

CAPITAL A BERHAD (“CAPITAL A” OR THE “COMPANY”)

- (I) PROPOSED BUSINESS COMBINATION AMONG THE COMPANY, AETHERIUM ACQUISITION CORP (“GMFI”), CAPITAL A INTERNATIONAL (“CAPI”), AETHER MERGER SUB INC. (“MERGER SUBSIDIARY”) AND BRAND AA SDN BHD (“BRAND AA”);
 - (II) PROPOSED DISTRIBUTION OF PART OF THE CONSIDERATION SHARES TO THE ENTITLED SHAREHOLDERS OF CAPITAL A VIA A PROPOSED CAPITAL REDUCTION AND REPAYMENT OF SHARE CAPITAL EXERCISE TO BE UNDERTAKEN BY THE COMPANY; AND
 - (III) PROPOSED PROVISION OF FINANCIAL ASSISTANCE
- (COLLECTIVELY, THE “PROPOSALS”)

Unless otherwise stated, the exchange rate of United States Dollars (“USD”) 1.000 : RM4.731, being the middle rate published on Bank Negara Malaysia’s (“BNM”) website as at 31 January 2024 has been applied in this announcement (“Practicable USD/MYR Exchange Rate”).

1. INTRODUCTION

On 1 November 2023, RHB Investment Bank Berhad (“RHB Investment Bank”) had, on behalf of the Board of Directors of the Company (“Board”), announced that the Company had entered into a letter of intent (“Letter of Intent”) with GMFI, a special purpose acquisition corporation (“SPAC”) listed on the National Association of Securities Dealers Automated Quotations (“NASDAQ”) in the United States of America (“USA”) for the proposed business combination among GMFI, Capital A and CAPI, a newly formed corporation for purposes of the business combination incorporated by the Company under the laws of Cayman Islands.

On behalf of the Board, RHB Investment Bank wishes to announce that the Company proposes to undertake the following corporate proposals:

- (i) the Company had on 28 February 2024 entered into a conditional business combination agreement (“BCA”) with CAPI, Merger Subsidiary, a wholly-owned subsidiary of CAPI incorporated as a Delaware corporation, Brand AA and GMFI for a business combination transaction involving:
 - (a) the transfer by the Company of its equity interest in Brand AA to CAPI (“Proposed Brand Disposal”); and
 - (b) the merger between Merger Subsidiary and GMFI (“Proposed Merger”),(collectively, the “Proposed Business Combination”),

for a transaction consideration of USD1.15 billion (equivalent to approximately RM5.44 billion) (“Transaction Consideration”) to be satisfied in the manner as set out in Section 2.2 of this Announcement.

To facilitate the Proposed Brand Disposal, the Company had on even date, entered into a share transfer agreement with CAPI.

Upon consummation of the Proposed Business Combination, CAPI is expected to become a publicly listed company on NASDAQ or the New York Stock Exchange (“NYSE”); and

- (ii) a proposed distribution of up to 51.0% of the total consideration shares to be received pursuant to the Proposed Business Combination to the entitled shareholders of the Company (“**Entitled Shareholders**”) based on their respective shareholdings on an entitlement date to be announced and determined later (“**Entitlement Date**”) by way of distribution-in-specie via a proposed reduction and repayment of its share capital pursuant to Section 116 of the Companies Act 2016 (“**Act**”) (“**Proposed Distribution**”). The Entitlement Date is expected to be the closing date of the Proposed Business Combination.

The Company had triggered the prescribed criteria under Practice Note 17 (“**PN17**”) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad (“**Bursa Securities**”) (“**Listing Requirements**”). As such, pursuant to Paragraph 5 of PN17 of the Listing Requirements, the Company has an obligation to regularise its financial condition and is required to comply with, amongst others, to submit a regularisation plan to the regulatory authorities and to announce on the details of the regularisation plan with all the requirements set out in Paragraph 4.2 of PN17 of the Listing Requirements. The Proposals will form part of the proposed regularisation plan to be undertaken by the Company to regularise its financial position (“**Proposed Regularisation Plan**”) which the requisite announcement on the Proposed Regularisation Plan will be made upon its finalisation.

Further details of the Proposed Business Combination and Proposed Distribution are set out in the ensuing sections of the Announcement.

2. PROPOSED BUSINESS COMBINATION

2.1 Details of the Proposed Business Combination

The Proposed Business Combination entails:

- (a) the Proposed Brand Disposal whereby the Company shall transfer and CAPI shall accept the transfer of 2 ordinary shares in Brand AA, comprising 100% of the issued share capital of Brand AA, free from all encumbrances and together with all rights and benefits attaching thereto. Further information on Brand AA are set out in Section 2.3 of this Announcement.
- (b) the Proposed Merger between the Merger Subsidiary and GMFI. Pursuant to the terms of the BCA, the Company, CAPI, Merger Subsidiary, Brand AA and GMFI shall complete the Proposed Merger by the filing and acknowledgement of a certificate of merger in the form required by Section 251 of the General Corporation Law of the State of Delaware (“**DGCL**”) (“**Certificate of Merger**”) with the Secretary of State of the State of Delaware. Consequently, the Merger Subsidiary will be merged with GMFI, and the Merger Subsidiary will cease to exist as a separate corporate entity and GMFI shall remain as the surviving entity and assume the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of the Merger Subsidiary and continue its existence as a wholly-owned subsidiary of CAPI.

In connection with the Proposed Merger and pursuant to the BCA:

- (i) each unit issued by GMFI in its initial public offering consisting of 1 share of Class A common stock of GMFI (“**GMFI Class A Stock**”) and 1 warrant entitling its holder to purchase 1 share of GMFI Class A Stock (“**GMFI Warrant**”) shall be automatically detached, and the holders of each unit shall be deemed to be holding 1 GMFI Class A Stock and 1 GMFI Warrant; and
- (ii) all issued and outstanding shares of GMFI Class A Stock and Class B common stock (“**GMFI Class B Stock**”) (collectively, “**GMFI Common Stocks**”) and GMFI Warrants shall be automatically converted into an equal number of CAPI Shares and warrants of CAPI (“**CAPI Warrants**”), respectively.

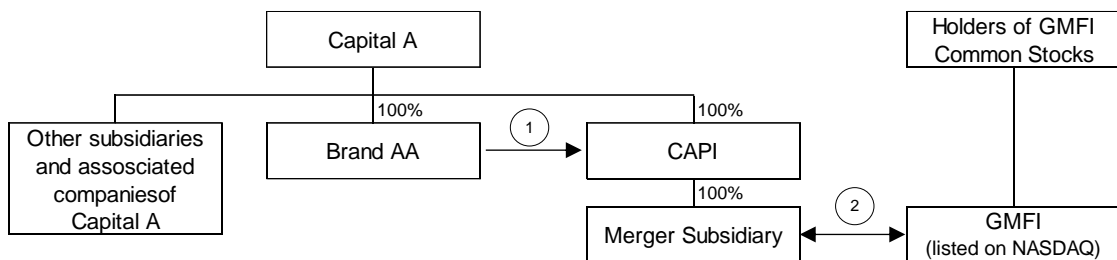
Following the Proposed Merger, all securities in GMFI and the rights thereunder shall cease to exist, provided that the terms and conditions of the CAPI Warrants shall be substantially similar to the terms and conditions of the GMFI Warrants. Consequently, the holders of GMFI Common Stock and GMFI Warrants will hold CAPI Shares and CAPI Warrants of similar value.

Prior to the completion of the Proposed Business Combination, CAPI shall approve certain equity grants subject to vesting (“**Equity Incentive Awards**”) pursuant to the terms and conditions reasonably determined by the Company.

Upon completion of the Proposed Business Combination, CAPI is expected to become the publicly listed company on NASDAQ or NYSE.

The group structure of Capital A and its subsidiaries and associated companies (“**Capital A Group**” or “**Group**”) before and after the Proposed Business Combination is illustrated in the following page.

