



MULKIA-GULF REAL ESTATE REIT FUND

(Closed-end, Shariah-compliant real estate investment traded fund)

Mulkia-Gulf Real Estate REIT Fund has been approved as a closed-ended investment traded fund “compliant with the Islamic Sharia standards” takes the form of a special purpose entity in accordance with the provision of the real estate investment funds regulations and the rules governing special purpose entities.

Mulkia-Gulf Real Estate was approved as an investment fund complied with the Islamic sharia standard from the Fund’s assigned Sharia Board, approval no. MLK-689-04-01-05-17”

Fund Manager: Mulkia Investment

Fund Custodian: Albilad Capital

| Fund’s details before increase of total asset value | Fund’s details after increase of total asset value for the second additional offering: |
|--|--|
| Fund’s capital as of the date of offering: SR 600,000,000 Fund’s current size: SR 751,000,000 Fund’s current number of units: 60,000,000 units | Fund’s capital after increase of total asset value: SR 1,037,659,950 Fund’s size as of 30/06/2023: SR 1,433,727,296 Fund’s number of units after increase: 103,765,995 units |
| Fund’s details after increase of total asset value for the first additional offering: | Number of additional units offered to public: 35,657,343 units |
| Fund’s targeted capital: SR 681,086,520 Fund’s targeted size: SR 971,336,521 Fund’s number of units after increase: 68,108,652 units Number of additional units offered to public: 8,108,652 units Number of additional units offered for in-kind subscriptions: 8,108,652 units Number of additional units offered for cash subscriptions: not applicable Nominal value of additional units: SR 10 per unit Total nominal value of additional units: SR 81,086,520 Unit target offering price during Subscription: SR 9.94 per unit. The total value of the additional units at the target offering price: SR 80,600,000 Percentage of units offered to Fund’s targeted size: 8.3% | Number of additional units offered for in-kind subscriptions: 3,556,911 units Number of additional units offered for cash subscriptions: 32,100,432 units Offering price per unit: SR 6.68 Percentage of units offered to Fund’s size: 24.87% |

Date of CMA’s approval to the Fund’s incorporation and offering of its units: 09/08/2017

Date of Issuance of Terms and Conditions: 16/10/2017

Date of last update 30/01/2024

This document is the amended version of the Terms and Conditions of the Gulf Real Estate REIT Fund that reflects the following changes (Restructuring the board of directors, changing the property manager, and appointing a real estate evaluator) according to the notification letter of the Capital Market Authority 30.1.2024).

Norah Abduh Albarraq

Omar Abdulkarim Al-Othaim

Compliance & AML Manager

CEO & CIO

The Capital Market Authority (CMA) does not make any representations as to the accuracy or completeness of this document, and expressly disclaim any liability whatsoever for any loss arising from, or incurred in reliance upon. Those wishing to subscribe in the Fund units offered under this document, should read this document completely before subscription and investigate the validity of the information provided regarding the offered units. In case the contents of this document are not understood, they must seek advice from an authorized financial advisor.

Note: All investors should carefully read and review all documents and instruments related to the Fund prior to take a decision to invest.

Important Notice

Prospective investors must carefully read the entirety of these Terms and Conditions before making any decision to invest in the Fund. Investment in the Fund involves certain risks and may not be suitable for all investors. Investors must be willing to assume the risks associated with an investment in the Fund, which are described in Paragraph (8) of these Terms and Conditions. If an investor does not understand contents of these Terms and Conditions, it must consult an authorized financial adviser regarding the following:

- a. Appropriateness of investment in the fund to achieve the investor's investment objectives
- b. Investor's ability to bear any potential losses of capital as a result of the risks associated with investment in the Fund.

Accordingly, investors are to be informed that the decision to invest in the Fund and the risks arising therefrom will be made at their own risk.

Investor's purchase of any of the Fund units serves as an acknowledgment of its part that it has reviewed and accepted the Fund's Terms and Conditions, and will be treated as applying solely on the basis of the information contained in these Terms and Conditions, copies of which are available on Mulkia Investment website ("the Fund Manager") (www.mulkia.com.sa) or Saudi Stock Exchange ("Tadawul") website (www.tadawul.com.sa). Furthermore, the Fund Manager has not authorized any person to give any information or provide any statement regarding the Units Offering other than those contained in these Terms and Conditions. Other information or statements, if any, must not be relied upon as having been given or provided by the Fund Manager.

These Terms and Conditions have been prepared by the Fund Manager as a Saudi closed joint stock company registered in the Saudi Commercial Register under No. 1010407245 and a person licensed by CMA under License No 37-13170 in accordance with provisions of Real Estate Investment Funds Regulations issued by CMA Board of Directors pursuant to Resolution No. 1-193-2006 dated 19/06/1427H (corresponding to 15/07/2006G) and provisions of Real Estate Investment Traded Funds Instructions issued by CMA pursuant to Resolution No. 6-130-2016 dated 23/01/1438H (corresponding to 24/10/2016G) and amended pursuant to Resolution No. 2- 115- 2018 dated 13/02/1440H (corresponding to 22/10/2018G) ("Real Estate Investment Traded Funds Instructions").

The Fund Manager shall be liable for the information contained in these Terms and Conditions and shall confirm, to the best of its knowledge (after making reasonable effort to ensure the same), that they do not include any false or misleading statements and do not omit any matters that should be included therein by virtue of the Regulations issued by CMA Board of Directors.

A substantial portion of the information in these Terms and Conditions relevant to the real estate market is derived from external sources, including the value of real estate assets as assessed by independent real estate evaluator, the areas of real estate properties as stated in construction completion certificates, or lease contracts. While the Fund Manager has no reason to believe that any of this information are materially inaccurate, the Fund Manager has not independently verified such information, and no representation or assurance is made by the Fund Manager or consultants with respect to the accuracy or completeness of any of this information.

Forecasts set forth in these Terms and Conditions have been prepared on the basis of assumptions based on the Fund Manager's information according to its market experience, as well as on publicly available market information. Future operating conditions may differ from the assumptions used and consequently no affirmation, representation or warranty is made with respect to the accuracy or completeness of any of these forecasts.

Prospective investors should not consider these Terms and Conditions as an advice on any tax, legal, Sharia, investment or any other matters. Prospective Investors are advised to consult with their authorized independent professional, legal and Sharia advisors on the purchase, acquisition or disposition of the Units as well as the regulatory requirements applicable to them, foreign exchange restrictions in this regard and consequences of such purchase, acquisition, sale or disposition in terms of income, tax and Zakah. An Investor must rely on its own examination of the appropriateness of both the investment opportunity and the information herein with regard to the investor's individual objectives, financial situation and needs, including the merits and risks involved in investing in the Fund.

An investment in the Fund may be appropriate for some investors but not others, and the prospective investors should not rely on another party's decision to invest or not to invest as a basis for their own examination of the investment opportunity and such investor's individual circumstances.

These Terms and Conditions must not be considered as a recommendation by the Fund Manager to subscribe in the Initial Offering or to subscribe upon the increase of the total value of the Fund's assets by offering additional units. Moreover, information provided in these Terms and Conditions is of a general nature and has been prepared without taking into account individual investment objectives, financial situation or particular investment needs of the persons who intend to invest in the offered Units.

Subscription for Units is only made available to the following categories: (A) Saudi natural persons and GCC nationals; (B) Natural residents in Saudi Arabia under Residency ID; (C) Institutions, companies, investment funds, and other legal entities and legal persons existing in the Kingdom of Saudi Arabia. Recipients of these Terms and Conditions are required to review any legal or regulatory restrictions relevant to the Initial Offer and sale of units. Recipients are also required to observe all such restrictions, including Law of Real Estate Ownership and Investment by Non-Saudis. It must be noted that these Terms and Conditions do not constitute an offer or invitation by any person in any country where such offer or invitation is prohibited by law, nor an offer or invitation to any person prohibited to receive such offer or invitation by law. Recipients of these Terms and Conditions are required by the Fund Manager to identify and abide by such restrictions.

The information contained in these Terms and Conditions as at issuance date of the same is subject to change. In particular, units value may be adversely affected by future developments, such as inflation, interest rates change, taxation or other economic, political or other factors, over which the Fund Manager has no control (See Paragraph (8) of these Terms and Conditions for more details). Neither these Terms and Conditions nor any oral or written information in relation to the Offered Units is intended to be, or should be construed as or relied upon in any way as, a warranty or confirmation as to future earnings, results or events.

Certain statements in these Terms and Conditions constitute, or may be deemed to constitute, "forward-looking assumptions". Such assumptions can generally be identified by their use of forward-looking words such as "plans", "estimates", "believes", "expects", "anticipates", "may", "will", "should", "expected", "would be" or the negative thereof or other variations of such terms or comparable terminology. These assumptions reflect current opinions of the Fund Manager with respect to future events, but they are not a guarantee of future performance. There are many factors which may cause the actual results, performance or achievements of the Fund to be materially different from any future results, performance, achievements expressed or implied by such future assumptions. Some of these risks and factors that may create such influence are detailed in other sections of these Terms and Conditions (See Paragraph (8) of these Terms and Conditions for more details). Should any one of these risks or uncertainties materialize or any underlying assumptions prove to be incorrect or inaccurate, actual results of the Fund may vary materially from those described in these Terms and Conditions as predicted, estimated or planned.

Fund Guide

| | | | | |
|---|---|---|---|---|
| Fund Manager | Mulkia Investment Co. Kingdom of Saudi Arabia, Riyadh Prince Abdulaziz Ibn Mused Ibn Jalawi Street, As Sulaymaniyah District. The Elite Mall, 1st floor. P.O Box 52775 Zip Code 12234. Tel: 8001199992 Fax: +966 (11) 293 2799 Website: www.mulkia.com.sa Email: info@mulkia.com.sa |  | | |
| Auditor | Ibrahim Ahmed Al Bassam & Partners Legal Accountants Bassam & Partners Kingdom of Saudi Arabia, Riyadh P.O Box 28355, Riyadh 11437 Tel: +966 11 239 5353 Fax: +966 11 206 5444 Website: http://www.pkfalbassam.com/ Email: info.sa@pkf.com |  | | |
| Custodian | Albilad Capital Kingdom of Saudi Arabia, Riyadh King Fahd Road, P.O. Box 140, Riyadh 11411 Tel: +966 9200 3636 Fax: + 966 11 290 6299 Website: www.albilad-capital.com Email: custody@albilad-capital.com |  | | |
| Shariyah Board | Shariyah Review Bureau Bahrain, Manama P.O Box 21051, Riyadh 13212 Kingdom of Saudi Arabia P.O Box 40469, Jeddah 21499 Tel: 0122293424 Website: www.shariyah.com |  | | |
| Receiving Parties | <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">  <p>البنك السعودي الفرنسي Banque Saudi Fransi Kingdom of Saudi Arabia, Riyadh Al Maather Road P.O. Box 56006, Riyadh 11554 Tel: + 966-11-289-9999 www.alfransi.com.sa</p> </td> <td style="width: 50%; vertical-align: top;">  <p>الجزيرة كابيتال ALJAZIRA CAPITAL Kingdom of Saudi Arabia, Riyadh King Fahd Road P.O. Box 20438, Riyadh 11455 Tel: +966 11 2256000 www.aljaziracapital.com.sa</p> </td> </tr> </table> |  <p>البنك السعودي الفرنسي Banque Saudi Fransi Kingdom of Saudi Arabia, Riyadh Al Maather Road P.O. Box 56006, Riyadh 11554 Tel: + 966-11-289-9999 www.alfransi.com.sa</p> |  <p>الجزيرة كابيتال ALJAZIRA CAPITAL Kingdom of Saudi Arabia, Riyadh King Fahd Road P.O. Box 20438, Riyadh 11455 Tel: +966 11 2256000 www.aljaziracapital.com.sa</p> |  <p>Mulkia Investment</p> |
|  <p>البنك السعودي الفرنسي Banque Saudi Fransi Kingdom of Saudi Arabia, Riyadh Al Maather Road P.O. Box 56006, Riyadh 11554 Tel: + 966-11-289-9999 www.alfransi.com.sa</p> |  <p>الجزيرة كابيتال ALJAZIRA CAPITAL Kingdom of Saudi Arabia, Riyadh King Fahd Road P.O. Box 20438, Riyadh 11455 Tel: +966 11 2256000 www.aljaziracapital.com.sa</p> | | | |
| Property Manager | Property & facility Management Co (Edarah) Kingdom of Saudi Arabia, Riyadh Tahlia Street - Almas Plaza P.O Box 67008, Riyadh 11596 Tel: +966 920002792 Email: info@edarah.sa |  | | |
| Property Manager | THIQA Kingdom of Saudi Arabia Imam Mohammad Ibn Saud Road- Al Wadi District P.O Box 89513, Riyadh 11962 Tel: +966920000545 Email: info@thiqa.sa |  | | |

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|--|---|---|
| Property Manager | Retail Real Estate Co Kingdom of Saudi Arabia P.O Box 91220, Riyadh 11633 Tel: +966 920009713 Email: info@rrc.sa |  شركة عقارات التجزئة RETAIL REAL ESTATE CO. |
| Real Estate Valuers | Century 21 Kingdom of Saudi Arabia, Riyadh Anas Ibn Malik Road, Al-Malqa District Tel: +966 11 4000360 Email: mail@century21saudi.com |  |
| Value Experts Kingdom of Saudi Arabia, Riyadh Anas Ibn Malik Road, Al-Malqa District Tel: 00966 11 4011292 Email: info@valuexperts.com |  | |
| Nojoom Al-Salam Kingdom of Saudi Arabia, Riyadh Eastern Ring Road, Al-Rayyan District Tel: 920004468 |  شركة نجوم السلام للاستثمار والتطوير العقاري شركة سعودية مساهمة مقفلة | |
| Saudi Asset Valuation Company Kingdom of Saudi Arabia, Riyadh Al Mezan Building, Olaya District Tel: 966920002011 Email: tathmen@tathmen.net |  شركة التقييم والتأمين الأصول Saudi Asset Valuation Company | |
| Estand Valuation Riyadh, Al-Yasmeen District Anas Bin Malik Road Square Center 25, Building No. 4040 Office No. 2, First Floor P.O Box 12236 Riyadh 11473 Tel: 920019905 Kingdom of Saudi Arabia Email: info@estnad.com |  استناد Estnad للتقييم العقاري | |
| Valie for Real Estate Evaluation Kingdom of Saudi Arabia, Riyadh P.O Box 8991, Riyadh 12611 Tel: 920009518 Kingdom of Saudi Arabia Website: www.valie.sa Email: Info@Valie.Sa |  فالي VALIE | |
| White Cubes Kingdom of Saudi Arabia, Riyadh P.O. Box 2955 Tel: 00966 11 8101765 Email: mnt@whitecubesre.com |  WHITE CUBES VALUATION & ADVISORY SERVICES | |
| Barcode company Kingdom of Saudi Arabia, Riyadh P.O. Box 8604 Tel: 920005564 Email: www.barcode-sa.com |  باركود BARCODE 92 000 5564 تقييم الأصول Assets Valuation | |

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| Legal Advisor | The Law Office of Mohammed Al Ammar (in cooperation with King & Spalding LLP) Kingdom Center, 20th floor King Fahd Road P.O. Box 14702 Riyadh 11434 Tel: 00966114669400 Kingdom of Saudi Arabia Website: www.kslaw.com | مكتب محمد العقار للمحاماة والاستشارات القانونية بالتعاون مع كينج آند سبولدينج THE LAW OFFICE OF MOHAMMED ALAMMAR In cooperation with King & Spalding LLP |
| Legal Advisor (second additional offering) | Alsaleh, Alsahli & Partners Law Firm Alsaif Center, 1 st floor, office 4 King Abdullah Road, Al Worood District P.O. Box 90549 Riyadh: 11623 Tel: 966112054555 Kingdom of Saudi Arabia Website: www.ssfirm.com.sa | الصالح والساهلي ومشاركوهم للمحاماة والاستشارات القانونية Alsaleh, Alsahli & Partners Law Firm |

Executive Summary

In these Terms and Condition, unless the context requires otherwise, the following terms and expressions shall have the meaning assigned thereto below:

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| The Fund's Name | Mulkia-Gulf Real Estate REIT Fund is an Islamic sharia compliant closed- ended traded real estate investment fund takes the form of a special purpose entity accordance with the provision of the real estate investment funds regulations and the rules governing special purpose entities. |
| Fund Manager | Mulkia Investment Company, a licensed person to conduct management activities under the Authorized Persons Regulations, and responsible for managing the fund's assets. |
| Fund Duration | Ninety-nine (99) years from offering closing date, which can be renewed for similar term at the Fund Manager's sole discretion following the approval of the Fund's Board and CMA |
| Board of Directors | The Fund's board of directors and the Fund Manager shall appoint its members to monitor the Fund Manager's activities. |
| CMA or Authority | Saudi Capital Market Authority |
| Fund Currency | The Currency used to evaluate the fund's units' price, which is Saudi Riyal. |
| The Regulations | Real Estate Investment Funds Regulations issued by CMA and the real estate investment funds regulations and the rules governing special purpose entities. |
| Real Estate Investment Traded Funds Instructions | The instructions on real estate investment traded funds issued by CMA |
| Business Day | Any business day on which the Saudi banks are open to exercise their operation |
| KSA | Kingdom of Saudi Arabia |
| Management Fees | Fees paid to the Fund Manager for the investment fund management. |
| Subscription fees | 2.0% of the final subscription amount paid to the Fund Manager, after allocation is made. |
| Net profit | Total revenues of the fund after deducting total expenses incurred by the fund, excluding capital gains resulting from the sale of real estate assets and other investments that may be reinvested with the aim of acquiring additional assets or maintaining and renewing the fund's existing assets. |
| Unit | The share of any owner in any fund consisting of units or part thereof, and each unit shall be treated as representing a common share in the net assets of the fund. |
| Fund Capital | Total amounts of subscriptions by unitholders in the fund. |
| Total Asset Value (Fund Size) | Total value of the fund's assets, including real estate assets. It also means the amounts collected from investors in the fund in addition to any existing financing amounts on the fund. |
| Unit Value | Net value of the fund's assets divided by the number of outstanding units at the time of valuation. |
| Sharia Board | A group of Sharia scholars appointed by the Fund Manager to review and approve the fund's activities and ensure the extent to which investment products comply with the regulations of Islamic Shariah. |
| Subscriber (Unitholder) | A person who owns units in the fund which represent a common share in the net assets of the fund, collectively referred to as "subscribers" or "unitholders". |

| | |
|---|---|
| Valuer | A person appointed by the Fund Manager to evaluate the fund's real estate assets and who has the necessary know-how and experience to provide real estate valuation services, and is licensed and approved by the Saudi Authority for Accredited Valuers (Taqeem). |
| Net Asset Value | Total value of the fund's assets, including real estate assets, as valued by the valuer at the end of each valuation period (June 30, December 31), plus any accrued revenues less all outstanding liabilities of the fund. |
| Terms and Conditions | The contract between the Fund Manager and the subscribers, which contains terms and conditions, and subject to which the Fund Manager shall manage the subscribers' investments, and shall be paid for works performed, management fees, commissions and other amounts as stated in Paragraph 12, Fees, Charges, Commissions and Management Fees. |
| Real Estate Purchase commission | A maximum of 2.5% of the real estate acquisition value, to be calculated and paid to real estate broker upon delivery of the property. The real estate broker may be a related party. |
| The Market | The Saudi Stock Exchange |
| Related Party | 1) Fund Manager, 2) Custodian, 3) Property Manager, 4) Valuer, 5) Legal Accountant, 6) Board Members, or any executives or employees of any of the aforementioned, 7), any unitholder owing more than 5% of the fund's net assets, or any person who is an affiliate or in control of any of the persons above mentioned persons. |
| Fund Board Independent Member | An Independent Fund Board Member enjoying full independence, as defined in Glossary of Defined Terms issued by CMA. |
| Real Estate Investment Traded Fund | A real estate investment fund that is publicly offered and the units of which are traded on the Exchange, whose primary investment objective is to invest in structurally developed real estates that generate periodic and rental income. A prescriptive percentage of the fund's net profit must be distributed in cash to the unitholders during the fund life, at least annually. |
| Structurally Developed Real Estate | Real estate that is developed and ready for use, including, but not limited to, residential, commercial, industrial, and agricultural real estates and others. |
| Public Unitholder | Anyone who owns a unit in the Real Estate Investment Traded Fund, excluding the following: Major Unitholder. Fund Manager and its subsidiaries Members of Fund Board of Directors |
| Major Unitholder | A person who owns 5% or more of the units of the Real Estate Investment Traded Fund. |
| Block | A part of an approved, area-defined plan, bounded on its four sides by streets. It is used in these Terms and Conditions to refer to the projects located thereon. |
| Minor | Anyone under 18 Hijri years. |
| Guardian | A person who has the power to decide and act on behalf of a minor under 18 years of age, including head of the family. |
| Trustee | A person who has the power to decide and act on behalf of a minor, this power is acquired by a trusteeship deed issued by competent court. |
| Promissory note | A written executive instrument or document, subject to the Law of Commercial Papers, that manifests the pledge or duty of one individual to pay a specified amount of money to another after a certain period of time or at a specified date. It is a guarantee to pay the amount specified therein. It is considered as an executive instrument and can be submitted to enforcement court according to Enforcement Law issued by Royal Decree No. M / 53 dated 8/13/1433H. |
| Authorized Person | A person authorized by the CMA to engage in securities business. |
| Right of Pre-emption | It gives a partner the right to purchase a property before it is offered to others. |

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1. Name and Type of the Fund:

The name of the Fund is MULKIA-GULF REAL ESTATE REIT FUND, a closed-ended, Shariah-compliant real estate investment traded fund takes the form of a special purpose entity accordance with the provision of the real estate investment funds regulations and the rules governing special purpose entities.

2. Address of the Head Office of the Fund Manager:

2.1 The address of the head office of Mulkia Investment Company is: Kingdom of Saudi Arabia, Riyadh. Prince Abdulaziz Ibn Musaed Ibn Jalawi Street, As Sulaymaniyah District. The Elite Mall, 1st floor. P.O Box 52775 Zip Code 12234. Tel: 8001199992 Fax: +966 (11) 2799293, Website: www.mulkia.com.sa Email: info@mulkia.com.sa - Capital Market Authority License No. 37-13170.

2.2 The website of the Saudi Stock Exchange (“Tadawul”) also includes information about public investment funds, their terms and conditions, and financial statements and performance. You can visit the (Tadawul) website via the link: www.tadawul.com.sa

3. Fund Duration

The duration of the fund is ninety-nine (99) years from offering closing date, which can be renewed for similar term at the Fund Manager’s sole discretion following the approval of the Fund’s Board and CMA.

4. Issuance Date of the Fund’s Terms and Conditions and the latest update thereof

These Terms and Conditions and the offering of “Mulkia - Gulf Real Estate REIT Fund” were approved by CMA Board on 08/09/2017, corresponding to 11/17/1438H. Terms and Conditions last updated on 30/01/2024.

5. Fund Objectives:

The Fund aims to acquire structurally developed real estate properties capable of achieving periodic and rental income or under construction not exceeding a percentage of 25% from the fund’s total asset value. The fund shall distribute at least 90% of the fund net profit during the fund life and at a minimum of once a year within 90 days of the end of the fiscal year ending 31 December.

6. Description of the Fund’s Purpose and Investment Objectives:

6.1 The Fund intends to invest 75% at least of the total value of the Fund’s assets, according to the latest audited financial statements, in rental and periodic income-generating structurally developed real estate properties.

6.2 The fund shall distribute at least 90% of the fund net profit during the fund life and at a minimum of once a year within 90 days of the end of the fiscal year ending 31 December.

6.3 The Fund will invest 25% or less of the total value of the Fund's assets, according to the latest audited financial statements, in a real estate development, which can be through the development of the properties owned by the Fund in order to raise rental yields and achieve capital returns at partial sale or through investment in real estate development in non-owned properties to the Fund, at the sole discretion of the Fund Manager.

6.4 The Fund aims to invest at the beginning of its launch in real estate in the commercial, industrial and residential sectors, and can invest in subsequent periods in other sectors that achieve periodic returns that contribute to raising the returns of the fund, increasing financial efficiency, or reducing risks.

6.5 All Fund investments are shariah compliant.

6.6 All Fund investment will be inside Kingdom of Saudi Arabia.

6.7 The Fund may invest in real estate investment funds that comply with Shariah standards, not exceeding 10% of the total value of the Fund's assets according to the latest audited financial statements.

7. Summary of Fund Strategies

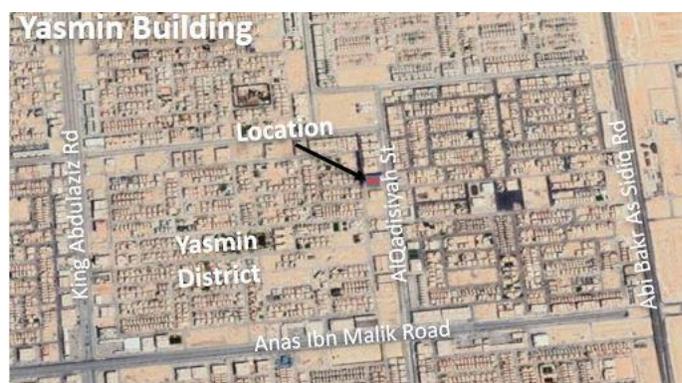
The Fund aims to acquire a number of income-generating real estate properties that fall under the four real estate assets mentioned in paragraph 7.1 within 60 days of the successful offering. In the event that the offering is not completed due to failure to collect the required amounts, the Fund Manager shall undertake the procedures referred to in paragraph 9 of these Terms and Conditions.

The Fund Manager acknowledges that the real estate properties referred to in Paragraph 7.1 are free from any statutory violations that prevent or may prevent the use or operation of the real estate property and that the real estate property is technically intact and free from any major engineering flaws or defects that prevent or may prevent the use or operation of the real estate property or that would result in costly major repairs or amendments.

7.1 Fund Assets:

7.1.1 Alysamin Residential Building (Riyadh)

(Property location)



This property consists of 41 multi-sized apartments, located in the north of Riyadh, and the occupancy (rental) rate is 0% (Vacant)

| Property Details | |
|-------------------------------|---|
| Name of the Property | Alysamin Residential Building |
| Property Owner(s) information | Mulkia Real Estate Income Generating Fund |
| Type | residential building |
| Country / City | Kingdom of Saudi Arabia, Riyadh |
| District / street | Alysamin District, Al-Qadisiyah Street |
| Land Area | 2,309 sq.m |
| Built-up Area | 5,303 sq.m. |
| Number of floors | 3.5 floors |
| Components | 41 apartments, with an area 97-152 sq.m each. |
| Date of Building Completion | 04/12/1434 |
| Age of the Building | 7 years |
| Total Value of Acquisition | SR 18,677,220 |
| Acquisition Mechanism | 100% in cash from the proceeds of the Fund's IPO subscriptions. |
| Lease Contract Details | |
| Tenant | vacant |
| Usage | residential |
| Contract Commencement Date | vacant |
| Contract Term | not applicable |

| | | |
|--|--|--------------|
| Contract End Date | not applicable | |
| The remaining period to the end of the contract as of the date of the Terms and Conditions | not applicable. | |
| Total Contract Value | not applicable | |
| Annual Rental / Return | not applicable | |
| Annual Rent for the last 3 years | Year | Rental Value |
| | 2021 | Vacant |
| | 2020 | Vacant |
| | 2019 | Vacant |
| Payment Method | Not applicable | |
| Tenant Guarantees | Not available | |
| Contract Termination Conditions | Not applicable | |
| Property Manager | Not applicable | |
| Appointment Date | Not applicable | |
| Property Manager Fees | Not applicable | |
| Building Insurance | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. | |

Disclosure: The property owner is Mulkia Real Estate Income Generating Fund managed by the Fund Manager and owns 14% thereof.

Except for what is mentioned above, the Fund Manager acknowledges that there is no conflict of interest, directly or indirectly, between the following parties:

1. The Fund Manager.
2. Manger(s) of properties related to the Fund.
3. Owner(s) of properties related to the Fund.
4. Tenant(s) of real estate assets whose returns constitute 10% or more of the annual rental returns of the Fund.

7.1.2 Teqnia Commercial Industrial Complex

(Property location)



This complex consists of 5 car maintenance centers, 2 car showrooms, and a spare parts center and is located in the southeast of Riyadh. The occupancy (rental) rate is 100%. The Fund Manager will acquire the real estate asset and transfer its ownership to the special purpose vehicle (SPV) within 60 days from the date of the successful closing of the offering and will pay the value of the asset in the form of offered units at the acquisition value in favor of the property owner.

Property Details

| Name of Property | Teqnia Commercial Industrial Complex | | | | | | | | |
|--|--|------|--------------|------|--------------|------|--------------|------|--------------|
| Property Owner(s) information | Abdul Latif Al-Essa Holding Group, and Aqar and Ammar International Real Estate Company, a subsidiary of Abdul Latif Al-Essa Holding Group, has the right to dispose of it. | | | | | | | | |
| Type | Industrial and commercial complex | | | | | | | | |
| Country / City | Kingdom of Saudi Arabia, Riyadh | | | | | | | | |
| District / street | Al-Faisaliah District, Eastern Ring Branch Road | | | | | | | | |
| Land Area | 45,749 square meters | | | | | | | | |
| Built-up Area | 36,554 square meters | | | | | | | | |
| Number of Floors | 1 | | | | | | | | |
| Components | 5 car maintenance centers, 2 car showrooms, and spare parts center. | | | | | | | | |
| Age of the Complex | 7 years | | | | | | | | |
| Total Acquisition Value | SR 121,500,000, exclusive brokerage commission fee, which is SR 1,215,000. | | | | | | | | |
| Acquisition Mechanism | 100% in kind by offering 12,150,000 units to the property owner upon the Fund's IPO. | | | | | | | | |
| Total annual rent / Revenue | SR 8,920,000 / 7.34% | | | | | | | | |
| Total Contract Value | SR 45,254,000 | | | | | | | | |
| Property Insurance | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. | | | | | | | | |
| Lease Contract Details (Block 6) | | | | | | | | | |
| Land Area | 14,713 square meters | | | | | | | | |
| Built-up Area | 12,150 square meters | | | | | | | | |
| Date of Building Completion | 13/06/1434 | | | | | | | | |
| Tenant | Abdul Latif Al-Issa Motors Company, one of the Abdul Latif Al-Issa Holding Group companies, which owns Aqar and Mimar International Real Estate Company. | | | | | | | | |
| Usage | Motor maintenance center and all related activities | | | | | | | | |
| Contract Commencement Date | 1/1/2017G, corresponding to 2/4/1438H | | | | | | | | |
| Contract Term | 5 years (binding) | | | | | | | | |
| Contract End Date | 31/12/2021G, corresponding to 26/5/1443H | | | | | | | | |
| Remaining Period to Contract End from the Date of the Terms and Conditions | Two months | | | | | | | | |
| Total Contract Value | SR 10,000,000 | | | | | | | | |
| Annual Rent | SR 2,000,000 | | | | | | | | |
| Annual Rent for the last 3 years | <table border="1"> <thead> <tr> <th>Year</th> <th>Rental Value</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>SR 2,000,000</td> </tr> <tr> <td>2020</td> <td>SR 2,000,000</td> </tr> <tr> <td>2019</td> <td>SR 2,000,000</td> </tr> </tbody> </table> | Year | Rental Value | 2021 | SR 2,000,000 | 2020 | SR 2,000,000 | 2019 | SR 2,000,000 |
| Year | Rental Value | | | | | | | | |
| 2021 | SR 2,000,000 | | | | | | | | |
| 2020 | SR 2,000,000 | | | | | | | | |
| 2019 | SR 2,000,000 | | | | | | | | |
| Rent payment method | 2 payments semi-annually, according to the Gregorian calendar | | | | | | | | |
| Contract Termination Conditions | <p>The Tenant shall not be entitled to terminate the contract, and the landlord shall have the right to terminate the contract if the Tenant violates any of the contract terms and conditions, which are as follows:</p> <ol style="list-style-type: none"> 1- If the Tenant fails to pay the rent by the due date. 2- If the Tenant violates any of the contract terms and condition, and fails to correct such violation. 3- If the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 4- If it is proven that the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 5- If the Tenant becomes bankrupt. | | | | | | | | |
| Lease Contract Details (Block 7/A) | | | | | | | | | |
| Land Area | 4,865 square meters | | | | | | | | |
| Built-up Area | 1,850 square meters | | | | | | | | |
| Date of Building Completion | 08/01/1435 | | | | | | | | |

| Tenant | Abdul Latif Al-Issa Motors Company, one of the Abdul Latif Al-Issa Holding Group companies, which owns Aqar and Mimar International Real Estate Company. | | | | | | | | |
|--|---|------|--------------|------|-------------|------|-------------|------|-------------|
| Usage | Claims and motor maintenance center and all related activities | | | | | | | | |
| Contract Commencement Date | 1/1/2017G, corresponding to 2/4/1438H | | | | | | | | |
| Contract Term | 5 years (binding) | | | | | | | | |
| Contract End Date | 31/12/2021G, corresponding to 26/5/1443H | | | | | | | | |
| Remaining Period to Contract End from the Date of the Terms and Conditions | Two months | | | | | | | | |
| Total Contract Value | SR 3,000,000 | | | | | | | | |
| Annual Rent | SR 600,000 | | | | | | | | |
| Annual Rent for the last 3 years | <table border="1"> <thead> <tr> <th>Year</th> <th>Rental Value</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>SR 600,000</td> </tr> <tr> <td>2020</td> <td>SR 600,000</td> </tr> <tr> <td>2019</td> <td>SR 600,000</td> </tr> </tbody> </table> | Year | Rental Value | 2021 | SR 600,000 | 2020 | SR 600,000 | 2019 | SR 600,000 |
| Year | Rental Value | | | | | | | | |
| 2021 | SR 600,000 | | | | | | | | |
| 2020 | SR 600,000 | | | | | | | | |
| 2019 | SR 600,000 | | | | | | | | |
| Rent payment method | 2 payments semi-annually, according to the Gregorian calendar | | | | | | | | |
| Property Manager | Not applicable | | | | | | | | |
| Appointment Date | Not applicable | | | | | | | | |
| Property Manager Fees | Not applicable | | | | | | | | |
| Contract Termination Conditions | <p>The Tenant shall not be entitled to terminate the contract, and the landlord shall have the right to terminate the contract if the Tenant violates any of the contract terms and conditions, which are as follows:</p> <ol style="list-style-type: none"> 1- If the Tenant fails to pay for the tent by the due date. 2- If the Tenant violates any of the contract terms and condition and fails to correct such violation. 3- If the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 4- If it is proven that the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 5- If the Tenant becomes bankrupt. | | | | | | | | |
| Lease Contract Details (Block 7/B) | | | | | | | | | |
| Land Area | 4,865 square meters | | | | | | | | |
| Built-up Area | 1,835 square meters | | | | | | | | |
| Date of Building Completion | 08/01/1435 | | | | | | | | |
| Tenant | Alissa International Motors Company | | | | | | | | |
| Usage | Auto parts sales center and all related activities | | | | | | | | |
| Contract Commencement Date | 1/1/2017G, corresponding to 2/4/1438H | | | | | | | | |
| Contract Term | 5 years (binding) | | | | | | | | |
| Contract End Date | 31/12/2021G, corresponding to 26/5/1443H | | | | | | | | |
| Remaining Period to Contract End from the Date of the Terms and Conditions | Two months | | | | | | | | |
| Total Contract Value | SR 2,000,000 | | | | | | | | |
| Annual Rent | SR 400,000 | | | | | | | | |
| Annual Rent for the last 3 years | <table border="1"> <thead> <tr> <th>Year</th> <th>Rental Value</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>SR 4,00,000</td> </tr> <tr> <td>2020</td> <td>SR 4,00,000</td> </tr> <tr> <td>2019</td> <td>SR 4,00,000</td> </tr> </tbody> </table> | Year | Rental Value | 2021 | SR 4,00,000 | 2020 | SR 4,00,000 | 2019 | SR 4,00,000 |
| Year | Rental Value | | | | | | | | |
| 2021 | SR 4,00,000 | | | | | | | | |
| 2020 | SR 4,00,000 | | | | | | | | |
| 2019 | SR 4,00,000 | | | | | | | | |
| Rent payment method | 2 payments semi-annually, according to the Gregorian calendar | | | | | | | | |
| Property Manager | Not applicable | | | | | | | | |
| Appointment Date | Not applicable | | | | | | | | |
| Property Manager Fees | Not applicable | | | | | | | | |

| Contract Termination Conditions | <p>The Tenant shall not be entitled to terminate the contract, and the landlord shall have the right to terminate the contract if the Tenant violates any of the contract terms and conditions, which are as follows:</p> <ol style="list-style-type: none"> 1- If the Tenant fails to pay the tent by the due date. 2- If the Tenant violates any of the contract terms and condition, and fails to correct such violation. 3- If the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 4- If it is proven that the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 5- If the Tenant becomes bankrupt. | | | | | | | | | |
|--|--|------|--------------|------|------------|------|------------|------|------------|--|
| Lease Contract Details (Block 9) | | | | | | | | | | |
| Land Area | 6,098 square meters | | | | | | | | | |
| Built-up Area | 4,750 square meters | | | | | | | | | |
| Date of Building Completion | 17/08/1433 | | | | | | | | | |
| Tenant | Alissa International Motors Company | | | | | | | | | |
| Usage | Motor maintenance center and all related activities | | | | | | | | | |
| Contract Commencement Date | 1/1/2017G, corresponding to 2/4/1438H | | | | | | | | | |
| Contract Term | 5 years (binding) | | | | | | | | | |
| Contract End Date | 31/12/2021G, corresponding to 26/5/1443H | | | | | | | | | |
| Remaining Period to Contract End from the Date of the Terms and Conditions | Two months | | | | | | | | | |
| Total Contract Value | SR 4,772,500 | | | | | | | | | |
| Annual Rent | SR 954,500 | | | | | | | | | |
| Annual Rent for the last 3 years | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Year</th> <th style="text-align: center;">Rental Value</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2021</td> <td style="text-align: center;">SR 954,500</td> </tr> <tr> <td style="text-align: center;">2020</td> <td style="text-align: center;">SR 954,500</td> </tr> <tr> <td style="text-align: center;">2019</td> <td style="text-align: center;">SR 954,500</td> </tr> </tbody> </table> | Year | Rental Value | 2021 | SR 954,500 | 2020 | SR 954,500 | 2019 | SR 954,500 | |
| Year | Rental Value | | | | | | | | | |
| 2021 | SR 954,500 | | | | | | | | | |
| 2020 | SR 954,500 | | | | | | | | | |
| 2019 | SR 954,500 | | | | | | | | | |
| Rent payment method | 2 payments semi-annually, according to the Gregorian calendar | | | | | | | | | |
| Property Manager | Not applicable | | | | | | | | | |
| Appointment Date | Not applicable | | | | | | | | | |
| Property Manager Fees | Not applicable | | | | | | | | | |
| Contract Termination Conditions | <p>The Tenant shall not be entitled to terminate the contract, and the landlord shall have the right to terminate the contract if the Tenant violates any of the contract terms and conditions, which are as follows:</p> <ol style="list-style-type: none"> 1- If the Tenant fails to pay the tent by the due date. 2- If the Tenant violates any of the contract terms and condition, and fails to correct such violation. 3- If the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 4- If it is proven that the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 5- If the Tenant becomes bankrupt. | | | | | | | | | |
| Lease Contract Details (Block 10) | | | | | | | | | | |
| Land Area | 6,730 square meters | | | | | | | | | |
| Built-up Area | 5,233 square meters | | | | | | | | | |
| Date of Building Completion | 19/06/1434 | | | | | | | | | |
| Tenant | Mohammed Youssef Naghi Motors Company | | | | | | | | | |
| Usage | Motor maintenance and spare parts sale | | | | | | | | | |
| Contract Commencement Date | 26/10/2017G, corresponding to 06/02/1439H | | | | | | | | | |
| Contract Term | 5 years (binding) | | | | | | | | | |
| Contract End Date | 25/10/2022G, corresponding to 29/3/1444H | | | | | | | | | |

