

PRICING SUPPLEMENT



UZMA BERHAD
(Registration No. 200701011861 (769866-V))

Tranche 1

Issuance of RM42.25 million in nominal value of Perpetual Sukuk Musharakah pursuant to an unrated Perpetual Sukuk Musharakah Programme of RM300.0 Million

Lead Arranger



RHB INVESTMENT BANK BERHAD
(Registration No. 197401002639 (19663-P))

Joint Lead Managers



AMINVESTMENT BANK BERHAD
Registration No. 197501002220 (23742-V)



RHB INVESTMENT BANK BERHAD
Registration No. 197401002639 (19663-P)

The date of this Pricing Supplement is 20 April 2021

This document ("**Pricing Supplement**") is issued to give details of the proposed issue of Tranche 1 of Perpetual Sukuk Musharakah of RM42.25 million in nominal value ("**Subject Perpetual Sukuk Musharakah**") pursuant to an unrated Perpetual Sukuk Musharakah Programme of RM300.0 Million ("**Perpetual Sukuk Musharakah Programme**") by **Uzma Berhad** (Registration No. 200701011861 (769866-V)) ("**Uzma**" or "**Issuer**").

This Pricing Supplement is to be read in conjunction with the terms and conditions of the Perpetual Sukuk Musharakah ("**Conditions**") set out in the trust deed made between the Issuer and Malaysian Trustees Berhad (Registration No. 197501000080 (21666-V)) as the sukuk trustee ("**Sukuk Trustee**"), which is made a part hereof as if set forth herein and all documents incorporated by reference therein (collectively, the "**Trust Deed**"). Unless otherwise defined in this Pricing Supplement, capitalised terms used herein have the same meaning as in the Conditions.

The Issuer has authorised the 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 Subject Perpetual Sukuk Musharakah only to prospective investors who fall within the ambit of the Selling Restrictions for the purpose of the sale of the Subject Perpetual Sukuk Musharakah and that no further evidence of authorisation is required.

This Pricing Supplement is for information purposes only and does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction.

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 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.

This Pricing Supplement or any document delivered under or in relation to the issue, offer and sale of the Perpetual Sukuk Musharakah is not, and should not be construed as, a recommendation by the Issuer, the Joint Lead Managers or any other party to the recipient to subscribe for or purchase the Perpetual Sukuk Musharakah. This Pricing Supplement is not a substitute for, and should not be regarded as, an independent evaluation and analysis and does not purport to be all inclusive. Each recipient is solely responsible for seeking all appropriate expert advice as to the laws of all jurisdictions to which it is subject. Each recipient should perform and is deemed to have made its own independent investigation and analysis of the Issuer, the Perpetual Sukuk Musharakah and all other relevant matters, and each recipient should consult its own professional advisers.

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 PERPETUAL SUKUK MUSHARAKAH IN MALAYSIA. PERSONS INTO WHOSE POSSESSION THIS PRICING SUPPLEMENT COMES ARE REQUIRED BY THE ISSUER AND THE JOINT LEAD MANAGERS TO INFORM THEMSELVES ABOUT AND TO OBSERVE SUCH RESTRICTIONS. FOR A DESCRIPTION OF THE RESTRICTIONS ON THE OFFERING AND SALE OF PERPETUAL SUKUK MUSHARAKAH AND ON DISTRIBUTION OF THIS PRICING SUPPLEMENT IN MALAYSIA, PLEASE REFER TO THE “SELLING RESTRICTIONS” IN THE TRUST DEED.

Specific Final Terms

The following items under this heading “**Specific Final Terms**” are the particular terms which relate to the Subject Perpetual Sukuk Musharakah to which this Pricing Supplement relates.