Before the Proposals



Notes:

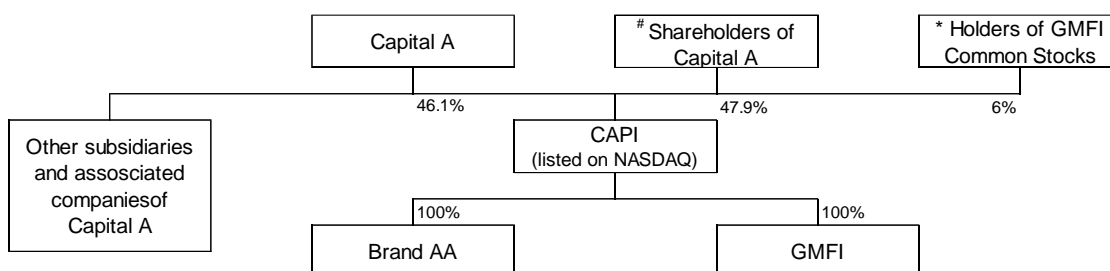
1. **Proposed Brand Disposal**

- (i) Prior to the completion of the Proposed Brand Disposal, the Loan is expected to be novated from AACL to Brand AA.
- (ii) Brand AA shall be transferred by the Company to CAPI.

2. **Proposed Business Combination**

- (i) GMFI and the Merger Subsidiary shall undertake the Proposed Merger, pursuant to which the Merger Subsidiary will be merged with GMFI upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.
- (ii) Thereafter, the Merger Subsidiary shall cease to exist as a separate corporate entity and GMFI shall remain as the surviving entity as a wholly-owned subsidiary of CAPI.
- (iii) Upon the completion of the Proposed Merger, the GMFI Common Stocks shall automatically be converted into CAPI Shares and the holders of shares of GMFI Common Stock will hold CAPI Shares.
- (iv) CAPI shall issue the Consideration Shares to the Company.

After the Proposals



Note:

* Prior to the completion of the Proposed Business Combination, the holders of GMFI Common Stocks hold an aggregate of 6,394,503 GMFI Common Stocks which is equivalent to 100% of the total issued shares of GMFI. As disclosed above, upon completion of the Proposed Merger, the GMFI Common Stocks will be converted into CAPI Shares and upon the completion of the Proposed Distribution, the shareholdings of the holders of GMFI Common Stocks will continue to hold 6,394,503 CAPI Shares which is equivalent to 6% of the total enlarged issued shares of GMFI post completion of the Proposals.

Proposed Distribution: On the Entitlement Date, the Company shall make the Proposed Distribution.

2.2 Mode of settlement of the Transaction Consideration

The Transaction Consideration will be satisfied via a combination of the following:

- the issuance of USD1 billion of new ordinary shares of CAPI (“**CAPI Shares**”) (“**Consideration Shares**”) to the Company;
- the assumption of a term loan of USD150 million (equivalent to approximately RM710 million) provided by Lender A (“**Loan**”) to be novated from Asia Aviation Capital Limited (Labuan) (“**AACL**”), an indirect wholly-owned subsidiary of the Company and the original borrower of the Loan, to Brand AA (“**Loan Novation**”). Capital A is in the midst of obtaining the approval from the facility agent of the Loan for the Loan Novation.

2.3 Information on Brand AA and AirAsia Brand

Brand AA is the registered proprietor for all the rights in the AirAsia trade name and brand image (“**AirAsia Brand**”) as well as a portfolio of other owned trademarks or intellectual property and is principally involved in the brand management of said brand and portfolio.

In consideration of Brand AA providing reasonable know how, advice and guidance relating to the implementation of and/or adherence to the guidelines relating to the AirAsia Brand and operating requirements in relation to the aviation businesses, Brand AA is entitled to collect the royalties fee based on all the revenue generated by the airline operating companies (“**AOC**”) in relation to its affiliates’ aviation businesses and based on the royalty fee rate as set out below:

AOCs	Royalty fee rate %
AirAsia Aviation Group Limited	1.0
AOCs which have executed the Brand Sub-Licensing Agreement:	
(i) AirAsia Berhad (“ AAB ”)	
(ii) Thai AirAsia Co Ltd	
(iii) PT Indonesia AirAsia	
(iv) Philippines AirAsia Inc	
AirAsia X Berhad	0.5
Thai AirAsia X Co Ltd	1.5

The AirAsia Brand has been built over 22 years by providing accessibility and connecting people through value ever since the airline was bought over and rebranded into a low-cost airline in 2001. Following the success of the airline and numerous brand awards, the AirAsia Brand has also found opportunities through brand expansion and ventures into other categories such as online travel agency, ride-hailing and more.

Prior to the completion of the Proposed Brand Disposal, the Loan is expected to be novated from AACL, an indirect wholly-owned subsidiary of the Company and the original borrower of the Loan to Brand AA.

A summary of the terms of the Loan is as follows:

Name of original borrower	: AACL
Total facility amount	: USD150 million
Total amount outstanding	: USD150 million

It is intended that after the Loan Novation, Capital A Group will continue to provide certain securities for the Loan. As such, the Company will seek its shareholders' approval for the provision of financial assistance to Brand AA ("**Proposed Provision of Financial Assistance**").

2.4 Basis of and justification for arriving at the Transaction Consideration

The Transaction Consideration of USD1.15 billion (equivalent to approximately RM5.44 billion) was arrived at on a willing-buyer willing-seller basis after taking into consideration the following:-

- (a) value of the AirAsia Brand of between USD1.01 billion to USD1.31 billion (approximately RM4.80 billion to RM6.17 billion, based on the Practicable USD/MYR Exchange Rate), based on an independent valuation conducted by Brand Finance plc ("**Brand Finance**") dated 31 December 2022, an independent brand valuation consultancy ("**Brand Valuation**").

The value for the AirAsia Brand was arrived at after taking into consideration the use of the AirAsia Brand using the Income Approach, specifically the Royalty Relief method.

The Income Approach is based on the forecasted revenues of the companies using the AirAsia Brand prepared by the management of the Group for a period of 5 years starting from the financial year ended ("**FYE**") 31 December 2023 to FYE 31 December 2027. These forecasted revenues are then adjusted by applying the royalty rate of 1% for aviation businesses and 0.5% for digital businesses to derive brand earnings. Brand Finance deems the applied royalty rates to be appropriate given the brand royalty rate range of 1% to 1.3% which takes into account the brand strength index based on brand investment, brand equity and brand performance, and the industry royalty range of 0% to 1.5%.

In addition to the above, the discount rate applied to arrive at the net present value used in the indicative valuation has considered, amongst others, the risk-free rates, credit risk premiums, cost of debt, country risk premiums and corporate tax rates of the countries that the Group and AAX is operating in based on the revenue contribution from the respective countries.

- (b) the adjusted unaudited net assets (“**NA**”) of Brand AA as at 31 December 2023 after taking into account the fair value of the AirAsia Brand, was arrived at as follows:-

	<u>Low</u> (RM' million)	<u>High</u> (RM' million)
Unaudited NA of Brand AA as at 31 December 2023	14.24	14.24
Add: Capitalisation of amount owing to Capital A into new ordinary shares in Brand AA	<u>4,500.00</u>	<u>4,500.00</u>
	4,514.24	4,514.24
Add: Surplus of fair value based on Brand Valuation less intangible asset of the AirAsia Brand of RM4.50 billion	<u>297.23</u>	<u>1,673.96</u>
	4,811.47	6,188.20
Less: Loan Novation	(709.65)	(709.65)
Adjusted NA of Brand AA as at 31 December 2023 (unaudited)	<u>4,101.82</u>	<u>5,478.55</u>

The Transaction Consideration is deemed justified after considering the following:

- (i) the Transaction Consideration of USD1.15 billion (equivalent to approximately RM5.44 billion) is within the range of the adjusted unaudited NA of Brand AA as at 31 December 2023 of RM4.10 billion and RM5.48 billion.
- (ii) the effects of the Proposals which is expected to result in an improvement in the consolidated net assets of Capital A as set out in Section 7.2 of this Announcement; and
- (iii) the rationale and benefits of the Proposals as detailed in Section 5 of this Announcement.