| | | |
|--|--|--------------|
| Remaining Period to Contract End from the Date of the Terms and Conditions | Twelve months | |
| Total Contract Value | SR 5,280,000 | |
| Annual Rent | SR 960,000 (as of October 25, 2019) | |
| Annual Rent for the last 3 years | Year | Rental Value |
| | 2021 | SR 960,000 |
| | 2020 | SR 960,000 |
| | 2019 | SR 960,000 |
| Rent payment method | 1 payment annually, according to the Gregorian calendar | |
| Property Manager | Not applicable | |
| Appointment Date | Not applicable | |
| Property Manager Fees | Not applicable | |
| Contract Termination Conditions | <p>The lease period is binding for the Landlord, and the Tenant alone shall have the right to terminate the contract at any time during the contract term at its sole discretion, provided that the first party shall be notified 90 before the end of any lease year, and the Landlord shall have the right to terminate the contract if the tenant violates any of the contract terms and conditions, which are as follows:</p> <ol style="list-style-type: none"> 1- If the Tenant fails to pay the rent by the due date. 2- If the Tenant violates any of the contract terms and condition, and fails to correct such violation. 3- If the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 4- If it is proven that the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. | |
| Lease Contract Details (Block 11) | | |
| Land Area | 7,341 square meters | |
| Built-up Area | 5,800 square meters | |
| Date of Building Completion | 17/08/1433 | |
| Tenant | United Motors Company Ltd. | |
| Usage | Motor maintenance center, spare parts sale and all related activities | |
| Contract Commencement Date | 01/01/2018G, corresponding to 02/04/1438G | |
| Contract Term | 5 years (binding) | |
| Contract End Date | 31/12/2022G, corresponding to 7/6/1444H | |
| Remaining Period to Contract End from the Date of the Terms and Conditions | 2 years and 7 months | |
| Total Contract Value | SR 7,351,500 | |
| Annual Rent | (SR 1,435,500 as of 2020) | |
| Annual Rent for the last 3 years | Year | Rental Value |
| | 2021 | SR 1,435,500 |
| | 2020 | SR 1,435,500 |
| | 2019 | SR 1,595,000 |
| Rent payment method | 2 payments semi-annually, according to the Gregorian calendar | |
| Property Manager | Not applicable | |
| Appointment Date | Not applicable | |
| Property Manager Fees | Not applicable | |

| Contract Termination Conditions | <p>The Tenant shall not be entitled to terminate the contract, and the landlord shall have the right to terminate the contract if the Tenant violates any of the contract terms and conditions, which are as follows:</p> <ol style="list-style-type: none"> 1- If the Tenant fails to pay the rent by the due date. 2- If the Tenant violates any of the contract terms and condition, and fails to correct such violation. 3- If the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 4- If it is proven that the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 5- If the Tenant becomes bankrupt. | | | | | | | | | |
|--|--|------|--------------|------|--------------|------|--------------|------|--------------|--|
| Lease Contract Details (Plot 24) | | | | | | | | | | |
| Land Area | 6,000 square meters | | | | | | | | | |
| Built-up Area | 3,000 square meters | | | | | | | | | |
| Date of Building Completion | 10/02/1434 | | | | | | | | | |
| Tenant | Alissa International Motors Company | | | | | | | | | |
| Usage | Motor showroom and related activities | | | | | | | | | |
| Contract Commencement Date | 1/1/2017G, corresponding to 2/4/1438G | | | | | | | | | |
| Contract Term | 5 years (binding) | | | | | | | | | |
| Contract End Date | 31/12/2021G, corresponding to 26/5/1443H | | | | | | | | | |
| Remaining Period to Contract End from the Date of the Terms and Conditions | Two months | | | | | | | | | |
| Total Contract Value | SR 8,350,000 | | | | | | | | | |
| Annual Rent | SR 1,670,000 | | | | | | | | | |
| Annual Rent for the last 3 years | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Year</th> <th style="text-align: center;">Rental Value</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2021</td> <td style="text-align: center;">SR 1,670,000</td> </tr> <tr> <td style="text-align: center;">2020</td> <td style="text-align: center;">SR 1,670,000</td> </tr> <tr> <td style="text-align: center;">2019</td> <td style="text-align: center;">SR 1,670,000</td> </tr> </tbody> </table> | Year | Rental Value | 2021 | SR 1,670,000 | 2020 | SR 1,670,000 | 2019 | SR 1,670,000 | |
| Year | Rental Value | | | | | | | | | |
| 2021 | SR 1,670,000 | | | | | | | | | |
| 2020 | SR 1,670,000 | | | | | | | | | |
| 2019 | SR 1,670,000 | | | | | | | | | |
| Rent payment method | 2 payments semi-annually, according to the Gregorian calendar | | | | | | | | | |
| Property Manager | Not applicable | | | | | | | | | |
| Appointment Date | Not applicable | | | | | | | | | |
| Property Manager Fees | Not applicable | | | | | | | | | |
| Contract Termination Conditions | <p>The Tenant shall not be entitled to terminate the contract, and the landlord shall have the right to terminate the contract if the Tenant violates any of the contract terms and conditions, which are as follows:</p> <ol style="list-style-type: none"> 1- If the Tenant fails to pay the rent by the due date. 2- If the Tenant violates any of the contract terms and condition, and fails to correct such violation. 3- If the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 4- If it is proven that the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 5- If the Tenant becomes bankrupt. | | | | | | | | | |
| Lease Contract Details (Plot 25) | | | | | | | | | | |
| Land Area | 6,000 square meters | | | | | | | | | |
| Built-up Area | 3,000 square meters | | | | | | | | | |
| Date of Building Completion | 10/02/1434 | | | | | | | | | |
| Tenant | Supply company for projects | | | | | | | | | |
| Usage | Showroom, offices and spare parts sales | | | | | | | | | |
| Contract Commencement Date | 15/3/2020G, corresponding to 20/07/1441H | | | | | | | | | |
| Contract Term | 5 years (binding) | | | | | | | | | |
| Contract End Date | 14/3/2025G, corresponding to 14/9/1446H | | | | | | | | | |

| | | |
|--|--|--------------|
| Remaining Period to Contract End from the Date of the Terms and Conditions | 4 years and 9 months | |
| Total Contract Value | SR 4,500,000 | |
| Annual Rent | SR 900,000 | |
| Annual Rent for the last 3 years | Year | Rental Value |
| | 2021 | SR 900,000 |
| | 2020 | SR 900,000 |
| | 2019 | Vacant |
| Rent payment method | 2 payments semi-annually, according to the Gregorian calendar | |
| Property Manager | Not applicable | |
| Appointment Date | Not applicable | |
| Property Manager Fees | Not applicable | |
| Contract Termination Conditions | <p>The Tenant shall not be entitled to terminate the contract, and the landlord shall have the right to terminate the contract if the Tenant violates any of the contract terms and conditions, which are as follows:</p> <ol style="list-style-type: none"> 1- If the Tenant fails to pay the rent by the due date. 2- If the Tenant violates any of the contract terms and condition, and fails to correct such violation. 3- If the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. 4- If it is proven that the property is used by the Tenant in a manner contrary to the purpose for which it has been leased. | |

Disclosure: This Complex is owned by Abdul Latif Al-Essa Holding Group, and Aqar and Mimar International Real Estate Company, a subsidiary of Abdul Latif Al-Issa Holding Group, has the right to dispose of it. Mr. Ziyad Al-Issa is a 5% shareholder of Mulkia Investment Company and owns a direct 10% interest in Abdul Latif Al-Issa Holding Group, and owns an indirect 10% interest in Aqar and Mimar Company. He is also a board member in Abdul Latif Al-Essa Motors Company, which is a major tenant in this complex. Abdul Latif Al-Essa Motors is a subsidiary of Abdul Latif Al-Essa Holding Group. For more details, see Annex 4 at the end of these Terms and Conditions.

Except for what is mentioned above, there is no conflict of interest, directly or indirectly, between the following parties:

1. The Fund Manager.
2. Manger(s) of properties related to the Fund.
3. Owner(s) of properties related to the Fund.
4. Tenant(s) of real estate assets whose returns constitute 10% or more of the annual rental returns of the Fund.

7.1.3 Dinar Commercial Building (Jeddah)

(Property Location)



This building consists of offices and showrooms , located in Jeddah, and the occupancy (rental) rate is 100%. The Fund Manager will acquire the real estate asset and transfer its ownership to the special purpose company within 60 days. The Fund Manager will pay the value of the asset in cash from the cash contributions in the Fund.

| Property Details | | | | | | | | | |
|--|--|------|--------------|------|--------------|------|--------------|------|--------------|
| Name of the Property | Dinar Commercial Building | | | | | | | | |
| Property Owner(s) information | Abdul Malik Abdullah Al Sheikh | | | | | | | | |
| Type | Commercial building (offices and showrooms) | | | | | | | | |
| Country / City | Kingdom of Saudi Arabia, Jeddah. | | | | | | | | |
| District / street | Zahra district, Prince Sultan Street. | | | | | | | | |
| Land Area | 4,761 square meters | | | | | | | | |
| Built-up Area | 14,900 square meters | | | | | | | | |
| Number of floors | 4 | | | | | | | | |
| No. of Units (Components) | 6 showrooms + 29 offices | | | | | | | | |
| Date of Building Completion | Not available | | | | | | | | |
| Total Value of Acquisition | SR 124,470,490, exclusive brokerage commission fee, which is SR 3,111,762. | | | | | | | | |
| Acquisition Mechanism | 100% in cash from the proceeds of the Fund's IPO subscriptions | | | | | | | | |
| Lease Contract Details | | | | | | | | | |
| Tenant | Saba Real Estate Company | | | | | | | | |
| Usage | Offices and Showrooms | | | | | | | | |
| Contract Commencement Date | 19/10/2017G, corresponding to 29/01/1439H | | | | | | | | |
| Contract Term | 7 years (binding) | | | | | | | | |
| Contract End Date | 18/10/2024G, corresponding to 14/04/1446H | | | | | | | | |
| Remaining Period to Contract End from the Date of the Terms and Conditions | 3 years | | | | | | | | |
| Total Contract Value | SR 69,703,480 | | | | | | | | |
| Annual Rent | SR 9,957,640 / 8% | | | | | | | | |
| Annual Rent for the last 3 years | <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Year</th> <th>Rental Value</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>SR 9,957,640</td> </tr> <tr> <td>2020</td> <td>SR 9,957,640</td> </tr> <tr> <td>2019</td> <td>SR 9,957,640</td> </tr> </tbody> </table> | Year | Rental Value | 2021 | SR 9,957,640 | 2020 | SR 9,957,640 | 2019 | SR 9,957,640 |
| Year | Rental Value | | | | | | | | |
| 2021 | SR 9,957,640 | | | | | | | | |
| 2020 | SR 9,957,640 | | | | | | | | |
| 2019 | SR 9,957,640 | | | | | | | | |
| Rent Payment Method | Annually, according to the Gregorian calendar | | | | | | | | |
| Property Manager | Not applicable | | | | | | | | |
| Appointment Date | Not applicable | | | | | | | | |
| Property Manager Fees | Not applicable | | | | | | | | |
| Property Insurance | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. | | | | | | | | |

Disclosure: This building is owned by Mr. Abdul Malik Abdullah Al Al Sheikh, and the Tenant is Saba Real Estate Company Ltd., in which the owner of the property owns 60%. The following table shows the shareholders of Saba Real Estate Company Ltd.

| | Shareholder | Percentage (%) |
|---|--------------------------------|-----------------------|
| 1 | Abdul Malik Abdullah Al Sheikh | 60% |
| 2 | Khalid bin Youssef Al-Salloum | 40% |

Except for what is mentioned above, the Fund Manager acknowledges that there is no conflict of interest, directly or indirectly, between the following parties:

1. The Fund Manager.
2. Manger(s) of properties related to the Fund.
3. Owner(s) of properties related to the Fund.
4. Tenant(s) of real estate assets whose returns constitute 10% or more of the annual rental returns of the Fund.

7.1.4 West Avenue Project (Dammam)

(Property location)



A modern-style commercial mall is one of the real estate properties of the Gulf Real Estate REIT, and is located in Dammam, Faisalia district, at Omar Bin Al-Khattab Street, one of the best modern urban areas. It includes many restaurants and commercial lounges, and among the most important brands in the mall are Carrefour, Saco, Al Shaya, etc. The mall has been fully leased out to Gulf Real Estate Company at 100% occupancy.

This property consists of markets and showrooms and is located in Dammam. The occupancy (rental) rate is 100%. The Fund Manager will acquire the real estate asset and transfer its ownership to the special purpose company within 60 days. The Fund Manager will pay 86% of the asset's value in the form of offered units (in kind) at the acquisition value for the benefit of the property owner, and 14% of the asset value will be paid in cash from cash contributions to the Fund.

| Property Details | | |
|--|--|---------------|
| Name of the Property | West Avenue | |
| Property Owner(s) information | Gulf Real Estate Company | |
| Type | Commercial building (markets and showrooms). Showroom include SACO and Al Shaya Retail Company. | |
| Country / City | Kingdom of Saudi Arabia, Dammam. | |
| District / street | Faisalia district, Omar Bin Al-Khattab Road. | |
| Land Area | 57,000 square meters | |
| Built-up Area | 56,000 square meters | |
| Number of floors | 1 | |
| No. of Units (Components) | 88 rental units (showrooms) | |
| Date of Building Completion | 01/11/2017 | |
| Total Value of Acquisition | SR 309,000,000, exclusive brokerage commission fee, which is SR 3,090,000. | |
| Acquisition Mechanism | Offering of in-kind units valued at 86% of the property's value upon the fund's initial offering to the property owner, and the remaining 14% of the property's value has been paid in cash from the proceeds of the fund's IPO subscriptions. | |
| Lease Contract Details | | |
| Tenant | Gulf Real Estate Company (Project owner) | |
| Usage | Commercial showrooms, restaurants and an amusement park | |
| Contract Commencement Date | 01/11/2017G, corresponding to 11/02/1439G | |
| Contract Term | 20 years (five years binding) | |
| Remaining Period to Contract End from the Date of the Terms and Conditions | 1 year of the committing period and 16 years of the whole period | |
| Total Contract Value | SR 123,600,000 | |
| Annual Rent | SR 24,720,000 | |
| Annual Rent for the last 3 years | Year | Rental Value |
| | 2021 | SR 24,720,000 |
| | 2020 | SR 24,720,000 |
| | 2019 | SR 24,720,000 |

| | |
|-----------------------|---|
| Rent Payment Method | Semi-annually, according to the Gregorian calendar |
| Property Manager | Retail Real Estate Company |
| Appointment Date | 01/02/2024 |
| Property Manager Fees | Fixed lump sum SR 750,000. collection fee: 4% of the actual amount of property income received. Lease fee: 5% of the lease for the first year of each contract; however, in the event of a new lease, the first year's collection fee is cancelled. Renewal Fees: 5% Renewal to be paid for one time if the renewal rent for 3 years with escalation of 10% in rent. |
| Property Insurance | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |

Disclosure: This complex is owned by Gulf Real Estate Company, which is owned by Gulf Investment House Company, Saad Trading and Contracting Company, Abdul Latif Al-Essa Group Ltd., Al-Saedan Real Estate Company, First Investment Company and a number of investors. The share of any one investor does not exceed 5% of the capital. The company will lease the whole property, and Mr. Ziyad bin Abdul Latif Al-Issa owns an indirect interest, through Abdul Latif Al-Issa Holding Company, and a direct 1.2% interest in the company. For more details about the shareholders of the company, see Appendix 5 at the end of these Terms and Conditions, He is one of the shareholders of Mulkia Investment Company, the Fund Manager, as he owns 5% of the Fund Manager's capital.

Except for what is mentioned above, the Fund Manager acknowledges that there is no conflict of interest, directly or indirectly, between the following parties:

1. The Fund Manager.
2. Manger(s) of properties related to the Fund.
3. Owner(s) of properties related to the Fund.
4. Tenant(s) of real estate assets whose returns constitute 10% or more of the annual rental returns of the Fund.

7.1.5 Vivienda Hotel Villa Complex

A luxury hotel residential villa complex in Al-Hada district in Riyadh, at Prince Faisal bin Fahd Road, near Sefarat district. The property is fully leased to Forus Investment and Real Estate Development Company, at 100% occupancy.

(Property location)



This property consists of a group of hotel villas of various sizes and is located in the Riyadh, Al-Hada district. The occupancy (rental) rate is 100%.

| Property Details | |
|-------------------------------|--|
| Name of the Property | Vivienda Villa Hotel Complex |
| Property Owner(s) information | Abdullah Hammoud Fahad Al-Rasheed / Foras Investment and Real Estate Development Co. |
| Type | Hotel villa complex |
| Country / City | Saudi Arabia, Riyadh. |
| District / street | Al-Hada District, Al-Diwan Street |
| Land Area | 10,000 square meters |

| Built-up Area | 7,200 square meters | | | | | | | | |
|--|---|------|--------------|------|---------------|------|---------------|------|---------------|
| Number of floors | Basement + ground floor + first floor+ upper annex | | | | | | | | |
| No. of Units (Components) | 24 villas of different sizes. | | | | | | | | |
| Date of Building Completion | 15/09/2015 | | | | | | | | |
| Total Value of Acquisition | RS 125,000,000, exclusive brokerage commission fee, which is SR 3,125,000. | | | | | | | | |
| Acquisition Mechanism | The property was acquired by paying a portion of 18 million riyals of the acquisition value from the remaining amounts of the IPO subscriptions and 107 million from the financing available to the fund according to the financing agreement. | | | | | | | | |
| Lease Contract Details | | | | | | | | | |
| Tenant | Forus Investment and Real Estate Development Co | | | | | | | | |
| Usage | Hotel villas | | | | | | | | |
| Contract Commencement Date | 01/01/2018 | | | | | | | | |
| Contract Term | 20 years - mutually binding | | | | | | | | |
| Remaining Period to Contract End from the Date of the Terms and Conditions | 16 years | | | | | | | | |
| Total Contract Value | SR 242,809,375 | | | | | | | | |
| Annual Rent | SR 10,937,500 | | | | | | | | |
| Annual Rent for the last 3 years | <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Year</th> <th>Rental Value</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>SR 10,937,500</td> </tr> <tr> <td>2020</td> <td>SR 10,937,500</td> </tr> <tr> <td>2019</td> <td>SR 10,937,500</td> </tr> </tbody> </table> | Year | Rental Value | 2021 | SR 10,937,500 | 2020 | SR 10,937,500 | 2019 | SR 10,937,500 |
| Year | Rental Value | | | | | | | | |
| 2021 | SR 10,937,500 | | | | | | | | |
| 2020 | SR 10,937,500 | | | | | | | | |
| 2019 | SR 10,937,500 | | | | | | | | |
| Rent Payment Method | quarterly, according to the Gregorian calendar. | | | | | | | | |
| Property Manager | Not applicable | | | | | | | | |
| Appointment Date | Not applicable | | | | | | | | |
| Property Manager Fees | Not applicable | | | | | | | | |
| Insurance | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. | | | | | | | | |

7.1.6 Burger King Restaurant (Khamis Mushait)

(Property location)



| Property Details | |
|-------------------------------|---|
| Name of the Property | Burger King Restaurant |
| Property Owner(s) information | Mulkia Plaza development fund |
| Type | Restaurant |
| Occupancy Rate | 100% |
| Country / City | Kingdom of Saudi Arabia, Khamis Mushait |
| District / street | King Khalid Road, Al-Nuzha District |

| | | |
|----------------------------------|--|--------------|
| Location | Al-Nuzha district, Khamis Mushait | |
| Land Area | 1,500 square meters | |
| Built-up Area | 567 square meters | |
| Number of floors | 1 | |
| No. of Units (Components) | 2 buildings, one floor each | |
| Date of Building Completion | Not available | |
| Total Value of Acquisition | SR 13,058,889 | |
| Acquisition Mechanism | 100% of the financing available to the Fund according to the financing agreement | |
| Lease Contract Details | | |
| Tenant | Vacant | |
| Usage | Restaurants | |
| Contract Commencement Date | | |
| Contract Term | | |
| Remaining period of the Contract | | |
| Total Contract Value | | |
| Annual Rent | | |
| Annual Rent for the last 3 years | Year | Rental Value |
| | 2021 | Vacant |
| | 2020 | SR 862,500 |
| | 2019 | SR 862,500 |
| Rent Payment Method | Annually, according to the Gregorian calendar. | |
| Property Manager | Not applicable | |
| Appointment Date | Not applicable | |
| Property Manager Fees | Not applicable | |
| Insurance | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. | |

7.1.7 Burger King Restaurant (Jeddah, Alsheraa)

(Property location)



| | |
|-------------------------------|---|
| Property Details | |
| Name of the Property | Burger King Restaurant, Alsheraa |
| Property Owner(s) information | Mulkia Plaza development fund |
| Type | Restaurant |
| Country / City | Kingdom of Saudi Arabia, Jeddah |
| District / street | Obhur Al Shamaliyah District (AlSheraa), Prince Abdul Majeed Road |
| Land Area | 1,995 square meters |

| | |
|----------------------------------|---|
| Built-up Area | 864 square meters |
| Number of floors | 1 |
| No. of Units (Components) | 2 buildings, one floor each |
| Date of Building Completion | Under construction |
| Total Value of Acquisition | SR 15,562,500 |
| Acquisition Mechanism | 100% of the financing available to the fund based according to the financing agreement. |
| Lease Contract Details | |
| Tenant | |
| Usage | |
| Contract Commencement Date | |
| Contract Term | |
| Remaining period of the Contract | |
| Total Contract Value | |
| Annual Rent | |
| Rent Payment Method | |
| Property Manager | Not applicable |
| Appointment Date | Not applicable |
| Property Manager Fees | Not applicable |
| Insurance | After the completion of the project and the receipt of the building, the Fund Manager undertakes that the property will be insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs. |

7.1.8 Burger King Restaurant (Obhur)

(Property location)



| Property Details | |
|-------------------------------|-------------------------------|
| Name of the Property | Burger King Restaurant, Obhur |
| Property Owner(s) information | Mulkia Plaza development fund |
| Type | Restaurant |

| Country / City | Kingdom of Saudi Arabia, Jeddah | | | | | | | | |
|----------------------------------|---|------|--------------|------|------------|------|------------|------|------------|
| District / street | Obhur Al Shamaliah district, Aber Alqarat0 street | | | | | | | | |
| Type | Restaurant | | | | | | | | |
| Location | Obhur Al Shamaliah district, Jeddah | | | | | | | | |
| Land Area | 552 square meters | | | | | | | | |
| Built-up Area | 180 square meters | | | | | | | | |
| Occupancy rate | 100% | | | | | | | | |
| Number of floors | 1 | | | | | | | | |
| No. of Units (Components) | One building | | | | | | | | |
| Date of Building Completion | Not available | | | | | | | | |
| Total Value of Acquisition | SR 7,338,235 | | | | | | | | |
| Acquisition Mechanism | 100% of the financing available to the Fund according to the financing agreement | | | | | | | | |
| Lease Contract Details | | | | | | | | | |
| Tenant | Olayan Food Services Company | | | | | | | | |
| Usage | Restaurant | | | | | | | | |
| Contract Commencement Date | 11/03/2019G, corresponding to 04/07/1440H | | | | | | | | |
| Contract Term | 17 years, mutually binding | | | | | | | | |
| Remaining period of the Contract | 15 years and 8 months | | | | | | | | |
| Total Contract Value | SR 13,286,000, for the remaining period of the contract | | | | | | | | |
| Annual Rent | SR 610,000 | | | | | | | | |
| Annual Rent for the last 3 years | <table border="1"> <thead> <tr> <th>Year</th> <th>Rental Value</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>SR 457,500</td> </tr> <tr> <td>2020</td> <td>SR 457,500</td> </tr> <tr> <td>2019</td> <td>SR 457,500</td> </tr> </tbody> </table> | Year | Rental Value | 2021 | SR 457,500 | 2020 | SR 457,500 | 2019 | SR 457,500 |
| Year | Rental Value | | | | | | | | |
| 2021 | SR 457,500 | | | | | | | | |
| 2020 | SR 457,500 | | | | | | | | |
| 2019 | SR 457,500 | | | | | | | | |
| Rent Payment Method | Annually, according to the Gregorian calendar. | | | | | | | | |
| Property Manager | Not applicable | | | | | | | | |
| Appointment Date | Not applicable | | | | | | | | |
| Property Manager Fees | Not applicable | | | | | | | | |
| Insurance | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. | | | | | | | | |

7.1.9 First Room Hotel Apartments

(Property location)



A building licensed as a "3-star" accommodation facility, hotel apartments, with a total built-up area of 11,613 square meters, 128 furnished units, and a number of floors: a basement, a ground floor, three upper floors, and an annex with all furniture and appliances. The building is leased for 10 (binding) years to First Room Hotel Company, at 100% occupancy.

Mulkia Investment Company, Closed Joint Stock Company – CMA license No. 37-13170

| Property Details | |
|----------------------------------|--|
| Name of the Property | furnished apartments building in Namothajjyyah district -Riyadh |
| Property Owner(s) information | Fahd bin Mohammed bin Ahmed Al-Za'aki / Ali Saleh Ali Al-Nusian |
| Type | Hotel Apartments |
| Country / City | Kingdom of Saudi Arabia, Riyadh |
| District / street | Namozagiah district, Prince Fahd bin Salman Street, near its intersection with King Fahd Road |
| Land Area | 3,062 square meters |
| Built-up Area | 11,613 square meters |
| Number of floors | 1 Basement, 1 ground floor, 3 upper floors, and 1 annex |
| No. of Units (Components) | 128 furnished units |
| Date of Building Completion | 07/09/1437 |
| Total Value of Acquisition | SAR 50,000,000, exclusive brokerage commission fee of SR 1,250,000 and VAT of SR 2,500,000 |
| Acquisition Mechanism | 100% of the financing available to the Fund according to the financing agreement |
| Lease Contract Details | |
| Tenant | |
| Usage | Hotel Apartments |
| Contract Commencement Date | |
| Contract Term | , |
| Remaining period of the Contract | |
| Total Contract Value | |
| Annual Rent | |
| Rent Payment Method | |
| Property Manager | Not applicable |
| Appointment Date | Not applicable |
| Property Manager Fees | Not applicable |
| Insurance | The Fund Manager has insured the property after transferring the ownership of the property to the Fund. The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |

Targeted Property to Increase the Total Asset Value of the Fund for the First Additional Offering:

7.1.10 Elite Mall "The Elite"

| | |
|-------------------------------|--|
| Name of the Property | Elite Mall "The Elite" |
| Property Owner(s) Information | Khalid bin Abdulaziz bin Nafjan. |
| Type of the Property | Restaurants, commercial showrooms and offices. |
| Country / City | Saudi Arabia, Riyadh |
| District / street | Sulaymaniyah District / Prince Musaid bin Jalawi Street (Al-Dhabab). |

| Property location |  | | | | | | | | | |
|--|---|------|--------------|------|---------------|------|---------------|------|--------------|--|
| Title Deed No. | 210115033104 dated 29/08/1434H | | | | | | | | | |
| Building License Number | 544/1436 dated 13/01/1436H | | | | | | | | | |
| Building Completion Certificate No. | 1439/3047 dated 15/08/1439H | | | | | | | | | |
| Land Area | 9,600 square meters. | | | | | | | | | |
| Built-up Area (as per building license) | 21,929 square meters. | | | | | | | | | |
| No. of Floors | 1 Basement + 1 ground floor + 1 mezzanine + 1 first floor + 1 annex. | | | | | | | | | |
| Types and Number of Units | The complex consists of a ground floor and a mezzanine, which both contain 15 units of commercial showrooms and restaurants of different sizes, and one second floor and one annex, which both contain an area of 15 various office units, in addition to more than 240 parking spaces serving the complex. | | | | | | | | | |
| Property Occupancy Rate | 100% | | | | | | | | | |
| Cost of Purchasing the Property | SR 206,537,500, of which SR 80,600,000 was paid in form of in-kind shares in the Fund and the rest was paid in cash through the financing available to the fund, including brokerage commission fee of SR 5,037,500 paid to the broker, which is a non-related party, exclusive VAT of SR 10,075,000. | | | | | | | | | |
| Overview of the Current Lease Contracts | | | | | | | | | | |
| | Details of Lease and Operation Contracts | | | | | | | | | |
| Main Tenants and Operators | Almasharia Aloula Company- The owner of the property is one of the major shareholders in Almasharia Aloula Company and is the main tenant | | | | | | | | | |
| Number of Contracts | 1 contract | | | | | | | | | |
| Total Rental Amount | SR 16,000,000, exclusive VAT. | | | | | | | | | |
| Net Rental Amount | SR 16,000,000. | | | | | | | | | |
| Rental Payment Frequency | Two payments - one payment every six months, except for the first year, where one payment only will be paid upon signing the lease contract. | | | | | | | | | |
| Rental Guarantee | The Tenant shall, upon delivery, provide the Lessor with 7 promissory notes, of SR 8,000,000 (eight million) each, representing the rent value for 6 months to cover the first 3.5 years of the lease term. | | | | | | | | | |
| Contract Commencement Date | 2 March 2020 | | | | | | | | | |
| Contract End Date | 1 March 2025 | | | | | | | | | |
| Contract Term | 5 years | | | | | | | | | |
| Remaining period of the Contract | 3 years and 4 months | | | | | | | | | |
| Annual Rent for the last 3 years | <table border="1"> <thead> <tr> <th>Year</th> <th>Rental Value</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>SR 16,000,000</td> </tr> <tr> <td>2020</td> <td>SR 13,333,333</td> </tr> <tr> <td>2019</td> <td>SR 8,896,312</td> </tr> </tbody> </table> | Year | Rental Value | 2021 | SR 16,000,000 | 2020 | SR 13,333,333 | 2019 | SR 8,896,312 | |
| Year | Rental Value | | | | | | | | | |
| 2021 | SR 16,000,000 | | | | | | | | | |
| 2020 | SR 13,333,333 | | | | | | | | | |
| 2019 | SR 8,896,312 | | | | | | | | | |
| Responsibility for Managing the Property | Tenant - Almasharia Aloula Company | | | | | | | | | |
| Property Manager | Not applicable | | | | | | | | | |
| Appointment Date | Not applicable | | | | | | | | | |
| Property Manager Fees | Not applicable | | | | | | | | | |

| | |
|--|---|
| Property Maintenance | Subject to the lease contract, the Tenant shall maintain the property periodically. |
| Contract Termination Conditions | The lessor may, at its sole discretion, terminate the contract without any compensation to the Tenant and without prejudice to the Lessor's right to the entire term of the contract and compensation for any damages, as applicable, in any of the following cases: If the second party delays the payment of the rent or any other due amounts for more than 30 days from the due date thereof, unless excused by the Lessor. If the Tenant violates any of the contract terms and conditions and fails to remedy violation within the period notified in writing by the lessor to remedy the violation. If it is proven that the Tenant has used, or allowed the use of the leased property in a manner contrary to the purpose for which it has been leased, or in a manner that causes damage to the leased property or to others, or in violation of governmental regulations and instructions. If it is proven that the Tenant has waived the contract without express written approval from the Lessor. If the second party becomes bankrupt, insolvent, or declares its liquidation and becomes unable to fulfill its obligations |
| Contract Term | 5 years binding for both parties, and the contract shall not be renewed or extended except with the written approval of the Lessor subject to 6 months' notice. |
| Average remaining period of the Contract | 5 years, commencing from the date of transferring the ownership of the property to the Fund |
| Property Insurance | The Fund Manager has insured the property after transferring the ownership of the property to the Fund. The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. The Fund's properties insurance cost is charged to the Fund in accordance with the prevailing market prices. The Fund Manager will obtain offers from insurance companies and insure the property based on the best offers and conditions. This insurance will be disclosed in the next financial reports. |
| Disclosure: | |
| Property valuation value (SR) | |
| 1 st Valuation | SR 188,000,000 |
| Valuator | Estand Real Estate Valuation |
| Valuation Method | Income capitalization |
| 2 nd Valuation | SR 206,450,000 |
| Valuator | White Cubs |
| Valuation Method | Income capitalization |
| Average of Valuations | SR 197,225,000 |

| Operational Performance of Targeted Property: | | Targeted Operational Performance | | | |
|---|----------------|----------------------------------|---------------|---------------|--|
| Current Operational Performance: | | | | | |
| Item | 2019 | 2020 | 2021 | 2022 | |
| Total Rental Income (exclusive VAT) | Not applicable | SR 13,333,333 | SR 16,000,000 | SR 16,000,000 | |
| Net Rental Income | Not applicable | SR 13,333,333 | SR 16,000,000 | SR 16,000,000 | |
| Occupancy Rate for Commercial Part | Not applicable | 100% | 100% | 100% | |
| Occupancy Rate for Office Part | Not applicable | 100% | 100% | 100% | |
| Net Rental Income | Not applicable | SR 16,000,000 | SR 16,000,000 | SR 16,000,000 | |
| Percentage of Total Annual Return of the property * | Not applicable | 6.46% | 7.75% | 7.75% | |
| Percentage of Net Annual Return of the property * | Not applicable | 6.46% | 7.75% | 7.75% | |
| Rent for the last 3 year | Year | Rent | | | |
| | 2021 | SR 16,000,000 | | | |
| | 2020 | SR 13,333,333 | | | |
| | 2019 ** | SR 8,896,312 | | | |

The lease contract for the Elite property "The Elite" commenced at March 2, 2020, and therefore the rent mentioned represents the rent for the period from March 2, 2020 to December 31, 2020. For the remaining, the entire rent of SR 16,000,000 shall be collected. * Occupancy rate is about 50%.

1. ** The revenue is calculated based on the acquisition value and brokerage commission fee totaling SR 206,537,500, exclusive tax. The property has been acquired by increasing the total value of the fund's assets by offering 8,108,652

additional units (“additional units”). The Units have been offered at a nominal value of SR 10 per unit, with a total value of SR 81,086,520 for all units. Subscription in the Fund during the offering period to increase the fund’s total assets value is based on the fund’s net asset value per unit at fair value, which is SR 9.94 per unit (“targeted offering price”) according to the financial statements as of June 30, 2019, with total subscription value of SR 80,600,000, provided that the difference shall be recognized as an offering discount under “Net assets attributable to Unitholders” in the balance sheet. An additional 8,108,652 units have been offered for in-kind subscription for of Dr. Khaled bin Abdulaziz bin Nafjan, who is the owner of the new property that has been acquired for the benefit of the Fund by increasing the total assets of the Fund.

Disclosure: subject to the facility agreement, the financing bank has the right to pledge all the fund's properties in the bank’s name in return for to the financing amount due by the Fund.

Current and Targeted Net Rental Revenue per Property / Benefit

| Name of the Property | 2018 | 2019 * | 2020 * | 2021 * |
|--|----------------|----------------|------------|------------|
| Alysamin Residential Building | Vacant | Vacant | Vacant | Vacant |
| Teqnia Commercial Complex | 10,029,000 | 8,419,500 | 8,920,000 | 8,920,000 |
| Dinar Commercial Building | 9,957,640 | 9,957,640 | 9,957,640 | 9,957,640 |
| West Avenue Complex | 24,720,000 | 24,720,000 | 24,720,000 | 24,720,000 |
| Vivienda Villas Complex ** | 10,937,500 | 10,937,500 | 10,937,500 | 10,937,500 |
| Burger King Restaurant, Khamis Mushait | 1,150,000 | 1,150,000 | 1,150,000 | 1,150,000 |
| Burger King Restaurant, Jeddah, Alsheraa | Not Applicable | Applicable | 1,250,000 | 1,250,000 |
| Burger King Restaurant, Jeddah, Obhur | 610,000 | 610,000 | 610,000 | 610,000 |
| First Room Hotel Apartments | Not applicable | Not applicable | 5,000,000 | 5,000,000 |
| Elite Mall "The Elite" | Not applicable | Not applicable | 13,333,333 | 16,000,000 |

* Rental value according to signed contracts

** Vivienda Villas Complex, the rent will be SR 11,703,125 as of 28/10/2022, an increase of 7%.

Targeted annual rental revenues of properties based on acquisition value:

| Properties | total revenue to acquisition value % * | | | net revenue to acquisition value % * | | |
|--|--|--------|--------|--------------------------------------|--------|--------|
| | 2020 | 2021 | 2022 | 2020 | 2021 | 2022 |
| Teqnia Commercial, Industrial Complex | 7.34% | 7.34% | 7.34% | 7.34% | 7.34% | 7.34% |
| Dinar Commercial Building | 8.00% | 8.00% | 8.00% | 8.00% | 8.00% | 8.00% |
| West Avenue Mall | 8.00% | 8.00% | 8.00% | 8.00% | 8.00% | 8.00% |
| Vivienda Property | 8.75% | 8.75% | 8.85% | 8.75% | 8.75% | 8.85% |
| Burger King Restaurant, Khamis Mushait | 8.81% | 8.81% | 8.81% | 8.81% | 8.81% | 8.81% |
| Burger King Restaurant, Alsheraa | 8.03% | 8.03% | 8.03% | 8.03% | 8.03% | 8.03% |
| Burger King Restaurant, Obhur | 8.31% | 8.31% | 8.31% | 8.31% | 8.31% | 8.31% |
| First Room Hotel Apartments | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% |
| Elite Mall "The Elite" | 6.62% | 7.94% | 7.94% | 6.62% | 7.94% | 7.94% |
| Alysamin Residential Building | Vacant | Vacant | Vacant | Vacant | Vacant | Vacant |

* Acquisition value exclusive brokerage commission fee.

