic transfer. Please note that you are responsible for payment of any issue or transfer fees or costs, or any other taxes or requisite payments due including the costs of opening a foreign currency account (if applicable), surcharges or agent commission imposed on your payment via telegraphic transfer. You should consult your professional advisers as to whether you require any governmental, exchange control or other consents or need to comply with any other applicable legal or regulatory requirements to enable you to make payment in USD via telegraphic transfer to the Company.

No acknowledgement of receipt of this RSF or application monies will be made by the Company or the Share Registrar in respect of the Provisional Rights Shares with Warrants. However, if your application is successful, a notice of allotment will be issued and forwarded to you by ordinary post to the address shown in the Record of Depositors of the Company at your own risk within eight (8) Market Days from the Closing Date or such other period as may be prescribed by Bursa Securities. In respect of unsuccessful or late applications or partially successful applications, the full amount or the surplus application monies, as the case may be, will be refunded without interest within fourteen (14) Market Days from the Closing Date by ordinary post to the address as shown in the Record of Depositors of the Company at your own risk.

(III) APPLICATION FOR EXCESS RIGHTS SHARES WITH WARRANTS

If you wish to apply for the Excess Rights Shares with Warrants, you may do so by completing Parts I(B) and II of this RSF and forward it (together with a **separate remittance** made solely in RM or solely in USD, whichever is applicable, but combination of these currencies is not allowed, for the **FULL** and **EXACT** amount payable in respect of the Excess Rights Shares with Warrants applied for) using the envelope provided to the Share Registrar at the address set out in (I) above, so as to arrive by the Closing Date. Payment for the Excess Rights Shares with Warrants applied should be made in the same manner as described in (II) above, except that:

- (a) for Excess Applications solely in **RM**, payment must be made in the form of **banker's drafts, cashier's orders, money orders or postal orders** drawn on a bank or post office in Malaysia, crossed "**A/C PAYEE ONLY**" to "**MFCB EXCESS RIGHTS SHARES – RM**" and endorsed on the reverse side with the name, address, contact number and CDS Account number of the applicant in block letters to be received by the Share Registrar together with the RSF by the Closing Date; or
- (b) for Excess Applications **solely in USD**, payment must be made via **telegraphic transfer** to the Company's bank account, the details of which are as follows:

Bank:	Malayan Banking Berhad	Account Name:	MFCB EXCESS RIGHTS SHARES – USD	Account No.:	714011024172
Address:	MBB KL Main Branch	Swift Code:	MBBEMYKL		

A duplicated copy of the payment made via telegraphic transfer endorsed on the reverse side with the name, address, contact number and CDS Account number of the applicant in block letters must be submitted to the Share Registrar together with the RSF by the Closing Date.

Any excess or insufficient payment may be rejected at the absolute discretion of the Board. Cheques, cash or any other modes of payment not prescribed herein are not acceptable. Details of the remittances must be filled in the appropriate boxes provided in this RSF. If you are a Resident, you may open a foreign currency account with a bank in Malaysia to facilitate the telegraphic transfer. Please note that you are responsible for any issue or transfer fees or costs, or any other taxes or requisite payments due including the costs of opening a foreign currency account (if applicable), surcharges or agent commission imposed on your payment via telegraphic transfer. You should consult your professional advisers as to whether you require any governmental, exchange control or other consents or need to comply with any other applicable legal or regulatory requirements to enable you to make payment in USD via telegraphic transfer to the Company.

No acknowledgement of receipt of this RSF for the Excess Application or application monies will be made by the Company or the Share Registrar in respect of the Excess Rights Shares with Warrants. However, if your application is successful, a notice of allotment will be issued and forwarded to you by ordinary post to the address shown in the Record of Depositors of the Company at your own risk within eight (8) Market Days from the Closing Date or such other period as may be prescribed by Bursa Securities.