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| 1. | Issuer | : | Uzma Berhad |
| 2. | Tranche | : | 1 |
| 3. | Nominal Amount | : | RM42.25 million |
| 4. | Issue Date | : | 30 April 2021 |
| 5. | Tenure | : | Perpetual |
| 6. | First Call Date | : | 30 April 2024 |
| 7. | Call Date | : | First Call Date and each Periodic Distribution Date thereafter. |
| 8. | Periodic Distribution Frequency | : | Semi-annual |
| 9. | Initial Periodic Distribution Rate | : | 6.30% per annum (“ p.a. ”) |
| 10. | Initial Spread | : | 4.182% p.a. |
| 11. | Relevant MGS Rate | : | 2.118% p.a. |
| 12. | Reset Period | : | On the First Call Date and every 3 years thereafter |
| 13. | Relevant Reset Periodic Distribution Rate | : | Prevailing 3-year Malaysian Government Securities (“ MGS ”) + Initial Spread + Step-Up Margin |
| 14. | Step-Up Margin | : | 2.5% p.a. after the First Call Date and an additional 1.0% p.a. thereafter on each anniversary of the First Call Date, subject to the Maximum Rate not exceeding 20% p.a. |

15. **Margin in relation to the Make-Whole Amount** : Relevant MGS Rate + 3.137%
16. **Utilisation of Proceeds** : The proceeds raised from the issuance of the Subject Perpetual Sukuk Musharakah shall be utilised by Uzma Group for the following Shariah-compliant purposes:
- (i) to finance capital expenditure for the PWIM Contract (as defined in item 22 below);
 - (ii) to finance working capital requirements of Uzma Group;
 - (iii) to repay existing borrowings of Uzma Group;
 - (iv) to defray fees, costs and expenses in relation to the issuance of the Perpetual Sukuk Musharakah and the establishment of the Perpetual Sukuk Musharakah Programme; and
 - (v) to prefund the Reserve Account – Tranche 1 (as defined in item 19 below) which amount in aggregate shall be equivalent to one (1) Expected Periodic Distribution Amount.
17. **Guarantee** : An unsubordinated guarantee entered into by Uzma Engineering Sdn Bhd (“**UESB**”) in favour of the Security Trustee.
18. **Guarantor** : UESB.
19. **Security** : (a) a first legal charge and assignment over the reserve account opened or to be opened by Uzma with RHB Islamic Berhad in connection with Tranche 1 of the Perpetual Sukuk Musharakah (the “**Reserve Account – Tranche 1**”);
- (b) a first legal charge and assignment over the revenue account opened or to be opened by UESB with RHB Islamic Berhad in connection with Tranche 1 of the Perpetual Sukuk Musharakah (the “**Revenue Account**”); and
- (c) a first legal charge in respect of all monies (“**Contract Proceeds**”) payable to UESB (the

“**Contract Party**”) under the Contracts (as defined in item 22 below).

20. Security Parties : (a) Uzma; and

(b) UESB.

21. Designated Accounts : The Designated Accounts for Tranche 1 are as follows:

Reserve Account – Tranche 1

Name of account	Reserve Account – Tranche 1
Parties responsible for opening the account	Issuer
Parties responsible for maintaining/operating the account	Security Trustee
Signatories to the account	Security Trustee
Sources of funds	<p>The Issuer shall deposit and maintain or cause to be deposited:</p> <p>(a) the transfer of monies from the Revenue Account;</p> <p>(b) monies to fund the build-up of the Sinking Fund Balance for the principal amount of the Subject Perpetual Sukuk Musharakah and the immediate next Expected Periodic Distribution Amount payable under the Subject Perpetual Sukuk Musharakah; and</p> <p>(c) proceeds, income and/or profit earned from Permitted Investments.</p>

	<p>The Issuer shall maintain and/or build up the Sinking Fund Balance as follows:</p> <p>(a) on or prior to the date of issuance of the Subject Perpetual Sukuk Musharakah, an amount equivalent to the immediate next Expected Periodic Distribution Amount payable under the Subject Perpetual Sukuk Musharakah;</p> <p>(b) an amount equivalent to 100% of the nominal value of the Subject Perpetual Sukuk Musharakah outstanding prior to the First Call Date in accordance with the Sinking Fund Top Up Schedule set out in item 24 below.</p> <p>The monies to be deposited into the Reserve Account – Tranche 1 will be from the Revenue Account, or, if there are insufficient funds in the Revenue Account to meet the Sinking Fund Balance, internally generated funds of Uzma Group.</p> <p>The Security Trustee shall upon the occurrence of a Sinking Fund Event, notify the Issuer within five (5) business days from the date of such occurrence.</p>
Utilisation of funds	<p>The monies standing to the credit of the Reserve Account – Tranche 1 may only be utilised as follows:</p>