Targeted annual rental revenues of properties based on acquisition value and brokerage fee:

| Properties | total revenue to acquisition value % * | | | net revenue to acquisition value % * | | |
|--|--|--------|--------|--------------------------------------|--------|--------|
| | 2020 | 2021 | 2022 | 2020 | 2021 | 2022 |
| Teqnia Commercial, Industrial Complex | 7.34% | 7.34% | 7.34% | 7.34% | 7.34% | 7.34% |
| Dinar Commercial Building | 8.00% | 8.00% | 8.00% | 8.00% | 8.00% | 8.00% |
| West Avenue Mall | 8.00% | 8.00% | 8.00% | 8.00% | 8.00% | 8.00% |
| Vivienda Property | 8.75% | 8.75% | 8.85% | 8.75% | 8.75% | 8.85% |
| Burger King Restaurant, Khamis Mushait | 8.81% | 8.81% | 8.81% | 8.81% | 8.81% | 8.81% |
| Burger King Restaurant, Alsheraa | 8.03% | 8.03% | 8.03% | 8.03% | 8.03% | 8.03% |
| Burger King Restaurant, Obhur | 8.31% | 8.31% | 8.31% | 8.31% | 8.31% | 8.31% |
| First Room Hotel Apartments | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% |
| Elite Mall "The Elite" | 6.62% | 7.94% | 7.94% | 6.62% | 7.94% | 7.94% |
| Alysamin Residential Building | Vacant | Vacant | Vacant | Vacant | Vacant | Vacant |

* The building is vacant because the tenant has left the building.

Usage of Offering and Acquisition Proceeds

| Item | Percentage (%) | Value | |
|---|---|--------------------|------------|
| Purchase value (exclusive VAT) | | 201,500,000 | |
| Acquisition Details | | cash | In-kind |
| Acquisition percentages | | 60% | 40% |
| Details of acquisition amounts | | 120,900,000 | 80,600,000 |
| Brokerage Fee and VAT | | | |
| VAT | 5% of purchase value | 10,075,000 | |
| Brokerage Fee | 2.5% of purchase value | 5,037,500 | |
| Brokerage fee + VAT | 7.5% | 15,112,500 | |
| Non-recurring fees | | | |
| Handling fees paid to the Fund Manager | 1% of the acquired property value | 2,015,000 | |
| Capital structure fees paid to the Fund Manager | 1% of in-kind and cash subscriptions | 806,000 | |
| Finance structure fees paid to the Fund Manager | 1 % of the finance amount withdrawn (*) | 416,501 | |
| Total non-recurring fees | | 3,237,501 | |
| Total fees | | 18,350,001 | |
| Total amount withdrawn | | 139,250,001 | |

(*) 0.7%, equivalent to SR 971,835, of the amount was paid.

A table showing each tenant rent percentage to total rents (%):

| Property | Tenant | Total Income of 2020 | % of total income |
|--|-------------------------------------|----------------------|-------------------|
| West Avenue Mall | Gulf Real Estate Company | 24,720,000 | 32.58% |
| Block 6 and block 7A – Teqnia Complex | Abdul Latif Al-Essa Motors Company | 2,600,000 | 3.43% |
| Block 7B, block 9 and Block 24 - Teqnia Complex | Alissa International Motors Company | 3,024,500 | 3.99% |
| Vivienda Villas complex | Forus Real Estate Company | 10,937,500 | 14.41% |
| Block 11 Teqnia Complex | United Motors Company | 1,435,500 | 1.89% |
| Block 10 - Teqnia Complex | Mohammed Youssef Naghi Motors Co. | 960,000 | 1.27% |
| Plot 25 - Teqnia Complex | Projects supply company | 900,000 | 1.19% |
| Dinar Building in Jeddah | Saba Real Estate Company | 9,957,640 | 13.12% |
| Burger King restaurants, Khamis Mushait & Jeddah Obhu & Alsheraa | Olayan Food Company | 3,010,000 | 3.97% |
| First Room Hotel | First Room Hotel Company | 5,000,000 | 6.59% |
| Elite Mall "The Elite" | Almasharia Aloula Company | 13,333,333 | 17.57% |
| Alysamin Building * | Alysamin * | - | - |
| Total | | 75,878,473 | 100% |

* The property is vacant – the tenant has left the property.

Capital Structure of the Fund:

| Description | Value |
|----------------------------------|------------------|
| No. of Units of the Fund | 68,108,652 units |
| Fund Capital | SR 681,086,520 |
| Used Finance | SR 342,600,000 |
| Fund Size | SR 1,023,686,520 |
| Total Revenue of the Fund | SR 75,878,473 |
| Net Revenue of the Fund * | SR 74,628,473 |

* The difference between the total rent and the net rent represents the amount of rent for Alsheraa restaurant in Jeddah, which is about SR 1,250,000. This is because the contract has not commenced yet as the project is in its final stages and the property will be delivered to the tenant and the contract will commence 4 months after delivery.

The total revenue of the fund means the total rental value subject to lease contracts entered into with the tenants.

The net income of the Fund means the value of the rents, subject to lease contracts, less the value of any expenses incurred on the properties, such as management and maintenance fees, etc., and less the vacancy rates or non-operational properties, such as properties under construction for which lease contracts have been signed during construction period.

| Percentage of Fund revenue to capital % | 2020 | 2021 | 2022 |
|---|---------------|---------------|---------------|
| | Targeted | | |
| Fund Capital | 681,086,520 | 681,086,520 | 681,086,520 |
| Facilities used | 342,600,000 | 342,600,000 | 342,600,000 |
| Total fund size | 1,023,686,520 | 1,023,686,520 | 1,023,686,520 |
| Total revenue of the properties in the fund | 75,878,473 | 78,545,140 | 78,674,766 |
| Total income of the properties in fund properties | 74,628,473 | 78,545,140 | 78,674,766 |
| Fund rental revenue to capital % | | | |
| total revenue of the properties in the fund | 11.14% | 11.53% | 11.55% |
| Net income of the properties | 10.96% | 11.53% | 11.55% |
| Expected total expenses of the fund | 3.89% | 3.89% | 3.89% |
| Facilities (finance) charges | 2.01% | 2.01% | 2.01% |
| Non-recurring expenses | 0.00% | 0.00% | 0.00% |
| Targeted income of the Fund | 5.05% | 5.63% | 5.65% |

Fund Expenses:

| Fund Recurring Costs | |
|----------------------------------|--|
| Fund Management Fees | 1% annually of the total asset value of the fund, after deducting the expenses, calculated and paid every six months. |
| Other expenses | 0.25% as custody fees, auditor fees, board members' fees, etc., as shown in Fees, Charges, Commissions and Management Fees section. |
| Fund non-recurring costs | |
| Capital structure fee | The fund pays fees to the Fund Manager or any other party for capital structure, at a maximum of 1% of the total of any subscription amounts collected during future offering periods or upon collecting any other subscription amounts, whether in cash (by issuing priority rights) or in kind. The capital structure fees shall be paid for one time immediately after the closure of any fund raising. |
| Finance structuring fee | The fund pays fees to the Fund Manager or any other party for finance structure, at a maximum of 1% of the total amount withdrawn subject to any bank facilities. |
| Transaction fee | The fund pays to the Fund Manager a maximum of 1% of the sale or acquisition value of any real estate asset throughout the fund life. |
| Brokerage commission fees | 2.5%, at maximum, of the property acquisition value is paid to the real estate broker upon transfer of the ownership of the property. The real estate broker may be a related party. |

* Net income of properties has been calculated based on occupancy rates.

Occupancy rate = rental value of the leased properties to total rents, which, in 2020, represents 98.75%. In the event that the tenant receives Burger King Restaurant in Alsheraa district and Alysamin building is leased out, the occupancy rate will be 100%.

7.1 The power to obtain finance: The Fund Manager does not intend to obtain finance upon launching the fund on behalf of the fund. However, the Fund Manager may obtain Sharia-compliant finance after the approval of the fund's board of directors. The percentage of finance obtained shall not exceed 50% of the total assets value of the fund, according to the last audited financial statements. The amount of finance to be obtained shall depend on the financing arrangements and the prevailing market conditions. The conditions of any finance will be based on the absence of any right to recourse against the unitholders in the fund.

7.2 The Fund Manager has the right to pledge the real estate subject of the investment during the acquisition stage in favor of any financing agency in the event of obtaining finance for the fund, and the pledge deed is to registered in the name of the custodian unless the financing party requests the registration of the instrument in its name.

7.3 After the fund is listed in Tadawul, the Fund Manager may negotiate with banks to obtain Sharia-compliant credit facilities whenever required to provide the cash necessary to complete the acquisition of real estate assets that may take place in the future.

7.4 Methods and How to invest cash available in the Fund:

The Fund Manager may maintain liquidity in the form of available cash until it is invested in targeted real estate assets or distributed to unitholders. The Fund Manager may make temporary investments with available cash amounts in Murabaha transaction, before distributing such amounts to investors or before investing them in assets, as applicable, provided that the cash available shall be directly invested in money market instruments issued by Saudi and Gulf agencies and subject to the supervision of central banks in Saudi Arabia and the Gulf states, which investment shall be in Saudi riyal. Issuers of money market instruments shall be selected based on credit rating, which rating shall not be less than (Baa) issued by Moody's or equivalent (BBB +) by Fitch or Standard & Poor's. Cash available may also be invested indirectly in Murabaha Saudi riyal dominated public funds licensed by the CMA, whether managed by the Fund Manager itself or another manager. Such funds are to be selected by comparing the historical performance of the fund to the risks, liquidity and the size of the fund. Investments can be made in more than one fund at the same time. Moreover, surplus cash may be invested in other public real estate investment traded funds licensed by CMA in compliance with Sharia controls.

7.5 The Fund Manager shall abide by investment restrictions as provided for in Real Estate Investment Traded Funds Instructions

7.6 Investors' ownership in the fund before and after increasing the fund's total assets value.

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7.7 The Fund Manager has insured the fund's assets according to the schedule and conditions below. The Fund Manager shall insure any assets newly added to the fund against all potential risks.

| No. | Property | Insurance Terms |
|------------|---|--|
| 1 | Alysamin Residential Building | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |
| 2 | Teqnia Commercial Complex | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |
| 3 | Dinar Commercial Building | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |
| 4 | West Avenue Complex | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |
| 5 | Vivienda Hotel Villa Complex | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |
| 6 | Burger King Restaurant (Khamis Mushait) | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |
| 7 | Burger King Restaurant (Jeddah, Alsheraa) | Under construction. After the completion of the project and the receipt of the building, the Fund Manager undertakes that the property will be insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs. |
| 8 | Burger King Restaurant (Obhur) | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |
| 9 | First Room Hotel Apartments | The Fund Manager has insured the property after transferring the ownership of the property to the Fund. The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |
| 10 | Elite Mall "The Elite | The Fund Manager has insured the property after transferring the ownership of the property to the Fund. The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |

Investors' ownership in the Fund

| | No. of units | % of Fund capital | Cash / in-kind |
|---|--------------|-------------------|----------------|
| A) Major owners owning 5% or more. | | | |
| Gulf Real Estate Company | 26,500,000 | 38,91% | In-kind |
| Abdul Latif Al-Essa Group Ltd. | 12,150,000 | 17,84% | In-kind |
| Khalid bin Abdulaziz bin Nafjan (the new owner of the property) * | 8,108,652 | 11,91% | In-kind |
| b) Fund Manager and its affiliates | | | |
| Mulkia Investment Company (Fund Manager) | 900,000 | 1.32% | Cash |
| Fund Manager affiliates | 0 | 0 | |
| Total non-public | 47,658,652 | 69.97% | In-kind & Cash |
| Total public | 20,450,000 | 30.03% | Cash |
| Total | 68,108,652 | 100% | / |

* Period of prohibition on selling the units applied to Dr. Khaled bin Abdulaziz bin Nafjan extends for 1 year from the date of listing the additional units issued to him.

Acquired property for the purpose of increasing the fund total asset (second additional offering)

7,1,11 Al Jadah commercial and hotel complex

| Property Details | | | | | |
|--|--|--------|-------------|--------------------|------------------|
| Name of the Property | Al Jadah commercial and hotel complex | | | | |
| Former owner/owners of the Property | Ahmed Abdullah Othman Al-Salama and Abdulaziz Muhammad Abdulaziz Al-Qasim | | | | |
| Type | Commercial/hotel | | | | |
| Country / City | Kingdom of Saudi Arabia, Riyadh city | | | | |
| District / street | Qurtoba district, Al Thumammah Road | | | | |
| Land Area | 21,670.9 square meters | | | | |
| Built-up Area | 33,105.89 square meters | | | | |
| Number of floors | 3 | | | | |
| Number and types of units | The property consists of: 1. Hotel part consists of 104 rooms, 16 hotel villas. 2. Commercial units represented by 5 offices and 24 trade exhibitions. | | | | |
| Date of Building Completion | 28/03/1441 H. | | | | |
| Cost of buying the building (without calculating acquisition expenses) | SR 335,000.000, excluding handling fee, VAT and RETT | | | | |
| Acquisition Mechanism | Issuing in-kind units (3,556,911 units) and the remaining units shall be funded through funding available from the fund and offering proceeds in order to increase the fund total asset. | | | | |
| Lease Contract Details | | | | | |
| Tenant | Separate contracts for multiple tenants | | | | |
| Usage | Commercial and hotel exhibitions | | | | |
| Current lease contracts | No. | Lessee | Annual Rent | Lease Commencement | Lease Expiration |

| | | | | | |
|------------------------------------|---|---|---------|------------|------------|
| | 1 | Rasan Information Technology Co. | 695,671 | 21/11/2021 | 20/11/2026 |
| | 2 | Boga Co. | 945,000 | 15/11/2021 | 14/11/2030 |
| | 3 | Jawda and Tamayoz Co. | 761,750 | 01/01/2021 | 31/11/2025 |
| | 4 | Delicious Food Co. | 802,593 | 01/12/2020 | 30/11/2025 |
| | 5 | Sokkat ALteeb Co. | 541,128 | 01/10/2021 | 30/09/2026 |
| | 6 | Good-health Pharmaceuticals Private Limited | 204,894 | 01/01/2022 | 31/12/2023 |
| | 7 | Al Ajlan International Company | 226,719 | 01/06/2022 | 31/05/2027 |
| | 8 | Integrated Telecom Company | 288,900 | 01/04/2022 | 31/03/2024 |
| | 9 | Ahdab Coffee Shop | 262,500 | 05/04/2021 | 04/04/2026 |
| | 10 | Mithl Alqamar Beauty Salon | 147,910 | 01/12/2020 | 30/11/2025 |
| | 11 | BELLS Restaurant | 147,924 | 01/01/2021 | 31/12/2023 |
| | 12 | Coffee Pyramid Organization | 237,219 | 01/01/2021 | 31/12/2025 |
| | 13 | Zaweyat Allohom Organization | 229,334 | 01/01/2021 | 31/12/2025 |
| | 14 | Al-Ula Car Rent | 237,232 | 01/12/2020 | 30/11/2025 |
| | 15 | Jawda and Tamayoz Co. 777 | 224,865 | 01/03/2022 | 28/02/2027 |
| | 16 | Al-Nafora Coffee Shop | 456,435 | 01/12/2020 | 30/11/2030 |
| | 17 | Mohammed Khaled Al Rajhi Coffee Shop | 655,984 | 24/07/2021 | 23/07/2026 |
| | 18 | Hanan Mohammed Al-Oraifi Restaurants | 863,925 | 24/07/2021 | 23/07/2026 |
| Total annual revenue | Commercial part: SR 7,929,983 Hotel part: SR 29,225,387 | | | | |
| Last 3-year annual rental revenues | 2022 | SR 37,155,370 | | | |
| | 2021 | SR 17,002,455 | | | |
| | 2020 | SR 137,014 | | | |
| Rent Payment Method | vary according to previously contracts signed and future contracts (quarterly, semi-annual, annual) | | | | |
| Property Manager | THIQA | | | | |
| Appointment Date | 05/07/2023 | | | | |
| Property Manager Fees | collection fee: 3% of the actual amount of property income received. | | | | |

| | |
|-----------|--|
| | Lease fee: 5% of the lease for the first year of each contract; however, in the event of a new lease, the first year's collection fee is cancelled. |
| Insurance | The property is insured against potential risks, which insurance extends to cover all costs of property reinstatement, including permits, demolition and reconstruction costs, and public liability insurance and rents. |

For more information about the property, please review the Supplementary Annex (1) of Mulkia-Gulf Real Estate REIT Fund – changes related to increase the total value of the fund asset at the end of fund’s terms and conditions.

8. Risks of Investing in the Fund

8.1 Introduction to risks: Investment in the fund is classified as medium to high risk. Therefore, investing in this fund involves many risks and is suitable only for investors who are fully aware of the risks of investment and can bear such risks. The Fund Manager has listed the risks mentioned in the Risk Summary according to its knowledge and belief, and potential investors must carefully read these risks before purchasing units in the fund. The Fund Manager does not guarantee that other risks will not emerge in the future. There may be other risks that the Fund Manager does not know or factors that the Fund Manager believes are not important currently and accordingly not mentioned in this Paragraph, while they may become important in the future due to changing market conditions.

The Fund Manager also does not guarantee that it will be able to achieve the fund’s objectives. It does not guarantee a positive return will be achieved on investor’s investments. It also does not guarantee to investors that the value recovered will be less than their investments upon liquidation of the fund. It does not guarantee that the unit price will not decline without the value of the initial investment, and each investor shall bear full responsibility for any financial losses resulting from investing in the fund unless that loss is due to fraud, gross negligence or misconduct by the Fund Manager in accordance with Real Estate Investment Funds Regulations and the Real Estate Investment Traded Funds Instructions.

8.2 Risk Summary: This section deals with the most risky factors that may affect the work, operations and financial condition of the fund. It does not describe all risks and uncertainties that apply to the fund, the sector, or the ownership of the fund's units. In the event that any of the following risks occur or the emergence of other risks and uncertainties that have not yet been identified or which we consider not material at the present time, then the fund may be adversely affected, and the value of the fund's units may decrease in that case.

Risks that the Fund Manager is aware of include, but not limited to:

8.2.1 Risks of no previous operational history: There is no operational history or past results of the fund, and the investor should not rely on past results of income-generating real estate funds or other REIT funds to extrapolate the future performance of the fund, whether they are related to one of the parties participating in this fund or not. Until the date of issuance of these terms and conditions, the fund had not executed any real estate or other investments, nor did the fund own any real estate assets and did not carry out any operational operations or obtain finance. Therefore, this matter may negatively affect the Fund's investments, revenues and dividends.

8.2.2 Risks of no revenue: The Fund Manager does not guarantee that it will be able to achieve revenues for its investors. All the numbers mentioned in these terms and conditions are for purposes of clarifying the expected revenues in the future based on the current contracts. The actual revenues of the fund may differ from the numbers mentioned in these Terms and Conditions in the event that the tenant does not comply with the terms of the contract or changes the value of the contracts in the future. There will be no guarantee that these revenues will be realized.

8.2.3 General Investment Risks: There is no guarantee that the fund will achieve its investment objectives, which may happen as a result of many factors, some of which are outside the control of the Fund Manager. Investments in the fund will only be suitable for investors who are aware of the risks involved in that investment.

8.2.4 Risks of real estate investments: Real estate investments in the Kingdom are affected by local economic conditions. Therefore, general economic indicators such as economic growth, money supply, local interest rates and other factors will affect the investors' appetite for real estate investments and thus reflect on the real estate market trend in the future, which may affect the Fund revenues and distributions.

8.2.5 Risks of inability of investor to value the fund's real estate investments individually: Investors wishing to invest in the Fund will not have the opportunity to independently and individually value the fund's real estate

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investments before made by the Fund. The fund does not own any real estate assets and has not yet acquired real estate assets. The fund will not provide the investor with information about the real estate acquisitions that it will make in the future before they take place, which will limit the investor's ability to value each acquisition individually.

8.2.6 Risks of delay in selecting the proper properties and acquisition: The fund's ability to make periodic distributions may be affected as a result of delay in selecting proper real estate investments, especially since the Fund Manager may rely on a third party to search for proper properties, which, in return, may be searching for real estate investment for other parties. Delay in selecting, acquiring as well as developing, if applicable, the fund portfolio properties will most likely have a negative impact on the fund's ability to make periodic distributions, which may negatively affect the fund's investments, revenues and distributions.

8.2.7 Risks of Investments geographic concentration: According to the fund's strategy, the Fund portfolio properties will be concentrated in the Kingdom of Saudi Arabia and may be concentrated in the future in one city and thus will be affected by the conditions, downturns and economic cycles that affect the region in general. This may negatively affect the fund's investments and the unit price. Also, the high concentration of the fund's portfolio properties in a specific geographical area, or the fact that a large number of tenants work in one sector or similar and interrelated sectors, would magnify the impacts of the downturns occurring in that geographical area or in such sector or sectors, which may negatively affect the Fund revenues and distributions. Factors affecting the economic conditions in the Kingdom of Saudi Arabia may include the following:

- Financial performance and productivity of various economic sectors.
- Economic slowdown.
- Layoffs and downsizing of businesses.
- Changing business locations.
- Changing demographic factors.
- Increase in the efficiency and use of modern means of communication to perform work at home.
- Increasing demand and confidence in online shopping.
- Level of infrastructure quality.
- Real estate inflation or shrinking demand for real estate.
- Enactment of new legislations related to real estate ownership and lease.

8.2.8 Risks of Rarity of high-quality properties offered: The Saudi real estate market at the present time does not offer many high-quality properties with international standards in terms of design and implementation, which may lead to increasing demand for such properties for investment purposes and increasing acquisition prices, which may be inconsistent with their actual values. Yet, in the coming period, the Saudi real estate market is expected to provide more high-quality properties, which may lead to a slowdown in the growth of the investment return on high-quality properties targeted by the Fund, and thus may have a negative impact on the rate of periodic distributions and the growth of investment value for subscribers in the fund. This, in return, may negatively affect the revenues and distributions of the fund.

8.2.9 Risks of dividend distribution from non-operational activities: The Fund Manager, if unable to pay the periodic rental revenues to shareholders from the operational fund's activities, may distribute part of the cash available in the fund if the revenues are due as part of the fund obligation, which may negatively affect the fund revenues and distributions.

8.2.10 Risks of staff loss: The inability of the Fund Manager, consultant, property operator, and / or any external parties to maintain or attract key employees, or the loss of key employees working for any of the above, may affect the Fund Manager's ability to implement the investment strategy, which in turn may affect the fund's ability to make periodic distributions as planned and may also affect the value of subscribers' investment, which may negatively affect the fund's distributions and revenues.

8.2.11 Risks of economic and legislative changes: The operating results of the fund are affected by economic and legislative changes, which may have a negative impact on the real estate sector in general. This may reduce the profitability of the fund or prevent the fund from achieving growth in the value of its real estate investments. Risks associated with economic and legislative changes include the following:

- a) Changes in economic conditions or local conditions in general.
- b) Changes in real estate supply and demand.

- c) Changes in the prevailing profit rate, especially the periods characterized by a high profit rate and a small money supply.
- d) Changes in tax, real estate, environmental and urban laws and legislation.

These and other reasons may prevent the fund from being profitable or from achieving growth or maintaining the value of the fund's real estate investments, which may negatively affect the fund's investments, revenues and distributions.

8.2.12 Risks of Failure by tenants to meet their obligations: Tenant may not adhere to its contractual obligations and may fail to make rental payments when due, which will negatively affect the cash flows of the fund, and thus will affect the periodic revenues that the fund will distribute to the unitholders. Also, if any of the tenants of a real estate unit in the fund's portfolio declares bankruptcy, the real estate operator of the fund may be unable to collect the money owed to the fund under the lease contract with such tenant, which may lead to a reduction in the cash flows resulting from the fund's main operations and the available amounts to make periodic distributions to unitholders, which may negatively affect the fund's investments, revenues and distributions.

8.2.13 Risks of vacancies for long periods: If any of the real estate units becomes vacant for long periods as a result of the end and non-renewal of the lease contract, or any tenant refusing to complete the lease period, whether legally or not, or any tenant becoming bankrupt or canceling or refusing to renew the lease contract, or for other reasons, the fund may suffer from a decrease in revenues, and thus a decrease in periodic distributions to investors. Moreover, since the value of a property depends heavily on its lease contracts, the value that can be collected from selling such property, which have been partially or totally not rented for relatively long periods may diminish, and consequently, the revenues that can be achieved to investors may decrease, which may be negatively affects the Fund's investments, revenues and distributions.

8.2.14 Risks of no guarantees in property selling process: The parties selling properties usually provide limited guarantees or do not provide any guarantees regarding the quality of such property in terms of architectural or engineering aspects or its suitability for particular purpose. Therefore, the fund has limited procedures to apply where the due examination made by the fund prior to the acquisition of a particular property fails to show any matters that may reduce the property's value. In such cases, the fund may lose all or a large part of its investment in such property in addition to the revenues that were expected to be collected from such property in the form of rents. This will negatively affect the value of the subscribers' investments as well as the fund distributions and revenues.

8.2.15 Risks of property maintenance & main changes: When a tenant leave the leased property due to the end and non-renewal of lease contract or due to any other reasons, the property owner usually make costly improvements to the property to attract new tenants. Although tenants are generally expected to pay periodic payments to carry out maintenance on the leased properties, the fund may end up being responsible for carrying out substantial repairs to the newly vacated properties in excess of any sums collected from old tenants for maintenance, which may negatively affect the value of subscribers' investments as well as the fund revenues and distributions.

8.2.16 Risks of Lack of liquidity of real estate investments: Real estate investments are considered relatively illiquid investments compared to equity investments and other investment assets, which may prevent the Fund Manager from selling the fund's real estate assets within a short period of time. Moreover, such sale may be delayed due to conditions or circumstances related to the real estate sector. Therefore, the Fund Manager cannot estimate the likelihood that it will be able to sell any of its properties at the price or on the terms that it sets. Also, it may not be able to estimate how long the search for a potential buyer will take until the sale transaction is completed. The contracts for the purchase of some properties acquired by the fund may contain restrictions related to the sale process, such as prohibition to sell the property for a specific period of time or restrictions regarding the amount of debt that can be paid through such sale. Any delay in the sale process will reduce the Fund's ability to implement its investment strategy in the best way, which may negatively affect the value of the subscribers' investments, the periodic distributions to the subscribers, and accordingly the Fund's revenues and distributions.

8.2.17 Risks of selling property with a capital loss: Some properties owned by the fund may not achieve increase in rental revenues over time, or the increase in their rents may be less than the fair market percentage in the future. For these reasons or other reasons, the value of the property for any potential buyer may not increase over time, which may limit the Fund Manager's ability to sell such property. In such case, the property may be sold at a price lower than its purchase price. This means a decrease in the cash available to make new acquisitions, a decrease in the capital

return of the fund, and accordingly a decrease in the value of the investment as a whole, which may negatively affect the fund revenues and distributions.

8.2.18 Risks of high operational costs: The fund's purchase of any property involves operational risks in general, which may adversely affect the performance of the fund. If a property within the fund's portfolio is partially vacant, or if the rents collected from the tenants are insufficient to cover the operational costs of that property, the fund will have to cover the operational costs of such property. Operational costs for property include but are not limited to public utility costs, management fees, property insurance, repairs and maintenance, and administrative costs. Although the Fund Manager believes that most of the contracts under which the properties of the fund's portfolio will be leased will obligate the tenants to pay part or all of these expenses unless the same conflicts with the Sharia controls and standards, the lease contracts that will be signed in the future, after the end of current contracts, may not provide for the same. Accordingly, the fund may have to pay these costs. If the fund fails to enter into contracts obligating the tenants to pay the operational expenses of properties, or if the tenants, for any reason whatsoever, fail to pay these expenses, or if the value of the operational costs increases for any reason beyond the control of the Fund Manager, the fund will have to pay these expenses, which will have negative impact on the resources available in the future to acquire properties or to make periodic distributions as planned. This may negatively affect the Fund's investments, revenues and distributions.

8.2.19 Risks related to property insurance: The Fund will provide Takaful insurance for all real estate assets owned by the Fund to reduce the risk of direct material damage to properties. The material damages that may occur to a property may exceed the amounts received under the insurance, as the terms of the insurance policy may not cover the total losses incurred by the Fund. This means that part of reinstatement costs will be borne by the fund. Also, the fund will not be compensated for part or all of the loss resulting from non-collection of rents with regard to damaged property, which means that the periodic distributions to subscribers will be negatively affected. There are also types of material losses and damages of catastrophic nature that cannot be insured, or which are not economically feasible, or which can be insured under limited insurance coverage. This includes losses and damages resulting from wars, terrorist acts, earthquake, floods, hurricanes, or environmental disasters and other devastating events that may occur on a large scale. In such cases, the fund may not have adequate insurance coverage, or any insurance coverage at all. In the event of a catastrophic event that leads to damage or destruction of one or more properties in the fund's portfolio, the fund may lose the amount of its investment in such property and the expected rental profit thereof, which may negatively affect the fund's investments, revenues and distributions.

8.2.20 Risks of restrictive contractual conditions: Some of the properties that the fund will acquire may be part of a real estate scheme or part of a commercial complex, for example, and therefore the contract for the purchase of such properties may contain conditions and restrictions that may limit the fund's ability to operate, or make improvements to such properties, or limit the type of tenants for such properties, etc. The fund's compliance with such conditions and restrictions may increase the property operational costs and thus reduce the cash available to make periodic distributions, which may negatively affect the fund's investments, revenues and distributions.

8.2.21 Risks of Delay in construction & development: Some of the offering proceeds may be used in the acquisition of properties with the intention to develop and improve the same. Therefore, the performance of the Fund will be affected by issues related to real estate planning and re-planning, and environmental and societal obligations during development and improvement works, which may cause delays in completion of such development and improvement works. This may negatively affect the Fund's investments, revenues and distributions.

8.2.22 Risks of purchasing competition: The Fund expects to enter into competition with individuals, companies, and investment accounts of financial institutions such as banks, insurance companies, other income-generating real estate funds, and any other entities involved in real estate market activities, whether they are natural or legal persons. Many of these aforementioned entities may have greater resources than the fund, and some other income-generating real estate funds may have lower capital costs and higher operational efficiency. In addition, any increase in the number of these competing entities and / or the number of funds available to acquire suitable real estate investments will result in an increase in the demand for properties available for acquisition, which means an increase in their purchase price. If the fund pays higher amounts of money for properties and other real estate investments it intends to make, the profitability of the fund may decrease and thus the return on investment may decrease, which may negatively affect the fund's revenues and distributions.

8.2.23 Risks of offered properties competition: There will be many other properties in the same areas where the fund properties are located, which properties will compete with the fund's properties in attracting potential tenants. The number of these competing properties will have an impact on the fund's ability to rent its properties and the rentals collected by the fund for such properties, which may lead to a decrease in the fund's cash flows. The performance of the fund may be adversely affected in the event that new properties are built or existing properties are improved and developed in the same locations as the fund's properties. This may force the fund to make capital improvements or developments for its properties in order to maintain or create a competitive advantage, which will affect periodical distributions made by the fund. This may negatively affect the fund revenues and distributions.

8.2.24 Risks of costs of compliance with government laws and regulations: Real estate properties and their related activities such as construction, lease, etc., are subject to the laws and regulations of the Kingdom of Saudi Arabia, such as laws and regulations of environment, public health and safety, and the suitability of the property for use by individuals with special needs, etc. Such laws and regulations may impose varying obligations on tenant, property owner, and / or property operator in terms of costs relating to inspecting properties by government authorities and dealing with any observations made by such authorities, regardless of the reason or whether the acts that led to non-compliance with laws are legal or not. These obligations may be substantial in size and type, which may negatively affect the fund's investments and unit price. Moreover, enactment of new laws prohibiting leasing out properties to a certain class of tenants may force some tenants to end their lease contracts with the fund. In this case, the fund will have to search for new tenants, which may negatively affect the fund's revenues and distributions.

8.2.25 Financing risks: The Fund Manager may obtain finance for real estate acquisition and operating the fund's activities. The current international economic conditions, however, may lead to higher financing costs. Financing costs, in general, may have a negative impact on the net revenues of the fund if the rental revenues decrease for any reason. This will have a negative impact on the performance of the fund as a whole. In addition, the use of finance may reduce the net asset value should the value of the fund's real estate assets decreases. All this may lead to negative impacts on the fund's operational results and financial position, which may affect the fund's revenues and distributions.

8.2.26 Risks of high interest rates on financing: If the Fund obtains finance with variable interest rates, the increase in interest rates will lead to a reduction in cash flows and limit the Fund's ability to make periodic distributions. In addition, when the fund repays a finance with a variable interest rate at a time when such interest rate is high, the fund may have to liquidate one or more of its real estate investments when achieving the highest possible return on such investments is not possible, which may negatively affect the fund's investments, revenues and distributions.

8.2.27 Risks of acquisition of public shares in a real estate property: The acquisition of shares in companies or properties owned by third parties involves the same general risks that face the real estate sector as mentioned in the risk section. Therefore, these risks extend to the shares owned by the fund. In such case, no guarantee can be given that the fund will be able to achieve any return on the invested capital, which may negatively affect the fund's revenues and distributions.

8.2.28 Risks of investments in other funds: Other funds in which the Fund may invest are exposed to the same, or some of the risks mentioned in the main investment risks section, or to risks specific to the fund itself, which may negatively affect the fund's investments, revenues and distributions.

8.2.29 Risks of idle land fees: Unitholders may bear the negative effects of imposing fees on idle lands, which may lead to expansion of income-generating real estate projects due to the development of idle lands. As a result, rental values may be decreased, which may negatively affect the fund's revenues and distributions.

8.2.30 Risks related to Sharia Committee standards: The fund's investments are limited only to Sharia-compliant investments, which negatively affects the diversity of the fund's assets. Therefore, any fluctuation in the prices of such limited class of investments may negatively affect the performance of the fund. In addition, the Fund Manager shall review the compliance of investments with the Sharia controls. In this case, any investment ceases to be compliant with Shari controls will be disposed of, which disposal may be for a price lower than the appropriate price, which may negatively affect the fund's revenues and distributions.

8.2.31 Risks of conflict of interest: The Fund Manager engages in a range of activities that include financial investments and advisory services. There may be cases where the interests of the Fund Manager conflict with the interests of the fund. Any conflict of interest will limit the Fund Manager's ability to perform his duties objectively, which may negatively affect the fund's investments, revenues and dividends.

8.2.32 Risks of Investments in Murabaha: These risks are related to the possibility that any of the contracting parties will fail to fulfill its contractual obligations towards the Fund Manager in accordance with the terms agreed upon. These risks apply to the fund when money is deposited (in the form of Sharia-compliant deposits or similar deposits) with a third party or when the fund invests in various Murabaha transactions. In this case, a failure by any party with the fund deals will negatively affect the fund investments, revenues, and distributions.

8.2.33 Risks of Reliance on credit rating: If the credit rating of any Murabaha in which the fund invests decreases, the Fund Manager may have to dispose of such Murabaha, which may negatively affect the fund's assets invested in therein. This, in return, will negatively affect the fund's revenues and distributions.

8.3 The investment in the Fund does not make any guarantee that the investment will generate profits or that investors will not incur any loss. In general, investment in the fund is not to be considered as a deposit with a local bank. The nature of investment in the fund is based on the concept of partnership, meaning that profits achieved or losses incurred will be distributed according to the share of each subscriber in the fund. Accordingly, the Fund Manager does not provide any guarantees that the fund will achieve its investment objectives. There will be no guarantees that the subscribers will recover their invested principal amounts upon selling their units or upon termination of the fund.

8.4 The performance of any real estate projects or other real estate investment funds in the Kingdom may not be taken as an indication for the success of the fund. Rather, the revenues achieved by real estate projects and other real estate investment funds in the Kingdom can vary in great degree. Moreover, every project may be affected by specific factors, including but not limited to demographics, timing, environmental factors, design and contractors. The Fund Manager does not give any guarantee, assurance or confirmation that that the project will achieve the same or similar results as those achieved by real estate projects or similar real estate investment funds in the Kingdom. The success of any similar projects or funds is not an indication of any future revenues.

8.5 Unitholders are fully responsible for any financial loss that may result from investing in the fund unless such loss is a result of negligence or default by the Fund Manager.

8.6 The Fund Manager may act as a manager for other funds with the same objectives as the fund. Hence, there may be conflict between the fund's interest and the interest of such other funds. In such case, the Fund Manager will seek to resolve this conflict of interest on a fair and equitable basis for all related funds.

9. Subscription

Offering Period

| Commencement of Initial Offering Period | Closure of initial Offering period | Property acquisition | Listing of fund units |
|---|--|--|---|
| 5 business day, starting from Monday, 20 Dhu al-Hijjah 1438H, corresponding to September 11, 2017 | Sunday 26 Dhu al-Hijjah 1438H, corresponding to September 17, 2017 | Acquisition of properties and transfer of ownership of real estate assets to the special purpose vehicle will take place within 60 business day of closing the offering. | The fund units will be listed within 60 business day of transferring ownership of real estate assets to the fund. |

Additional units offering period:

The additional units will be allocated to subscribers in kind immediately after the approval of the unitholders, provided that the ownership of the property to be acquired or its benefit is transferred to the fund and that the additional units are listed in Tadawul within a period not exceeding (60) days from the date of approval of the unitholders. Units that have been allocated to subscribers in kind, at a rate of (5%) or more, by means of increasing the total value of the fund's assets may not be disposed of during the first year of trading in such units. The offering period to increase the total value of the fund's assets shall commence within a period not exceeding six (6) months from the date of the CMA approval on increasing the fund's assets value.

