

PRICING SUPPLEMENT dated 18 JANUARY 2018

LIZIZ STANDACO SDN BHD

(Company No. 549015-D)

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

Tranche No: 1

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.]

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| 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. : | 1 (“ Tranche 1 ”) |
| 4. | Maximum debt size | RM150.0 million |
| 5. | Early Redemption (if any): | The Issuer may at any time redeem the Notes under Tranche 1 of the MTN Programme prior to their maturity provided that a notice on such redemption (“ Early Redemption Notice ”) has been given to the Facility Agent and the Trustee by the Issuer at least thirty (30) days (or such other period to be agreed between the Issuer and the Facility Agent). The early redemption amount pursuant to such redemption shall be mutually agreed upon between the |

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| | Issuer and the Trustee (acting on behalf of the Tranche 1 Noteholders) upon the receipt of the Early Redemption Notice. |
| 6. Secured/Unsecured: | Secured |
| 7. Tranche Security: | <p>(i) A first party first ranking legal charge ("First Land Charge") by the Issuer over the following properties in favour of the Security Trustee:</p> <ul style="list-style-type: none"> (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 ("International Mall Land"); (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 ("Platinum Wholesale City Land"); (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 ("Tesco Land"); (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 ("AEON Land"); 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 ("Vacant Commercial Land"); <p>(collectively known as the "Said Lands")</p> <p>(ii) A memorandum of deposit of titles in respect of the International Mall Land and the Platinum Wholesale City Land together with a lienholder's caveat on the same;</p> <p>(iii) A first ranking assignment and charge by the Issuer</p> |

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| | <p>over the tenancy agreements entered into between the Issuer and AEON Co. (M) Berhad and TESCO Stores (Malaysia) Sdn Bhd respectively, assigning amongst others, the rental proceeds received from AEON Co. (M) Berhad and TESCO Stores (Malaysia) Sdn Bhd;</p> <p>(iv) An irrevocable Power of Attorney in respect of the Said Lands (“Power of Attorney”) to be granted by the Issuer in favour of the Security Trustee;</p> <p>(v) Personal guarantees from Tan Sri Dato’ Guok Nguong Peng and Puan Sri Datin Heng Kui Heng (“Guarantors”); and</p> <p>(vi) A first party assignment and charge over all of the Issuer’s rights, title, interests and benefit in the Designated Account (as defined below) in respect of Tranche 1 (“Tranche 1 Designated Account”) and all balances standing to the credit of the Tranche 1 Designated Account 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> |
| 8. Designated Accounts (if any): | <p>The Tranche 1 Designated Account is as below:</p> <p>Account name: Tranche 1 Collection Account</p> <p>Parties responsible for opening the account: Issuer</p> <p>Parties responsible for maintaining/operating the account: Security Trustee</p> <p>Signatories to the account: Security Trustee</p> <p>Sources of funds: The Tranche 1 Collection Account shall capture all proceeds or monies to be received by the Issuer in respect of the Said Lands on a proportionate basis based on the maximum debt size of Tranche 1 as against the aggregate maximum debt size of Tranche 1 and Tranche 3 (including any rental proceeds received in relation to the Said Lands (if any)). The Tranche 1 Collection Account shall also capture proceeds</p> |

