

PRICING SUPPLEMENT

**CRESCENDO CORPORATION BERHAD
(Registration No. 199501030544 (359750-D))**

**MEDIUM TERM NOTES PROGRAMME OF UP TO RM300.0 MILLION
IN NOMINAL VALUE**

Issue No: 2
Issue of 100,000,000 Nominal Amount of MTN

Lead Manager

**OCBC BANK (MALAYSIA) BERHAD
(Registration No. 199401009721 (295400-W))**

The Pricing Supplement is dated 10 November 2023

This document (“**Pricing Supplement**”) is issued to give details of an issue of medium term notes (“**MTN**”) by Crescendo Corporation Berhad (Registration No. 199501030544 (359750-D)) (“**Issuer**”) under a medium term notes programme of up to Ringgit Three Hundred Million (RM300,000,000.00) in aggregate nominal value (“**MTN Programme**”).

This Pricing Supplement is to be read in conjunction with the terms and conditions of the MTN (“**Conditions**”) set out in the trust deed dated 24 August 2021 made between the Issuer and Universal Trustee (Malaysia) Berhad (Registration No. 197401000629 (17540-D)) 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 MTN under the MTN Programme has each been duly authorised by the resolutions of the Board of Directors’ of the Issuer dated 9 June 2021.

The Issuer hereby acknowledges that it has authorised OCBC Bank (Malaysia) Berhad (Registration No. 199401009721 (295400-W)) 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 MTN **only to prospective investors who fall within the ambit of the Selling Restrictions** for the purpose of the sale of this issuance of MTN described herein pursuant to the MTN Programme and that no further evidence of authorisation is required.

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

- (a) at the point of issuance of the MTN: The MTN 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 any one of the categories of persons specified in Part 1 of Schedule 6 of the Capital Markets and Services Act 2007, as amended or substituted from time to time (“**CMSA**”) and Part 1 of Schedule 7 of the CMSA, read together with Schedule 9 (or Section 257(3)) of the CMSA, and subject to any applicable law, order, regulation or official directive from time to time;
- (b) after the issuance of the MTN: The MTN 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 any one of the categories of persons specified in Part 1 of Schedule 6 (or Section 229(1)(b)) of CMSA read together with Schedule 9 (or Section 257(3)) of the CMSA, and subject to any applicable law, order, regulation or official directive from time to time;

- (a) each MTN Holder shall not sell, transfer or otherwise dispose of all or any part of its legal or beneficial interests in the MTN 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) and (c) above, each MTN Holder 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 MTN 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 MTN or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

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.

THERE ARE RESTRICTIONS ON THE DISTRIBUTION OF THIS PRICING SUPPLEMENT AND THE OFFERING OR SALE OF THE MTN IN MALAYSIA. 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 RESTRICTIONS.

Specific Final Terms

The following items under this heading “**Specific Final Terms**” are the particular terms which relates to the MTN to which this Pricing Supplement relate. In case of any conflict between such terms and the terms and conditions set forth in the Conditions and/or information memorandum (if any), the terms set forth in this Pricing Supplement shall govern.

1. Issuer:	Crescendo Corporation Berhad (Registration No. 199501030544 (359750-D))
2. Issue No.:	2
3. Issue Amount:	Please refer to Appendix I
4. Issue Price:	Please refer to Appendix I
5. Issue Date:	Please refer to Appendix I
6. Series and Tenure of the MTN:	Please refer to Appendix I
7. Maturity Date:	Please refer to Appendix I

8. Coupon Rate:	Please refer to Appendix I
9. Frequency of Coupon Payments:	Quarterly
10. Yield Maturity to	Not applicable
11. Utilisation Purpose Proceeds:	<p>(a) To refinance existing loans of the Crescendo Group;</p> <p>(b) for the working capital, capital expenditure and general corporate funding requirements of the Crescendo Group.</p>
12. Secured Properties:	<p>(a) Five (5) parcel(s) of land(s) located at Nusa Cemerlang Industrial Park owned by Panoramic Land Sdn Bhd (Registration No. 200301024506 (626926-T)) (“PLSB”) and held under title(s):</p> <p>(i) Geran 499645 Lot 150367;</p> <p>(ii) Geran 499646 Lot 150368;</p> <p>(iii) Geran 499647 Lot 150369;</p> <p>(iv) Geran 499598 Lot 150574;</p> <p>(v) Geran 499644 Lot 150585,</p> <p>all in Mukim Pulai, Daerah Johor Bahru, Negeri Johor (“Five (5) Titles”);</p> <p>(b) eight (8) parcel(s) of land(s) located at Nusa Cemerlang Industrial Park owned by PLSB and held under title(s):</p> <p>(i) Geran 499635 Lot 150547;</p> <p>(ii) Geran 499636 Lot 150548;</p> <p>(iii) Geran 499639 Lot 150550;</p> <p>(iv) Geran 499641 Lot 150553;</p> <p>(v) Geran 499642 Lot 150554;</p> <p>(vi) Geran 499643 Lot 150555;</p> <p>(vii) H.S.(D) 481952 PTD 154327;</p> <p>(viii) H.S.(D) 481955 (Geran 502415) PTD 154331 (Lot 150552),</p> <p>all in Mukim Pulai, Daerah Johor Bahru, Negeri Johor (“Eight (8) Titles”);</p> <p>(c) one (1) parcel of land located at Nusa Cemerlang Industrial Park owned by Panoramic Industrial Development Sdn Bhd (Registration No.</p>