	<p>(a) to redeem the Subject Perpetual Sukuk Musharakah pursuant to (i) an Optional Redemption; (ii) an Accounting Event Redemption; (iii) a Tax Event Redemption; (iv) a Sinking Fund Event Redemption; (v) a Privatisation Event Redemption; (vi) a Leverage Event Redemption; (vii) a Shareholder Event Redemption; and/or (viii) a Change in Control Event Redemption;</p> <p>(b) to pay any shortfall in the Expected Periodic Distribution Amount under the Subject Perpetual Sukuk Musharakah;</p> <p>(c) to pay any shortfall in any other payment obligations under the Subject Perpetual Sukuk Musharakah;</p> <p>(d) for the transfer of any amounts in excess of the Sinking Fund Balance to the Issuer. For the purposes of this paragraph, the excess of the Sinking Fund Balance shall refer to (i) any excess amounts after 100% of the nominal value of the Subject Perpetual Sukuk Musharakah outstanding has been deposited into the Reserve Account –</p>
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	<p>Tranche 1 prior to the First Call Date and an amount equivalent to the immediate next Expected Periodic Distribution Amount payable under the Subject Perpetual Sukuk Musharakah is maintained in the Reserve Account – Tranche 1 <u>or</u> (ii) where there has been a Discharge of Charge (as defined in item 25 below), any excess amounts after 100% of the nominal value of the Subject Perpetual Sukuk Musharakah outstanding has been deposited into the Reserve Account – Tranche 1 prior to the First Call Date and an amount equivalent to the aggregate Expected Periodic Distribution Amounts payable and unpaid up to the First Call Date under the Subject Perpetual Sukuk Musharakah is maintained in the Reserve Account – Tranche 1; and</p> <p>(e) for Permitted Investments.</p> <p>For the avoidance of doubt, where the Issuer exercises its right of redemption and utilises the amounts in the Reserve Account – Tranche 1 under item (a) above in respect of all outstanding Subject Perpetual Sukuk Musharakah (and not part thereof only), all monies in the Reserve Account – Tranche</p>
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	<p>1 can be applied towards payment of the relevant redemption sum.</p> <p>In the event funds are withdrawn from Reserve Account – Tranche 1 to meet the payment of Expected Periodic Distribution Amount in accordance with item (b) above, the Issuer must replenish such funds within fifteen (15) business days from the date such funds were withdrawn.</p>
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Revenue Account

Name of account	Revenue Account
Parties responsible for opening the account	Contract Party
Parties responsible for maintaining/operating the account	Security Trustee
Signatories to the account	Security Trustee
Sources of funds	<p>The Contract Party shall deposit and maintain or cause to be deposited:</p> <p>(a) the Contract Proceeds received by the Contract Party pursuant to the Contracts set out in item 22 below; and</p> <p>(b) proceeds, income and/or profit earned from Permitted Investments.</p>
Utilisation of funds	<p>The monies standing to the credit of the Revenue Account may only be utilised as follows:</p> <p>(a) the transfer of 100% of</p>

	<p>the Contract Proceeds to the Reserve Account – Tranche 1 to meet the Sinking Fund Balance.</p> <p>The funds to be transferred to the Reserve Account – Tranche 1 to meet the Sinking Fund Top Up Schedule shall be equivalent to the amount required for such purpose and shall be deposited into the Reserve Account – Tranche 1 at least one (1) week prior to the required Date of Deposit as stated under the Sinking Fund Top Up Schedule; and</p> <p>(b) for Permitted Investments.</p>
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22. **Contract(s)** : The following contracts:

- (i) the Letter of Award dated 12 November 2020 issued by Petronas Carigali Sdn Bhd (“**PCSB**”) to UESB and the Provision of Service Contract for Design, Engineering, Fabrication, Hook-up, Commissioning, Operation, Maintenance and Decommissioning of Portable Water Injection Module (PWIM) to be entered into between PCSB and UESB (“**PWIM Contract**”), with an estimated contract value of RM31.174 million over 3 years;
- (ii) the Letter of Award dated 28 December 2020 issued by PTTEP HK Offshore Limited, PTTEP Sarawak Oil Limited and PTTEP Sabah Oil Limited (collectively, “**PTTEP**”) to UESB and the contract for the Provision of Core Analysis Services for PTTEP Malaysia Operations to be entered into between PTTEP and UESB with an estimated contract value of

RM20.335 million over 3 years; and

- (iii) such other contract(s) entered into by UESB in substitution of any of the Contracts (“**Substitute Contract(s)**”), with the aggregate of Contract Proceeds payable to UESB under the Substitute Contract(s) being not less than the aggregate of Contract Proceeds payable to UESB under the terminated Contracts being substituted by such Substitute Contract(s).

