

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

- (I) PROPOSED AAAGL DISPOSAL;**
 - (II) PROPOSED AAB DISPOSAL; AND**
 - (III) PROPOSED DISTRIBUTION**
- (COLLECTIVELY, THE “PROPOSALS”)**

1. INTRODUCTION

Reference is made to the Company’s announcements dated 25 April 2024 and 26 July 2024 (“**Announcements**”) as well as AAX’s announcements dated 25 April 2024 and 26 July 2024 (“**AAX’s Announcements**”). Unless otherwise stated, the words and abbreviations used herein shall have the same meaning as the Announcements.

On behalf of the Board, RHB Investment Bank Berhad wishes to announce that the Company had on 4 September 2024 entered into supplemental agreements with AAX to amend and vary certain terms and conditions of the AAAGL SSPA (as supplemented by the AAAGL Supplemental SSPA) (“**AAAGL Second Supplemental SSPA**”) and AAB SSPA (as supplemented by the AAB Supplemental SSPA (“**AAB Second Supplemental SSPA**”) (collectively, “**Second Supplemental SSPAs**”) as follows:-

- (a) The amendments and variations to the salient terms of the AAAGL SSPA as detailed in the Announcements are set out as follows (“**AAAGL SSPA Variation**”):

Item	Salient terms of the AAAGL SSPA as supplemented, amended and varied by the AAAGL Supplemental SSPA	Salient terms of the AAAGL SSPA as supplemented, amended and varied by the AAAGL Supplemental SSPA and AAAGL Second Supplemental SSPA
3.1(iii)(f)	-	The following new paragraph is to be inserted immediately after 3.1(iii)(e): the approvals and/or consents of lenders/financiers of the AAAGL Target Entities for the release and/or discharge of any corporate guarantee and/or security provided by the Company or its group of companies (excluding the AAAGL Target Entities) in favour of lenders/financiers of the AAAGL Target Entities shall be obtained before the AAAGL Completion Date. For the avoidance of doubt, the Company and AAX agree that they shall not be entitled to waive this condition precedent;

Item	Salient terms of the AAAGL SSPA as supplemented, amended and varied by the AAAGL Supplemental SSPA	Salient terms of the AAAGL SSPA as supplemented, amended and varied by the AAAGL Supplemental SSPA and AAAGL Second Supplemental SSPA
6	To the extent that the Company is required to continue providing its corporate guarantees in favour of the governmental entities, financiers/ lenders or third parties in respect of the obligations of the AAAGL Target Entities after AAAGL Completion and in consideration of the Company doing so, AAX agrees and undertakes to indemnify and keep indemnified and save the Company harmless from and against any and all claims, demands, proceedings, damages, losses, fines, penalties, costs, charges, expenses, payments and liabilities incurred or suffered by the Company after AAAGL Completion in relation to such continued provision of corporate guarantees.	The referenced paragraph shall be removed in its entirety.

Except to the extent expressly amended, varied and/or supplemented by the provisions of the AAAGL Second Supplemental SSPA, all other terms and conditions in the AAAGL SSPA (as supplemented by the AAAGL Supplemental SSPA) remain in full force and effect.

- (b) The amendments and variations to the salient terms of the AAB SSPA as detailed in the Announcements are set out as follows (“**AAB SSPA Variation**”):

Item	Salient terms of the AAB SSPA as supplemented, amended and varied by the AAB Supplemental SSPA	Salient terms of the AAB SSPA as supplemented, amended and varied by the AAB Supplemental SSPA and AAB Second Supplemental SSPA
3.1(iii)(h)	-	The following new paragraph is to be inserted immediately after 3.1(iii)(g): the approvals and/or consents of lenders/financiers of the AAB Target Entities for the release and/or discharge of any corporate guarantee and/or security provided by the Company or its group of companies (excluding the AAB Target Entities) in favour of lenders/financiers of the AAB Target Entities shall be obtained before the AAB Completion Date. For the avoidance of doubt, the Company and AAX agree that they shall not be entitled to waive this condition precedent;

Item	Salient terms of the AAB SSPA as supplemented, amended and varied by the AAB Supplemental SSPA	Salient terms of the AAB SSPA as supplemented, amended and varied by the AAB Supplemental SSPA and AAB Second Supplemental SSPA
6	To the extent that the Company is required to continue providing its corporate guarantees in favour of the governmental entities, financiers/ lenders or third parties in respect of the obligations of the AAB Target Entities after AAB Completion and in consideration of the Company doing so, AAX agrees and undertakes to indemnify and keep indemnified and save the Company harmless from and against any and all claims, demands, proceedings, damages, losses, fines, penalties, costs, charges, expenses, payments and liabilities incurred or suffered by the Company after AAB Completion in relation to such continued provision of corporate guarantees.	The referenced paragraph shall be removed in its entirety.

Except to the extent expressly amended, varied and/or supplemented by the provisions of the AAB Second Supplemental SSPA, all other terms and conditions in the AAB SSPA (as supplemented by the AAB Supplemental SSPA) remain in full force and effect.

2. RATIONALE OF THE AAAGL SSPA VARIATION AND AAB SSPA VARIATION

The AAAGL SSPA Variation and AAB SSPA Variation are made to provide that Capital A and its group of companies (excluding the AAAGL Target Entities and AAB Target Entities) shall not provide any corporate guarantee and/or security in favour of the financiers/lenders in respect of the AAAGL Target Entities and AAB Target Entities upon the AAAGL Completion and AAB Completion, respectively.

In consequence to the aforementioned, AAX shall no longer be required to indemnify and save the Company harmless from and against any and all claims, demands, proceedings, damages, losses, fines, penalties, costs, charges, expenses, payments and liabilities incurred or suffered by the Company after the AAAGL Completion and AAB Completion in relation to the continued provision of corporate guarantees.

3. EFFECTS OF THE AAAGL SSPA VARIATION AND AAB SSPA VARIATION

The AAAGL SSPA Variation and AAB SSPA Variation will not have any material effect on the pro forma effects on the issued share capital, substantial shareholders' shareholdings, net assets, net assets per share, gearing, earnings and earnings per share of the Company.

4. AUDIT COMMITTEE'S STATEMENT

The Audit Committee of the Company, after having considered all relevant aspects of the AAAGL SSPA Variation and AAB SSPA Variation, including the terms of the Second Supplemental SSPAs and the rationale, is of the opinion that the AAAGL SSPA Variation and AAB SSPA Variation are:

- (i) in the best interest of the Company;
- (ii) fair, reasonable and on normal commercial terms; and
- (iii) not detrimental to the interest of the non-interested shareholders of the Company.

5. DOCUMENTS FOR INSPECTION

Copies of the AAAGL Second Supplemental SSPA and AAB Second Supplemental SSPA 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 4 September 2024.