2.5 Ranking of the Consideration Shares

The Consideration Shares will, upon allotment and issuance, rank equally in all respects with the then existing CAPI Shares in issue.

2.6 Listing and quotation of the Consideration Shares

Subject to the applicable regulatory approvals in USA, the Consideration Shares will be listed on NASDAQ or NYSE.

2.7 Information on GMFI

GMFI is a Delaware corporation listed on NASDAQ as a SPAC which may acquire a business in any industry or geographical location.

As at the date of this Announcement, GMFI has 6,394,503 shares outstanding comprising of 3,519,503 shares of GMFI Class A Stock and 2,875,000 shares of GMFI Class B Stock. The GMFI Class A Stock are traded on NASDAQ, whereas the GMFI Class B Stock are held by the sponsor, directors, officers and other initial stockholders of GMFI.

Upon completion of the Proposed Business Combination:

- (i) the public holders of the share of GMFI Class A Stock will be provided with the opportunity to redeem part or all of their shares of GMFI Class A Stock; and
- (ii) the GMFI Class B Stock will be automatically converted into GMFI Class A Stock on a 1-for-1 basis, subject to adjustment for stock splits, stock dividends, reorganisations, recapitalisations and such similar entitlements.

The shareholders of GMFI Class A Stock and GMFI Class B Stock have similar voting rights as a single class, except where required by the laws of USA.

Aetherium Capital Holdings LLC (“**GMFI’s Sponsor**”) holds 2,875,000 shares of GMFI Class B Stock representing 44.96% of the total outstanding shares in GMFI. Jonathan Chan, the chairman and chief executive officer of GMFI and as manager of Aetherium Capital Holdings LLC, has voting and dispositive power over the shares owned by Aetherium Capital Holdings LLC.

As at the date of this Announcement, the directors of GMFI are Jonathan Chan, Lim How Teck, Mariana Kou and Charles Abelmann.

2.8 Basis and justification in determining the issue price of the Consideration Shares

The issue price for the Consideration Share (“**Issue Price**”) will be based on the issue price of GMFI Class A Common Stock during its initial public offering of USD10 per share.

The Issue Price represents a discount to the last transacted price and the following historical volume weighted average market price (“**VWAP**”) of GMFI Class A Common Stock up to and including the last trading date prior to the date of the BCA (“**LTD**”):

	<u>Share price</u> USD	<u>Premium/(Discount)</u>	
		USD	%
Last transacted price of GMFI Class A Common Stock as at the LTD	10.96	(0.96)	(8.76)
5-day VWAP of GMFI Class A Common Stock up to and including LTD	10.94	(0.94)	(8.59)
1-month VWAP of GMFI Class A Common Stock up to and including LTD	10.94	(0.94)	(8.59)
3-month VWAP of GMFI Class A Common Stock up to and including LTD	10.92	(0.92)	(8.42)
6-month VWAP of GMFI Class A Common Stock up to and including LTD	10.91	(0.91)	(8.34)
12-month VWAP of GMFI Class A Common Stock up to and including LTD	10.58	(0.58)	(5.48)

(Source: Bloomberg)

2.9 Other salient terms of the BCA

Please refer to Appendix IV of this Announcement for the salient terms of the BCA.

2.10 Liabilities which will remain with the Company

It is intended that after the Loan Novation, Capital A Group will continue to provide certain securities for the Loan. As such, the Company will seek its shareholders' approval for the Proposed Provision of Financial Assistance to Brand AA.

Save for the above, there are no liabilities, including contingent liabilities and guarantees, in relation to CAPI and Brand AA which will remain with the Company after completion of the Proposed Business Combination.

2.11 Date and original cost of investment

As the AirAsia Brand was internally generated, there was no cost incurred.

2.12 Expected gain arising from the Proposals

The Proposals are not expected to result in a pro forma gain or loss to the Group as a result of the Proposed Brand Disposal.

However, the Proposals are expected to result in a pro forma improvement to the shareholders' equity of the Group of RM2.49 billion based on the assumptions as set out in Section 7.2.

2.13 Cash company

The Proposed Business Combination is not expected to result in the Company becoming a cash company as defined under the Listing Requirements.

3. PROPOSED DISTRIBUTION

The Proposed Distribution entails the distribution of up to 51.0% of the Consideration Shares ("**Distribution Shares**"), to the Entitled Shareholders based on their respective shareholdings on the Entitlement Date by way of distribution-in-specie via a reduction and repayment of its share capital pursuant to Section 116 of the Act.

The Entitled Shareholders will not be required to pay for their entitlements to the Distribution Shares. The actual number of Distribution Shares which the Entitled Shareholders will receive under the Proposed Distribution will be calculated based on the following formula:

$$\frac{\text{No. of ordinary shares in the Company ("**Capital A Shares**" or "**Shares**") held by Entitled Shareholders on the Entitlement Date}}{\text{No. of Shares in issue (excluding treasury shares)}} \times \text{Total Distribution Shares}$$

The basis of distribution would be dependent on the total number of ordinary shares in Capital A in issue on the Entitlement Date.

The Entitled Shareholders must have a Central Securities Depositories ("**CSD**") Securities Accounts to receive transfer and crediting of the Distribution Shares into their CSD Securities Accounts. Details and instructions in relation to the transfer and crediting of the Distribution Shares to the Entitled Shareholder will be set out in the circular to shareholders of the Company in due course.

Fractional entitlements to the Distribution Shares, if any, will be disregarded and dealt with in such manner or terms as the Board in its absolute discretion deems fit and expedient, and in the best interest of the Company.

For illustration purposes only, assuming 51% of the Consideration Shares are distributed to the Entitled Shareholders, the estimated shareholders' percentage of shareholding in CAPI, post completion of the Proposed Distribution (excluding the effects of the Equity Incentive Awards, which shall be determined when implemented) would be as follows:

<u>CAPI shareholders</u>	<u>Percentage of shareholdings in the enlarged issued shares of CAPI (%)</u>
The Company	46.1
Shareholders of the Company	47.9
Holders of GMFI Common Stock	*6.0

Note:

* *Prior to the completion of the Proposed Business Combination, the holders of GMFI Common Stocks hold an aggregate of 6,394,503 GMFI Common Stocks which is equivalent to 100% of the total issued shares of GMFI. As disclosed above, upon completion of the Proposed Merger, the GMFI Common Stocks will be converted into CAPI Shares and upon the completion of the Proposed Distribution, the holders of GMFI Common Stocks will continue to hold 6,394,503 CAPI Shares which is equivalent to 6% of the total enlarged issued shares of GMFI after the Proposals.*

4. PROPOSED PROVISION OF FINANCIAL ASSISTANCE

The Proposed Provision of Financial Assistance is pursuant to the Company's intention to continue to provide certain securities for the Loan after the completion of the Loan Novation as disclosed in Section 2.2 of this Announcement.

5. RATIONALE AND BENEFITS OF THE PROPOSALS

The Proposals provides an opportunity for the Company to unlock the value of Brand AA. As a result, the completion of the Proposals is expected to improve the shareholders' equity of the Group (as set out in Section 7.2 of this Announcement) and this in turn, supports the Company's effort to regularise its financial conditions.

In addition to the Proposals, as part of the Company's effort to regularise its financial condition, the Company intends to streamline the Group's core business to focus on aviation services and digital businesses. On 8 January 2024, the Company has entered into a non-binding letter of offer with AirAsia X Berhad for the proposed disposal by the Company of its 100% equity interest in AAB and AirAsia Aviation Group Limited ("**AAAGL**") to AirAsia X. In conjunction with the sale, the Company intends to distribute part of the consideration shares to be issued by AAX to the shareholders of Capital A. Accordingly, the Company is expected to record gain on dilution of interest in AAB and AAAGL and thereby is expected to improve the shareholders' equity of the Group.

