

**Pricing Supplement dated 11 March 2022**

**CENVIRO SDN BHD**  
**(Registration No. 199601003359 (375705-V))**  
**SUKUK WAKALAH PROGRAMME OF RM500.0 MILLION IN NOMINAL VALUE**

**Tranche No. 2**

**Issue of RM125,000,000.00 Nominal Value of Sukuk Wakalah**

This document (“**Pricing Supplement**”) is issued to give details of an issue of Sukuk Wakalah under the Sukuk Wakalah Programme by **CENVIRO SDN BHD** (Registration No. 199601003359 (375705-V)) (“**Issuer**”).

This Pricing Supplement is to be read in conjunction with the terms and conditions of the Sukuk Wakalah (“**Conditions**”) set out in the trust deed dated 28 February 2022 made between the Issuer and **MALAYSIAN TRUSTEES BHD** (Registration No. 197501000080 (21666-V)) as the 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 the words and expressions defined in the Conditions (as set out in Schedule 4 (*Conditions*) of the Trust Deed).

The establishment of the Sukuk Wakalah Programme and the issuance of the Sukuk Wakalah under the Sukuk Wakalah Programme has each been duly authorised by a resolution of the Board of Directors’ of the Issuer passed on 17 September 2021 and 23 November 2021.

The Issuer has authorised **RHB INVESTMENT BANK BERHAD** (Registration No. 197401002639 (19663-P)) (“**Lead Manager**”) 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 to prospective investors who fall within the ambit of the Selling Restrictions for the purpose of the offer for subscription and issue of the Sukuk Wakalah described herein pursuant to the Sukuk Wakalah Programme 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 Lead Manager and return this Pricing Supplement to the Lead Manager 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 Lead Manager promptly upon the Lead Manager's request.

The Trust Deed and the supplemental(s) to the Trust Deed (if any) is/are available for viewing during normal business hours at the registered office of the Issuer at 13-1, Mercu UEM, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Wilayah Persekutuan.

**\*THE DISTRIBUTION OF THIS PRICING SUPPLEMENT AND THE OFFERING OR ISSUANCE OF THE SUKUK WAKALAH IS SUBJECT TO THE SELLING RESTRICTIONS. PERSONS INTO WHOSE POSSESSION THIS PRICING SUPPLEMENT COMES INTO ARE REQUIRED BY THE ISSUER, THE LEAD ARRANGER AND THE LEAD MANAGER TO INFORM THEMSELVES ABOUT AND TO OBSERVE SUCH RESTRICTION. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON OFFERS AND ISSUANCE OF THE SUKUK WAKALAH AND ON DISTRIBUTION OF THIS PRICING SUPPLEMENT, SEE "SELLING RESTRICTIONS" IN THE TRUST DEED.**

This document constitutes the Pricing Supplement relating to the issue of Sukuk Wakalah under the Sukuk Wakalah Programme. Terms used herein shall be deemed to be defined under the principal terms and conditions for the Sukuk Wakalah Programme.

**Pricing Supplement No.** : 2

**Tranche No.** : 2

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|---|----------|---|
| <b>1. Issuer</b>  | <b>:</b> | <b>CENVIRO SDN BHD</b><br>(Registration No. 199601003359 (375705-V))                  |
| <b>2. Name of Sukuk Wakalah</b><br><i>(if applicable)</i>   | <b>:</b> | Sustainability-Linked Sukuk Wakalah   |
| <b>3. Applicable Sustainability Frameworks / Sustainability-Linked Principles</b><br><i>(if applicable)</i> | <b>:</b> | Sustainability-Linked Bond Principles by the International Capital Market Association |
| <b>4. Nominal Value</b>   | <b>:</b> | RM125,000,000.00  |
| <b>5. Issue Price</b>   | <b>:</b> | RM125,000,000.00  |
| <b>6. Tenure of Sukuk Wakalah</b>   | <b>:</b> | 12 years  |
| <b>7. Periodic Distribution Rate (%)</b><br><i>(if applicable)</i>  | <b>:</b> | Please refer to the Tranche 2 Deed of Covenant.                                       |
| <b>8. Frequency of Periodic Distributions</b><br><i>(if applicable)</i>                                     | <b>:</b> | Please refer to the Issue Request(s) issued or to be issued in relation to Tranche 2. |
| <b>9. Ceiling Rate (%)</b><br><i>(if applicable)</i>  | <b>:</b> | Please refer to the Issue Request(s) issued or to be issued in relation to Tranche 2. |

10. **Details on Utilisation of Proceeds** : To finance up to RM125,000,000.00 or at 75% margin of finance of the total project cost, whichever is lower, for the construction or development of the new Satellite Waste Management Centre project in Pengerang, Johor undertaken by Cenviro (Johor) Sdn Bhd (“**CJSB**”).
11. **Issue Date** : 1<sup>st</sup> issuance date – 16 March 2022
12. **Tenure** : 12 years
13. **Scheduled Dissolution Date** : 16 March 2034
14. **Principal Instalments (if applicable)** : Please refer to the Tranche 2 Deed of Covenant.
15. **Details of applicable assets charged or to be charged under the Tranche Security (if applicable)** : Please refer to the Tranche 2 Deed of Covenant.
16. **List of Tranche Security to secure the Tranche of Sukuk Wakalah (if applicable)** : Please refer to the Tranche 2 Deed of Covenant.
17. **Details of Designated Accounts applicable to the Tranche of Sukuk Wakalah (if applicable)** : Please refer to the Tranche 2 Deed of Covenant.
18. **Additional Positive Covenants applicable to the Tranche of Sukuk Wakalah** : Please refer to the Tranche 2 Deed of Covenant.
19. **Additional Negative Covenants applicable to the Tranche of Sukuk Wakalah** : Please refer to the Tranche 2 Deed of Covenant.
20. **Additional Information Covenants applicable to the Tranche of Sukuk Wakalah** : Please refer to the Tranche 2 Deed of Covenant.
21. **Additional Financial Covenants applicable to the Tranche of Sukuk Wakalah** : Please refer to the Tranche 2 Deed of Covenant.
22. **Additional Representation and Warranties applicable to** : Please refer to the Tranche 2 Deed of Covenant.

**the Tranche of Sukuk  
Wakalah**

23. **Additional Dissolution Events applicable to the Tranche of Sukuk Wakalah** : Please refer to the Tranche 2 Deed of Covenant.
24. **KPIs and SPTs applicable to the Tranche of Sukuk Wakalah (if applicable)** : Please refer to the Tranche 2 Deed of Covenant
25. **Types of temporary placement for the balance of unallocated net proceeds (where applicable for ASEAN Green Sukuk/ SRI Sukuk Wakalah/ ASEAN Green SRI Sukuk Wakalah)** : Please refer to the Tranche 2 Deed of Covenant.
26. **Other Conditions** : Please refer to the Tranche 2 Deed of Covenant.

**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 and there is no omission of any material information.

Signed on behalf of the Issuer:

By :   
Duly authorised signatory  
Name: **Johari bin Jalil**  
NRIC No.: **670911-10-5421**  
Designation: **Managing Director**