PRICING SUPPLEMENT

NORTHPORT

A Member of MMC Group

NORTHPORT (MALAYSIA) BHD
Registration No. 198501014394 (146850-A)
("Issuer")

ISLAMIC MEDIUM TERM NOTES ISSUANCE PURSUANT TO AN ISLAMIC MEDIUM TERM NOTES PROGRAMME OF RINGGIT MALAYSIA ONE BILLION (RM1,000,000,000.00) IN NOMINAL VALUE BASED ON THE SHARIAH PRINCIPLE OF WAKALAH BI AL-ISTITHMAR

Series No.: 1
Tranche No.: 1 - 3

LEAD MANAGER ("LM")

RHB

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

This document ("**Pricing Supplement**") is issued to give details of an issue of Islamic medium term notes ("**IMTN**" and "**Sukuk Wakalah**") by **Northport (Malaysia) Bhd** (Registration No. 198501014394 (146850-A)) ("**Issuer**") under an Islamic medium term notes programme of Ringgit Malaysia One Billion (RM1,000,000,000.00) in nominal value based on the Shariah principle of Wakalah Bi Al-Istithmar.

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 24 July 2025 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. In case of any conflict between the terms of this Pricing Supplement and the Trust Deed, the terms set forth in this Pricing Supplement shall prevail.

The establishment of the Sukuk Wakalah Programmes and the issuance of Sukuk Wakalah under the Sukuk Wakalah Programmes has each been duly authorised by a resolution of the Board of Directors of the Issuer dated 24 June 2024, 8 August 2024, 16 January 2025 and 10 June 2025.

The Issuer hereby acknowledges that it has authorised the LM 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** for the purposes of the sale of the Sukuk Wakalah described herein pursuant to the Sukuk Wakalah Programmes and that no further evidence of authorisation is required.

Each of the following Selling Restrictions must be observed by each Sukukholder in relation to offers, invitations, sales, transfers, acquisitions or disposals of the Sukuk Wakalah as the case may be, and in relation thereto:

(a) at issuance, the Sukuk Wakalah issued under the Sukuk Wakalah Programmes may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to a person to whom an offer for subscription or purchase of, or invitation to subscribe for or purchase the Sukuk Wakalah and to whom the Sukuk Wakalah are issued would fall within (a) paragraph 1(a), (b) or (d) of Part 1 of Schedule 5 of the Capital Markets & Services Act 2007 (as amended or modified or revised or substituted from time to time) ("**CMSA**"); and (b) Schedule 6 (or Section 229(1)(b)) and Schedule 7 (or Section 230(1)(b)) of the CMSA, read together with Scheduled 9 (or Section 257(3)) of the CMSA, subject to any change in the applicable law, order, regulation or official directive of BNM and/or the SC from time to time;

(b) after issuance, the Sukuk Wakalah issued under the Sukuk Wakalah Programmes may only be offered, sold, transferred or otherwise disposed of, directly or indirectly, to a person to whom an offer for subscription or purchase of, or invitation to subscribe for or purchase the Sukuk Wakalah and to whom the Sukuk Wakalah are issued would fall within (a) paragraph 1(a), (b) or (d) of Part 1 of Schedule 5 of the CMSA; and (b) Schedule 6 (or Section 229(1)(b)) of the CMSA, read together with Scheduled 9 (or Section 257(3)) of the CMSA, subject to any change in the applicable law, order, regulation or official directive of BNM and/or the SC from time to time;

(c) the Sukuk Wakalah are transferable (subject to the Selling Restrictions described above) and tradable under RENTAS;

(d) each Sukukholder shall not sell, transfer or otherwise dispose of all or any part of its legal or beneficial interests in the Sukuk Wakalah to another person or persons nor offer to do so, unless such sale, transfer, disposal or offer, is subject to the condition that such person(s) shall undertake to observe the restrictions set out herein; and

(e) without limitation to paragraphs (a), (b), (c) and (d) above, each Sukukholder shall observe all applicable laws and regulations in any jurisdiction (including Malaysia) in which it may offer, sell, transfer or otherwise dispose of all or any part of its legal or beneficial interests in the Sukuk Wakalah or distribute any document or other material in connection therewith.

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 or any document delivered under or in relation to the issue, offer and sale of the Sukuk Wakalah is not, and should not be construed as, a recommendation by the Issuer, the LM or any other party to the recipient to subscribe for or purchase the Sukuk Wakalah. 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 Sukuk Wakalah 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 LM promptly upon the LM's request.

Specific Final Terms

The following items under this heading "**Specific Final Terms**" are the particular terms which relate to the Sukuk Wakalah to which this Pricing Supplement relates.

