

## PRICING SUPPLEMENT



**DRB-HICOM BERHAD**  
(Registration No. 199001011860 (203430-W))

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**ISLAMIC MEDIUM TERM NOTES PROGRAMME OF UP TO  
RINGGIT MALAYSIA THREE BILLION FIVE HUNDRED MILLION  
(RM3,500,000,000.00) IN NOMINAL VALUE UNDER THE SHARIAH PRINCIPLE OF  
WAKALAH BI AL-ISTITHMAR**

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Series No. 1

Issue of Ringgit Malaysia One Billion Five Hundred Million (RM1,500,000,000.00) in Nominal Value of Sukuk Wakalah Under the Sukuk Wakalah Programme

**Joint Principal Advisers / Joint Lead Arrangers / Joint Lead Managers**



**Maybank Investment Bank Berhad**  
(Registration No. 197301002412 (15938-H))



**RHB Investment Bank Berhad**  
(Registration No. 197401002639 (19663-P))

**This Pricing Supplement is dated 6 December 2019**

This document ("**Pricing Supplement**") is issued to give details of an issue of Sukuk Wakalah of RM1,500,000,000.00 in Nominal Value ("**Sukuk Wakalah**") by **DRB-HICOM Berhad** (Registration No. 199001011860 (203430-W)) ("**Issuer**") under the Sukuk Wakalah Programme of up to RM3,500,000,000.00 in Nominal Value ("**Sukuk Wakalah Programme**").

This Pricing Supplement is to be read in conjunction with the terms and conditions of the Sukuk Wakalah as set out in the Trust Deed dated 14 November 2019 made between the Issuer and Malaysian Trustees Berhad (Registration No. 197501000080 (21666-V)) in its capacity as trustee for the Sukukholders ("**Sukuk Trustee**") ("**Trust Deed**", which expression shall include the amendments made pursuant to any amendment(s) or variation(s) thereof and addition(s) thereto and any other instrument(s) executed supplemental thereto or in substitution thereof), which is made a part hereof as if set forth herein and all documents incorporated by reference therein.

Full information on the Issuer and the offer of the Sukuk Wakalah is only available on the basis of a combination of this Pricing Supplement and the information memorandum for the Sukuk Wakalah Programme dated 25 October 2019 ("**Information Memorandum**") (as may be supplemented from time to time).

Unless otherwise defined in this Pricing Supplement, capitalised terms used herein have the same meaning as in the Trust Deed. In case of any conflict between the Specific Terms (as defined herein) set forth herein and the terms and conditions set forth in the Trust Deed and/or the Information Memorandum, the Specific Terms set forth herein shall govern for the purpose of the Sukuk Wakalah.

The establishment of the Sukuk Wakalah Programme and the issuance of the Sukuk Wakalah under the Sukuk Wakalah Programme have been duly authorised by the Issuer by way of the resolution of its board of directors passed on 23 August 2019.

The Issuer hereby acknowledges that it has authorised the Joint Lead Managers and/or their respective 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 Sukuk Wakalah only to prospective investors who fall within the ambit of the Selling Restrictions (as defined herein) for the purpose of the sale of the Sukuk Wakalah described herein pursuant to the Sukuk Wakalah Programme and that no further evidence of authorisation is required.

The Sukuk Wakalah are tradable and transferable subject to the selling restrictions below ("**Selling Restrictions**"):

#### **Selling restrictions at issuance**

The Sukuk Wakalah may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to persons falling within Part I of Schedule 6 and Part I of Schedule 7, read together with Schedule 9 of the Capital Markets And Services Act 2007 (as amended from time to time) ("**CMSA**").

#### **Selling restrictions after issuance**

The Sukuk Wakalah may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to persons falling within Part I of Schedule 6, read together with Schedule 9 of the CMSA.

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 Sukuk Wakalah or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

This Pricing Supplement and its contents are strictly confidential and are made strictly on the basis that the recipient shall ensure that they will remain confidential. Accordingly, this Pricing Supplement and its contents, or any information, which is made available in connection with any further enquiries, must be held in complete confidence.