A) Subscription for Saudis, GCC nationals, person residing in KSA with resident ID, and non-resident foreigners shall, without prejudice to the Law of Real Estate Ownership and Investment by Non-Saudis, commence on

20/12/1438H, corresponding to 11/09/2017G, and end on 26/12/1438H, corresponding to 17/09/2017G. Initial offering period shall be 5 business day, which period may be extended by the Fund Manager for additional 23 business day from the date of offering closure after obtaining approval from the fund board's and CMA.

The following Paragraph gives details about some cases of subscription:

- Individuals under the age of 18 Hijri years may subscribe through the guardian or trustee
- For a minor under 18 Hijri years, a copy of the national ID or residence of the minor along with the ID of the guardian or trustee shall be provided
- If the client is a Saudi national under 15 Hijri years, the family register in which the minor is added and the national ID of the guardian or trustee must be attached.
- If the client is under 18 years old and under trusteeship, a copy of the trusteeship deed issued by the competent court must be attached
- An incapacitated person may subscribe through the guardian or trustee, provided that the incapacitated client has an investment portfolio with a licensed person.
- A divorced Saudi woman or widower with minor children from a non-Saudi husband may subscribe in the names of her children for her own interest, provided that she provides a proof that she is divorced or a widower and a proof that she is the mother of minor children

B) See Appendix 6, Subscription Mechanism & Requirements of Each Client.

C) Investor can obtain a copy of the Terms and Conditions and the subscription application form through Mulkia Investment Company website www.mulkia.com.sa or from the headquarters of Mulkia Investment Company as described in paragraph 2.

D) Each subscriber in the fund must have an active investment portfolio with a licensed person, as the units subscribed in Mulkia-Gulf Real Estate REIT Fund will be directly included in the subscriber's (client) investment portfolio.

E) Investor must read and sign the Terms and Conditions, fill out and sign the subscription form, attach a signed copy of ID documents, and submit the same to the company's headquarters or send a scanned copy of the documents to e-mail reit@mulkia.com.sa. A customer can subscribe on any business day during the subscription period of the fund.

F) If the total subscription amounts collected is less than the minimum amount to be raised, subscription amounts will be refund to subscribers without any deduction, unless the approval of CMA is obtained to extend the offering period. The Fund Manager reserves the right to reject any subscription if the subscriber fails to meet the requirements subject to the Terms and Conditions during the offering period or if the subscriber fails to fill out, complete and sign the subscription form during the offering period. In addition, a subscription will be rejected if the required amount and subscription fees are not added to the subscription account during the offering period. All rejected amounts will be refunded without deducting any expenses, except for any incurred bank charges, within 15 business day after allocation is notified.

9.1 The minimum limit of initial subscription shall be 1000 units at a subscription price of SR 10 per Unit, equivalent to SR 10,000.

9.2 The maximum limit of subscription during the offering period shall be SR 25,000,000, which limit shall apply only to cash subscription.

9.3 The targeted fund size upon offering is SR 600,000,000, of which about SR 581,064,472 will be allocated for real estate investments, distributed as follows:

- a) In-kind subscription of SR 121,500,000 by Abdul Latif Al-Issa Holding Group in exchange for the fund's acquisition of the Teqnia Complex in the south of Riyadh plus brokerage fees at 1% of the property's value, amounting to SR 1,215,000. See Appendix 4 for the Group owners and subsidiaries.
- b) Cash subscription of SR 124,470,490 in exchange for the acquisition of a commercial building in Jeddah plus brokerage fees at 2.5%, amounting to SR 3,111,762.
- c) Cash subscription of SR 18,677,220 in exchange for the acquisition of the Alysamin Residential Building in the north of Riyadh.

- d) In-kind subscription of SR 265,000,000 by the Gulf Real Estate Company in exchange for the fund's acquisition of 86% of the value of the West Avenue project. The Gulf Real Estate Company is a closed joint stock company owned by a group of investors. See Appendix No. 5 for the company's owners.
- e) Cash subscription of SR 44,000,000, which will be used by the Fund Manager to acquire 14% of the value of the West Avenue Riyadh project plus brokerage fees at 1% of the property's entire value, amounting to SR 3,090,000.
- f) Cash subscription of SR 18,935,528, which will be used by the Fund Manager to acquire existing or under construction properties in the future.

10. Allocation Mechanism

10.1 The Fund Manager, as the only party authorized to receive applications for subscribing in the fund and subscribers' amounts, will open an account with a local bank in the name of the subscription of Mulkia-Gulf Real Estate REIT. The Fund Manager shall deposit the subscription amounts in the said account, which will be managed by the appointed fund custodian in accordance with relevant regulations.

10.2 The Fund Manager will submit the results of the offering to CMA within 10 business day and publish such results at the Fund Manager's website and Tadawul website.

10.3 If, after the end of the offering period, the total subscription amounts of all investors (including the in-kind subscription) is less than the minimum amount to be raised, which is SR 600,000,000, all subscription amounts will be refunded to the investors (without any deduction except for bank charges) within 15 business days from the closing date, unless the offering period is extended after the approval of CMA.

10.4 If, after the end of the offering period, the total subscription amounts of all investors (including the in-kind subscription) are equivalent to or more than the minimum amount to be raised, which is SR 600,000,000 riyals, the minimum amount of SR 600,000,000 will be accepted and 60,000,000 units will be allocated for investors according to the following steps:

1. The following timetable outlines the dates of subscription and allocation:

| Steps | Expected Time Period |
|--|---|
| Initial Offering period | 5 business day |
| Subscription period extension (if minimum required amount is not raised) | 23 business day |
| Reporting the offering results to CMA | 10 business day from the closing date of the offering period |
| Notification of allocation of units to subscribers | 10 business day from the closing date of the offering period |
| Property acquisition (transfer of ownership of real estate assets to the fund) | 60 business day from the closing date of the offering period and / or the approval date of the unitholders, as applicable |
| Refund of surplus and rejected subscriptions | 15 business day after the notification of allocation. |

2. Priority of subscription shall be for in-kind subscriptions and the Fund Manager's subscriptions, as mentioned in paragraph 9.

3. Cash subscriptions of 33.1%, will be allocated after the Fund Manager's subscription is allocated. If the subscription of the Fund Manager's affiliates, if any, will lead the percentage allocated to the public to be less than the legal minimum of 30%, the Fund Manager will allocate 30% to the public as a minimum.

4. If the number of subscribers is less than or equal to 19,850, the minimum limit of 1,000 units, equivalent to SR 10,000, will be allocated to each subscriber, and the surplus funds will be distributed to the subscribers on a pro-rata basis with the initial subscription amount for each subscriber.

5. If the number of subscribers is more than 19,850, the Fund Manager will not guarantee that all subscribers will be allocated the minimum limit, and all funds in this case will be allocated equally to all subscribers.

6. In any case, the allocation to any subscriber will not exceed the maximum limit of subscription of SR 25 million. Mulkia Investment Company, Closed Joint Stock Company – CMA license No. 37-13170

7. The Fund Manager shall notify each subscriber within 5 business day from the receipt of subscription application on the acceptance or rejection of the subscription application submitted, whether in whole or in part. Surplus cash subscriptions will be refunded without any deduction, after deducting the value of the allocated units and their subscription fees, within 15 business day from the date of notifying the subscriber of the number of units allocated.

Investors in the fund shall waive the right of pre-emption, and accordingly, any property owned by the fund will be sold according to the fund's investment strategy, after obtaining the approval of the Fund Board.

11. Subscription in Additional Units

(A) Timetable that outlines the expected dates for the offering¹

| Steps | Expected time period |
|--|--|
| Obtaining the approval of CMA and unitholders to increase the total value of the fund's assets by offering additional units | Approval of CMA on 25/05/1441H, corresponding to 20/01/2020G. Approval of unitholders on 10/06/1441H, corresponding to 04/02/2020G. |
| Offering period to increase the total value of the fund's assets. | Not applicable |
| Offering period extension to increase the total value of the fund's assets (in case the targeted total value of the fund's assets is not realized) | Not applicable |
| Acceptance or rejection of subscription applications. | Not applicable |
| Allocation of units by the Fund Manager | Additional units will be allocated in-kind to subscribers immediately after the approval of the unitholders. |
| Refund surplus of subscription amount and related subscription fees to subscribers. | Not applicable |
| Acquisition and transfer of ownership of assets and listing of fund units | Within 60 business day from the closing date of the fund offering period and / or the approval date of unitholders, as applicable |
| Cancellation and refund | Not applicable |

(B) Information about the subscription including the commencement and end date of the subscription ².

The capital of the fund upon the initial offering is SR 600,000,000. After increasing the fund's total assets value by offering 8,108,652 additional units ("additional units"). Units will be offered at a nominal value of SR 10 per unit, with a total value of SR 81,086,520 for all units. However, with regard to the subscription price in the fund during the offering period to increase the fund's total assets value, the unit price is determined based on the net asset value of the fund's units according to the financial statements issued on June 30, 2019, which is SR 9.94 per unit ("the targeted offering price"), with a total value of SR 80,600,000. The difference shall be recognized as an offering discount under "Net assets attributable to Unitholders" in the balance sheet. An additional 8,108,652 units will be offered for in-kind subscription for of Dr. Khaled bin Abdulaziz bin Nafjan, who is the owner of the new property that has been acquired for the benefit of the Fund by means of increasing the fund's total assets (68,108,652) units.

Additional units will be offered according to regulatory controls and procedures issued by CMA, Real Estate Investment Funds Regulations, Real Estate Investment Traded Funds Instructions, and listing rules of Tadawul.

(1) In-kind Subscription

8,108,652 additional units has been offered for Dr. Khaled bin Abdulaziz bin Nafjan as part of the process to increase the total asset value of the fund. In particular, the fund will acquire Elite Mall "The Elite" at a purchase price of SR 201,500,000, from which 40% shall be paid through in-kind subscription in an

¹ Annex 1, Contents within the Cover Page, item (11a)

8,108,652 additional at a subscription price equivalent to the net asset value of the fund's units based on the latest financial statements of June 30, 2019, which is SR 9.94 per unit. The remaining amount of the purchase price, which is SR 120,900,000, exclusive brokerage fees, VAT and other costs of acquisition, shall be paid in cash from the funds available in the fund.

(2) Offering period to increase the fund's total asset value

The process to increase the fund's total asset value is made by offering units for in-kind subscription, without cash subscription, and accordingly there is no offering period, and the additional units will be allocated in-kind to the subscribers immediately after the approval of the unitholders.

(C) Detailed information about properties' owners who will make in-kind subscriptions in the Fund.

| The following table outlines the percentages of all subscribers to increase the fund's total asset value by offering additional units: | Minimum limit of offered units | The percentage of the fund's total asset value after the increase | Maximum limit of the offered units | The percentage of the fund's total asset value after the increase | The percentage of the total number of additional units |
|--|--------------------------------|---|------------------------------------|---|--|
| Number of units for Dr. Khaled Abdulaziz bin Nafjan - In kind subscription | (8,108,652) | 11.91% | (8,108,652) | 11.91% | 100% |
| Number of units offered to the public - cash subscription | (not applicable) | (not applicable) | (not applicable) | (not applicable) | 0% |
| Total number of units to increase the fund's total asset value. | (8,108,652) | 11.91% | (8,108,652) | 11.91% | |

Subject to Article 36 of the Listing Rules, Power to suspend trading or cancel listing, the Authority may at any time suspend the trading of securities or cancel their listing as it deems fit, in any of the circumstances listed in this Articles.

(E) No minimum or maximum subscription limit is applied, because Dr. Khaled Abdulaziz bin Nafjan will subscribe by 8,108,652 units, which constitutes 100% of the total number of additional units.

12. Fees, Charges, Commissions and Management Fees

12.1 The following table outlines fees and expenses:

| Description | Value, Calculation and Payment Method |
|-------------------------|---|
| Subscription fee | 2.0% of the initial subscription value or any additional subscription value, to be added to the subscription amount |
| Management fees | 1% annually of the fund's total asset value, after deducting expenses, to be calculated and paid every six months. |
| Custody fee | A maximum of 0.04% annually of the fund's assets value, to be calculated and paid quarterly. |

| | |
|--|--|
| Fees for registering and listing units on Saudi Stock Exchange (Tadawul): | <p>Unitholders Register Setting up fee: SR 50,000 plus SR 2 for each investor, subject to a maximum of SR 500,000.</p> <p>Unitholder Register Management fee: SR 400,000 annually, which fee may vary from time to time depending on the Fund's capital size.</p> <p>Initial listing fee: SR 50,000.</p> <p>Continuous listing fee: 0.03% of the market value of the fund annually, subject to a minimum of SR 50,000 and a maximum of SR 300,000.</p> |
| Auditor's fees | SR 60,000 annually, to be calculated and paid semi-annually. |
| Board Members Remuneration | SR 5,000 for each independent board member per meeting, subject to a maximum of SR 30,000 annually for each independent member, to be calculated and paid immediately after each meeting. |
| Sharia Board Remuneration | SR 33,000 annually, to be calculated cumulatively for each calendar day and paid on an annual basis. |
| Regulatory fees | SR 7,500 annually, to be calculated cumulatively for each calendar day and paid on an annual basis. |
| Publication fee (Tadawul website) | SR 5,000 annually, to be calculated cumulatively for each calendar day and paid upon claim. |
| Real estate valuer fee | According to the prevailing market prices, to be paid upon providing the service. |
| Brokerage commission fee | 2.5% of the property acquisition value, to be calculated and paid upon delivery of the property for the favor of the real estate broker. The real estate broker may be a related party. |
| Property manager fee | From 5% to 10% of the cash rental value collected, to be calculated and paid semi-annually or upon claim. |
| Property development and improvement expenses | According to the prevailing market prices. |
| Finance expenses | According to the prevailing market prices. |
| Capital structure fee | The fund pays fees to the Fund Manager or any other party for capital structure, at a maximum of 1% of the total of any subscription amounts collected during future offering periods or upon collecting any other subscription amounts, whether in cash (by issuing priority rights) or in kind. The capital structure fee shall be paid for one time immediately after the closure of any fund raising. |
| Finance structure fee | The fund pays fees to the Fund Manager or any other party for finance structure, at a maximum of 1% of the total amount withdrawn subject to any bank facilities. |
| Transaction fee | The fund pays to the Fund Manager a maximum of 1% of the sale or acquisition value of any real estate asset throughout the fund life. |

12.2 The Fund Manager confirms, to the best of its knowledge, that the fees mentioned in the above table represent all the fees imposed on the fund.

12.3 Annual costs are not expected to exceed 1.25% of the fund's assets value excluding finance and impairment of real estate assets, except for any non-recurring or unspecified fees, such as valuation fees.

12.4 The Fund shall be liable for any other expenses and fees due to third parties dealing with the Fund, including but not limited to insurance, real estate broker, real estate developer, legal, municipal, government, engineering consultant, surveyor, architect and interior designer fees. These fees shall not be paid to the Fund Manager and cannot be pre-estimated and will be deducted based on actual cost after obtaining the approval of the Fund Board

of Directors. Details of such expenses can also be found in financial disclosure summary included in these Terms and Conditions.

12.5 The Fund shall be liable for all fees that may be imposed by the official authorities in the Kingdom as a result of the Fund's performance of its obligations under these Terms and Conditions. In addition, the Fund shall bear all marketing costs for its products in accordance with the best marketing offers approved by the Fund Board of Directors. Details of those expenses can also be found in the financial disclosure summary included in these Terms and Conditions. The Fund does not intend to provide any discount for or waive the expenses.

12.6 All fees and charges mentioned herein and / or any related documents do not include VAT unless otherwise specified. If VAT is imposed on any service provided to the Fund, the Fund will pay the Service Provider (in addition to any other charges or expenses) a sum equal to the value of the VAT on the VAT invoice of the Service concerned. If VAT is imposed on any service provided by the Fund, the Customer will pay Fund (in addition to any other charges or expenses) a sum equal to the value of such VAT.

13. Dividend Policy:

The Fund Manager aims to distribute periodic cash dividends to investors of no less than 90% of the fund's net profits at least one time a year, not including capital profits resulting from the sale of main real estate assets and other investments, which may be reinvested for acquiring additional assets.

The Fund Manager will pay periodic dividends within 90 days from the beginning of each year. Profits and date of distribution are expected to be declared within (40) days from the relevant valuation date, which is December 31 of each year.

The Fund Manager may distribute additional profits as a result of surplus cash that the Fund Manager does not intend to use, and if so, the date of such distributions shall be declared by the Fund Manager during the year.

14. Valuation of Fund Assets

14.1 Valuation Method: The Fund's assets will be valued twice annually by two independent licensed valuers approved by the Saudi Authority for Accredited Valuers (Taqeem) in order to determine a benchmark value for the Fund's assets. The average of the two valuations will be used to determine a benchmark value for the fund's net assets.

The net value of the unit shall be calculated by subtracting the Fund's total liabilities from its total assets, then dividing the result by the number of the fund's units, and this shall be considered as a benchmark value of the Fund's unit

14.2 Date of Evaluation: The Fund Manager will, on a semi-annual basis during the months of June and December of the calendar year, evaluate the Fund's assets by two (2) valuers enjoying experience, independence, integrity and knowledge of the assets to be valued, the fundamentals of valuation and the real estate sector, as well as the areas and locations of the Fund's properties.

14.3 The average value of the two valuations, referred to above, will be used to determine the net asset value of the Fund as of June 30 and December 31 of each year.

14.4 Date of Announcing the Fund's Valuation: The Fund Manager will announce the fund's net unit value within 30 days following the valuation date of June 30 and December 31 of each year. The unit price will be announced on the Fund Manager's website and the Saudi Stock Exchange (Tadawul).

14.5 The Fund Manager may postpone the valuation of the fund's assets after obtaining the approval of CMA.

14.6 The price of assets reached by the valuation does not necessarily reflect the asset value in the event of liquidation. Valuation process is made under certain criteria and meant to introduce benchmark or indicative value for the assets. Accordingly, Real estate assets may be sold at a higher or lower price than the valuation price according to the market conditions at the time such assets are offered for sale.

14.7 The fund's unit trading price in Tadawul depends on supply and demand, and so it is not necessarily equivalent to the fund's unit net value.

14.8 The Fund Manager has appointed Barcode Company (a valuer accredited by the Saudi Authority for Accredited Valuers) and Valie Real Estate Valuation Company (a valuer accredited by the Saudi Authority for Accredited Valuers) as valuers for the fund's assets. The Fund Manager may seek assistance from any other valuer accredited by the Saudi Authority for Accredited Valuers or as stipulated in the relevant regulations.

15. Fund Assets Valuation Information

| Property 1: Alysamin Residential Building | | | | |
|--|------------------|----------------|------------------------------|----------|
| Valuer | Property Value | Valuation Date | Valuation Period | Validity |
| Estnad | SR 15,300,000 | 31/12/2019 | 3 months from valuation date | |
| Valie | SR 15,113,448 | 31/12/2019 | 3 months from valuation date | |
| Valuation Average | SR 15,206,724 | | | |
| Acquisition Value | SR 18,677,220 | | | |
| Property 2: Teqnia Complex (Riyadh) | | | | |
| Valuer | Property Value | Valuation Date | Valuation Period | Validity |
| Estnad | SR 115,500,000 | 31/12/2019 | 3 months from valuation date | |
| Valie | SR 118,858,442 | 31/12/2019 | 3 months from valuation date | |
| Valuation Average | SR 117,179,221 | | | |
| Acquisition Value | SR 121,500,000 | | | |
| Property 3: Dinar Commercial Building (Jeddah) | | | | |
| Valuer | Property Value | Valuation Date | Valuation Period | Validity |
| Estnad | SR 124,000,000 0 | 31/12/2019 | 3 months from valuation date | |
| Valie | SR125,000,000 | 31/12/2019 | 3 months from valuation date | |
| Valuation Average | SR 124,500,000 | | | |
| Acquisition Value | SR 124,470,490 | | | |
| Property 4: West Avenue Project (Dammam) | | | | |
| Valuer | Property Value | Valuation Date | Valuation Period | Validity |
| Estnad | SR 31,000,000 | 31/12/2019 | 3 months from valuation date | |
| Valie | SR 309,375,000 | 31/12/2019 | 3 months from valuation date | |
| Valuation Average | SR 309,687,500 | | | |
| Acquisition Value | SR 309,000,000 | | | |
| Property 5: Elite Mall "The Elite" (Riyadh) | | | | |
| Valuer | Property Value | Valuation Date | Valuation Period | Validity |
| Estnad | SR 188,000,000 | 22/01/2020 | 3 months from valuation date | |
| Valie | SR 206,450,000 | 31/12/2019 | 3 months from valuation date | |
| Valuation Average | SR 197,225,000 | | | |

| | | | | |
|--|-----------------------|-----------------------|------------------------------|-----------------|
| Acquisition Value | SR 201,500,000 | | | |
| Property 6: Vivienda Villas Complex | | | | |
| Valuer | Property Value | Valuation Date | Valuation Period | Validity |
| Estnad | SR 128,500,000 | 31/12/2019 | 3 months from valuation date | |
| Valie | SR 128,823,529 | 31/12/2019 | 3 months from valuation date | |
| Valuation Average | SR 128,661,765 | | | |
| Acquisition Value | SR 125,000,000 | | | |
| Property 7: Burger King Restaurant, Khamis Mushait | | | | |
| Valuer | Property Value | Valuation Date | Valuation Period | Validity |
| Estnad | SR 13,550,000 | 31/12/2019 | 3 months from valuation date | |
| Valie | SR 14,042,105 | 31/12/2019 | 3 months from valuation date | |
| Valuation Average | SR 13,796,053 | | | |
| Acquisition Value | SR 13,058,889 | | | |
| Property 8: Burger King Restaurant, Alsheraa | | | | |
| Valuer | Property Value | Valuation Date | Valuation Period | Validity |
| Estnad | SR 14,700,000 | 31/12/2019 | 3 months from valuation date | |
| Valie | SR 15,226,453 | 31/12/2019 | 3 months from valuation date | |
| Valuation Average | SR 14,983,227 | | | |
| Acquisition Value | SR 15,562,500 | | | |
| Property 9: Burger King Restaurant, Obhur | | | | |
| Valuer | Property Value | Valuation Date | Valuation Period | Validity |
| Estnad | SR 7,650,000 | 31/12/2019 | 3 months from valuation date | |
| Valie | SR 7,442,105 | 31/12/2019 | 3 months from valuation date | |
| Valuation Average | SR 7,546,053 | | | |
| Acquisition Value | SR 7,338,235 | | | |
| Property 10: First Room Hotel | | | | |
| Valuer | Property Value | Valuation Date | Valuation Period | Validity |
| Estnad | SR 59,000,000 | 31/12/2019 | 3 months from valuation date | |
| Valie | SR 58,823,529 | 31/12/2019 | 3 months from valuation date | |
| Valuation Average | SR 58,911,765 | | | |
| Acquisition Value | SR 50,000,000 | | | |

16. Trading of Fund Units

16.1 Upon listing, the Units may be traded in the same way as trading listed companies shares on Tadawul. Therefore, Unitholders and investors may trade during the normal trading hours announced by Tadawul and through licensed brokers.

16.2 Acquiring Units from Tadawul shall be considered an acknowledgment from a buyer that it has read and accepted these Terms and Conditions.

- 16.3 Trading in Units shall result in trading fees or commissions being incurred which shall be settled as per the prevailing market prices. The investor will be responsible for the trading fees or commissions.
- 16.4 The Fund Manager may submit a request to CMA to suspend trading of Fund Units temporarily or cancel its listing, provided that the request shall state the reason for suspension or cancellation.
- 16.5 Subject to Real Estate Investment Traded Funds Instructions, CMA may suspend the trading of the Fund units or cancel listing thereof at any time as it deems fit.
- 16.6 The Fund Manager shall declare that the fund will not be listed on Tadawul until the ownership of the assets is transferred to the fund.

17. Fund Termination

The Fund shall be terminated in any of the following cases (each thereof is deemed "termination event")

- 17.1 Upon expiry of the Fund term; or
- 17.2 If all Fund assets are disposed and all proceeds of such dispositions have been distributed to the investors; or
- 17.3 If there is a change to the laws, regulations or other legal conditions or there are material changes to the market conditions in the Kingdom of Saudi Arabia and the Fund Manager considered that a justified reason to terminate the Fund; or
- 17.4 If there are material changes to the real estate market conditions in the Kingdom of Saudi Arabia, and the Fund Manager decides that such changes negatively affect the viability of the continuity of the fund; or
- 17.5 If the fund termination is required under the CMA decision or under its regulations.
- 17.6 If any of the above termination events occur, the Fund Manager shall take the following liquidation procedures to terminate the fund:
- 17.6.1 The unitholders and CMA will be notified within 30 days of the date of the termination.
 - 17.6.2 A timetable will be published on the Fund Manager's website outlining the procedures and commencement of liquidation.
 - 17.6.3 A request shall be sent to Saudi Stock Exchange (Tadawul) to write-off the Units and a request shall be sent to Capital Market Authority (CMA) to cancel the Fund, and
 - 17.6.4 The liquidation of the fund's assets will commence within at least 60 days from the date of notification to the unitholders.
 - 17.6.5 The fund will be terminated and the proceeds of liquidation will be distributed to the unitholders after the liabilities are paid, on a pro-rata basis, within 6 months from the date of notification of the unitholders.
 - 17.6.6 The Fund Manager shall appoint a liquidator and determine its fees, which shall cause the Fund to be wound down with assets of the Fund distributed to the Unitholders. To avoid doubt, the Fund Manager may act as the liquidator and the fund's assets may be distributed in kind to the unitholders as shares in the special purpose vehicle (SPV) that owns the fund's assets by transferring such assets to a closed joint-stock company after obtaining the approval CMA in case the disposal of the fund assets was impossible or the Fund Manager considered so to be in the best interests of the Unitholders.
- 17.7 If the required capital is not collected during the offering period, the Fund Manager will refund the subscription amounts to the subscribers without any deduction within 15 days from the closure date of the offering period.
- 17.8 If the targeted real estate assets are not acquired within 60 days, the Fund Manager will terminate the fund and distribute the fund net assets to the unitholders on a pro-rata basis after paying any outstanding expenses to other parties without deducting any expenses for the Fund Manager.

17.9 If, after the minimum capital is collected and the fund's assets are acquired, listing on Tadawul is not finalized within 60 days of the transfer of ownership of real estate assets to the fund, the Fund Manager will call for a meeting of the unitholders to discuss and approve the continuation of the fund or liquidation of its assets according to liquidation procedures referred to above in 16.2 is after obtaining the approval of CMA.

18. Fund Board of Directors

18.1 Composition of the Fund Board: The Fund Board of Directors shall consist of five members, including three independent members appointed by the Fund Manager. The period of membership of the Board of Directors starts from the date of CMA approval to launch the fund until liquidation. The Fund Manager may change the members of the board of directors during the term of the fund, after obtaining the approval of CMA, and unitholders shall be notified of any changes to the Fund Board of Directors.

18.2 The Fund Board comprises the following members:

| NO. | Name | Position | Qualifications/Expertise |
|-----|---|---------------------------|--|
| 1 | MR. Sultan M. Alhudaithi | Chairman | <p>BSC in Accounting with an honor degree from King Saud University, MBA from London Business School, Managing Director of the Fund Manager, has held several managerial positions in public and private companies in K.S.A.</p> <p>Extensive experience in Corporate restructuring and Strategic planning, Private Equities, and Real Estate investment.</p> <p>Board Member at many public and private companies and committees such as Saudi Chemical Company, Nahaz Investment Company, Zawaya Real Estate Company, Madaen star Group, Middle East Batteries Company (MEBCO), Saudi Automotive Services Company (SASCO) and United Wires Company (ASLAK)</p> |
| 2 | Eng. Faisal bin Ali Al-Sayegh | Independent member | <p>An engineer with more than 21 years of experience in many fields, especially real estate investment in the Kingdom of Saudi Arabia and the Gulf region. He held many positions and is currently the CEO of Anan Iskan Development Ltd., the first specialized company in worker housing and accommodation.</p> <p>A member of the advisory committees at the Ministry of Municipal Affairs, where he succeeded to establish the world-class worker accommodation industry in the Kingdom of Saudi Arabia and manages assets of SR 400 million.</p> <p>He has successfully established five companies in less than six years.</p> <p>An expert in financial management and operation in real estate development.</p> <p>He held the Head of Business Development Department at Tamilik Real Estate Company, General Manager of SNASCO Real Estate, and many positions in other companies</p> |
| 3 | Mr. Abdulrahman bin Sulaiman Al-Amir | Independent member | <p>An expert in finance and real estate investment. He graduated from the School of Business and Management at the American University of Sharjah.</p> <p>BSC in Real Estate from Kogod School of Business, the American University of Washington.</p> <p>He is currently the General Manager of Solidere Saudi Arabia in real estate investments.</p> <p>He has held many other positions, including Executive Vice President of Dar Almashruat Co, and Associate Director of Emirates NBD Bank.</p> |

| | | | |
|---|--|------------------------|--|
| 4 | 5-Mr. Mohammad bin Salah bin Ahmed Al-Ayoub | Non-independent | <p>He get B.Sc in Political Science from Kuwait University (2003),and has more than 20 year's experience in financial and commercial sectors</p> <p>He is currently the CEO of Gulf Investment House Co, and he worked as CEO of Ekktitab Holding Co from 2015 up to 2020</p> <p>Also, he is currently Board member in Gulf Real Estate Co, Afkar Holding Co, Inoest – Bahrain, Light Food Co.</p> |
|---|--|------------------------|--|

18.3 Allowances and Remunerations of the Board Members

With exception of each of the independent members of the Fund Board who is entitled to SR 5,000 for each meeting and a maximum of SR 30,000 per annum, the other members of the Fund Board will not receive any remuneration. However, the Fund shall bear all actual travel and accommodation costs reasonably incurred by each Member to attend such meetings, which are expected not to exceed a total of SR 3,000 per annum for each Board member.

18.3.1 Responsibilities and Powers of the Board Members

The responsibilities of the Board members of the Fund shall include, but not limited to the following:

1. Ensure that the Fund Manager carries out its responsibilities to the best interest of the unitholders in accordance with these Terms and conditions, the resolutions of the Fund Sharia Committee, and Traded Real Estate Investment Funds Regulations;
2. Approve all contracts, resolutions and material reports to which the Fund is a party;
3. Approve these terms and conditions and any amendments thereto;
4. Decide on any conflict of interest disclosed by the Fund Manager;
5. Approve the appointment of the Fund's auditor nominated by the Fund Manager;
6. Convene meetings, at least (twice) annually, with the Compliance Officer and the Money Laundering and Terrorist Financing Reporting Officer of the Fund Manager to ensure that the Fund Manager complies with all applicable laws and regulations;
7. Ensure the Fund Manager's obligation to disclose material information to unitholders and other stakeholders;
8. Act honestly and perform their duties and responsibilities faithfully towards the Fund and the unitholders, including showing loyalty, reasonable care and attention towards the Fund's unitholders.

18.4 Qualifications of the Board Members

The Fund Manager acknowledges that all members of the Fund's Board of Directors:

- a. Not subject to any bankruptcy or liquidation proceedings.
- b. Have never committed any fraudulent, dishonorable or involving fraud acts.
- c. Have the necessary skills and experience qualifying thereof as members of the Fund's Board of Directors.

The Fund Manager acknowledges that each independent member of the Board of Directors of the Fund complies the definition of “independent director” as mentioned in the Glossary of Defined Terms used in the Regulations and Rules of the Capital Market Authority (CMA).

18.4.1 Other funds managed by the Fund board members:

The following table show the Fund board members who are board members in other funds:

| No. | Name | Fund | Fund Manager | Position |
|-----|--------------------------|---|-----------------------|-----------------|
| 1. | MR. Sultan M. Alhudaithi | Mulkia Private Equities Fund – Education / Mulkia Private Equities Fund – | Mulkia Investment Co. | Chairman |

| | | | | |
|--|--|------------------------------------|--|--|
| | | Beverages (Mineral Water & Juices) | | |
|--|--|------------------------------------|--|--|

19. Units Trading Restrictions

There are no restrictions on units trading imposed on the members of the Fund's Board of Directors, the Fund Manager, or any party related to the Fund Manager.

20. The Fund Manager

20.1 The Fund Manager is Mulkia Investment Company. The address of the head office of Mulkia Investment Company is: Kingdom of Saudi Arabia, Riyadh. Prince Abdulaziz Ibn Musa'ed Ibn Jalawi Street, As Sulaymaniyah District. The Elite Mall, 1st floor. P.O Box 52775 Zip Code 12234. Tel: 800119992 Fax: +966 (11) 2799293, Website: www.mulkia.com.sa, Email: info@mulkia.com.sa

20.2 Mulkia Investment Company is a licensed company operating under the supervision of the Capital Market Authority ("the Authority/CMA") in the Kingdom of Saudi Arabia in accordance with the Capital Market Law issued by Royal Decree No. M / 30 dated 6/2/1424H, corresponding to July 31, 2003, under License No. 37-13170 dated 2/1/1435H, corresponding to 5/11/2013.

20.3 Mulkia Investment Company provides and practices dealing as a principal, underwriting, managing investment funds, managing clients' portfolios, arranging, advising and custody in securities business.

20.4 As of the date on which these Terms and Conditions are prepared, the Fund Manager is not aware of any potential conflict between the interests of the fund and the interests of the fund's board members and the Fund Manager. The Fund Manager will disclose any business or other material interest of the Fund Manager or the board members that may conflict with the fund's interests. The Fund Manager will also disclose any material conflict on its part that may affect the performance of its obligations towards the fund, subject to Paragraph 24 of these Terms and Conditions.

20.5 As of the date on which these Terms and Conditions are prepared, the Fund Manager is not aware of any material conflict of interest that would affect the Fund Manager in the performance its duties.

20.6 The Fund Manager will perform all the tasks related to the fund without assigning the same to any other party, which tasks are related to supervisory, administrative, accounting and clerical matters for the purpose of managing the fund in an efficient manner, including bookkeeping, recording subscription applications, matching account information and balances, processing and following up subscribers' inquiries and submitting account statements.

21. Custodian

21.1 The Fund Custodian is Albilad Capital Company, a licensed company operating under the supervision of the Capital Market Authority ("the Authority / CMA") in the Kingdom of Saudi Arabia in accordance with the Capital Market Law issued by Royal Decree No. M / 30 dated 6/2/1424H corresponding to July 31, 2003 under License No. 08100-37 dated 2/1/1435H corresponding to 5/11/2013 to practice dealing as a principal, underwriting, managing investment funds, managing clients' portfolios, arranging, advising and custody in securities business.

21.2 The head office of Albilad Capital is: Kingdom of Saudi Arabia, Riyadh, King Fahd Road intersection with Prince Muhammad bin Abdulaziz Road (Tahlia Street), Smart Tower, 1st floor, P.O Box 140, Postal Code 11411, Tel: +966 (11) 203 9888, Fax: +966 (11) 203 9899, website: www.albilad-capital.com, email: clientservices@albilad-capital.com

21.3 The Fund Manager may, after obtaining the approval of CMA, appoint one or more independent custodians according to an agreement to provide independent custody services, provided that the custodian shall be a person licensed by CMA.

21.4 The custodian's responsibilities shall include, but not limited to, the following:

1. Keeping the Fund documents (title deeds, investment decisions, material contracts, minutes of the Fund Board meetings, valuation reports, Terms and Conditions).
2. Establishing a special purpose company (SPV) with a limited liability, in a name proposed by the Fund Manager and approved by CMA and the Ministry of Commerce and Industry, with the aim of legally registering the ownership of the fund's assets in the name of such SPV.
3. Appointing a custodian's representative (the general manager) upon signing the custody services agreement to act in its capacity as general manager of the SPV, on behalf of the Custodian.
4. Acquiring assets through the SPV and keeping, in a safe place, title deeds and other supporting documents related to the Fund assets.
5. Maintaining detailed and accurate records of any change in the ownership of the assets.
6. Undertaking to separate the assets of the Fund from any other assets belonging to the Custodian under the requirements of the Authorized Persons Regulations (APRs), and to take the necessary measures to achieve this purpose
7. Providing the Fund Manager with a copy of any documents related to the Fund's assets upon receiving the same from a third party, without any obligation to check out the adequacy, accuracy or completeness of such documents.
8. Disposing of the special purpose company's assets and/or shares as may be instructed in writing by the Fund Manager with strict adherence to such instructions, and abstaining from taking any action regarding the Fund assets without a written approval from the Fund Manager.
9. Delivering to the Fund Manager or any person appointed by the Fund Manager, upon request, any of the following: a copy of asset title deed; a copy of SPV's Articles of Association and Commercial Register and any decisions issued regarding SPV from time to time; and copies of any documents received by the Custodian under the asset ownership registration in the name of the SPV.

22. Property Manager

22.1 The Fund Manager has appointed Property & facility Management Co (Edarah) to manage and operate the Fund properties, noting that property management is not limited to this company. Accordingly, the Fund Manager may appoint a separate property manager for each property, provided that the scope of work and obligations of each party and the fees due are determined on the basis of a lump sum amount or a percentage of the properties revenues or both, noting that the Fund Manager may contract with any number of developers and operators as needed.

22.2 Since the date of the fund offering until 23/05/2022, no properties are managed by the property manager, as each property is leased out to one person, and accordingly the rental value is net of operational expenses.

22.3 Property managers have been appointed in order to manage West Avenue Mall on 30/10/2022 and Al Jadah commercial and hotel property on 23/05/2022. No managers have been appointed for the rest of the properties since they are leased to main tenants, and there is no need to appoint such managers. The vacant properties shall be leased by the main property manager, the fund manager and any brokers or property managers appointed by the fund manager for such purpose.

22.4 The responsibilities of the Property Manager include, but not limited to, the following:

Looking for real estate opportunities for the benefit of the fund.

Managing and operating properties, including periodic maintenance works.

Marketing and leasing out properties and following up rental collection.

23. Auditor

The Fund Auditor is **Ibrahim Ahmed Al Bassam & Partners Legal Accountants Bassam & Partners**

Address: Kingdom of Saudi Arabia, Riyadh

P.O Box 28355, Riyadh 11437

Tel: +966 11 239 5353

Fax: +966 11 206 5444

Website: <http://www.pkfalbassam.com/>

Email: info.sa@pkf.com

24. Financial Statements

24.1 Financial statements of the Fund will be prepared by the Fund Manager and audited by the Fund Auditor in accordance with the applicable standards set by the Saudi Organization of Certified Public Accountants (SOCPA).

