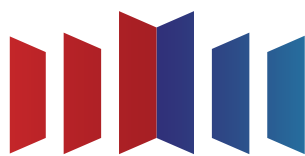


THIS CIRCULAR TO SHAREHOLDERS OF MMAG HOLDINGS BERHAD (“MMAG” OR THE “COMPANY”) IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the course of action to be taken, you should consult your stockbroker, bank manager, solicitor, accountant or other professional advisers immediately. This Circular has been reviewed by TA Securities Holdings Berhad, being the Principal Adviser to the Company for the Proposed Acquisition (as defined herein).

Bursa Malaysia Securities Berhad takes no responsibility for the contents of this Circular and the valuation certificate, makes no representation as to its accuracy or completeness, and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Circular.



MMAG

MMAG HOLDINGS BERHAD
(Registration No. 200301007003 (609423-V))
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE

PROPOSED ACQUISITION OF A BOEING 737-800BCF AIRCRAFT BEARING MANUFACTURER SERIAL NUMBER 29670 BY MMAG SKYASSETS LIMITED (AN INDIRECT WHOLLY-OWNED SUBSIDIARY OF MMAG), FROM GASL IRELAND LEASING A-1 LIMITED FOR A CASH CONSIDERATION OF USD25.90 MILLION (“PROPOSED ACQUISITION”)

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Principal Adviser



AN UNWAVERING COMMITMENT

TA SECURITIES HOLDINGS BERHAD
(Registration No. 197301001467 (14948-M))
(A Participating Organisation of Bursa Malaysia Securities Berhad)

The Extraordinary General Meeting of the Company (“**EGM**”) will be held at No. 3, Jalan TP 2, Taman Perindustrian UEP, 47600 Subang Jaya, Selangor Darul Ehsan on Tuesday, 14 October 2025 at 2.00 p.m. The Notice of EGM together with the Proxy Form are enclosed in this Circular.

If you decide to appoint a proxy or proxies for the EGM, you must complete, sign and return the Proxy Form and deposit it at the Company’s registered office at Level 15-2, Bangunan Faber Imperial Court, Jalan Sultan Ismail, 50250 Kuala Lumpur or email to mega-sharereg@megacorp.com.my or via facsimile at 03-27325388, not later than 48 hours before the date and time indicated below or at any adjournment thereof. The completion and lodging of the Proxy Form will not preclude you from attending and voting at the EGM should you subsequently wish to do so and in such an event, your Proxy Form shall be deemed to have been revoked.

Last date and time for lodging the Proxy Form	: Sunday, 12 October 2025 at 2.00 p.m.
Date and time of the EGM	: Tuesday, 14 October 2025 at 2.00 p.m.

This Circular is dated 17 September 2025

DEFINITIONS

Except where the context otherwise requires, the following definitions shall apply throughout this Circular:

Act	: Companies Act 2016, as amended from time to time and includes any re-enactment thereof
Aircraft	: Boeing 737-800BCF aircraft with the manufacturer serial number 29670
AOC	: Air Operator Certificate is a certificate granted by CAAM to certify that the airlines are authorised to perform commercial air transportation
ASA	: Conditional aircraft sale agreement dated 23 July 2025 entered into between MMAG SkyAssets and the Vendor for the Proposed Acquisition
ASL	: Air Service License is a license granted by MAVCOM to provide scheduled air transport services in accordance with the MACA
BNM	: Bank Negara Malaysia
Board	: The Board of Directors of MMAG
Bursa Securities	: Bursa Malaysia Securities Berhad
CAAM	: Civil Aviation Authority of Malaysia
Circular	: This circular to Shareholders in relation to the Proposed Acquisition
Directors	: Directors of the Company for the time being and shall have the meaning ascribed to it in Section 2(1) of the Act and Section 2(1) of the Capital Markets and Services Act 2007. In relation to the Proposed Acquisition, Director shall include any person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon: (i) a director of MMAG, its subsidiary or holding company; and (ii) a chief executive of MMAG, its subsidiary or holding company
EGM	: Extraordinary general meeting of the Company
EPS	: Earnings per Share
FPE	: Financial period ended / ending, as the case may be
FYE	: Financial year ended / ending, as the case may be
GHL	: Ground Handling License is a license granted by MAVCOM to carry out ground handling services in Malaysia in accordance with the MACA
ICT	: Information and communication technology
IMR Report	: Independent Market Research report dated 10 September 2025 prepared by SMITH ZANDER

DEFINITIONS

Lease Agreement	: Lease agreement dated 22 April 2022 entered between MJets and GASL for the leasing of the Aircraft
Listing Requirements	: ACE Market Listing Requirements of Bursa Securities
LPD	: 31 August 2025, being the latest practicable date prior to the printing of this Circular
LPS	: Loss per Share
MACA	: Malaysian Aviation Commission Act 2015
MAVCOM	: Malaysian Aviation Commission
MJets or Lessee	: MJets Air Sdn Bhd, an indirect 99.41% owned subsidiary of MMAG
MMAG or the Company	: MMAG Holdings Berhad
MMAG Group or the Group	: Collectively, MMAG and its subsidiaries
MMAG Shares or Shares	: Ordinary shares in the Company
MMAG SkyAssets or Purchaser	: MMAG SkyAssets Limited, an indirect wholly-owned subsidiary of MMAG and incorporated in Malaysia under the Labuan Companies Act 1990
NA	: Net assets
Proposed Acquisition	: Proposed acquisition of the Aircraft by MMAG SkyAssets from GASL for the Purchase Consideration
Purchase Consideration	: Cash consideration of USD25.90 million or approximately RM109.85 million in relation to the Proposed Acquisition
RM and sen	: Ringgit Malaysia and sen respectively
Shareholders	: Registered holders of MMAG Shares
SMITH ZANDER or the IMR	: Smith Zander International Sdn Bhd
TA Securities or the Principal Adviser	: TA Securities Holdings Berhad
TAC	: Ground Handling Technical Approval Certificate is a certificate issued by CAAM to undertake any ground handling services which are specified in the MACA
USD	: United States Dollar
Valuer or Cirium	: Cirium Ascend Consultancy
Vendor or GASL	: GASL Ireland Leasing A-1 Limited, a company incorporated in Ireland
Warrants C	: Warrants 2024/2029 of the Company, which will expire on 15 January 2029. Each warrant holder is entitled the right to subscribe for 1 new MMAG Share at an exercise price of RM0.15

DEFINITIONS

All references to “you” in this Circular are to the Shareholders.

In this Circular, words referring to the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include corporations, unless otherwise specified.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any reference to a time of day in this Circular shall be a reference to Malaysian time, unless otherwise stated. Any discrepancies in the tables between the amounts stated, actual figures and the totals thereof in this Circular are due to rounding.

Unless stated otherwise, the exchange rate USD1.00:RM4.2415, being the middle rate for USD to RM quoted by BNM at 5.00 p.m. as at 15 July 2025, being the latest practicable date prior to the announcement of the Proposed Acquisition, is used throughout this Circular.

Certain statements in this Circular may be forward-looking in nature, which are subject to uncertainties and contingencies. Forward-looking statements may contain estimates and assumptions made by the Board after due enquiry, which are nevertheless subject to known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to differ materially from the anticipated results, performance or achievements expressed or implied in such forward-looking statements. In light of these and other uncertainties, the inclusion of a forward-looking statement in this Circular should not be regarded as a representation or warranty that the Company's plans and objectives will be achieved.

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EXECUTIVE SUMMARY

This Executive Summary of the Proposed Acquisition only highlights the key information from other parts of this Circular. It does not contain all the information that may be important to you. You should read and understand the contents of the whole Circular for further details before voting at the EGM.

Summary

Details of the Proposed Acquisition

The Proposed Acquisition entails MMAG SkyAssets acquiring the Aircraft from GASL, for the Purchase Consideration, subject to the terms and conditions contained in the ASA.

Mode of settlement

The Purchase Consideration shall be satisfied entirely via cash in the manner set out in **Section 2.4** of this Circular.

Basis and justification for the Purchase Consideration

The Purchase Consideration was arrived at on a willing-buyer willing seller basis and after taking into consideration the following:

- (i) the market value and base value of the Aircraft as appraised by the Valuer vide its certificate of valuation dated 29 April 2025;
- (ii) the conditions and the useful life of the Aircraft; and
- (iii) the rationale for the Proposed Acquisition as set out in **Section 3** of this Circular.

Please refer to **Section 2** of this Circular for further information.

Rationale for the Proposed Acquisition

The Proposed Acquisition is in line with the Group business strategies and future plan and is expected to allow the Group to achieve the following:

- (i) gaining full ownership and control over the Aircraft and thereby reducing the dependency on third-party lessors on the Aircraft;
- (ii) allowing the Group to have greater flexibility in its fleet management;
- (iii) strengthen the Group's position to respond to market opportunities swiftly;
- (iv) the payment terms in stages under the ASA allows the Group to have greater flexibility in managing its cash flows as compared to one-off payment; and
- (v) expected to contribute positively to the financial performance of the Group through eliminating the lease rental expenses and potential lease revenue.

Please refer to **Section 3** of this Circular for further information.

EXECUTIVE SUMMARY

Summary

Risk factors for the Proposed Acquisition

- (i) **Non-completion risk** – In the event any of the conditions precedent are not fulfilled or waived within the stipulated timeframe, the ASA may be terminated, and the Proposed Acquisition will not proceed.
- (ii) **Acquisition risk** – There can be no assurance that the anticipated benefits will be realised or that the Group will be able to generate sufficient returns from the Aircraft and the aviation business.
- (iii) **Financing risk** – There can be no assurance that the Group will be able to secure the required funding or financing on terms favourable to the Group.
- (iv) **Foreign exchange risk** – Any fluctuation in the exchange rate between USD and RM may impact the final RM equivalent payment amount.
- (v) **Termination and non-renewal risk of licenses and approvals** – Any failure by the Group to comply with the applicable regulatory requirements or conditions imposed by the authorities may result in the suspension or revocation of such approvals.

Please refer to **Section 5** of this Circular for further information.

Approvals required and conditionality

The Proposed Acquisition is subject to the following approvals / consents being obtained:

- (i) the approval from Shareholders at the forthcoming EGM;
- (ii) necessary approvals, consents, registrations or licences from Labuan Financial Services Authority for the Purchaser to carry on its leasing business (obtained on 17 July 2025); and
- (iii) the approvals / consents from any other relevant parties / authorities, if required.

The Proposed Acquisition is not conditional upon any other corporate proposals undertaken or to be undertaken by the Company.

Please refer to **Section 7** of this Circular for further information.

Interests of Directors, major Shareholders and/or persons connected with them

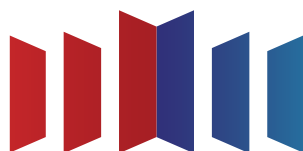
None of the Directors, major Shareholders and/or persons connected with them have any interest, whether direct or indirect, in the Proposed Acquisition.

Please refer to **Section 9** of this Circular for further information.

Board's recommendation

The Board recommends that you VOTE IN FAVOUR of the resolution pertaining to the Proposed Acquisition to be tabled at the forthcoming EGM, the details of which are set out in this Circular and the Notice of EGM as enclosed.

Please refer to **Section 10** of this Circular for further information.