In respect of unsuccessful or late applications or partially successful Excess Applications, the full amount or the surplus application monies, as the case may be, will be refunded without interest within fourteen (14) Market Days from the Closing Date by ordinary post to the address as shown in the Record of Depositors of the Company at your own risk.

It is the intention of the Board to allot the Excess Rights Shares with Warrants, if any, in a fair and equitable manner in the following order of priority:

- firstly, to minimise the incidence of odd lots;
- secondly, to the Entitled Shareholders who have applied for the Excess Rights Shares with Warrants on a pro-rata basis and in board lots, calculated based on their respective shareholdings as per their CDS Accounts on the Entitlement Date;
- thirdly, to the Entitled Shareholders who have applied for the Excess Rights Shares with Warrants on a pro-rata basis and in board lots, calculated based on the quantum of Excess Rights Shares with Warrants applied for;
- lastly, to the renounees/transferees who have applied for the Excess Rights Shares with Warrants on a pro-rata basis and in board lots, calculated based on the quantum of Excess Rights Shares with Warrants applied for; and
- in the event that there are still unsubscribed Rights Shares with Warrants after allocating all the Excess Rights Shares with Warrants applied for, the remaining unsubscribed Rights Shares with Warrants will be subscribed by the Joint Underwriters in accordance with the terms and conditions set out in the Underwriting Agreement, in order to meet the full subscription level.

Nevertheless, the Board reserves the right to allot the Excess Rights Shares with Warrants applied for in such manner as the Board deems fit and expedient, and in the best interest of the Company, subject always to such allocation being made in a fair and equitable manner, and that the intention of the Board as set out in (a) to (d) above is achieved.

(IV) SALE/TRANSFER OF PROVISIONAL RIGHTS SHARES WITH WARRANTS

Should you wish to sell/transfer, all or part of your entitlements to the Provisional Rights Shares with Warrants to one (1) or more persons, you may do so through your stockbroker for the period up to the last date and time for the sale/transfer of the Provisional Rights Shares with Warrants (in accordance with the Rules of Bursa Depository) without first having to request for a split of the Provisional Rights Shares with Warrants standing to the credit of your CDS Account. You may sell such entitlement on Bursa Securities for the period up to the last date and time for the sale of the Provisional Rights Shares with Warrants (in accordance with the Rules of Bursa Depository) or transfer such entitlements to such persons as may be allowed pursuant to the Rules of Bursa Depository for the period up to the last date and time for the transfer of the Provisional Rights Shares with Warrants (in accordance with the Rules of Bursa Depository).

In selling/transferring all or part of your Provisional Rights Shares with Warrants, you are not required to deliver any document, including this RSF, to any stockbroker. However, you are advised to ensure that there are sufficient number of Provisional Rights Shares with Warrants standing to the credit of your CDS Account before selling/transferring.

If you have sold/transferred only part of your Provisional Rights Shares with Warrants, you may still accept the balance of your Provisional Rights Shares with Warrants by completing Parts I(A) and II of this RSF and forwarding this RSF together with the appropriate remittance solely in RM or solely in USD, whichever is applicable, but combination of these currencies is not allowed, for the **FULL** and **EXACT** amount payable for the balance of the Provisional Rights Shares with Warrants accepted to the Share Registrar in accordance with the instructions in (II) above.

(V) CONDITION AND PROCEDURE IN RELATION TO THE SUBSCRIPTION CONDITION

Should you wish to accept the Provisional Rights Shares with Warrants solely in USD, either in full or in part, and/or apply for the Excess Rights Shares with Warrants solely in USD, you are required to take note of the Subscription Condition. For Resident Entitled Shareholders and/or Resident renounees/transferees (if applicable), it is a condition imposed by BNM in respect of the Subscription Option that only Resident Entitled Shareholders and/or Resident renounees/transferees (if applicable) with existing USD funds are allowed to subscribe for the Rights Shares in USD and any conversion of RM to USD for the purposes of subscribing for the Rights Shares is not allowed.

