

# **PRICING SUPPLEMENT**

**KWASA UTAMA SDN BHD**  
**(Registration No. 201401013872 (1089957-K))**

AN UNRATED ISLAMIC MEDIUM TERM NOTES (“**SUKUK WAKALAH**”) PROGRAMME OF  
RM1.5 BILLION IN NOMINAL VALUE BASED ON THE SHARIAH PRINCIPLE OF  
WAKALAH BI AL-ISTITHMAR (“**SUKUK WAKALAH PROGRAMME**”)

**Tranche No.: 1**

**Series No.: 1**

**Lead Arranger / Lead Manager**



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

The date of this Pricing Supplement is 23 March 2023

**The aggregate Nominal Value of Sukuk Wakalah issued or to be issued under this tranche shall not exceed the Nominal Value as stated below.**

This document ("**Pricing Supplement**") is issued to give details of the proposed issue of Tranche 1 of Sukuk Wakalah of Ringgit Malaysia Six Hundred and Fifty Million (RM650,000,000.00) in nominal value ("**Sukuk Wakalah**") by **KWASA UTAMA SDN BHD (Registration No. 201401013872 (1089957-K))** ("**KUSB**" or the "**Issuer**") under the Sukuk Wakalah Programme.

This Pricing Supplement is to be read in conjunction with the terms and conditions of the Sukuk Wakalah ("**Conditions**") as set out in the Trust Deed dated 8 February 2023 made between the Issuer and Amanahraya Trustees Berhad (**Registration No. 200701008892 (766894-T)**) 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 in the Conditions.

The Issuer hereby acknowledges that it has authorised the Lead Manager to circulate or distribute this Pricing Supplement on their 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 investor(s) who fall within the ambit of the Selling Restrictions (as defined in the Trust Deed) for the purpose of the sale of Sukuk Wakalah under this tranche described herein pursuant to the Sukuk Wakalah Programme and that no further evidence of authorisation is required.

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 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 DISTRIBUTION OF THIS PRICING SUPPLEMENT AND THE OFFERING OR SALE OF THE SUKUK WAKALAH IN JURISDICTIONS OTHER THAN MALAYSIA IS RESTRICTED. PERSONS INTO WHOSE POSSESSION THIS PRICING SUPPLEMENT COMES INTO ARE REQUIRED BY THE ISSUER AND THE LEAD MANAGER TO INFORM THEMSELVES ABOUT AND TO OBSERVE SUCH RESTRICTION. FOR A**

**DESCRIPTION OF CERTAIN RESTRICTIONS ON OFFERS AND SALES OF THE SUKUK WAKALAH AND ON DISTRIBUTION OF THIS PRICING SUPPLEMENT, SEE "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 tranche of Sukuk Wakalah to which this Pricing Supplement relates. In case of any conflict between Specific Final Terms herein and the terms and conditions set forth in the Trust Deed, the Specific Final Terms set forth in this Pricing Supplement shall govern.

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Italics denote directions for completing the Pricing Supplement.]*