MMAG

MMAG HOLDINGS BERHAD

(Registration No. 200301007003 (609423-V))
(Incorporated in Malaysia)

Registered Office

Level 15-2, Bangunan Faber Imperial Court
Jalan Sultan Ismail
50250 Kuala Lumpur

17 September 2025

Board of Directors

Datuk Wira Farhash Wafa Salvador J.P (Chairman / Non-Independent and Non-Executive Director)
Chin Boon Long (Executive Director)
Chong Koon Meng (Executive Director)
Ahmad Luqman Bin Mohd Azmi (Executive Director)
Yeap Say Woi (Independent Non-Executive Director)
Dato' Sok One A/L Esen (Independent Non-Executive Director)
Haji Noorzainy Bin Haji Mohd Noor (Independent Non-Executive Director)
Dato' Che Nazli Binti Jaapar (Independent Non-Executive Director)
Azman bin Mat Ali (Independent Non-Executive Director)
See Toh Kean Yaw (Non-Independent Non-Executive Director)
Hajah Erna Binti Ismail (Non-Independent Non-Executive Director)

PROPOSED ACQUISITION

1. INTRODUCTION

On 24 July 2025, TA Securities had, on behalf of the Board, announced that MMAG SkyAssets (an indirect wholly-owned subsidiary of MMAG) had on 23 July 2025 entered into the ASA to acquire the Aircraft from GASL for a cash consideration of USD25.90 million or approximately RM109.85 million.

Further details of the Proposed Acquisition are set out in the ensuing sections of this Circular.

THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE YOU WITH RELEVANT INFORMATION ON THE PROPOSED ACQUISITION AND TO SET OUT THE VIEWS AND RECOMMENDATION OF THE BOARD AS WELL AS TO SEEK YOUR APPROVAL FOR THE RESOLUTION PERTAINING TO THE PROPOSED ACQUISITION WHICH WILL BE TABLED AT THE FORTHCOMING EGM. THE NOTICE OF THE EGM AND THE PROXY FORM ARE ENCLOSED IN THIS CIRCULAR.

YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR TOGETHER WITH THE APPENDICES CONTAINED HEREIN BEFORE VOTING ON THE RESOLUTION TO GIVE EFFECT TO THE PROPOSED ACQUISITION AT THE FORTHCOMING EGM.

2. DETAILS OF THE PROPOSED ACQUISITION

The Proposed Acquisition entails MMAG SkyAssets acquiring the Aircraft from GASL, for the Purchase Consideration, subject to the terms and conditions contained in the ASA.

Please refer to **Appendix II** of this Circular for the salient terms of the ASA.

2.1 Information on the Aircraft

A summary of the information on the Aircraft is as follows:

Airframe manufacturer	: The Boeing Company
Airframe Model	: 737-800BCF
Manufacturer serial number	: 29670
Engine manufacturer	: CFM International
Engine model	: CFM56-7B26
Engine serial number	: 877232 and 876230
Registration number	: 9M-KXD
Year of build	: 2005
Operator	: MJets ⁽¹⁾
Owner	: GASL
Manager (responsible for managing the Aircraft on behalf of the owner)	: Genesis Aircraft Services Limited
Maximum takeoff weight	: 79,016 kilograms
Maximum cargo volume	: 185 cubic metres
Current use	: Freight
Net book value of the Aircraft	: Not available as MMAG is not privy to such information from the Vendor

Note:

(1) As at the LPD, the Aircraft is being leased by MJets from GASL and used for the Group's air freight business.

Upon completion of the Proposed Acquisition, ownership of the Aircraft will be transferred to MMAG SkyAssets, an indirect wholly-owned subsidiary of the Company established as the fleet management arm of the Group. MMAG SkyAssets is responsible for overseeing the ownership, management and optimisation of the Group's aircrafts.

Following the completion of the Proposed Acquisition, the Group intends to continue operating the Aircraft for its air freight business via MJets. MJets will lease the Aircraft from MMAG SkyAssets under an intra-group leasing arrangement to ensure operational continuity and cost efficiency within the Group's aviation segment.

2.2 Information on GASL

GASL was incorporated in Ireland on 20 June 2014 and is principally involved in renting and leasing of air transport equipment.

As at the LPD, GASL has an issued share capital of USD100 comprising of 10,000 shares.

As at the LPD, the directors of GASL are Karl Griffin, Adam Smyth, John McMahon, Thomas Juterbock and Matthew Elwood. None of the directors has any direct or indirect shareholdings in GASL.

As at the LPD, the shareholders of GASL and their shareholdings are as follows:

Shareholders	Country of incorporation	Direct		Indirect	
		No. of shares	(1)%	No. of shares	(1)%
GASL Bermuda Holdings Limited	Bermuda	10,000	100.00	-	-
Genesis Aviation Capital Limited	Bermuda	-	-	(2)10,000	100.00
CP Aviation Capital Holdings Bermuda Limited	Bermuda	-	-	(3)10,000	100.00
GASL Holdings LLC	United States	-	-	(4)10,000	100.00
GFL Holdings LLC	United States	-	-	(4)10,000	100.00

Notes:

- (1) Computed based on 10,000 ordinary shares in GASL as at the LPD.
- (2) Deemed interested by virtue of its interest in GASL Bermuda Holdings Limited.
- (3) Deemed interest by virtue of its interest in GASL Bermuda Holdings Limited via its interest in Genesis Aviation Capital Limited.
- (4) Deemed interest by virtue of its interest in GASL Bermuda Holdings Limited via its interest in CP Aviation Capital Holdings Bermuda Limited.

2.3 Basis and justification for the Purchase Consideration

The Purchase Consideration was arrived at on a willing-buyer willing seller basis and after taking into consideration the following:

- (i) the market value and base value of the Aircraft as appraised by the Valuer vide its certificate of valuation dated 29 April 2025, further details of which are set out as follows:

	Market Value	Base Value
Description	This represents the Valuer's opinion of the most likely trading price that may be realised for an aircraft under the current market conditions. Market Value takes into consideration recent available transactions data, supply and demand of aircraft as well as the market sentiment in the secondary aircraft market.	This represents the Valuer's opinion on the value of the aircraft in a stable market with a reasonable balance of supply and demand. Base Value serves as a long-term value behaviour of an aircraft and is not influenced by short-term market volatility. It is derived by examining historical value retention against age and takes into account known future developments for the aircraft type.
Assumption on maintenance status:		
Half Life⁽¹⁾	USD19.23 million or approximately RM81.56 million	USD16.70 million or approximately RM70.83 million
Full Life⁽²⁾	USD29.15 million or approximately RM123.64 million	USD26.63 million or approximately RM112.95 million

Notes:

- (1) Half Life assumes the airframe, engines, landing gear, auxiliary power unit ("APU") and all major components being half-way between major overhauls, inspections or performance restorations as appropriate with engine life limited parts having 50% of their certified lives remaining.
- (2) Full Life assumes that the airframe, engines, landing gear, APU and all major components are either new or just undergone a major overhaul, inspection or performance restoration as appropriate with engine life limited parts having 100% of their certified lives remaining.

Based on the above, the Purchase Consideration of USD25.90 million is within the range of the base value and market value of USD16.70 million and USD29.15 million on a half life and full life basis.

- (ii) the conditions and the useful life of the Aircraft. As at the LPD, the Aircraft has met all the required maintenance and is operating in a good condition. Accordingly, the Group has considered the Aircraft on a full life basis in arriving at the Purchase Consideration; and
- (iii) the rationale for the Proposed Acquisition as set out in **Section 3** of this Circular.

2.4 Mode of payment

Pursuant to the terms under the ASA, the Purchase Consideration shall be satisfied entirely via cash in the following manner:

Mode of payment	Amount (USD'000)	Amount (RM'000)
<u>Deposit payment for the Aircraft ("Deposit")⁽¹⁾</u>		
Prior to the execution of the ASA (paid on 20 March 2025)	1,540	6,532
Payable on or before 24 July 2025 (paid on 23 July 2025)	2,000	8,483
Payable on or before 24 August 2025	1,260	5,344
14 monthly payments starting from 1 September 2025 to 1 October 2026	⁽²⁾ 7,700	32,660
	12,500	53,019
<u>Final payment</u>		
On the date of the transfer of legal and beneficial title of the Aircraft (" Delivery Date ")	⁽³⁾ 13,400	56,836
Total	25,900	109,855

Notes:

- (1) The whole sum of the Deposit shall be refundable upon occurrence of the events as stated in the salient term of the ASA in **Section 2(ii), Appendix II** of this Circular.
- (2) Monthly payments of USD0.55 million or approximately RM2.33 million for 14 months starting from 1 September 2025 up to 1 October 2026.
- (3) The actual final payment payable on the Delivery Date shall be calculated based on the adjustment stated below:
 - (i) Purchase Consideration;
 - (ii) Less:
 - (a) Deposit paid;
 - (b) The amount of the base lease rental received by the Vendor (as existing lessor) from the Lessee under the Lease Agreement, pro-rated on a daily basis from 1 January 2025;
 - (c) any additional rent or reserves received from the Lessee under the Lease Agreement from 1 January 2025 (including maintenance reserves or hourly-based payments) ("**Supplemental Rent**"); and
 - (d) any upfront or standby fee received by the Vendor from the Lessee under the Lease, to the extent not applied or refunded from 1 January 2025;

(iii) Plus:

- (a) interest on the net Purchase Consideration (after deduction of the item in item (ii) above) at the rate of 2.5% per annum, calculated daily from 1 January 2026 until the Delivery Date; and
- (b) any amounts paid by the Vendor to the Lessee during the period from 1 January 2025 to and including the Delivery Date in respect of maintenance claims, reimbursements of Supplemental Rent or contribution under the Lease Agreement.

2.5 Source of funding

The final payment of the Purchase Consideration is expected to be lower after taking into account the necessary adjustments, including the base lease rental and maintenance reserves amounting to approximately USD2.36 million or approximately RM10.01 million, which have been paid to the Vendor for the period from 1 January 2025 up to June 2025.

As at 30 June 2025, the Group's cash and cash equivalents stood at approximately RM51.83 million.

Considering the timing of payment of the Purchase Consideration as set out in **Section 2.4** of this Circular, the Purchase Consideration is expected to be funded via a combination of internally generated funds, bank borrowings and/or other funding alternatives, which may include proceeds arising from the conversion of the Company's outstanding convertible securities and/or future fundraising exercises to be undertaken by the Company, if required.

The exact breakdown of the above shall be determined by the Board at a later stage depending on funding requirements of the Group at the relevant point in time.

2.6 Liabilities to be assumed

The Group will not assume any liabilities, including contingent liabilities and guarantees pursuant to the Proposed Acquisition.

2.7 Additional financial commitment

The Group is not expected to incur any other additional financial commitment in relation to the Proposed Acquisition.

2.8 Material litigation in relation to the Aircraft

As at the LPD, the Aircraft is not involved in any material litigation, claims or arbitration and the Vendor confirmed that there are no proceedings pending or threatened involving the Aircraft, or of any facts likely to give rise to any such proceedings.