24.2 Financial statements of the Fund will be prepared by the Fund Manager on both a semi-annual basis (unaudited) and an annual basis in accordance with the applicable standards set by the Saudi Organization of Certified Public Accountants (SOCPA). The annual financial statements shall be audited (audited financial statements) by an auditor in accordance with the Fund accounts. Financial statements of the Fund will be reviewed by the Fund Board and made available to CMA as soon as they are approved and made available to Unitholders without fees within 30 days from the end of the period covered by unaudited financial statements and 3 months from the end of the period covered by audited financial statements, by publishing the same on the Fund Manager's and Tadawul's website.

The Auditor shall provide an assurance about whether in the Auditor's opinion:

Auditor Responsibilities

- a. The financial statements have been prepared and reviewed in accordance with the accounting standards issued by the Saudi Organization for Certified Public Accountants (SOCPA), the provisions and regulations of investment funds, and the Fund's Terms and Conditions;
- b. The financial statements provide a true and fair view of the Fund net income, net profits and losses for the period covered by the financial statements; and
- c. the financial statements present a true and fair view of the financial position of the Fund at the end of the period.

25. Conflict of Interests

25.1 The Fund Manager does not have, at present, any conflict of interest that may affect the performance of its duties towards the Fund, except for what is disclosed in this Paragraph:

1. Teqnia Complex is owned by Abdul Latif Al-Essa Holding Group, and Aqar and Mimar International Real Estate Company, a subsidiary of Abdul Latif Al-Issa Holding Group, has the right to dispose of it. Mr. Ziyad Al-Issa is a 5% shareholder of Mulkia Investment Company and owns a direct 10% interest in Abdul Latif Al-Issa Holding Group, and owns an indirect 10% interest in Aqar and Mimar Company. He is also a board member in Abdul Latif Al-Essa Motors Company, which is a major tenant in this complex. Abdul Latif Al-Essa Motors is a subsidiary of Abdul Latif Al-Essa Holding Group. For more details, see Annex 4 at the end of these Terms and Conditions;

2. West Avenue Project is owned by Gulf Real Estate Company, which is owned by Gulf Investment House Company, Saad Trading and Contracting Company, Abdul Latif Al-Essa Group Ltd., Al-Saedan Real Estate Company, First Investment Company and a number of investors. The share of any one investor does not exceed 5% of the capital. The company will lease the whole property, and Mr. Ziyad bin Abdul Latif Al-Issa

owns an indirect interest, through Abdul Latif Al-Issa Holding Company, and a direct 1.2% interest in the company. For more details about the shareholders of the company, see Annex 5 at the end of these Terms and Conditions, He is one of the shareholders of Mulkia Investment Company, the Fund Manager, as he owns 5% of the Fund Manager's capital;

as well as in Paragraphs "Fund Assets" and "Fund Manager".

In all cases, the Fund Manager will disclose to the Fund Board of any conflict of interest that may arise in the future in order for the Fund Board to take a decision thereon and will disclose the same in the Fund's annual report. The Fund Manager will also disclose to the Fund Board of any transactions that may result in a conflict of interest and will publish the same on the Fund Manager's and Tadawul's website. The Fund Manager will take any measures as may be required to achieve the interest of the Unitholders in the first place, giving priority to the interest of the Fund's subscribers over the interests of the Fund Manager and related parties and taking into account the interests of all investors. However, due to the nature of the Fund's business, which requires paying brokerage fees to the real estate broker who provides opportunities appropriate to the Fund's goals and strategy, the real estate broker may be a related party.

25.2 The Fund Manager intends to invest in the Fund with cash units at a value of SR 15,000,000 upon the initial offering. It may also invest in other offering periods, provided the same is disclosed in the Fund annual report.

25.3 All employees and affiliates of the Fund Manager may invest in the fund.

25.4 Unitholders may, upon request and without fees, review the procedures adopted by the Fund Manager to address conflict of interests.

26. Reporting to Unitholders

The Fund Manager, through electronic means, shall submit reports to the Capital Market Authority (CMA) and Unitholders and shall disclose the following information immediately and without delay:

26.1 Any significant developments that fall within the scope of its activity, the knowledge of which is not available to the general public, and may affect the Fund assets, obligations, financial position, general course of business, or any change affecting the Fund position and give rise to a voluntary withdrawal of the Fund Manager from the position of Fund Manager would reasonably result in a change in the price of the listed unit or would have a significant impact on the ability of the Fund to meet its debt instrument obligations;

26.2. any transaction to purchase, sell, lease or mortgage a Fund asset at a price equal to or greater than 10% of the Fund's total assets value in accordance with the latest unaudited semi-annual financial statements or audited annual financial statements, whichever is more recent;

26.3 any losses equal to or greater than 10% of the Fund's Net Asset Value according to the latest unaudited semi-annual financial statements or audited annual financial statements, whichever is more recent;

26.4 any changes in the composition of the Fund Board or committees (if any);

26.5 any dispute, including any litigation, arbitration or mediation where the value involved is equal to or greater than 5% of the Fund's Net Asset Value according to the latest unaudited semi-annual financial statements or audited annual financial statements, whichever is more recent;

26.6 any increase or decrease in the Fund's Net Asset Value that is equal to or greater than 10% according to the latest unaudited semi-annual financial statements or audited annual financial statements, whichever is more recent;

26.7 the increase or decrease in the gross profit of the Fund, that is equal to or greater than 10% according to the latest audited financial statements;

26.8 any transaction between the Fund and a Related Party or any arrangement through which the Fund and a Related Party invest in any project or asset or provide financing thereto in an amount equal to or greater than 1% of the Fund's gross revenue according to the latest audited annual financial statements;

- 26.9 any interruption in the Fund's core activities equal to or greater than 5% of the gross revenues according to the latest audited annual financial statements;
- 26.10 any change in the Fund's Auditor;
- 26.11 any appointment of a replacement custodian for the Fund;
- 26.12 the issuance of any judgment, decision, order or declaration by a court or judicial entity, whether at first instance or at appeal, which may adversely affect the Fund's utilization of any portion of its assets that represents in aggregate a value exceeding 5% of the Net Assets Value according to the latest unaudited semi-annual financial statements or audited annual financial statements, whichever is more recent;
- 26.13 any suggested change to the Fund's capital;
- 26.14 Semi-annual reports;
- 26.15 any amendments to these Terms and Conditions;
- 26.16 any principal or material changes that affect the operations of the Fund;
- 26.17 the amounts distributed to Unitholders.

The Fund Manager shall prepare annual reports and submit the same to the Unitholders including the following information:

- A. assets in which the Fund invests;
- B. assets which the Fund targets to invest therein;
- C. outlining of the leased and non-leased properties in relation to the total assets owned by the Fund;
- D. a comparative illustration covering the Fund performance over the previous three financial years (or since the inception of the Fund) explains the following:
 1. Net asset value of the Fund at the end of each financial year;
 2. Net asset value per unit at the end of each financial year;
 3. The highest and lowest net asset value per unit at the end of each financial year;
 4. Number of units issued at the end of each financial year;
 5. Income distribution per unit;
 6. Rate of expenses afforded by the Fund.
- E. Performance record shows:
 1. Total revenues for one, three and five years (or since the inception of the Fund);
 2. Total annual revenues for each of the last 10 years (or since the inception of the Fund);
 3. a schedule listing the services costs, commissions and fees paid by the Fund to third parties during the year. Full disclosure shall be also included for the ration of total expenses and the conditions (if any) in which the Fund Manager waives or reduces the payment of any fees
- F. In the event of significant changes during the relevant period and affected the performance of the Fund;
- G. the Fund Board's annual report including, but not be limited to, the topics discussed and the decisions taken therefor, including the issues related to the performance of the Fund and its achievement of its objectives;
- H. a statement on the special commissions obtained by the Fund Manager during the relevant period, stating clearly the purpose of such commissions and how they are utilized; and
- I. information about zakat and/or tax (if any):
 1. in accordance with collecting zakat from investors in investments funds, the fund shall not pay zakat on behalf of the zakat payers of investors who own investment units in the fund. The fund manager shall only have the responsibility of submitting zakat disclosures of investors zakat payers and provide them with annual reports to use them in paying zakat of their investment in the fund, if applicable.
 2. The fund manager undertakes to register the fund in ZATCA during the statutory period, as well as submit the declaration of information and data required by the ZATCA to examine and review declarations during the statutory period and to provide zakat payers of units' owners with dispatchable and necessary information in order to examine the zakat base. The fund manager shall notify ZATCA of the expiration of the fund during the statutory period. Regulations and rules associated with investment funds issued by ZATCA can be found on the website <http://www.zatca.gov.sa>.

Each unitholder shall provide the Fund Manager with correct mailing address and update the same constantly. In the event that the unitholder does not provide the Fund Manager with a correct mailing address, then the unitholder is deemed to have agreed to indemnify and hold the Fund Manager harmless in respect of, and to waive, all of his rights or claims against the Fund Manager arising directly or indirectly from the non-provision of statements, notices or other information relating to the investment, or from the unitholder's inability to verify the accuracy of, or seek rectification of any errors in such statements, notices, or other information.

27. Amendments to the Terms and Conditions

27.1 The Fund Manager may, at its discretion, amend these Terms and Conditions after obtaining the approval of the Fund Board, CMA and Sharia Board, provided that the Fund Manager shall notify the Unitholders and the Custodian of any material amendments within 10 business day from the date of making any changes thereto.

27.2 In the event of fundamental changes, the approval of the Unitholders shall be obtained, provided that the approval of more than 50% of the Unitholder shall be obtained for any proposed fundamental change, including but not limited to:

- a material changes in the Fund's objectives or nature;
- a change which may have a material negative effect on the unitholders or their rights in relation to the fund;
- a change that has an impact on the Fund's risk profile; or
- Increasing the fund's total assets value by accepting cash and/or in-kind contributions in accordance with the provisions of paragraph (1) of part (3) of Real Estate Investment Traded Funds Instructions.

The Fund Manager shall disclose on its website and Tadawul's website any details regarding any fundamental changes to the Terms and Conditions of the Fund 10 business day before the entry into force of the change.

28. Mechanism of Increasing the Fund Total Assets by Offering Additional Units

Subject to Paragraph (1) of Part (3) (General Provisions) of Real Estate Investment Traded Funds Instructions, the Fund's total assets value may increase by accepting in-kind and/or in cash contributions, through the following mechanism:

1. The Fund Manager shall obtain the approval of the Authority (CMA) to offer additional units of the Fund by accepting contributions in cash and/or in-kind,
2. After obtaining the Authority's approval referred to in sub-paragraph (1) above, the Fund Manager shall obtain the approval of the unitholders, by an ordinary fund resolution, to offer additional units of the Fund by accepting in cash and/or cash in-kind contributions.
3. If the Fund's total assets value increase by accepting cash contributions, or cash and in-kind contributions, the offer period for offering the new units shall be a minimum of (5) days within a period of (6) months as maximum from the date of the CMA approval.
4. Where the minimum initial offer amount required is raised, the offered units shall be first allocated to the unitholders registered on the day of the unitholders' meeting, then allocate the remaining units (if any) to the remaining subscribers, and the excess money (if any) shall be refunded to the subscribers in cash, within a period not exceeding (15) days after the offer period has elapsed, which is set out in the terms and conditions of the Fund. The ownership of the property that is to be acquired or its benefit must be transferred in favor of the fund, and the

new units shall be listed in the Exchange (Tadawul) within a period not exceeding (60) days from the end of the elapsed offer period. It is not permissible to dispose of units that have been allocated to subscribers owing 5% or more of the Fund through in-kind contributions in accordance with this Paragraph within the first year of their trading commencement.

5. Where the fund's total assets value increase is made through accepting in-kind contributions, the additional units are immediately allocated in-kind (8,108,652) units to the owner of Elite Mall “The Elite” which represent an amount of (80,600,000) Saudi riyals that equal a percentage of 40% of the property acquisition value represents (201,500,000) Saudi riyals i after obtaining the unitholders’ approval referenced in sub-paragraph (2) above, provided that the ownership of the property to be acquired or its benefit, is transferred in favor of the fund, and the new units are listed in the Exchange (Tadawul) within a period not exceeding (60) days from the date of the unitholder’s approval. It is not permissible to dispose of units that have been allocated to subscribers by in-kind contributions of (5%) or more by the mechanism of increasing the fund's total assets value in accordance with this Paragraph within the first year of their trading commencement.
6. With regards to the provisions of sub-paragraph (3) from paragraph (L) of this Paragraph, and where the minimum initial offer amount required to be raised was not obtained, and which is set out in the terms and conditions of the fund, the Fund Manager must cancel the offer and refund the subscribers' money with no deduction within (5) days of the offer period elapsing.

29. Policy of Unitholders Meetings

29.1 The Fund Manager may call for a meeting of unitholders on its own initiative.

29.2 The Fund Manager must call for a meeting of unitholders within (10) days of receiving a written request from the Custodian.

29.3 The Fund Manager shall call for a meeting of unitholders by announcing it on its website and the Exchange’s (Tadawul) website, and by sending a notice in writing to all unitholders and the Custodian giving not less than (10) days’ notice of the meeting and no more than (21) days' notice before the meeting. The announcement and notice must specify the date, place and time of the meeting and the resolutions proposed. The Fund Manager must provide a copy of such notice to the Authority (CMA) immediately without any delay.

29.4 The Fund Manager must call for a meeting of unitholders within (10) days of receiving a written request from a unitholder or unitholders, holding individually or collectively at least 25% of the value of the Fund units.

29.5 The quorum required to conduct a meeting of the unitholders shall be such number of unitholders holding together at least 25% of value of the Fund units.

29.6 If the quorum requirements set out in paragraph (28.5) of this Part are not met, the Fund Manager shall call for a second meeting by announcing it on its website and on the Exchange’s (Tadawul) website and shall send a notice in writing to all unitholders the Custodian giving not less than (5) days' notice of the second meeting. At the second meeting, any number of unitholder(s) holding any number of units present in person or represented by a proxy is a quorum.

a) Every unitholder shall be entitled to appoint a proxy to represent such unitholder at the meeting of unitholders.

b). Every unitholder shall be entitled to exercise one vote at the meeting of the unitholders for each unit which the unitholder holds as at the time of the meeting.

c) The unitholders meetings and its deliberations and voting on decisions may be conducted through modern technology in accordance with requirements set by the Capital Market Authority (CMA).

29.7. The decision shall be effective upon the approval of unitholders holding more than 50% of the total units present in the meeting either by unitholders attending in person, appointed proxy or through contemporary technology.

30. Rights of Unitholders

The unitholders have the right to exercise all their rights under these Terms and Conditions, including:

30.1 Attend meetings of unitholders and vote on decisions issued in the meeting. Every unitholder shall be entitled to exercise one vote at the meeting of the unitholders for each unit which the unitholder holds as at the time of the meeting

30.2 Vote on any fundamental change to the Fund, including the following:

- a) a material change in the Fund's objectives or nature;
- b) a change which may have a material negative effect on the unitholders or their rights in relation to the fund;
- c) a change that has an impact on the Fund's risk profile; or
- d) Increasing the fund's total assets.

30.3 subscribe in issuance of priority rights and acceptance of in-kind contributions for the purpose of increasing the Fund capital.

30.4 Accept the dividends in accordance with These terms and Conditions;

30.5 Accept periodic reports and updates in line with these Terms and Conditions.

30.6 Unitholders, holding individually or collectively at least 25% of the value of the Fund units, may call for a meeting of unitholders.

30.7 Every unitholder shall be entitled to appoint a proxy to represent such unitholder at the meeting of unitholders

30.8 Every unitholder shall be entitled to obtain complete, clear and not misleading information subject to Article 8 of Real Estate Investment Funds Regulations

Except as expressly provided in this Paragraph, unitholders are not entitled to administrative rights with respect to the Fund.

31. Governing Law

The real-estate investment traded fund and the Fund Manager are subject to the Capital Market Law and its Implementing Regulations as well as other relevant laws and regulations applicable in the Kingdom of Saudi Arabia. Any dispute arising from investing in the real-estate investment traded fund shall be under the jurisdiction of the Committee for Resolution of Securities Disputes.

32. Sharia Board

The Fund Manager has appointed the Sharia Review Bureau as the sharia advisor to the Fund, an institution providing Sharia auditing and auditing services, a member of the General Council of Islamic Banks and Financial Institutions and a member of the Accounting and Auditing Organization for Islamic Financial Institutions, and licensed by the Central Bank of Bahrain to provide Sharia advisory services. The Sharia advisor appoints a panel of two Sharia experts (sheikhs) who will review the standards of the Fund Sharia Board and the Fund documents to ensure compliance with the standards of the Sharia Board.

Shari Board Members:

| Name | Position | Qualification / Expertise |
|---|----------------------------|---|
| Sheikh Dr. Khalid bin Abdullah Al-Muzeini | Sharia Board Member | Dr. Khalid is an Assistant Professor at Islamic & Arabic Studies College of Applied Studies at King Fahd University of Petroleum & Minerals, since 1428H / 2008. His research interest is focused on Islamic jurisprudence and its fundamentals, the science of |

Sharia politics and the jurisprudence of contemporary financial transactions, and how these sciences can be applied in real life. He has made a number of researches in these areas, some of which has been published in famous journals and introduced in International scientific conferences. He has written many specialized articles published in various newspapers and websites. He has been hosted in a number of television interviews.

Sheikh Dr. Salah bin Fahad Al Shalhoob **Sharia Board Member**

A Sharia scholar who procured his PhD from Edinburgh University (UK) and Masters from Al Imam University (KSA). He is an Assistant Professor at Islamic & Arabic Studies College of Applied Studies at King Fahd University of Petroleum & Minerals & has written several research papers in relation to banking sectors, which have been published in many journals, most important of which Al Eqtisadiyah.

All members of the Sharia Board shall be entitled to SR 33,000 annually for their advisory services provided to the Fund.

Annex 1 of these Terms and Conditions outlines the Sharia standards used by the Sharia Review Bureau to ensure the Fund's compliance with the Sharia standards.

33. Power of Attorney

By signing these Terms and Conditions, the investor appoints the Fund Manager as an authorized representative on behalf of the investor with full authority to represent the investor and sign and execute on its behalf any documents that the Fund Manager deems necessary to acquire, transfer and sell the Fund's assets or to invest any cash in the Fund or to perform any of the Fund Manager's obligations related to the Fund. Any document that must be signed under this power of attorney may be signed by an authorized representative of the Fund Manager. Under this power of attorney, the investor also agrees that the Fund Manager may carry out or cause to be carried out any other actions or procedures and may sign or cause to be signed any necessary documents falling within the Fund Manager jurisdiction in order to enforce these Terms and Conditions, especially this Clause.

This is a translation of the Arabic version of this document. The Arabic version is the official version. In case of disparity, the Arabic version shall prevail.

By signing this document, I declare that I have read and understood the Terms and Conditions, and I agree to what is stated therein, and that I have received a copy thereof.

| Investor | | Fund Manager | |
|-----------|--|--------------|-----------------------|
| Name | | Name | Mulkia Investment Co. |
| By | | By | |
| Title | | Title | |
| Signature | | Signature | |
| Date | | Date | |

Norah Abduh Albarraq

Omar Abdulkarim Al-Othaim

Compliance & AML Manager

CEO & CIO

Annex (1) Sharia Standards and Regulations

Sharia standards of Fund Manager's Remunerations

1. The Fund Manager may be remunerated by the investor for his contribution, as it deemed a compensation for benefits that are legally denominated, whether the remuneration is a lump sum or a discount of the value of the purchased unit, provided that such remunerations are stipulated in the Fund Terms and Conditions.
2. The Fund Manager may deduct fees for management periodically, and these fees may be determined as a specified percentage from the Fund's assets at a known periodic date, provided that the percentage shall be specified and known to the investor in the Fund Terms and Conditions
3. The Fund Manager may deduct fees for custody periodically, and these fees may be determined as a specified percentage from the Fund's assets at a known periodic date, provided that the percentage shall be specified and known to the investors in the Fund Terms and Conditions

Sharia standards of the Fund management and marketing

1. The Fund Manager shall make the utmost efforts to invest the funds of the Fund in the best manner and in the best interests of investors.
2. The Fund Manager shall invest the funds of the Fund in the purpose for which the Fund was incorporated. The Fund Manager may not invest in whatever not stipulated in the Fund's Terms and Conditions unless investors being notified.
3. The Fund Manager shall fully disclose all expenses charged to the Fund
4. The Fund Manager may specify the expected percentage of profit from the subscription in the Fund based on the market study, provided that this is in the form of approximation and expectation.
5. All documents including contract and other forms must be consistent with the sharia standards.
6. The Fund Manager may not enter into any contract for which usurious interests or dues are payable and it may take judicial proceedings to collect its entitlements.

Sharia standards for lease and sale of the Fund Assets

1. The Fund invests its funds in real estate projects that are legally permissible and do not entail any usurious interest.
2. The Fund may not calculate any usurious interest if any party delayed in the payment of its obligations and it may take appropriate judicial proceedings to collect its dues.
3. The Fund Manager may lease out a property before the sale thereof provided that it does not lease out the property whoever practices an activity that is legally prohibited, such as renting on usurious banks.
4. The Fund Manager shall not invest in real estate in which the activities of the tenants are concentrated in the following prohibited activities:
 - Usurious financial institutions, including financial brokers, such as traditional banks, traditional insurance companies, and any other institutions practicing usurious activities (with the exception of Islamic branches of such financial institutions, which are compliant with Shari rules and standards).
 - Production and distribution of tobacco, alcohol and similar products.
 - Institutions and companies whose activities are based on gambling, such as casinos or gambling machine manufacturers and suppliers.
 - Production and distribution of pork and its derivatives, non-halal meats, alcoholic beverages and all non-halal products.
 - Biotechnology companies participating in the manipulation of human genes and related modification or cloning, with the exception of companies involved in medical research.
 - Entertainment tools that do not comply with Sharia rules and standards, such as production and distribution of pornographic films, indecent books, magazines, rogue satellite channels, cinemas, composing and publishing music, and radio stations that do not comply with Sharia standards.

- Any other activity that does not comply with the Sharia rules and standards, as determined by the Sharia advisor.
5. The Fund Manager may invest in leased properties to companies or persons that do not comply with the above standards including banks, insurance companies, gambling, alcohol, etc., provided that the rent collected from these entities represents 5% or less of the total rents collected from the property taking into account the following conditions:
- The revenues obtained from these entities shall be offered to the charitable associations after taking the approval of the Sharia Board.
 - If the Fund Manager can replace the Tenant with an inconsistent activity with another tenant engaged in a sharia rules and regulation compliant-activity without causing damage to the Fund financially and legally, it shall proceed to replace the Tenant after giving him a 3 months written warning.
 - If the abovementioned procedure would cause financial or legal damages to the Fund, in such case the Tenant will be left until the lease term ends and the contract shall not be renewed.
 - If the Fund Manager invests in a vacant property or all the tenants are practice sharia rules and regulations compliant-activities, the Fund Manager may not lease the property to a tenant, whose activity is incompliant with the Sharia rules and standards, even if the lessee's income is less than 5% of the total rents.

Annex (2) Illustrative table of calculating recurring and non-recurring fees based on presumed figures for several years

| | |
|--|---------------|
| Total assets as of December 31, 2019 | 894,082,675 |
| Finance amount used | 342,600,000 |
| Investment amount | 1,000,000 |
| Number of units resulting from the investment amount | 100,000 |
| Number of the Fund units | 68,108,652 |
| Total assets | 1,023,686,520 |
| The percentage of the invested amount to the fund's capital, in the first year | 0.1468 % |
| Investor's percentage of the fund's capital, in the second and third year | 0.1468 % |

Calculation mechanism: The Fund fees are calculated for a year and the result is multiplied by the investor's percentage of the Fund's capital

| Recurring fees and expenses | Percentage /amount | First Year | | Second Year (*) | | Third Year and following year | |
|---|--------------------|--------------------------|-----------------------------------|--------------------------|-----------------------------------|-------------------------------|-----------------------------------|
| | | Fees charged on the fund | Fees charged on investment amount | Fees charged on the fund | Fees charged on investment amount | Fees charged on the fund | Fees charged on investment amount |
| Auditor's fees | 30,000 | 30,000 | 44.05 | 30,000 | 41.03 | 30,000 | 41.03 |
| Custody fee of total assets | 0.04% | 388,535 | 570.46 | 428,535 | 586.16 | 428,535 | 586.16 |
| Annual listing fees in Tadawul | 300,000 | 300,000 | 440.47 | 300,000 | 410.35 | 300,000 | 410.35 |
| Owners registry management | 400,000 | 400,000 | 587.30 | 400,000 | 547.13 | 400,000 | 547.13 |
| Regulatory fee | 7,500 | 7,500 | 11.01 | 7,500 | 10.26 | 7,500 | 10.26 |
| Publication fee (Tadawul website) | 5,000 | 5,000 | 7.34 | 5,000 | 6.84 | 5,000 | 6.84 |
| independent board members remuneration | 60,000 | 60,000 | 88.09 | 60,000 | 82.07 | 60,000 | 82.07 |
| Sharia board members remuneration | 33,000 | 33,000 | 48.45 | 33,000 | 45.14 | 33,000 | 45.14 |
| Fund properties insurance costs | 200,000 | 200,000 | 293.65 | 250,000 | 341.96 | 250,000 | 341.96 |
| Real estate valuation fees | 275,000 | 275,000 | 403.77 | 275,000 | 376.15 | 275,000 | 376.15 |
| Fund management fees of total assets | 1% | 9,713,365 | 14,261.57 | 10,713,365 | 14,654.03 | 10,713,365 | 14,654.03 |
| Finance charges | 4.00% | 11,610,000 | 17,046.29 | 13,610,000 | 18,616.13 | 13,610,000 | 18,616.13 |
| Other expected expenses | 0.25% | 2,428,341 | 3,565.39 | 2,678,341 | 3,663.51 | 2,678,341 | 3,663.51 |
| Total recurring fees and expenses | | 25,450,741 | 37,368 | 28,790,741 | 39,381 | 28,790,741 | 39,381 |
| percentage of total recurring fees and expenses to the fund's total asset value | - | 2.62% | - | 2.69% | - | 2.69% | - |
| Non-recurring fees and expenses (*) | | | | | | | |
| subscription fee (2% of the subscription amount) | 2% | - | 20,000 | - | - | - | - |
| Transaction fee (a maximum of 1% of the sale or acquisition value of any real estate asset by the Fund Manager) | 1% | - | - | 1,000,000 | 1,468.24 | - | - |
| Brokerage fee 2.5% | 2.50% | - | - | 2,500,000 | 3,670.61 | - | - |
| Capital structure fee (1% paid to the Fund Manager) | 1% | - | - | 500,000 | 734.1211 | - | - |
| Finance structure fee (1% of the withdrawn amount paid to the Fund Manager or financing bank (*) | 1% | - | - | 500,000 | 734.12 | - | - |
| Total non-recurring fees and expenses | | - | - | 4,500,000 | 6,607.09 | - | - |
| Percentage of total non-recurring fees and expenses to fund's total assets. | - | - | - | 0.42% | - | - | - |
| Total recurring and non-recurring fees and expenses | | 25,450,741 | 57,368 | 33,290,741 | 45,987.85 | 28,790,741 | 39,380.76 |
| Percentage of total recurring and non-recurring fees and expenses | - | 2.62% | - | 3.11% | - | 2.69% | - |

(*) In the second year, it is presumed that a new property worth SR 100,000,000 would be purchased on the basis of a net lease contract by financing 50% of the property's value via a loan of SR 50 million, and the other 50% of the property value of SR 50 million shall be paid as in-kind subscription to the property owner, and accordingly, the total assets of the fund is to be SR 1,071,336,521 and the total loan is to be SR 340,250,001. Therefore, in the second year, the amount of finance increases by SR 50 million and the fund's capital increases by SR 50 million, equivalent to 5 million units.

The loan interest is presumed to be 4% and this interest may change and affect the profits of the Fund as well as the investor's share of fees and expenses.

It is presumed that as of the third year onwards there will be no new acquisitions

Insurance and valuation fees are borne directly by the Fund and not accounted for in the fund's costs which represents 1.25% of the Fund total asset value subject to Paragraph 12 of these Terms and Conditions (Fees, Charges, Commissions and Management Fees)

(**) non-recurring fees and charges related to the purchase of a new property in the second year.

Annex (3) Example on calculating fees and expenses based on presumed investment amounts and returns

| | | |
|---|---------------|--|
| Investment amount | 1,000,000 | |
| Fund total asset value | 1,023,686,520 | |
| Finance amount (withdrawn) | 342,600,000 | |
| Realized return 10% | | |
| Investor's percentage in the fund total assets. | 0.0977 % | |

Calculation mechanism: The Fund fees are calculated for a year and the result is multiplied by the investor's percentage of the Fund's capital

| Fees | Fees charged on the fund | Fees charged on investment amount |
|---|--------------------------|-----------------------------------|
| Subscription fee *, 2% of the subscription amount | 2% | 20,000 |
| Auditor's fee | 30,000 | 29.31 |
| Custody fee to total assets (0.025%) | 255,922 | 250,000 |
| Annual listing fees in Tadawul | 300,000 | 293.06 |
| Owners registry management | 400,000 | 390.74 |
| Regulatory fee | 7,500 | 7.33 |
| Publication fee (Tadawul website) | 5,000 | 4.88 |
| independent board members remuneration | 60,000 | 58.61 |
| Sharia board members remuneration | 33,000 | 32.24 |
| Expected costs of fund properties insurance | 250,000 | 244.22 |
| Real estate valuation fee | 275,000 | 268.64 |
| Fund management fee, (1%) of total assets | 10,236,865 | 10,000 |
| Finance charges (4%) | 13,704,000 | 13,387 |
| Total fees and charges, exclusive finance charges | 11,853,287 | 11,579 |
| Percentage of fees and expenses, exclusive finance | 1.16% | 1.16% |
| Other expected expenses (capped at 0.25% of total assets) | 2,559,216 | 2,500 |
| Total recurring fees and expenses | 28,116,503 | 27,466 |
| net investment amount before return | - | 972,534 |
| Realized return 10% | - | 100,000 |
| Net presumed investment | - | 1,072,534 |
| Net expected return | - | 7.25% |

* Subscription fee is paid separately and not included in investment amount

Annex (4) Summary of Financial Disclosure

Actual value
util .../.../..

| Annex (4) Summary of Financial Disclosure | | Actual value util .../.../.. |
|---|--|---------------------------------|
| Management fees | 1% annually of the fund's total asset value, after deducting expenses, to be calculated and paid every 6 months. | XX,XXX |
| Custody fee | A maximum 0.04% annually of the fund's assets value | XX,XXX |
| Auditor's fees | SR 60,000 annually, to be calculated and paid semi-annually (SR 22,500 at the end of June and SR 37,500 at the end of December) | XX,XXX |
| Board Members Remuneration | SR 5,000 for each independent board member per meeting, subject to a maximum of SR 30,000 annually for each independent member, to be calculated and paid immediately after each meeting. | XX,XXX |
| Sharia Board Remuneration | SR 33,000 annually, to be calculated semi-annually and paid at the beginning of the calendar year | XX,XXX |
| Regulatory fees | SR 7,500 annually, to be calculated semi-annually and paid at the end of the year. | XX,XXX |
| Publication fee (Tadawul website) | SR 5,000 annually, to be calculated semi-annually and paid upon claim. | |
| Performance incentive | 15% of the performance difference between the net rental return collected for all real estate assets owned by the fund and an annual rental return rate on all fund assets of 7%, to be calculated at the end of each fiscal year and paid annually. | XX,XXX |
| Real estate valuer fee | According to the prevailing market prices, to be paid upon providing the service. | XX,XXX |
| Property management and operation fees | From 5% to 10% of the cash rental value collected, to be calculated and paid semi-annually or upon claim. | XX,XXX |
| Property maintenance expenses | According to the prevailing market prices, to be paid upon providing the service | XX,XXX |
| Property development and improvement expenses | According to the prevailing market prices, to be paid upon providing the service | XX,XXX |
| Brokerage commission fee | 2.5% of the property acquisition value, to be calculated and paid upon delivery of the property for the favor of the real estate broker. The real estate broker may be a related party. | XX,XXX |
| Continuous listing fee paid to Tadawul | To be defined by regulatory authority | XX,XXX |
| distributing investment funds information license fees | To be defined by regulatory authority | XX,XXX |

Notice: No previous performance of the Fund. The above expenses are approximate, and a summary of the financial disclosure of actual expenses will be updated in the annual report of the Fund.

Annex (5) Shareholders of Abdul Latif Al-Essa Holding Group and its subsidiaries

| No. | Shareholder | Share % |
|-----|----------------------------------|---------|
| 1 | Munira Abdullah the supervisor | 18.02% |
| 2 | Ibrahim Abdul Latif Al-Issa | 7.00% |
| 3 | Abdul Rahman Abdul Latif Al-Issa | 7.00% |
| 4 | Khaled Abdul Latif Al-Issa | 7.00% |
| 5 | Abdul Mohsen Abdul Latif Al-Issa | 10.00% |
| 6 | Naguib Abdul Latif Al-Issa | 10.00% |
| 7 | Ziad Abdul Latif Al-Issa | 10.00% |
| 8 | Naima Abdul Latif Al-Issa | 4.00% |
| 9 | Al-Jawhara Abdul Latif Al-Issa | 4.00% |
| 10 | Ibtisam Abdul Latif Al-Issa | 4.00% |
| 11 | Other Shareholders | 18.97% |
| 12 | Total | 100.00% |

Annex (6) Shareholders of Abdul Latif Al-Essa Holding Group and its subsidiaries

| No. | Shareholder | Share % |
|--|-------------------------------------|---------|
| Aqar and Mimar International Real Estate | Al-Abdullatif Al-Essa Holding Group | 90% |
| | National General Motors Company | 10% |
| | Total | 100% |
| National General Motors Company | Al-Abdullatif Al-Essa Holding Group | 95% |
| | Banan International Company | 5% |
| | Total | 100% |
| Banan International Company | Al-Abdullatif Al-Essa Holding Group | 95% |
| | National General Motors Company | 5% |
| | Total | 100% |
| Abdul Latif Al-Essa Motors Company | National General Motors Company | 95% |
| | Al-Abdullatif Al-Essa Holding Group | 5% |
| | Total | 100% |
| Alissa International Motors Company | Al-Abdullatif Al-Essa Holding Group | 95% |
| | National General Motors Company | 5% |
| | Total | 100% |

Annex (7) Shareholders of Gulf Real Estate Company

| No. | Shareholder | Share % |
|-----|---|---------|
| 1 | Gulf Investment House Company | 26% |
| 2 | Saad Trading and Contracting Company | 23% |
| 3 | Abdul Latif Al-Essa Holding Group | 12% |
| 4 | Al Saedan Real Estate Company | 8% |
| 5 | First Investment Company | 6% |
| 6 | Gulf Development Company (INOVEST) | 4% |
| 7 | Alshaya United Company | 3% |
| 8 | Prince/ Abdullah bin Muhammad bin Abdulaziz Al Saud | 3% |
| 9 | National Investment Company | 2% |
| 10 | Arkan Al-Kuwait Real Estate Company | 2% |
| 11 | Other shareholders | 12% |
| 12 | Total | 100% |

Annex (8) Subscription Mechanism

General Conditions for Subscription in the Fund

1. Valid ID.
2. Having an active investment portfolio with a licensed person.
3. Having an IBAN account number registered in the name of the subscriber, who wishes to subscribe for the Fund. The subscriber shall transfer the subscription amount from such account and receive the refund of the surplus on the same after allocation.
4. Submit all subscription documents (Signed copy of the Terms & Conditions + fully filled and signed subscription form+ copy of the bank transfer + copy of ID signed by the investor)

Subscription Mechanism through Mulkia Investment Company

Step One - Obtaining the Terms and Conditions

Investors wishing to subscribe are required to obtain a copy of the Terms and Conditions from the website of the Fund Manager, Mulkia Investment Company www.mulkia.com.sa or from Mulkia Investment Company's office.

Investors wishing to subscribe are required to read, sign and keep a copy of the Fund terms and conditions to submit the same to the Fund Manager in a later step.

Step Two - Bank Transfer

The investor can subscribe through Mulkia Investment Company after the investor transfers the full amount of the subscription, with a minimum of SR 10,000 and a maximum of SR 25,000,000, plus the subscription fee of 2% of the subscription amount, during the offering period, to the following account:

Bank name: Banque Saudi Fransi

Account name: Mulkia Investment Company

Account number: 976 5180 0230

IBAN: SA56 5500 0000 0976 5180 0230

For example: If the investor wants to subscribe with the minimum of SR 10,000 riyals, he must transfer an amount of SR 10,200, representing SR10,000 as the subscription amount, plus SR 200 as the subscription fees.

The investor shall keep the bank transfer receipt to submit it to the Fund Manager in a later step.

Step Three – Filling out the subscription form

The investor, having obtained the subscription form from the Company's website www.mulkia.com.sa or the Company's office, must complete the subscription form and sign the hardcopy thereof or send the electronic form if subscription is through the electronic channels, as the case may be.

The investor shall delivery hardcopies of all documents required and referred to in the first, second and third steps to the Company's office, or softcopies thereof through the electronic channels on the Company's website.

No subscription application or bank transfer will be accepted after the end of the last working day of the subscription period. The investor will not be able to amend the subscription form after the same is sent or delivered. The investor may cancel the subscription and apply for a new one, however, the subscription cannot be canceled after the approval and confirmation thereof.

In all cases, investors of all categories must abide by the requirements of completing and submitting the subscription form whether through the Company's office or website.

Step Four - Confirming the Receipt of Subscription Application

In the event of electronic subscription, the Fund Manager will send a confirmation of receipt of the subscription application to the customer via e-mail or SMS to the mobile number registered in the electronic subscription channel.

In the event of subscription through the Company's office, the employee receiving the subscription documents will provide the investor with a receipt confirmation notice.

Receipt of subscription application shall not imply the acceptance thereof.

Step Five - Accepting the Subscription Application

The subscription application shall be reviewed within three (3) business days. If the application is not fully completed or there is any feedback, the investor will be notified via e-mail or SMS to the mobile number, registered in the electronic subscription channel, to complete the application within one (1) business day as of the date on which the investor is so notified. If the application is complete, the investor will be notified of the acceptance of his subscription application.

