



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 20 September 2024 (“**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 (“**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 conducted on a virtual manner through live streaming from the broadcast venue at RedQ, Jalan Pekeliling 5, Lapangan Terbang Antarabangsa Kuala Lumpur, 64000 KLIA, Selangor Darul Ehsan, Malaysia (“**Boardcast Venue**”) and online remote voting using the Remote Participation and Voting facilities provided by Tricor Investor & Issuing House Services Sdn Bhd via TIIH Online website at <https://tiih.online> on Monday, 14 October 2024 at 2.00 p.m., or at any adjournment thereof, for the purpose of considering and, if thought fit, passing with or without modifications, the following resolutions:

SPECIAL RESOLUTION 1

PROPOSED DISPOSAL BY THE COMPANY OF ITS ENTIRE 100% EQUITY INTEREST IN AIRASIA AVIATION GROUP LIMITED (“AAAGL”) TO AIRASIA X BERHAD (“AAX”) FOR A DISPOSAL CONSIDERATION OF RM3,000.0 MILLION TO BE SATISFIED ENTIRELY VIA THE ALLOTMENT AND ISSUANCE OF 2,307,692,307 NEW ORDINARY SHARES IN AAX AT AN ISSUE PRICE OF RM1.30 EACH (“PROPOSED AAAGL DISPOSAL”)

“**THAT** subject to the approvals of all relevant authorities and/or parties being obtained (if required) and the conditions precedent in the conditional share sale and purchase agreement dated 25 April 2024 entered into between the Company and AirAsia Group Berhad (formerly known as AirAsia Aviation Group Sdn. Bhd.) (“**AAG**”) pertaining to the Proposed AAAGL Disposal, as supplemented by the supplemental agreement dated 26 July 2024 between the Company, AAG and AAX, and the second supplemental agreement dated 4 September 2024 between the Company and AAX, and includes any amendments, variations and/or supplementals thereto from time to time (“**AAAGL SSPA**”) being fulfilled and/or waived (as the case may be), approval be and is hereby given to the Company to dispose of its entire 100% equity interest in AAAGL (including any forms of capital contribution and any unissued capital) to AAX for a disposal consideration of RM3,000,000,000 upon the terms and conditions contained in the AAAGL SSPA.

AND THAT Malaysian Trustees Berhad (as trustee of the RCUIDS Holders) (“**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, deliver and cause to be delivered on behalf of the RCUIDS Holders, all such documents and/or arrangements, including but not limited to a supplemental Trust Deed, as may be necessary or expedient in order to implement, finalise, give effect to the Proposed AAAGL Disposal 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 AAAGL Disposal 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 the resolutions herein, and PROVIDED THAT in so acting or omitting to act, the Trustee have 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.”

SPECIAL RESOLUTION 2

PROPOSED DISPOSAL BY THE COMPANY OF ITS ENTIRE 100% EQUITY INTEREST IN AIRASIA BERHAD (“AAB”) TO AAX FOR A DISPOSAL CONSIDERATION OF RM3,800.0 MILLION TO BE SATISFIED ENTIRELY VIA THE ASSUMPTION BY AAX OF AN AMOUNT OF RM3,800.0 MILLION OWING BY THE COMPANY TO AAB (“PROPOSED AAB DISPOSAL”)

“**THAT** subject to the approvals of all relevant authorities and/or parties being obtained (if required) and the conditions precedent in the conditional share sale and purchase agreement dated 25 April 2024 entered into between the Company and AAG pertaining to the Proposed AAB Disposal, as supplemented by the supplemental agreement dated 26 July 2024 between the Company, AAG and AAX, and the supplemental agreement dated 4 September 2024 between the Company and AAX, and includes any amendments, variations and/or supplementals thereto from time to time (“**AAB SSPA**”) being fulfilled and/or waived (as the case may be), approval be and is hereby given to the Company to dispose of its entire 100% equity interest in AAB (including any forms of capital contribution and any unissued capital) to AAX for a disposal consideration of RM3,800,000,000 upon the terms and conditions contained in the AAB SSPA.

AND THAT 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, deliver and cause to be delivered on behalf of the RCUIDS Holders, all such documents and/or arrangements, including but not limited to a supplemental Trust Deed, as may be necessary or expedient in order to implement, finalise, give effect to the Proposed AAB Disposal 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 AAB Disposal 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 the resolutions herein, and PROVIDED THAT in so acting or omitting to act, the Trustee have 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.”