3. RATIONALE FOR THE PROPOSED ACQUISITION

The Proposed Acquisition is in line with the Group business strategies and future plan and is expected to allow the Group to achieve the following:

- (i) gaining full ownership and control over the Aircraft and thereby reducing the dependency on third-party lessors on the Aircraft;
- (ii) allowing the Group to have greater flexibility in its fleet management whereby upon obtaining full ownership, the Group may lease the Aircraft to other entities within the Group as needed. Further, the Group may also lease the Aircraft to other third-party operators, and thereby enhancing its asset utilisation and generating an extra stream of income;
- (iii) strengthen the Group's position to respond to market opportunities swiftly, in view of the positive prospect of the aviation industry in Malaysia as set out in **Section 4.2** of this Circular;
- (iv) the payment terms in stages under the ASA allows the Group to have greater flexibility in managing its cash flows as compared to one-off payment; and
- (v) expected to contribute positively to the financial performance of the Group through eliminating the lease rental expenses and potential lease revenue.

4. INDUSTRY OUTLOOK AND FUTURE PROSPECTS

4.1 Overview and outlook of the Malaysian economy

Despite challenges from the global macroeconomic environment, Malaysia's economy performed well in 2024. The economy recorded a stronger growth, expanding by 5.1% in 2024 (2023: 3.6%) on the back of robust domestic demand with strong investments, as well as a rebound in exports. Malaysia's sound financial system also provided a strong buffer against the effects of volatile global financial markets. This ensured that domestic financial conditions remained conducive to financial intermediation, with sustained credit growth supporting the economy.

In 2025, like many other economies, the Malaysian economy is expected to face challenges arising from global developments. This is against a backdrop of uncertainties surrounding tariffs and other policies from major economies, as well as geopolitical conflicts. Malaysia's resilient domestic demand, however, will serve as an important buffer against these external shocks.

(Source: BNM Annual Report 2024, BNM)

The Malaysian economy is projected to grow between 4.5%–5.5% in 2025. In the face of external uncertainties, domestic demand is expected to remain Malaysia's anchor of growth amid steady private sector expenditure. Higher household spending will be driven by employment and faster income growth as well as policy support. Meanwhile, investment activity will continue to see a robust expansion as the investment upcycle is expected to extend into 2025. The domestic growth outlook is subject to several downside risks, stemming primarily from the considerable uncertainties from the external front. More restrictive trade policies, subsequent retaliatory measures, and the potential escalation of geopolitical conflicts could disrupt global trade, and in turn affect Malaysia's trade performance. On the domestic front, downside risks could emanate from further disruptions in commodity production which could weigh on growth. Notwithstanding, higher external demand, greater positive spillovers from the global technology upcycle, more robust tourism activity and quicker implementation of new and existing investment projects could lift domestic growth. The materialisation of these downside or upside risks will land the economy closer to the lower or the upper end of the forecast range, respectively.

(Source: Economic and Monetary Review 2024, BNM)

The Malaysian economy expanded by 4.4% in the second quarter of 2025 (1Q 2025: 4.4%), driven by robust domestic demand. Household spending was higher amid positive labour market conditions and income-related policy measures, including the upward revision of minimum wage and civil servant salaries. Of significance, both private and public investments recorded stronger expansion, supported by the realisation of new and existing projects. In the external sector, export growth was slower due mainly to lower commodities-related exports. This was partially offset by continued electrical and electronics (E&E) exports and robust tourism activity. At the same time, import growth was higher, driven by strong demand for capital goods, reflecting higher investment activities.

(Source: Economic and Financial Developments in Malaysia in the Second Quarter of 2025, BNM)

4.2 Overview and outlook of the aviation industry in Malaysia

The aviation industry, specifically for civil aviation, can be segmented into air transportation for passengers and cargo. The performance of the aviation industry for air cargo transportation in Malaysia is represented by total air cargo handled, which is also reflective of the performance of key supporting activities to air cargo transportation including warehousing services for air cargo, cargo terminal operations in airports and ground handling services for aircraft.

Total air cargo handled in Malaysia witnessed a decrease from 942,627 metric tonnes (“MT”) in 2019 to 789,138 MT in 2020 at a year-on-year (“YOY”) of -16.28%. In 2020, international air cargo handled decreased by 20.79% from 753,227 MT in 2019 to 596,601 MT in 2020, mainly due to the outbreak of the coronavirus disease 2019 (Covid-19) pandemic and the subsequent implementation of international travel restrictions, which resulted in an abrupt cessation of scheduled passenger services and grounding of passenger aircraft. Subsequently, this led to a loss in belly cargo capacity from passenger aircraft and resulted in the decline in international air cargo handled in Malaysia in 2020.

In 2021, subsequent to the roll-out of vaccinations and reopening of economies in many countries, domestic and international cargo handled in Malaysia recorded a YOY increase of 40.77% and 23.54% respectively, thereby driving the increase in total air cargo handled at a YOY of 27.74% to 1,008,074 MT. In 2022, air cargo handled in Malaysia continued its growth momentum by increasing to 1,060,526 MT at a YOY of 5.20%. In 2023, air cargo handled in Malaysia declined at a YOY of -12.41% to 928,933 MT, mainly driven by the decline in international cargo by 13.06% due to slower global demand and geopolitical uncertainties. This was in line with the decline in Malaysia’s and Asia’s external trade at a YOY of -7.04% and -6.21% respectively in the same year. In 2024, air cargo handled in Malaysia recovered at a YOY of 15.52% to 1,073,081 MT, which was in tandem with the recovery of Malaysia’s external trade at a YOY of 9.09% in the same year. Moving forward, SMITH ZANDER estimates that the total air cargo handled in Malaysia to grow marginally between 1.00% and 2.00% in 2025, underpinned by the following key industry drivers.

(i) Continued economic growth and trade activities to support the demand for air freight services

Based on latest available data, total external trade in Asia increased from USD14.98 trillion (RM62.06 trillion) in 2019 to USD19.45 trillion (RM88.92 trillion) in 2024 at a CAGR of 5.36%. On the other hand, Malaysia's total external trade between 2019 and 2023 also registered an increase from RM1.85 trillion to RM2.64 trillion at a CAGR of 9.30%, at a similar trend to the total external trade in Asia over the same period. In 2024, Malaysia's external trade rebounded with a YOY growth of 9.09% to RM2.88 trillion.

In view of the global trade tensions as a result of the announcement of reciprocal tariffs imposed on multiple countries by the United States ("US") in April 2025, it may prompt a more cautious approach amongst businesses and companies globally with their business and trade decisions, which may include delaying trade activities that are not urgent, hence leading to a slowdown in trade activities in overall. As such, SMITH ZANDER estimates total external trade in Asia to increase marginally between 0.50% and 2.00% in 2025. Notwithstanding this, the continuity of economic and trade activities, despite at a potential slower rate, will create continuous demand for transportation of goods, which will continue to sustain the demand for air freight services and its key supporting activities such as warehousing services for air cargo, cargo terminal operations in airports and ground handling services for aircraft in Malaysia.

(ii) Growth in e-commerce market creates demand for air freight services

The e-commerce market in Asia, represented by sales value, grew from USD1.08 trillion (RM4.47 trillion) in 2019 to USD1.97 trillion (RM9.01 trillion) in 2024 at a CAGR of 12.77%. The e-commerce market in Malaysia, represented by sales value, also grew from RM14.13 billion in 2019 to RM36.03 billion in 2024 at a CAGR of 20.59%.

Moving forward, consumers are expected to continue utilising e-commerce platforms for their purchases as e-commerce has become a convenient option given the availability of a wide range of product offerings and cross-border purchases. The e-commerce market in Asia and Malaysia is expected to continue growing at a YOY of 19.29% and 17.76% respectively, in 2025. Premised on the above, the demand for air freight services and its supporting activities is expected to increase to support the continued e-commerce activities.

(iii) Demand for local and regional air freight services to support operations of international express delivery service providers present growth opportunities for cargo airlines

International express delivery service providers may not be able to cover all airports or fulfil all deliveries via their own operated aircraft. Hence, they engage local and/or regional cargo airlines to complement their fleet of aircraft and flight routes, and to provide them additional air freight capacity. This will also allow international express delivery service providers to leverage on the local and/or regional cargo airlines' network of flight routes and experience to expand their network of coverage which in turn, increases the aircraft utilisation of local and/or regional cargo airlines.

Hence, the continuing growth of the express delivery service industry which is partly driven by the e-commerce market as detailed above, is expected to continue to stimulate demand for air freight services, presenting growth opportunities for the local and/or regional cargo airlines.

(Source: IMR Report prepared by SMITH ZANDER)

4.3 Overview and prospects of the Group

The Group is principally involved in the mobile and fulfilment business, courier and logistics business (including air cargo logistics services), and air freight business. On 9 April 2025, the Group obtained shareholders' approval to diversify its existing business operations to include the financial services business and aviation business.

The Malaysian Government's continuous implementation of initiatives such as the National Policy on Industry 4.0, the National eCommerce Strategic Roadmap 2.0, MyDIGITAL (an initiative to transform Malaysia into a digitally driven economy) and Jalinan Digital Negara (JENDELA) (an infrastructure plan to improve the quality and coverage of fixed and mobile broadband), is expected to drive the nation's transition to a digital economy. In tandem with this, the ongoing rollout of 5G is anticipated to increase demand for upgraded ICT products compatible with 5G networks. These developments are expected to contribute positively to the demand for mobile and fulfilment services, and, in turn, contribute positively to the Group's future financial performance and earnings.

In respect of the Group's courier and logistics segment, the Group is undertaking a digital transformation aimed at automating and digitalising its operations. By incorporating advanced technologies and automation into its logistics processes, the Group seeks to enhance operational efficiency, reduce delivery turnaround times, and improve overall customer satisfaction. This strategic transformation will also streamline the Group's fulfilment services and position the Group as a more competitive player within the courier and logistics market.

The Group's diversification into the aviation business is intended to expand its existing air freight business to include a broader range of aviation-related services. These services are expected to comprise ground handling operations for both cargo and passenger aircraft, including passenger handling, fuelling, maintenance support, aircraft towing and marshalling, ground power unit services, baggage and cargo loading/unloading, and aircraft parking management. In addition, the Group plans to provide ramp handling, cargo operations, and other ancillary aviation services such as aircraft leasing. The expansion into these areas is anticipated to increase the Group's service offerings and enable it to participate more substantially in the aviation value chain.

Further, the Group has ventured into the financial services business through its wholly-owned subsidiary, Titiwangsa Capital Sdn Bhd, which is focused on offering flexible financing solutions to underserved market segments, including small and medium-sized enterprises (SMEs) and logistics entrepreneurs. These financing schemes are designed to facilitate the acquisition of transportation assets (e.g. trucks and vehicles) and provide working capital support. This initiative is expected to complement the Group's logistics business by enhancing its infrastructure and strengthening its delivery and pick-up capabilities, thereby fostering a mutually beneficial ecosystem.

Upon completion of the Proposed Acquisition, the Group will gain full ownership and control over the Aircraft, which allowing the Group to have greater flexibility in its fleet management and asset deployment. The Group intends to continue utilising the Aircraft for its air freight operations via MJets under an intra-group leasing arrangement. Notwithstanding the foregoing, the Group may also consider leasing the Aircraft to other third-party operators if such arrangement is expected to generate better returns and is consistent with the Group's business strategy at the relevant point in time.