<b>1) Issuer</b>	:	<b>KWASA UTAMA SDN BHD</b> (Registration No. 201401013872 (1089957-K))					
<b>2) Issue Number</b>	:	Tranche 1					
<b>3) Series Details</b>	:	<table border="1"> <thead> <tr> <th>Series</th> <th></th> </tr> </thead> <tbody> <tr> <td>Series 1</td> <td></td> </tr> </tbody> </table>		Series		Series 1	
Series							
Series 1							
<b>4) Issue Date</b>	:	27 April 2023					
<b>5) Tenure</b>	:	<table border="1"> <thead> <tr> <th>Series</th> <th>Tenure (Years)</th> </tr> </thead> <tbody> <tr> <td>Series 1</td> <td>8</td> </tr> </tbody> </table>		Series	Tenure (Years)	Series 1	8
Series	Tenure (Years)						
Series 1	8						
<b>6) Nominal Value</b>	:	<table border="1"> <thead> <tr> <th>Series</th> <th>Nominal Value (RM)</th> </tr> </thead> <tbody> <tr> <td>Series 1</td> <td>650,000,000.00</td> </tr> </tbody> </table>		Series	Nominal Value (RM)	Series 1	650,000,000.00
Series	Nominal Value (RM)						
Series 1	650,000,000.00						
<b>7) Issue Price</b>	:	<table border="1"> <thead> <tr> <th>Series</th> <th>Nominal Value (RM)</th> </tr> </thead> <tbody> <tr> <td>Series 1</td> <td>650,000,000.00</td> </tr> </tbody> </table>		Series	Nominal Value (RM)	Series 1	650,000,000.00
Series	Nominal Value (RM)						
Series 1	650,000,000.00						
<b>8) Scheduled Dissolution Date</b>	:	<table border="1"> <thead> <tr> <th>Series</th> <th>Scheduled Dissolution Date</th> </tr> </thead> <tbody> <tr> <td>Series 1</td> <td>25 April 2031</td> </tr> </tbody> </table>		Series	Scheduled Dissolution Date	Series 1	25 April 2031
Series	Scheduled Dissolution Date						
Series 1	25 April 2031						
<b>9) Fixed rate or floating rate</b>	:	<p><del>Fixed rate</del> / Floating rate</p> <table border="1"> <thead> <tr> <th>Series</th> <th>*Rate / Effective Rate</th> </tr> </thead> <tbody> <tr> <td>Series 1</td> <td>1-month RHB Islamic Bank Berhad's cost of funds + 0.30% per annum</td> </tr> </tbody> </table> <p><i>* RHB Islamic Bank Berhad's cost of funds (1 month) will be determined not less than three (3) business days prior to (i) the issuance date of Tranche 1, in respect of the first Periodic Distribution, and (ii) each Periodic Distribution Date thereafter, in respect of subsequent Periodic Distributions.</i></p>		Series	*Rate / Effective Rate	Series 1	1-month RHB Islamic Bank Berhad's cost of funds + 0.30% per annum
Series	*Rate / Effective Rate						
Series 1	1-month RHB Islamic Bank Berhad's cost of funds + 0.30% per annum						
<b>10) Yield to maturity</b>	:	<table border="1"> <thead> <tr> <th>Series</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>		Series	Rate		
Series	Rate						

		Series 1	Not applicable
<b>11) Ceiling Rate</b>	:	12.00% per annum	
<b>12) Profit/coupon/rental payment frequency</b>	:	Monthly	
<b>13) Mode of Issuance</b>	:	Private Placement	
<b>14) Issue Security and Issue Security Documents</b>	:	<p>The Sukuk Wakalah in respect of Tranche 1 shall be secured against the following Shariah-compliant security:</p> <ul style="list-style-type: none"> <li>(i) a first party first ranking National Land Code charge over the land held under GRN 335308, Lot 87270, Mukim of Sungai Buloh, District of Petaling, Selangor (to be known as “<b>Secured Property of Tranche 1**</b>”) (“<b>Land Charge</b>”);</li> <li>(ii) a first ranking legal assignment over the Issuer’s rights, interests, titles and benefits under the tenancy agreement (“<b>Tenancy Agreement</b>”) between Employees Provident Fund (“<b>EPF</b>”) and the Issuer in respect of the EPF Headquarters building (to be known as the “<b>EPF HQ Building</b>”);</li> <li>(iii) a first ranking legal assignment over the Issuer’s rights, interests, titles and benefits under all Takaful contracts/insurance policies taken out, effected or entered into by or for the benefit of the Issuer in relation to the EPF HQ Building;</li> <li>(iv) a first ranking legal assignment and charge over the Designated Accounts (as defined in item (18) below) and the credit balances therein (including the profit earned and/or to be earned thereon) and a first ranking charge over the Permitted Investments;</li> <li>(v) a first ranking specific debenture over the EPF HQ Building; and</li> <li>(vi) any other additional security may be required by the Lead Manager and/or advised by the Solicitors.</li> </ul> <p>(the documents reflecting the above security shall collectively be referred to as the “<b>Security Documents</b>”).</p> <p>Note**: Secured Property of Tranche 1 comprises an undeveloped vacant land portion of 24.67 acres and a developed portion of 5.15 acres on which the EPF HQ building was erected.</p>	
<b>15) Conditions Precedent</b>	:	<p>The following conditions precedent are to be complied by the Issuer:</p> <ul style="list-style-type: none"> <li>(i) receipt of the latest valuation report in respect of the Secured Property of Tranche 1 issued on a date no</li> </ul>	

