AIRASIA X BERHAD ("AAX" OR THE "COMPANY")

- (I) PROPOSED INTERNAL REORGANISATION;
- (II) PROPOSED ISSUANCE OF FREE WARRANTS:
- (III) PROPOSED PRIVATE PLACEMENT;
- (IV) PROPOSED AAAGL ACQUISITION;
- (V) PROPOSED AAB ACQUISITION; AND
- (VI) PROPOSED SHARE CAPITAL REDUCTION

(COLLECTIVELY REFERRED TO AS THE "PROPOSALS")

(VII) PROPOSED GRANTING OF SUBSCRIPTION OPTIONS

(For consistency, the abbreviations used throughout this announcement shall have the same meanings as defined in the announcement dated 25 April 2024 in relation to the Proposals and Proposed Granting of Subscription Options, where applicable, unless stated otherwise or defined herein.)

1. INTRODUCTION

Reference is made to the Company's announcement dated 25 April 2024 in relation to the Proposals and Proposed Granting of Subscription Options ("Announcement").

In order to expedite the implementation and completion of the Proposals, on behalf of the Board, Interpac wishes to announce that the Board had on 26 July 2024 decided to abort the Proposed Internal Reorganisation and to undertake the Proposals (excluding the Proposed Internal Reorganisation) and Proposed Granting of Subscription Options under AAX instead of AirAsia Group Berhad (formerly known as AirAsia Aviation Group Sdn Bhd) ("NewCo") as initially proposed in the Announcement.

This decision was arrived at after weighing potential benefits of the Proposed Internal Reorganisation against time required for the implementation of the Proposed Internal Reorganisation and more critically, the importance of an expedient completion of the Proposed Acquisitions to the AAX Group. Accordingly, the Company and the NewCo had on 26 July 2024 mutually terminated the Internal Reorganisation Agreement.

In addition, on 26 July 2024, the Company, NewCo and Capital A had entered into a supplemental agreement to the AAAGL SSPA ("AAAGL Supplemental SSPA") and a supplemental agreement to the AAB SSPA ("AAB Supplemental SSPA") (collectively, "Supplemental Agreements"). Pursuant to the Supplemental Agreements, the Company has assumed the rights, benefits, titles, interests, obligations and liabilities of the NewCo to the AAAGL SSPA and AAB SSPA as the purchaser in respect of the Proposed AAAGL Acquisition and Proposed AAB Acquisition respectively.

The details of the Supplemental Agreements are set out in the ensuing sections of this announcement.

In respect of the Proposed Granting of Subscription Options, upon further deliberation between the Company and the Subscriber, both parties have agreed to reduce the Subscription Options from 15% in aggregate as initially announced in the Announcement to 12% of the total enlarged issued shares in AAX immediately after the completion of the Proposed Acquisitions (excluding treasury shares, if any) via 3 Subscription Options of 4% each. The other terms of the Proposed Granting of Subscription Options remain unchanged. Following thereto, the Company and the Subscriber have today executed a conditional subscription option agreement for the Proposed Granting of Subscription Options.

2. AAAGL SUPPLEMENTAL SSPA

Pursuant to the AAAGL Supplemental SSPA, the Company, NewCo and Capital A have agreed that, with effect from 26 July 2024:-

- (a) the NewCo novates the whole of its rights, benefits, entitlements, duties, obligations and liabilities under the AAAGL SSPA to and in favour of AAX so that:-
 - (i) AAX replaces the NewCo as a party to and under the AAAGL SSPA as if it were an original party to the AAAGL SSPA in place of the NewCo; and
 - (ii) any reference in the AAAGL SSPA to the NewCo 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 the NewCo under the AAAGL SSPA and the release of the NewCo of the rights, benefits, entitlements, duties, obligations and liabilities of the NewCo 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 II of the Announcement are set out as follows ("AAAGL Variation"):-

Item in the Announcement	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 the NewCo in the salient terms of the AAAGL SSPA are to be replaced with references to AAX.
3.1(iii)(a)	MAVCOM's decision that Section 54 of the Malaysian Aviation Commission Act 2015 ⁽¹⁾ is not infringed if the Proposed AAAGL Acquisition is carried into effect;	(1) (i) agreement between the parties to the AAAGL SSPA after consultation with the MAVCOM or the Civil Aviation Authority of Malaysia ("CAAM") or any successor thereof (as the case may be) or (ii) the confirmation or concurrence of MAVCOM or CAAM or any successor thereof (as the case may be), that Section 54(1) of the Malaysian Aviation Commission Act 2015 ("MAVCOM Act") or Section 36T(1) of the Civil Aviation Authority of Malaysia Act 2017 ("CAAM Act") (as the case may be) is not applicable to the Proposed AAAGL Acquisition; or
		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 Acquisition is carried into effect;

