

The public offering of the units in Samba Real Estate Fund has been approved by the Board of the Capital Market Authority on 16/10/1427H (corresponding to 7/11/2006G). Upon the approval of the Capital Market Authority, Samba Real Estate Funds' terms and conditions were updated on 18/11/1441H (corresponding to 09/07/2020G).

SAMBA REAL ESTATE FUND
(OPEN-ENDED *SHARI'AH*-COMPLIANT PUBLIC REAL ESTATE INVESTMENT FUND)

TERMS AND CONDITIONS

The Fund Manager is Samba Capital and Investment Management Company, a single person closed joint-stock company established under the laws of the Kingdom of Saudi Arabia, having commercial registration no. 1010237159 and licensed by the Capital Market Authority under License no. 07069-37.

Investors must read these Terms and Conditions in full and seek such legal, taxation, financial and other advice as appropriate before making any investment decision in respect of the Fund.

Important Notice

Investors must read these entire Terms and Conditions of Samba Real Estate Fund (the “**Fund**”) and should seek the advice of an independent financial advisor before making any investment decisions. Investors must be willing to assume all risks and responsibilities associated with the investment decision.

These Terms and Conditions have been prepared by Samba Capital and Investment Management Company (“**Samba Capital**” or the “**Fund Manager**”), a Saudi Arabian single person closed joint-stock company licensed by the Capital Market Authority (the “**CMA**”) under License no. 07069-37, in accordance with the provisions of the Real Estate Investment Funds Regulations issued by the Board of the CMA pursuant to Resolution No. 1–193-2006, dated 19/06/1427H (corresponding to 15/07/2006G) based on the Capital Market Law issued under Royal Decree No. M/30 dated 02/06/1424H (corresponding to 31/07/2003G) (the “**Regulations**”).

The public offering of units in the Fund has been approved by the Board of the CMA on 16/10/1427H, corresponding to 7/11/2006G. Upon the approval of CMA, Samba Real Estate Funds’ Terms and Conditions were updated on 18/11/1441H, corresponding to 09/07/2020G. The Fund Manager is hereby offering units to the public, subject to the conditions set herein. . These Terms and Conditions shall regulate investments in the Fund and shall not be used for any other purpose.

Samba Real Estate Fund is a Public open-ended *Shari’ah*-compliant real estate investment fund was created in accordance with the provisions of the Related Regulations. The Fund’s objective is to provide its investors with medium to long-term capital appreciation by investing in residential, commercial and industrial real estate assets development projects and acquiring, developing and selling existing buildings in the Kingdom of Saudi Arabia and investing in real estate companies. The Fund will at all times operate in compliance with the *Shari’ah* Standards approved by the Fund’s *Shari’ah* Supervisory Board.

An investment in the Fund involves a high degree of risk and may not be suitable for all investors. For more information on risks associated with investment in this Fund, please see Section 2.(g) of the Terms and Conditions.

The Fund Manager assumes responsibility for the information contained in these Terms and Conditions, and confirms that to the best of its knowledge (after undertaking reasonable care to verify the same) such information does not contain any incorrect or misleading statements and no matters to be disclosed under the Regulations were omitted therefrom, as at the date of these Terms and Conditions. Investors should not treat the Fund Manager's opinions herein as a recommendation to purchase units in the Fund.

The Fund Manager does not authorize any intermediary, broker or anyone else to make or provide any announcement, information or statements related to the offering or sale of the units of the Fund. If such announcements, information, or statements are made or provided, you should neither rely on nor consider them as being authorized by the Fund Manager.

These Terms and Conditions do not constitute an offering, and may not be used as an offering or invitation for acquisition of any units in this Fund by any person in any country where this offering is not legal or permitted, and these units are not being offered to any person to whom the units of this Fund may not be offered under law.

Investors should not consider these Terms and Conditions as advice on any legal, tax, investment or other matters. Investors should also inquire about:

- a) the legal requirements in force in their respective countries regarding ownership, redemption or disposal of the Fund's units; and
- b) the income and other tax consequences that may apply in their own countries as a result of owning, redeeming or disposing of the Fund's units.