SPECIAL RESOLUTION 3

PROPOSED DISTRIBUTION OF 1,692,307,692 NEW ORDINARY SHARES IN AAX (“AAX SHARES”) ARISING FROM THE PROPOSED AAAGL DISPOSAL (“DISTRIBUTION SHARES”) TO THE ENTITLED SHAREHOLDERS OF THE COMPANY BASED ON THEIR RESPECTIVE SHAREHOLDINGS IN THE COMPANY ON A PRO-RATA BASIS, ON AN ENTITLEMENT DATE TO BE DETERMINED BY THE BOARD OF DIRECTORS OF THE COMPANY (“BOARD”) AND ANNOUNCED LATER BY THE COMPANY (“ENTITLEMENT DATE”), ON WHICH THE NAMES OF ITS SHAREHOLDERS MUST APPEAR IN THE COMPANY’S RECORD OF DEPOSITORS AS AT 5:00 P.M. ON THAT DATE IN ORDER TO BE ENTITLED TO THE PROPOSED DISTRIBUTION BY WAY OF A PROPOSED REDUCTION AND REPAYMENT OF THE COMPANY’S ISSUED SHARE CAPITAL PURSUANT TO SECTION 116 OF THE COMPANIES ACT 2016 (“ACT”) (“PROPOSED DISTRIBUTION”)

“**THAT** subject to the passing of Special Resolution 1 above, the confirmation of the High Court of Malaya pursuant to Section 116 of the Act, and approvals of all relevant authorities and/or parties being obtained (if required), approval be and is hereby given to the Company to carry out the following:

- (i) the reduction of the issued share capital of the Company from RM8,769,410,847 comprising of to RM6,535,564,694 via the cancellation of a sum of RM2,233,846,153 or such sum to be decided by the Board, subject to the prevailing market price of AAX Shares (1) immediately

prior to the application to the High Court of Malaya; and (2) on the Entitlement Date, from the issued share capital of the Company in accordance with Section 116 of the Act; and

- (ii) upon such reduction taking effect, the entire credit arising from the reduction of RM2,233,846,153 or such sum to be decided by the Board, subject to the prevailing market price of AAX Shares (1) immediately prior to the application to the High Court of Malaya; and (2) on the Entitlement Date, in the issued share capital of the Company shall be applied in distributing 1,692,307,692 Distribution Shares to all entitled shareholders of the Company on a pro-rata basis, whose names appear in the Record of Depositors of the Company on the Entitlement Date.

THAT any fractional entitlements that may arise under the Proposed Distribution shall be disregarded and dealt with in such manner or terms as the Board shall in its absolute discretion deems fit and expedient, and in the best interest of the Company;

AND THAT 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, deliver and cause to be delivered on behalf of the RCUIDS Holders, all such documents and/or arrangements, including but not limited to a supplemental Trust Deed, as may be necessary or expedient in order to implement, finalise, give effect to the Proposed Distribution 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 Distribution 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 the resolutions herein, and PROVIDED THAT in so acting or omitting to act, the Trustee have 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.”

SPECIAL RESOLUTION 4

PROPOSED AMENDMENT TO THE TRUST DEED DATED 18 NOVEMBER 2021 – PROPOSED DELETION OF PARAGRAPH (D) OF CLAUSE 12.2 (“PROPOSED AMENDMENT”)

“**THAT** approval is hereby given to the proposed deletion of paragraph (d) of Clause 12 from the Trust Deed dated 18 November 2021 (“**Trust Deed**”) executed between the Company and the Trustee, with effect from the date of the Trust Deed.

AND THAT 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, deliver and cause to be delivered on behalf of the RCUIDS Holders, all such documents and/or arrangements, including but not limited to a supplemental Trust Deed, as may be necessary or expedient in order to implement, finalise, give effect to the Proposed Amendment 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 Amendment 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 the resolutions herein, and PROVIDED THAT in so acting or omitting to act, the Trustee have 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

CYNTHIA GLORIA LOUIS (SSM PC NO. 201908003061) (MAICSA 7008306)

CHEW MEI LING (SSM PC NO. 201908003178) (MAICSA 7019175)

Company Secretaries

Selangor Darul Ehsan, Malaysia

20 September 2024

Notes:

1. *The Company will conduct the RCUIDS Holders Meeting entirely via Remote Participation and Voting facilities. Kindly refer to the Administrative Note for the RCUIDS Holders Meeting for more information.*
2. *The Broadcast Venue is strictly for the purpose of complying with Section 327(2) of the Act which requires the Chairman of the Meeting to be present at the main venue of the RCUIDS Holders Meeting. No RCUIDS Holders or proxies shall be physically present at the Broadcast Venue on the day of the RCUIDS Holders Meeting.*
3. *As the RCUIDS Holders Meeting will be conducted via a virtual meeting, a RCUIDS Holder who is not able to participate in the RCUIDS Holders Meeting may appoint the Chairman of the Meeting as his/her proxy and indicate the voting instruction in the Form of Proxy.*
4. *In respect of deposited securities, only RCUIDS Holders whose names appear in the Record of Depositors on 4 October 2024 shall be eligible to attend the RCUIDS Holders Meeting.*
5. *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.*
6. *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.*
7. *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.*
8. *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.*
9. *The appointment of a proxy may be made in a hard copy form and must be deposited at the business address of Malaysian Trustees Berhad at Level 11, Tower 3, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur or electronically lodged with the poll administrator via TIIH Online website at <https://tiih.online> not less than forty-eight (48) hours before the time appointed for holding the RCUIDS Holders Meeting or any adjournment at which the person named in the appointment proposes to vote. Please refer to the Administrative Note for the RCUIDS Holders Meeting on the procedures for lodgement of the Form of Proxy.*
10. *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.