Item in the Announcement	Salient terms of the AAAGL SSPA	Salient terms of the AAAGL SSPA as amended and varied by the AAAGL Supplemental SSPA
3.1(viii)	the approval of the AAX Shareholders being obtained at an extraordinary general meeting to be convened for the Proposed Internal Reorganisation and Proposed AAAGL Acquisition;	the approval of the AAX Shareholders being obtained at an extraordinary general meeting to be convened for the Proposed AAAGL Acquisition;
3.1(ix)	the approval of the AAX Shareholders being obtained at a court convened meeting for the 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) the NewCo, AAX or any of their subsidiaries for the Proposed Internal Reorganisation and the Proposed AAAGL Acquisition 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 Acquisition 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.
3.1(x)(b)	MAVCOM's decision that Section 54 of the Malaysian Aviation Commission Act 2015 is not infringed if the Proposed AAAGL Acquisition is carried into effect;	(1) (i) agreement between the parties to the AAAGL SSPA after consultation with the MAVCOM or the CAAM or any successor thereof (as the case may be) or (ii) the 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 Acquisition; or
		(2) a decision is 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 Acquisition is carried into effect;
3.1(x)(d)	concurrence or clearance of the Securities Commission Malaysia that the Proposed AAAGL Acquisition will not result in a significant change in the business direction or policy of the Purchaser or AAX;	Item 3.1(x)(d) shall be removed in its entirety.
3.1(x)(e)	Bursa Securities for the Proposed Transfer of Listing Status as well as the listing and quotation of the Consideration Shares and Placement Shares on the Main Market of Bursa Securities;	Bursa Securities for the listing and quotation of the Consideration Shares and Placement Shares on the Main Market of Bursa Securities;

Item in the Announcement	Salient terms of the AAAGL SSPA	Salient terms of the AAAGL SSPA as amended and varied by the AAAGL Supplemental SSPA
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 Proposed Internal Reorganisation; and	Item 3.1(xi) shall be removed in its entirety.
3.1 - Definition of "AAAGL Cut- Off Date"	 "AAAGL Cut-Off Date" means – (i) 6 months after the date of the AAAGL SSPA for the AAAGL Conditions Precedent (save for AAAGL Condition Precedent referred to in paragraph 3.1(vii) above); and (ii) for the AAAGL Condition Precedent referred to in paragraph 3.1(vii) above, 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, or such other date as mutually agreed between the parties to the AAAGL SSPA in writing. 	"AAAGL Cut-Off Date" means — (i) 6 months after the date of the AAAGL SSPA for the AAAGL Conditions Precedent (save for AAAGL Condition Precedent referred to in paragraph 3.1(vii) above); and (ii) for the AAAGL Condition Precedent referred to in paragraph 3.1(vii) above, 60 days after the date of the AAAGL SSPA with an automatic extension for a further period of 60 days, or such other date as mutually agreed between the parties to the AAAGL SSPA in writing.

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Item in the Announcement	Salient terms of the AAAGL SSPA	Salient terms of the AAAGL SSPA as amended and varied by the AAAGL Supplemental SSPA
3.3	Between the date of the AAAGL SSPA and completion of the Proposed AAAGL Acquisition, and except for the Proposed AAAGL Acquisition, Proposed Internal Reorganisation, Proposed Issuance of Free Warrants, Proposed Private Placement and Proposed Granting of Subscription Options, the Purchaser agrees, and shall procure AAX to agree, that unless the prior written approval of the Vendor has been obtained, it shall not seek and/or obtain its respective shareholders' approval for the Purchaser 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 the Purchaser 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, the Vendor may terminate the AAAGL SSPA (other than the surviving provisions as stipulated in the AAAGL SSPA) at any time prior to completion of the Proposed AAAGL Acquisition with the Vendor's interest in the AAAGL Equity Interest intact.	Between the date of the AAAGL SSPA and completion of the Proposed AAAGL Acquisition, and except for the Proposed AAAGL Acquisition, Proposed Issuance of Free Warrants, Proposed Private Placement and Proposed Granting of Subscription Options, the Purchaser agrees that unless the prior written approval of the Vendor has been obtained, it shall not seek and/or obtain its respective shareholders' approval for the Purchaser 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 the Purchaser 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 Vendor may terminate the AAAGL SSPA (other than the surviving provisions as stipulated in the AAAGL SSPA) at any time prior to completion of the Proposed AAAGL Acquisition with the Vendor's interest in the AAAGL Equity Interest intact.
6(vi)		To the extent that Capital A 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 Group after the completion of the Proposed AAAGL Acquisition and in consideration of Capital A doing so, the Company agrees and undertakes to indemnify and keep indemnified and save Capital A harmless from and against any and all claims, demands, proceedings, damages, losses, fines, penalties, costs, charges, expenses, payments and liabilities incurred or suffered by Capital A after the completion of the Proposed AAAGL Acquisition in relation to such continued provision of corporate guarantees. For the avoidance of doubt, such indemnity shall only apply in respect of the period that the corporate guarantees provided by Capital A shall continue to take effect following the completion of the Proposed AAAGL Acquisition.