The Proposed Acquisition is in line with the Group's strategic direction to strengthen and expand its core courier and logistics business, air freight business, and aviation business. The Group intends to continue pursuing synergistic market opportunities whether through acquisitions, joint ventures, or strategic collaborations with the aim of enhancing its service capabilities, increasing market share, and expanding its customer base.

In view of the above, and taking into consideration the positive outlook of the aviation industry in Malaysia as detailed in **Section 4.2** of this Circular, the Board remains cautiously optimistic regarding the Group's long-term growth prospects and believes that the Proposed Acquisition will contribute positively to the Group's future performance.

(Source: Management of the Group)

5. RISK FACTORS

5.1 Non-completion risk

The completion of the Proposed Acquisition is subject to the fulfilment of the conditions precedent as stipulated in the ASA. In the event any of the conditions precedent are not fulfilled or waived within the stipulated timeframe, the ASA may be terminated, and the Proposed Acquisition will not proceed.

Should the ASA be terminated, the Group may be subject to contractual risks, including the potential forfeiture of the deposit paid under the ASA in the event the ASA is terminated due to the fault, negligence, wilful misconduct, or default of the Group. Nonetheless, the Group and the Vendor will take all reasonable steps to ensure the fulfilment of the conditions precedent, including the procurement of all relevant approvals and consents necessary for completion.

In the event that the Proposed Acquisition does not proceed for any reason, the Group will continue leasing the Aircraft to support its business operations.

5.2 Acquisition risk

While the Proposed Acquisition is expected to enhance the Group's long-term growth prospects and contribute positively to the Group's future financial performance, there can be no assurance that the anticipated benefits will be realised or that the Group will be able to generate sufficient returns from the Aircraft and the aviation business.

Notwithstanding the above, the Board has undertaken an assessment of the risks and benefits associated with the Proposed Acquisition. After due consideration of, among others, the outlook of the aviation industry in Malaysia and the terms of the existing Lease Agreement, the Board is of the view that the Proposed Acquisition is in the best interest of the Group.

5.3 Financing risk

The Purchase Consideration is intended to be funded via a combination of internally generated funds, financing facilities available to the Group at the relevant point in time and/or proceeds from fundraising exercises to be undertaken by the Company (if any).

In this regard, there can be no assurance that the Group will be able to secure the required funding or financing on terms favourable to the Group. Any utilisation of financing facilities may expose the Group to interest rate and debt servicing risks and may be subject to financial and operational covenants which could restrict the Group's operational flexibility. Conversely, the utilisation of internal funds may reduce the amount of funds available for working capital purposes and other operational requirements, potentially impacting the Group's liquidity position.

In the event that the Group opts to raise funds through equity issuance, this may result in the dilution of the shareholdings of existing shareholders.

The Group's ability to meet its financial obligations in relation to the Proposed Acquisition will depend on the successful implementation of its business strategies and the generation of adequate cash flows in the future.

Nonetheless, the Group remains vigilant of the associated financing risks and will adopt prudent financial management practices, including the continuous monitoring and management of the Group's liquidity position and credit exposure on an ongoing basis.

5.4 Foreign exchange risk

The Purchase Consideration will be settled in USD based on the prevailing exchange rate at the time of settlement. Accordingly, any fluctuation in the exchange rate between USD and RM may impact the final RM equivalent payment amount.

In particular, any appreciation of the USD against the RM will increase the total amount of RM payable by the Group. To manage this exposure, the Group will actively monitor foreign exchange movements and, where appropriate, may utilise hedging instruments such as forward foreign exchange contracts to mitigate the impact of exchange rate volatility.

5.5 Termination and non-renewal risk of licenses and approvals

The Group's aviation business is subject to various regulatory requirements and the continued validity of licences, approvals and certifications including the ASL, AOC, GHL and TAC issued by MAVCOM and CAAM.

Any failure by the Group to comply with the applicable regulatory requirements or conditions imposed by the authorities may result in the suspension or revocation of such approvals, which would have a material adverse effect on the Group's aviation operations and, consequently, on the benefits anticipated from the Proposed Acquisition.

To mitigate this risk, the Group will ensure full compliance with all regulatory requirements and will periodically review its compliance procedures in consultation with relevant authorities to maintain all required licences and approvals in good standing.

6. EFFECTS OF THE PROPOSED ACQUISITION

6.1 Issued share capital and substantial Shareholders' shareholdings

The Proposed Acquisition will not have any effect on the Company's issued share capital and substantial Shareholders' shareholdings as the Proposed Acquisition does not involve any issuance of MMAG Shares.

6.2 NA and gearing

For illustrative purposes based on the Company's latest audited consolidated financial statements for the 18-month FPE 30 September 2024 and assuming that the Proposed Acquisition had been effected at the end of the 18-month FPE 30 September 2024, the pro forma effect of the Proposed Acquisition on NA and gearing of the Group are as follows:

	Audited as at 30 September 2024 (RM'000)	⁽¹⁾ After the Proposed Acquisition (RM'000)
Share capital	565,222	565,222
Other reserve	13,109	13,109
Accumulated losses	(290,199)	(294,788)
Shareholders' equity / NA	288,132	283,543
Non-controlling interests	(17,507)	(17,507)
Total equity	270,625	266,036
No. of Shares in issue ('000)	2,309,633	2,309,633
NA per Share (RM)	0.12	0.12
Total borrowings including lease liabilities (RM'000)	349,597	299,523
Gearing (times)	1.29	1.13

Note:

- (1) After accounting for the termination of the right-of-use asset of RM54.32 million and lease liabilities of RM50.07 million in relation to the Aircraft and the estimated expenses of RM0.34 million in relation to the Proposed Acquisition

6.3 Earnings and EPS

For illustrative purposes based on the Company's latest audited consolidated financial statements for the 18-month FPE 30 September 2024 and assuming that the Proposed Acquisition had been effected on 1 April 2023, being the beginning of the 18-month FPE 30 September 2024, the pro forma effects of the Proposed Acquisition on the earnings and EPS of the Group are as follows:

	Amount (RM'000)	⁽¹⁾ (LPS) / EPS (sen)
Loss after tax attributable to owners of the Company for the 18-month FPE 30 September 2024	(95,582)	(9.73)
Add:		
- Depreciation from the right of use asset in relation to the Aircraft	14,032	1.43
- Finance cost from the lease liabilities in relation to the Aircraft	4,071	0.41
- Maintenance reserve funds from the lease of the Aircraft	17,290	1.76
Less:		
- Loss on termination of the right of use asset and lease liabilities in relation to the Aircraft	(2,878)	(0.29)
- Depreciation from the Aircraft	(17,160)	(1.75)
- Estimated expenses in relation to the Proposed Acquisition	(340)	(0.03)
Pro forma loss after tax attributable to owners of the Company for the 18-month FPE 30 September 2024	(80,567)	(8.20)

Note:

- (1) Computed based on the weighted average number of Shares in issue of 982,231,580 for the 18-month FPE 30 September 2024.

The Proposed Acquisition is expected to contribute positively to the Group's future earnings and EPS as and when the benefits of the Proposed Acquisition (i.e. arising from the expected cost saving on lease rental expenses of the Aircraft) are realised.

6.4 Convertible securities

Save for the outstanding 111,437,654 Warrants C, the Company does not have any outstanding convertible securities, as at the LPD.

The Proposed Acquisition will not give rise to any adjustment to the exercise price and number of Warrants C pursuant to the deed poll constituting the Warrants C dated 7 December 2023.

7. APPROVALS REQUIRED AND CONDITIONALITY

The Proposed Acquisition is subject to the following approvals / consents being obtained:

- (i) the approval from Shareholders at the forthcoming EGM;
- (ii) necessary approvals, consents, registrations or licences from Labuan Financial Services Authority for the Purchaser to carry on its leasing business (obtained on 17 July 2025); and
- (iii) the approvals / consents from any other relevant parties / authorities, if required.

Highest percentage ratio

The highest percentage ratio applicable for the Proposed Acquisition pursuant to Rule 10.02(g) of the Listing Requirements is approximately 38.13%.

Conditionality

The Proposed Acquisition is not conditional upon any other corporate exercises undertaken or to be undertaken by the Company.

8. CORPORATE EXERCISES ANNOUNCED BUT PENDING COMPLETION

There are no other corporate exercises / schemes which have been announced by the Company but are pending completion as at the date of this Circular.

9. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM

None of the Directors, major Shareholders and/or persons connected with them have any interest, whether direct or indirect, in the Proposed Acquisition.

10. BOARD'S RECOMMENDATION

The Board, having considered all aspects of the Proposed Acquisition, including but not limited to the salient terms of the ASA, rationale and the effects of the Proposed Acquisition, current and prospective financial positions, needs and capacity of the Group as well as the outlook and prospects of the aviation industry, is of the opinion that the Proposed Acquisition is in the best interest of the Company.

Accordingly, the Board recommends that you vote in favour of the resolution pertaining to the Proposed Acquisition to be tabled at the forthcoming EGM.

11. ESTIMATED TIMEFRAME FOR COMPLETION

Subject to all relevant approvals being obtained, the Proposed Acquisition is expected to be completed by 4th quarter of 2026. The tentative timeline for the implementation of the Proposed Acquisition as follows:

Date	Events
14 October 2025	- EGM for the Proposed Acquisition
December 2026	- Fulfilment of conditions precedent of the ASA - Completion of the Proposed Acquisition

12. EGM

The EGM, the notice of which is enclosed in this Circular, will be held at No. 3, Jalan TP 2, Taman Perindustrian UEP, 47600 Subang Jaya, Selangor Darul Ehsan on the date and time indicated below or at any adjournment thereof for the purpose of considering and, if thought fit, passing the resolution, with or without modifications, to give effect to the Proposed Acquisition:

Date and time of the EGM : Tuesday, 14 October 2025 at 2.00 p.m.
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If you are unable to attend and vote in person at the EGM, you may appoint a proxy or proxies to attend and vote on your behalf by completing, signing and returning the enclosed Proxy Form via hardcopy in accordance with the instructions therein and deposit at the registered office of the Company at Level 15-2, Bangunan Faber Imperial Court, Jalan Sultan Ismail, 50250 Kuala Lumpur or email to mega-shareereg@megacorp.com.my or via facsimile at 03-2732 5388 not less than 48 hours before the date and time for the EGM as indicated above or at any adjournment thereof. The lodging of the Proxy Form will not preclude you from attending and voting at the EGM should you subsequently decide to do so and in such an event, your Proxy Form shall be deemed to have been revoked.

13. FURTHER INFORMATION

You are requested to refer to the appendix for further information.

Yours faithfully,
For and on behalf of the Board of
MMAG HOLDINGS BERHAD

Chin Boon Long
Executive Director

APPENDIX I – FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by the Board and the Directors collectively and individually accept full responsibility for the completeness and accuracy of the information contained in this Circular and confirm that after making all reasonable enquiries and to the best of their knowledge and belief, there are no false or misleading statements contained in this Circular or other facts, the omission of which would make any statement in this Circular false or misleading.

2. CONSENT AND CONFLICT OF INTEREST**2.1 TA Securities**

TA Securities, being the Principal Adviser for the Proposed Acquisition, has given and has not subsequently withdrawn its written consent to the inclusion of its name and all references thereto in the form and context in which it appears in this Circular.