For Resident Entitled Shareholders and/or Resident renounees/transferees (if applicable), you are required to follow the condition and procedure set out below should you wish to accept the Provisional Rights Shares with Warrants solely in USD, either in full or in part, and/or apply for the Excess Rights Shares with Warrants solely in USD:

- USD for purposes of acceptance of and payment for the Provisional Rights Shares with Warrants solely in USD and/or Excess Application solely in USD, after 26 November 2015, being the date of initial announcement in relation to the Rights Issue with Warrants; and
- the declaration in the form as set out in the Appendix to this RSF is duly completed and submitted together with the completed RSF as well as the relevant payment using the envelope provided to the Share Registrar at the address set out in (I) above, so as to arrive by the Closing Date.

For the avoidance of doubt, the Subscription Condition is only applicable to the Residents. The Company reserves the right to treat any acceptances and/or applications in USD as invalid, if the Company believes or has reason to believe that such acceptances and/or applications may breach the Subscription Condition. The Share Registrar shall be entitled to request from you for such evidence or documentary proof as it may deem necessary to satisfy itself if you comply with the Subscription Condition.

(VI) FOREIGN ADDRESSED SHAREHOLDERS AND ENTITLED SHAREHOLDERS AND/OR THEIR RENOUNCES/TRANSFEREES (IF APPLICABLE) WHO ARE SUBJECT TO THE LAWS OF FOREIGN COUNTRIES OR JURISDICTIONS

If you have a registered address outside Malaysia or you are accepting the Provisional Rights Shares with Warrants and/or applying for the Excess Rights Shares with Warrants on behalf of a person(s) located or resident outside Malaysia, your attention is drawn to "**Procedures for acceptance and application by the Foreign Addressed Shareholders and Entitled Shareholders and/or their renounees/transferees (if applicable) who are subject to the laws of foreign countries or jurisdictions**" and "**Offering, Selling and Transfer Restrictions**" as set out in **Section 10.9 and Appendix VIII** of the Abridged Prospectus respectively. It shall be the sole responsibility of the Entitled Shareholders and/or their renounees/transferees (if applicable) who are or may be subject to the laws of countries or jurisdictions other than Malaysia to immediately consult their legal advisers and/or other professional advisers as to whether the acceptance or renunciation, as the case may be, of all or any part of the Provisional Rights Shares with Warrants, the Excess Application, or the subscription, offer, sale, resale, pledge or other transfer of the Rights Shares with Warrants, would result in the contravention of any laws of such countries or jurisdictions.

The Company reserves the right, in its absolute discretion, to treat any acceptance as invalid, if it believes or has reason to believe that such acceptance may violate any applicable legal or regulatory requirements.

(VII) GENERAL INSTRUCTIONS

(a) For Resident Entitled Shareholders and/or Resident renounees/transferees (if applicable), if you have accepted the Provisional Rights Shares with Warrants solely in USD, either in full or in part, and/or applied for the Excess Rights Shares with Warrants solely in USD, please ensure that you submit your duly executed declaration in the form as set out in the Appendix to this RSF together with this RSF, failing which your RSF will be deemed incomplete and will not be accepted by the Company. The Company reserves the right to request from you at any time, from the valid date of acceptance of and payment for the Provisional Rights Shares with Warrants and the Excess Rights Shares with Warrants, up to the date of completion of the Rights Issue with Warrants, any documents deemed necessary by the Board, at their absolute discretion, for the verification of any information in respect of your declaration made pursuant to Part I(ix) of this RSF.