Investors should consult with their own representatives, including accountants and legal advisers, with respect to legal, tax and other matters pertaining to the Fund or an investment therein.

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FUND DIRECTORY

NAME OF FUND	Samba Real Estate Fund
FUND MANAGER	<p>Samba Capital and Investment Management Company, a Saudi Arabian limited liability company holding commercial registration number 1010237159 and licensed as an “Authorized Person” under CMA license no. 07069-37.</p> <p>Samba Capital and Investment Management Company Head Office Building Kingdom Tower Olaya Street P.O. Box 220007 Riyadh 11311 Kingdom of Saudi Arabia</p> <p>www.sambacapital.com</p>
DEVELOPERS	<p>AQARAT Real Estate Development and Investment Co (AQARAT) PO Box # 51344, Jeddah 21543, Saudi Arabia</p> <p>Saudi Real Estate Development Co. Ltd (SREDCO) PO Box # 12944, Jeddah 21483, Saudi Arabia</p> <p>Saudi Installment Services Co. Ltd (SISCO) PO Box # 10402, Jeddah 21331, Saudi Arabia</p> <p>Alesayi Development Company (ADCO) PO Box # 4199, Jeddah 23326, Saudi Arabia</p> <p>Each of the above mentioned developers is an affiliate of Omar Kassim Alesayi Group Co. Ltd.</p> <p>Omar Kassim Alesayi Group Co. Ltd (OKAG) PO Box # 3035, Jeddah 21471, Saudi Arabia</p>
CUSTODIAN	<p>Samba Capital and Investment Management Company Kingdom Tower Olaya Street P.O. Box 220007 Riyadh 11311 Kingdom of Saudi Arabia</p>

	www.sambacapital.com
AUDITORS	PricewaterhouseCoopers Kingdom Tower, 21 st floor King Fahd Highway Riyadh 11414 Kingdom of Saudi Arabia www.pwc.com
<i>SHARI'AH</i> SUPERVISORY BOARD	Sheikh Abdullah Al-Manee's Sheikh Dr. Abdullah Al- Mutlaq Shaikh Dr. Mohammed Ali Al Qari Profiles of <i>Shari'ah</i> Supervisory Board members are mentioned in Section 2.(c(c)(4) of the Terms and Conditions
REAL ESTATE EVALUATORS	The evaluators of the Fund's assets are: <ul style="list-style-type: none"> - Makkah Koon Real Estate Inc. (REMAX Koon), CR. 4031054078, P.O. Box # 300374, Makkah 21955, Saudi Arabia Areez Real Estate Investment Co. Ltd. (Century21), CR. 1010178938 P. O. Box # 300374, Riyadh 11372, Saudi Arabia In case of new investment opportunities, the Fund Manager may also seek valuations from other evaluators licensed in the Kingdom.

Definitions

“Announcement Day” means the second Thursday following each Valuation Day.

“Application Form” means the subscription form to be completed by each potential investor in the Fund.

“Auditor” means PricewaterhouseCoopers, the auditor of the Fund, or such other auditors licensed in the Kingdom of Saudi Arabia and approved by the Fund Board.

“Business Day” means each day on which the Saudi Stock Exchange (Tadawul) is open for trading.

“CMA”, “Regulator” or the “Authority” means the Saudi Arabian Capital Market Authority.

“Custodian” means Samba Capital or any CMA-licensed custodian in its capacity as custodian of the Fund’s assets.

“Dealing Day” means the last Wednesday of June and December in any Gregorian year (or, if such day is not a Business Day, the immediately preceding Wednesday which is a Business Day).

“Developer” means (i) AQARAT Real Estate Development and Investment Co., (ii) Saudi Real Estate Development Co. Ltd., (iii) Saudi Installment Services Co. Ltd., or (iv) Alesayi Development Company.

“Fund Board” means the board of directors of the Fund whose members are appointed by the Fund Manager in accordance with the Regulations, and who are responsible for supervising the performance of the Fund Manager.

“Fund Manager” is Samba Capital, a single person closed joint-stock company licensed as an “Authorized Person” under CMA license no. 07069-37 dated 10 Jumadah Akhera 1428H.