Upon the completion of the Proposals, the Group will have exposure to the capital markets in the USA through NASDAQ or NYSE. The Proposals are expected to result in CAPI being listed and traded on NASDAQ or NYSE. The Group will also be able to indirectly participate in the profit of Brand AA via its shareholding in CAPI upon completion of the Proposals.

The Proposed Distribution to be undertaken in conjunction with the Proposed Business Combination is intended to:

- (i) reward the Entitled Shareholders for their continuous support by providing them with an opportunity to invest directly in Brand AA via their shareholdings in CAPI;
- (ii) unlock shareholders' value by giving them the option to continue participating directly in Brand AA; and
- (iii) enable the Entitled Shareholders to potentially benefit directly from the future performance of Brand AA.

The Loan Novation is part of Capital A's effort to restructure the Group's borrowings whereby the royalty income stream is capable of servicing the Loan's interest. The Proposed Provision of Financial Assistance via Capital A's continuation to provide certain securities for the Loan would assist the Loan Novation and thereby, reducing its aviation division's burden of servicing the Loan's interest payment.

6. RISK FACTORS OF THE PROPOSALS

6.1 Non-completion of the Proposals

The Completion is conditional upon the closing conditions of the BCA, as set out in Section 5 of Appendix IV of this Announcement, being fulfilled or waived (as the case may be). In the event that any of the closing conditions is not fulfilled or waived (as the case may be), the Proposals may be delayed or terminated. In the event of non-fulfilment of the closing conditions, the BCA shall lapse and cease to have further effect. There can be no assurance that all the closing conditions will be fulfilled or waived (as the case may be) in accordance with the terms of the BCA within the stipulated timeframe.

Nevertheless, the Company will endeavour to ensure that all the closing conditions for the BCA, insofar as they are within the control of the Company, will be fulfilled or waived (as the case may be) within the stipulated timeframe to complete the Proposals.

6.2 Contractual risk

GMFI, CAPI, Merger Subsidiary, Brand AA and the Company (collectively, the "**Parties**") have provided, and are subject to, certain representations, warranties and covenants, as set out in the BCA. In this respect, the Parties may be subject to claims in accordance with the terms and conditions of the BCA if the pre-completion or post-completion obligations under the BCA are not fulfilled and/or in the event of any breach of any such representations, warranties and covenants given by the Parties. In this regard, the Company will endeavour to procure CAPI, Merger Subsidiary and Brand AA to ensure compliance with its obligations under the BCA in order to minimise the risk of any breach of such representations, warranties or covenants given in the BCA.

6.3 Loss of income from Brand AA

Upon completion of the Proposals, Brand AA will cease to be a wholly-owned subsidiary of the Company and as such, the Group will cease to consolidate Brand AA's income.

Notwithstanding the above, the Company is expected to improve its pro forma shareholders' equity position as a result of the Proposals and thus, supports its efforts to regularise its financial conditions. Furthermore, the Group will continue to recognise a share of profit in CAPI based on its shareholding in the enlarged issued shares of CAPI.

6.4 Risk of delisting of GMFI

Pursuant to GMFI's press release dated 1 December 2023, it was disclosed that GMFI had received a "Staff Determination Letter" dated 27 November 2023 ("**Letter**") from NASDAQ stating that GMFI had been notified on 10 May 2023 that it had not complied with NASDAQ Listing Rule 5450(b)(2)(A) ("**Rule 5450**") as the market value of its listed securities had been below the minimum market value of USD 50 million required for continued listing for 30 consecutive trading days prior to 10 May 2023. Pursuant to NASDAQ Listing Rule 5810(c)(3)(C), GMFI was provided with 180 days or until 6 November 2023 to regain compliance with Rule 5450. As a result, GMFI was informed vide the Letter that its securities will be delisted from NASDAQ on 6 December 2023 unless GMFI request an appeal which it has done so. The appeal hearing was held on 27 February 2024 ("**Appeal Hearing**"). As at the date of this Announcement, the outcome of the Appeal Hearing is still pending and the decision on the Appeal Hearing is expected to be given in the next 2 weeks.

Separately, GMFI was informed vide the Letter that other deficiencies such as the failure to file its quarterly reports for periods ended 31 March 2023 and 30 June 2023 and non-compliance with the minimum securities holders requirement ("**Additional Deficiencies**") formed separate basis for delisting and GMFI would be required to address the Additional Deficiencies before its Appeal Hearing. As at the date of this Announcement, GMFI had addressed the Additional Deficiencies, save for the Additional Deficiencies which requires its shareholders approval at a special meeting to be held on 5 March 2024.

Following the Appeal Hearing and pending the decision from NASDAQ, GMFI faces the risk of being delisted from NASDAQ, upon which it will no longer maintain its listing status on NASDAQ. In this regards, Capital A has the right to terminate the BCA in the event GMFI is delisted from NASDAQ or trading of GMFI's listed securities are suspended for more than 1 market day.

7. EFFECTS OF THE PROPOSALS

7.1 Issued share capital and substantial shareholders' shareholdings

The Proposals will not have any effect on the issued share capital and substantial shareholders' shareholdings in the Company as the Proposals will not involve the issuance of any new ordinary shares in the Company ("**Capital A Shares**" or "**Shares**").

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7.2 NA per Capital A Share and gearing

For illustration purpose only, the pro forma effects of the Proposals on the NA per Capital A Share based on the latest audited consolidated statements of financial position of the Company as at 31 December 2022 and assuming that the Proposals had been effected on that date are set out below. For the avoidance of doubt, the effects shown below has not taken into account any other proposals which may be part of the Company's Proposed Regularisation Plan and the pro forma effects is solely on a stand-alone basis.

	Audited as at 31 December 2022 RM 'million	Subsequent events up to the LPD RM 'million ^(b)	After the Proposals RM 'million ^(e)
Share Capital	8,655.0	8,655.0	^(c) 6,640.8
Merger Deficit	(5,507.6)	(5,507.6)	(5,507.6)
Other Reserves	204.0	204.0	204.0
Foreign Exchange Reserve	(153.3)	(153.3)	(153.3)
Accumulated losses	(8,923.2)	(8,926.1)	^(d) (4,426.1)
Shareholders' equity/ NA	(5,725.1)	(5,728.0)	(3,242.2)
Number of ordinary shares in issue ('million)	4,161.8	4,161.8	4,161.8
NA/(NL) per share (RM)	(1.38)	(1.38)	(0.78)
Total borrowings and lease liabilities	17,995	17,995	17,333
Gearing ratio (times) ^(a)	N/A	N/A	N/A

Notes:

- (a) During the FYE 31 December 2022, the Group's operations have yet to recover from the COVID-19 pandemic impact which led to operating losses. This has resulted in a negative gearing ratio as the Group has been relying on debt compared to equity to finance the Group's operations.
- (b) Adjusted to incorporate the effects of the transfer of the AirAsia Brand from AAB to Capital A for RM4.5 billion as a subsequent event after the FYE 31 December 2022.
- (c) Pursuant to the Proposed Distribution involving the distribution-in-specie by way of a reduction in the share capital.
- (d) Pursuant to the Proposed Brand Disposal, the amount owing to AAB for the transfer of the AirAsia Brand of RM4.5 billion will no longer be subject to intercompany adjustments.
- (e) The pro forma information is based on the following critical assumptions:
- (i) the 46.1% equity interest in CAPI is deemed to be an investment in associate in accordance with the definition of associate in MFRS 128 Investments in Associates and Joint Ventures, where it is presumed that CAB will have significant influence and not control over CAPI.
- The existence of significant influence is usually evidenced in one or more of the following ways: (a) representation on the board of directors or equivalent governing body of the investee; (b) participation in policy-making processes, including participation in decisions about dividends or other distributions; (c) material transactions between the entity and its investee; (d) interchange of managerial personnel; or (e) provision of essential technical information.
- (ii) CAB will not have (a) power over CAPI; (b) exposure or rights to variable returns from its involvement with CAPI; and (c) ability to use its power over CAPI to affect the amount of CAB's returns.
- (iii) the quoted price of CAPI to effect the Proposals is assumed to be USD10 per share. Any deviation in the quoted price of CAPI at the time of completing the Proposals will impact the measurement of the investment in CAPI as an associate.