TA Securities has confirmed that there is no conflict of interest that exists or any circumstances which would or is likely to give rise to a possible conflict of interests in relation to its role as the Principal Adviser for the Proposed Acquisition.

2.2 SMITH ZANDER

SMITH ZANDER, being the Independent Market Researcher for the Proposed Acquisition, has given and has not subsequently withdrawn its written consent to the inclusion of its name and all references thereto in the form and context in which it appears in this Circular.

SMITH ZANDER has confirmed that there is no conflict of interest that exists or any circumstances which would or is likely to give rise to a possible conflict of interests in relation to its role as the Independent Market Researcher for the Proposed Acquisition.

2.3 Valuer

Cirium, being the Valuer for the Proposed Acquisition, has given and has not subsequently withdrawn its written consent to the inclusion of its name and all references thereto in the form and context in which it appears in this Circular.

Cirium has confirmed that there is no conflict of interest that exists or any circumstances which would or is likely to give rise to a possible conflict of interests in relation to its role as the Valuer for the Proposed Acquisition.

APPENDIX I – FURTHER INFORMATION

3. MATERIAL COMMITMENTS AND CONTINGENT LIABILITIES**Material commitments**

Save as disclosed below, as at the LPD, the Board confirmed that there is no material commitments incurred or known to be incurred by the Group that have not been provided for, which upon becoming due or enforceable, may have a material impact on the financial position or financial performance of the Group.

Capital commitments	RM'000
Contracted but not provided for: Construction of buildings	2,908

Contingent liabilities

As at the LPD, the Board confirmed that there are no contingent liabilities incurred or known to be incurred by the Group which, upon becoming due or enforceable, may have a material impact on the financial position or financial performance of the Group.

Contingent liabilities	RM'000
Secured Corporate guarantees given to certain lessors and financial institutions of certain subsidiaries	28,550
Unsecured Corporate guarantees given to certain suppliers and financial institutions of certain subsidiaries	176,947

4. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of the Company at Level 15-2, Bangunan Faber Imperial Court, Jalan Sultan Ismail, 50250 Kuala Lumpur during normal business hours from Monday to Friday (except public holidays) following the date of this Circular up to and including the date of the EGM:

- (i) Constitution of the Company;
- (ii) audited consolidated financial statements of MMAG for the FYE 31 March 2023 and 18-month FPE 30 September 2024 as well as the unaudited consolidated financial statements of the Company for the 9-month FPE 30 June 2025;
- (iii) the letter of consent referred to in **Section 2** of this **Appendix I**;
- (iv) the IMR Report;
- (v) the ASA; and
- (vi) the certificate of valuation dated 29 April 2025 for Aircraft prepared by Cirium.

APPENDIX II – SALIENT TERMS OF THE ASA

1. SALE AND PURCHASE OF AIRCRAFT

- (i) The Vendor agrees to sell the Aircraft to the Purchaser and the Purchaser agrees to purchase the Aircraft from the Vendor, in an “as-is-where-is” condition.
- (ii) The Vendor shall pass to the Purchaser on the Delivery Date full legal and beneficial title to the Aircraft free and clear of all mortgage, charge, pledge, encumbrance, lien, assignment, hypothecation, lease rights of detention or any other agreement or arrangement having the effect of conferring security (“**Security Interests**”) (other than Permitted Security Interests).
- (iii) Risk of loss or destruction to the Aircraft shall pass from the Vendor to the Purchaser simultaneously with Delivery.
- (iv) If before Delivery, the Aircraft suffers a Total Loss then, the Vendor shall, promptly upon becoming aware, notify the Purchaser and with effect from the date of such Total Loss, the ASA will terminate, in which case neither party will have any further liability to the other except:
 - (a) for the obligation (if any) of the Vendor to return the Deposit to the Purchaser in accordance with Clause 3.1 (Deposit) of the ASA;
 - (b) in respect of any breach of either party’s obligations prior to such termination; and
 - (c) the obligations of the parties under the Clause 16.9 (Survival Clauses) of the ASA shall survive such termination.

2. PURCHASE CONSIDERATION

(i) Amount

The total consideration for the sale of the Aircraft is United States Dollars Twenty-Five Million Nine Hundred Thousand (USD25,900,000.00) (“**Purchase Consideration**”), subject to adjustments as follows:

- (a) Less:
 - (aa) Deposit paid;
 - (bb) the amount of base lease rental received by the Vendor (as existing lessor) from the Lessee under the Lease, pro-rated on a daily basis from 1 January 2025 (“**Economic Closing Date**”) (“**Basic Rent**”);
 - (cc) any additional rent or reserves received from the Lessee under the Lease during the same Economic Period (including maintenance reserves or hourly-based payments) (“**Supplemental Rent**”); and
 - (dd) any upfront or standby fee received by the Vendor from the Lessee under the Lease, to the extent not applied or refunded (“**Commitment Fee**”),

received by the Existing Lessor from the Economic Closing Date onwards;

APPENDIX II – SALIENT TERMS OF THE ASA

- (b) Plus:
 - (aa) interest on the net Purchase Consideration (after deduction of the items in paragraph (a) above) at the rate of 2.5% per annum, calculated daily from 1 January 2026 until the Delivery Date (“**Accrued Interest**”), and
 - (bb) any amount paid by the Vendor to the Lessee during that same period in respect of maintenance claims, reimbursements of Supplemental Rent, or contributions under the Lease (“**Lessor Maintenance Contributions**”).

(ii) Deposit

The total Deposit amount is USD12,500,000, payable by the Purchaser in the following manner:

- (a) USD1,540,000 paid prior to the execution of the ASA;
- (b) USD2,000,000 payable on or before 24 July 2025;
- (c) USD1,260,000 payable on or before 24 August 2025; and
- (d) the remaining USD7,700,000 payable in fourteen (14) monthly instalments of USD550,000 each from 1 September 2025 to 1 October 2026.

The Deposit is non-refundable and shall be the absolute property of the Vendor in the event of termination of the ASA due to the Purchaser's or the Lessee's default. Save for such default scenario, the Deposit shall only be refundable upon occurrence of specific Deposit Return Events, including a Total Loss prior to Delivery or failure to satisfy certain Conditions Precedent (not due to Purchaser or Lessee default), in which case the Deposit shall be refunded within five (5) Business Days without interest.

(iii) Manner of Payment

- (a) The Purchaser shall pay the full balance of the Purchase Consideration (being the Purchase Consideration after deducting the Deposit and applying the adjustments set out in item (i) above) into the Vendor's designated bank account on the Delivery Date, or at least one (1) Business Day prior to the Scheduled Delivery Date, subject to the Vendor providing a Refund Letter. If Delivery does not occur within three (3) Business Days of the Scheduled Delivery Date, the amount paid under this sub-clause (being such balance payment) shall be refunded in full (without interest).
- (b) All payments shall be made in USD, in immediately available funds, without deduction or withholding, unless required by law, in which case the Purchaser must gross up the payment.
- (c) The Purchaser shall also bear all taxes, including value added tax (“**VAT**”) and stamp duty, except for taxes on the Vendor's income, and shall indemnify the Vendor accordingly.

APPENDIX II – SALIENT TERMS OF THE ASA

3. DELIVERY

- (i) On the Delivery Date, the following events will take place:
 - (a) The Purchaser shall pay to the Vendor the Purchase Consideration in accordance with the terms of the ASA;
 - (b) The Vendor shall effect the transfer of full legal and beneficial title in and to the Aircraft free and clear of all Security Interests (other than Permitted Security Interests) to the Purchaser by the execution and delivery of the Bill of Sale; and
 - (c) The Purchaser shall execute and deliver to the Vendor the Acceptance Certificate.

Simultaneously with the delivery of the Bill of Sale, all of Vendor's rights title and interest in and to the Aircraft will pass from Vendor to Purchaser, as the case may be.

- (ii) Delivery will take place on the Scheduled Delivery Date and they shall each use commercially reasonable efforts to ensure that Delivery takes place no later than 5 p.m. New York time on the Final Delivery Date. The parties shall cooperate with each other to minimize all costs associated with the transactions contemplated by the ASA.
- (iii) The Aircraft shall remain in the Lessee's physical possession following Delivery. The Delivery Location may be within the Lessee's scheduled flight operations network and, if necessary, Delivery of the airframe and engines may occur at different locations agreed between the parties.
- (iv) If Delivery of the Aircraft under the ASA is delayed for any reason beyond the reasonable control of the Vendor or other Person (other than the Vendor), the Vendor will not be responsible for any damages, losses, including loss of profit, costs, expenses, liabilities, demands, payments, claims or actions arising from or in connection with the delay or failure suffered or incurred by the Purchaser.

4. WARRANTIES AND INDEMNITY

- (i) The Purchaser and the Vendor have provided customary representations and warranties to each other in respect of, amongst other things:
 - (a) the legal status and authority of each party to enter into and perform the ASA and related transaction documents;
 - (b) the compliance of the entry into and performance of the ASA with applicable laws and corporate authorisations; and
 - (c) the absence of legal proceedings, orders or claims that would materially affect the ability of either party to perform its obligations under the ASA.
- (ii) The Vendor further represents and warrants that it has full legal and beneficial title to the Aircraft, free from any encumbrances at the point of delivery (other than those to be discharged at or prior to delivery), and that neither it nor its affiliates is in breach of applicable sanctions laws or subject to insolvency proceedings.
- (iii) The Purchaser warrants, among others, that it is a Labuan entity in compliance with applicable Labuan business and tax regulations and satisfies the minimum net worth threshold required under the Lease.

APPENDIX II – SALIENT TERMS OF THE ASA

- (iv) The Aircraft will be delivered to and accepted by the Purchaser in its existing condition on an “as is, where is” basis. Except for the limited title warranties expressly provided in the ASA, no representation, warranty or guarantee is made by the Vendor in respect of the condition, airworthiness, merchantability, fitness for purpose or any other attribute of the Aircraft. Delivery and acceptance by the Purchaser shall constitute conclusive evidence of its satisfaction with the Aircraft and all related documentation.
- (v) Customary mutual indemnities have been agreed between the parties. The Vendor shall indemnify the Purchaser for losses arising from events prior to delivery (subject to agreed exclusions), while the Purchaser shall indemnify the Vendor for losses arising from events after delivery, including those relating to the operation, maintenance and insurance of the Aircraft. Each party’s indemnity is limited by standard exclusions, including for losses caused by the other party’s default, gross negligence or wilful misconduct.

5. TERMINATION

- (i) The obligations of the Vendor and the Purchaser hereunder shall terminate if Clause 2.4 (Total Loss Before Delivery), Clause 6.3, Clause 7.3, Clause 10.2 or Clause 12.1 of the ASA apply and no party hereto shall have any further obligation or liability hereunder except:
 - (a) the Vendor’s obligation (if any) to return the Deposit in accordance with Clause 3.1 of the ASA, provided always that if termination arises due to the Purchase’s or the Lessee’s default, the Vendor shall be entitled to retain the Deposit absolutely;
 - (b) in respect of any prior breaches; and
 - (c) for obligations under the Survival Clauses.
- (ii) Either party may also terminate the ASA by written notice prior to the Delivery Date if the other party if, prior to the Delivery Date, the other party shall have:
 - (a) made a deed of assignment or arrangement for the benefit of, or compound with, its creditors generally;
 - (b) passed a resolution for winding up other than in the course of an amalgamation or reconstruction;
 - (c) an order for winding up made by any competent court;
 - (d) an encumbrancer takes possession of, or a receiver, examiner, or administrative receiver appointed over, the whole or any substantial part of its undertaking or assets rights and revenues or a distress, execution, sequestration or other process is effected and is not discharged or dismissed within 30 days;
 - (e) suspended or have been unable or admitted its inability to pay its debts as they fall due; or
 - (f) ceased to carry on its business or a substantial part thereof (unless, at the time such cessation occurs, it is intended to be temporary and is occasioned as a consequence of an industrial dispute),

whereupon no party hereto shall have any further obligation or liability hereunder except (a) in respect of any breach of either party’s obligations prior to such termination; and (b) that the obligations of the parties under the Survival Clauses shall survive such termination.