"Fund": is Samba Real Estate Fund.

"Open Fund": means an open-ended fund.

“Fund Register”: means the register of the Fund’s unit holders.

“Negligence” means a conduct that falls below the standards of behavior established by the applicable regulations for the protection of others against unreasonable risk .

"Real estate assets": are real estate resources of economic value, such as residential, commercial or industrial buildings, as well as raw or developed land.

"Land development": is to develop land infrastructure including streets, sidewalks, sewage, lighting, fixed telephone network, etc., in compliance with the municipal requirements according to the project 's approved plan.

"Property development": is to develop buildings and land according to the building permits and the plans approved by the municipality for a project, whether it is a residential, commercial or industrial project.

"Income-generating assets": includes residential, commercial and industrial properties that currently generate rental returns on a regular basis or that are expected to generate returns in case of being leased. Examples are residential complexes, shops, exhibitions, commercial markets, residential and / or commercial towers, warehouses, industrial workshops and other income-generating assets.

"Liquid Funds" are the Funds that invest mainly in short-term financial instruments and deposits. It also invests in sukuk, bonds and structured financial products that are issued in Saudi Riyals or US Dollars.

"Net asset value" means the Fund's total assets less the Fund's total liabilities (including the fees mentioned herein).

"Regulations" means the Real Estate Investment Funds' Regulations issued by the Board of the CMA pursuant to Resolution No. 1-193-2006, dated 19/06/1427H (corresponding to 15/07/2006G) in accordance with the Capital Market Law issued under Royal Decree No. M/30 dated 02/06/1424H (corresponding to 31/07/2003G).

"Saudi Arabia" or the **"Kingdom"**: means the Kingdom of Saudi Arabia.

"Shari'ah Standards": means the standards developed by Shari'ah Supervisory Board.

"Shari'ah Supervisory Board" means the Fund's *Shari'ah* supervisory board consisting of scholars stated in Section 2(c)(4).

"Terms and Conditions" means the Terms and Conditions of the Fund.

"Unitholder" means any investor holding one or more units in the Fund.

"Valuation Day" means the last Wednesday of June and December in any Gregorian year (or, if such day is not a Business Day, the immediately preceding Wednesday which is a Business Day).

"Value Added Tax (VAT) Law": means the Value Added Tax (VAT) Law of the Kingdom of Saudi Arabia and its Implementing Regulations.

"VAT": means the value added tax placed on import and supply of goods and services in each stage of production and distribution including nominal supply.

SUMMARY OF TERMS AND CONDITIONS

Fund Samba Real Estate Fund, an open-ended *Shari'ah*-compliant public real estate investment fund established under the laws and regulations of the Kingdom of Saudi Arabia ("**Saudi Arabia**"), regulated by the Saudi Arabian Capital Market Authority (the "**CMA**") and offered under the Real Estate Investment Funds Regulations (the "**Regulations**").

Fund Manager The Fund is managed by Samba Capital and Investment Management Company, a Saudi Arabian single person closed joint stock company incorporated under commercial registration number 1010237159 and licensed as an "Authorized Person" under CMA License no. 07069-37 ("**Samba Capital**" or the "**Fund Manager**").

Fund Board The Fund Manager shall appoint the Fund's board of directors (the "**Fund Board**") in accordance with the Regulations. At least one third of the Fund Board's members shall be independent directors who in all cases shall not be less than two directors.

The directors of the Fund are:

- Mr. Beji T. Tak-Tak– Chairman
- Mr. Ammar Hassan Bakheet – Independent Member
- Mr. Fahad Mohammed Al-Majid – Independent Member
- Mr. Syed Taj Ahmad - Member

Custodian Samba Capital and Investment Management Company shall serve as the custodian of the Fund's assets. The Fund's share of legal ownership of the properties will be registered in the name of the custodian's subsidiary.

Developer The Fund Manager shall have the right to use the services of one or more developers and is currently using the following developers:

- AQARAT Real Estate Development and Investment Co. (AQARAT)
- Saudi Real Estate Development Co. Ltd.
- Saudi Installment Services Co. Ltd
- Alesayi Development Company

Each of the above mentioned developers is an affiliate of Omar Kassim Alesayi Group Co. Ltd.

