

PRICING SUPPLEMENT dated 14 MAY 2018

OSK ICM SDN. BHD.
(Company No. 1264761-V)

A MEDIUM TERM NOTE PROGRAMME ("MTN PROGRAMME") FOR THE ISSUANCE OF MEDIUM TERM NOTES ("MTNs") WHICH TOGETHER WITH AN ISLAMIC MEDIUM TERM NOTE PROGRAMME FOR THE ISSUANCE OF ISLAMIC MEDIUM TERM NOTES SHALL HAVE A COMBINED LIMIT OF UP TO RM1.8 BILLION NOMINAL VALUE IN AGGREGATE

Tranche No: 1

Series No.: 2

The aggregate Nominal Value of MTNs issued or to be issued under this Series shall not exceed the Nominal Value as stated below.

Joint Lead Managers:

MAYBANK INVESTMENT BANK BERHAD (Company No. 15938-H)

RHB INVESTMENT BANK BERHAD (Company No. 19663-P)

This document ("**Pricing Supplement**") is issued to give details of the above stated MTNs to be issued under Tranche No. 1 Series No. 2 by **OSK ICM SDN. BHD.** (Company No. 1264761-V) (the "**Issuer**") under the MTN Programme.

This Pricing Supplement is to be read in conjunction with the terms and conditions of the MTNs ("**Conditions**") as set out in the Trust Deed dated 23 April 2018 made between the Issuer and **MALAYSIAN TRUSTEES BERHAD** (Company No. 21666-V) as the trustee ("**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 establishment of the MTN Programme and the issuance of the MTNs under the MTN Programme have been duly authorised by resolutions of the Board of Directors of the Issuer passed on 13 April 2018 and by the resolutions of the Board of Directors of OSK Holdings Berhad passed on 13 April 2018.

The Issuer hereby acknowledges that it has authorised the Joint Lead Managers 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 MTNs to Qualified Investor(s) who fall within the ambit of the Selling Restrictions (as defined in the Trust Deed) for the purpose of the sale of MTNs under this Series described herein pursuant to the MTN 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 MTNs 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 Joint Lead Managers and return this Pricing Supplement to the Joint Lead Managers 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 Joint Lead Managers promptly upon the Joint Lead Managers' request.

THE DISTRIBUTION OF THIS PRICING SUPPLEMENT AND THE OFFERING OR SALE OF THE MTNs IN JURISDICTIONS OTHER THAN MALAYSIA IS RESTRICTED. PERSONS INTO WHOSE POSSESSION THIS PRICING SUPPLEMENT COMES INTO ARE REQUIRED BY THE ISSUER AND THE JOINT LEAD MANAGERS TO INFORM THEMSELVES ABOUT AND TO OBSERVE SUCH RESTRICTION. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON OFFERS AND SALES OF THE MTNs 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 Series of MTNs to which this Pricing Supplement relate. 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.]

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|----|--------------------------------|---|--|
| 1. | Issuer | : | OSK I CM SDN. BHD. (Company No. 1264761-V) |
| 2. | Tranche Number | : | 1 |
| 3. | Series Number | : | 2 |
| 4. | Issue Date | : | 16 May 2018 |
| 5. | Tenure | : | 5 years |
| 6. | Nominal Value | : | RM50,000,000.00. |
| 7. | Coupon Rate | : | The coupon rate is on a floating rate basis and is repriced on a monthly basis. The coupon rate for the first coupon payment is 4.98% p.a. |
| 8. | Utilisation of Proceeds | | Refinancing of existing borrowings and for working capital requirements of the OSKH Group. |

9. Rating

Unrated

10. Tranche Security and Tranche Security Documents

: Tranche Security shall comprise:

1. all its rights, titles, interests and benefits in and under the proceeds account for Tranche 1 ("**Tranche 1 Proceeds Account**") opened and maintained or to be opened and maintained by OSK Holdings Berhad ("**OSKH**") and all monies from time to time standing to the credit thereto; and
2. such number of issued and fully paid up ordinary shares in RHB Bank Berhad (Company No. 6171-M) not exceeding five per centum (5%) (or such other threshold as prescribed, at any time and from time to time, by BNM or other regulatory authority having jurisdiction over RHB Bank Berhad) of RHB Bank Berhad's total issued and paid-up share capital ("**RHB Threshold**") including all dividends, distributions, allotments, interests, rights, offers, entitlements, accretions and benefits whatsoever which may at any time accrue, arise or offered and/or other public quoted shares or securities listed on Bursa Malaysia acceptable to the Security Trustee ("**Tranche 1 Pledged Shares**"), in each case held by OSKH, to meet the security cover of at least 2.0 times calculated in accordance with the provisions of the memorandum of deposit of shares.

Tranche Security Documents shall mean collectively,

1. the assignment and charge in form and substance prescribed by the Security Trustee executed or to be executed by OSKH in favour of the Security Trustee, whereby the Security Party has absolutely assigned and charged or shall absolutely assign and charge all its rights, title, interests and benefits in and under the Tranche 1 Proceeds Account and the monies standing to the credit thereof, to the Security Trustee as security for the payment and repayment of the secured amounts under Tranche 1 ("**Assignment and Charge over Proceeds Account (Tranche 1)**"); and
2. the first legal charge over the Tranche 1 Pledged Shares in form and substance acceptable by the Security Trustee executed or to be executed by OSKH in favour of the Security Trustee as security for the payment and repayment of the secured amounts under Tranche 1 ("**MOD of Shares (Tranche 1)**").

