

IMTN PRICING SUPPLEMENT

IMTN Pricing Supplement dated 15 April 2025

AME CAPITAL SDN BHD
(Registration No. 202401018078 (1563927-D))

IMTN PROGRAMME OF UP TO RM1,500.0 MILLION IN NOMINAL VALUE

Tranche No. 002

Issue of RM300,000,000.00 Nominal Value of IMTNs

This document ("**IMTN Pricing Supplement**") is issued to give details of an issue of IMTNs under the IMTN Programme by **AME CAPITAL SDN BHD** (Registration No. 202401018078 (1563927-D)) ("**Issuer**").

This IMTN Pricing Supplement is to be read in conjunction with the terms and conditions of the IMTNs ("**Conditions**") set out in the trust deed dated 10 December 2024 made between the Issuer, **AME ELITE CONSORTIUM BERHAD** (Registration No. 201801030789 (1292815-W)) as the obligor ("**Obligor**") and **MALAYSIAN TRUSTEES BERHAD** (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 "**IMTN Trust Deed**"). Unless otherwise defined in this IMTN 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 IMTN Trust Deed).

The establishment of the IMTN Programme and the issuance of the IMTNs under the IMTN Programme has each been duly authorised by a resolution of the Board of Directors' of the Issuer passed on 19 June 2024.

The Issuer has authorised **RHB INVESTMENT BANK BERHAD** (Registration No. 197401002639 (19663-P)) ("**Lead Manager**") to circulate or distribute this IMTN Pricing Supplement on its behalf in respect of or in connection with the proposed offer or invitation to subscribe for and issue of the IMTNs to prospective investors who fall within the ambit of the persons falling within the categories set out below ("**Selling Restrictions**"):

Selling Restrictions at issuance

At the point of issuance, the IMTNs may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to persons to whom an offer or invitation to subscribe the IMTNs may be made and to whom the IMTNs are issued would fall within the relevant category of the persons specified under:

- (i) paragraph 1(a), (b) or (d) of Part 1 of Schedule 5 of the CMSA;
- (ii) Section 2(6) of the Companies Act; and
- (iii) sophisticated investors as set out in the Guidelines on Sophisticated Investors,

read together with Schedule 9 (or Section 257(3)) of the CMSA and subject to any changes in the applicable laws and such other selling restrictions as may be applicable.

Selling Restrictions after issuance

After issuance, the IMTNs may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to persons to whom an offer or invitation to purchase the IMTNs would fall within the relevant category of the persons specified under:

- (i) paragraph 1(a), (b) or (d) of Part 1 of Schedule 5 of the CMSA;
- (ii) Section 2(6) of the Companies Act; and
- (iii) sophisticated investors as set out in the Guidelines on Sophisticated Investors,

read together with Schedule 9 (or Section 257(3)) of the CMSA and subject to any changes in the applicable laws and such other selling restrictions as may be applicable,

for the purpose of the offer for subscription and issue of the IMTNs described herein pursuant to the IMTN Programme and that no further evidence of authorisation is required.

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

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 Obligor, the IMTNs and all other relevant matters, and each recipient should consult its own professional advisers.

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 IMTN 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 IMTN Pricing Supplement and any other information in connection therewith to the Lead Manager promptly upon the Lead Manager's request.

The IMTN Trust Deed and the supplemental(s) to the IMTN Trust Deed (if any) is/are available for viewing during normal business hours at the registered office of the Issuer at Suite 9D, Level 9, Menara Ansar, 65, Jalan Trus, 80888 IIBD, Johor Darul Takzim.

***THE DISTRIBUTION OF THIS IMTN PRICING SUPPLEMENT AND THE OFFERING OR ISSUANCE OF THE IMTNs IS SUBJECT TO THE SELLING RESTRICTIONS. PERSONS INTO WHOSE POSSESSION THIS IMTN 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 IMTNs AND ON DISTRIBUTION OF THIS IMTN PRICING SUPPLEMENT, SEE "SELLING RESTRICTIONS" IN THE IMTN TRUST DEED.

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

IMTN Pricing Supplement No. : 1

Tranche No. : 002

- 1. Issuer :** AME CAPITAL SDN BHD
(Registration No. 202401018078 (1563927-D))
- 2. Obligor :** AME ELITE CONSORTIUM BERHAD
(Registration No. 201801030789 (1292815-W))
- 3. Name of IMTNs :** Rated IMTNs
- 4. Applicable Sustainability Guidelines (if applicable) :** Not applicable
- 5. Nominal Value :** RM300,000,000.00
- 6. Issue Price :** RM300,000,000.00, of which RM99,000,000.00 to be invested into the Shariah-compliant Business and RM201,000,000.00 to be invested into Commodity Murabahah Investment
- 7. Tenure of IMTNs :** Three (3) years
- 8. Periodic Distribution Rate (% p.a.) (if applicable) :** 4.02
- 9. Frequency of Periodic Distributions (if applicable) :** The frequency of the Periodic Distributions shall be on a semi-annual basis.
- 10. Ceiling Rate (%) (if applicable) :** Not applicable