| | <p>arising from the sale of the Said Lands by the Security Trustee pursuant to the Power of Attorney accordingly.</p> <p>Utilisation of funds: Funds in the Tranche 1 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:</p> <p>(a) to pay any coupon payable under Tranche 1 of the MTN Programme; and</p> <p>(b) to redeem the Tranche 1 MTNs on a proportionate basis based on the maximum debt size of Tranche 1 as against the aggregate maximum debt size of Tranche 1 and Tranche 3,</p> <p>For the avoidance of doubt, the Noteholders of Tranche 1 MTNs by special resolution shall have the sole discretion to determine the use of funds in the Tranche 1 Collection Account to any purposes prescribed above.</p> <p>Funds in the Tranche 1 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 1 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> | | | | | | |
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| 9. Rating: | The MTNs are unrated. | | | | | | |
| 10. Utilisation of Proceeds | <p>The proceeds from Tranche 1 under the MTN Programme shall be utilised for the following purposes:</p> <table border="1"> <thead> <tr> <th>Purposes</th><th>Amount (up to RM' million)</th></tr> </thead> <tbody> <tr> <td>(i) To finance the purchase cost of Vacant Commercial Land;</td><td>30.0</td></tr> <tr> <td>(ii) To refinance the Commodity Murabahah Term Financing-i of RM60.0 million and Commodity Murabahah Term Financing-i of RM7.5 million by Maybank</td><td>66.0</td></tr> </tbody> </table> | Purposes | Amount (up to RM' million) | (i) To finance the purchase cost of Vacant Commercial Land; | 30.0 | (ii) To refinance the Commodity Murabahah Term Financing-i of RM60.0 million and Commodity Murabahah Term Financing-i of RM7.5 million by Maybank | 66.0 |
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| <p>11. Other terms or special conditions:</p> | <p><u>Additional conditions precedent specific for Tranche 1:</u></p> <ul style="list-style-type: none"> (i) Receipt of the redemption statement cum undertaking from Maybank Islamic Berhad in relation to the Existing Financing Facilities. (ii) Receipt of an undertaking from the solicitors acting on behalf of the Ong Loo Yeap, the private caveat holder on the Vacant Commercial Land to release the title and withdraw the private caveat in respect of Vacant Commercial Land immediately upon receipt of the purchase consideration in relation to the Vacant Commercial Land. (iii) Receipt of a letter of undertaking by the Issuer to the Trustee to redeem the outstanding Tranche 1 MTNs in the event that the First Land Charge over the Said Lands is not registered in favour of the Security Trustee by 31 March 2018 or such further date as may be agreed upon between the Issuer and the Trustee; (iv) A certified true copy of the identity card of each of the Guarantors; and (v) A copy of the insolvency search reports of the Guarantors confirming that the Guarantors are not adjudged bankrupts. <p><u>Conditions subsequent specific for Tranche 1</u></p> | | | | |

- (i) By 31 March 2018 or such other later date as may be agreed to by the Trustee, the Issuer shall deliver to the Trustee the following:
 - (a) Evidence that a first ranking land charge over the Said Lands have been registered in favour of the Security Trustee; and
 - (b) Evidence that a first ranking assignment and charge by the Issuer over the rental proceeds received from AEON Co. (M) Berhad and TESCO Stores (Malaysia) Sdn Bhd have been registered in favour of the Security Trustee.
- (ii) Within ten (10) Business Days from the Issue Date of Tranche 1 under the MTN Programme or such other later date as may be agreed to by the Lead Arranger, the Issuer shall deliver to the Lead Arranger the acknowledgement of the notice of assignment by the account bank in respect of the Tranche 1 Designated Account.

Additional covenants specific for Tranche 1

- (i) The Guarantors shall comply with all provisions and perform all their obligations under the Transaction Documents to which they are a party;
- (ii) The Guarantors shall maintain a collective shareholding of 87.20% in the Issuer throughout the tenure of Tranche 1 of the MTN Programme;
- (iii) The Issuer shall procure and ensure that a first ranking assignment and charge over any tenancy agreement entered into by any tenant in respect of the Said Lands from time to time throughout the tenure of Tranche 1 of the MTN Programme is registered in favour of the Security Trustee;
- (iv) 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;
- (v) The Issuer shall not create or permit to create any encumbrance, mortgage, charge (whether fixed or

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| | <p>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</p> <p>(a) a second ranking land charge over the Said Lands in favour of the Security Trustee to secure Tranche 3 of the MTN Programme;</p> <p>(b) a third ranking land charge over the Said Lands in favour of the Security Trustee to secure Tranche 2 of the MTN Programme; and</p> <p>(c) a first ranking land charge over the Said Lands in favour of the Security Trustee to secure Tranche 1 of the MTN Programme; and</p> <p>(vi) The Issuer shall maintain a minimum security cover ratio of at least two (2) times throughout the tenure of Tranche 1 under the MTN Programme.</p> <p><u>Additional event of default specific for Tranche 1</u></p> <p>Any National Land Code charge created by the Issuer in respect of the Said Lands becomes enforceable shall be an Event of Default in respect of Tranche 1 of the MTN Programme.</p> |
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PURPOSE OF FINAL TERMS

This Pricing Supplement comprise the final terms required for the issue of the Tranche 1 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