#### PRICING SUPPLEMENT



# ECO WORLD CAPITAL ASSETS BERHAD (Company No. 1189799-V)

SECOND ISSUANCE OF UNRATED MEDIUM TERM NOTES ("SECOND ISSUANCE MTNS") OF RM250.0 MILLION IN NOMINAL VALUE ("SECOND ISSUANCE") PURSUANT TO THE UNRATED MEDIUM TERM NOTE PROGRAMME OF RM500.0

MILLION IN NOMINAL VALUE ("MTN PROGRAMME")

Joint Lead Managers for the Second Issuance





CIMB INVESTMENT BANK BERHAD (COMPANY NO. 18417-M)

MAYBANK INVESTMENT BANK BERHAD (COMPANY NO. 15938-H)

The date of this Pricing Supplement is 5 August 2019

This document ("Pricing Supplement") is issued to give details of the second issuance of medium term notes ("Second Issuance MTNs") by ECO WORLD CAPITAL ASSETS BERHAD (Company No. 1189799-V) ("Issuer") under the medium term note programme of RM500,000,000.00 in nominal value ("MTN Programme").

This Pricing Supplement is to be read in conjunction with the terms and conditions of the MTNs (the "Conditions") set out in the trust deed dated 2 August 2017 made between the Issuer and Malaysian Trustees Berhad (Company No. 21666-V) as the trustee (the "Trustee"), which is made a part hereof as if set forth herein and all documents incorporated by reference therein (collectively, the "Trust Deed").

Full information on the Issuer and the offer of the Second Issuance MTNs is only available on the basis of this Pricing Supplement.

Unless otherwise defined in this Pricing Supplement, capitalised terms used herein have the same meaning as in the Conditions. In case of any conflict between the terms of the Pricing Supplement and the Conditions, the terms set forth in this Pricing Supplement shall govern.

The establishment of the MTN Programme and the Second Issuance MTNs have been duly authorised by the Issuer by way of the resolutions of the Board of Directors on 25 July 2017 and 27 June 2019 respectively.

The Issuer hereby acknowledges that it has authorised the Joint Lead Managers for the Second Issuance ("Joint Lead Managers") and/or its affiliates to circulate or distribute this Pricing Supplement on its behalf in respect of or in connection with the proposed offer or invitation to subscribe for and issue of the Second Issuance MTNs to prospective investors who fall within the ambit of the Selling Restrictions (as defined below) for the purpose of the sale of this Second Issuance MTNs pursuant to the Second Issuance described herein pursuant to the MTN Programme and that no further evidence of authorisation is required.

The Second Issuance MTNs are tradable and transferable subject to the following Selling Restrictions:

## Selling Restrictions at issuance

The Second Issuance MTNs may only be offered, sold, transferred or otherwise disposed directly or indirectly, to a person to whom an offer for subscription or purchase of, or invitation to subscribe for or purchase of the Second Issuance MTNs and to whom the Second Issuance MTNs are issued would fall within:

- (i) Part I of Schedule 6 (or Section 229(1)(b)) and Part I of Schedule 7 (or Section 230(1)(b)); read together with
- (ii) Schedule 9 (or Section 257(3))

of the Capital Markets and Services Act, 2007, ("CMSA") as amended from time to time, and such other selling restrictions as may be applicable outside Malaysia.

#### Selling Restrictions after issuance

The Second Issuance MTNs may only be offered, sold, transferred or otherwise disposed directly or indirectly, to a person to whom an offer for subscription or purchase of, or invitation to subscribe for or purchase of the Second Issuance MTNs and to whom the Second Issuance MTNs are issued would fall within:

- (i) Part I of Schedule 6 (or Section 229(1)(b)); read together with
- (ii) Schedule 9 (or Section 257(3))

of the CMSA as amended from time to time, and such other selling restrictions as may be applicable outside Malaysia.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Second Issuance MTNs or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

This Pricing Supplement is sent to selected persons who fall within the ambit of the Selling Restrictions. Any person who receives this Pricing Supplement who does not fall within the ambit of the Selling Restrictions must immediately notify the Joint Lead Managers and return this Pricing Supplement to the Joint Lead Managers or the Issuer.

In the event that there is any contravention of this confidentiality undertaking or there is reasonable likelihood that this confidentiality undertaking may be contravened, the Issuer may, at its discretion, apply for any remedy available to the Issuer whether at law, equity, including without limitation, injunctions. The Issuer is entitled to fully recover from the contravening party all costs, expenses and losses incurred and/or suffered, in this regard. For the avoidance of doubt, the recipient, the recipient's professional advisers, directors, employees and any other persons who may receive this Pricing Supplement or any part of it from the recipient shall be deemed to have agreed to abide by this confidentiality undertaking.

The recipient must return this Pricing Supplement and any other information in connection therewith to the Joint Lead Managers promptly upon the Joint Lead Managers' request.

THERE ARE RESTRICTIONS ON THE DISTRIBUTION OF THIS PRICING SUPPLEMENT AND THE OFFERING OR SALE OF THE MTN PROGRAMME IN MALAYSIA. PERSONS INTO WHOSE POSSESSION THIS PRICING SUPPLEMENT COMES INTO ARE REQUIRED BY THE ISSUER AND THE JOINT LEAD MANAGERS TO INFORM THEMSHELVES ABOUT AND TO OBSERVE SUCH RESTRICTIONS.

#### **Specific Final Terms**

The following items under this heading "Specific Final Terms" are the particular terms which relates to the Second Issuance MTNs to which this Pricing Supplement relate. In case

of any conflict between such terms and the terms and conditions set forth in the Conditions and/or Information Memorandum, the terms set forth in this Pricing Supplement shall govern.

| 1.  | Issuer   | : | ECO WORLD CAPITAL ASSETS BERHAD (Company No. 1189799-V).   |
|-----|--|---|--|
| 2.  | Series No.                                     | : | 2.   |
| 3.  | Nominal Value                                  | : | Ringgit two hundred and fifty million only (RM 250,000,000.00).  |
| 4.  | Issue Date                                     | : | 13 August 2019.  |
| 5.  | Tenure   | : | 5 years.   |
| 6.  | Maturity Date                                  | : | 13 August 2024.  |
| 7.  | Yield  | ì | 6.10% per annum. The yield is calculated as at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.  |
| 8.  | Coupon Rate                                    | • | Six point one per cent (6.10 %) per annum.   |
| 9.  | Joint Lead Managers for<br>the Second Issuance | : | (i) CIMB INVESTMENT BANK BERHAD; and (ii) MAYBANK INVESTMENT BANK BERHAD.  |
| 10. | Utilisation of proceeds                        | : | General corporate purposes and/or to refinance any existing or for future financing of Eco World Development Group Berhad and/or its subsidiaries ("EcoWorld Malaysia Group") and/or joint ventures which the EcoWorld Malaysia Group is a party to. |
| 11. | Credit Rating                                  | • | Not rated.   |
| 12. | Other conditions                               | : | Please refer to the Conditions for the other terms and conditions applicable to the MTNs.  |

### PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprise the final terms required for the issue of the Second Issuance MTNs pursuant to the Second Issuance described herein pursuant to the MTN Programme.

#### RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement. The Issuer confirms that having made all enquiries as were reasonable, the information contained in this Pricing Supplement is in accordance with the facts and is not false, misleading or contain any material omission.

The Issuer confirms that where information has been sourced or extracted from third parties, the Issuer confirms that to the best of their knowledge and belief, and as far as they are able to ascertain from such information, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed on behalf of

ECO WORLD CAPITAL ASSETS BERHAD

(Company No. 1189799-V)

By: .....