- All applicants must sign on the front page of this RSF. All corporate bodies must affix their Common Seals.
- The Rights Shares with Warrants applied by you will be credited into your CDS Account as stated in this RSF or the exact CDS Account appearing in the Record of Depositors of the Company.
- Any interest or other benefit accruing on or arising from or in connection with any remittances shall be for the sole benefit of the Company and the Company shall not be under any obligation to account for such interest or other benefit to you.
- The contract arising from the acceptance of the Provisional Rights Shares with Warrants by you shall be governed by and construed in accordance with the laws of Malaysia and you shall be deemed to have irrevocably and unconditionally submitted to the exclusive jurisdiction of the courts of Malaysia in respect of any matter in connection with this RSF and the contract arising therefrom.
- Applications shall not be deemed to have been accepted by reason of the remittance being presented for payment. The Board reserves the right at its absolute discretion not to accept or to accept in part any application without providing any reason thereof.
- A Malaysian Revenue Stamp (NOT POSTAGE STAMP) of RM10.00 must be affixed on this RSF.
- RSF defaced by erasures or any kind of correcting fluid may result in the application being not accepted at the absolute discretion of the Board. Every amendment must be clearly legible and should be countersigned in full by the applicant.
- The Entitled Shareholders and/or their renounees/transferees (if applicable) should note that this RSF and remittances so lodged with the Share Registrar shall be irrevocable and may not subsequently be withdrawn.

DECLARATION LETTER

THIS DECLARATION LETTER ONLY APPLIES TO RESIDENTS OF MALAYSIA WHO HAVE ELECTED TO PAY FOR THE PROVISIONAL RIGHTS SHARES WITH WARRANTS SOLELY IN USD AND/OR EXCESS RIGHTS SHARES WITH WARRANTS SOLELY IN USD, PURSUANT TO PART II(IX) OF THE RSF

The Board of Directors
Mega First Corporation Berhad

Dear Sirs,

MEGA FIRST CORPORATION BERHAD ("MFCB")

DECLARATION UNDER THE SUBSCRIPTION CONDITION PURSUANT TO THE RIGHTS ISSUE WITH WARRANTS

**To strike out whichever is not applicable*

I / We* _____ (NRIC No. / Company No.*: _____),
(Full name as per NRIC/Certificate of Incorporation)

have elected to make payment via telegraphic transfer for my / our* acceptance of the Provisional Rights Shares with Warrants, in full or in part, **solely in USD** and/or application for the Excess Rights Shares with Warrants **solely in USD**.

2 I / We* hereby acknowledge that for Resident Entitled Shareholders and/or Resident renounees/transferees (if applicable), it is a condition imposed by BNM in respect of the Subscription Option that only Resident Entitled Shareholders and/or Resident renounees/transferees (if applicable) with existing USD funds are allowed to subscribe for the Rights Shares in USD and any conversion of RM to USD for the purpose of subscribing for the Rights Shares with Warrants is not allowed.

3 I / We* hereby declare and confirm that:

- (i) I am / we are* resident(s) of Malaysia;
- (ii) I / we* have read the Abridged Prospectus, the Rights Subscription Form and the notes and instructions therein, in particular, the "**Subscription Condition**" as set out in **Section 10.6** of the Abridged Prospectus; and
- (iii) **I / WE* DID NOT convert any RM into USD for purposes of acceptance of and payment for the Provisional Rights Shares with Warrants solely in USD and/or application for the Excess Rights Shares with Warrants solely in USD, after 26 November 2015, being the date of initial announcement in relation to the Rights Issue with Warrants.**

4 I / We* hereby accept that MFCB reserves the right to:

- (i) treat my / our* acceptance and/or application in USD as invalid, if MFCB believes or has reason to believe that such acceptance and/or application may breach the Subscription Condition; and
- (ii) request from me / us* at any time, from the valid date of acceptance of and payment for the Provisional Rights Shares with Warrants and Excess Rights Shares with Warrants, up to the date of completion of the Rights Issue with Warrants, any documents deemed necessary by the Board, at their absolute discretion, for the verification of any information in respect of this Declaration.

I / WE* HAVE READ AND AGREED TO BE BOUND BY THE DECLARATION MADE HEREIN.

Yours faithfully,

Name / Authorised signatory for and on behalf of*:
(Corporate bodies must affix their Common Seal)
Date: