



## **CAPITAL A BERHAD**

(Registration No. 201701030323 (1244493-V))  
(Incorporated in Malaysia)

### **NOTICE OF MEETING OF HOLDERS OF THE 7-YEAR REDEEMABLE CONVERTIBLE UNSECURED ISLAMIC DEBT SECURITIES 2021/2028 IN CAPITAL A BERHAD ("RCUIDS")**

This notice of the RCUIDS holders' meeting dated 17 October 2025 ("**Notice**") is issued to RCUIDS holders of Capital A Berhad ("**Capital A**" or the "**Company**") ("**RCUIDS Holders**") pursuant to the Second Schedule of the trust deed dated 18 November 2021, as supplemented by the supplemental trust deed dated 5 November 2024 ("**Trust Deed**"). Terms whenever appear herein shall, unless the context otherwise requires, have the same meaning as in the Trust Deed and the Notice, wherever and whichever applicable.

**NOTICE IS HEREBY GIVEN** that a meeting of the RCUIDS Holders will be held at The Zenith, Connexion Conference & Event Centre (The Vertical) Level M1, The Vertical, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur on Monday, 10 November 2025 at 10.00 a.m., or at any adjournment thereof, for the purpose of considering and, if thought fit, passing with or without modifications, the following resolution:

#### **SPECIAL RESOLUTION**

#### **PROPOSED VARIATION TO THE REDEMPTION SCHEDULE AND EARLY REDEMPTION RIGHT OF THE RCUIDS AND THE PROPOSED AMENDMENT TO THE TRUST DEED RELATING THERETO ("PROPOSED VARIATION")**

**"THAT** approval be and is hereby given to the Company and Malaysian Trustees Berhad (acting as the Trustee for and on behalf of the RCUIDS Holders) to execute a second supplemental trust deed to give effect to (i) the proposed variation to the redemption schedule of the RCUIDS in Clause 9.1 and Condition 8.1 of Part III of First Schedule of the Trust Deed, as set out in Section 2.1 of the Notice and (ii) the proposed variation to the early redemption right of the RCUIDS in Clause 9.2 and Condition 8.2 of Part III of First Schedule of the Trust Deed, as set out in Section 2.2 of the Notice, and (iii) all consequential amendment to the Trust Deed to give effect to the Proposed Variation.

**AND THAT** the Company and the Trustee be and is hereby empowered and authorised to do all acts, deeds and things and to take all such steps and to execute, sign and deliver all such documents and/or arrangements, including but not limited to a second supplemental trust deed, as may be necessary or expedient in order to implement, finalise, give effect to the Proposed Variation and this Special Resolution, with full powers to assent to any waiver of any condition or breaches, modification, variation and/or amendment in any manner to give effect to the Proposed Variation and this Special Resolution, PROVIDED THAT the Trustee shall not be liable or held responsible to the RCUIDS Holders for any acts or omissions in order to give effect to the power and authority conferred on the Trustee in this Special Resolution, and PROVIDED THAT in so acting or omitting to act, the Trustee has not acted fraudulently, in gross negligence or in willful default, and the RCUIDS Holders shall fully indemnify and keep indemnified the Trustee and save the Trustee harmless from and against all proceedings, claims and demands to which the Trustee may thereby become liable and all costs, charges, expenses, losses and damages which may thereby be incurred or suffered by the Trustee."

## BY ORDER OF THE BOARD

**TEO SOH FUNG (SSM PC NO. 202008001818) (MAICSA 7046614)**  
Company Secretary

Kuala Lumpur  
17 October 2025

### Notes:

- (i) *A RCUIDS Holder entitled to attend and vote at the meeting of the RCUIDS Holders is entitled to appoint a proxy to attend and vote on his behalf. A proxy may but need not be a RCUIDS Holder and a RCUIDS Holder may appoint any person to be his proxy without limitation save that the proxy must be of full age.*
- (ii) *Where a RCUIDS Holder is an authorised nominee as defined under the Central Depositories Act, it may appoint one (1) proxy in respect of each securities account it holds with RCUIDS of the Company standing to the credit of the said securities account.*
- (iii) *Where a RCUIDS Holder of the Company is an exempt authorised nominee which holds RCUIDS in the Company for multiple beneficial owners in one (1) securities account ("**Omnibus Account**"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each Omnibus Account it holds.*
- (iv) *The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under its common seal, or the hand of its officer or its duly authorised attorney.*
- (v) *The appointment of a proxy may be made in a hard copy form or by electronic means in the following manner and must be received by our Company not less than forty-eight (48) hours before the time appointed for holding the RCUIDS Holders' meeting or adjourned meeting:*
  - (a) *In hard copy form*  
*In the case of an appointment made in hard copy, the original Form of Proxy must be duly executed and deposited at the business address of Malaysian Trustees Berhad at Level 11, Tower 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur. **Faxed, photocopied and electronic scanned copies of the duly executed Form of Proxy are not acceptable.***
  - (b) *By electronic forms*  
*In the case of an appointment made via electronic means, the Form of Proxy can be electronically lodged via Vistra Share Registry and IPO (MY) portal ("**The Portal**") at <https://srmv.vistra.com>. Please refer to the Administrative Note for further information on submission via The Portal.*
- (vi) *In respect of deposited securities, only RCUIDS Holders whose names appear in the Record of Depositors on 3 November 2025 shall be eligible to attend and vote at the RCUIDS Holders' Meeting.*
- (vii) *Pursuant to Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, all resolution(s) at the RCUIDS Holders' Meeting shall be put to vote by way of poll.*

### Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the RCUIDS Holders' Meeting and/or any adjournment thereof, a RCUIDS Holder (i) consents to the collection, use and disclosure of the RCUIDS Holder's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the RCUIDS Holders' Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the RCUIDS Holders' Meeting (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the RCUIDS Holder discloses the personal data of the RCUIDS Holder's proxy(ies) and/or representative(s) to the Company (or its agents), the RCUIDS Holder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the RCUIDS Holder will fully and wholly indemnify the Company on full indemnity basis (whether demanded or not) in respect of any penalty, liability, claim, demand, loss and damage as a result of the RCUIDS Holder's breach of warranty.