Step Six - Allocation Notice:

After closing the offering period, units will be allocated to the investors within ten (10) business days according to the allocation mechanism. A notice to that effect will be given to CMA and the final results of the offering and the allocation of units shall be announced through the website of the Fund Manager.

Step Seven - Refunding Surplus and Listing

After fifteen (15) business days of declaring the final allocation, surplus will be refunded to the subscribers without any deduction, after deducting the value of the allocated units and subscription fees. Allocated units shall be listed in the subscribers' investment portfolios with the broker licensed by Tadawul

Subscription through other receiving parties:

Through Banque Saudi Fransi

An investor may subscribe, provided that he has a bank account with Banque Saudi Fransi and an active investment portfolio. The investor will subscribe through the electronic channels of Banque Saudi Fransi after accepting the Terms and Conditions or through the branches of the Bank after submitting a signed copy of the Terms and Conditions.

Through AlJazira Capital:

An investor may subscribe, provided that he has a bank account with AlJazira Capital and an active investment portfolio with AlJazira Capital. The investor will subscribe through the electronic channels of AlJazira Capital after accepting the Terms and Conditions or through the branches of the Bank after submitting a signed copy of the Terms and Conditions.

The following documents are to be submitted according to the investor category:

Required Documents for all investors:

- A copy of the bank transfer issued from a bank account in the name of the investor, indicating the amount including the subscription amount and the subscription fees, if the subscription application is submitted through Mulkia Investment.
- A signed copy of the Terms and Conditions.
- Fully filled and signed subscription form.

Required documents for individuals:

- A copy of valid national ID for Saudis or a copy of valid residence ID for non-Saudis (residents).

Required documents for minors:

- Independent bank transfer for a minor from the same bank account of the minor's guardian if the minor does not have a bank account or portfolio.
- Submitting the following documents:
 - A copy of national ID for Saudi minors from 15 Hijri years to 18 Hijri years, or a copy of family register for Saudi minors under 15 Hijri years.
 - A copy of residence ID for Non-Saudi (resident) minors under 18 Hijri years.
 - A copy of valid national ID or valid residence ID, as the case may be, of the guardian of the Saudi or non-Saudi minor

Required documents for companies:

- Copy of the commercial register with the company's seal.
- Copy of the Articles of Association and By-Laws with the company's seal.
- Copy of the authorized signatory's ID with the company's seal and signed by the authorized person

Required Documents for investment funds:

- Copy of the Fund Manager's commercial register with the company's seal.
- Copy of the Articles of Association and By-Laws of the Fund Manager with the company's seal.
- Copy of the business license of the Fund Manager.
- Copy of the Fund's Terms and Conditions.
- Copy of CMA's approval of the Fund.
- Copy of the authorized signatory's ID with the company's seal and signed by the authorized person

Required documents for investment portfolios:

- Copy of the ID of the investment portfolio holder.
- Copy of the Portfolio Manager's commercial register with the company's seal.
- Copy of the Articles of Association and By-Laws of the Portfolio Manager with the company's seal.
- Copy of the business license of the Portfolio Manager.
- Copy of the investment portfolio management agreement.
- Copy of the authorized signatory's ID with the company's seal and signed by the authorized person.

Important Notes:

- The client must ensure that the information provided in the documents submitted are true and accurate, and Mulkia Investment Company shall not be responsible for any errors that may result.
- The client must ensure that the subscription value as stated in the subscription application matches the amount of the bank transfer. The subscription application will be rejected if there is any difference, whether as increase or decrease.
- Any amount transferred from an account other than the account registered with us for subscription in the Fund will be rejected / not accepted, and the bank account must be in the name of the client.
- For inquiries, please contact us: 920003028 - Email reit@mulkia.com.sa



NO. CEO-19-24

Date: 26/04/1441H

Corresponding to: 23/12/2019

**Her Excellency Ms. Mona Bint Saud Al-Nimr
M/S. Department of Investment Products Issuance
Listed Companies & Investment Products Deputy
Capital Market Authority (CMA)**

Subject: Fund Manager's Acknowledgments subject to Annex (2) of Real Estate Investment Traded Funds Instructions

With reference to the requirements of increasing the Fund's total assets value by offering additional units by accepting in-kind and/or in cash contributions and Annex (2) of Real Estate Investment Traded Funds Instructions, we hereby acknowledge as follows:

- 1) Mulkia Investment Company acknowledges that the Terms and Conditions of Mulkia-Gulf Real Estate REIT Fund have been prepared in accordance with the Real Estate Investment Funds Regulations and the Real Estate Investment Traded Funds Instructions issued by the Capital Market Authority of Saudi Arabia.
- 2) Mulkia Investment Company acknowledges, after making all reasonable inquiries and to the best of its knowledge and beliefs, that there are no other facts that the non-inclusion of which in this document may render any statement contained therein as misleading. The Capital Market Authority and the Saudi Stock Exchange Company shall not be liable for the content of the terms and conditions.
- 3) Mulkia Investment Company acknowledges that the property is free of any regulatory violations that prevent or may result in the non-utilization or operation of buildings, and that the assets are technically intact and free of any major engineering faults or defects that may prevent or may result in the non-utilisation or operation of buildings, or that may in turn cause costly repairs and major changes.
- 4) Mulkia Investment Company acknowledges that there is no direct / indirect conflict of interests (other than what is disclosed) between any of the following:
 - Fund Manager.
 - Manager(s) of properties associated with the Fund.
 - Owner(s) of properties associated with the Fund.
 - Tenant(s) of Real estate assets which their returns constitute 10% or more of the annual rental income of the Fund.
 - Accredited valuer.
- 5) Mulkia Investment Company acknowledges that it took the necessary care to ensure that there is no direct / indirect conflict of interest between the property seller and the accredited valuers.
- 6) Mulkia Investment Company acknowledges that all members of the Board of Directors of the Fund have not been subjected to any bankruptcy or insolvency claims or any bankruptcy or liquidation proceedings, nor have they committed any fraudulent, dishonest or deceitful acts. In addition to not having performed any violation involving fraud, deceit or dishonesty. Mulkia Investment Company further acknowledge that they have the necessary skills and experience to qualify as Board members.
- 7) Mulkia Investment Company acknowledges that the definition of the independent member included in the Glossary of defined terms used in the Regulations and Rules of the Capital Market Authority apply to the

independent members, and that it will be applicable to any independent member appointed by Mulkia Investment Company throughout the period of the Fund.

- 8) Mulkia Investment Company acknowledges that no other significant business activities or other interests for the Board of Directors of Mulkia Investment Company " which is likely to conflict with the interests of the Fund.
- 9) Mulkia Investment Company acknowledges that there is no conflict of interest that would affect the Fund Manager in the performance of its duties for the Fund.
- 10) Mulkia Investment Company acknowledges that there are no fees other than those mentioned in the Fees and Expenses Schedule mentioned in the Terms and Conditions.
- 11) Mulkia Investment Company acknowledges that the Fund will only be listed upon the completion of the transfer of ownership of the Property in favor of the Fund or the transfer of its interest. If this is not completed after completion of the offer period specified in paragraph (9) & paragraph (11) of the Terms and Conditions, the full subscription amount will be returned to the investors.
- 12) Mulkia Investment Company acknowledges that no member of the Board of Directors may have a direct or indirect interest in the business and contracts made for the Fund.
- 13) Mulkia Investment Company acknowledges that all contracts and agreements relating to the Fund which may affect the investors' decisions to subscribe or trade in the Fund have been disclosed in the Terms and Conditions, and that there are no contracts and agreements other than those mentioned in the Terms and Conditions.
- 14) Mulkia Investment Company acknowledges that unitholders are entitled to vote on matters raised at meetings of unitholders. In addition, the approval of a fundamental change to the fund shall be passed by obtaining the approval of the majority unitholders (owning more than 50% of the total units), holders of which are attending. Fundamental changes include the following:
 - Significant change in the Fund's objectives;
 - A change that may have a material adverse effect on the unitholders or their rights with respect to the Fund;
 - Change that may have an effect on the risk position of the Fund;
 - Any increase in the net assets of the Fund.
- 15) Mulkia Investment Company acknowledges that it will take all necessary steps in the benefit of the unitholders to the best of its knowledge and beliefs with due diligence and reasonable consideration. The Fund Manager, Directors, Officers, Employees, Agents, Consultants, Affiliates, Custodian, Sharia Advisor and Board of Directors shall exercise reasonable diligence and effort and act in good faith in order to meet the interests of the unitholders. If the Fund, however, is subject to loss in any way, in the event of any unintentional action by any of the aforementioned parties in connection with the management of the Fund, then such parties shall not be held liable for such loss provided that they have acted in good faith and in a manner serving the interest of the Fund. Good faith shall be proved in the absence of any conduct, decision or correspondence indicating prior knowledge of the negative consequences of such conduct. Moreover, such act shall not involve gross negligence, fraud or deliberate misconduct.
- 16) Mulkia Investment Company acknowledges that it has confirmed to the accredited valuer that the scope of work on valuation report must be appropriate for the purpose of the Fund Manager's application to the Saudi Stock Exchange and is valid for use for public offering and including the market rental value if it is different from the contractual rental value in the properties lease contracts.

With best regards,

Muneera Hibab AlDossary
CEO

Annex 9. Professional Care Report

In our capacity acting as the Fund Manager of Mulkia-Gulf Real Estate REIT Fund in respect of offering a Real Estate Investment Traded Fund under the name Mulkia-Gulf Real Estate REIT Fund, and registering and listing its units in the Saudi Stock Exchange, we, Mulkia Investment Company confirm, to the best of our knowledge, and through conducting due diligence and making enquiries of the fund, that the fund has satisfied all conditions required for registration and listing of its units and has satisfied all other matters required by the Capital Market Authority (the "Authority") as of the date of this letter. Mulkia Investment Company further confirms that it has, to the best of its knowledge and within its capacity as Fund Manager, provided to the Authority any information or clarifications in such form and within such time limit as the Authority required for the purpose of verifying whether Mulkia Investment Company and the Fund have complied with the Capital Market Law, the Real Estate Investment Traded Funds Instructions, the Investment Funds Regulations.

In particular, Mulkia Investment Company confirms that:

- It has provided all the relevant services required by the Real Estate Investment Traded Funds Instructions and the Investment Funds Regulations, with due care and skill.
- It has taken reasonable steps to ensure that the directors of the fund board understand the nature and extent of their responsibilities under the Capital Market Law and its Implementing Regulations.
- It has come to a reasonable opinion, based on due enquiries and professional experience, that:
 - The fund has satisfied all relevant requirements in the Real Estate Investment Traded Funds Instructions and the Investment Funds Regulations (including provisions regarding the Terms and Conditions).
 - All nominated members of the Fund's Board of Directors satisfy the eligibility requirements set out in the Authority's Rules and Regulations, and that the independent members of the Board satisfy the definition of the Fund Independent Board Member as provided in Glossary of Defined Terms Used in The Regulations and Rules of The Capital Market Authority.
 - Assets are free of any regulatory violations that prevent or may result in the non-utilization or operation of buildings, and that the assets are technically intact and free of any major engineering faults or defects that may prevent or may result in the non- utilization or operation of buildings, or that may in turn cause costly repairs and major changes.
 - The main activities of the main potential tenants of real estate assets are intact, and they are able to meet their obligations to the Fund,
 - All matters known to Mulkia Investment Company which must be taken into account by the Authority when considering the application for registration and listing have been disclosed to the Authority.

Annex 10. Professional Care Report

مكتب محمد العقار للمحاماة
والاستشارات القانونية
بالتعاون مع كينج آند سبولدينج

THE LAW OFFICE OF MOHAMMED ALAMMAR
In cooperation with King & Spalding LLP

The Law Office of Mohammed AlAmmar
in cooperation with King & Spalding LLP
Kingdom Centre
20th Floor
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Riyadh 11434
Saudi Arabia
Tel: +966 11 466 9400
Fax: +966 11 211 0033

21/4/1441H
18/12/2019

To: The Capital Market Authority (“the Authority”)

Subject: Mulkia-Gulf Real Estate REIT Fund – Legal Advisor Letter

We, acting as legal advisor to Mulkia Investment Company (“Fund Manager”) in respect of the Fund Manager's request to offer real estate investment traded funds units and list them in the Saudi Stock Exchange in the name of Mulkia-Gulf Real Estate REIT Fund (“the Fund”).

We further refer to the terms and conditions prepared in relation with the fund (“Terms and Conditions”) to increase the current capital of the Fund from SR 600,000,000 to SR 681,086, 520, and more specifically, in connection with the application submitted to the Capital Market Authority (the “Authority”) for the offer of real estate investment traded fund's units and listing them in the Exchange, and in line with the requirements of the Capital Market Law, the Investment Funds Regulation and the Real-Estate Investment Traded Funds Instructions, we particularly advised the Fund Manager of the requirements that should be included in the legal chapters of the Terms And Conditions, the fulfillment of the assets to all regulatory requirements and the soundness of the title deeds of such assets in possession. In this respect, we have carried out such further review and enquiries as we consider appropriate in the circumstances.

In this advisory capacity, we confirm that we are not aware of any material matter consisting a violation by the Fund Manager toward its compliance with the requirements of the Capital Market Law or any conditions required under Real-Estate Investment Funds Regulation and the Real-Estate Investment Traded Funds Instructions, in relation to the offering and listing of the units of a Real-Estate Investment Traded Fund application, including the requirements of the content of the Terms And Conditions as is at the date of this letter.

With best regards,

The Law Office of Mohammad Al Ammar

Annex (11) Valuers Acknowledgements



Date: 22/12/2019

M/s: Mulkia Investment Company - Mulkia-Gulf Real Estate REIT Fund

Subject: Acknowledgment of complying with Accredited Valuers Law and its implementing regulations

With reference to the agreement to provide real estate valuation services for the benefit of Mulkia-Gulf Real Estate REIT Fund, which consists of the Elite Mall property in Sulaymaniya district, Riyadh, and based on your request, we, White Cubes Real Estate, acknowledge hereby that White Cubes Real Estate is complying with the Accredited Valuers Law and its implementing regulations and any other regulations issued by the Saudi Authority for Accredited Valuers (TAQEEM). We also acknowledge that the scope of the valuation report is appropriate for the purpose of the Fund Manager's application and is valid for **increasing the Fund's total assets by offering additional units.**

We also acknowledge that the actual rental value in the property's lease contracts is within the average market rental rates for similar properties.

With best regards.

White Cubes Real Estate
Issam Muhammad Al-Husseini
General Manager

White Cubes Real Estate
Muhammad Nayef Taha
CEO

M/s: Mulkia Investment Company - Mulkia-Gulf Real Estate REIT Fund

Subject: Acknowledgment regarding the valuation of Elite Mall Property in Salmaniya district, Riyadh

We, Estnad Real Estate, hereby acknowledge that Estnad Real Estate is complying with the Accredited Valuers Law and its implementing regulations and any other regulations issued by the Saudi Authority for Accredited Valuers (TAQEEM). We also acknowledge that the scope of the valuation report is appropriate for the purpose of the Fund Manager's application and is valid for increasing the Fund's total assets by offering additional units.

We also acknowledge that the rental market value is not different from the contractual rental value in the property's lease contracts.

With best regards

Ibrahim bin Mohammed Al-Jadoua
CEO

Supplementary Annex (1)

Supplementary Annex (1)

MULKIA-GULF REAL ESTATE REIT FUND

صندوق مُلْكِيَّة – عقارات الخليج ريت

(CLOSED-END, SHARIAH-COMPLIANT REAL ESTATE INVESTMENT TRADED FUND)

An Investment Fund compliant with the Islamic sharia standards approved by the Fund's assigned Sharia Board- Approval No. (MLK-689-04-01-05-17)

Mulkia – Gulf Real Estate REIT Fund's Supplementary Annex (Changes related to Fund's Total Asset Value Increase)

Fund Manager: **Mulkia** Investment Company

Custodian: Albilad Capital

Date of CMA's Approval to this Supplementary Annex: 17/07/1444H corresponding to 08/02/2023G.

Date of CMA's Approval to Offering, Registration and Listing of Fund's Units: 09/08/2017G.

Date of Issuance of Terms and Conditions: 16/10/2017G.

Date of the Last Update of Fund's Terms and Conditions: 20/07/2022G.

"The Capital Market Authority (CMA) makes no representations as to the accuracy or completeness of this Document, and expressly disclaims any liability for any loss arising from reliance on any of its contents. Those who desire to subscribe in the Fund's units offered under this Document shall read this Document completely before subscription, and shall ascertain accuracy of the information provided regarding the offered units. In case the contents of this Document are not understood, they shall seek advice from an authorized financial advisor."

Note: The Fund Manager advises the need to read the Fund's Terms and Conditions and other documents before making any decision for investing in the Fund.

Norah Abduh Albarraq

Omar Abdulkarim Al-Othaim

Compliance & AML Manager

CEO & CIO

Important Notice

This Supplementary Annex (the "Supplementary Annex") contains detailed information on the changes pertaining to increasing the total value of the assets of Mulkia – Gulf Real Estate REIT Fund (the "Fund") and the process of offering additional units in the Fund (the "Additional Units"). Investor's submission of a request to subscribe in the additional units serves as an acknowledgment on its part that it has reviewed and accepted the Fund's Terms and Conditions issued on 16/10/2017G and all its amendments (the "Terms and Conditions"), and that it has reviewed and accepted this Supplementary Annex, and will be treated as applying solely on the basis of the information contained in this Supplementary Annex and Terms and Conditions, copies of which are available on the website of Mulkia Investment Company (the "Fund Manager") (www.mulkia.com.sa) or the website of the Capital Market Authority ("CMA") (www.cma.org.sa) or the website of Saudi Stock Exchange ("Tadawul"/ "Market") (www.tadawul.com.sa).

In addition to the Terms and Conditions, the prospective investors shall read this Supplementary Annex completely before purchasing additional units in the Fund, as investment in the Fund involves certain risks and may not be suitable for all investors. Investors shall also be willing to assume the risks associated with investing in the Fund (Risks of Investment in the Fund), which are described in Paragraph (8) of the Terms and Conditions and in Paragraph (D) of this Supplementary Annex. If an investor does not understand contents of this Supplementary Annex or Terms and Conditions, it shall seek advice from an authorized financial advisor.

This Supplementary Annex has been prepared by the Fund Manager as a Saudi closed joint stock company registered in the Saudi Commercial Register under No. 1010407245 and a person licensed by CMA under License No. 37-13170 in accordance with provisions of Real Estate Investment Funds Regulations issued by CMA Board of Directors pursuant to Resolution No. 1-193-2006 dated 19/06/1427H (corresponding to 15/07/2006G) and provisions of Real Estate Investment Traded Funds Instructions issued by CMA pursuant to Resolution No. 6-130-2016 dated 23/01/1438H (corresponding to 24/10/2016G) and amended pursuant to Resolution No. 2- 22- 2021 dated 12/07/1442H (corresponding to 24/02/2021G) ("Real Estate Investment Traded Funds Instructions").

Subscription in Additional Units is only available for the following categories:

(A) Fund Unitholders who are registered on the day of the unitholders' meeting for approving the increase in the total value of the Fund's assets and wishing to subscribe in the additional units; (B) Investors who are Saudi natural persons and GCC nationals; (C) Natural residents in the Kingdom of Saudi Arabia under Residency ID; and (D) Institutions, companies, investment funds and other legal entities and persons based in the Kingdom of Saudi Arabia, qualified foreign investors and GCC investors. Recipients of this Supplementary Annex are required to review any legal or regulatory restrictions relevant to the additional offering and the sale of additional units, and are also required to observe these restrictions, including Law of Real Estate Ownership and Investment by Non-Saudis.

In addition to those set out in the Terms and Conditions, it should be noted that the information and data contained in this Supplementary Annex pertaining to the target returns, expectations, assumptions or illustrative examples, including the hypothetical investment schedule for the unitholder provided for in this Supplementary Annex, are all prepared according to assumptions based on the Fund Manager's information according to its experience in the market, in addition to market information available to the public. Future operating conditions and target returns may differ from such expectations, assumptions or illustrative examples set out in the Supplementary Annex, and accordingly, there are neither guarantees, representations nor undertakings on these expectations, assumptions or illustrative examples, and none of them serves as guarantees of any future performance and they have been used for illustrative purposes only, taking into account that there are many factors that may lead to a significant difference between the expected and actual results, performance or accomplishments achieved by the Fund Manager in relation to the Fund including, but not limited to, the risks associated with investing in the Fund (Risks of Investment in the Fund), which are described in Paragraph (8) of the Terms and Conditions and in Paragraph (D) of this Supplementary Annex.

Fund Guide

Mulkia Investment Company

Kingdom of Saudi Arabia, Riyadh

Prince Abdulaziz Ibn Musaid Ibn Jalawi St., Sulaymaniyah Dist.

The Elite Mall, 1st Floor

P.O. Box 52775, Postal Code (12234).

Tel: 8001199992 Fax: +966 (11) 293 2799

Website: www.mulkia.com.sa

Email: info@mulkia.com.sa



**Fund Manager &
Operator**

Albilad Capital

Kingdom of Saudi Arabia, Riyadh

King Fahd Road, P.O. Box 140, Riyadh 11411

Tel: +966 9200 3636

Fax: +966 11 290 6299

Website: www.albilad-capital.com

Email: custody@albilad-capital.com



Custodian

Shariyah Review Bureau

Bahrain, Manama

P.O Box 21051, Riyadh 13212

Kingdom of Saudi Arabia

P.O Box 40469, Jeddah 21499

Tel: 0122293424

Website: www.shariyah.com



Shariyah Board

Aljazira Capital

Kingdom of Saudi Arabia, Riyadh

King Fahd Road

P.O. Box 20438, Riyadh 11455

Tel: +966 11 2256000

www.aljaziracapital.com



**Second Additional
Offering Manager**

| | | |
|--|--|---|
| <p>Second Additional Offering Receiving Parties</p> |  <p>مصرف الراجحي alrajhi bank</p> <p>King Fahd Road - Al-Morouj Dist. Riyadh, 122630 - 2743 Kingdom of Saudi Arabia www.alrajhibank.com.sa</p> |  <p>بنك الجزيرة BANK ALJAZIRA INNOVATIVE ISLAMIC BANKING مصرفية إسلامية حديثة</p> <p>Bank Aljazira King Abdul Aziz Road- Al Shatti Dist. Jeddah, P.O. Box 6277, 21442 Kingdom of Saudi Arabia www.baj.com.sa</p> |
| <p>Auditor</p> | <p>PKF Al-Bassam & Co.</p> <p>Kingdom of Saudi Arabia, Riyadh P.O. Box 28355, Riyadh 11437 Tel: +966 11 239 5353 Fax: +966 11 2065444 Website: http://www.pkfalbassam.com/ Email: info.sa@pkf.com</p> |  |
| <p>Real Estate Valuers</p> | <p>VALIE</p> <p>Kingdom of Saudi Arabia, Riyadh P.O. Box 8991, Riyadh 12611 Tel: 920009518 Kingdom of Saudi Arabia Website: www.valie.sa Email: Info@Valie.Sa</p> <p>Estnad Valuation</p> <p>Kingdom of Saudi Arabia, Riyadh, Al-Yasmeen District Anas Bin Malik Road Square Center 25, Building No. 4040, Office No. 2 P.O. Box 12236, Riyadh 11473 Tel: 920019905 Email: info@estnad.com</p> |   |

| | | |
|---------------------------------|--|---|
| <p>Property Managers</p> | <p>Property & Facility Management Co. (Edarah)</p> <p>Kingdom of Saudi Arabia, Riyadh</p> <p>Tahlia Street - Almas Plaza</p> <p>P.O. Box 67008, Riyadh 11596</p> <p>Tel: +966 920002792</p> <p>Email: info@edarah.sa</p> <p>THIQA</p> <p>Kingdom of Saudi Arabia</p> <p>Imam Mohammad Ibn Saud Road- Al Wadi District</p> <p>P.O Box 89513, Riyadh 11962</p> <p>Tel: +966920000545</p> <p>Email: info@thiqa.sa</p> |   |
| <p>Legal Advisor</p> | <p>Alsaleh, Alsahli & Partners Law Firm</p> <p>Al Saif Center, 1st Floor, Office No. 4</p> <p>King Abdullah Road, Al Wurud District</p> <p>P.O. Box: 90549</p> <p>Riyadh: 11623</p> <p>Tel: 966112054555</p> <p>Kingdom of Saudi Arabia</p> <p>Website: www.ssfirm.com.sa</p> | <p>الصالح والساهلي ومشاركوهم للمحاماة والاستشارات القانونية</p>  <p>Alsaleh, Alsahli & Partners Law Firm</p> |
| | | |

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A. Summary of Fund's Total Asset Value Increase

Summary of the Second Additional Offering:

| Statement | Maximum Limit | Minimum Limit |
|---|---------------|---------------|
| Cash Subscriptions based on Nominal Value (SAR) | 214,430,890 | 79,289,738 |

| | | |
|--|-------------|-------------|
| In-kind Subscriptions based on Nominal Value (SAR) | 35,569,110 | 35,569,110 |
| Total | 250,000,000 | 114,858,848 |

Fund Details based on Additional Offering of Maximum Limit based on the Nominal Value:

| Fund Details based on Additional Offering of Maximum Limit based on the Nominal Value | | | | |
|--|------------------------------------|--------------------------------------|--|--|
| Statement | Fund Details upon Initial Offering | Details of First Additional Offering | Details of Second Additional Offering of Maximum Limit | Fund Details after Total Asset Value Increase to Maximum Limit |
| Amount of Increase in Fund's Capital based on Nominal Value (SAR) | 600,000,000 | 81,086,520 | 250,000,000 | 931,086,520 |
| Issue Discount | - | (486,520) | [•] | (486,520) |
| Finance Amount Withdrawn (SAR) | 0 | 342,600,000 | **116,971,130 | *459,571,130 |
| Total Fund Size (SAR) | 600,000,000 | 423,200,000 | 366,971,130 | 1,390,171,130 |
| Details of the Number of Units | | | | |
| In-kind Subscription | 38,650,000 | 8,108,652 | 3,556,911*** | 50,315,563 |
| Cash Subscription | 21,350,000 | | [•]*** | [•] |
| Amount of Increase in Number of Fund Units | 60,000,000 | 8,108,652 | [•] | [•] |
| Target Subscription Price per Unit during Offering Period (SAR) | 10 | 10 | ***10 | ***10 |

* The cash surplus of the offering proceeds will be used in case of the maximum limit to pay portion of the Fund's Outstanding Debt Amount.

** An amount of (SAR 233,351,610) was withdrawn from the finance available to the Fund to complete acquisition of the first phase of the property (before offering). The cash surplus of the offering proceeds will be used in the maximum limit for partial payment of the existing debt. The amount of (SAR 116,971,130) also represents the balance of the additional loan after the partial payment from the offering proceeds in the maximum limit.

*** The mechanism for allocating and pricing in-kind and cash units is governed by Sub-Paragraphs (B) (8.2) and (8.6) in this Supplementary Annex.

Fund Details based on Additional Offering of Minimum Limit based on the Nominal Value:

Fund Details based on Additional Offering of Minimum **Limit based** on the Nominal Value

| Statement | Fund Details upon Initial Offering | Details of First Additional Offering | Details of Second Additional Offering of Minimum Limit | Fund Details after Total Asset Value Increase to Minimum Limit |
|---|------------------------------------|--------------------------------------|--|--|
| Amount of Increase in Fund's Capital based on Nominal Value (SAR) | 600,000,000 | 81,086,520 | 114,858,848 | 795,945,368 |
| Issue Discount | - | (486,520) | [•] | (486,520) |
| Finance Amount Withdrawn (SAR) | 0 | 342,600,000 | *252,112,282 | 594,712,282 |
| Total Fund Size (SAR) | 600,000,000 | 423,200,000 | 366,971,130 | 1,390,171,130 |
| Details of the Number of Units | | | | |
| In-kind Subscription | 38,650,000 | 8,108,652 | 3,556,911 ** | 50,315,563 |
| Cash Subscription | 21,350,000 | | [•]** | [•] |
| Amount of Increase in Number of Fund Units | 60,000,000 | 8,108,652 | [•] | [•] |
| Target Subscription Price per Unit during Offering Period (SAR) | 10 | 10 | **10 | **10 |

* An amount of (SAR 233,351,610) was withdrawn from the finance available to the Fund to complete acquisition of the first phase of Al Jadah Commercial Complex (before offering). An amount of (SAR 18,760,672) will be withdrawn from the finance available to complete acquisition of the second phase of the property upon the second additional offering in the minimum limit.

** The mechanism for allocating and pricing in-kind and cash units is governed by Sub-Paragraphs (B) (8.2) and (8.6) in this Supplementary Annex.

Note:

- The Fund Manager will rely on a unified pricing mechanism for in-kind and cash subscriptions pursuant to Sub-Paragraphs (B) (8.2) and (8.6) in this Supplementary Annex to Terms and Conditions. Determining the subscription price will entail determining the number of units that will be issued in exchange for cash subscriptions. In case the target subscription price is less than the nominal value, the difference will be recognized as an issue discount under "Net assets attributable to Unitholders" in the financial statements.

B. Description of Types of Real Estate Assets to be acquired through Fund's Total Asset Value Increase

1. Details of the New Property to be acquired:

The Fund intends to acquire only one commercial hotel property, which is Al Jadah Commercial Complex (the New Property), that is a mixed-use income-generating property based in Qurtoba Dist. in Riyadh on Al-Thumama Road near the Airport Road. It contains rental units including restaurants, cafes, showrooms, offices, villas and a five-star hotel. The villas and the hotel are operated by the global operator, Radisson Blu, under the agreement entered into with the operator for fifteen (15) years. The built-up area of the property is (33,105.89 m²), and the land area is (21,670.9 m²). The Fund Manager studied the property to be acquired and ensured its suitability for the current portfolio. It also verified meeting requirements of the Real Estate Investment Funds Regulations and the Capital Market Institutions Regulations and due diligence examination, including but not limited to (obtaining valuation of the property from two valuers accredited by the Saudi Authority for Accredited Valuers (TAQEEM) and verifying suitability of the property for legal use).

The Fund Manager made and entered into a binding purchase agreement to purchase the additional property with the sellers (Ahmed Abdullah Othman Al-Salamah and Abdulaziz Mohamed Abdulaziz Al-Qassim), noting that the special purpose company whose shares are owned by the Fund's Custodian (which is Tamdeen First Real Estate Company) will be the legal owner of the additional property and the ownership of the property will be transferred thereto.

Summary of the Purchase Agreement:

| | |
|--|--|
| First Party: Seller | Ahmed Abdullah Othman Al-Salamah and Abdulaziz Mohamed Abdulaziz Al-Qassim |
| Second Party: Purchaser | Mulkia-Gulf Real Estate REIT Fund |
| Price | SAR 335,000,000* |
| Payment Method | <p>The price will be paid and the property will be acquired in two phases:</p> <p>First Phase: 63.61% of the property, which is equivalent to the value of (SAR 213,106,493), will be acquired in cash through the finance available to the Fund, which took place on 08/07/1443H corresponding to 09/02/2022G.</p> <p>Second Phase: The remaining percentage of the property, which is equivalent to the value of (SAR 121,893,507), will be acquired by increasing the Fund's capital through in-kind subscription by owners of the property and collecting the remaining amount through cash offering after obtaining the necessary approvals according to the statutory requirements.</p> |
| Terms and Conditions for Completion of the Acquisition | <ol style="list-style-type: none"> 1. CMA and the Fund unitholders shall approve increase of the total value of the Fund's assets, and units shall be offered and issued after completion of the first and second phases. 2. After the seller receives value of the first phase of the acquisition, the property shall become wholly owned by Tamdeen First Real Estate Company. as the legal entity of the Fund. 3. Upon completing transfer of ownership of the first phase of the property acquisition, the property sellers shall transfer the ownership of Al Jadah Hotel Co. with 100% of all its assets and rights without any additional fees, and that the specified sale price of the property shall be inclusive of the value of the transfer of ownership of Al Jadah Hotel Co. The sellers shall also transfer all licenses issued for the property, whether operating licenses or otherwise, and employees at the Company's expense so that they all become owned by Tamdeen First Real Estate Company (Special Purpose Company). |

-
4. A clearing agreement shall be made and entered into by and between the two parties on the income of the property so that all the property rents and income prior to the transfer date corresponding to 09/02/2022G shall be for the seller, and all the property rents and income after the transfer date of the first phase shall be for the Fund and shall be calculated based on the due date and implemented based on the collection date.
-

* The amount represents value of the properties without Real Estate Transaction Tax (RETT) and other expenses.

Property Acquisition Phases

The two parties agreed that the purchaser will pay to the seller an amount of SAR 335,000,000 (Three Hundred and Thirty-Five Million Saudi Riyals), exclusive of RETT, which will be borne by the purchaser. The two parties also agreed that the price shall be paid in two phases as follows:

First Phase:

Paying 63.61% of the value of the property (SAR 213,093,500), and the title deeds (998507018273 and 798507018272) dated 13/07/1443H were transferred to the ownership of the purchaser, Tamdeen First Real Estate Company, under the sale contract.

Second Phase:

Paying the remaining portion of the property price (36.39%) amounting to SAR 121,893,507, exclusive of RETT, through the following two methods:

I: The Fund Manager (Mulkia Investment Company) issues and allocates (3,556,911) units of the Fund for the property owners as agreed upon in the sale contract.

II: Issuing and offering additional cash units to the public or using the available bank finance to cover the remaining acquisition amount, and after paying such amount, title deeds of the remaining parts of the property shall be transferred to the ownership of the Fund.