	<p>earlier than twelve (12) months prior to the Issue Date in form and substance acceptable to the Lead Manager and addressed to the Facility Agent, confirming that the total cumulative open market value of the Secured Property of Tranche 1 is not less than RM950.0 million;</p> <p>(ii) documentary evidence that a private caveat has been lodged in favour of the Security Trustee in respect of the Secured Property of Tranche 1;</p> <p>(iii) a certified true copy of the Shareholder’s Advance Agreement executed between EPF and the Issuer confirming that the amount advanced by EPF is RM452.55 million;</p> <p>(iv) receipt of a redemption statement cum undertaking (in form and substance acceptable to the Lead Arranger) from the financier of the CMTF-i (as defined below) of the CMTF-i to be refinanced using proceeds from the Sukuk Wakalah, to discharge their existing security and execute and deliver all documents relating to such discharge upon receipt of the full redemption sum; and</p> <p>(v) receipt of a summary listing of the relevant invoices, claims, progress billings, receipts or other relevant documents in relation to the construction and development of the EPF HQ Building (“<b>Summary Listing</b>”), and, upon request by the Lead Manager for verification, certified true copies of any specific documents listed in the Summary Listing or other relevant documentary evidence of payments made by the Issuer for the construction and development of the EPF HQ Building.</p>
<p><b>16) Conditions Subsequent</b></p>	<p>The following conditions subsequent are to be complied by the Issuer:</p> <p>(i) submission to the Sukuk Trustee of the Issuer’s plans / sources of payment for the Sukuk Wakalah, six (6) months prior to the respective Scheduled Dissolution Dates;</p> <p>(ii) no later than ninety (90) days after the Issue Date (or such longer period as may be agreed by the Security Trustee in writing), all relevant Security Documents shall have been executed, stamped or endorsed as being exempted under Stamp Duty Exemption (No 23) Order 2000 or presented for registration, where applicable;</p> <p>(iii) no later than ninety (90) days after the Issue Date (or such longer period as may be agreed by the Security Trustee in writing), evidence that the</p>

	<p>Security Trustee has been endorsed as loss-payee in respect of such Takaful/insurance to be assigned to the Security Trustee and that all requisite Takaful/insurance which are required to be taken out at such time has been obtained;</p> <p>(iv) no later than ninety (90) days after the Issue Date (or such longer period as may be agreed by the Security Trustee in writing), evidence that the powers of attorney clauses contained in the relevant Security Documents have been registered with the High Court of Malaya;</p> <p>(v) no later than ninety (90) days after the Issue Date (or such longer period as may be agreed by the Security Trustee in writing), evidence that all relevant notices of assignment, acknowledgement of the notices of assignment and consents (where applicable) under the relevant Security Documents shall have been made or received, as the case may be;</p> <p>(vi) no later than ninety (90) days after the Issue Date (or such longer period as may be agreed by the Security Trustee in writing), evidence that the Statement of Particulars to be Lodged with Charge in the form as prescribed under Section 352 of the Companies Act 2016, where applicable in relation to the charges created pursuant to the relevant Security Documents have been duly lodged with the Companies Commission of Malaysia;</p> <p>(vii) no later than ninety (90) days after the Issue Date (or such longer period as may be agreed by the Security Trustee in writing), evidence that the Land Charge shall have been executed, stamped or endorsed as exempted from stamp duty and presented for registration at the relevant land office, and the Security Trustee shall have received:</p> <p>(a) the receipt of presentation for registration of the Land Charge over the Secured Property of Tranche 1 in favour of the Security Trustee;</p> <p>(b) evidence that the forms as prescribed under section 352 of the Companies Act in respect of the Land Charge have been lodged with the Companies Commission of Malaysia;</p> <p>(c) a legal opinion satisfactory to the Security Trustee advising with respect to, among others, the legality, validity, binding effect and enforceability of the Land Charge; and</p>
--	---