<table>
<tr><td>1. Issuer:</td><td>NORTHPORT (MALAYSIA) BHD
Registration No. 198501014394 (146850-A)</td></tr>
<tr><td>2. Series No.:</td><td>1</td></tr>
<tr><td>3. Tranche No.:</td><td>1 – 3</td></tr>
<tr><td>4. Type of Sukuk Wakalah:</td><td><table><tr><td>Tranche 1</td><td>Tranche 2</td><td>Tranche 3</td></tr><tr><td>IMTN</td><td>ASEAN Green SRI IMTN</td><td>ASEAN Green SRI IMTN</td></tr></table></td></tr>
<tr><td>5. Issue Date:</td><td>15 August 2025</td></tr>
<tr><td>6. Scheduled Dissolution Date:</td><td><table><tr><td>Tranche 1</td><td>Tranche 2</td><td>Tranche 3</td></tr><tr><td>15 Aug 2030</td><td>13 Aug 2032</td><td>15 Aug 2035</td></tr></table></td></tr>
<tr><td>7. Nominal Value (RM million):</td><td><table><tr><td>Tranche 1</td><td>Tranche 2</td><td>Tranche 3</td></tr><tr><td>150.0</td><td>150.0</td><td>200.0</td></tr></table></td></tr>
<tr><td>8. Tenure:</td><td><table><tr><td>Tranche 1</td><td>Tranche 2</td><td>Tranche 3</td></tr><tr><td>5 years</td><td>7 years</td><td>10 years</td></tr></table></td></tr>
<tr><td>9. Mode of issue:</td><td>Bookbuilding</td></tr>
<tr><td>10. Periodic Distribution Rate:</td><td><table><tr><td>Tranche 1</td><td>Tranche 2</td><td>Tranche 3</td></tr><tr><td>3.70% p.a.</td><td>3.75% p.a.</td><td>3.85% p.a.</td></tr></table></td></tr>
<tr><td>11. Periodic Distribution Period:</td><td>Semi-annually</td></tr>
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<tr><td>12. Issue price (RM million):</td><td>At par<table><tr><th>Tranche 1</th><th>Tranche 2</th><th>Tranche 3</th></tr><tr><td>150.0</td><td>150.0</td><td>200.0</td></tr></table></td></tr>
<tr><td>13. Purpose of utilisation:</td><td><table><tr><td>Tranche 1</td><td>The proceeds from the issuance of the IMTN shall be utilised to reimburse the Issuer's capital expenditure requirements</td></tr><tr><td>Tranche 2 & Tranche 3</td><td>To proceeds from the issuance of the ASEAN Green SRI IMTN shall be utilised to finance and/or reimburse the Issuer's capital expenditure requirements</td></tr></table></td></tr>
<tr><td>14. Expected yield-to-maturity:</td><td><table><tr><th>Tranche 1</th><th>Tranche 2</th><th>Tranche 3</th></tr><tr><td>3.70% p.a.</td><td>3.75% p.a.</td><td>3.85% p.a.</td></tr></table></td></tr>
<tr><td>15. Credit rating:</td><td>AA_{IS}/Stable by MARC Ratings Berhad</td></tr>
<tr><td>16. Sustainability and Sustainability-Linked Guidelines/Frameworks under which the IMTN are issued and the naming of such IMTN:</td><td>In respect of Tranche 2 and Tranche 3, the IMTN shall be issued under and in compliance with the following guidelines/standards (as amended or modified or revised or substitued from time to time):

(a) the SRI Sukuk Framework under the LOLA Guidelines; and

(b) the ASEAN Green Bond Standards issued by the ACMF.

Tranche 2 and Tranche 3 shall be named as "ASEAN Green SRI IMTN".</td></tr>
<tr><td>17. Information on specific Green Projects:</td><td>In respect of Tranche 2 and Tranche 3:

<u>Clean transportation</u>

Investments and expenditures on electrified port transportation/equipment</td></tr>
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18.	Other additional terms and conditions:	Please refer to the information memorandum dated 18 February 2025 and the supplementary information memorandum dated 26 June 2025

PURPOSE OF FINAL TERMS

This Pricing Supplement comprises the final terms required for the issue of Tranche No. 1 to 3 of Series No. 1 of the Sukuk Wakalah described herein pursuant to the Sukuk Wakalah Programmes.

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 accurate and is in accordance with 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, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed on behalf of
NORTHPORT (MALAYSIA) BHD
Registration No. 198501014394 (146850-A)

By: ....
Authorised Signatory
Name: Asyraf Suhaimi bin Sulaiman
Designation: Director

....
Authorised Signatory
Name: Fakhrul Azhar bin Tajudin
Designation: Chief Executive Officer