2. Tables for Information on the Real Estate Asset to be acquired:

The following table contains detailed information about the additional property, which was obtained from the official title deeds approved by the notary public and other documents relating to the new property.

| New Property Info | |
|--|--|
| Name of the Property | Al Jadah Commercial Complex |
| Name of the Property Owner | Ahmed Abdullah Othman Al-Salamah and Abdulaziz Mohamed Abdulaziz Al-Qassim |
| Type | Commercial/Hotel |
| Country/ City | Kingdom of Saudi Arabia, Riyadh |
| District/ Street | Al-Thumama Road, Qurtoba Dist. |
| Sketch of the Site |  |
| Land Area | 21,670.9 m ² |
| Built-up Area (As per the Building License) | 33,105.89 m ² |
| Number of Floors | 3 floors |
| Type and Number of Units | The property consists of: <ol style="list-style-type: none"> 1. Hotel Part consisting of (104) rooms and (16) hotel villas. 2. Commercial Part consisting of (5) Offices and (24) Showrooms. |
| Occupancy Ratio | Commercial Part: 69% Hotel Part 67% |
| Building Completion Date (As per Building Completion Certificate) | 28/03/1441H |
| Property Purchase Cost (Exclusive of Acquisition Expenses) | SAR 335.000.000 |

| Property Purchase Total Cost | SAR 360,125,000* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------|---|-------------|--------------------|------------------|-----|--------|-------------|--------------------|------------------|---|----------------------------------|---------|------------|------------|---|----------|---------|------------|------------|---|-----------------------|---------|------------|------------|---|--------------------|---------|------------|------------|---|-------------------|---------|------------|------------|---|---|---------|------------|------------|---|--------------------------------|---------|------------|------------|---|----------------------------|---------|------------|------------|---|-------------------|---------|------------|------------|----|----------------------------|---------|------------|------------|----|------------------|---------|------------|------------|----|-----------------------------|---------|------------|------------|----|------------------------------|---------|------------|------------|----|-----------------|---------|------------|------------|----|---------------------------|---------|------------|------------|----|-----------------------|---------|------------|------------|----|--------------------------------------|---------|------------|------------|----|--------------------------------------|---------|------------|------------|
| Current Leases | <table border="1"> <thead> <tr> <th>No.</th> <th>Lessee</th> <th>Annual Rent</th> <th>Lease Commencement</th> <th>Lease Expiration</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Rasan Information Technology Co.</td> <td>695,671</td> <td>21/11/2021</td> <td>20/11/2026</td> </tr> <tr> <td>2</td> <td>Boga Co.</td> <td>945,000</td> <td>15/11/2021</td> <td>14/11/2030</td> </tr> <tr> <td>3</td> <td>Jawda and Tamayoz Co.</td> <td>761,750</td> <td>01/01/2021</td> <td>31/11/2025</td> </tr> <tr> <td>4</td> <td>Delicious Food Co.</td> <td>802,593</td> <td>01/12/2020</td> <td>30/11/2025</td> </tr> <tr> <td>5</td> <td>Sokkat ALteeb Co.</td> <td>541,128</td> <td>01/10/2021</td> <td>30/09/2026</td> </tr> <tr> <td>6</td> <td>Good-health Pharmaceuticals Private Limited</td> <td>204,894</td> <td>01/01/2022</td> <td>31/12/2023</td> </tr> <tr> <td>7</td> <td>Al Ajlan International Company</td> <td>226,719</td> <td>01/06/2022</td> <td>31/05/2027</td> </tr> <tr> <td>8</td> <td>Integrated Telecom Company</td> <td>288,900</td> <td>01/04/2022</td> <td>31/03/2024</td> </tr> <tr> <td>9</td> <td>Ahdab Coffee Shop</td> <td>262,500</td> <td>05/04/2021</td> <td>04/04/2026</td> </tr> <tr> <td>10</td> <td>Mithl Alqamar Beauty Salon</td> <td>147,910</td> <td>01/12/2020</td> <td>30/11/2025</td> </tr> <tr> <td>11</td> <td>BELLS Restaurant</td> <td>147,924</td> <td>01/01/2021</td> <td>31/12/2023</td> </tr> <tr> <td>12</td> <td>Coffee Pyramid Organization</td> <td>237,219</td> <td>01/01/2021</td> <td>31/12/2025</td> </tr> <tr> <td>13</td> <td>Zawayat Allohom Organization</td> <td>229,334</td> <td>01/01/2021</td> <td>31/12/2025</td> </tr> <tr> <td>14</td> <td>Al-Ula Car Rent</td> <td>237,232</td> <td>01/12/2020</td> <td>30/11/2025</td> </tr> <tr> <td>15</td> <td>Jawda and Tamayoz Co. 777</td> <td>224,865</td> <td>01/03/2022</td> <td>28/02/2027</td> </tr> <tr> <td>16</td> <td>Al-Nafora Coffee Shop</td> <td>456,435</td> <td>01/12/2020</td> <td>30/11/2030</td> </tr> <tr> <td>17</td> <td>Mohammed Khaled Al Rajhi Coffee Shop</td> <td>655,984</td> <td>24/07/2021</td> <td>23/07/2026</td> </tr> <tr> <td>18</td> <td>Hanan Mohammed Al-Oraifi Restaurants</td> <td>863,925</td> <td>24/07/2021</td> <td>23/07/2026</td> </tr> </tbody> </table> | | | | No. | Lessee | Annual Rent | Lease Commencement | Lease Expiration | 1 | Rasan Information Technology Co. | 695,671 | 21/11/2021 | 20/11/2026 | 2 | Boga Co. | 945,000 | 15/11/2021 | 14/11/2030 | 3 | Jawda and Tamayoz Co. | 761,750 | 01/01/2021 | 31/11/2025 | 4 | Delicious Food Co. | 802,593 | 01/12/2020 | 30/11/2025 | 5 | Sokkat ALteeb Co. | 541,128 | 01/10/2021 | 30/09/2026 | 6 | Good-health Pharmaceuticals Private Limited | 204,894 | 01/01/2022 | 31/12/2023 | 7 | Al Ajlan International Company | 226,719 | 01/06/2022 | 31/05/2027 | 8 | Integrated Telecom Company | 288,900 | 01/04/2022 | 31/03/2024 | 9 | Ahdab Coffee Shop | 262,500 | 05/04/2021 | 04/04/2026 | 10 | Mithl Alqamar Beauty Salon | 147,910 | 01/12/2020 | 30/11/2025 | 11 | BELLS Restaurant | 147,924 | 01/01/2021 | 31/12/2023 | 12 | Coffee Pyramid Organization | 237,219 | 01/01/2021 | 31/12/2025 | 13 | Zawayat Allohom Organization | 229,334 | 01/01/2021 | 31/12/2025 | 14 | Al-Ula Car Rent | 237,232 | 01/12/2020 | 30/11/2025 | 15 | Jawda and Tamayoz Co. 777 | 224,865 | 01/03/2022 | 28/02/2027 | 16 | Al-Nafora Coffee Shop | 456,435 | 01/12/2020 | 30/11/2030 | 17 | Mohammed Khaled Al Rajhi Coffee Shop | 655,984 | 24/07/2021 | 23/07/2026 | 18 | Hanan Mohammed Al-Oraifi Restaurants | 863,925 | 24/07/2021 | 23/07/2026 |
| No. | Lessee | Annual Rent | Lease Commencement | Lease Expiration | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Rasan Information Technology Co. | 695,671 | 21/11/2021 | 20/11/2026 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Boga Co. | 945,000 | 15/11/2021 | 14/11/2030 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Jawda and Tamayoz Co. | 761,750 | 01/01/2021 | 31/11/2025 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Delicious Food Co. | 802,593 | 01/12/2020 | 30/11/2025 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Sokkat ALteeb Co. | 541,128 | 01/10/2021 | 30/09/2026 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Good-health Pharmaceuticals Private Limited | 204,894 | 01/01/2022 | 31/12/2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Al Ajlan International Company | 226,719 | 01/06/2022 | 31/05/2027 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Integrated Telecom Company | 288,900 | 01/04/2022 | 31/03/2024 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | Ahdab Coffee Shop | 262,500 | 05/04/2021 | 04/04/2026 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | Mithl Alqamar Beauty Salon | 147,910 | 01/12/2020 | 30/11/2025 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | BELLS Restaurant | 147,924 | 01/01/2021 | 31/12/2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | Coffee Pyramid Organization | 237,219 | 01/01/2021 | 31/12/2025 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | Zawayat Allohom Organization | 229,334 | 01/01/2021 | 31/12/2025 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | Al-Ula Car Rent | 237,232 | 01/12/2020 | 30/11/2025 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | Jawda and Tamayoz Co. 777 | 224,865 | 01/03/2022 | 28/02/2027 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | Al-Nafora Coffee Shop | 456,435 | 01/12/2020 | 30/11/2030 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | Mohammed Khaled Al Rajhi Coffee Shop | 655,984 | 24/07/2021 | 23/07/2026 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | Hanan Mohammed Al-Oraifi Restaurants | 863,925 | 24/07/2021 | 23/07/2026 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | |
|---|---------------|-----------------|-----------------------|
| Last 3-Year Annual Rental Revenues | 2020 | SAR 137,014 | |
| | 2021** | Hotel Part | SAR 12,340,968 |
| | | Commercial Part | SAR 4,661,487 |
| | | Total | SAR 17,002,455 |
| | 2022 | Hotel Part | SAR 29,225,387 |
| | | Commercial Part | SAR 7,929,983 |
| | | Total | SAR 37,155,370 |
| Additional Information | N/A | | |

* Inclusive of RETT and Brokerage Costs

** All required licenses of the real estate operation through 2021 G are completed. Therefore, no data on revenues prior to this date are available, in addition, the revenue recorded for 2021 is only related to the operation period as of 09/06/2021 G for the hotel part. For the commercial part, the first leases have been signed as of 01/12/2020 G.

| Overview on Operation Contracts | | | | | | | | | | | |
|---|---|--|------------------------------------|---------------|----|---------------|----|---------------|----|---------------|----|
| Companies Managing Properties | Radisson Hotels Aps Denmark will manage and operate the hotel part of the property. While Olaat Properties Management Co. will manage and operate the commercial part of offices and exhibitions. | | | | | | | | | | |
| Usage | Hotels/ Exhibitions and Offices | | | | | | | | | | |
| Contract Commencement Date | The operation contract of the hotel part has been concluded on 24/07/2018 and the operation contract of the commercial part on 01/06/2022 G. | | | | | | | | | | |
| Contract Term | It shall be 15 years for the hotel part and 1 renewable year for the commercial part. | | | | | | | | | | |
| Contract Expiration Date | The operation contract of the hotel part shall expire on 13/07/2033 and for the commercial part on 31/05/2023 G. | | | | | | | | | | |
| Remaining Term for Contract Expiration | It shall be 11 years for the operation contract of the hotel part and 1 year for the property management contract of the commercial part. | | | | | | | | | | |
| Property management, operation management and services costs | <p>Hotel Part</p> <p>The hotel operator shall be entitled to obtain the following charges for operating and managing the hotel:</p> <ul style="list-style-type: none"> • 1.75% of the total income as fixed base fee on a monthly basis. • Quarterly variable management fees according to the following cases: <table border="1"> <thead> <tr> <th>Gross Operating Profit (GOP) of the total income</th> <th>Due management fees Percent of GOP</th> </tr> </thead> <tbody> <tr> <td>Less than 20%</td> <td>0%</td> </tr> <tr> <td>Less than 30%</td> <td>4%</td> </tr> <tr> <td>Less than 40%</td> <td>5%</td> </tr> <tr> <td>Less than 50%</td> <td>6%</td> </tr> </tbody> </table> | Gross Operating Profit (GOP) of the total income | Due management fees Percent of GOP | Less than 20% | 0% | Less than 30% | 4% | Less than 40% | 5% | Less than 50% | 6% |
| Gross Operating Profit (GOP) of the total income | Due management fees Percent of GOP | | | | | | | | | | |
| Less than 20% | 0% | | | | | | | | | | |
| Less than 30% | 4% | | | | | | | | | | |
| Less than 40% | 5% | | | | | | | | | | |
| Less than 50% | 6% | | | | | | | | | | |

| | | |
|--|---|----|
| | More than 50% | 8% |
| | <ul style="list-style-type: none"> 2.5% marketing fees of the total revenues on a monthly basis. | |
| | <p>Commercial Part</p> <p>The property manager of the commercial part shall be entitled to obtain the following charges:</p> <ul style="list-style-type: none"> 2.5% management charges of the collected rents, and they shall be paid on a semi-annual basis with a minimum of SAR25,000 on a monthly basis. 5% rent charges of the first year rent for each new concluded lease. | |
| Percent of the total annual return expected from the total real estate purchase cost | 11.66% | |
| Percent of the net annual return expected from the total real estate purchase cost | 7.02% | |
| Rent Payment Method | They shall vary according to contracts previously signed and the future contracts (quarterly, semi-annually, annually). | |
| Lessee's Compliance Guarantees | The commercial part (all contracts are documented on Ejar platform and be deemed as an executive instrument). The hotel part: N/A | |

3. Summary of targeted additional revenues for real estate assets for 2023 G

| Real estate | Net real estate purchase cost | Total annual revenue expected for the real estate * | Rent revenue percent % | Total real estate expenses ** | Net annual rent (after deducting expenses of the real estate) | Net ta reve |
|-----------------------------------|-------------------------------|---|------------------------|-------------------------------|---|----------------|
| Al Jadah Commercial Complex | 335,000,000 | 39,077,412 | 11.66% | 15,554,585 | 23,522,827 | 7.0 |

* Targeted returns of the real estate have been calculated based on the signed and available contracts only for the commercial and hotel parts. Assumption of renting vacant units of the commercial part, which are completely under renting, have not been taken into account.

** Inclusive of operational costs expected for both the hotel and commercial parts of the property, as the operational expenses of the hotel are approx. 97% of the total property expenses and the remaining percentage is the commercial part expenses.

4. Summary of the targeted revenues of additional real estate assets inclusive of acquisition expenses for 2023 G

| Real estate | Net real estate purchase cost | Acquisition expenses* | Total real estate purchase cost (inclusive of acquisition expenses) | Net annual rent (After deducting expenses of the real estate) | Net targeted revenue |
|-----------------------------|-------------------------------|-----------------------|---|---|----------------------|
| Al Jadah Commercial Complex | 335,000,000 | 25,125,000 | 360,125,000 | 23,522,827 | 6.53% |

* Inclusive of RETT and brokerage value.

5. Previous rent revenues targeted for each real estate and percentage thereof of the total rent income:

a. Previous rent revenues targeted for each real estate and percent thereof of the total rent income (based on contracts currently signed)

| Real estate | Rent revenues of 2020 | Percentage of total rental income of 2020 | Rent revenues of 2021 | Percentage of total rental income of 2021 | Rent revenues of 2022 | Percentage of total rental income of 2022 | Rent revenues of 2023 | Percentage of total rental income of 2023 | Rent revenues of 2024 | Percentage of total rental income of 2024 |
|-------------------------------|-----------------------|---|-----------------------|---|-----------------------|---|-----------------------|---|-----------------------|---|
| Alysamin Residential Building | - | 0.00% | - | 0.00% | 434,521 | 0.51% | 1,300,000 | 1.36% | 1,300,000 | 1.36% |

| | | | | | | | | | | |
|--|------------|--------|------------|--------|-------------|--------|--------------|--------|--------------|--------|
| Teqnia Industrial Commercial Complex | 1,288,384 | 1.86% | 8,885,200 | 11.61% | 8,271,975 | 9.73% | 8,271,975 | 8.64% | 8,271,975 | 8.64% |
| Dinar Commercial Building | 9,957,640 | 14.34% | 9,957,640 | 13.01% | 7,273,169 | 8.56% | 8,463,994 | 8.84% | 8,463,994 | 8.84% |
| West Avenue Complex | 25,956,000 | 37.39% | 25,956,000 | 33.92% | 23,157,838 | 27.24% | 21,750,000 | 22.71% | 21,750,000 | 22.71% |
| Vivienda Villas Complex | 12,140,468 | 17.49% | 12,140,468 | 15.87% | 12,140,468 | 14.28% | 12,140,468 | 12.68% | 12,140,468 | 12.68% |
| Khamis Mushait Real Estate | 1,150,000 | 1.66% | - | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% |
| Alshera District Restaurant | - | 0.00% | - | 0.00% | 625,000 | 0.74% | - | 0.00% | - | 0.00% |
| Obhur District Restaurant | 610,000 | 0.88% | 565,522 | 0.74% | 470,815 | 0.55% | 502,500 | 0.52% | 502,500 | 0.52% |
| Elite Mall "The Elite" | 13,315,067 | 19.18% | 16,000,000 | 20.91% | 16,000,000 | 18.82% | 16,000,000 | 16.71% | 16,000,000 | 16.71% |
| An Namudhajyah Hotel Apartments Building | 5,000,000 | 7.20% | 3,013,699 | 3.94% | 1,228,493 | 1.45% | 3,800,000 | 3.97% | 3,800,000 | 3.97% |
| Additional real estate | | | | | | | | | | |
| Al Jadah Commercial Complex | - | 0.00% | - | 0.00% | *15,403,860 | 18.12% | **23,522,827 | 24.57% | **23,522,827 | 24.57% |
| Total | 69,417,559 | 100% | 76,518,529 | 100% | 85,006,139 | 100% | 95,751,764 | 100% | 95,751,764 | 100% |

* The real estate revenues due 2022 has been calculated for the Fund as of the acquisition date of phase 1 (09/02/2022 G) to the year end only according to the signed and available contracts. The net hotel part revenue is SAR 8,567,855 and the commercial part is SAR 6,836,005, noted that such numbers are based on initial unaudited data and exclusive of vacant parts of the real estate.

** The net hotel part revenues is approx. SAR 15,135,205 and the commercial part is SAR 8,387,622 according to the contracts currently signed. Assumption of renting vacant units of the commercial part, which are under renting, has not been taken into account.

b. Previous rent revenues targeted for each real estate and percent thereof of the total rental income (based on contracts currently signed and the assumption of renting vacant parts according to anticipations of the Fund Manager)

| Real estate | Rent revenues of 2020 | Percentage of total rental income of 2020 | Rent revenues of 2021 | Percentage of total rental income of 2021 | Rent revenues of 2022 | Percentage of total rental income of 2022 | Rent revenues of 2023 | Percentage of total rental income of 2023 | Rent revenues of 2024 | Percentage of total rental income of 2024 |
|---|-----------------------|---|-----------------------|---|-----------------------|---|-----------------------|---|-----------------------|---|
| Alysamin Residential Building | - | 0.00% | - | 0.00% | 434,521 | 0.51% | 1,300,000 | 1.30% | 1,300,000 | 1.29% |
| Teqnia Industrial Commercial Complex | 1,288,384 | 1.86% | 8,885,200 | 11.61% | 8,271,975 | 9.73% | 8,271,975 | 8.29% | 8,271,975 | 8.20% |
| Dinar Commercial Building | 9,957,640 | 14.34% | 9,957,640 | 13.01% | 7,273,169 | 8.56% | 8,463,994 | 8.48% | 8,463,994 | 8.39% |
| West Avenue Complex | 25,956,000 | 37.39% | 25,956,000 | 33.92% | 23,157,838 | 27.24% | 21,750,000 | 21.78% | 21,750,000 | 21.55% |
| Vivienda Villas Complex | 12,140,468 | 17.49% | 12,140,468 | 15.87% | 12,140,468 | 14.28% | 12,140,468 | 12.16% | 12,140,468 | 12.03% |
| Khamis Mushait Real Estate | 1,150,000 | 1.66% | - | 0.00% | - | 0.00% | 850,000 | 0.85% | 850,000 | 0.84% |
| Alshera District Restaurant | - | 0.00% | - | 0.00% | 625,000 | 0.74% | 250,000 | 0.25% | 500,000 | 0.50% |
| Obhur District Restaurant | 610,000 | 0.88% | 565,522 | 0.74% | 470,815 | 0.55% | 502,500 | 0.50% | 502,500 | 0.50% |
| Elite Mall "The Elite" | 13,315,067 | 19.18% | 16,000,000 | 20.91% | 16,000,000 | 18.82% | 16,000,000 | 16.03% | 16,000,000 | 15.85% |
| An Namudhajiyah Hotel Apartments Building | 5,000,000 | 7.20% | 3,013,699 | 3.94% | 1,228,493 | 1.45% | 3,800,000 | 3.81% | 3,800,000 | 3.76% |
| Additional real estate | | | | | | | | | | |
| Al Jadah Commercial Complex | - | 0.00% | - | 0.00% | *15,403,860 | 18.12% | **26,511,132 | 26.55% | **27,354,269 | 27.10% |
| Total | 69,417,559 | 100% | 76,518,529 | 100% | 85,006,139 | 100% | 99,840,069 | 100% | 100,933,206 | 100% |

*The real estate revenues due 2022 has been calculated for the Fund as of the acquisition date of phase 1 as of (09/02/2022 G) to the year end only according to the signed and available contracts. The net hotel part revenue is SAR 8,567,855 and the commercial part is SAR 6,836,005, noted that such numbers are based on initial unaudited data and exclusive of vacant parts of the real estate.

** The Fund Manager believes that Al Jadah Commercial Complex acquisition shall have a positive impact on improving the total Fund revenues through the upcoming years, as it is a new real estate located in a high future growth area, increasing the potentiality of raising returns of the hotel part of the real estate, coupled with improving occupancy of the commercial part. Moreover, two of real estate valuers' opinions are matched with the Fund Manager's opinion, in respect of the Fund future revenues.

6. Total and net targeted revenue before and after increasing the total assets value of the Fund:

a. Total and net targeted revenue before and after increasing the total Fund assets value (based on contracts currently signed):

| Statement | 2020 | 2021 | 2022 | 2023 | 2024 |
|--|-------------------|-------------------|---------------|---------------|---------------|
| Total Fund assets value | 1,272,018,719 | 1,009,699,604 | 1,376,670,734 | 1,376,670,734 | 1,376,670,734 |
| Fund capital | 681,086,520 | 681,086,520 | 681,086,520 | 931,086,520 | 931,086,520 |
| Total annual income from real estate (1) | 69,417,559 | 76,518,529 | 85,006,139 | 95,751,764 | 95,751,764 |
| Total revenue to total Fund assets value | 5.46% | 7.58% | 6.17% | 6.96% | 6.96% |
| Total revenue to Fund capital | 10.19% | 311.2% | 12.48% | 10.28% | 10.28% |
| Total Fund expenses (2) | 15,382,669 | 14,121,236 | 21,417,055 | 22,898,552 | 20,314,552 |
| Annual payment for financing profit margin (3) | 14,944,759 | 9,361,034 | 21,318,147 | 25,276,412 | 25,276,412 |
| Net revenue before consumption and provisions | 39,090,131 | 53,036,259 | 42,270,937 | 47,576,799 | 50,160,799 |
| Net revenue to total Fund assets value (4) | 3.07% | 5.25% | 3.07% (5) | 3.46% (5) | 3.64% (5) |
| Net revenue to Fund capital (6) | 5.74% | 7.79% | 6.21% | 5.11% | 5.39% |

(1) These figures represent the annual income of properties after deducting expenses of the properties management, operation and maintenance.

(2) For total Fund expenses of the upcoming years, they have been calculated as per the maximum of expenses mentioned in the Fund terms and conditions, which may not be paid through the specified year.

(3) It is assumed that the annual interest average is 5.50% for 2023 G and 2024 G.

(4) In the event that the increase is made by the minimum, the net revenue to the total assets value from 2022 G to 2024 G will respectively be 3.03%, 2.92% and 3.10%.

(5) The main reason of decreasing revenues is the assumption of raising the interest rates and financing costs.

(6) In the event that the increase is made by the minimum, the net revenue to the Fund capital from 2022 G to 2024 G will respectively be 6.12%, 5.04% and 5.37%.

Total and net targeted revenue before and after increasing the total Fund assets value (based on contracts currently signed and the assumption of renting vacant parts according to the Fund Manager's anticipations):

| Statement | 2020 | 2021 | (1) 2022 | (1) 2023 | (1) 2024 |
|---|-------------------|-------------------|------------------|------------------|------------------|
| Total Fund assets value | 1,272,018,719 | 1,009,699,604 | 1,376,670,734 | 1,376,670,734 | 1,376,670,734 |
| Fund capital | 681,086,520 | 681,086,520 | 681,086,520 | 931,086,520 | 931,086,520 |
| Total annual income from real estate (2) | 69,417,559 | 76,518,529 | 85,006,139 | 99,840,069 | 100,933,206 |
| Total revenue to total Fund assets value | 5.46% | 7.58% | 6.17% | 7.25% | 7.33% |
| Total revenue to Fund capital | 10.19% | 11.23% | 12.48% | 10.72% | 10.84% |
| Total Fund expenses | 15,382,669 | 14,121,236 | 21,417,055 | 19,915,783 | 17,331,783 |
| Annual payment for financing profit margin (3) | 14,944,759 | 9,361,034 | 21,318,147 | 25,276,412 | 25,276,412 |
| Net revenue before consumption and provisions | 39,090,131 | 53,036,259 | 42,270,937 | 54,647,873 | 58,325,010 |
| Net revenue to total Fund assets value⁽⁴⁾ | 3.07% | 5.25% | 3.07% (5) | 3.97% (5) | 4.24% (5) |
| Net revenue to Fund capital (6) | 5.74% | 7.79% | 6.21% | 5.87% | 6.26% |

(1) These figures represent the Fund Manager's anticipations for the Fund total income and expenses according to the previous and expected performance.

(2) These figures represent the annual income of properties after deducting expenses of the properties management, operation and maintenance.

(3) It is assumed that the annual interest average is 5.50% for 2023 G and 2024 G.

(4) In the event that the increase is made by the minimum, the net revenue to the total assets value from 2022 G to 2024 G will respectively be 3.03%, 3.43% and 3.70%.

(5) The main reason of decreasing revenues is the assumption of raising the interest rates and financing costs.

(6) In the event that the increase is made by the minimum, the net revenue to the Fund capital from 2022 G to 2024 G will respectively be 6.12%, 5.93% and 6.39%.

❖ Statement of assumptions calculation of expected and targeted revenues provided in the aforesaid paragraphs 5 and 6:

- A financial study of the Fund future revenues has been prepared based on information of certified valuers' reports, as the following is assumed:
 - Assumption of growth and improvement of the occupancy percent for the commercial part of the additional real estate in a conservative and gradual manner, at a percent of 5% annually, to reach 90% for the commercial sector in 2024 G, and an improvement in occupancy for the hotel sector.
 - Average financing cost for the period at 5.5% annually.
 - Any capital revenues of the natural increase of the assets value have not been added nor assumed.
 - The Fund Manager believes that circumstances of the hotel sector in Riyadh will positively affect the improvement of the real estate and the Fund performance through the upcoming period, in particular, that the most hotel operation expenses are fixed and do not increase with the revenues increase, resulting in increasing the profit margin for the high occupancy rates.
 - The Fund Manager believes that the real estate is located in a high future growth area and revenues of the real estate mentioned in the aforesaid table are conservative. In addition, higher revenues can be achieved, in the event that financing costs return to decrease and the occupancy rate to be faster than assumed by the certified valuers.

- One of the main objectives of the real estate acquisition process is to maintain the stability of the Fund distributions in the medium and long-term, and to distribute risks by diversifying the real estate assets portfolio based on the activity and geographical area, in particular, as the real estate is well exposed to the hotel sector, coupled with understanding of positive developments resulting from the KSA Vision 2030 programs, in particular, increasing the contribution of the tourism sector to the Saudi economy. Furthermore, the real estate is characterized by its closeness from the airport, universities, Riyadh Front and Sedra By Roshn Project with various activities of the diversity and integration of the activities in the real estate.

7. Real estate valuation targeted to be acquired

The additional real estate has been valued according to the average calculation of 2 independent valuations obtained by the Fund Manager. The following are basic data and information on the additional real estate valuations as of the date of this annex preparation, and they are always changeable, in particular, for multi-lessees real estate, due to renewal and/or replacement of lessees.

| Valuer 1 - Estand Valuation | | |
|---------------------------------------|----------------------------|---|
| Valuation method | Valuation report date | Company valuation |
| Discounted cash flow method (DCF) | 16/01/2023 | SAR 343,400,000 |
| Valuer 2 -Valie Real Estate Appraisal | | |
| Valuation method | Valuation report date | Company valuation |
| Income method-DCF method | 15/01/2023 G | SAR 340,071,000 |
| Real estate valuation average | Real estate purchase value | Percentage of the difference between the purchase value of the additional real estate asset and the average valuation of the additional real estate asset |
| 341,735,500 | SAR 335,000,000 | 2.01% |

C. Offering of the total Fund assets value increase

1. Total Fund assets value before and after the increase

| Item | Amount (SAR) |
|---|---------------|
| Total Fund assets value before the increase | 1,009,699,604 |
| Total Fund assets value after the increase according to the maximum | 1,376,670,734 |
| Total Fund assets value after the increase according to the minimum | 1,376,670,734 |

* According to the last audited financial statements on 31 December 2021

2. Number of units before and after increasing the total assets value of the Fund

| Units No. | Item |
|------------------|--|
| 68,108,652 units | Number of units before increasing the total assets value of the Fund |

| | |
|-------------|--|
| [•] Unit* | Number of units after increasing the total assets value of the Fund to the minimum |
| [•] Unit* | Number of units after increasing the total assets value of the Fund to the maximum |

*The unit price will be determined according to the average of trade price in the market for 5 days, which are expired 3 trade days before the offering commencement the ("targeted offering price") with 10% deduction on the average of trade price. Determination of the cash unit price will result in determining the unit numbers to be issued in the nominal value in exchange for such subscriptions.

Ownership of public investors before and after increasing the total assets value of the Fund

| Ownership percentage | Item |
|----------------------|--|
| 54.39% | Public ownership before increasing the total assets value of the Fund* |
| 66.65% | Public ownership after increasing the total assets value of the Fund to the maximum* |
| 60.85% | Public ownership after increasing the total assets value of the Fund to the minimum* |

*According to the record of unitholders on 29/12/2022 G.

** It is assumed that units number owned by the current VIP unitholders and the Fund Manager and its affiliates are fixed.

3. Additional offering proceeds details

| Statement (maximum) | Amount at the maximum (SAR) | Amount at the minimum (SAR) |
|--|-----------------------------|-----------------------------|
| New real estate purchase price (phase 2) | 121,893,507 | 121,893,507 |
| Brokerage and RETT (1) | 9,142,013 | 9,142,013 |
| Transaction Charge (2) | 0 | 0 |
| Capital structuring charges (3) | 0 | 0 |
| Financing structuring charges (4) | 0 | 0 |
| Offering manager and receivers charges | 2,544,000 | 2,544,000 |
| Fund units registration and inclusion fees | 40,000 | 40,000 |
| Partial payment of the current financing | 116,380,480 | - |
| Withdrawn financing | - | -18,760,672 |
| Total | 250,000,000 | 114,858,848 |

(1) Paragraph (12 "Fees, service compensation and commissions") in the Fund terms and conditions and paragraph ("e") of the current annex stipulated that the brokerage of purchasing real estates shall be 2.5% of the real estate acquisition value as maximum. Such brokerage shall be calculated and paid upon conveyance for the broker's interest.

(2) The Fund Manager shall assign the transaction charges for the Fund interest in the additional offering.

(3) The Fund Manager shall assign the capital structuring charges for the Fund interest in the additional offering.

(4) The Fund Manager shall assign the financing structuring charges for the Fund interest in the additional offering.

4. Fund Manager's subscription throughout the additional offering period

The Fund Manager may invest in the Fund, from time to time, and will disclose any of its investments in the Fund by the end of each financial year in the financial disclosure summary. The Fund Manager can financially subscribe in the offering of additional units including the process of increasing the total Fund assets value through the additional offering.

5. Detailed statement of information on the real estate owners, who will subscribe in-kind

The 2 sellers of Al Jadah Commercial Complex (Hotel Commercial Part) will obtain 3,556,911 in-kind units at the targeted subscription price according to paragraph 8.2 herein. In-kind units will be offered by the nominal value. In the event that the subscription price is lower than the nominal value, the difference will be recorded as an offering deduction under the section of net liabilities value for the unitholders in the financial statements. The following table shows the details of unit numbers for each seller:

| Subscriber | Units No. | Percentage of each in-kind subscriber from the total in-kind subscriptions in the increase | Percentage of total units after increasing the total assets of the Fund to the minimum) | Percentage of total units after increasing the total assets of the Fund to the maximum) |
|--|-----------|--|---|---|
| Abdulaziz Bin Mohammed Bin Abdulaziz Al-quasem | 2,560,976 | 72% | [•] % | [•] % |
| Ahmed Bin Abdulllah Bin Ottman Al-salama | 995,935 | 28% | [•] % | [•] % |

6. Total increase of the total Fund assets value (nominal value)

| Total increase of the total Fund assets value (the minimum) | Total increase of the total Fund assets value (the maximum) |
|---|---|
| SAR 366,971,130 | SAR 366,971,130 |

| Item | Minimum | Maximum |
|------------------------------------|--------------------|--------------------|
| Cash subscription (Saudi Riyal) | 79,289,738 | 214,430,890 |
| In-Kind Subscription (Saudi Riyal) | 35,569,110 | 35,569,110 |
| Financing (SAR) | 252,112,282 | 116,971,130 |
| Total | 366,971,130 | 366,971,130 |

7. Expected Timetable for the Additional Offering

Below is a timetable for the steps of offering additional units in the Fund, allocation to unitholders, transferring ownership, and requesting registration and listing of units in the Saudi Stock Exchange (Tadawul):

| Procedure | Expected Term |
|--|--|
| Unitholder approval on increasing the total value of the Fund's assets | No later than 20 business days from the date of obtaining the CMA approval on the Supplementary Annex. |
| Preparation and coordination with the receiving parties on offering additional units | 15 business days from the date of obtaining the unitholder approval on increasing the total value of the Fund's assets. |
| Additional offering period | 10 business days starting immediately after the end of the preparation and coordination with the receiving parties period described above. |

| | |
|---|--|
| Extending additional offering period | 10 business days |
| Announcing the additional offering results. | No later than 10 business days from the expiry date of additional offering period |
| Allocation of additional units (in-kind and cash) by the Fund Manager | No later than 15 business days from the expiry date of additional offering period |
| Surplus refund | No later than 15 business days from the expiry date of additional offering period |
| Acquisition and transfer of ownership of the new real estate and listing of additional units | No later than 60 business days from the expiry date of additional offering period |
| Cancellation and redemption | In case the offering is cancelled , all subscription amounts will be refunded within a maximum of 5 business days from the expiry date of additional offering period |

8. The mechanism to be followed by the Fund Manager in accepting subscription and allocating units to subscribers

8.1. Subscriptions

The Fund plans to increase the Fund's total assets by issuing additional in-kind and cash units as described below. The number of Fund additional cash units will be determined depending on the coverage of subscriptions during the offering period, with a minimum nominal value of SAR 79,289,738 and a maximum nominal value of SAR 214,430,890 or any other amount in-between them to be collected during the offering period. In the case of the minimum or more than that, up to the maximum, the subscription full amounts will be allocated, and in the case of the value of the subscriptions exceeds the maximum, the surplus will be refunded after allocating the units according to the allocation mechanism set out in Paragraph 8.6. It should be noted that the variable fees related to the volume of the subscriptions actually collected will be collected as per the volume of the increase actually collected. Further, the financing withdrawn from the financing available to complete the acquisition of the property in the case of the minimum is SAR 18,760,672, and in the case of the maximum, there will be no withdrawal from the available financing, as the cash surplus from the subscriptions will be used to pay part of the current financing.

Assuming a Minimum Limit:

The Fund plans to increase the Fund's total assets by issuing additional units at the target subscription value assuming a minimum and a nominal value of SAR 114,858,848 (the nominal value of the additional offering at the minimum). Based on the pricing mechanism for the additional units set out in Paragraph 8.2, the target subscription price for the unit has been approved so that it is equal to the average closing price for five (5) trading days ending three days before the offering, less 10%, therefore, the additional units will be offered, provided that the total value of the additional units offered at nominal value is equal to SAR 114,858,848 , and the number of additional units offered in cash will be determined after determining the target subscription price.

If the target subscription price is lower than the nominal value, the difference will be registered as an issuance discount under the section of the net assets attributable to the unitholders in the financial statements. It is targeted to obtain the total value of additional units, assuming a minimum, by:

- (A) Offering additional in-kind units for the benefit of the property owners, with a number of 3,556,911 in-kind units, at the target subscription price. The in-kind units will be issued at the nominal value, and if the target subscription price is lower than the nominal value, the difference will be registered as an issuance discount under the section of the net assets attributable to the unitholders in the financial statements.
- (B) Offering cash units to investors against their cash contribution, with a nominal value of SAR 79,289,738, at the unit target subscription price.

Thus, the total capital of the Fund (by nominal value) after offering additional units is SAR 795,945,368, with a total number of units to be determined after determining the target subscription price.

Assuming a Maximum Limit:

The Fund plans to increase the Fund's total assets by issuing additional units at the target subscription value assuming a maximum and a nominal value of SAR 250,000,000 (the nominal value of the additional offering at the maximum). Based on the pricing mechanism for the additional units set out in Paragraph 8.2, the target subscription price for the unit has been approved so that it is equal to the average closing price for five (5) trading days ending three days before the offering, less 10%, therefore, the additional units will be offered, provided that the total value of the additional units offered is equal to SAR 250,000,000, and the number of additional units offered in cash will be determined after determining the target subscription price.

If the target subscription price is lower than the nominal value, the difference will be registered as an issuance discount under the section of the net assets attributable to the unitholders in the financial statements. It is targeted to obtain the total value of additional units, assuming a maximum, by:

- (A) Offering additional in-kind units for the benefit of the property owners, with a number of 3,556,911 in-kind units, at the target subscription price. The in-kind units will be issued at the nominal value, and if the target subscription price is lower than the nominal value, the difference will be registered as an issuance discount under the section of the net assets attributable to the unitholders in the financial statements.
- (B) Offering cash units to investors against their cash contribution, with a nominal value of SAR 214,430,890, at the unit target subscription price.

Thus, the total capital of the Fund (by nominal value) after offering additional units is SAR 931,086,520, with a total number of units to be determined after determining the target subscription price.

The additional units will be offered through the additional offering in accordance with the Real Estate Investment Funds Regulations. **The period of the additional offering will be ten (10) business days starting from Thursday 24/08/1444 AH corresponding to 16/03/2023 G and ending on Wednesday 07/09/1444 AH corresponding to 29/03/2023 G (“Additional Offering Closing Date”).** Such period may be extended for a period of 10 business days. The offering period shall be within a period not exceeding six (6) months from the date of the CMA's approval on increasing the total value of the Fund's assets.

Note that if the target cash subscriptions do not cover the minimum increase in the total value of the fund's assets during the additional offering period, the Fund Manager may extend the offering period for a period of 10 business days as necessary to cover the increase in the target total value of the Fund's assets, after notifying CMA, In case of failure to cover the minimum cash contributions, the additional offering is cancelled and the subscribers' funds are returned without any

deduction within a period not exceeding (5) days from the end of the offering period as described in article 8.5 (cancellation and redemption).

8.2. Additional Unit Pricing Mechanism

Determining the subscription price for the additional units will be based on the average closing price for five (5) trading days ending three days before the offering, less 10%, noting that the Fund Manager will rely on a unified pricing mechanism for in-kind and cash subscriptions. If the target subscription price is lower than the nominal value, the difference will be registered as an issuance discount under the section of the net assets attributable to the unitholders in the financial statements. If the target subscription price is equal to the nominal value, no difference will be registered as an issuance discount or share premium. Based on the target subscription price, the value of the issuance discount will be determined after determining the offering volume of the total increase in the Fund's total asset value. The subscription price consists of two decimal places, so that it is, for example, SAR 9.89 per unit.

8.3. Mechanism for Dealing with Unit Decimal Form of Fractions

The Fund Manager will add the additional unit fractions resulting from the increase in the total value of the Fund's assets and distribute them proportionately to the beneficiaries of these fractions after aggregating and converting them into correct numbers according to the ownership percentages of the unitholders.

8.4. Minimum and Maximum Subscription

- The minimum subscription during the additional offering period for each investor is (SAR 500) five hundred Saudi riyals.
- The maximum subscription during the additional offering period for each investor is (SAR 37,500,000) thirty-seven million five hundred thousand Saudi riyals.

8.5 Cancellation and redemption

The additional offering shall be canceled and all subscription amounts received shall be refunded to the investors in the following cases (unless otherwise is decided by CMA):

- a. Failure to collect the target total value of the Fund's assets after the additional offering closing date, or to extend the same after the notification of the CMA.
- b. Non approve of listing the units for any reason by CMA
- c. Failure to transfer the ownership of the assets of the additional investment portfolio in favor of the Fund.

In case the additional offering is cancelled, all subscription amounts and subscription fees received will be refunded within a maximum of 5 business days from the date of cancellation without deduction of any commissions, penalties or any other amounts from the subscription amounts from the investors .

8.6. Allocation

The receiving party/parties appointed by the Fund Manager shall notify each investor within a maximum of 10 business days from the additional offering closing date with the acceptance or rejection of the subscription application, whether in whole or in part. In case the subscription is accepted, confirmations will be sent to the subscribers including the approved

subscription amount, which may be subject to change after the final allocation of additional units. In case an investor subscription amount is rejected (whether in whole or in part) or is reduced after the final allocation, the unacceptable portion of the subscription amount will be refunded to the investor's investment account mentioned in the subscription form within 15 business days from the date of allocation (without any returns less any bank charges, wire transfers or currency exchange fees incurred).

The Fund Manager shall follow the below mechanisms to allocate units after the additional offering closing date:

A. Allocation of issued in-kind units:

Allocating 3,556,911 units as in-kind units to the property owners, each as per their percentage in the property ownership.

B. Allocation of cash units:

1. Allocating the cash units offered firstly to the Fund's registered unitholders at the unitholders meeting day, who is wishing to subscribe to the additional cash units. The allocation shall be at a maximum percentage of each unitholder's ownership on that meeting day.
 2. Allocating the remaining cash units after the procedure in Paragraph (1) to the fund's registered unitholders at the unitholders meeting day, with regards to whatever exceeds the unitholders ownership percentage of the Fund at that day. This is proportional to the size of the additional subscription for unitholders without applying a maximum for subscribers of this category.
 3. Allocating %20 of the remaining portion after the procedure in paragraph (2) for institutional investors. However, if they fail to cover that portion, the remaining will be allocated to the rest of the subscribers as described in paragraph (4).
 4. Allocating the remaining additional cash units (if any) to the rest of the registered and non-registered institutional and individual investors on the unitholders meeting day for increasing the total value of the Fund's assets.
- The Fund Manager shall submit the offering results to the CMA within (10) business days and announce them on the Fund Manager's website and the Tadawul's website.
 - After the end of the offering period, if the total subscription amounts collected from all investors (including the in-kind subscription) are less than the minimum amount required to be collected of SAR 114,858,848 in nominal value, all subscription amounts will be refunded to the investors (without any deduction except for bank charges) within 5 business days from the expiry date of additional offering period, maximum, unless the offering period is extended.
 - After the end of the offering period, if the total subscription amounts collected from all investors (including the in-kind subscription) are equal to or more than the minimum required to be collected to increase the Fund's capital of SAR 114,858,848 at nominal value, subscriptions will be accepted up to a maximum amount of SAR 250,000,000 at nominal value, which is the maximum increase of the Fund's capital.