11. Details on Utilisation of Proceeds :

No	Items	Amount (RM)
1.	Refinancing of existing Islamic financing (including intercompany financing) of AME Group	129,241,273.33
2.	Working capital requirements of AME Group	170,758,726.67
Total		300,000,000.00

12. Issue Date : 18 April 2025

13. Scheduled Dissolution Date : 18 April 2028

14. List of Tranche Security to secure the Tranche of Secured IMTNs (if applicable) : Not applicable

15. Details of Designated Accounts applicable to the Tranche of IMTNs (if applicable) :

No	1
Name of account	FSRA
Opened/to be opened by	The Issuer
Maintained/operated or to be maintained by/operated by	Sukuk Trustee
Signatories to the account	Sukuk Trustee
Sources of funds	The Issuer and/or the Obligor shall, deposit and maintain, or cause to be deposited and maintained in the FSRA an amount equivalent to 100% of the aggregate Periodic Distribution amount of the relevant Rated IMTNs falling due and payable on the upcoming Periodic Distribution Date (“ FSRA Minimum Required Balance ”) no later than one (1) month from such date. The FSRA Minimum Required Balance may be funded from the Issuer’s and/or the Obligor’s internally generated funds.
Utilisation of funds	The monies standing to the credit of the FSRA shall be utilised in the following order of priority: (i) such withdrawal(s) to pay for the Periodic Distributions of the relevant Rated IMTNs falling due and payable; and (ii) such withdrawal(s) to invest in the Permitted Investments provided that (I) such monies utilised for the Permitted Investments shall be remitted back into

	<p>the FSRA at least three (3) business days prior to any payment obligations date under the relevant Rated IMTNs; (II) such Permitted Investments shall be denominated in Ringgit Malaysia; and (III) no Dissolution Event has occurred and is continuing.</p> <p>Any excess monies after meeting the payments/obligations listed above (<i>Utilisation of funds</i>) will be returned to the Issuer and/or the Obligor.</p>
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No	2
Name of account	PSRA
Opened/to be opened by	The Issuer
Maintained/operated or to be maintained by/operated by	Sukuk Trustee
Signatories to the account	Sukuk Trustee
Sources of funds	<p>The Issuer and/or the Obligor shall, deposit and maintain, or cause to be deposited and maintained in the PSRA an amount equivalent to 100% of the principal amount of the relevant Rated IMTNs falling due and payable on the upcoming Scheduled Dissolution Date (“PSRA Minimum Required Balance”) no later than one (1) month from such date. The PSRA Minimum Required Balance may be funded from the Issuer’s and/or the Obligor’s internally generated funds and/or through a refinancing exercise.</p>
Utilisation of funds	<p>The monies standing to the credit of the PSRA shall be utilised in the following order of priority:</p> <p>(i) such withdrawal(s) to pay towards principal redemption of the relevant Rated IMTNs on its</p>

	<p>maturity date; and</p> <p>(ii) such withdrawal(s) to invest in the Permitted Investments provided that (I) such monies utilised for the Permitted Investments shall be remitted back into the PSRA at least three (3) business days prior to any payment obligations date under the relevant Rated IMTNs; (II) such Permitted Investments shall be denominated in Ringgit Malaysia; and (III) no Dissolution Event has occurred and is continuing.</p> <p>Any excess monies after meeting the payments/obligations listed above (<i>Utilisation of funds</i>) will be returned to the Issuer and/or the Obligor.</p>
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16. **Credit rating and Credit Rating Agency (if applicable)** : The IMTNs have been issued a rating of AA₃(s)/Stable by RAM Rating Services Berhad
17. **Additional Positive Covenants applicable to the Tranche of IMTNs** : None
18. **Additional Negative Covenants applicable to the Tranche of IMTNs** : None
19. **Additional Information Covenants applicable to the Tranche of IMTNs** : None
20. **Additional Financial Covenants applicable to the Tranche of IMTNs** : None
21. **Additional Representation and Warranties applicable to the Tranche of IMTNs** : None
22. **Additional Dissolution Events applicable to the Tranche of IMTNs** : None

23. **Eligible Projects (where applicable for Sustainability IMTNs)** : Not applicable
24. **Types of temporary placement for the balance of unallocated net proceeds (where applicable for Sustainability IMTNs)** : Not applicable
25. **Other Conditions** : None

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this IMTN Pricing Supplement. The Issuer confirms that having made all enquiries as were reasonable, the information contained in this IMTN 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
Lim Khai Wen
Director