Fund Objectives	Achieving Medium to long-term capital appreciation.
Fund Strategy	Investing in residential, commercial and industrial real estate assets and acquiring, developing and selling existing buildings in Saudi Arabia as well as investing in real estate companies (i.e., <i>Shari'ah</i> -compliant listed real estate companies).
<u>Risk of investing in the Fund</u>	Investment in the Fund involves high risks. For more information, see the risk disclosure in Section 2(g) of the Terms and Conditions.
Nature of the Fund	Open-ended.
Fund Currency	Saudi Arabian Riyal (SAR).
Unit Price at Inception	SAR 10.
Minimum Subscription Amount	SAR 25,000.
Minimum Additional Subscription	SAR 5,000.
Minimum Redemption Amount	SAR 5,000 (except as otherwise permitted to the subscribers of the savings schemes under clause (2) h of these Terms and Conditions).
Days of Subscription and Redemption Requests	Subscription and redemption requests shall be accepted on each Business Day.
Cut-Off Time for Receiving Subscription	Before 1:00 pm at Riyadh Time on the Tuesday immediately preceding the relevant Valuation Day.
Valuation Days	The assets of the Fund shall be valued on a semi-annual basis (every six months). The Valuation Day shall be the last Wednesday of June and December in any Gregorian year or, if such day is not a Business Day, the immediately preceding Wednesday which is a Business Day.
Dealing Days	The Dealing Day shall be the last Wednesday of June and December in any Gregorian year or, if such day is not a Business Day, the immediately preceding Wednesday which is a Business Day.

Announcement Days	The Announcement Day shall be the Thursday of the week following the Valuation Day or, if such day is not a Business Day, the immediately following Business Day.
Settlement/Payment Date for Redemption Proceeds	On the thirtieth (30th) Business Day following the respective Valuation Day.
Subscription Fee	1.75% of each investor's subscription amount, to be paid by each investor at the time of subscription for units in the Fund in addition to the value-added tax specified by the General Authority of Zakat and tax.
Management Fee	1% per annum of the Fund's net asset value, to be paid in a semi-annual basis (i.e. computed for actual days of each half year based on the 360 day convention upon making any valuation) in addition to the value-added tax specified by the General Authority of Zakat and tax.
Developer Performance Fees	It is expected that the Fund shall, upon disposing any property, pay each developer a performance fee. The terms of the performance fee have been negotiated and agreed on an arm's-length basis and shall vary from developer to another. The estimated performance fee for each project shall be calculated on each Valuation Day based on the values of the underlying properties and shall be reflected in the net asset value in addition to the value-added tax specified by the General Authority of Zakat and tax.
Other Developer Fees	<p>The Fund may pay each developer certain other fees as permitted under Clause (i) in addition to the performance fees. If a real estate asset is acquired from an owner other than Alesayi Group, the following additional fees, in addition to the value-added tax specified by the General Authority of Zakat and tax, shall also be paid by the Fund to the relevant developer:</p> <ul style="list-style-type: none"> • Acquisition fees of 1.5%:2.5% of acquisition price • Commission fees on real estate sales of 2.5% of sales price
Redemption Frequency	<p>Unitholders may redeem their units at the following times and in the following amounts:</p> <ul style="list-style-type: none"> • Redemptions shall not be permitted in the first year of an

investor holding the units.

- During the second, third and fourth years of their investment in the Fund, Unitholders may redeem up to 25% of the units held by them per annum.
- There shall be no limit on redemptions during the fifth year and thereafter.
 - In the event that the total number of redemptions requests, on any Dealing Day, amount to more than 10% of the Fund's net asset value, the Fund Manager may decrease or postpone all or part of any redemption requests. The Fund Manager shall process the applicants' redemption requests representing no more than 10% of the Fund's net asset value on a pro rata basis. All redemption requests which have not been processed shall be transferred to the following redemption day, noting that they shall not have a priority. The units shall be redeemed based on the redemption price prevailing on the relevant day.