	<ul style="list-style-type: none"> <li>(d) a search conducted on the Secured Property of Tranche 1 immediately prior to the presentation of the Land Charge which revealed that there are no other charges registered which would adversely affect the interest of the Sukukholders;</li> <li>(viii) no later than ninety (90) days after the Issue Date (or such longer period as may be agreed by the Security Trustee in writing), evidence that all the Designated Accounts have been opened and/or maintained in accordance with the Transaction Documents in respect of Tranche 1 of the Sukuk Wakalah; and</li> <li>(ix) no later than ninety (90) days after the Issue Date (or such longer period as may be agreed by the Security Trustee in writing), evidence that the Security Trustee has received from the Solicitor, a satisfactory legal opinion addressed to them and the Sukuk Trustee advising with respect to, among others, the legality, validity and enforceability of the relevant Security Documents.</li> </ul>
<p><b>17) Utilisation of proceeds</b></p>	<p>: The proceeds from the issuance of Tranche 1 of the Sukuk Wakalah shall be utilised by the Issuer for the following Shariah-compliant purposes:</p> <ul style="list-style-type: none"> <li>(i) first, to fully redeem and refinance the outstanding amounts under the Issuer’s existing Commodity Murabahah Term Financing-i with RHB Islamic Bank Berhad of up to RM220.0 million (“<b>CMTF-i</b>”); and</li> <li>(ii) for the remaining proceeds of the Sukuk Wakalah to be utilised for: <ul style="list-style-type: none"> <li>(a) the repayment of shareholders’ advances from EPF to the Issuer;</li> <li>(b) reimbursements to the Issuer for construction and development costs for the EPF HQ Building incurred by the Issuer;</li> <li>(c) any other capital expenditure in relation to any development on the developer’s plot identified as C-8; and/or</li> <li>(d) defraying fees and expenses in relation to the establishment of the Sukuk Wakalah Programme.</li> </ul> </li> </ul>

<p><b>18) Issue Designated Account(s)</b>  Details of designated account(s), if applicable, including –</p> <p>a. names of accounts;</p> <p>b. parties responsible for opening the account;</p> <p>c. parties responsible for maintaining/ operating the account;</p> <p>d. signatories to the account;</p> <p>e. sources of funds;</p> <p>f. utilisation of funds; and</p> <p>g. diagram illustrating the flow of monies and conditions for disbursement</p>	<p>:</p> <p>The Issuer is required to open and maintain two (2) Shariah-compliant designated accounts with a financial institution acceptable to the Lead Manager:</p> <p>(i) Revenue Account (“<b>Revenue Account</b>”); and</p> <p>(ii) Finance Service Reserve Account (“<b>FSRA</b>”)</p> <p>(collectively the “<b>Designated Accounts</b>”).</p>
<p><b>No</b></p>	<p>: 1</p>
<p><b>Account Name</b></p>	<p>: Revenue Account</p>
<p><b>Parties responsible for opening of account</b></p>	<p>: The Issuer</p>
<p><b>Parties responsible to maintain and operate account</b></p>	<p>: Security Trustee</p>
<p><b>Signatories to account</b></p>	<p>: Security Trustee</p>
<p><b>Sources of funds</b></p>	<p>: The Issuer shall deposit and maintain or cause to be deposited:</p> <p>(i) all rental proceeds and income received pursuant to the Tenancy Agreement;</p> <p>(ii) all proceeds received from claims under the Takaful contracts/insurance policies taken out, effected or entered into by or for the benefit of the Issuer in relation to the EPF HQ Building; and</p> <p>(iii) proceeds, income and/or profit earned from Permitted Investments.</p>
<p><b>Utilisation of funds</b></p>	<p>: The monies standing to the credit of the Revenue Account shall be utilised in the following order of priority:</p> <p>(i) to pay the Periodic Distributions and principal</p>

		<p>payments of the Sukuk Wakalah under Tranche 1 falling due and payable; and</p> <p>(ii) for transfers to the FSRA to meet or top up the FSRA Minimum Required Balance (as defined below);</p> <p>(iii) for Permitted Investments; and</p> <p>(iv) for transfers of any excess amounts to the Issuer's operating account.</p>
	<b>Diagram illustrating the flow of monies and conditions for disbursements</b>	: The diagram illustrating the flows of monies and conditions for disbursements for the Revenue Account is set out in <b>Appendix A</b> .
	<b>No</b>	: 2
	<b>Account Name</b>	: FSRA
	<b>Parties responsible for opening of account</b>	: The Issuer
	<b>Parties responsible to maintain and operate account</b>	: Security Trustee
	<b>Signatories to account</b>	: Security Trustee
	<b>Sources of funds</b>	: The Issuer shall, deposit and maintain, or cause to be deposited and maintained: <p>(i) an amount equivalent to one (1) Periodic Distribution of the relevant Sukuk Wakalah falling due and payable on the upcoming Periodic Distribution date, which shall be maintained at all</p>