11. Security Party

: OSKH

- 12. Secured Assets** : 1. the Tranche 1 Proceeds Account and all monies from time to time standing to the credit thereto; and
2. the Tranche 1 Pledged Shares.
- 13. Conditions Precedent** In addition to the conditions precedent as listed in Part B and Part C of Schedule 1 of the Programme Agreement dated 23 April 2018, the following condition precedent is to be complied by the Security Party:-
1. OSKH has deposited or transferred or cause to be deposited or transferred the Tranche 1 Pledged Shares to RHB Nominees (Tempatan) Sdn Bhd or such party as the Security Trustee may determine or into the securities account maintained by the Security Agent or the Security Agent's nominees, including but not limited to any securities account maintained under the Securities Industry (Central Depositories) with a central depository or its nominee company (whether or not the securities account is a pledged securities account designated under Section 40 of the Securities Industry (Central Depositories) Act 1991.
- 14. Form of MTNs** : Bearer MTNs whereby each Series of MTNs to be issued under this Tranche will be represented by a Global Certificate deposited with Bank Negara Malaysia as Central Securities Depository
- 15. Designated Account(s)** : Tranche 1 Proceeds Account
- 16. Other terms or special conditions** : Other Terms:

Interest on Late Payment:

- (a) If the Issuer fails or defaults in payment of any amount in respect of the MTNs under Series 1 (be it nominal amount, coupon and/or other charges), the Issuer shall pay, through the Facility Agent, late payment interest on such amount from the relevant date the payment are due up to the time of actual payment (as well after as before judgment) at the rate of the base lending rate plus two point five per centum (2.50%) per annum being the default rate at the relevant date the payment is due.
- (b) Interest accruing under this clause shall be calculated based on the actual number of days elapsed and a year of three hundred and sixty five (365) days from and including the relevant date(s) the monies are due and ending on and excluding the date payment is received by the MTN Holder(s), and shall be

immediately due and payable by the Issuer. So long as the default continues, this rate shall be calculated on a similar basis each month and interest payable under this clause which is unpaid at the end of each such month shall thereafter itself bear interest at the rate provided in this clause.

Early Redemption of MTNs under Series 1

1. **Early Redemption:** The Issuer may redeem the MTNs (in whole or in part) belonging to any Series falling within Tranche 1 prior to their Maturity Date (“**Early Redemption Date**”) provided that:-
 - (a) no Event of Default has occurred in respect of Tranche 1;
 - (b) the Issuer has given to the Facility Agent and the Bond Trustee not less than fourteen (14) days before the Early Redemption Date prior written notice (“**Early Redemption Notice**”) of the Issuer’s intention to early redeem the relevant MTNs stating the details of the MTNs which it wishes to redeem and the Nominal Value to be redeemed, whereupon the Bond Trustee shall thereafter within five (5) days of receipt of the Early Redemption Notice serve a notice to the relevant MTN Holder(s) informing them of such proposed early redemption;
 - (c) the Early Redemption Notice shall be unconditional and irrevocable;
 - (d) the Early Redemption Date falls on a Coupon Payment Date, otherwise a break funding cost (to be agreed between the Issuer and the MTN Holder(s) holding such MTNs belonging to such Series having the Nominal Value of at least seventy five per cent (75%) of all MTNs belonging to such Series) will be imposed; and
 - (e) unless the proposed early redemption of such MTNs is in whole, the Nominal Value of such MTNs to be redeemed shall be at least Ringgit Malaysia Ten Million (RM10,000,000.00) and in multiples

of Ringgit Malaysia Five Million (RM5,000,000.00).

2. The MTNs redeemed pursuant to paragraph 1 above shall be cancelled and accordingly shall not be resold.

Security Cover

1. OSKH shall maintain of at least 2.00 times (“**Minimum Threshold**”) at all times throughout the tenure of Tranche 1.
2. The Security Cover shall be calculated as follows:

$$\frac{A}{B - C}$$

whereby:-

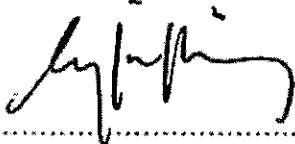
- A = the aggregate market value of the Pledged Shares based on the closing share price on Bursa Malaysia on the Business Day immediately preceding the day on which the computation of the “Security Cover” is required
 - B = the Nominal Value of the outstanding MTNs under Tranche 1. For the avoidance of doubt, the market value of unquoted shares and warrants shall be excluded for the purposes of computation of the Security Cover;
 - C = the credit balance standing to the credit of the Proceeds Account
3. If at any time the ratio of the Security Cover falls below the Minimum Threshold, OSKH shall forthwith upon demand of the Security Trustee (which demand may be made by the Security Trustee at any time while such circumstances are continuing):-
 - (a) provide and/or cause to provide to the Security Trustee within four (4) Business Days from such demand made by the Security Trustee or such other period as may be mutually agreed between OSKH and the Security Trustee;
 - (i) such additional shares in RHB Bank Berhad subject to the RHB Threshold and/or other public quoted shares or securities listed on Bursa

- Malaysia acceptable to the Security Trustee; and/or
- (ii) cash deposits actually deposited into the Tranche 1 Proceeds Account; and/or
- (b) procure the Issuer within four (4) Business Days from such demand made by the Security Trustee or such other period as may be mutually agreed between OSKH and the Security Trustee, to early redeem (in part or in whole) the MTNs under Tranche 1 to reduce the Nominal Value of the outstanding MTNs under Tranche 1 so as to maintain the Security Cover of at least the Minimum Threshold.

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
OSK I CM SDN BHD
 (Company No. 1264761-V)



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 Authorised Signatory

Name: **Ng Lai Ping**

Designation: **Group Chief Financial Officer**

Date: **14 MAY 2018**