Redemption Fees

The Fund shall charge unitholders redemption fees as of the date of the first valuation of the unit holder subscription as follows:

- Before the end of the 2nd year: 1.50% of the net asset value of units redeemed.
- 3rd year: 1.00% of the net asset value of units redeemed.
- 4th year: 0.75% of the net asset value of units redeemed.
- 5th year and thereafter: No redemption fee.

Project Costs

The Fund shall be responsible for all project costs, such as land acquisition costs and project development costs.

The Fund shall be responsible for its administrative, professional, operating and other expenses such as custody fees, compensation payable to members of the Fund Board, valuation, audit, legal, advisory, litigation and publication expenses. Such administrative, professional, operating and other expenses are not expected to exceed 0.50% of the Fund's net asset value per annum.

***Shari'ah* Compliance**

The Fund will make its investments and conduct its affairs in

a manner that is compliant with Islamic *Shari'ah*. The Fund Manager shall appoint a *Shari'ah* Supervisory Board to monitor the Fund's business and ensure its compliance with the said standards on a permanent basis.

Governing Law

The Fund shall be governed by the laws of Saudi Arabia and such regulations as may be issued by the CMA.

Launch Date

The Fund was launched on 07 February 2007G.

Fund's Benchmark

- 25% of the cash dividend yield of listed real estate stocks (weighted by the market value)
- 15% of the appreciation of listed real estate stocks (weighted by the market value)
- 60% of the yield of a Sukuk basket with a 3-year maturity period based on yield as of the maturity date.

TERMS AND CONDITIONS

Introduction

This document sets out the terms and conditions for the offering of units in, and operation of, Samba Real Estate Fund (the “**Fund**”), a *Shari’ah*-compliant open-ended real estate investment fund established in the Kingdom of Saudi Arabia (“**Saudi Arabia**” or the “**Kingdom**”) under the Real Estate Investment Funds Regulations (the “**Regulations**”) issued by the Board of the Saudi Arabian Capital Market Authority (the “**CMA**”), and managed by Samba Capital and Investment Management Company (“**Samba Capital**” or the “**Fund Manager**”), an Authorized Person licensed by the CMA under License number 07069-37.

Investors should not treat the contents of these Terms and Conditions as investment, tax, zakat or legal advice. All investors should review these Terms and Conditions and make their own investigations and examinations of the opportunity to invest in the Fund, including the merits and risks involved therein. Investors are advised to consult their own professional advisors, wealth managers, tax consultants, legal counsel and/or accountants concerning the purchase, holding and disposal of units in the Fund.

Terms used herein shall have the meaning ascribed to them in Schedule A.

2. Terms and Conditions

a) Name and Type of Fund

The name of the Fund is “**Samba Real Estate Fund**”. It is an open-ended *Shari’ah*-compliant real estate investment fund established in Saudi Arabia under the related Regulations.

b) Address of the Head office of the Fund Manager and its website

Name: Samba Capital and Investment Management Company
Address: Kingdom Tower, Olaya Street
P.O. Box 220007
Riyadh 11311
Kingdom of Saudi Arabia
Website: www.sambacapital.com
Toll-free number inside Saudi Arabia: 8001245599
Outside Saudi Arabia: 00966114149888

c) Fund Period

The Fund’s term shall be indefinite, and the Fund shall continue operations indefinitely until terminated as stipulated in Section (2)(m) of the Terms and Conditions. The Fund incepted operations on 18/12/1427H (corresponding to 07/01/2007G). The Fund Manager intends to offer units in the Fund throughout the term of the Fund and, while doing so, may increase the value of the Fund's assets. The unitholders may redeem some or all of their units during the term of the Fund in accordance with the restrictions

mentioned in the redemption frequency clause, which may reduce the value of its assets.

d) Fund Objectives

The investment objective of the Fund is to provide its unitholders with medium to long-term capital appreciation and it will reinvest any realized profit.

e) Description of the Fund's purpose and investment objectives

To achieve its objectives, the Fund intends to invest in Saudi Arabian real estate assets, real estate companies listed on the Saudi Arabian Stock Exchange (Tadawul), liquid funds, and public real estate investment funds including REITs.

f) Summary of Fund's strategies to achieve its objectives:

1- Description of the real estate type(s) in which the Fund will invest:

The Fund may:

- (1) Acquire and/or develop real estate assets in the Kingdom including raw and/or developed land and buildings, and residential, commercial and industrial properties;
- (2) Acquire and/or develop income-generating real estate assets, existing buildings, whether residential, commercial, industrial or hotel for sale or lease; the Fund can develop its owned or leased lands for the purpose of owning income-generating assets for leasing.
- (3) Sell and/or lease lands and commercial, residential and industrial buildings on installments basis;
- (4) Own a majority or minority stakes in real estate projects;
- (5) Invest in real estate companies listed on Tadawul, and
- (6) Investment in public real estate investment funds including REITs.

The Fund also may invest in Shariah compliant liquid funds that are licensed by the Capital Market Authority (including the funds managed by the Fund Manager with no more than 20% of the net assets of the Fund). Such funds mainly invests in short-term financial instruments, Sukuk, bonds, structured financial products that are issued in Saudi Riyals or US dollars.

The structure and composition of the Fund's investment portfolio may vary from time to time based on market conditions and fluctuations in the portfolio value.

The Fund and its investments shall always comply with the regulations governing the ownership of real property in the Kingdom, including Law of Real Estate Ownership and Investment by Non-Saudis.

2- Investment Concentration Policies

The Fund intends to only invest in Saudi Arabian real estate assets, companies and funds.

The rates of the Fund's investment diversification shall be as follows:

- (i) Investment in real estate equities, public real estate investment funds, including REITs, shall not exceed 50% of the Fund's net asset value;
- (ii) Total investment in real estate projects (for new development and under-development projects) shall not exceed 90% of the Fund's net asset value;
- (iii) Investment in *Shari'ah* compliant liquid funds licensed by the CMA (including those managed by the Fund Manager) shall not exceed 20% of the Fund's net asset value; and
- (iv) The Fund may not invest in any real estate project unless the developer or its subsidiaries invest at least 20% of the related project

Asset category	Minimum	Maximum
Direct real estate projects	%0	%90
Shares of real estate companies listed on the Saudi market and public real estate investment funds including REITs.	%0	%50
Shariah-compliant liquid funds	%0	%20
Cash	%0	%100

The above rates are indicative and subject to periodic review by the Fund Manager. The rates may be amended upon the approval of Fund Board if it is deemed to be in the best interest of the Unitholders. Any amendment to the above rates shall be subject to the relevant regulations and instructions.

3- Rights of Borrowing on Behalf of The Fund And The Fund Manager's Policies Related To Exercising Those Rights:

The Fund Manager may, at its sole discretion, to the extent permitted by law, seek financing from Samba Capital or any other party at the best rate available in the market. Such financing shall not exceed 10% of the Fund's net asset value and shall be used in investments and/or to meet temporary liquidity shortages. all such financing is to be

Confidential

INTERNAL

repaid within one year of the financing date unless otherwise is specified by the Fund Manager . All financing shall be compatible with *Shari'ah* Standards.

4- Methods and Ways to Invest the Available Cash in the Fund

The Fund may make use of the available cash in *Shari'ah*-compliant liquidity funds licensed by the CMA (including those managed by the Fund Manager), which invest in Sukuk, bonds and structured products denominated in Saudi Riyals or US Dollars.

g) Risks of Investing in the Fund

- Investment in the Fund involves significant risk factors and is suitable only for persons who can afford the complete loss of their investment and for persons not requiring liquidity in their investment. Below is a non-exhaustive list of risk factors that should be considered carefully in evaluating an investment in the units being offered. It is important that prospective unitholders closely review and understand these risk factors before making an investment in the Fund.

Each investor bears full responsibility for any financial loss resulting from an investment in the Fund unless such loss is due to the Negligence or willful default by the Fund Manager.

Nature of Investment Risk:

Investment in the Fund requires a commitment as described herein with no assurances of return on invested capital. There can be no assurance that the Fund will be able to realize positive returns on its investments in a timely manner, if at all.