The Proposals are inter-conditional, amongst others, the completion of the Proposed Regularisation Plan. However, the effects of the Proposed Regularisation Plan have not been included in the pro forma adjustments as the Board of Directors is still in the midst of finalising the Proposed Regularisation Plan. The pro forma adjustments included relate only to the Proposals as if they are standalone transactions effected and completed on 31 December 2022. Had the effects of the Proposed Regularisation Plan been included, the pro forma net assets of Capital A as at 31 December 2022 would have been different.

7.3 Earnings Per Capital A Shares (“EPS”)

Upon completion of the Proposals, the Company will cease to consolidate the results of Brand AA. Assuming the Proposals had been effected at the beginning of FYE 31 December 2022, no material effect is expected on the earnings and EPS of the Group as Brand AA had not commenced the collection of the royalty income during the FYE 31 December 2022.

Post completion of the Proposals, the Company is expected to recognise a share of profit in CAPI based on its shareholding in CAPI.

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8. APPROVALS REQUIRED

The Proposals are subject to approvals being obtained from the following:

- (a) Bursa Securities for the Proposed Regularisation Plan;
- (b) the sealed order of the High Court of Malaya pursuant to Section 116 of the Act confirming the reduction in share capital pursuant to the Proposed Distribution;
- (c) approval of the relevant government authorities including the Central Bank of Malaysia shall have been duly obtained;
- (d) the approval of holders of GMFI Common Stock at a special meeting (“**Special Meeting**”) for, amongst others, the approval for the Proposed Business Combination;
- (e) the shareholders of the Company at an extraordinary general meeting (“**EGM**”) to be convened for the Proposed Regularisation Plan which comprises of, among others, the Proposals;
- (f) the non-interested holders of the Redeemable Convertible Unsecured Islamic Debt Securities 2021/2028 in the Company (“**RCUIDs**”) at a RCUIDS holders meeting to be convened for the Proposed Regularisation Plan which comprises of, among others, the Proposals;
- (g) the consent from the facility agent of the Loan for the Loan Novation;
- (h) the declaration that the registration statement on Form F-4/F-1 or such other form of registration statement deemed appropriate by the SEC (“**Registration Statement**”) is effective and shall remain effective as at the completion of the Proposals and any other filings and approvals by NASDAQ or NYSE in connection with the Registration Statement have been obtained;
- (i) the listing of CAPI Shares and CAPI Warrants by SEC or any relevant authority;
- (j) any approval/consent of any relevant governmental entity, financiers/lenders or any third party, as may be necessary, being obtained by CAPI or the Company, the Company’s subsidiary, or any relevant companies for the Proposals to be undertaken by the Company prior to the completion of the Proposals and the Proposed Regularisation Plan.

The Proposed Business Combination, Proposed Distribution and Proposed Provision of Financial Assistance which forms part of the Proposed Regularisation Plan are inter-conditional upon each other. The Proposals are not conditional upon any other corporate exercises undertaken or to be undertaken by the Company.

9. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM

None of the Directors and major shareholders of the Company, and/or persons connected with them have any interests, whether direct or indirect, in the Proposals.

10. DIRECTORS' STATEMENT

The Board having considered all aspects of the Proposals, including the rationale and benefits of the Proposals, the salient terms of the BCA, the basis and justification for arriving at the Transaction Consideration as well as the effects of the Proposals, is of the opinion that the Proposals is in the best interest of the Company.

11. HIGHEST PERCENTAGE RATIO APPLICABLE TO THE PROPOSALS AND VERY SUBSTANTIAL TRANSACTION

The highest percentage ratio applicable to the Proposals pursuant to Paragraph 10.02(g) of the Listing Requirements is approximately 178.1%, computed based on the Transaction Consideration as compared to the market value of all the ordinary shares of Capital A as at 27 February 2024. As such, the Proposals is deemed as a Very Substantial Transaction.

12. ADVISER

RHB Investment Bank has been appointed as the Principal Adviser to the Company for the Proposals.

13. APPLICATIONS TO THE AUTHORITIES

Barring any unforeseen circumstances, the application to the relevant authorities in relation to the Proposals are expected to be made within a period of 3 months from the date of this Announcement.

14. ESTIMATED TIME FRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to all relevant approvals being obtained, the Proposals are expected to be completed by the 1st quarter of 2025.

15. POLICIES ON FOREIGN INVESTMENT AND REPATRIATION OF PROFIT

Based on the laws, regulations and policies in the Cayman Islands, the country of domicile of CAPI, there are no restrictions applicable to foreign investments in CAPI (subject to compliance with applicable anti-money laundering regulations and sanction regimes), provided that CAPI is prohibited from making any invitation to the public in the Cayman Islands to acquire any of its securities. Additionally, there are no Cayman Islands taxes applicable on the repatriation of profits earned by CAPI.

16. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the BCA will be made available for inspection at the registered office of the Company at RedQ, Jalan Pekeliling 5, Lapangan Terbang Antarabangsa Kuala Lumpur, 64000 KLIA, Selangor Darul Ehsan, Malaysia during normal business hours on Mondays to Fridays (except public holidays) for a period of 3 months from the date of this Announcement.

This Announcement is dated 28 February 2024.

INFORMATION ON CAPI

1. HISTORY AND BUSINESS

Capital A International (“**CAPI**”) was incorporated by the Company in the Cayman Islands on 2 February 2024 under the laws of Cayman Island as an exempted company with limited liability. CAPI was formed solely for purposes of the Proposals.

2. SHARE CAPITAL

As at 2 February 2024, the issued share capital of CAPI is USD0.0001 comprising 1 ordinary share of par value USD0.0001.

3. SHAREHOLDERS

As at 2 February 2024, CAPI is a wholly-owned subsidiary of Capital A.

4. DIRECTORS

As at 27 February 2024, the director of CAPI and her shareholdings in CAPI are set out below:

Directors	Nationality	<-----Direct----->		<-----Indirect----->	
		No of ordinary shares	%	No of ordinary shares	%
Aireen Omar	Malaysian	-	-	-	-

5. HISTORICAL FINANCIAL INFORMATION

As CAPI is newly incorporated, the historical financial information for the past 3 financial years or since the date of incorporation is not able to be provided and will not be applicable.

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INFORMATION ON BRAND AA

1. HISTORY AND BUSINESS

Brand AA was incorporated in Malaysia under the Companies Act 2016 on 12 May 2021 as a private company limited by shares under the name of AAD Data Sdn Bhd. It assumed its present name on 16 January 2023. Brand AA is the registered proprietor of the AirAsia Brand and a portfolio of other owned trademarks or intellectual property and is principally involved in the brand management of said brand and portfolio.

2. SHARE CAPITAL

As at the LPD, the issued share capital of Brand AA is RM2 comprising 2 ordinary shares in Brand AA.

3. SHAREHOLDERS

As at the LPD, the shareholders of Brand AA and their respective shareholdings in Brand AA are set out below:

Substantial shareholders	Place of incorporation / Nationality	<-----Direct----->		<-----Indirect----->	
		No of ordinary shares	%	No of ordinary shares	%
Capital A	Malaysia	2	100.00	-	-

4. DIRECTORS

As at the LPD, the directors of Brand AA and their respective shareholdings in Brand AA are set out below:

Directors	Nationality	<-----Direct----->		<-----Indirect----->	
		No of ordinary shares	%	No of ordinary shares	%
Datuk Kamarudin Bin Meranun	Malaysian	-	-	(a)2	100.00
Tan Sri Anthony Francis Fernandes	Malaysian	-	-	(a)2	100.00
Aireen Omar	Malaysian	-	-	-	-
Nur Airin Zairin Binti Zainul Bahrin	Malaysian	-	-	-	-

Note:

(a) Deemed interested by virtue of their interests in Capital A Group.

