



JADI IMAGING HOLDINGS BERHAD

(Company No. 526319-P)
(Incorporated in Malaysia under the Companies Act, 1965)

Exercise Notice

(To be executed and lodged with the Registrar to exercise the Exercise Rights of the number of Warrants to which the Warrant Holder is entitled)

To : JADI IMAGING HOLDINGS BERHAD,
c/o **Tricor Investor Services Sdn Bhd (118401-V)**
Level 17, The Gardens North Tower
Mid Valley City
Lingkar Syed Putra
59200 Kuala Lumpur
("the Company")

Terms used in this Exercise Notice shall (unless the context requires otherwise) have the same meaning as in the Deed Poll dated 27 September 2010 executed by the Company ("the Deed Poll").

I/We, the undersigned, the holder of _____ Warrants:

1. irrevocably elect under the provisions of the Deed Poll:
 - 1.1 to exercise the Exercise Rights in respect of _____ Warrants, being part/all* of the Warrants standing to the credit of my Securities Account(s);
 - 1.2 to subscribe and pay as provided below for the new Ordinary Shares ("the Exercise Shares") to be issued on exercise of the Warrants to which this Exercise Notice relates at the Exercise Price of RM0.17 per new Ordinary Share and agree to accept such new Ordinary Shares subject to the terms of the Memorandum and Articles of Association of the Company;
2. make payment in full for the Exercise Shares, by banker's draft/cashier's order/money order or postal order issued by a post office in Malaysia* amounting to RM_____ drawn on a bank in Malaysia, crossed 'A/c Payee' and 'Not negotiable', endorsed on the reverse side with my/our name and address made out in favour of '**Jadi Imaging Holdings Berhad - Warrant Proceeds Account**'.
3. irrevocably authorise Bursa Depository to deduct from the Warrants standing to the credit of my Securities Account(s) the number of Warrants exercised by me/us* under this Exercise Notice;
4. irrevocably request that the Exercise Shares be credited into my Securities Account, CDS Account No. stated in item 9;
5. warrant and represent that I/we* have complied with all exchange control and other legal requirements applicable to the exercise of the Exercise Rights under this Exercise Notice and any directions or instructions given in this Exercise Notice;
6. hereby confirm and declare that the information provided by me/us in this notice are true, correct and in the case of information indicated with two asterisk (**) are identical with the information provided by me/us to Bursa Depository and further confirm that in the event that such information differs from the information in Bursa Depository's records, the exercise by me/us of the Exercise Rights herein may be rejected;
7. hereby undertake to fully indemnify and keep the Company indemnified against any claims, losses, damages, liabilities, costs and expenses including legal cost that may be suffered or incurred by the Company as a result of or arising from the Company acting in accordance with my/our authorisations and confirmations herein or from any breach of my/our undertakings herein;

NOTES:

1. In exercising the Exercise Rights above, compliance must be made with any exchange control or other statutory requirements for the time being applicable and with the provisions of the Securities Industry (Central Depositories) Act 1991 and the Rules of Bursa Malaysia Depository Sdn Bhd.
2. A corporation completing this Exercise Notice is required to sign it by affixing its common seal if it has a common seal or under the hand of a duly authorised officer or attorney.
3. No direction may be made in this Exercise Notice requiring Exercise Shares to be credited to the Securities Account of a person other than a Securities Account in the name of the person exercising the Exercise Rights under this Exercise Notice.
4. The exercise of the Exercise Rights under this Exercise Notice shall be deemed invalid if any banker's draft or cashier's order or money order or postal order issued by a post office in Malaysia for payment of the Subscription Amount is not cleared on first presentation.
5. If any part of this Exercise Notice is not fully and properly completed and/or executed, the Company shall be entitled to regard the exercise of the Exercise Rights under this Exercise Notice as invalid.
6. The attention of Warrant Holders is drawn to Division 2 of Part VI of the Capital Markets And Services Act 2007 and The Malaysian Code on Take-overs and Mergers 1998 and its Practice Notes as amended or introduced from time to time. In general terms, most of these provisions regulate the acquisition of effective control of public companies. Warrant Holder should consider the implications of these provisions before they exercise their respective Exercise Rights. In particular, a Warrant Holder should consult the Securities Commission, if:
 - 6.1 such Warrant Holder intends to exercise the Exercise Rights represented by the Free Warrant, whether at one time or at different times, to subscribe for Ordinary Shares which (together with the Ordinary Shares owned or acquired by such Warrant Holder or persons acting in concert with such Warrant Holder) carry more than 33% of the voting rights of the Company; or
 - 6.2 such Warrant Holder, together with persons acting in concert, who has obtained control in the Company and holds not less than 33% but not more than 50% of the voting rights of the Company, and together with persons acting in concert, intends to exercise the Exercise Rights represented by the Free Warrants in any period of six (6) months to subscribe for additional Ordinary Shares increasing such percentage of the voting rights by more than 2%.

The exercise by a Warrant Holder of Exercise Rights in circumstances other than those referred to above in sub-paragraphs 6.1 and 6.2 of these Notes could also result in implications on the Warrant Holder under the provisions referred to above.
7. The Exercise Period of the Warrant shall be for the period commencing from and inclusive of the date of issue of the Warrants and ending at the close of the Market Day immediately preceding the 5th anniversary of the Issue Date. At the close of business on the last day of the Exercise Period at 5.00 pm, any Exercise Rights which have not then been exercised and delivered to the Registrar will lapse and every Warrant not exercised by then will cease to be valid for any purpose.
8. The Exercise Price shall be the amount payable in respect of each new Ordinary Share to which a Warrant Holder is entitled to subscribe for on exercise of the Exercise Rights involving such new Ordinary Share, being RM0.17, or such price as adjusted under the provisions of Condition 4 set out in Schedule 5 of the Deed Poll.
9. The new Ordinary Shares to be issued upon the exercise of the Warrant shall, upon allotment and issue, rank pari passu in all respects with the existing Ordinary Shares, save and except that they shall not be entitled to any dividends, rights, allotments or other distributions if the date of allotment of the new Ordinary Shares is after the Record Date.
10. A processing fee of RM20.00 for each Exercise Form shall be paid to the Registrar.

Registrar: Tricor Investor Services Sdn Bhd (118401-V)
Level 17, The Gardens North Tower
Mid Valley City
Lingkaran Syed Putra
59200 Kuala Lumpur
Tel: 03-2264 3883