Liquidity Risk and the Inability to Liquidate Assets:

Fund assets in general cannot be rapidly liquidated and can be difficult to sell or dispose in a different manner, and if they are sold they will be more likely sold at a price that the fund manager does not expect as a fair value or *cannot* be sold within the time frame sought by the Fund. Accordingly, the Fund may not achieve any return on its assets and the investor can lose some or all of the capital invested.

Risk of Investing in Other Funds:

The Fund may invest, according to these terms and conditions, in other funds, whether public real estate funds or Shariah-compliant MM funds, therefore any decline in the value of these investments will affect negatively on the unit price of the Fund.

Risk of Deviation of Actual Results from the Target:

The returns of any real estate project of the Fund may not meet the Fund Manager expectations due to one of the following cases: delays in issuing licenses, changes in the requirements of licenses by the competent authorities, a shortage of building materials or labor in the market, the contractor's delay or default, fluctuations and changes in the real estate market and other reasons, which may affect negatively on the unit price.

Risk of Depending on the Fund Manager's Employees:

The Fund Manager depends on employees and specialist managers with experience in the management of the Fund, and the loss of any of these employees may affect the performance of the Fund

Borrowing Risk:

The Fund may borrow up to 10% of its net asset value in accordance with item 3 of paragraph (f). In the case of borrowing, there may be a negative impact on the unit price because of Shariah-compliant loan financing costs. If the fund is unable to repay the loan, the Fund may lose all or part of its assets provided as collateral for this loan.

Developer Risk:

The Fund depends on its developers in selecting real estate to be acquired based on their experience. The failure to select the proper real estate may have a negative impact on the Fund performance. Also, the Fund depends on developers in obtaining the necessary licenses to develop and implement projects exclusively. The failure to implement a project as required may affect the unite price.

Conflict of Interest Risk:

The Fund may face conflicts of interest because the Fund Manager and its subsidiaries and their directors and partners take on a wide range of operations in respect of real estate or commercial activity. The Fund Manager may work as a consultant, or take part in other funds, companies, or accounts including those that have the same investment objectives similar to the Fund. The Fund Manager may provide similar services to third parties, provided that the serviced provided to the Fund shall not be affected at all times. The Fund Manager will seek to address conflicts of interest according to related regulations and instructions.

Risk of Imposing White Land Fees:

The Fund invests mainly in real estate assets, including raw land and/or developed land. If the competent authorities make decisions requiring imposing annual fees on the white lands, it may apply to all or part of the Fund's projects, resulting into paying annual fees that may reduce the unit price.

Risk of Dividend Distributions:

The Fund does not generally aim to distribute dividends or other distributions, but it aims to reinvest all the income and profits of the Fund. Accordingly, investment in the Fund may not be appropriate for investors who seek to achieve current returns for financial or tax purposes.

Real Estate Investments Risk

An investment in the Fund is subject to certain risks associated with the ownership of real estate related assets and the real estate industry in general. The value of the Fund's real estate investments, and consequently, the net asset value of the units, may be adversely affected by, among other things, declines in the value of real estate, illiquidity of an investment, risks related to global, regional, national and local economic conditions, natural disasters, terrorism, acts of war, compliance with environmental laws, environmental liability, increases in financing costs, overbuilding, financial condition of tenants, extended vacancies of properties, increases in real estate taxes, changes in zoning laws, construction delays, costs overruns, no or insufficient insurance coverage for losses, financing risks and increase in competition.

Changes in Market Conditions Risk

The future performance of the Fund would largely depend on changes in the supply and demand conditions of the real estate sector, which may be affected by regional and local economic and political conditions and increased competition which may result into a decline in the value of real estate and fluctuations of supply and demand. These changes could have a significant adverse impact on the performance of the Fund and unit price.

Real Estate Development Risks

The risks related to building and successfully marketing a new development include, but are not limited to: (i) delays in timely completion of works; (ii) cost overruns; (iii) inability to generate lease or sales agreements to forecast levels; and (iv) force majeure. New project commencement also involves other risks such as obtaining zoning,

occupancy and other required governmental approvals and permits and development costs in connection with projects that are not completed. Because an investment in the units is an indirect investment in certain construction and development projects, the successful completion of such projects will have a direct and significant impact on the unit price.