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

Pursuant to the AAB Supplemental SSPA, the Company, NewCo and Capital A have agreed that, with effect from 26 July 2024:-

- (a) the NewCo novates the whole of its rights, benefits, entitlements, duties, obligations and liabilities under the AAB SSPA to and in favour of AAX so that:-
 - (i) AAX replaces the NewCo as a party to and under the AAB SSPA as if it were an original party to the AAB SSPA in place of the NewCo; and
 - (ii) any reference in the AAB SSPA to the NewCo 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 the NewCo under the AAB SSPA and the release of the NewCo of the rights, benefits, entitlements, duties, obligations and liabilities of the NewCo 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 III of the Announcement are set out as follows ("AAB Variation"):-

Item in the Announcement	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 the NewCo 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 Acquisition is carried into effect;	(1) (i) agreement between the parties to the AAB SSPA after consultation with the MAVCOM or the CAAM or any successor thereof (as the case may be) or (ii) the 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 Acquisition; or (2) a decision is 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 Acquisition is carried into effect;

Item in the Announcement	Salient terms of the AAB SSPA	Salient terms of the AAB SSPA as amended and varied by the AAB Supplemental SSPA
3.1(vii)	the approval of the AAX Shareholders being obtained at an extraordinary general meeting to be convened for the Proposed Internal Reorganisation and Proposed AAB Acquisition;	the approval of the AAX Shareholders being obtained at an extraordinary general meeting to be convened for the Proposed AAB Acquisition;
3.1(viii)	the approval of the AAX Shareholders being obtained at a court convened meeting for the 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) the NewCo, AAX or any of their subsidiaries for the Proposed Internal Reorganisation and the Proposed AAB Acquisition 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 Acquisition 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 Acquisition is carried into effect;	(1) (i) agreement between the parties to the AAB SSPA after consultation with the MAVCOM or the CAAM or any successor thereof (as the case may be) or (ii) the 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 Acquisition; or (2) a decision is 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 Acquisition is carried into effect;
3.1(ix)(c)	concurrence or clearance of the Securities Commission Malaysia that the Proposed AAB Acquisition will not result in a significant change in the business direction or policy of the Purchaser or AAX;	Item 3.1(ix)(c) shall be removed in its entirety.
3.1(ix)(d)	Bursa Securities for the Proposed Transfer of Listing Status as well as the listing and quotation of the Placement Shares on the Main Market of Bursa Securities;	Bursa Securities for the listing and quotation of the Placement Shares on the Main Market of Bursa Securities;

Item in the Announcement	Salient terms of the AAB SSPA	Salient terms of the AAB SSPA as amended and varied by the AAB Supplemental SSPA
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.
3.1(x)	the sanction of the High Court of Malaya being obtained for the Proposed Internal Reorganisation; and	Item 3.1(x) shall be removed in its entirety.
3.1 - Definition of "AAB Cut-Off Date"	 "AAB Cut-Off Date" means – (i) 6 months after the date of the AAB SSPA for the AAB Conditions Precedent (save for AAB Condition Precedent referred to in paragraph 3.1(vi) above); and (ii) for the AAB Condition Precedent referred to in paragraph 3.1 (vi) above); 	 "AAB Cut-Off Date" means – (i) 6 months after the date of the AAB SSPA for the AAB Conditions Precedent (save for AAB Condition Precedent referred to in paragraph 3.1(vi) above); and (ii) for the AAB Condition Precedent referred to in paragraph 3.1 (vi) above);
	Precedent referred to in paragraph 3.1(vi) above, 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, or such other date as mutually agreed between the parties to the AAB SSPA in writing.	Precedent referred to in paragraph 3.1(vi) above, 60 days after the date of the AAB SSPA with an automatic extension for a further period of 60 days, or such other date as mutually agreed between the parties to the AAB SSPA in writing.