INFORMATION ON BRAND AA

5. HISTORICAL FINANCIAL INFORMATION

A summary of the audited financial information of Brand AA since incorporation up to FYE 31 December 2022 and the unaudited financial information for FYE 31 December 2023 are set out below:

	<-----Audited-----> <-----FYE 31 December----->		Unaudited FYE 31 December 2023
	2021 RM'000	2022 RM'000	RM'000
Revenue	-	-	44,697
Profit before tax / (Loss before tax)	(35)	(47)	16,104
PATMI	(35)	(47)	14,104
Share capital	(a)-	(a)-	221
Shareholders' fund/NA	(35)	(82)	14,243
Total interest-bearing borrowings	-	-	-
No. of issued shares	2	2	2
Earnings per share (RM)	(18)	(24)	7,052
NA per share (RM)	(18)	(41)	7,122
Current ratio (times)	0.01	-	(b)-
Gearing ratio (times)	-	-	-

Notes:

(a) The share capital of Brand AA is RM2 comprising 2 ordinary shares of RM1 each.

(b) Negligible.

Commentaries of past financial performance:

(a) FYE 31 December 2021

Brand AA existed as a dormant company in 2021.

(b) FYE 31 December 2022

Brand AA existed as a dormant company in 2022.

(c) FYE 31 December 2023

Brand AA posted an annual revenue of RM44.7 million in 2023, reflecting a more than 100% year-on-year growth attributed to the collection of brand licensing fees from AirAsia, which commenced in the third quarter of 2023.

Brand AA's expenses are mainly attributable to marketing expenses in relation to publicity, advertising and promotional activities.

INFORMATION ON GMFI

1. HISTORY AND BUSINESS

GMFI was incorporated in the United States of America as a blank check company under the Delaware General Corporation Law and is deemed registered under the Securities Act of 1933. It was listed on the NASDAQ on 3 January 2022. GMFI is formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganisation or similar business combination with one or more businesses.

2. SHARE CAPITAL

As at the LPD, the issued share capital of GMFI is USD639.45 comprising 6,394,503 shares outstanding, represented by 3,519,503 shares of Class A common stock ("**GMFI Class A Stock**") and 2,875,000 shares of Class B common stock ("**GMFI Class B Stock**").

The shareholders of GMFI Class A Stock and GMFI Class B Stock have similar voting rights as a single class, except where required by the laws of USA.

3. SUBSTANTIAL SHAREHOLDERS

As at the LPD, Aetherium Capital Holdings LLC holds 2,875,000 shares of GMFI Class B Stock representing 44.96% of the total outstanding shares in GMFI.

Jonathan Chan, the chairman and chief executive officer of GMFI and as manager of Aetherium Capital Holdings LLC, has voting and dispositive power over the shares owned by Aetherium Capital Holdings LLC.

4. DIRECTORS

As at the LPD, the directors of GMFI are Jonathan Chan, Lim How Teck, Mariana Kou and Charles Abelmann.

INFORMATION ON GMFI

5. HISTORICAL FINANCIAL INFORMATION

A summary of the audited consolidated financial information of GMFI since incorporation up to FYE 31 December 2022 and the unaudited consolidated financial information for the 9-month financial period ended (“FPE”) 30 September 2023 are set out below:

	<-----Audited-----> <-----FYE 31 December----->		Unaudited FYE 31 December 2023
	2021 USD'000	2022 USD'000	USD'000
Revenue	-	-	-
Profit before tax / (Loss before tax)	(a)-	(416)	1,780
PATMI	(a)-	(624)	1,322
Share capital	-	-	0.64
Shareholders' fund/NA	(25)	(4,992)	(5,568)
Total interest-bearing borrowings	-	-	-
No. of issued shares	0.63	0.63	0.63
Earnings per share (RM)	(a)-	(a)-	(a)-
NA per share (RM)	(a)-	(a)-	(a)-
Current ratio (times)	1.08	23.62	5.10
Gearing ratio (times)	-	-	-

Note:

(a) Negligible.

GMFI is a blank check company formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganisation or similar business combination with one or more businesses. The past financial performance commentaries are not relevant as GMFI does not have any operating assets or business and has not undertaken any merger or business combination.

6. SUBSIDIARIES, ASSOCIATED COMPANIES, AND JOINT VENTURE COMPANIES

As at the LPD, GMFI does not have any subsidiary, associated company or joint venture company.

7. ADDITIONAL INFORMATION

Pursuant to Paragraph 10.10 of the Listing Requirements, the additional information required in relation to Very Substantial Transactions are set out below:

- (i) No cost is required to put on-stream the operations of GMFI and hence, no proportion of such cost is to be assumed or guaranteed by Capital A;
- (ii) Pursuant to the Proposals, the profit contribution to Capital A derived from its shareholding in CAPI as a result of the profits generated by Brand AA will accrue with immediate effect; and
- (iii) The expected returns are to be derived from the profit of Brand AA which primarily arises from the royalty income from companies that utilises the AirAsia Brand.

For the avoidance of doubt, the Proposals will not result in a significant change in business direction or policy of our Company pursuant to the Equity Guidelines issued by the Securities Commission Malaysia.

SALIENT TERMS OF THE BCA

The salient terms of the BCA are set out below:

1. OBJECTIVES OF THE BCA

GMFI is a special purpose acquisition company incorporated in Delaware for the purpose of entering into the Proposed Business Combination with one or more businesses or entities.

2. PROPOSED MERGER

Under the Proposed Merger, Merger Subsidiary shall be merged with and into GMFI, following which the separate corporate existence of Merger Subsidiary shall cease by operation of Delaware law and GMFI shall continue as the surviving corporation. GMFI, as the surviving corporation in the Proposed Merger, will be and remain the “*Surviving Corporation*”.

On the closing date, the Parties shall cause the Proposed Merger to be consummated by the execution, acknowledgement and filing with the Secretary of State of the State of Delaware of Certificate of Merger, with the Proposed Merger becoming effective immediately upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or such other subsequent date and time as GMFI and Capital A agree and specify in the Certificate of Merger in accordance with the DGCL (“**Effective Time**”).

3. EFFECT OF THE PROPOSED MERGER ON GMFI SECURITIES

At the Effective Time, by virtue of the Proposed Merger and without any action on the part of any party to the BCA or the holders of securities of GMFI or Merger Subsidiary:

- (a) *GMFI Units*: At the Effective Time, each issued and outstanding GMFI Unit shall be automatically detached and the holder thereof shall be deemed to hold one share of GMFI Class A Common Stock and one GMFI Warrant in accordance with the terms of the GMFI Units;
- (b) *GMFI Common Stock*: At the Effective Time, each issued and outstanding share of GMFI Common Stock (other than GMFI Excluded Shares (as defined herein)) shall be converted automatically into one CAPI Share, following which, all GMFI Common Stock shall cease to be outstanding and shall automatically be cancelled and shall cease to exist. The holders of certificates previously evidencing GMFI Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares, except as provided herein or by law;
- (c) *GMFI Warrants*: At the Effective Time, each outstanding public GMFI Warrant shall be automatically converted into one public CAPI Warrant and each outstanding private GMFI Warrant shall be automatically converted into one private CAPI Warrant. At the Effective Time, the GMFI Warrants shall cease to be outstanding and shall automatically be cancelled and retired and shall cease to exist. Each of the public CAPI Warrants shall have, and be subject to, substantially the same terms and conditions set forth in the public GMFI Warrants, and each of the private GMFI Warrants shall have, and be subject to, substantially the same terms and conditions set forth in the private GMFI Warrants, except that in each case they shall represent the right to acquire CAPI Shares in lieu of GMFI Common Stock. At or prior to the Effective Time, CAPI shall take all corporate action necessary to reserve for future issuance, and shall maintain such reservation for so long as any of the CAPI Warrants remain outstanding, a sufficient number of CAPI Shares for delivery upon the exercise of such CAPI Warrants; and

SALIENT TERMS OF THE BCA

- (d) *GMFI Excluded Shares*: At the Effective Time, any shares of GMFI that are held by GMFI as treasury shares (“**GMFI Excluded Shares**”) shall be cancelled without any conversion thereof or payment therefor.

