

SUPPLEMENTAL PRICING SUPPLEMENT dated

LIZIZ STANDACO SDN BHD

(Registration No. 200101013258 (549015-D))

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

Tranche No: 3

This Supplemental Pricing Supplement is a supplement to, and has to be read in conjunction with the Pricing Supplement dated 12 March 2018 issued by Liziz Standaco Sdn Bhd (Registration No. 200101013258 (549015-D)) (“**Pricing Supplement**”), and except where the context otherwise requires, words and expressions defined in the Pricing Supplement bear the same meaning when used herein. In case of any conflict between the terms of the Pricing Supplement and this Supplemental Pricing Supplement, the terms set forth in this Supplemental Pricing Supplement shall govern.

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.

For the avoidance of doubt, this Supplemental 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.

The following paragraph in the Pricing Supplement is hereby amended and replaced as follows:

1. Tranche Security:	(i) A first party second ranking land charge by the Issuer over the following properties in favour of the Security Trustee: (a) 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”); (b) 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”); (c) 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 (d) 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”); (e) the following lands all situated in Mukim Pintu Gang, Jajahan Kota Bahru, Kelantan (“Pintu Gang Lands”);
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	(1) HS(D) 6939 PT 1160;
	(2) HS(D) 6940 PT 1161;
	(3) HS(D) 6941 PT 1162;
	(4) HS(D) 6942 PT 1163;
	(5) HS(D) 6943 PT 1164;
	(6) HS(D) 6944 PT 1165;
	(7) HS(D) 6945 PT 1166;
	(8) HS(D) 6946 PT 1167;
	(9) HS(D) 6947 PT 1168;
	(10) HS(D) 6948 PT 1169;
	(11) HS(D) 6949 PT 1170;
	(12) HS(D) 6950 PT 1171;
	(13) HS(D) 6951 PT 1172;
	(14) HS(D) 6952 PT 1173;
	(15) HS(D) 6953 PT 1174;
	(16) HS(D) 6954 PT 1175;
	(17) HS(D) 6955 PT 1176;
	(18) HS(D) 6956 PT 1177;
	(19) HS(D) 6957 PT 1178;
	(20) HS(D) 6958 PT 1179;
	(21) HS(D) 6959 PT 1180;
	(22) HS(D) 6960 PT 1181;
	(23) HS(D) 6961 PT 1182;
	(24) HS(D) 7055 PT 1276;
	(25) HS(D) 7056 PT 1277;
	(26) HS(D) 7057 PT 1278;
	(27) HS(D) 7058 PT 1279;
	(28) HS(D) 7059 PT 1280;
	(29) HS(D) 7060 PT 1281;
	(30) HS(D) 7061 PT 1282;
	(31) HS(D) 7062 PT 1283;
	(32) HS(D) 7063 PT 1284;
	(33) HS(D) 7064 PT 1285;
	(34) HS(D) 7065 PT 1286;
	(35) HS(D) 7066 PT 1287;
	(36) HS(D) 7067 PT 1288;
	(37) HS(D) 7068 PT 1289;
	(38) HS(D) 7069 PT 1290;
	(39) HS(D) 7070 PT 1291;
	(40) HS(D) 7071 PT 1292;
	(41) HS(D) 7072 PT 1293;
	(42) HS(D) 7073 PT 1294;
	(43) HS(D) 7074 PT 1295;
	(44) HS(D) 7075 PT 1296;
	(45) HS(D) 7076 PT 1297;
	(46) HS(D) 7077 PT 1298;
	(47) HS(D) 7078 PT 1299;
	(48) HS(D) 7079 PT 1300;
	(49) HS(D) 7080 PT 1301;

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| | <ul style="list-style-type: none">(50) HS(D) 7081 PT 1302;(51) HS(D) 7082 PT 1303;(52) HS(D) 7083 PT 1304;(53) HS(D) 7084 PT 1305;(54) HS(D) 7085 PT 1306;(55) HS(D) 7086 PT 1307;(56) HS(D) 7087 PT 1308;(57) HS(D) 7088 PT 1309;(58) HS(D) 7089 PT 1310;(59) HS(D) 7090 PT 1311;(60) HS(D) 7091 PT 1312;(61) HS(D) 7135 PT 1356;(62) HS(D) 7136 PT 1357;(63) HS(D) 7137 PT 1358;(64) HS(D) 7138 PT 1359;(65) HS(D) 7139 PT 1360;(66) HS(D) 7140 PT 1361;(67) HS(D) 7141 PT 1362;(68) HS(D) 7142 PT 1363;(69) HS(D) 7143 PT 1364;(70) HS(D) 7144 PT 1365;(71) HS(D) 7145 PT 1366;(72) HS(D) 7146 PT 1367;(73) HS(D) 7147 PT 1368;(74) HS(D) 7148 PT 1369;(75) HS(D) 7149 PT 1370;(76) HS(D) 7150 PT 1371;(77) HS(D) 7151 PT 1372;(78) HS(D) 7152 PT 1373;(79) HS(D) 7153 PT 1374;(80) HS(D) 7154 PT 1375;(81) HS(D) 7155 PT 1376;(82) HS(D) 7156 PT 1377;(83) HS(D) 7157 PT 1378;(84) HS(D) 7158 PT 1379;(85) HS(D) 7159 PT 1380;(86) HS(D) 7160 PT 1381;(87) HS(D) 7161 PT 1382;(88) HS(D) 7162 PT 1383;(89) HS(D) 7163 PT 1384; and(90) HS(D) 7164 PT 1385. |
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(collectively known as the “**Said Lands**”)

- (ii) A second ranking assignment and charge by the Issuer over the rental proceeds from AEON Co. (M) Berhad and TESCO Stores (Malaysia) Sdn Bhd;

	(iii) 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; (iv) Personal guarantees from Tan Sri Dato' Guok Nguong Peng and Puan Sri Datin Heng Kui Heng ("Guarantors"); and (v) 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 3 ("Tranche 3 Designated Account") and all balances standing to the credit of the Tranche 3 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).
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PURPOSE OF FINAL TERMS

This Pricing Supplement comprise the final terms required for the issue of the Supplemental Tranche 3 of MTNs described herein pursuant to the MTN Programme.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Supplemental Pricing Supplement. The Issuer confirms that having made all enquiries as were reasonable, the information contained in this Supplemental 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:

Authorised Signatory

Name: Tan Sri Dato' Guok Nguong Peng (NRIC No. 510926-08-6187)

Designation: Managing Director