

PRICING SUPPLEMENT dated 12 MAR 2018

LIZIZ STANDACO SDN BHD

(Company No. 549015-D)

MEDIUM TERM NOTE PROGRAMME OF RM2.0 BILLION
IN NOMINAL VALUE

Tranche No: 2

This document (“**Pricing Supplement**”) is issued to give details of an issue of medium term notes (“**MTNs**”) by Liziz Standaco Sdn Bhd (Company No. 549015-D) (“**Issuer**”) under its unrated medium term note programme of Ringgit Two Billion (RM2,000,000,000) in nominal value (“**MTN Programme**”).

This Pricing Supplement is to be read in conjunction with the terms and conditions of the MTNs (“**Conditions**”) set out in the trust deed dated 28 November 2017 made between the Issuer and MTrustee Berhad 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. In case of any conflict between the terms of the Pricing Supplement and the Trust Deed, the terms set forth in this Pricing Supplement shall govern.

The establishment of the MTN Programme and the issuance of the MTNs under the MTN Programme has each been duly authorised by a resolution of the Board of Directors’ of the Issuer dated 24 October 2017.

The Issuer hereby acknowledges that it has authorised Kenanga Investment Bank Berhad (Company No. 15678-H) as the Lead Manager for the MTN Programme 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 **only to prospective investors who fall within the ambit of the Selling Restriction** (defined below) for the purpose of the sale of this series of MTNs described herein pursuant to the MTN Programme and that no further evidence of authorisation is required.

Each of the following restrictions must be observed by each Noteholder in relation to offers, invitations, sales, transfers, acquisitions or disposals of the MTNs as the case may be, and in relation thereto:-

- (a) at the point of issuance of the MTNs: The MTNs shall not be offered, sold or delivered, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons, whether as principal or agent, falling within Section 2(6) of the Companies Act, 2016

(“**Companies Act**”) and any one of the categories of persons specified in Part 1 of Schedule 6 (or Section 229(1)(b)) of Capital Markets and Services Act 2007, as amended or substituted from time to time (“**CMSA**”) and Part 1 of Schedule 7 (or Section 230(1)(b)) of the CMSA, read together with Schedule 9 (or Section 257(3)) of the CMSA;

- (b) after the issuance of the MTNs: The MTNs shall not be offered, sold or delivered, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons, whether as principal or agent, falling within Section 2(6) of the Companies Act and any one of the categories of persons specified in Part 1 of Schedule 6 (or Section 229(1)(b)) of CMSA, as amended or substituted from time to time, read together with Schedule 9 (or Section 257(3)) of the CMSA;
- (c) each Noteholder shall not sell, transfer or otherwise dispose of all or any part of its legal or beneficial interests in the MTNs 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
- (d) without limitation to paragraphs (a), (b) and (c) above, each Noteholder 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 MTNs 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 MTNs or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

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

1.	Issuer:	Liziz Standaco Sdn Bhd (Company No. 549015-D)
2.	Other Security Party (if any):	(1) Tan Sri Dato’ Guok Nguong Peng (NRIC No. 510926-08-6187); and (2) Puan Sri Datin Heng Kui Heng (NRIC No. 570209-03-5226)
3.	Tranche No. :	2 (“ Tranche 2 ”)
4.	Maximum debt size	RM300.0 million
5.	Early Redemption (if any):	The Issuer may redeem the Tranche 2 MTNs (in whole or in part) prior to their maturity provided that the following conditions are fulfilled (“ Early Redemption Date ”).

	<p>In respect of an early redemption in part:</p> <ul style="list-style-type: none"> (i) Notice period of at least twelve (12) business days (or such other period to be agreed between the Issuer and Facility Agent) is given to the Facility Agent; (ii) Redemption shall be made on a coupon payment date; and (iii) Minimum amount of RM500,000 and in multiples of RM100,000. <p>in respect of an early redemption in full:</p> <ul style="list-style-type: none"> (i) Notice period of at least twelve (12) business days (or such other period to be agreed between the Issuer and Facility Agent) is given to the Facility Agent; (ii) Redemption can be made any time; and <p>If the redemption does not take place on a coupon payment date, the Issuer shall pay all interest accrued up to the next coupon payment date.</p>
6. Secured/Unsecured:	Secured
7. Tranche Security:	<ul style="list-style-type: none"> (i) A first party first ranking legal charge by the Issuer over the Project Land ("Project Land Charge") in favour of the Security Trustee; <p>"Project Land" means a piece of land held under PN 12487, Lot 10030, Mukim Kampong Sireh, Daerah Jajahan Kota Bahru, Negeri Kelantan measuring approximately 4.023 hectare registered under the name of the Issuer which will be used for the construction of the Project;</p> <p>"Project" means the project to be undertaken by the Issuer comprising the planning, designing, financing, development, construction, landscaping, equipping, installation, completion, testing and commissioning of: Perumahan Penjawat Awam 1 Malaysia ("PPA1M") units together with the necessary facilities and infrastructures on the Project Land;</p> <ul style="list-style-type: none"> (ii) A first ranking assignment and charge by the Issuer over the insurance/takaful policies in relation to the Project;