APPENDIX III – AIRCRAFT CERTIFICATE OF VALUATION

Cirium Ascend Consultancy
World Business Centre 2, 1st Floor, Newall Road
Heathrow Airport, London, TW6 2SF, UK
Tel: +44 (0) 20 86523315



Our Ref: 225C097/DC/LD/kw

MMAG Holdings Berhad
3, Jalan TP 2, Taman Perindustrian UEP
47600 Subang Jaya
Selangor Darul Ehsan
Malaysia

Report Date: 29 April 2025

This report is intended for MMAG Holdings Berhad ("Client") and is valid at the date of issue only. This report has been prepared solely for the purposes of MMAG Holdings Berhad based on the information, circumstances and purposes expressly imparted by MMAG Holdings Berhad to Cirium Ascend Consultancy. This report is not to be made available or copied in whole or in part to any other person without the prior written consent of Cirium Ascend Consultancy. No consideration in this report has been made of the interest and concerns of any third party, and Cirium Ascend Consultancy disclaims to the extent permitted by applicable law any liability howsoever arising to any third party that may become privy to or aware of this report.

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Client: MMAG Holdings Berhad & Mjets Air Sdn Bhd
Intended User(s): See above

Attention: Kenny Khaw Chuan Wah
Director

Dear Kenny,

CURRENT & FUTURE VALUATION OF ONE BOEING 737-800BCF AIRCRAFT, MSN 29670

VALUATION AS AT DATE: 25 APRIL 2025

In accordance with your instructions, we are pleased to provide our Current and Future Values, as well as Lease Rate opinions for the above captioned Boeing 737-800BCF aircraft. You requested the valuation for the purpose of supporting or facilitating an open market transaction of the asset.

The summary of the appraised value opinions is as follows:

Aircraft Type		Boeing 737 NG-800BCF
MSN		29670
Registration		9M-KXD
Valuation as at Date		Apr-25
Market Value	"Half-Life"	\$19.23m
	"Full-Life"	\$29.15m
Base Value	"Half-Life"	\$16.70m
	"Full-Life"	\$26.63m

The above values should only be considered in conjunction with the assumptions, methodologies and definitions described in the appended report.



STATEMENT OF DISINTEREST

Neither Cirium Ascend Consultancy nor the appraiser who has completed this valuation has any present or contemplated interest in the subject aircraft, nor any other financial interest which might tend to prevent a fair and unbiased appraisal.

Please note that valuations given by Cirium Ascend Consultancy are only valid as of the date of issue. Subsequent to that, changes in the world aviation market or in the status and physical condition of the subject aircraft, their engines, or other general factors following the date of issue may affect Cirium Ascend Consultancy's valuation.

Yours sincerely,



Daniel Clegg
Valuations Analyst



Lalitya Dhavala
Valuations Manager

**CURRENT & FUTURE VALUATION
OF ONE BOEING 737-800BCF AIRCRAFT, MSN 29670**

VALUATION AS AT DATE: 25 APRIL 2025

Cirium Ascend Consultancy is pleased to provide its Current and Future Values, as well as Lease Rate opinions for the above captioned Boeing 737-800BCF aircraft.

Cirium Ascend Consultancy's valuation of the aircraft takes into account the data supplied by Mjets Air Sdn Bhd regarding its identity, as well as data held in the Cirium Aviation Databases. We have also assumed that, at the valuation as at date, unless otherwise indicated, the aircraft is a typical example of its type, model and age, is generally in good condition, with no damage history, and in compliance with all Airworthiness Directives (ADs) and significant Service Bulletins (SBs). We also assume it has a full and complete set of technical records and documentation available in English. We also assume that the aircraft is free of any onerous restrictions with respect to its ownership and title documentation.

Cirium Ascend Consultancy has not undertaken a physical inspection of the subject aircraft in relation to this assignment and no attempt has been made to verify the information provided, which is therefore assumed to be correct.

Subject Aircraft – Identification	
Type and Model:	Boeing 737 NG-800BCF
Serial Number:	29670
Registration:	9M-KXD
Appraisal Year and Month of Build (Manufacture):	May-2005
Date of First Flight:	11 May 2005
Date of Delivery (to Copa Airlines):	20 May 2005

Basic Specification – Weights and Engines	
Maximum Take-Off Weight:	146,300lbs
Engines:	2 x CFM56-7B26
Other Equipment:	Cat 3A, Dual FMC, Winglets

MAINTENANCE STATUS

The term "Half-Life" refers to the airframe, engines, landing gear, APU and all major components being half-way between major overhauls, inspections or performance restorations as appropriate with engine life limited parts (LLPs) having 50% of their certified lives remaining.

The term "Full-Life" assumes that the airframe, engines, landing gear, APU and all major components are either new or have just undergone a major overhaul, inspection or performance restoration as appropriate; with engine LLPs having 100% of their certified lives remaining.

VALUATIONS

As requested, we have provided our value opinions under the scenarios of **Market Value**, **Base Value** as well as **Market Lease Rates** and **Future Nominal Lease Rates**. It is important that value definitions are understood by all parties and that such values are always considered in conjunction with their definitions.

MARKET VALUE

The International Society of Transport Aircraft Trading (ISTAT) defines “Market Value” as follows:

***Market Value** or **Fair Market Value** (or **Current Market Value** or **Current Fair Market Value**, if the value pertains to the time of the analysis) is the Appraiser’s opinion of the most likely trading price that may be generated for an aircraft (or other aviation-related asset) under the market circumstances perceived to exist at the time in question.*

Market Value assumes that the value is for an unencumbered single-unit transaction valued for the asset’s highest and best use (as defined by the Appraiser), that the parties to the potential sale would be willing, able, prudent and knowledgeable, and under no unusual pressure for a prompt sale, and that the transaction would be negotiated in an open and unrestricted market on an arm’s-length basis, for cash or equivalent consideration, and given an adequate amount of time for effective exposure to prospective buyers.

Cirium Ascend Consultancy defines that the highest and best use of an aircraft as the one that is likely to generate the highest cash sale price in its defined configuration, considering where the majority of demand for the aircraft type and vintage lies.

Although ISTAT does not explicitly define what an “adequate amount of time” is, we define this to typically be a period of up to 12 months prior to the value as at date.

As part of our market valuation procedure, we conducted a thorough review of market activity and known transaction data involving the subject aircraft type around the value as at date. In addition, we took into account the perceived demand for the type, its availability on the market and the views of informed industry sources.

In addition, Cirium Ascend Consultancy took into account the age in months at the stated Valuation as at Date, specification of the subject aircraft for the “Half-Life” Market Value. We were further instructed to provide our Market Value opinions under the “Full-Life” scenario.

It is our opinion, therefore, based on these definitions and the information provided by the client, that the subject aircraft has “Half-Life” and, “Full-Life” Values, “sight unseen”, in the order of:

Aircraft Type		Boeing 737 NG-800BCF
MSN		29670
Registration		9M-KXD
Valuation as at Date		25 April 2025
Market Value	“Half-Life”	\$19.23m
	“Full-Life”	\$29.15m

While each of the above values is provided as a single figure, do consider that the determination of such values involves multiple variables and that some variation in the perceived value must be expected.

BASE VALUE

The International Society of Transport Aircraft Trading (ISTAT) defines “Base Value” as follows:

Base Value is the Appraiser’s opinion of the value of an aircraft (or other aviation-related asset) in a stable market with a reasonable balance of supply and demand. The Base Value of a tangible asset typically assumes its physical condition is average for an asset of its type and age, and its maintenance status is as described.

Base Value assumes that the value is for an unencumbered single-unit transaction valued for the asset’s highest and best use (as defined by the Appraiser), that the parties to the potential sale would be willing, able, prudent and knowledgeable, and under no unusual pressure for a prompt sale, and that the transaction would be negotiated in an open and unrestricted market on an arm’s-length basis, for cash or equivalent consideration, and given an adequate amount of time for effective exposure to prospective buyers.

Cirium Ascend Consultancy defines that the highest and best use of an aircraft as the one that is likely to generate the highest cash sale price in its defined configuration, considering where the majority of demand for the aircraft type and vintage lies.

Although ISTAT does not explicitly define what an “adequate amount of time” is, we define this to typically be a period of up to 12 months prior to the value as at date.

At Cirium Ascend Consultancy, we believe, the Base Value is an expectation of long-term value behaviour of an aircraft, which is not swayed by short-term fluctuations in market conditions. We derive Base Values by examining historical value retention against age, as well as taking into account known future developments for that aircraft type.

In our opinion, therefore, the “Half-Life” and, “Full-Life” Base Values of the subject aircraft are:

Aircraft Type		Boeing 737 NG-800BCF
MSN		29670
Registration		9M-KXD
Valuation as at Date		Apr-25
Base Value	“Half-Life”	\$16.70m
	“Full-Life”	\$26.63m

FUTURE VALUES

In the following table, we have provided our opinion of the Future Values that may be commanded by the subject aircraft on the dates listed and reflect the ISTAT Base Value, as defined earlier, and the Soft Market Value, as defined below.

As part of our forecasting process, we reviewed historical market activity involving the subject aircraft type. In particular, we statistically analysed transaction values in relation to the age of the aircraft and the prevailing economic conditions – the key factor influencing demand for air transportation.

Cirium Ascend Consultancy critically reviews the results derived from statistical models. In particular, we focus on expected developments in the industry which may further influence aircraft values, such as fleet rollovers, new aircraft pricing policy (which is very aggressive and impacts the values of aircraft already in the market), shifts in demand, airline strategies, and new noise and environmental regulations.

Soft Market Value

ISTAT defines "Soft Market Value" as follows:

Soft Market Value is the Appraiser's opinion of the most likely trading price that may be generated for an aircraft (or other aviation-related asset) in a market characterized by supply exceeding demand. Soft Market Value assumes that the value is for a single-unit transaction valued for the asset's highest and best use (as defined by the Appraiser), that the parties to the potential sale transaction would be willing, able, prudent and knowledgeable, and under no unusual pressure for a prompt sale, and that the transaction would be negotiated in an open and unrestricted market on an arm's-length basis, for cash or equivalent consideration, and given an adequate amount of time for effective exposure to prospective buyers.

This could be a scenario where the world's principal traffic generating regions are in the middle of a recession or a period of economic stagnation, which historically have had a negative impact on aircraft values. The market becomes imbalanced, resulting in more parked aircraft and lower utilisation rates, which in turn, increase aircraft availability. However, there are situations where a specific aircraft type may be closer to a Soft Market scenario even if the rest of the market is healthy.