4. EFFECT OF THE PROPOSED MERGER ON MERGER SUBSIDIARY COMMON STOCK

At the Effective Time, by virtue of the Proposed Merger and without any action on the part of any Party or the holders of any capital shares thereof, each common stock, par value \$0.01 per share, of Merger Subsidiary issued and outstanding immediately prior to the Effective Time shall automatically be converted into and become one fully-paid and non-assessable share of common stock, par value \$0.01 per share, of the Surviving Corporation. All the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of Merger Subsidiary and GMFI shall become the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of the Surviving Corporation (including all rights and obligations with respect to the trust account), which shall include the assumption by the Surviving Corporation of any and all agreements, covenants, duties and obligations of Merger Subsidiary and GMFI and the Surviving Corporation shall continue its existence as a wholly-owned subsidiary of CAPI.

5. EFFECT OF THE PROPOSED BUSINESS COMBINATION ON ISSUED SECURITIES OF CAPI

Upon consummation of the Proposed Business Combination (and in consideration therefor, including the Proposed Brand Disposal, and in the Transaction Consideration), on the closing date, (a) CAPI shall (i) cause Brand AA to effectuate the Loan Novation and (ii) issue to Capital A the Consideration Shares; and (b) concurrently with, or immediately after, the issuance of the Consideration Shares by CAPI, Capital A shall effectuate the Proposed Distribution as of a date to be determined.

6. MAJOR/MATERIAL CONDITIONS ON CLOSING

Conditions to each Party's obligations

The obligations of each Party to consummate the Proposed Business Combination shall be subject to the satisfaction or written waiver (where permissible), by GMFI and Capital A, of the following conditions:

- (a) *Purchaser Required Stockholder Approval*: The Purchaser Stockholder Approval Matters (being (i) the adoption and approval of the BCA and the Proposed Business Combination (including to the extent required, the issuance of any shares pursuant to private equity investment in GMFI or CAPI to purchase GMFI or CAPI shares) by the holders of GMFI Common Stock in accordance with GMFI's organizational documents, the DGCL and the rules and regulations of the U.S. Securities and Exchange Commission (“**SEC**”) and NASDAQ (provided that the Proposed Merger and the Certificate of Merger must be authorized by a special resolution) and (ii) such other matters as Brand AA, CAPI and GMFI shall hereafter mutually determine to be necessary or appropriate in order to effect the Proposed Business Combination) that are submitted to the vote of the stockholders of GMFI at the Special Meeting in accordance with the proxy statement shall have been approved by the requisite vote of the stockholders of GMFI at the Special Meeting in accordance with the GMFI's amended and restated certificate of incorporation in effect under the DGCL, applicable law and the proxy statement (“**Purchaser Required Stockholder Approval**”);

SALIENT TERMS OF THE BCA

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- (b) *Antitrust Laws:* Any waiting period (and any extension thereof) applicable to the consummation of the BCA under any laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade shall have expired or been terminated;
 - (c) *Requisite Regulatory Approvals:* All consents required to be obtained from or made with any governmental authority in order to consummate the Proposed Business Combination that are set forth in the disclosure schedule shall have been obtained or made;
 - (d) *Requisite Consents:* The consents required to be obtained from or made with any third person (other than a governmental authority) in order to consummate the Proposed Business Combination that are set forth in the disclosure schedule shall have each been obtained or made;
 - (e) *No Law or Order:* No governmental authority shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) or order that is then in effect and which has the effect of making the transactions or agreements contemplated by the BCA illegal or which otherwise prevents or prohibits consummation of the Proposed Business Combination;
 - (f) *Registration Statement:* The Registration Statement shall have been declared effective by the SEC and shall remain effective as of the closing, and any required filings and approvals by NASDAQ or NYSE in connection with the Registration Statement shall have been obtained;
 - (g) *Listing:* The CAPI Shares and CAPI Warrants shall have been approved for listing on NASDAQ or NYSE;
 - (h) *Capital A Required Stockholder Approval:* The shareholders of Capital A shall have approved the Proposed Regularisation Plan which comprises of, among others, the Proposals at an extraordinary general meeting of the Capital A shareholders to be convened;
 - (i) *Malaysia Exchange Regulator Approval:* Bursa Securities shall have approved the Proposed Regularisation Plan; and
 - (j) *Capital A Convertible Security Holders' Approval:* the non-interested holders of RCUIDs shall have approved the Proposed Regularisation Plan at a RCUIDs holders meeting to be convened.

Conditions to obligations of Capital A, Brand AA, CAPI and Merger Subsidiary

In addition to the conditions above, the obligations of Capital A, Brand AA, CAPI and Merger Subsidiary to consummate the Proposed Business Combination are subject to the satisfaction, or written waiver by Capital A, of the following conditions:

- (a) *Representations and Warranties:* All of the representations and warranties of GMFI set forth in the BCA and in any certificate delivered by GMFI or on behalf of GMFI pursuant thereto shall be true and correct on and as of the date of the BCA and on and as of the closing date as if made on the closing date, except for (i) those representations and warranties that address matters only as of a particular date (which representations and warranties shall have been accurate as of such date), and (ii) any failures to be true and correct that (without giving effect to any qualifications or limitations as to materiality or material adverse effect), individually or in the aggregate, have not had and would not reasonably be expected to have a material adverse effect on, or with respect to, GMFI;

SALIENT TERMS OF THE BCA

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- (b) *Agreements and Covenants*: GMFI shall have performed in all material respects all of its respective obligations and complied in all material respects with all of its respective agreements and covenants under the BCA to be performed or complied with thereby on or prior to the closing date;
 - (c) *No Material Adverse Effect*: No material adverse effect shall have occurred with respect to GMFI since the date of the BCA which is continuing and uncured;
 - (d) *Ancillary Documents*: All ancillary documents shall have been duly executed by each respective party thereto and shall be in full force and effect in accordance with their terms as of the closing;
 - (e) *Resignations*: Other than those persons designated as continuing directors or officers of the Surviving Corporation, all officers and directors of GMFI shall have executed written resignations effective as of immediately prior to the Effective Time;
 - (f) *Sponsor Support Agreement*: Each of the covenants of Aetherium Capital Holdings LLC, a Delaware limited liability company ("**Sponsor**") required under the sponsor support agreement to be performed as of or prior to the closing shall have been performed;
 - (g) *Registration of Consideration Shares*: In connection with the Registration Statement, the SEC shall not object to CAPI's registration of the Consideration Shares on the Registration Statement, such that the Consideration Shares received by non-affiliate Capital A shareholders shall be freely tradeable upon the consummation of the Proposed Business Combination under applicable U.S. securities laws;
 - (h) *Officer Certificate*: GMFI shall have delivered to Brand AA a certificate, dated the closing date, signed by an executive officer of GMFI in such capacity, certifying as to the satisfaction of the conditions specified in paragraphs (a), (b) and (c) above with respect to GMFI;
 - (i) *Registration Rights and Lock-Up Agreement*: Brand AA shall have received copies of each of the registration rights and lock-up agreement, duly executed by the Sponsor;
 - (j) *FIRPTA Certificate*: GMFI shall have delivered to CAPI, in a form reasonably acceptable to CAPI, a properly executed certification that shares of GMFI Common Stock are not "United States real property interests" in accordance with Treasury Regulation Section 1.1445-2(c)(3), together with a notice to the U.S. Internal Revenue Service ("**IRS**") (which shall be filed by CAPI with the IRS at or following the closing) in accordance with the provisions of Section 1.897-2(h)(2) of the Treasury Regulations;
 - (k) *Net Tangible Assets*: GMFI shall have at least \$5,000,001 of net tangible assets (as determined by Capital A) both (i) prior to the closing and (ii) remaining upon the consummation of the Proposed Business Combinations (after giving effect to the redemption, the receipt of funds under the private placement, and/or backstop arrangements with potential investors, if any, and the other Proposed Business Combination contemplated to occur on the closing date, including the payment of all expenses of GMFI and Brand AA); and

SALIENT TERMS OF THE BCA

- (l) *Deferred Underwriting Fees Novation or Waiver:* GMFI shall ensure that its creditors with respect to deferred fees or commissions payable to the underwriters of the initial public offering upon consummation of the Proposed Business Combination shall, by the closing date, have entered into novation, waiver or substantially similar agreements with GMFI and/or the Sponsor, as applicable, which shall be in form and substance satisfactory to Capital A.