(iii) A first party third ranking legal charge by the Issuer over the following properties in favour of the Security Trustee:

(a) a piece of land held under PN 12272, Lot 10047, Seksyen 17, Bandar Kota Bharu, Jajahan Kota Bharu, Negeri Kelantan measuring approximately 3.811 hectares registered under the name of the Issuer;

(b) a piece of land held under HSD 11087, PT 1885, Seksyen 17, Bandar Kota Bharu, Jajahan Kota Bharu, Negeri Kelantan, measuring approximately 19703 square meters registered under the name of the Issuer;

(c) a piece of land held under PN 6341, Lot 1850, Seksyen 17, Bandar Kota Bharu, Jajahan Kota Bharu, Negeri Kelantan measuring approximately 29810 square meters registered under the name of the Issuer;

(d) a piece of land held under PN 12273, Lot 10048, Seksyen 17, Bandar Kota Bharu, Jajahan Kota Bharu, Negeri Kelantan, measuring approximately 8.691 hectares registered under the name of the Issuer; and

(e) a piece of land held under HSD 8141, PT 714, Mukim Kampung Sireh, Jajahan Kota Bharu, Negeri Kelantan, measuring approximately 45578.983 square meters registered under the name of the Issuer;

(collectively known as the “**Said Lands**”)

(iv) An irrevocable Powers of Attorney in respect of the Project Land and the Said Lands (“**Powers of Attorney**”) to be granted by the Issuer in favour of the Security Trustee;

(v) Personal guarantees from Tan Sri Dato’ Guok Nguong Peng and Puan Sri Datin Heng Kui Heng (“**Guarantors**”);

(vi) A first party assignment and charge over all of the Issuer’s rights, title, interests and benefit in the Designated Accounts (as defined below) in respect of Tranche 2 (“**Tranche 2 Designated Accounts**”) and all

	<p>balances standing to the credit of the Tranche 2 Designated Accounts including all Permitted Investments made thereunder or held by or on behalf of the Issuer or standing to the credit of or payable to the Issuer (if any).</p>
<p>8. Designated Accounts (if any):</p>	<p>The Tranche 2 Designated Accounts are as below:</p> <p>Account name: Tranche 2 Housing Development Account (“Tranche 2 HDA”)</p> <p>Parties responsible for opening the account: Issuer</p> <p>Parties responsible for maintaining/operating the account: Issuer</p> <p>Signatories to the account: Issuer and such other parties to be agreed between the Issuer and Security Trustee.</p> <p>Sources of funds:</p> <ul style="list-style-type: none"> (i) the proceeds from the issuance of Tranche 2; (ii) the proceeds of sale of the PPA1M units under the Project as required by the Housing Development (Control and Licensing) Act, 1966 and its regulations (“Housing Development Act”); (iii) the proceeds of the grant received by the Issuer from Government of Malaysia (“GOM”) pursuant to the Facilitation Fund Agreement dated 2 August 2017 (“Facilitation Fund Agreement”); and (iv) all such other amounts/monies required to be deposited into the Tranche 2 HDA pursuant to the Housing Development Act. <p>Utilisation of funds: Monies in the Tranche 2 HDA shall be used towards the financing of development costs, payment of interest/coupon of the Tranche 2 MTNs falling due and payable and other permitted costs in accordance with the provisions under the Housing Development Act. For the avoidance of doubt, if an Event of Default has been declared, withdrawal of monies standing to the credit of the Tranche 2 HDA shall, to the extent permitted by law, be subject to the consent of the Noteholders of Tranche 2 MTNs by way of a special resolution.</p>

Account name:

Tranche 2 Collection Account

Parties responsible for opening the account:

Issuer

Parties responsible for maintaining/operating the account:

Security Trustee

Signatories to the account:

Security Trustee

Sources of funds:

The Tranche 2 Collection Account shall capture all proceeds or monies to be received by the Issuer in respect of the Project (including but not limited to proceeds from insurance/takaful claims and/or any claims received in respect of third party performance bonds and/or guarantees or any other compensation received in relation to relevant phase of the Project (if any)) other than monies that are required to be deposited into the Tranche 2 HDA pursuant to the Housing Development Act. The Tranche 2 Collection Account shall also capture proceeds arising from the sale of the Project Land and the Said Lands by the security trustee pursuant to the Powers of Attorney.