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Item in the Announcement	Salient terms of the AAB SSPA	Salient terms of the AAB SSPA as amended and varied by the AAB Supplemental SSPA
3.3	Between the date of the AAB SSPA and completion of the Proposed AAB Acquisition, and except for the Proposed AAAGL Acquisition, Proposed Internal Reorganisation, Proposed Issuance of Free Warrants, Proposed Private Placement and Proposed Granting of Subscription Options, the Purchaser agrees, and shall procure AAX to agree, that unless the prior written approval of the Vendor has been obtained, it shall not seek and/or obtain its respective shareholders' approval for the Purchaser 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 the Purchaser and/or AAX (as the case may be), including, without limitation, any issue of shares or other securities convertible into shares or subscribe for shares or other 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 Vendor may terminate the AAB SSPA (other than the surviving provisions as stipulated in the AAB SSPA) at any time prior to completion of the Proposed AAB Acquisition with the Vendor's interest in the AAB Equity Interest intact.	Between the date of the AAB SSPA and completion of the Proposed AAB Acquisition, and except for the Proposed AAAGL Acquisition, Proposed Issuance of Free Warrants, Proposed Private Placement and Proposed Granting of Subscription Options, the Purchaser agrees that unless the prior written approval of the Vendor has been obtained, it shall not seek and/or obtain its respective shareholders' approval for the Purchaser 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 the Purchaser 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 Vendor may terminate the AAB SSPA (other than the surviving provisions as stipulated in the AAB SSPA) at any time prior to completion of the Proposed AAB Acquisition with the Vendor's interest in the AAB Equity Interest intact.
6(vi)		To the extent that Capital A 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 Group after the completion of the Proposed AAB Acquisition and in consideration of Capital A doing so, the Company agrees and undertakes to indemnify and keep indemnified and save Capital A harmless from and against any and all claims, demands, proceedings, damages, losses, fines, penalties, costs, charges, expenses, payments and liabilities incurred or suffered by Capital A after the completion of the Proposed AAB Acquisition in relation to such continued provision of corporate guarantees. For the avoidance of doubt, such indemnity shall only apply in respect of the period that the corporate guarantees provided by Capital A shall continue to take effect following the completion of the Proposed AAB Acquisition.

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. RATIONALE

The decision to abort the Proposed Internal Reorganisation and to terminate the Internal Reorganisation Agreement was arrived at after weighing potential benefits of the Proposed Internal Reorganisation against time required for the implementation of the Proposed Internal Reorganisation and more critically, the importance of an expedient completion of the Proposed Acquisitions to the AAX Group.

5. EFFECTS

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

6. APPROVALS REQUIRED

The termination of the Internal Reorganisation Agreement, AAAGL Variation and AAB Variation are not subject to approval of AAX Shareholders and any regulatory authorities in Malaysia.

7. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/OR PERSONS CONNECTED

None of the Directors, major Shareholders, chief executive of the Company and/or persons connected with them have any interest, whether direct or indirect, in the termination of the Internal Reorganisation Agreement.

None of the Directors, major Shareholders, chief executive of the Company and/or persons connected with them (save for the Interested Directors and the Interested Major Shareholders) have any interest, whether direct or indirect, in the AAAGL Variation and AAB Variation.

8. AUDIT COMMITTEE'S STATEMENT

The Audit Committee of AAX, after having considered all relevant aspects of the AAAGL Variation and AAB Variation, including the terms of the Supplemental Agreements, the rationale as well as the advice from the Independent Adviser, is of the opinion that the AAAGL Variation and AAB Variation are:-

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

9. DIRECTORS' STATEMENT

The AAX Board, after having considered all relevant aspects of the termination of the Internal Reorganisation Agreement as well as the rationale, is of the opinion that the termination of the Internal Reorganisation Agreement are in the best interests of AAX.

The AAX Board (save for the Interested Directors), after having considered all relevant aspects of the AAAGL Variation and AAB Variation, including the terms of the Supplemental Agreements, the rationale as well as the advice from the Independent Adviser, is of the opinion that the AAAGL Variation and AAB Variation are in the best interests of AAX.

10. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the AAAGL Supplemental SSPA, AAB Supplemental SSPA and the conditional subscription option agreement are 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 during normal business hours from 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.