

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

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

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

Reference is made to AAX’s proposed internal reorganisation (as set out in AAX’s Announcement) whereby AAX had on 25 April 2024 entered into a conditional internal reorganisation agreement with AAG (“**Internal Reorganisation Agreement**”) for the implementation of a proposed internal reorganisation by way of a members’ scheme of arrangement under Section 366 of the Act to undertake the proposed share exchange of all AAX Shares with new AAG Shares, and the proposed assumption by AAG of the listing status of AAX and the admission of AAG to, and the withdrawal of AAX from, the Official List of Bursa Securities with the listing and quotation of the entire enlarged issued share capital of AAG on the Main Market of Bursa Securities (collectively, referred to as “**AAX Proposed Internal Reorganisation**”). AAX had on 26 July 2024 announced that the board of directors of AAX had decided to abort the AAX Proposed Internal Reorganisation, and that AAX and AAG had on 26 July 2024 mutually terminated the Internal Reorganisation Agreement.

Accordingly, on behalf of the Board, RHB Investment Bank Berhad wishes to announce that the Company had on 26 July 2024 entered into supplemental agreements with AAX and AAG to amend and vary certain terms and conditions of the AAAGL SSPA (“**AAAGL Supplemental SSPA**”) and AAB SSPA (“**AAB Supplemental SSPA**”) (collectively, “**Supplemental SSPAs**”). Pursuant to the Supplemental SSPAs, AAX has assumed the rights, benefits, titles, interests, obligations and liabilities of AAG to the AAAGL SSPA and AAB SSPA as the purchaser in respect of the Proposed AAAGL Disposal and Proposed AAB Disposal respectively.

Further details on the key amendments and variations pursuant to the AAAGL Supplemental SSPA and AAB Supplemental SSPA are set out in the ensuing sections of this announcement.

2. AAAGL Supplemental SSPA

Capital A and AAG agree that, with effect from 26 July 2024:

- (a) AAG novates the whole of its rights, benefits, entitlements, duties, obligations and liabilities under the AAAGL SSPA to and in favour of AAG so that:
 - (i) AAX replaces AAG as a party to and under the AAAGL SSPA as if it were an original party to the AAAGL SSPA in place of AAG; and
 - (ii) any reference in the AAAGL SSPA to AAG will be read as a reference to AAX, where the context permits; and
- (b) the consideration for the novation shall be the assumption by AAX of the rights, benefits, entitlements, duties, obligations and liabilities of AAG under the AAAGL SSPA and the release of the rights, benefits, entitlements, duties, obligations and liabilities of AAG, on and subject to the terms of the AAAGL Supplemental SSPA.

The key amendments and variations to the salient terms of the AAAGL SSPA as detailed in Appendix V of the Announcement are set out as follows (“**AAAGL Variation**”):

Item	Salient terms of the AAAGL SSPA	Salient terms of the AAAGL SSPA as amended and varied by the AAAGL Supplemental SSPA
All	-	All references to AAG in the salient terms of the AAAGL SSPA are to be replaced with references to AAX.
3.1(iii)(a)	<p>MAVCOM's decision that Section 54 of the Malaysian Aviation Commission Act 2015⁽¹⁾ is not infringed if the Proposed AAAGL Disposal is carried into effect;</p> <p><i>Note:-</i> ⁽¹⁾ Section 54(1) of the Malaysian Aviation Commission Act 2015 provides that mergers that have resulted, or may be expected to result, in a substantial lessening of competition in any aviation service market are prohibited.</p>	<p>Either:</p> <p>(A) (1) Agreement between our Company and AAX after consultation with MAVCOM or CAAM or any successor thereof (as the case may be), or (2) confirmation or concurrence of MAVCOM or CAAM or any successor thereof (as the case may be), that Section 54(1) of the MAVCOM Act or Section 36T(1) of the CAAM Act (as the case may be)⁽¹⁾ is not applicable to the Proposed AAAGL Disposal; or</p> <p>(B) A decision issued by MAVCOM or CAAM or any successor thereof (as the case may be) that Section 54(1) of the MAVCOM Act or Section 36T(1) of the CAAM Act (as the case may be)⁽¹⁾ is not infringed if the Proposed AAAGL Disposal is carried into effect;</p> <p><i>Note:-</i> ⁽¹⁾ Section 54(1) of the MAVCOM Act and/or Section 36T(1) of the CAAM Act (as the case may be) provides that mergers that have resulted, or may be expected to result, in a substantial lessening of competition in any aviation service market are prohibited.</p>
3.1(viii)	the approval of the shareholders of AAX being obtained at an extraordinary general meeting to be convened for the AAX Proposed Internal Reorganisation and Proposed AAAGL Disposal;	the approval of the shareholders of AAX being obtained at an extraordinary general meeting to be convened for the Proposed AAAGL Disposal;
3.1(ix)	the approval of the shareholders of AAX being obtained at a court convened meeting for the AAX Proposed Internal Reorganisation;	Item 3.1(ix) shall be removed in its entirety.
3.1(x)	the approval / consent of the governmental entity, financiers / lenders or any third party, as may be necessary, being obtained by (where applicable) AAG, AAX or any of their subsidiaries for the AAX Proposed Internal Reorganisation and the Proposed AAAGL Disposal as set out below:-	the approval / consent of the governmental entity, financiers / lenders or any third party, as may be necessary, being obtained by (where applicable) AAX or any of its subsidiaries for the Proposed AAAGL Disposal as set out below:-
3.1(x)(a)	MAVCOM with regards to the proposed change in shareholding of AAX;	Item 3.1(x)(a) shall be removed in its entirety.

Item	Salient terms of the AAAGL SSPA	Salient terms of the AAAGL SSPA as amended and varied by the AAAGL Supplemental SSPA
3.1(x)(b)	MAVCOM's decision that Section 54 of the Malaysian Aviation Commission Act 2015 is not infringed if the Proposed AAAGL Disposal is carried into effect;	<p>Either:</p> <p>(A) (1) Agreement between our Company and AAX after consultation with MAVCOM or CAAM or any successor thereof (as the case may be), or (2) confirmation or concurrence of MAVCOM or CAAM or any successor thereof (as the case may be), that Section 54(1) of the MAVCOM Act or Section 36T(1) of the CAAM Act (as the case may be) is not applicable to the Proposed AAAGL Disposal; or</p> <p>(B) A decision issued by MAVCOM or CAAM or any successor thereof (as the case may be) that Section 54(1) of the MAVCOM Act or Section 36T(1) of the CAAM Act (as the case may be) is not infringed if the Proposed AAAGL Disposal is carried into effect;</p>
3.1(x)(d)	Securities Commission Malaysia's concurrence or clearance that the Proposed AAAGL Disposal would not result in a significant change in the business direction or policy of AAG or AAX;	Item 3.1(x)(d) shall be removed in its entirety.
3.1(x)(e)	Bursa Securities for (1) the assumption of AAX's listing status by AAG, the admission of AAG to, and the withdrawal of AAX from, the Official List of Bursa Securities and the listing and quotation of the entire enlarged issued share capital of AAG on the Main Market of Bursa Securities, (2) the listing and quotation of the Consideration Shares on the Main Market of Bursa Securities and (3) the listing and quotation of new AAG shares issued pursuant to AAG's Proposed Pre-Completion Private Placement Exercise (as defined below) on the Main Market of Bursa Securities;	Bursa Securities for (1) the listing and quotation of the Consideration Shares on the Main Market of Bursa Securities and (2) the listing and quotation of new AAX shares issued pursuant to AAX's Proposed Pre-Completion Private Placement Exercise (as defined below) on the Main Market of Bursa Securities;
3.1(x)(f)	third parties in respect of certain lease and operational agreements entered into by the AAX Group; and	Item 3.1(x)(f) shall be removed in its entirety.
3.1(xi)	the sanction of the High Court of Malaya being obtained for the AAX Proposed Internal Reorganisation; and	Item 3.1(xi) shall be removed in its entirety.

Item	Salient terms of the AAAGL SSPA	Salient terms of the AAAGL SSPA as amended and varied by the AAAGL Supplemental SSPA
3.1 Definition of "AAAGL Cut-Off Date"	<p>"AAAGL Cut-Off Date" means –</p> <p>(i) 6 months after the date of the AAAGL SSPA for the AAAGL Conditions Precedent (save for the AAAGL Condition Precedent referred to in paragraph 3.1(vii) of Appendix V in the Announcement); and</p> <p>(ii) for the AAAGL Condition Precedent referred to in paragraph 3.1(vii) of Appendix V in the Announcement, 30 days after the date of the AAAGL SSPA with an automatic extension for a further period of 30 days in the event any of the other AAAGL Conditions Precedent have not been fulfilled or obtained by the expiry date of the initial 30 days due diligence period,</p> <p>or such other date as mutually agreed between the Company and AAG in writing.</p>	<p>"AAAGL Cut-Off Date" means –</p> <p>(i) 6 months after the date of the AAAGL SSPA for the AAAGL Conditions Precedent (save for the AAAGL Condition Precedent referred to in paragraph 3.1(vii) of Appendix V in the Announcement); and</p> <p>(ii) for the AAAGL Condition Precedent referred to in paragraph 3.1(vii) of Appendix V in the Announcement, 60 days after the date of the AAAGL SSPA with an automatic extension for a further period of 60 days,</p> <p>or such other date as mutually agreed between the Company and AAX in writing.</p>
3.3	<p>Between the date of the AAAGL SSPA and the AAAGL Completion Date, except for (a) the Proposed AAAGL Disposal, (b) the AAX Proposed Internal Reorganisation, (c) the issuance of free warrants on the basis of one (1) warrant for every two (2) AAG Shares to be undertaken prior to AAAGL Completion, (d) the Proposed Pre-Completion Private Placement Exercise and (e) the Proposed Post-Completion Options, AAG agrees, and shall procure AAX to agree, that unless the prior written approval of the Company has been obtained, it shall not seek and/or obtain its respective shareholders' approval for AAG and/or AAX to undertake any corporate exercise or approve any proposed amendment(s) to any existing corporate exercise(s) which has the effect of increasing or enlarging the number of shares of AAG and/or AAX (as the case may be), including, without limitation, any issue of shares or other securities convertible into shares or securities with rights to acquire or subscribe for shares or other securities in consideration or part consideration for or in connection with the acquisition of any securities, assets or business, failing which, AAG may terminate the AAAGL SSPA (other than the surviving provisions as stipulated in the AAAGL SSPA) at any time prior to AAAGL Completion with the Company's interest in the AAAGL Equity Interest intact.</p>	<p>Between the date of the AAAGL SSPA and the AAAGL Completion Date, except for (a) the Proposed AAAGL Disposal, (b) the issuance of free warrants on the basis of one (1) warrant for every two (2) AAX Shares to be undertaken prior to AAAGL Completion, (c) the Proposed Pre-Completion Private Placement Exercise and (d) the Proposed Post-Completion Options, AAX agrees that unless the prior written approval of the Company has been obtained, it shall not seek and/or obtain its shareholders' approval for AAX to undertake any corporate exercise or approve any proposed amendment(s) to any existing corporate exercise(s) which has the effect of increasing or enlarging the number of shares of AAX including, without limitation, any issue of shares or other securities convertible into shares or securities with rights to acquire or subscribe for shares or other securities in consideration or part consideration for or in connection with the acquisition of any securities, assets or business, failing which, the Company may terminate the AAAGL SSPA (other than the surviving provisions as stipulated in the AAAGL SSPA) at any time prior to AAAGL Completion with the Company's interest in the AAAGL Equity Interest intact.</p>

Item	Salient terms of the AAAGL SSPA	Salient terms of the AAAGL SSPA as amended and varied by the AAAGL Supplemental SSPA
3.3 (cont'd)	<p>“Proposed Post-Completion Options” means any grant by AAX and/or AAG to third parties of option(s) to subscribe for AAG Shares, comprising of up to 15% of the enlarged issued share capital of AAG as at the AAAGL Completion Date (excluding treasury shares, if any) via three (3) equal subscription options capped at 5% each (“Options”), PROVIDED THAT, the terms of such Options are as follows:-</p> <p>(i) the Options granted may be individually accepted in full or in part at any point of time within twenty-four (24) months from the AAAGL Completion Date (being the date of grant of the Options);</p> <p>(ii) upon acceptance of an Option, the Options may be exercised at any point of time during a period of forty-eight (48) months from the date of grant of the Options (“Option Period”); and</p> <p>(iii) the exercise price of such Options shall be based on the market value of the AAG Shares, at the point of acceptance of the Options by such third parties during the Option Period.</p>	<p>“Proposed Post-Completion Options” means any grant by AAX to third parties of option(s) to subscribe for AAX Shares, comprising of up to 12% of the enlarged issued share capital of AAX as at the AAAGL Completion Date (excluding treasury shares, if any) via three (3) equal subscription options capped at 4% each (“Options”), PROVIDED THAT, the terms of such Options are as follows:-</p> <p>(i) the Options granted may be individually accepted in full or in part at any point of time within twenty-four (24) months from the AAAGL Completion Date (being the date of grant of the Options);</p> <p>(ii) upon acceptance of an Option, the Options may be exercised at any point of time during a period of forty-eight (48) months from the date of grant of the Options (“Option Period”); and</p> <p>(iii) the exercise price of such Options shall be based on the market value of the AAX Shares, at the point of acceptance of the Options by such third parties during the Option Period.</p> <p>Please refer to note (#) below.</p>
6	-	<p>The following new paragraph is to be inserted immediately after paragraph 6(v):</p> <p>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.</p>

Note:

For information purposes, AAX had on 26 July 2024 announced that upon further deliberation between AAX and Garynma, both parties had on 26 July 2024 executed a conditional subscription option agreement for the AAX Proposed Post-Completion Options to reduce the Options, from 15% in aggregate to 12% of the total enlarged issued shares in AAX to be granted immediately after the completion of the Proposed Disposals (excluding treasury shares, if any) via 3 AAX Subscription Options of 4% each.

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

3. AAB Supplemental SSPA

Capital A and AAG agree that, with effect from 26 July 2024:

- (a) AAG novates the whole of its rights, benefits, entitlements, duties, obligations and liabilities under the AAB SSPA to and in favour of AAG so that:
- (i) AAX replaces AAG as a party to and under the AAB SSPA as if it were an original party to the AAB SSPA in place of AAG; and
 - (ii) any reference in the AAB SSPA to AAG will be read as a reference to AAX, where the context permits; and
- (b) the consideration for the novation shall be the assumption by AAX of the rights, benefits, entitlements, duties, obligations and liabilities of AAG under the AAB SSPA and the release of the rights, benefits, entitlements, duties, obligations and liabilities of AAG, on and subject to the terms of the AAB Supplemental SSPA.

The key amendments and variations to the salient terms of the AAB SSPA as detailed in Appendix VI of the Announcement are set out as follows (“**AAB Variation**”):

Item	Salient terms of the AAB SSPA	Salient terms of the AAB SSPA as amended and varied by the AAB Supplemental SSPA
All	-	All references to AAG in the salient terms of the AAB SSPA are to be replaced with references to AAX.
3.1(iii)(b)	MAVCOM's decision that Section 54 of the Malaysian Aviation Commission Act 2015 is not infringed if the Proposed AAB Disposal is carried into effect;	Either: (A) (1) Agreement between our Company and AAX after consultation with MAVCOM or CAAM or any successor thereof (as the case may be), or (2) confirmation or concurrence of MAVCOM or CAAM or any successor thereof (as the case may be), that Section 54(1) of the MAVCOM Act or Section 36T(1) of the CAAM Act (as the case may be) is not applicable to the Proposed AAB Disposal; or (B) A decision issued by MAVCOM or CAAM or any successor thereof (as the case may be) that Section 54(1) of the MAVCOM Act or Section 36T(1) of the CAAM Act (as the case may be) is not infringed if the Proposed AAB Disposal is carried into effect;
3.1(vii)	the approval of the shareholders of AAX being obtained at an extraordinary general meeting to be convened for the AAX Proposed Internal Reorganisation and Proposed AAB Disposal;	the approval of the shareholders of AAX being obtained at an extraordinary general meeting to be convened for the Proposed AAB Disposal;

Item	Salient terms of the AAB SSPA	Salient terms of the AAB SSPA as amended and varied by the AAB Supplemental SSPA
3.1(viii)	the approval of the shareholders of AAX being obtained at a court convened meeting for the AAX Proposed Internal Reorganisation;	Item 3.1(viii) shall be removed in its entirety.
3.1(ix)	the approval / consent of the governmental entity, financiers / lenders or any third party, as may be necessary, being obtained by (where applicable) AAG, AAX or any of their subsidiaries for the AAX Proposed Internal Reorganisation and the Proposed AAB Disposal as set out below:-	the approval / consent of the governmental entity, financiers / lenders or any third party, as may be necessary, being obtained by (where applicable) AAX or any of its subsidiaries for the Proposed AAB Disposal as set out below:-
3.1(ix)(a)	MAVCOM with regards to the proposed change in shareholding of AAX;	Item 3.1(ix)(a) shall be removed in its entirety.
3.1(ix)(b)	MAVCOM's decision that Section 54 of the Malaysian Aviation Commission Act 2015 is not infringed if the Proposed AAB Disposal is carried into effect;	<p>Either:</p> <p>(A) (1) Agreement between our Company and AAX after consultation with MAVCOM or CAAM or any successor thereof (as the case may be), or (2) confirmation or concurrence of MAVCOM or CAAM or any successor thereof (as the case may be), that Section 54(1) of the MAVCOM Act or Section 36T(1) of the CAAM Act (as the case may be) is not applicable to the Proposed AAB Disposal; or</p> <p>(B) A decision issued by MAVCOM or CAAM or any successor thereof (as the case may be) that Section 54(1) of the MAVCOM Act or Section 36T(1) of the CAAM Act (as the case may be) is not infringed if the Proposed AAB Disposal is carried into effect;</p>
3.1(ix)(c)	Securities Commission Malaysia's concurrence or clearance that the Proposed AAB Disposal would not result in a significant change in the business direction or policy of AAG or AAX;	Item 3.1(ix)(c) shall be removed in its entirety.
3.1(ix)(d)	Bursa Securities for (1) the assumption of AAX's listing status by AAG, the admission of AAG to, and the withdrawal of AAX from, the Official List of Bursa Securities and the listing and quotation of the entire enlarged issued share capital of AAG on the Main Market of Bursa Securities and (2) the listing and quotation of new AAG shares issued pursuant to AAG's Proposed Pre-Completion Private Placement Exercise on the Main Market of Bursa Securities;	Bursa Securities for the listing and quotation of new AAX shares issued pursuant to AAX's Proposed Pre-Completion Private Placement Exercise on the Main Market of Bursa Securities;
3.1(ix)(e)	third parties in respect of certain lease and operational agreements entered into by the AAX Group; and	Item 3.1(ix)(e) shall be removed in its entirety.

Item	Salient terms of the AAB SSPA	Salient terms of the AAB SSPA as amended and varied by the AAB Supplemental SSPA
3.1(x)	the sanction of the High Court of Malaya being obtained for the AAX Proposed Internal Reorganisation; and	Item 3.1(xi) shall be removed in its entirety.
3.1 Definition of "AAB Cut-Off Date"	<p>"AAB Cut-Off Date" means –</p> <p>(i) 6 months after the date of the AAB SSPA for the AAB Conditions Precedent (save for the AAB Condition Precedent referred to in paragraph 3.1(vi) of Appendix VI in the Announcement); and</p> <p>(ii) for the AAB Condition Precedent referred to in paragraph 3.1(vi) of Appendix VI in the Announcement, 30 days after the date of the AAB SSPA with an automatic extension for a further period of 30 days in the event any of the other AAB Conditions Precedent have not been fulfilled or obtained by the expiry date of the initial 30 days due diligence period,</p> <p>or such other date as mutually agreed between the Company and AAG in writing.</p>	<p>"AAB Cut-Off Date" means –</p> <p>(i) 6 months after the date of the AAB SSPA for the AAB Conditions Precedent (save for the AAB Condition Precedent referred to in paragraph 3.1(vi) of Appendix VI in the Announcement); and</p> <p>(ii) for the AAB Condition Precedent referred to in paragraph 3.1(vi) of Appendix VI in the Announcement, 60 days after the date of the AAB SSPA with an automatic extension for a further period of 60 days,</p> <p>or such other date as mutually agreed between the Company and AAX in writing.</p>
3.3	<p>Between the date of the AAB SSPA and the AAB Completion Date, except for (a) the Proposed AAAGL Disposal, (b) the AAX Proposed Internal Reorganisation, (c) the issuance of free warrants on the basis of one (1) warrant for every two (2) AAG Shares to be undertaken prior to AAB Completion, (d) the Proposed Pre-Completion Private Placement Exercise and (e) the Proposed Post-Completion Options, AAG agrees, and shall procure AAX to agree, that unless the prior written approval of the Company has been obtained, it shall not seek and/or obtain its respective shareholders' approval for AAG and/or AAX to undertake any corporate exercise or approve any proposed amendment(s) to any existing corporate exercise(s) which has the effect of increasing or enlarging the number of shares of AAG and/or AAX (as the case may be), including, without limitation, any issue of shares or other securities convertible into shares or securities with rights to acquire or subscribe for shares or other securities in consideration or part consideration for or in connection with the acquisition of any securities, assets or business, failing which, AAG may terminate the AAB SSPA (other than the surviving provisions as stipulated in the AAB SSPA) at any time prior to AAB Completion with the Company's interest in the AAB Equity Interest intact.</p>	<p>Between the date of the AAB SSPA and the AAB Completion Date, except for (a) the Proposed AAAGL Disposal, (b) the issuance of free warrants on the basis of one (1) warrant for every two (2) AAX Shares to be undertaken prior to AAB Completion, (c) the Proposed Pre-Completion Private Placement Exercise and (d) the Proposed Post-Completion Options, AAX agrees that unless the prior written approval of the Company has been obtained, it shall not seek and/or obtain its shareholders' approval for AAX to undertake any corporate exercise or approve any proposed amendment(s) to any existing corporate exercise(s) which has the effect of increasing or enlarging the number of shares of AAX including, without limitation, any issue of shares or other securities convertible into shares or securities with rights to acquire or subscribe for shares or other securities in consideration or part consideration for or in connection with the acquisition of any securities, assets or business, failing which, the Company may terminate the AAB SSPA (other than the surviving provisions as stipulated in the AAB SSPA) at any time prior to AAB Completion with the Company's interest in the AAB Equity Interest intact.</p> <p>Please refer to note (#) in Section 2 of this announcement.</p>

Item	Salient terms of the AAB SSPA	Salient terms of the AAB SSPA as amended and varied by the AAB Supplemental SSPA
3.3 (cont'd)		<p>“Proposed Post-Completion Options” means any grant by AAX to third parties of option(s) to subscribe for AAX Shares, comprising of up to 12% of the enlarged issued share capital of AAX as at the AAB Completion Date (excluding treasury shares, if any) via three (3) equal subscription options capped at 4% each (“Options”), PROVIDED THAT, the terms of such Options are as follows:-</p> <ul style="list-style-type: none"> (i) the Options granted may be individually accepted in full or in part at any point of time within twenty-four (24) months from the AAB Completion Date (being the date of grant of the Options); (ii) upon acceptance of an Option, the Options may be exercised at any point of time during a period of forty-eight (48) months from the date of grant of the Options (“Option Period”); and (iii) the exercise price of such Options shall be based on the market value of the AAX Shares, at the point of acceptance of the Options by such third parties during the Option Period. <p>Please refer to note (#) in Section 2 of this announcement.</p>
6	-	<p>The following new paragraph is to be inserted immediately after paragraph 6(v):</p> <p>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.</p>

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

4. EFFECTS

The AAAGL Variation and AAB 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.

5. DOCUMENTS FOR INSPECTION

Copies of the AAAGL Supplemental SSPA and AAB 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 26 July 2024.