		<p>times throughout the tenure of the Sukuk Wakalah Programme (“<b>FSRA Minimum Required Balance</b>”). Any shortfall or amount withdrawn from the FSRA shall be replenished from the Revenue Account and/or by the Issuer within fourteen (14) business days from the date of such withdrawal / shortfall; and</p> <p>(ii) proceeds, income and/or profit earned from Permitted Investments.</p>
	<p><b>Utilisation of funds</b> :</p>	<p>The monies standing to the credit of the FSRA shall be utilised in the following order of priority:</p> <p>(i) to pay the Periodic Distributions and principal payments of the relevant Sukuk Wakalah falling due and payable to the extent that the funds in the Revenue Account are insufficient to meet such payments; and</p> <p>(ii) such withdrawal(s) to invest in the Permitted Investments.</p>
	<p><b>Diagram illustrating the flow of monies and conditions for disbursements</b> :</p>	<p>The diagram illustrating the flows of monies and conditions for disbursements for the FSRA is set out in <b>Appendix B</b>.</p> <p>For the avoidance of doubt, any non-compliance in relation to meeting the FSRA Minimum Required Balance shall constitute a Dissolution Event if a failure to meet such obligation is not remedied by the Issuer within fourteen (14) business days from the date the relevant minimum required balance required to meet the FSRA Minimum Required Balance is required to be deposited into the relevant Designated Accounts.</p>
<p><b>19) Mandatory Early Redemption</b></p>	<p>:</p>	<p>The Issuer shall be required to mandatorily early redeem the Sukuk Wakalah in full on the next Periodic Distribution Date</p>

	<p>after the occurrence of any of the following events:</p> <ul style="list-style-type: none"> <li>(i) EPF or KUSB rescinds, defaults on, withdraws, cancels or terminates the Tenancy Agreement; and/or</li> <li>(ii) the EPF HQ Building is disposed of or sold or other corporate financing exercise undertaken; and/ or;</li> <li>(iii) EPF ceases to be a direct or indirect shareholder of KUSB.</li> </ul> <p>The Sukuk Wakalah so redeemed shall be cancelled and cannot be resold.</p>
<p><b>20) Other terms or special conditions</b></p>	<p><b>: Financial Covenants</b></p> <p>The Issuer covenants that so long as the Sukuk Wakalah remains subsisting, the Issuer shall maintain a Finance to Equity Ratio (“<b>F:E Ratio</b>”) not exceeding 1.80 times and a Security Cover Ratio (“<b>Security Cover Ratio</b>”) of not lower than 1.25 times throughout the tenure of Tranche 1 of the Sukuk Wakalah.</p> <p>The F:E Ratio is the ratio of the indebtedness of KUSB represented by:</p> <ul style="list-style-type: none"> <li>(i) all amounts outstanding under the Sukuk Wakalah Programme; and</li> <li>(ii) all other indebtedness of the KUSB for (i) financing under Shariah-compliant financing arrangements and borrowed monies under conventional financing arrangements (actual), (ii) hire purchase obligations, (iii) finance lease obligations and (iv) any other trade financing facilities of KUSB but excluding any advances/financing/loans from the Issuer’s shareholders which are fully subordinated to the Sukuk Wakalah,</li> </ul> <p>to the consolidated shareholders’ funds of the KUSB including minority interest, any fully subordinated shareholders’ advances/financing/loans, reserves and retained earnings/losses.</p> <p>For the avoidance of doubt, the indebtedness of the KUSB as defined above shall exclude those amounts owing to trade and other creditors and payables and arising from the ordinary course of business.</p> <p>Security Cover Ratio means the ratio of the aggregate open market value of Secured Property of Tranche 1 as supported by the then latest available valuation report(s)</p>

and/or desktop valuation (as the case may be) prepared by a valuer to the aggregate nominal value of all outstanding Sukuk Wakalah under Tranche 1 at the relevant period.