Conditions to obligations of GMFI

In addition to the conditions specified above, the obligations of GMFI to consummate the Proposed Business Combination are subject to the satisfaction or written waiver (by GMFI) of the following conditions:

- (a) *Representations and Warranties:* All of the representations and warranties of Brand AA, CAPI and Merger Subsidiary set forth in the BCA and in any certificate delivered by or behalf of the Brand AA, CAPI and Merger Subsidiary pursuant thereto shall be true and correct on and as of the date of the BCA and on and as of the closing date as if made on the closing date, except for (i) those representations and warranties that address matters only as of a particular date (which representations and warranties shall have been accurate as of such date), and (ii) any failures to be true and correct that (without giving effect to any qualifications or limitations as to materiality or material adverse effect), individually or in the aggregate, have not had and would not reasonably be expected to have a material adverse effect on, or with respect to, Brand AA taken as a whole, or CAPI or Brand AA;
- (b) *Agreements and Covenants:* Each of Brand AA, CAPI and Merger Subsidiary shall have performed in all material respects all of its obligations and complied in all material respects with all of its agreements and covenants under the BCA to be performed or complied with by it on or prior to the closing date;
- (c) *No Material Adverse Effect:* No material adverse effect shall have occurred with respect to Brand AA, CAPI and Merger Subsidiary since the date of the BCA which is continuing and uncured;
- (d) *Officer Certificate:* GMFI shall have received a certificate from Brand AA, dated as the closing date, signed by an executive officer of Brand AA in such capacity, certifying as to the satisfaction of the conditions specified in paragraphs (a), (b) and (c) above;
- (e) *Registration Rights and Lock-Up Agreement:* GMFI shall have received a copy of the registration rights and lock-up agreement, duly executed by all parties thereto other than Sponsor; and
- (f) *Assignment of Untransferred Registered IP:* GMFI shall have received a copy of the IP assignment agreement with respect to the assignment of all patents, trademarks, copyright, and internet assets that will be transferred by contract and registered in the name of Brand AA after the closing ("**Untransferred Registered IP**"), duly executed by each of the affiliate of Capital A in whose name Untransferred Registered IP is registered or that holds unregistered trademarks associated with any and all trademarks comprising, and associated with the AirAsia Brand.

SALIENT TERMS OF THE BCA

7. TERMINATION WHEN CONDITIONS ARE NOT MET

The BCA may be terminated and the Proposed Business Combination may be abandoned at any time prior to the closing as follows:

- (a) by mutual written consent of GMFI and Capital A;
- (b) by written notice by GMFI or Capital A if any of the conditions to the closing have not been satisfied or waived by 31 December 2024 (“**Outside Date**”); provided, however, that the right to terminate the BCA shall not be available to a Party if the breach or violation by such Party or its affiliates of any representation, warranty, covenant or obligation under the BCA was the primary cause of, or directly resulted in, the failure of the closing to occur on or before the Outside Date;
- (c) by written notice by either GMFI or Capital A if a governmental authority of competent jurisdiction shall have issued an order or taken any other action permanently restraining, enjoining or otherwise prohibiting the Proposed Business Combination, and such order or other action has become final and non-appealable; provided, however, that the right to terminate the BCA shall not be available to a Party if the failure by such Party or its affiliates to comply with any provision of the BCA has been a substantial cause of, or substantially resulted in, such action by such governmental authority;
- (d) by written notice by Capital A to GMFI, if (i) there has been a material breach by GMFI of any of its representations, warranties, covenants or agreements contained in the BCA, or if any representation or warranty of GMFI shall have become materially untrue or materially inaccurate, in any case, which would result in a failure of a condition to be satisfied (treating the closing date for such purposes as the date of the BCA or, if later, the date of such breach), and (ii) the breach or inaccuracy is incapable of being cured or is not cured within twenty (20) days after written notice of such breach or inaccuracy is provided to GMFI by Capital A; provided, that Capital A shall not have the right to terminate the BCA if at such time Capital A, Brand AA, CAPI or Merger Subsidiary is in material uncured breach of the BCA;
- (e) by written notice by GMFI to Capital A, if (i) there has been a breach by Capital A, Brand AA, CAPI or Merger Subsidiary of any of their respective representations, warranties, covenants or agreements contained in the BCA, or if any representation or warranty of such Parties shall have become untrue or inaccurate, in any case, which would result in a failure of a condition to be satisfied (treating the closing date for such purposes as the date of the BCA or, if later, the date of such breach), and (ii) the breach or inaccuracy is incapable of being cured or is not cured within twenty (20) days after written notice of such breach or inaccuracy is provided to Capital A by GMFI; provided, that GMFI shall not have the right to terminate the BCA if at such time GMFI is in material uncured breach of the BCA;
- (f) by written notice by GMFI to Capital A, if there shall have been a material adverse effect on Brand AA taken as a whole, following the date of the BCA which is uncured and continuing;
- (g) by written notice by either GMFI or Capital A to the other if the Special Meeting is held (including any adjournment or postponement thereof) and has concluded, GMFI’s stockholders have duly voted, and the Purchaser Required Stockholder Approval was not obtained; or
- (h) by written notice by Capital A to GMFI if GMFI receives a “Staff Delisting Determination” (within the meaning of NASDAQ rules) or other written determination by NASDAQ to delist GMFI’s securities for failure to meet a continued listing standard or trading in GMFI’s securities is suspended for more than one day on which the Nasdaq is open for trading.

SALIENT TERMS OF THE BCA

The BCA may only be terminated in the circumstances described above and pursuant to a written notice delivered by the applicable Party to the other applicable Parties, which sets forth the basis for such termination, including the circumstances described above under which such termination is made. In the event of the valid termination of the BCA, the BCA shall forthwith become void, and there shall be no liability on the part of any Party or any of their respective representatives, and all rights and obligations of each Party shall cease, except: (i) Sections 7.13 (*Public Announcements*), 7.14 (*Confidential Information*), 9.3 (*Fees and Expenses*), 10.1 (*Waiver of Claims Against Trust*), Article XI (*Miscellaneous*) and Section 9.2 (*Termination*) shall survive the termination of the BCA, and (ii) nothing herein shall relieve any Party from liability for any willful breach of any representation, warranty, covenant or obligation under the BCA or any claim based in whole or in part upon actual and intentional fraud, with elements of scienter and reliance, under the Laws of the State of New York, in the making of any representations and warranties contained in the BCA against such Party, in either case, prior to termination of the BCA (in each case of clauses (i) and (ii) above, subject to Section 10.1 (*Waiver of Claims Against Trust*)). Without limiting the foregoing, and except as provided in Sections 9.3 (*Fees and Expenses*) and Section 9.2 (*Termination*) (but subject to Section 10.1 (*Waiver of Claims Against Trust*)), and subject to the right to seek injunctions, specific performance or other equitable relief in accordance with Section 11.6 (*Specific Performance*)), the Parties' sole right prior to the closing with respect to any breach of any representation, warranty, covenant or other agreement contained in the BCA by another Party or with respect to the Proposed Business Combination shall be the right, if applicable, to terminate the BCA.

8. SPONSOR SUPPORT AGREEMENT

Simultaneously with the execution and delivery of the BCA, a sponsor support agreement executed by Capital A, CAPI, GMFI and the Sponsor will be delivered whereby, amongst others, undertakings on voting in support of the BCA will be given and minimum funding in GMFI will remain for CAPI's use after listing.

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