(collectively, the “**Contracts**”).

23. **Contract Party(ies)** : UESB.

24. **Sinking Fund Top-Up Schedule** :

Date of Deposit	Required Build-Up
6 months prior to the First Call Date	50% of the nominal value of the Subject Perpetual Sukuk Musharakah then outstanding
3 months prior to the First Call Date	75% of the nominal value of the Subject Perpetual Sukuk Musharakah then outstanding
1 month prior to the First Call Date	100% of the nominal value of the Subject Perpetual Sukuk Musharakah then outstanding

25. **Other terms or special conditions** : **Additional Condition Precedent to Issuance**

All irrevocable letters of instruction from UESB to the counterparties of the Contracts for the remittance of the Contract Proceeds into the Revenue Account (“**Letters of Instruction**”) and acknowledgements of the Letters of Instruction from the counterparties of the Contracts shall have been issued or received, as the case may be.

Discharge of Charge over Contract Proceeds

The Issuer may request for the discharge of the charge over the Contract Proceeds as security for the Subject Perpetual Sukuk Musharakah (“**Discharge of Charge**”) provided that:

- (a) the nominal value of the Subject Perpetual Sukuk Musharakah outstanding has been deposited into the Reserve Account – Tranche 1; and
- (b) an amount equivalent to the aggregate Expected Periodic Distribution Amounts for the Subject Perpetual Sukuk Musharakah payable and unpaid up to the First Call Date is maintained in the Reserve Account – Tranche 1.

Upon the Discharge of Charge, the Subject Perpetual Sukuk Musharakah shall be secured by the assignment and charge over the Reserve Account – Tranche 1 and the assignment and charge over the Revenue Account.

Substitution of Contract(s)

UESB shall replace any of the Contract(s) set out in item 22 above in the event any of the Contract(s) are terminated during the tenure of the Subject Perpetual Sukuk Musharakah within thirty (30) days from the date of the termination of the Contract(s) (“**Substitution Period**”), and:

- (a) the aggregate of Contract Proceeds payable to UESB under the Substitute Contract(s) shall be no less than the aggregate of Contract Proceeds payable to UESB under the Contract(s) being substituted by the Substitute Contract(s);
- (b) the aggregate of Contract Proceeds payable to UESB under the Substitute Contract(s) and the other remaining Contract(s) shall be sufficient to meet the Sinking Fund Balance in accordance with the Sinking Fund Top-Up Schedule;
- (c) the Issuer and/or UESB shall provide at least seven (7) business days’ prior notice of such

substitution to the Security Trustee and the Sukuk Trustee; and

- (d) the Issuer and/or UESB shall procure that the Letters of Instruction and acknowledgements of the Letters of Instruction from the counterparties of the Substitute Contract(s) are issued or received, as the case may be.

In the event a terminated Contract is not substituted with a Substitute Contract within the Substitution Period, the Periodic Distribution Rate shall be increased by three percent (3%) per annum above the prevailing Periodic Distribution Rate with effect from the expiry of the Substitution Period. Upon the substitution of the terminated Contract with a Substitute Contract, the Periodic Distribution Rate shall revert to the prevailing Periodic Distribution Rate with effect from the day immediately after the effective date of the substitution of that Contract.

Conflict-of Interest

AmInvestment Bank confirms that there are no conflicts of interests as the proceeds of the issuance shall not be used for settlement of any existing facilities with AmBank Group and there are no connected parties transactions under this Perpetual Sukuk Musharakah Programme.

RESPONSIBILITY

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

For and on behalf of

UZMA BERSHAD

(Registration No. 200701011861 (769866-V))


Name : Dato' Kamarul Redzuan Bin Muhamed
Designation : Managing Director/Chief Executive Officer