APPENDIX III – AIRCRAFT CERTIFICATE OF VALUATION



Our Future Value forecast for the subject aircraft, in both constant dollars and inflated by 2%, is as follows:

Boeing 737 NG-800BCF, MSN 29670				
Future “Half-Life” Values				
	ISTAT Base Value		Soft Market Value	
	0%	2%	0%	2%
Apr-2026	\$15.95m	\$16.25m	\$11.56m	\$11.78m
Apr-2027	\$15.24m	\$15.82m	\$11.05m	\$11.47m
Apr-2028	\$14.58m	\$15.41m	\$10.57m	\$11.17m
Apr-2029	\$13.97m	\$15.04m	\$10.13m	\$10.90m
Apr-2030	\$13.40m	\$14.69m	\$9.71m	\$10.65m
Apr-2031	\$12.87m	\$14.36m	\$9.33m	\$10.41m
Apr-2032	\$12.55m	\$14.27m	\$9.10m	\$10.35m
Apr-2033	\$12.28m	\$14.22m	\$8.90m	\$10.31m
Apr-2034	\$11.73m	\$13.84m	\$8.51m	\$10.03m
Apr-2035	\$11.18m	\$13.43m	\$8.11m	\$9.74m
Apr-2036	\$10.67m	\$13.05m	\$7.73m	\$9.46m
Apr-2037	\$10.18m	\$12.67m	\$7.38m	\$9.19m
Apr-2038	\$9.71m	\$12.31m	\$7.04m	\$8.92m
Apr-2039	\$9.26m	\$11.96m	\$6.72m	\$8.67m
Apr-2040	\$8.84m	\$11.62m	\$6.41m	\$8.43m
Apr-2041	\$8.37m	\$11.20m	\$6.07m	\$8.12m
Apr-2042	\$7.93m	\$10.79m	\$5.75m	\$7.83m
Apr-2043	\$7.50m	\$10.40m	\$5.44m	\$7.54m
Apr-2044	\$7.11m	\$10.03m	\$5.15m	\$7.27m
Apr-2045	\$6.74m	\$9.67m	\$4.88m	\$7.01m
Apr-2046	\$6.39m	\$9.33m	\$4.63m	\$6.76m
Apr-2047	\$6.06m	\$9.00m	\$4.39m	\$6.53m
Apr-2048	\$5.75m	\$8.69m	\$4.17m	\$6.30m
Apr-2049	\$5.46m	\$8.39m	\$3.96m	\$6.08m
Apr-2050	\$5.19m	\$8.10m	\$3.76m	\$5.88m

Boeing 737 NG-800BCF, MSN 29670				
Future “Full-Life” Values				
	ISTAT Base Value		Soft Market Value	
	0%	2%	0%	2%
Apr-2026	\$25.68m	\$26.18m	\$18.62m	\$18.98m
Apr-2027	\$24.65m	\$25.61m	\$17.87m	\$18.57m
Apr-2028	\$23.68m	\$25.08m	\$17.17m	\$18.18m
Apr-2029	\$22.77m	\$24.58m	\$16.50m	\$17.82m
Apr-2030	\$21.91m	\$24.11m	\$15.88m	\$17.48m
Apr-2031	\$21.10m	\$23.68m	\$15.30m	\$17.17m
Apr-2032	\$20.53m	\$23.48m	\$14.89m	\$17.02m
Apr-2033	\$20.01m	\$23.32m	\$14.51m	\$16.91m
Apr-2034	\$19.23m	\$22.84m	\$13.94m	\$16.56m
Apr-2035	\$18.45m	\$22.35m	\$13.38m	\$16.20m
Apr-2036	\$17.72m	\$21.88m	\$12.85m	\$15.86m
Apr-2037	\$17.03m	\$21.42m	\$12.34m	\$15.53m
Apr-2038	\$16.36m	\$20.98m	\$11.86m	\$15.21m
Apr-2039	\$15.73m	\$20.56m	\$11.41m	\$14.91m
Apr-2040	\$15.14m	\$20.16m	\$10.97m	\$14.62m
Apr-2041	\$14.50m	\$19.68m	\$10.51m	\$14.27m
Apr-2042	\$13.89m	\$19.22m	\$10.07m	\$13.93m
Apr-2043	\$13.32m	\$18.78m	\$9.65m	\$13.61m
Apr-2044	\$12.78m	\$18.36m	\$9.26m	\$13.31m
Apr-2045	\$12.27m	\$17.97m	\$8.89m	\$13.02m
Apr-2046	\$11.79m	\$17.59m	\$8.55m	\$12.76m
Apr-2047	\$11.33m	\$17.24m	\$8.22m	\$12.50m
Apr-2048	\$10.91m	\$16.91m	\$7.91m	\$12.26m
Apr-2049	\$10.50m	\$16.59m	\$7.61m	\$12.03m
Apr-2050	\$10.12m	\$16.29m	\$7.34m	\$11.81m

MARKET LEASE RATES

When Cirium Ascend Consultancy refers to operating Lease Rates, this is specifically a “net dry operating lease” rate. One useful definition of an operating lease is as follows:

"The lease of an aircraft whereby the lessor takes all of the risks and rewards of ownership, and the lessee takes all of the risks and rewards of operation."

By a “dry” lease, we mean that the lessor provides only the aircraft to the lessee, thereby excluding the crew, maintenance and insurance provisioning, which would typically constitute a wet lease. In return, the lessee pays the lessor a contracted sum (the lease rate) at specified intervals over a given period (the lease term). In lease discussions, the payment interval is usually per month or quarter, with lease terms of up to 12 years.

A “net” lease means that irrespective of other costs incurred – for example, the aircraft being grounded, withholding tax etc. – the lessee pays the contracted amount to the lessor.

Therefore, a “net dry lease” is the provision of only the aircraft, with the lease rate payable regardless of other costs incurred.

Fundamentally, the Lease Rate is a payment whereby a present value is amortised to a residual value, at a certain discount rate, over a certain term. The discount rate should reflect the risks faced by the lessor, principally: the credit-worthiness of the lessee, the interest rate environment and lessor’s cost of capital and their return requirements.

However, the supply of and demand for the asset at that point in time will also significantly affect the rate – in fact we see supply and demand as the primary driver of Lease Rates, overpowering all the other variables mentioned above.

Our lease rate opinions are governed by the following underlying assumptions:

- Unless otherwise stated, the given Market Lease Rates reflect a typical lease term. The typical lease term can vary with market conditions, aircraft size, aircraft liquidity and age. For brand new aircraft, the typical term tends to be much longer than for used aircraft, as lessors need some time to amortize aircraft in the early years of their life when depreciation is steepest in absolute dollar terms.
- Our lease rate opinions are reflective of an airline that is viewed as being of typical creditworthiness relative to the aircraft type. The “typical” creditworthiness varies with overall market conditions, and we have our internal scale for benchmarking.
- Lessors often mitigate the risk associated with airline creditworthiness with substantial security deposits or guarantees from stronger partners (e.g. national government or parent company), but such parent guarantees have not been considered and we assume a standard 2-3 month security deposit is in place.
- Our rates are also representative of what the aircraft may achieve if put on a new lease today, and do not attempt to guess any aircraft’s currently running lease, which may have been signed years ago.
- The given Lease Rates do not include any provision for maintenance reserves.
- Like Market Values, Market Lease Rates assume that both parties in the open market transaction are willing, knowledgeable and acting at “arm’s length”.

It is Cirium Ascend Consultancy's opinion that the subject aircraft, given the assumptions, currently command monthly Lease Rates in the order of:

Aircraft Type		Boeing 737 NG-800BCF
MSN		29670
Registration		9M-KXD
Valuation as at Date		Apr-25
Current Market Lease Rate	Per Month	\$0.170m
Current Base Lease Rate	Per Month	\$0.195m

FUTURE LEASE RATES

While we can observe and evaluate past and present transactions as well as market conditions to provide an estimate of historical and current Market Lease Rates, we use a different methodology – the Lease Rate Factor (LRF) curve – to forecast Lease Rates.

The LRF curve methodology is derived from historical transactions that occurred in all previous market conditions and is *not* the same as a “what-if” type analysis (where future potential re-lease scenarios are modelled). However, do note that the LRF methodology forecasts “average” Lease Rates for the “average” aircraft and there can be variation due to market conditions, airline creditworthiness, aircraft specifications, lease duration, lessor strategy / lessor attitude to risk, and lessee's knowledge of the market.

Lease Rate Factor Curve Methodology

Cirium Ascend Consultancy has developed a series of Lease Rate Factor curves, which relate the ratio of Market Lease Rate to Market Value with the age of the aircraft. These curves are developed from historical transaction data and group together aircraft with similar “missions”.

When appropriate, we compare the specific aircraft type / variant or occasionally, individual aircraft, with its Group curve and build in appropriate modifiers, which may include specific fleets, specifications and other factors.

This resulting Lease Rate Factor Curve is used, in conjunction with our forecast Base Values, to derive forecast Lease Rates.

Lease Rate Factor Assumptions

- We assume a typical lease term. This can vary with market conditions, aircraft size, aircraft liquidity and age. For brand new aircraft, the typical term tends to be much longer than for used aircraft, and this is taken into consideration in our forecasts.
- Fixed rental payments are made monthly and in advance (at the start of each period)
- Our lease rate opinions are reflective of an airline that is viewed as being of typical creditworthiness relative to the aircraft type.
- Lessors often mitigate the risk associated with airline creditworthiness with substantial security deposits or guarantees from stronger partners (e.g. national government or parent company), but such parent guarantees have not been considered and we assume a 2-3 month security deposit is in place.
- Our rates are also representative of what the aircraft may achieve if put on a new lease today (or at a given date in the future), and do not attempt to guess the aircraft's currently running lease, which may have been signed years ago.

APPENDIX III – AIRCRAFT CERTIFICATE OF VALUATION



- Cirium Ascend Consultancy's Lease Rate forecasts assume a Base scenario – a stable market environment with a reasonable balance of supply and demand – as it is not possible to accurately forecast the prevailing market conditions at a future point in time.
- The given Lease Rates do not include any provision for maintenance reserves.
- The given Lease Rates assume a sustained 2% annual inflation rate going forward.

Based on the stated assumptions, it is our opinion that the subject aircraft may command Future Nominal Lease Rates, in a Base scenario, in the order of:

Boeing 737 NG-800BCF, MSN 29670 Future Monthly Nominal Base Lease Rates	
Apr-2026	\$0.195m
Apr-2027	\$0.196m
Apr-2028	\$0.197m
Apr-2029	\$0.198m
Apr-2030	\$0.199m
Apr-2031	\$0.198m
Apr-2032	\$0.195m
Apr-2033	\$0.192m
Apr-2034	\$0.186m
Apr-2035	\$0.180m
Apr-2036	\$0.175m
Apr-2037	\$0.169m
Apr-2038	\$0.164m
Apr-2039	\$0.159m
Apr-2040	\$0.153m
Apr-2041	\$0.146m
Apr-2042	\$0.139m
Apr-2043	\$0.132m
Apr-2044	\$0.125m
Apr-2045	\$0.119m
Apr-2046	\$0.112m
Apr-2047	\$0.107m
Apr-2048	\$0.101m
Apr-2049	\$0.096m
Apr-2050	\$0.091m

ECONOMIC AND FUEL PRICE ASSUMPTIONS FOR FUTURE VALUES AND LEASE RATES

Economic Outlook

The economic development of the air transport industry and its associated assets is closely correlated with global and regional GDP growths. GDP growth drives travel demand, which increases passenger trips and seat-miles flown. This increased demand in turn drives airlines to increase capacity (supply), which implies a growing global fleet.