This Pricing Supplement is sent to the 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 SUKUK WAKALAH IN MALAYSIA. PERSONS INTO WHOSE POSSESSION THIS PRICING SUPPLEMENT COMES INTO ARE REQUIRED BY THE ISSUER AND THE JOINT LEAD MANAGERS TO INFORM THEMSELVES ABOUT AND TO OBSERVE SUCH RESTRICTIONS.**

## PRICING SUPPLEMENT NO: 1

### SPECIFIC TERMS

The following items under this heading "**Specific Terms**" are the particular terms which relates to the Sukuk Wakalah to which this Pricing Supplement relate. In case of any conflict between the Specific Terms set forth herein and the terms and conditions set forth in the Trust Deed and/or the Information Memorandum, the Specific Terms set forth herein shall govern for the purpose of the Sukuk Wakalah.

1.	Series No.:	:	1
2.	Tranche	:	Tranche 1, 2, 3 and 4
3.	Nominal Value	:	Tranche 1 : RM250.0 million Tranche 2 : RM300.0 million Tranche 3 : RM250.0 million Tranche 4 : RM700.0 million
4.	Issue Price	:	Tranche 1 : RM250.0 million Tranche 2 : RM300.0 million Tranche 3 : RM250.0 million Tranche 4 : RM700.0 million
5.	Issue Date	:	12 December 2019
6.	Tenure	:	Tranche 1 : Three (3) years Tranche 2 : Five (5) years Tranche 3 : Seven (7) years Tranche 4 : Ten (10) years
7.	Maturity Date	:	Tranche 1 : 12 December 2022 Tranche 2 : 12 December 2024 Tranche 3 : 11 December 2026 Tranche 4 : 12 December 2029
8.	Mode of issue	:	Book Building
9.	Yield-to-maturity	:	Tranche 1 : 4.15% per annum Tranche 2 : 4.55% per annum Tranche 3 : 4.85% per annum Tranche 4 : 5.10% per annum
10.	Periodic Distribution Rate, if applicable	:	Tranche 1 : 4.15% per annum Tranche 2 : 4.55% per annum Tranche 3 : 4.85% per annum Tranche 4 : 5.10% per annum
11.	Periodic Distribution Period, if applicable	:	Semi-annual
12.	First Periodic Distribution Date	:	12 June 2020

13.	Purpose of utilisation	:	<p>The proceeds from the Sukuk Wakalah will be utilised for the following Shariah-compliant purposes:</p> <ol style="list-style-type: none"> <li>(1) refinance the existing financing/ borrowings of the Issuer Group;</li> <li>(2) finance the Issuer's capital expenditure and working capital requirements and/or investments as well as for general corporate purposes which shall be Shariah-compliant; and</li> <li>(3) pay all fees and expenses in connection with the Sukuk Wakalah Programme.</li> </ol>
14.	Credit rating	:	<p>A+<sub>IS</sub> (Positive) by <b>MALAYSIAN RATING CORPORATION BERHAD</b> (Registration No. 199501035601 (364803-V))</p>
15.	Other terms or special conditions	:	<p>Not applicable</p>

## PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the Specific Terms required for the issue of the Sukuk Wakalah described herein pursuant to the Sukuk Wakalah Programme.

## RESPONSIBILITY

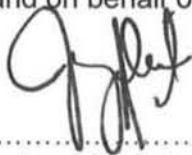
The Issuer accepts responsibility for the information contained in this Pricing Supplement. The Issuer confirms that having made all enquiries as were reasonable, the information contained in this Pricing Supplement is in accordance with the facts and is not false, misleading or contain any material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

The Issuer confirms that where information has been sourced or extracted from third parties, the Issuer confirms that to the best of its knowledge and belief, and as far as it is able to ascertain from such information and without any independent verification having been conducted on the same, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Yours faithfully,

For and on behalf of **DRB-HICOM BERHAD** (Registration No. 199001011860 (203430-W))

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DJ



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Authorised Signatory

Name: Dato' Jezilee Mohamad Kadir  
Designation: Chief Operating Office:  
Corporate Services