	<p>198501015925 (148382-K)) (“PIDSB”) and held under title H.S.(D) 585173 PTD 209485 in Mukim Pulau, Daerah Johor Bahru, Negeri Johor (“One (1) Title”); and</p> <p>(d) four (4) parcel(s) of land(s) located at Nusa Cemerlang Industrial Park owned by PLSB and held under title(s):</p> <p>(i) Geran 499723 Lot 150579; (ii) Geran 499724 Lot 150580; (iii) Geran 499725 Lot 150583; (iv) H.S.(D) 500341 PTD 182005,</p> <p>all in Mukim Pulau, Daerah Johor Bahru, Negeri Johor (“Four (4) Titles”).</p>
<p>13. Security Documents:</p>	<p>(a) The Assignment and Charge (DSRA) dated 24 August 2021 entered into between the Issuer and the Security Agent (“Assignment and Charge (DSRA)”);</p> <p>(b) (i) the Assignment and Charge (PLSB) dated 24 August 2021 entered into between PLSB and the Security Agent in relation to the Five (5) Titles;</p> <p>(ii) the Assignment and Charge (PLSB) dated 24 August 2021 entered into between PLSB and the Security Agent in relation to the Eight (8) Titles;</p> <p>(iii) the Assignment and Charge (PIDSB) dated 24 August 2021 entered into between PIDSB and the Security Agent in relation to the One (1) Title; and</p> <p>(v) the Assignment and Charge (PLSB) dated 15 March 2022 entered into between PLSB and the Security Agent in relation to the Four (4) Titles,</p> <p>(collectively, the “Assignment and Charges”);</p> <p>(c) (i) the Specific Debenture (PLSB) dated 24 August 2021 entered into between PLSB and the Security Agent in relation to the Five (5) Titles;</p>

	<p>(ii) the Specific Debenture (PLSB) dated 24 August 2021 entered into between PLSB and the Security Agent in relation to the Eight (8) Titles;</p> <p>(iii) the Specific Debenture (PIDSB) dated 24 August 2021 entered into between PIDSB and the Security Agent in relation to the One (1) Title; and</p> <p>(iv) the Specific Debenture (PLSB) dated 15 March 2022 entered into between PLSB and the Security Agent in relation to the Four (4) Titles,</p> <p>(collectively, the “Specific Debentures”);</p> <p>(d) (i) the Land Charge (PLSB) dated 24 August 2021 entered into between PLSB and the Security Agent in relation to the Five (5) Titles;</p> <p>(ii) the Land Charge (PIDSB) dated 24 August 2021 entered into between PIDSB and the Security Agent in relation to the One (1) Title;</p> <p>(iii) the Land Charge (PLSB) dated 8 March 2022 entered into between PLSB and the Security Agent in relation to the Eight (8) Titles;</p> <p>(iv) the Land Charge (PLSB) dated 15 March 2022 entered into between PLSB and the Security Agent in relation to the Four (4) Titles;</p> <p>(collectively, the “Land Charges”); and</p> <p>(e) the Letter of Undertaking dated 24 August 2021 issued by the Issuer and PLSB in favour of the Security Agent (“Letter of Undertaking”).</p>
14. Other terms or special conditions:	Not applicable

PURPOSE OF FINAL TERMS

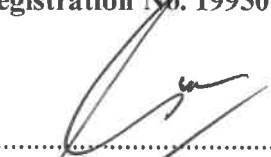
This Pricing Supplement comprise the final terms required for the Issue No. 2 of MTN described herein pursuant to the MTN Programme.

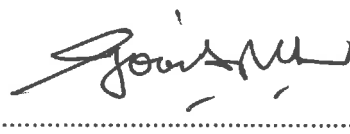
RESPONSIBILITY

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
CRESCENDO CORPORATION BERHAD
(Registration No. 199501030544 (359750-D))


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Director/Authorised Signatory
Name: GOOI SEONG HEEN


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Director/Authorised Signatory
Name: GOOI SEONG CHNEH

Crescendo Corporation Berhad
Medium Term Notes Programme of up to RM300.0 million in Aggregate Nominal Value

Issue No.	Series of MTN to be issued	Tenure of MTN to be issued (Years)	Issue Amount (RM)	Issue Date	Maturity Date	Coupon Rate - Floating Rate
2	21	5	50,000,000.00	16 November 2023	16 November 2028	Floating rate of 1.35%p.a. above the Subscriber's COF*subject to variation of the same by the Subscriber at every coupon period interval *COF = shall be the 3 month's COF of the Subscriber
	22	2	7,000,000.00	16 November 2023	14 November 2025	
	23	2.5	7,000,000.00	16 November 2023	15 May 2026	
	24	3	7,000,000.00	16 November 2023	16 November 2026	
	25	3.5	7,000,000.00	16 November 2023	14 May 2027	
	26	4	7,000,000.00	16 November 2023	16 November 2027	
	27	4.5	7,000,000.00	16 November 2023	16 May 2028	
	28	5	8,000,000.00	16 November 2023	16 November 2028	
Total			100,000,000.00			