The equilibrium of supply and demand, both globally and in each region, impacts values of a given aircraft type that may be disproportionately concentrated in that region. However, global economic trends remain more relevant than regional economic trends for all commercial aircraft types, particularly as the global fleet has now become more evenly distributed globally.

The US dollar is the benchmark currency for the commercial aviation industry and remains the global bellwether, making the US economy most important in our consideration especially with regard to inflation.

For the Cirium Ascend Consultancy Base Value forecasts, we have referred to several sources including (but not limited to) the Economist Intelligence Unit (EIU), which provide near and long-term GDP forecasts. We have used the various data sources to derive an average sustained global GDP growth rate of 2.0% over a 20-year period benchmarked starting from 2019 (prior to COVID-19). This long-term GDP growth rate is slightly lower than what was used in previous years because the pandemic takes out some of the growth for a portion of the 20-year period.

Fuel Price & Fuel Related Cost Trends

Our aircraft value forecasts assume a 1.6% per annum increase in the cost of fuel consumption, in real terms. This figure is a combination of the projected jet fuel price trend as well as any future emissions charge trends that may come into force under international agreements, which would be directly proportional to the amount of fuel burned by most of the global fleet.

Our historical analysis indicates that real economic growth is the most significant driver of aircraft value retention because it drives demand for travel activity. Fuel price trends are a secondary driver of aircraft value retention because the cost of fuel accounts for a significant share of airline operating costs. The sensitivity of aircraft values to the cost of fuel tends to be higher for the older technology types, as well as the largest widebody aircraft operating on longer routes. Furthermore, our analysis indicates that aircraft values are influenced more by the rate of change of the fuel price than by the absolute cost.

Ascend has referred to the ICIS¹ Jet Fuel Forecast, which predicts that the price of jet fuel is expected to decrease by an average of 0.4% per annum in real terms over the next 20 years, benchmarked from mid-year 2019 prices, and supported by a long-term trend of increasing efficiency and reducing oil consumption.

However, with the Paris Accord being signed by almost all countries worldwide, the cost of fuel in a long-term forecast must also consider associated costs, namely emissions charges or jet fuel taxation. Currently, the cost to emit CO₂ is negligible, however we expect that over the long term, most of the world will follow through with commitments to reduce emissions.

Economists globally agree that the most effective way to reduce emissions of CO₂ and other greenhouse gases would be to enforce a price for emission, whether it is a traditional excise tax or an emissions trading system. The effect on the airline industry will be to increase the cost of burning jet fuel – whichever way it is implemented.

¹ ICIS is the world's largest petrochemical market information provider and a sister company of Cirium

The World Bank High-Level Commission on Carbon Prices estimated in May 2017 that “the explicit carbon-price level consistent with achieving the Paris temperature target is at least \$40-\$80 per tonne of CO₂ by 2020 and \$50-\$100 per tonne of CO₂ by 2030.” As of June 2020, EU Emissions Trading Scheme (ETS) certificate prices had almost recovered to levels seen before the Covid-19 pandemic started, strengthening our belief that the cost of burning fuel (including emissions component) will follow its long-term trend.

Therefore, we estimate that in the average scenario, the implementation of such CO₂ emission pricing, combined with the previously discussed 0.4% per annum long-term decrease in the real cost of the jet fuel itself, will result in a net 1.6% per annum increase in the overall cost of burning jet fuel over the next 20 years.

Forecast Methodology

The Cirium Ascend Consultancy Future Base Value model for commercial aircraft is based on econometric regression, with age, real economic growth, real fuel prices and position in the production cycle explaining a significant proportion of market value movements.

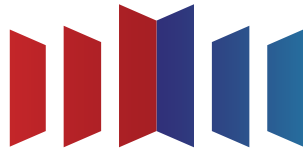
In statistical terms, this approach is “robust” and is well suited to longer-term projections.

The quantitative approach is balanced by a qualitative element which uses experience of the “Cirium Ascend Consultancy Values Review Board” and could focus upon such items as specifications, engine choice, and legislative issues – essentially factors which can impact values over and above macro considerations.

For aircraft types with no used sales history, we adopt an assimilation technique with predecessor type’s residual values performances offering the most reliable guide, at least until such time as the new aircraft has developed a statistically usable trading history.

SPECIFIC ASSUMPTIONS FOR FUTURE VALUES AND LEASE RATES

- The airframe manufacturer or type certificate holders will continue to support the aircraft effectively.
- The engine manufacturer will continue to support the engines effectively.
- The aircraft’s design and construction is such that, given typical utilisation and reasonable care and attention, it will not incur undue maintenance and overhaul costs in comparison with other aircraft of similar class and age.
- No new national legislation or other legislation will come into force, which could adversely affect the aircraft and therefore its value, based on the operating characteristics, age or other criteria.
- The aircraft under consideration is a typical airline example maintained in good condition and used in typical operations with an average utilisation and sector length, as might be expected for the class of aircraft.
- It is also assumed that the aircraft will not suffer any accidents, the result of which could adversely affect its future value.



MMAG

MMAG HOLDINGS BERHAD

(Registration No. 200301007003 (609423-V))
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting (“**EGM**”) of MMAG Holdings Berhad (“**MMAG**” or the “**Company**”) will be held at No. 3, Jalan TP 2, Taman Perindustrian UEP, 47600 Subang Jaya, Selangor Darul Ehsan on Tuesday, 14 October 2025 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 resolution with or without modifications:

ORDINARY RESOLUTION

PROPOSED ACQUISITION OF A BOEING 737-800BCF AIRCRAFT BEARING MANUFACTURER SERIAL NUMBER 29670 (“AIRCRAFT”) BY MMAG SKYASSETS LIMITED (AN INDIRECT WHOLLY-OWNED SUBSIDIARY OF MMAG) (“MMAG SKYASSETS”), FROM GASL IRELAND LEASING A-1 LIMITED (“GASL”) FOR A CASH CONSIDERATION OF USD25.90 MILLION (“PROPOSED ACQUISITION”)

“**THAT**, subject to the approvals of all relevant regulatory authorities being obtained upon terms and/or conditions acceptable to the Board of Directors of MMAG (“**Board**”), approval be and is hereby given to MMAG SkyAssets to acquire the Aircraft from GASL for a cash consideration of USD25.90 million (or equivalent to approximately RM109.85 million), subject to and upon the terms and conditions of the aircraft sale agreement dated 23 July 2025 entered between the MMAG SkyAssets and GASL;

AND THAT the Board be and is hereby empowered and authorised to take all such steps and do all acts, deeds and things to enter into any arrangements, transactions, agreements and/or undertakings and to execute, sign and deliver on behalf of the Company, all such documents as may be necessary, expedient and/or appropriate to implement and give full effect to the Proposed Acquisition with full powers to assent to any conditions, modifications, variations and/or amendments as the Board may in its absolute discretion deem fit, necessary, expedient, appropriate and/or as may be imposed or permitted by any relevant authorities in connection with the Proposed Acquisition and to do all such things as the Board may consider necessary or expedient in the best interest of the Company.”

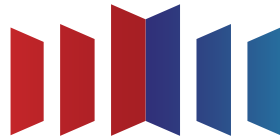
By Order of the Board

LIM SECK WAH (MAICSA 0799845) (SSM PC NO. 202008000054)
KONG MEI KEE (MAICSA 7039391) (SSM PC NO. 202008002882)
Company Secretaries

Kuala Lumpur
17 September 2025

Notes:

1. For the purpose of determining a member who shall be entitled to attend, speak and vote at the Extraordinary General Meeting, the Company shall be requesting the Record of Depositors of the Company as at 8 October 2025. Only a depositor whose name appears on the Record of Depositors of the Company as at 8 October 2025 shall be entitled to attend the said meeting or appoint proxies to attend, speak and vote of his/her stead.
2. A member entitled to attend, speak and vote at the meeting is entitled to appoint up to 2 proxies to attend, speak and vote on his/her stead. Where a member appoints 2 proxies, he shall specify the proportion of his shareholdings to be represented by each proxy. All voting will be conducted by way of poll.
3. Where a member is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, it may appoint at least 1 proxy in respect of each securities account it holds with ordinary shares in the Company standing to the credit of the said securities account.
4. Where a member is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in 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.
5. If the appointer is a corporation, the Proxy Form must be executed under its Common Seal or under the hand of its attorney duly authorised.
6. The Proxy Form must be deposited at our Company's Registered Office at Level 15-2, Bangunan Faber Imperial Court, Jalan Sultan Ismail, 50250 Kuala Lumpur or via electronic means through email to mega-sharereg@megacorp.com.my or via facsimile at 03-2732 5388 not later than 48 hours before the time appointed for holding the meeting or any adjournment thereof.
7. By submitting the duly executed Proxy Form, a member and his/her proxy consent to the Company (and/or its agents/service providers) collecting, using and disclosing the personal data therein in accordance with the Personal Data Protection Act 2010 for the meeting and any adjournment thereof.



MMAG

MMAG HOLDINGS BERHAD
(Registration No. 200301007003 (609423-V))
(Incorporated in Malaysia)

PROXY FORM

CDS Account No.					-														
No. of shares held																			

I/We _____
(FULL NAME IN BLOCK LETTERS)

(NRIC No./ Registration No./ Passport No. _____)

of _____
(FULL ADDRESS)

(Contact No. _____ and Email Address _____)

being a member/members of **MMAG HOLDINGS BERHAD** ("Company"), hereby appoint

Name of Proxy	NRIC No./ Passport No.	% of Shareholdings to be Represented
Address		
Contact No.	Email Address	

and/ or failing him/ her

Name of Proxy	NRIC No./ Passport No.	% of Shareholdings to be Represented
Address		
Contact No.	Email Address	

or failing him/her*, the CHAIRMAN OF THE MEETING as my/our* proxy to vote for me/us* on my/our* behalf at the Extraordinary General Meeting of the Company to be held at No. 3, Jalan TP 2, Taman Perindustrian UEP, 47600 Subang Jaya, Selangor Darul Ehsan on Tuesday, 14 October 2025 at 2.00 p.m. or any adjournment thereof.

My / our proxy is to vote as indicated below:

Resolution		For	Against
Ordinary Resolution	Proposed Acquisition		

Please indicate with "X" in the appropriate space how you wish your proxy to vote. If you do not indicate how you wish your proxy to vote on any resolution, the proxy shall vote as he thinks fit or, at his discretion, abstain from voting.

Dated this _____ day of _____ 2025.

*Signature of Member(s) / Common Seal of Shareholder

* Delete if not applicable

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Fold this flap for sealing

Then fold here

AFFIX
STAMP

The Company's Registered Office
MMAG HOLDINGS BERHAD
Registration No. 200301007003 (609423-V)
Level 15-2, Bangunan Faber Imperial Court
Jalan Sultan Ismail
50250 Kuala Lumpur

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