8.7. Qualified Investors

Subscription to the additional units during the additional offering period shall be available to the following categories: (a) natural persons, (b) institutions, companies, investment funds and other legal entities located in the Kingdom of Saudi Arabia and (c) other investors who are allowed to own shares listed in the Saudi Stock Exchange (Tadawul).

9. Receiving Parties

| | | |
|---|-----------------|---|
| 1 | Name | Bank AlJazira |
| | Address | King Abdul Aziz Road, Riyadh, P.O. Box 21442, Jeddah 6277, Kingdom of Saudi Arabia Tel:+966 12 609 8888 |
| | Website: | www.baj.com.sa |

| | | |
|---|-----------------|--|
| 2 | Name | Al Rajhi Bank |
| | Address | King Fahd Road - Al-Morouj Dist. 55560, Riyadh 2743, Kingdom of Saudi Arabia. |
| | Website: | www.alrajhibank.com.sa |

D. Additional risks related to the increase in the total value of the Fund's assets

Introduction to Risks:

In addition to the risks of investment in the Fund as prescribed in the terms and conditions, and bearing in mind that investment in the Fund involves many risks and is only suitable for investors who are fully aware of the investment risks and can bear those risks, potential investors must evaluate the considerations contained in the terms and conditions, this supplementary annex and others carefully when making their decisions. The Fund Manager may not undertake that other risks omitted by the Fund Manager will not appear in the future and other risks may be exist without Fund Manager knowledge, or factors that the Fund Manager believes are not currently important while they may become important in the future due to changing market conditions, and therefore it did not mention them in this paragraph.

Furthermore, the Fund Manager may not undertake that it will be able to achieve the objectives of the Fund, achieving a positive return on investors' investments, nor that investors will not refund a value less than their investments when the Fund is liquidated, and that the unit price will not be less than the value of the initial investment. Each investor shall be ar full liability for any financial losses resulting from investing in the Fund, unless such loss is due to fraud, material negligence, or misconduct on the part of the Fund Manager in accordance with the provisions of the Real Estate Investment Funds Regulations and instructions of the Real Estate Investment Traded Funds.

1. Risks Involved in reducing the value of the contribution in case of increasing the total value of the Fund's assets:

The decision to increase the value of the Fund's assets may require more financing by the issuance of additional units, which may result in a reduction in the ownership percentage and voting rights of the current unitholders, as well as their unit percentage in the total subscription amounts contributed to the Fund.

2. Risks Involved in the Previous Operational History of the New Property:

The Fund has no operational history. Potential investors can judge the property's performance and impact on Fund's revenues. Although the Fund Manager has broad experience in funds management, the nature of future investments and related risks may vary significantly from the investments and strategies conducted by the Fund Manager previously.

3. Risks Involved in Hotel and Hospitality Market

The performance of the Fund will be affected by factors affecting the hotel industry in general. These factors may include factors related to demand levels, including any economic contraction, any disease or epidemics spread, quarantine or public health related restrictions, or any laws or regulations (including those related to taxes and fees), disruption to local, national or international transportation services, restrictions, embargoes or any similar situation. In addition, the seasonal nature of the hotel industry may have a material negative impact on the new real estate assets that are used in the hotel industry, as the hotel industry is characterized by its seasonal nature, and achieves generally the highest occupancy rates in certain seasons such as holidays or in the event of large-scale events or exhibitions. This seasonal nature is expected to cause periodic fluctuations in room revenues, prices, occupancy rates and operating expenses.

4. Risks Involved in Real Estate Transaction Tax

The Kingdom of Saudi Arabia imposed a tax on real estate transactions, according to the Real Estate Transaction Tax ("RETT") Implementing Regulations issued by Royal Decree No. (A/84) dated 14/02/1442 AH. According to this Regulation, a 5% RETT of the value of the property must be paid to the Zakat, Tax and Customs Authority ("ZATCA") when carrying out any acquisition or any legal disposition transferring the ownership of the property or its benefit. Under this decision, real estate transactions on real estate are exempted from the 15% VAT and it is replaced by the aforementioned RETT from the value of the property Accordingly, in the event that the government of the Kingdom of Saudi Arabia decides to increase the percentage of RETT, or if it decides to re-apply the 15% VAT, this will negatively affect the results, operations, financial position of the Fund and future prospects. In addition, the RETT is not refundable, and therefore this may limit the purchasing power of the Fund and thus may have a material negative impact on the Fund's business, financial position and cash flows of the Fund.

5. Natural Disasters:

Real estate assets may be subject to material damage caused by fire, storms, earthquakes, or other natural disasters, or by other causes such as political unrest or health epidemics. In the event of any such event, the Fund may lose the capital invested in real estate assets, as well as the expected revenues. In addition, no guarantee can be given that resulting losses (including loss of rental income) may be fully compensated under insurance cover (if any) and there are certain types of risks and losses (for example, losses arising from political unrest, acts of war or certain natural disasters or health epidemics) may not be economically or generally insurable. If any of these events occur, it may have a material negative impact on the Fund's business, financial position and cash flows.

E. Fees, Service Compensation, Commissions and Management Fees

1. Outline of all fees and expenses incurred by the Fund assets

The following table outlines fees and expenses:

| Description | Value, Calculation and Payment Method |
|--|--|
| Subscription fee | 2.0% of the initial subscription value or any additional subscription value, to be added to the subscription amount. (The Fund Manager has waived all cash and in-kind subscription fee in the second additional offering). |
| Management fees | 1% annually of the Fund's total asset value, after deducting expenses, to be calculated and paid every six months. |
| Custody fee | A maximum of 0.04% annually of the Fund's assets value, to be calculated and paid quarterly. |
| Fees for registering and listing units on Saudi Stock Exchange (Tadawul): | <p>Unitholders Register Setting up fee: SAR 50,000 plus SAR 2 for each investor, subject to a maximum of SAR 500,000.</p> <p>Unitholder Register Management fee: SAR 400,000 annually, which may vary from time to time depending on the Fund's capital size.</p> <p>Initial listing fee of Fund's Units: SAR 50,000</p> <p>Continuous listing fee of Fund's Units: 0.03% of the market value of the Fund annually, subject to a minimum of SAR 50,000 and a maximum of SAR 300,000.</p> |
| Auditor's fees | SAR 60,000 annually, to be calculated and paid semi-annually. |
| Board Members Remuneration | SAR 5,000 for each independent board member per meeting, subject to a maximum of SR 3A0,000 annually for each independent member, to be calculated and paid immediately after each meeting. |
| Sharia Board Remuneration | SAR 33,000 annually, to be calculated cumulatively for each calendar day and paid on an annual basis. |
| Regulatory fees | SAR 7,500 annually, to be calculated cumulatively for each calendar day and paid on an annual basis. |
| Publication fee (Tadawul website) | SAR 5,000 annually, to be calculated cumulatively for each calendar day and paid upon claim. |
| Real estate valuer fee | According to the prevailing market prices, to be paid upon providing the service. |
| Brokerage commission fee | 2.5% of the real estate acquisition value, to be calculated and paid upon delivery of the property in the favor of the real estate broker. The real estate broker may be a related party. |
| Property manager fee | From 1.75 % to 10% of the cash rental value collected, to be calculated and paid semiannually or upon claim. |
| Property development and improvement expenses | According to the prevailing market prices. |
| Finance expenses | According to the prevailing market prices. |
| Capital structure fee | The Fund pays fees to the Fund Manager or any other party for capital structure, at a maximum of 1% of the total of any subscription amounts collected during future offering periods or upon collecting any other subscription amounts, whether in cash (by issuing priority rights) or in-kind, noting that the Fund Manager has waived the capital structure fee in the favor of the Fund in the second additional offering. |

| | |
|------------------------------------|---|
| Financing structure charges | The Fund pays fees to the Fund Manager or any other party for financing structure, at a maximum of 1% of the total amount withdrawn subject to any bank facilities, noting that the Fund Manager has waived the financing structure fee in the favor of the Fund in the second additional offering. |
| Transaction Charges | The Fund pays to the Fund Manager a maximum of 1% of the sale or acquisition value of any real estate asset throughout the Fund life. Noting that the Fund Manager has waived the transaction fee in the favor of the Fund in the second additional offering. |

- a. The Fund Manager confirms, to the best of its knowledge, that the fees mentioned in the above table represent all the fees imposed on the Fund.
- b. Annual costs are not expected to exceed 1.25% of the Fund's assets value excluding finance, depreciation and impairment of real estate assets, except for any non-recurring or unspecified fees by the payable party, such as valuation fees.
- c. The Fund shall be liable for any other expenses and fees due to third parties dealing with the Fund, including but not limited to insurance, real estate broker, real estate developer, legal, municipal, government, engineering consultant, surveyor, architect and interior designer fees. These fees shall not be paid to the Fund Manager and cannot be pre-estimated and will be deducted based on actual cost after obtaining the approval of the Fund Board of Directors. Details of such expenses can also be found in financial disclosure summary included in these Terms and Conditions.
- d. The Fund shall be liable for all fees that may be imposed by the official authorities in the Kingdom as a result of the Fund's performance of its obligations under these Terms and Conditions. In addition, the Fund shall bear all marketing costs for its products in accordance with the best marketing offers approved by the Fund Board of Directors. Details of such expenses can also be found in financial disclosure summary included in these Terms and Conditions. The Fund does not intend to provide any discount for or waive the expenses.
- e. All fees and charges mentioned herein and/or any related documents do not include VAT unless otherwise specified. If VAT is imposed on any service provided to the Fund, the Fund will pay the Service Provider (in addition to any other charges or expenses) a sum equal to the value of the VAT on the VAT invoice of the Service concerned. The Customer will pay the VAT to the Fund (in addition to any other charges or expenses)
- g. The Fund Manager may waive all or part of the above-mentioned dues, in the event that the value of the actual expenses paid to third parties is less than the value mentioned in this publication.
- h. Cases in which the Fund Manager may waive or discount the dues of the Fund assets:

The Fund Manager has no intention of offering a discount or waiving any expenses or fees, except as indicated herein regarding the Fund Manager's waiver of transaction charges, capital structure charges and financing structure charges. Furthermore, it is also noteworthy that the Fund Manager will not receive subscription fee for cash or in-kind subscriptions in the second additional offering

2. Percentage of costs out of the Fund's total asset value

| Costs Percentage* | Percentage Type |
|-------------------|---|
| 3.04% | The percentage of recurring Fund costs to the Fund's total asset value before increasing the value of Fund's total asset** |
| 3.31% | The percentage of recurring Fund costs to the Fund's total asset value after increasing the maximum value of the Fund's total asset ** |
| 3.85% | The percentage of recurring Fund costs to the Fund's total asset value after increasing the minimum value of the Fund's total assets** |
| 0.31% | The percentage of non-recurring Fund costs to the Fund's total asset value before increasing the value of the Fund's total asset *** |
| 0.19% | The percentage of non-recurring Fund costs to the Fund's total asset value after increasing maximum value of the Fund's total asset *** |
| 0.19% | The percentage of non-recurring Fund costs to the Fund's total asset value after increasing the minimum value of the Fund's total assets*** |

* It was assumed that the Fund's expenses were calculated at a maximum limit in accordance with the Terms and Conditions, which exceeds the actual expenses of previous years.

** Not inclusive of consumption expenses.

*** Represented in the expenses of acquiring the new property and offering.

3. Fee calculation mechanism:

| Fee Type | The percentage/ amount charged | Calculation method | Recurring payment of fees |
|--|---|---|-----------------------------------|
| Subscription fee | 2.0% | of subscription amount | Once upon subscription |
| Management fees | 1.0% | of the total value of the Fund's assets as valued according to the latest valuation as per the latest audited financial statements. | Paid semi-annually in advance. |
| Custody fee | with a maximum of 0.04% annually | of Fund's total assets value, as per the Fund's latest financial statements | Calculated and paid quarterly |
| Unitholders Register Setting up service | A fixed sum of SAR 50,000 plus SAR 2 for each investor, subject to a maximum of SAR 500,000 due and payable to the Saudi Stock Exchange (Tadawul). | | Once upon setting up the register |
| Unitholder register management service | An amount of SAR 400,000 is due and payable to the Saudi Stock Exchange (Tadawul). | It may change based on the Fund's capital value. | Paid annually |
| Initial listing service for Fund units | An amount of SAR 50,000 is due and payable to the Saudi Stock Exchange (Tadawul). | Fixed sum | Paid once |
| Continuous listing service | Fees of 0.03% of the Fund's market value annually, subject to a minimum of SAR 50,000 and a maximum of SAR 300,000, are due and payable to Tadawul. | | Paid annually |
| Auditor's fees | SAR 60,000 | Fixed amount paid semi-annually | Paid annually |

| | | | |
|--|---|---|---|
| Board Members Remuneration | An amount of SAR 5,000 for each independent member for each meeting, subject to a maximum of SAR 30,000 for each independent member | Calculated for each meeting and paid immediately after the meeting | Paid annually |
| Sharia Board Remuneration | SAR 33,000 | Calculated cumulatively each calendar day. | Paid annually |
| Regulatory fees | SAR 7,500 | Calculated cumulatively each calendar day | Paid annually |
| Publication fee (Tadawul website) | SAR 5,000 | Calculated cumulatively and paid for each calendar day. | Paid once upon claim. |
| Real estate valuer fee | According to the prevailing market prices. | According to the prevailing market mechanism | Paid once upon service delivery |
| Brokerage commission fee | A maximum of 2.5% of the property acquisition value. | To be calculated and paid upon delivery of the property in the favor of the real estate broker. The real estate broker may be a related party | Paid once upon service delivery |
| Property manager fee | From 1.75 % to 10% of the cash rental value collected | | Semi-annually or upon claim. |
| Property development and improvement expenses | According to the prevailing market prices. | According to the prevailing market mechanism | Paid once upon service delivery |
| Finance expenses | According to the prevailing market prices. | According to the bank facilities contracts signed by the Fund Manager | According to the bank facilities contracts signed by the Fund Manager |
| Capital structure fee | The Fund pays fees to the Fund Manager or any other party for capital structure, at a maximum of 1% of the total of any subscription amounts collected during future offering periods or upon collecting any other subscription amounts, whether in cash (by issuing priority rights) or in-kind, noting that the Fund Manager has waived the capital structure fee in the favor of the Fund in the second additional offering. | | Paid once immediately after the closing of any capital-raising transaction |
| Financing structure charges | The Fund pays fees to the Fund Manager or any other party for financing structure, at a maximum of 1% of the total amount withdrawn subject to any bank facilities, noting that the Fund Manager has waived the financing structure fee in the favor of the Fund in the second additional offering. | | Paid once immediately after withdrawing any amount from the bank facilities available to the Fund |
| Transaction Charges | The Fund pays to the Fund Manager a maximum of 1% of the sale or acquisition value of any real estate asset throughout the Fund life, noting that the Fund Manager has waived the transaction charges in the favor of the Fund in the second additional offering. | | Paid once immediately after the closing of any real estate asset sale or purchase transaction |

4. Presumed Investment for a Unitholder

The following presumed investment illustrates the method of calculating recurrent and non-recurrent fees and expenses based on the numbers shown herein to invest an amount of SAR (1,000,000) for a period of ten years (Investment Duration):

| | |
|---|---------------|
| The amount of financing after the increase to the maximum value | 459,571,130 |
| Investment amount | 1,000,000 |
| The number of units generated by the investment amount | 100,000 |
| The number of Fund units before the increase | 68,108,652 |
| The number of Fund units after the increase | 93,108,652 |
| Total assets after the increase to the maximum value | 1,376,670,734 |
| The percentage of the invested amount of the Fund's capital in the first year (before the increase) | 0.15% |
| The percentage of the invested amount of the Fund's capital in the second and following years (after the increase by the maximum value) T | 0.11% |

Note:

- The figures shown in this presumed example are based on the case of increasing the Fund's capital by the maximum value and do not reflect the case of an increase by the minimum value.

| | Percentage/ amount | First year | | Second Year (*) | | Third Year and following year | |
|--------------------------------|--------------------|--------------------------|---|--------------------------|---|-------------------------------|---|
| | | Fees charged on the Fund | The amount to be incurred by the unitholder, which represents 0.15% | Fees charged on the fund | The amount to be incurred by the unitholder, which represents 0.11% | Fees charged on the Fund | The amount to be incurred by the unitholder, which represents 0.11% |
| Recurring fees and expenses | | | | | | | |
| Auditor's fees | 60,000 | 60,000 | 88.09 | 60,000 | 64.44 | 60,000 | 64.44 |
| Custody fee of total assets | 0.04% | 550,668 | 808.51 | 550,668 | 591.43 | 550,668 | 591.43 |
| Annual listing fees in Tadawul | 300,000 | 300,000 | 440.47 | 300,000 | 322.20 | 300,000 | 322.20 |
| Unitholder Register Management | 400,000 | 400,000 | 587.30 | 400,000 | 429.61 | 400,000 | 429.61 |

| | | | | | | | |
|---|---------|-------------------|---------------|-------------------|---------------|-------------------|---------------|
| Regulatory fees | 7,500 | 7,500 | 11.01 | 7,500 | 8.06 | 7,500 | 8.06 |
| Publication fee (Tadawul website) | 5,000 | 5,000 | 7.34 | 5,000 | 5.37 | 5,000 | 5.37 |
| Independent Board Members Remuneration | 30,000 | 30,000 | 44.05 | 30,000 | 32.22 | 30,000 | 32.22 |
| Sharia Board Remuneration | 33,000 | 33,000 | 48.45 | 33,000 | 35.44 | 33,000 | 35.44 |
| Fund properties insurance costs (**) | | 200,000 | 293.65 | 250,000 | 268.50 | 250,000 | 268.50 |
| Real estate valuation fee (**) | 275,000 | 275,000 | 403.77 | 275,000 | 295.35 | 275,000 | 295.35 |
| Fund management fees of total asset | 1% | 13,766,707 | 20,212.86 | 13,766,707 | 14,785.64 | 13,766,707 | 14,785.64 |
| Financing expenses | | 21,318,147 | 31,300.20 | 25,276,412 | 27,147.22 | 25,276,412 | 27,147.22 |
| Zakat expenses | | 1,425,499 | 2,092.98 | 1,225,000 | 1,315.67 | 1,225,000 | 1,315.67 |
| Other expected expenses | 0.25% | 3,441,677 | 5,053.22 | 3,441,677 | 3,696.41 | 3,441,677 | 3,696.41 |
| Total recurring fees and expenses | | 41,813,198 | 61,392 | 45,620,965 | 48,998 | 45,620,965 | 48,998 |
| Percentage of total recurring fees and expenses to the Fund's total asset value | - | 3.04% | | 3.31% | - | 3.31% | - |
| Percentage of total recurring fees and expenses to the total amount invested | | | 6.14% | | 4.90% | | 4.90% |
| Non-recurring fees and expenses | | | | | | | |
| Transaction charges (a maximum of 1% of the sale or acquisition value of any real estate asset by the Fund Manager) | 1% | 2,131,065 | 3,129 | | | - | - |
| Finance structure fee (1% of the withdrawn amount paid to the Fund Manager or financing bank) | 1% | 2,131,065 | 3,129 | | | - | - |
| Offering costs | | | | 2,584,000 | 2,775 | | |
| Total non-recurring fees and expenses | | 4,262,130 | 6,258 | 2,584,000 | 2,775 | - | - |
| Percentage of total non-recurring fees and expenses to Fund's total assets. | - | 0.31% | - | 0.19% | | - | - |
| Total recurring and non-recurring fees and expenses | | 46,075,328 | 67,665 | 48,204,965 | 51,773 | 45,620,965 | 48,998 |
| Percentage of total recurring and non-recurring fees and expenses to Fund's total assets. | - | 3.35% | - | 3.50% | - | 3.31% | - |
| Total annual income from real estate | | 85,006,139 | 124,810 | 95,751,764 | 102,838.74 | 95,751,764 | 102,838.74 |
| Net income | | 38,930,811 | 57,160 | 47,546,799 | 51,066 | 50,130,799.39 | 53,841 |
| Net income percentage of the total invested amount | | | 5.72% | | 5.11% (***) | | 5.38% |

(*) In the second year, it is presumed that Fund's capital would be increased by SAR 250,000,000 through an additional offering to the public for the purpose of acquiring a new real estate asset, and accordingly, the total assets of the Fund would be SAR 1,376,670,734. It was also presumed that as of the third year and the following years, there would be no new acquisitions.

(**) Insurance and valuation fees are borne directly by the Fund and not accounted for in the Fund's costs which represents 1.25% of the Fund total asset value subject to Paragraph 12 of these Terms and Conditions (Fees, Charges, Commissions and Management Fees)

(***) The main reason of decreasing revenues is the assumption of raising the interest rates and financing costs.

F. Insurance

The insurance summary for the additional property is as follows:

| Insurance company | Policy type | Property under insurance | The value of the insurance contract (including VAT) | Coverage |
|-----------------------------------|---|-----------------------------|---|-----------------|
| Tawuniya Insurance Company | Property insurance against all risks, including business interruption | Al Jadah Commercial Complex | SAR 96,827.4 | SAR 354,320,000 |

G. Additional information

N/A

H. Company Managing Properties

| Company name and address | Radisson Hotels ApS Danmark, (CVR 73337712), 2300 Copenhagen S, Denmark | Olaat Properties Management Co., P.O. Box 62244, Riyadh 11585 | | | | | | | | | | |
|---|--|--|---------------------------------------|---------------|----|---------------|----|---------------|----|---------------|----|--|
| Company Responsibilities | Managing and operating all hotel services in accordance with the concluded operating contract. | Managing and operating the commercial part (offices and exhibits) of the property and collecting rents | | | | | | | | | | |
| Disclosure if the company intends to invest with the value of this investment | Does not intend | Does not intend | | | | | | | | | | |
| Property manager fee | <ul style="list-style-type: none"> 1.75% of the total income as fixed base fee on a monthly basis. Quarterly variable management fees according to the following cases: <table border="1"> <thead> <tr> <th>Gross Operating Profit (GOP) of the total income</th> <th>Due management fees Percent of GOP</th> </tr> </thead> <tbody> <tr> <td>Less than 20%</td> <td>0%</td> </tr> <tr> <td>Less than 30%</td> <td>4%</td> </tr> <tr> <td>Less than 40%</td> <td>5%</td> </tr> <tr> <td>Less than 50%</td> <td>6%</td> </tr> </tbody> </table> | Gross Operating Profit (GOP) of the total income | Due management fees Percent of GOP | Less than 20% | 0% | Less than 30% | 4% | Less than 40% | 5% | Less than 50% | 6% | <ul style="list-style-type: none"> 5% of rental fees from the first year rent for each rental contract concluded 2.5% management charges of the collected rents, and they shall be paid on a semi-annual |
| Gross Operating Profit (GOP) of the total income | Due management fees Percent of GOP | | | | | | | | | | | |
| Less than 20% | 0% | | | | | | | | | | | |
| Less than 30% | 4% | | | | | | | | | | | |
| Less than 40% | 5% | | | | | | | | | | | |
| Less than 50% | 6% | | | | | | | | | | | |

| | | | |
|--|--|----|--|
| | More than 50% | 8% | basis with a minimum of SAR25,000 on a monthly basis |
| | <ul style="list-style-type: none"> • Marketing fees of 2.5% of the total revenue per month. | | |

Norah Abduh Albarraq

Omar Abdulkarim Al-Othaim

Compliance & AML Manager

CEO & CIO

Annex 1 “Declarations of the Fund Manager and the Letter of the Legal Advisor”



الموضوع: اقرارات مدير الصندوق (ملحق 8)

إلى هيئة السوق المالية

بصفتنا مدير الصندوق لصندوق ملكية عقارات الخليج ريت فيما يخص زيادة إجمالي قيمة أصول صندوق استثمار عقاري متداول باسم (صندوق ملكية عقارات الخليج ريت) وتسجيل وإدراج وحداته في السوق المالية السعودية (تداول)، نحن (شركة ملكية للاستثمار) نؤكد، بحسب معرفتنا، وبعد (القيام بالدراسة الواجبة) وإجراء التحريات اللازمة على الصندوق، أن الصندوق قد استوفى جميع الشروط المطلوبة لتسجيل وحدات الصندوق وإدراجها واستوفى جميع المسائل الأخرى التي تطلبها هيئة السوق المالية ("الهيئة") حتى تاريخ هذا الخطاب. ويؤكد مدير الصندوق ("شركة ملكية للاستثمار") أنه، بحسب علمه وفي حدود صلاحيته مديراً للصندوق، قد قدم إلى الهيئة جميع المعلومات والتوضيحات بحسب الصيغة وخلال الفترة الزمنية المحددة وفقاً لما طلبته الهيئة لتمكينها من التحقق من أن (مدير الصندوق) والصندوق قد التزم بنظام السوق المالية ولائحة صناديق الاستثمار العقاري. وبصفة خاصة يؤكد (مدير الصندوق) ما يلي:

- أنه قد قدم جميع الخدمات ذات العلاقة التي تقتضها لائحة صناديق الاستثمار العقاري، بالعناية والخبرة المطلوبة.
- أنه قد اتخذ خطوات معقولة للتحقق من أن أعضاء مجلس إدارة الصندوق يفهمون طبيعة ومدى مسؤولياتهم وفقاً لنظام السوق المالية ولوائحه التنفيذية.
- أنه قد توصل إلى رأي معقول، يستند إلى تحريات كافية وخبرة مهنية، بأن:
 - الصندوق قد استوفى جميع المتطلبات ذات العلاقة بلائحة صناديق الاستثمار العقاري (بما في ذلك الأحكام المتعلقة بالشروط والأحكام)؛
 - جميع أعضاء مجلس إدارة الصندوق المرشحين تنطبق عليهم متطلبات التأهيل الواردة في لوائح هيئة السوق المالية وقواعدها، وأن أعضاء الإدارة المستقلين ينطبق عليهم تعريف "عضو مجلس إدارة صندوق مستقل" الوارد في قائمة المصطلحات المستخدمة في لوائح هيئة السوق المالية وقواعدها واللوائح التنفيذية؛
 - الأصول العقارية خالية من أي مخالفات نظامية تمنع أو قد تنسب في عدم الاستفادة من المباني أو تشغيلها، وكذلك أن الأصول العقارية سليمة فنياً وخالية من أي خلل أو عيوب هندسية رئيسية قد تمنع أو قد تنسب في عدم الاستفادة من المباني أو تشغيلها، أو قد تنسب بدورها في إجراء إصلاحات وتغييرات رئيسية مكلفة؛
 - النشاطات الرئيسية للمستأجرين الرئيسيين المحتملين للأصول العقارية سليمة، وأنهم قادرون على الوفاء بالتزاماتهم للصندوق؛
 - جميع المسائل المعلومة لـ شركة ملكية للاستثمار التي يجب على الهيئة أن تأخذها بعين الاعتبار عند دراستها لطلب الطرح قد أفصح عنها للهيئة.

شاكرين لكم حسن تعاونكم،،

عمر بن عبد الكريم العنيم


الرئيس التنفيذي ورئيس الاستثمار

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المملكة العربية السعودية | Kingdom of Saudi Arabia
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ترخيص هيئة السوق المالية 37-13170 | Capital Market Authority
س.ت. ١٠٤٠٧٢٤٥ | C.R. 1010407245

الموضوع: اقرارات مدير الصندوق (ملحق 10)

إلى: هيئة السوق المالية

- 1) يقر مدير الصندوق أن ملحق الشروط والأحكام لزيادة إجمالي قيمة أصول (صندوق ملكية عقارات الخليج ريت) "قد أعدت وفقاً لللائحة صناديق الاستثمار العقاري الصادرة عن هيئة السوق المالية السعودية.
- 2) يقر مدير الصندوق، بعد أن أجرى التحريات المعقولة كافة، وبحسب علمه واعتقاده، أنه لا توجد أي وقائع أخرى يمكن أن يؤدي عدم تضمينها في هذه الوثيقة إلى جعل أي إفادة واردة فيها مضللة. ولا تتحمل هيئة السوق المالية وشركة السوق المالية السعودية أي مسؤولية عن محتوى الشروط والأحكام.
- 3) يقر مدير الصندوق خلو العقار من أي مخالفات نظامية تمنع أو قد تتسبب في عدم الاستفادة من العقار أو تشغيله، وكذلك على سلامة العقار فنياً وخلوة من أي خلل أو عيوب هندسية رئيسية قد تمنع أو قد تتسبب في عدم الاستفادة من المبنى أو تشغيله، أو قد تتسبب بدورها في إجراء إصلاحات وتغييرات رئيسية مكلفة.
- 4) كذلك يقر مدير الصندوق بعدم وجود تعارض مصالح مباشر/غير مباشر - غير ما هو مفصّل عنه - بين أي من الآتي:
 - مدير الصندوق.
 - مدير/مديري العقارات المرتبطة بالصندوق.
 - مالك/ ملاك العقارات المرتبطة بالصندوق.
 - مستأجر/مستأجري أصول عقارية تشكل عوائدها (10%) أو أكثر من عوائد الإيجار السنوية للصندوق.
 - المقيم المعتمد.
- 5) يقر مدير الصندوق بقيامه بالعناية اللازمة للتأكد من عدم وجود تعارض مصالح مباشر/غير مباشر بين بائع العقارات للصندوق والمقيمين المعتمدين.
- 6) يُقر مدير الصندوق بأن جميع أعضاء مجلس إدارة الصندوق لم يخضعوا لأي دعاوى إفلاس أو إعسار أو إجراءات إفلاس أو تصفية، ولم يسبق لهم ارتكاب أي أعمال احتيالية أو مُخلّة بالشرف أو تنطوي على الغش ولم يسبق لهم ارتكاب أي مخالفة تنطوي على احتيال أو تصرف مُخلّ بالزمانة والأمانة، ويتمتعون بالمهارات والخبرات اللازمة التي تؤهلهم ليكونوا أعضاءً بمجلس إدارة الصندوق.
- 7) يقر مدير الصندوق بأن الأعضاء المستقلين ينطبق عليهم تعريف "عضو مجلس إدارة صندوق مستقل" الوارد في قائمة المصطلحات المستخدمة في لوائح هيئة السوق المالية وقواعدها، وسينطبق ذلك على أي عضو مستقل يعينه مدير الصندوق خلال مدة الصندوق.
- 8) يقر مدير الصندوق بأنه لا توجد أي نشاطات عمل أو مصلحة أخرى ميمة لأعضاء مجلس إدارة مدير الصندوق ("شركة ملكية للاستثمار") يتحمل تعارضها مع مصالح الصندوق.
- 9) يقر مدير الصندوق بأنه لا توجد حالات لتعارض في المصالح من شأنها أن تؤثر في أداء مدير الصندوق لواجباته تجاه الصندوق.
- 10) يقر مدير الصندوق بأنه لا توجد أي رسوم أخرى غير الرسوم المذكورة في جدول الرسوم والانتعاب المذكور في الفقرة (هـ) من ملحق الشروط والأحكام لزيادة إجمالي قيمة أصول الصندوق.
- 11) يقر مدير الصندوق أن الصندوق لن يدرج إلا عند إتمام عملية نقل ملكية العقار لمصالح الصندوق أو نقل منفعة، وفي حال عدم إكمال ذلك بعد اكتمال فترة الطرح الموضحة في الفقرة (الفرعية 8 من الفقرة ج) "من ملحق الشروط والأحكام لزيادة إجمالي قيمة أصول الصندوق، سترد كامل مبالغ الإشتراك للمشاركين.
- 12) يقر مدير الصندوق بأنه لا يجوز لأي عضو من أعضاء مجلس الإدارة أن يكون له مصلحة مباشرة أو غير مباشرة في الأعمال والعقود التي تتم لحساب الصندوق.
- 13) يقر مدير الصندوق بأنه قد أفصح عن جميع العقود والإنفاقيات التي علاقة بالصندوق والتي قد تؤثر في قرارات المستثمرين في الإشتراك أو التداول في الصندوق في الشروط والأحكام، وأنه لا توجد عقود واتفاقيات غير ما ذكر في الشروط والأحكام.

14) يقر مدير الصندوق بأنه يحق لمالكي الوحدات التصويت على المسائل التي تُطرح عليهم في اجتماعات مالكي الوحدات. وبالإضافة إلى ذلك ، يتم الحصول على موافقة أغلبية مالكي الوحدات الذين يملكون ما نسبته أكثر من (50%) أو أكثر من (75%) (حينما ينطبق) من مجموع الوحدات الحاضر ملاكهم ، فيما يتعلق بإجراء أي تغيير أساسي على الصندوق. ويشمل التغيير الأساسي ما يلي:

- التغيير المهم في أهداف الصندوق أو طبيعته أو فئته.
- التغيير الذي قد يكون له تأثير سلبي وجوهري على مالكي الوحدات أو على حقوقهم فيما يتعلق بالصندوق المغلق.
- التغيير الذي يكون له تأثير في درجة المخاطر للصندوق.
- الانسحاب الطوعي لمدير الصندوق من منصب مدير الصندوق.
- أي تغيير يؤدي في المعتاد إلى أن يعيد مالكي الوحدات النظر في مشاركتهم في الصندوق المغلق.
- التغيير الذي يزيد بشكل جوهري إجمالي المدفوعات التي تُسدّد من أصول الصندوق المغلق.
- التغيير في تاريخ استحقاق أو إهاء الصندوق المغلق.
- زيادة إجمالي قيمة أصول الصندوق المغلق من خلال قبول مساهمات نقدية أو عينية أو كليهما.
- أي حالات أخرى تقررها الهيئة من حين لآخر وتبلغ بها مدير الصندوق.

15) يقر مدير الصندوق بأنه سيستخدم جميع الخطوات اللازمة لمصلحة مالكي الوحدات وذلك بحسب علمه واعتقاده مع الحرص الواجب والمعتاد وسيعمل مدير الصندوق والمديرون والمسؤولين والموظفين والوكلاء والمستشارون التابعون له ، والشركات التابعة وأمين الخفظ والمستشار الشرعي ومجلس إدارة الصندوق ، على بذل الحرص والجهد المعتاد والتصريف بحسن نية ، في سبيل تحقيق مصالح مالكي الوحدات. إلا أنه قد يتعرض الصندوق لخسارة بأي شكل من الأشكال بسبب القيام بأي تصرف غير متعمد يصدر عن أي من الأطراف المذكورة فيما يتعلق بقيامهم بإدارة شؤون الصندوق ، فعندها لا يتحمل هؤلاء الأطراف مسؤولية عن تلك الخسارة بشرط أن يكون قد تصرف بحسن نية - وثبتت حسن النية في حال عدم وجود أي تصرف أو قرار أو مراسلات تدل على علم مسبق بالنتائج السلبية للقيام بذلك التصرف - وبشكل يُعتقد أنه يخدم مصالح الصندوق بالشكل الأفضل، وأن يكون التصرف لا يتطوّل على الإهمال الفادح أو الاحتيال أو سوء التصرف المتعمد.

16) يقر مدير الصندوق بأنه قد يبنّ للمقيم المعتمد أن نطاق العمل على تقارير التقييم يجب أن يكون ملائماً لغرض طلب مدير الصندوق وصالحاً للاستخدام بغرض طرحه طرْحاً عاماً وتضمنين القيمة الإيجابية السوقية إذا كانت مختلفة عن القيمة الإيجابية التعاقدية في عقود إيجار العقارات.

شاكرين لكم حسن تعاونكم،،

عمر بن عبد الكريم العنيم
الرئيس التنفيذي ورئيس الاستثمار



التاريخ: ١٤٤٤/١٧/٠٢ هـ
الموافق: ٢٠٢٢/٠٧/٣١ م

سلمهم الله

السادة / هيئة السوق المالية

الموضوع / بشأن طلب زيادة إجمالي قيمة أصول صندوق ملكية – عقارات الخليج ريت

تحية طيبة وبعد،،،

بصفتنا مستشاراً قانونياً لشركة ملكية للاستثمار ("مدير الصندوق") فيما يخص طلب مدير الصندوق بزيادة إجمالي قيمة أصول صندوق ملكية عقارات الخليج ريت ("الصندوق"). وهو صندوق استثمار عقاري متداول مقفل وفقاً للأنظمة واللوائح والقواعد والتعليمات التي تصدرها هيئة السوق المالية ("الهيئة") وطرح وحدات صندوق إضافية وإدراجها في السوق.

نشير إلى الملحق التكميلي للشروط والأحكام المعد بخصوص زيادة إجمالي قيمة أصول الصندوق، وبصفة خاصة فيما يتعلق بطلب زيادة إجمالي قيمة أصول الصندوق وطرح وحدات صندوق إضافية وإدراجها في السوق المقدم إلى الهيئة، وحول متطلبات نظام السوق المالية ولائحة صناديق الاستثمار العقاري، وبصفة خاصة، فقد قدمنا المشورة إلى مدير الصندوق حول المتطلبات التي يجب أن تشمل عليها الأقسام القانونية من الملحق التكميلي للشروط والأحكام، وحول استيفاء الأصول لجميع المتطلبات النظامية وسلامة صكوك تلك الأصول محل الاستحواذ. وفي هذا الخصوص، قمنا بإجراء دراسة وتحريات إضافية ترى أنها ملائمة في تلك الظروف، وأجرينا كذلك دراسة رسمية للعناية المهنية اللازمة القانونية بهذا الخصوص.

وبهذه الصفة الاستشارية، نؤكد أننا لا نعلم عن أي مسألة جوهرية تشكل إخلالاً من قبل مدير الصندوق بالتزاماته لمتطلبات نظام السوق المالية أو بالشروط المفروضة بموجب لائحة صناديق الاستثمار العقاري بالنسبة إلى طلب زيادة إجمالي قيمة أصول الصندوق وطرح وحدات صندوق إضافية وإدراجها، بما في ذلك المتطلبات المتعلقة بمحتوى الملحق التكميلي للشروط والأحكام كما هي بتاريخ هذا الخطاب.

وتقبلوا تحياتنا ..

المحامي

السيد/م. أحمد الصالح
ترخيص: (١١٤/٢٧)

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سجل تجاري: (١٠١٠٦١٧٠٠)