The F:E Ratio and Security Cover Ratio shall be calculated on a yearly basis and as and when such calculations are requested by the Sukuk Trustee and / or required to be made under the terms of the Transaction Documents during the tenure of the Sukuk Wakalah Programme. In the case of F:E Ratio and Security Cover Ratio calculated on a yearly basis, such calculations shall be based on the latest audited consolidated financial statements of the Issuer and in the case of F:E Ratio and Security Cover Ratio calculated at any other times, the calculations shall be based on the latest consolidated management accounts of the Issuer. In any event the F:E Ratio and Security Cover Ratio shall be calculated no later than thirty (30) days from the date of the latest audited consolidated financial statements or the latest consolidated management accounts of the Issuer (whichever is applicable), is made available.

The calculation of the F:E Ratio and Security Cover Ratio shall:

- (i) in the case of F:E Ratio and Security Cover Ratio calculated based on audited consolidated financial statements, be confirmed by any one (1) director or authorised officer of the Issuer; and
- (ii) in the case of F:E Ratio and Security Cover Ratio calculated based on the latest consolidated management accounts, be certified by a designated officer of the Issuer in charge of finances or accounts of the Issuer, confirmed by any one (1) director or authorised officer of the Issuer.

The Issuer shall arrange for the Issuer's authorised officer's confirmation or the director's confirmation (as the case may be) to be forwarded to the Facility Agent for its distribution to the Sukuk Trustee.

For the avoidance of doubt, any double counting shall be disregarded.

#### **Positive Covenants**

The Issuer covenants that so long as the Sukuk Wakalah remains subsisting:

- (i) Net Worth: the Issuer shall maintain a positive tangible net worth throughout the tenure of the Sukuk Wakalah;
- (ii) Ultimate Shareholder: EPF shall remain the ultimate shareholder of KUSB; and

- (iii) Procurement of Takaful: upon the expiry of any existing conventional insurance policy in relation to the EPF HQ Building, the Issuer shall replace such policy with a Shariah-based Takaful contract with reputable Takaful operators, unless a Takaful contract scheme is not available or is not commercially viable, whereby the Issuer shall replace the existing conventional insurance policy with another conventional insurance policy. For avoidance of doubt, the Issuer shall cause to be endorsed, the interest of the Security Trustee (without liability for contributions) as loss payee in respect of such Shariah-based Takaful contract or conventional insurance policy (if applicable) which is assigned to the Security Trustee.

**Negative Covenants**

The Issuer covenants that so long as the Sukuk Wakalah remains subsisting, without the prior written consent of the Sukuk Trustee:

- (i) Dividends / Repayment of Advances: the Issuer shall not declare or pay any dividends or make any distribution whether income or capital in nature to its shareholders or make any repayment of advances or make payments (whether in relation to principal, profit/interest or otherwise) to its shareholders;
- (ii) Incur Indebtedness: the Issuer shall not incur, assume or permit to exist any financial indebtedness and/or bank borrowings or financing save and except for indebtedness arising from loans or advances from its shareholders or related corporations where such loans or advances are subordinated to the Sukuk Wakalah, provided always that such financial indebtedness and/or bank borrowings or financing would not result in a breach of the Financial Covenants;
- (iii) Shareholding Structure: the Issuer shall procure that there shall be no changes to the shareholding structure of the Issuer throughout the tenure of the Sukuk Wakalah; and
- (iv) Issuance of further Sukuk Wakalah: the Issuer shall not issue any further Sukuk Wakalah under the Sukuk Wakalah Programme without the prior approval of the Sukukholders of Tranche 1 of the Sukuk Wakalah by way of extraordinary resolution.

## PURPOSE OF FINAL TERMS

This Pricing Supplement comprise the final terms required for the Tranche 1 of Sukuk Wakalah described herein pursuant to the Sukuk Wakalah Programme.