Utilisation of funds:

Funds in the Tranche 2 Collection Account shall be applied to meet the following permitted expenditure in the following order of priority provided that no Event of Default has occurred:

- (a) to make good the damage or loss or disrepair to the buildings together with all fixtures thereon erected on the Project Land; and
- (b) to redeem in full or in part the Tranche 2 MTNs,

provided that:

- 1) such withdrawal for (a) above must be accompanied by relevant supporting documents acceptable to the Security Trustees evidencing the amount payable to make good the damage or loss or disrepair to the buildings together with all fixtures thereon erected on the Project Land; and

	<p>2) no Event of Default has occurred and subsisting at the time such withdrawal is made or would occur following such withdrawal.</p> <p>For the avoidance of doubt, the Noteholders of Tranche 2 MTNs by special resolution shall have the sole discretion to determine the use of funds in the Tranche 2 Collection Account to any purposes prescribed above.</p> <p>Funds in the Tranche 2 Collection Account may be utilised for investments in Permitted Investments, provided always that such Permitted Investments shall mature and the proceeds shall be remitted into the Tranche 2 Collection Account no later than three (3) Business Days or such other period to be mutually agreed between the Issuer and the Facility Agent which shall be prior to any payment obligation becoming due and payable.</p>
9. Rating:	The MTNs are unrated.
10. Utilisation of Proceeds	The proceeds from Tranche 2 under the MTN Programme shall be utilised towards part financing the development cost of the Project on the Project Land and to defray expenses incurred in relation to the MTN Programme.
11. Other terms or special conditions:	<p><u>Additional conditions precedent specific for Tranche 2</u></p> <p>(i) A certified true copy of the identity card of each of the Guarantors;</p> <p>(ii) A copy of the insolvency search reports of the Guarantors confirming that the Guarantors are not adjudged bankrupts;</p> <p><u>Additional covenants specific for Tranche 2</u></p> <p>(i) The Guarantors shall comply with all provisions and perform all their obligations under the Transaction Documents to which they are a party;</p> <p>(ii) The Guarantors shall maintain a collective shareholding of 87.20% in the Issuer throughout the tenure of Tranche 2 of the MTN Programme;</p> <p>(iii) The Issuer shall, at all times perform all its obligations under and comply with the provisions of the Facilitation Fund Agreement;</p> <p>(iv) The Issuer shall submit quarterly reports on the progress of the Project to the Trustee and the Facility Agent;</p>

- (v) The Issuer shall not without the consent of the Trustee (which consent shall not be unreasonably withheld) incur, assume, guarantee or permit to exist any further indebtedness for borrowings which are in excess of RM15.0 million per transaction, save and except for any loans/financing or advances from its shareholders and its directors; and
- (vi) The Issuer shall not create or permit to create any encumbrance, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, negative pledge, trust arrangement for the purpose of providing security or other security interest of any kind over the Project Land including, without limitation, title transfer and/or retention arrangements having a similar effect or any agreement to create any of the foregoing, save and except a first ranking land charge over the Project Land in favour of the Security Trustee to secure Tranche 2 of the MTN Programme.
- (vii) The Issuer shall not create or permit to create any encumbrance, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, negative pledge, trust arrangement for the purpose of providing security or other security interest of any kind over the Said Lands including, without limitation, title transfer and/or retention arrangements having a similar effect or any agreement to create any of the foregoing, save and except the following:
- (a) a first ranking charge over the Said Lands in favour of the Security Trustee to secure Tranche 1 of the MTN Programme,
 - (b) a second ranking land charge over the Said Lands in favour of the Security Trustee to secure Tranche 3 of the MTN Programme; and
 - (c) a third ranking land charge over the Said Lands in favour of the Security Trustee to secure Tranche 2 of the MTN Programme.

Additional event of default specific for Tranche 2

Any National Land Code charge created by the Issuer in respect of the Project Land and the Said Lands becomes enforceable shall be an Event of Default in respect of Tranche 2 of the MTN Programme.

PURPOSE OF FINAL TERMS

This Pricing Supplement comprise the final terms required for the issue of the Tranche 2 of MTNs described herein pursuant to the MTN 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.

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 Liziz Standaco Sdn Bhd:

By:


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Authorised Signatory

Name: Tan Sri Dato' Guok Nguong Peng

Designation: Managing Director