## RESPONSIBILITY

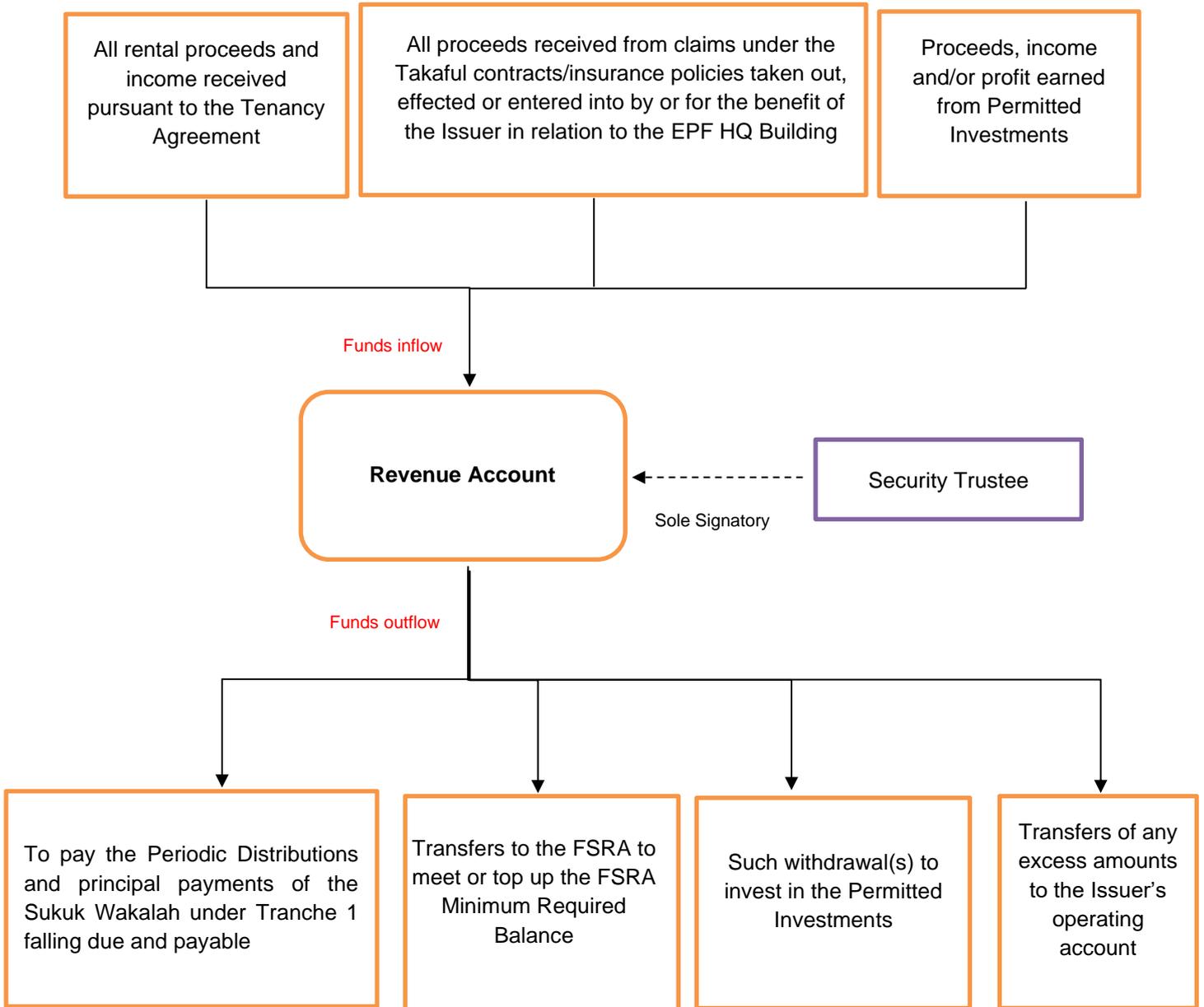
The Issuer accepts responsibility for the information contained in this Pricing Supplement. The Issuer confirms that having made all enquiries as were reasonable, the information contained in this Pricing Supplement is in accordance with the facts and is not false, misleading or contain any material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

For and on behalf of  
**KWASA UTAMA SDN BHD**  
(Registration No. 201401013872 (1089957-K))

.....  
Authorised Signatory   
Name : DATUK ADENAN MD YUSOF  
Designation : Executive Director  
Date : 23 MAR 2023  
KWASA UTAMA SDN BHD (201401013872)

## Appendix A

The diagram illustrating the flows of monies and conditions for disbursements for the Revenue Account ("Revenue Account") in relation to Tranche 1



## Appendix B

The diagram illustrating the flows of monies and conditions for disbursements for the Finance Service Reserve Account (“FSRA”) in relation to Tranche 1