Property Valuations Risk:

The valuation of the real estate assets will be based on the calculations and estimates prepared by external real estate evaluators. The valuations will only be an estimate of the value of a property and are not a precise measure of the value that may be obtained in connection with a sale of that property. The Fund Manager may use reasonable judgment when using these values. However, changes in the Saudi real estate market can adversely affect the reliability of the property value estimates which may affect the unit price.

Lack of Diversification Risk:

The Fund may hold a few relatively large investments as a proportion of the Fund's capital. Consequently, poor performance by a small number of investments, or one asset, could result in a proportionately higher reduction in the Fund's capital than if such capital had been spread among a wider number of investments which may affect the unit price negatively.

Counterparty Default Risks:

The Fund may be exposed to a default risk of counterparties with whom it conducts business and may also bear risk of settlement default. The Fund may, in certain circumstances, be fully subject to the default of counterparties, including managers, listed real estate companies, landowners, developers, lending banks and/or contractors which may affect the unit price.

Risks of Large Redemption

If redemption applications exceeding 10% of the Fund's net asset value are received on a certain Dealing Day, the Fund may not have enough available cash to cover the redemption applications, and this may result in delaying such redemption applications. In addition, the Fund may have to liquidate a part of its assets at inappropriate times to cover such redemption applications. This may have an adverse impact on the Fund's investments, its performance and the unit price.

Legal, Tax and Regulatory Risks:

The information herein is based on existing published legislation at the time of issuing these Terms and Conditions. Legal, tax, zakat and regulatory changes may occur inside or outside the Kingdom during the Fund term which could have an adverse effect on the Fund, its investments, or individual unitholders. Currently, no taxes are being assessed on funds in the Kingdom, but there is no assurance that the current tax law in the Kingdom will not change.

Tax Risk:

The investment in the Fund involves various tax risks, some of which apply to investment in the Fund itself and others apply to certain circumstances that may be relevant to a particular investor. The Fund's assumption of such taxes reduces the cash available for the Fund's operations and its assets and reduces the returns on investment in the Fund, resulting in reducing the unit price. Therefore, potential investors must obtain the relevant consultation in respect of the taxes applicable to the investment, purchase and sale of the Fund units. The management fees and all fees due to Samba Capital do not include VAT which is charged separately in accordance with the provisions of the VAT Law and Regulations.

- *Investment risk in the fund is not as a deposit risk in a bank:*

An investment in the Fund is not a deposit in a bank or other insured depository institution, but is the acquisition of units in a real estate fund.

h) Subscription:

(1) Investors may subscribe for units on each Dealing Day (kindly see the Dealing Day definition set out in the Definitions List) and units will be issued on the basis of the net asset value determined on the relevant Valuation Day. Any subscription application for units must be received before 1:00 pm Riyadh time on the Tuesday immediately preceding the relevant Valuation Day.

Investors wishing to purchase units in the Fund shall do so by completing and delivering to the Fund Manager the designed subscription form pursuant to which an application is made to invest in the Fund (the “**Subscription Form**”).

To subscribe for units in the Fund, an investor must open an account with Samba Financial Group (“**SFG**”) and deposit the relevant subscription amount therein. Upon receiving the Application Form, SFG and Samba Capital will coordinate to ensure the amounts will be earmarked for investment in the Fund. It is the investor’s sole responsibility to ensure that the full subscription amount has been deposited and is available in the relevant SFG account before subscribing for units in the Fund.

(2) In general, the minimum subscription amount is SAR 25,000 and the minimum additional subscription amount is SAR 5,000. However, for individuals investing in the Fund through a saving plan of any company submits an application to the Fund Manager to add the Fund to funds which are available for the plans of saving schemes of its employees, or through an SFG investment savings scheme, the minimum subscription amount is SAR 3,000 and the minimum additional subscription amount is SAR 500 per month.

The Fund Manager may accept in-kind contributions to the Fund whenever it deems it beneficial to the Fund and its subscribers. The value of the subscription will be calculated according to the market value of the property according to the evaluation made by the evaluators approved the Fund.

Following satisfactory confirmation of adequate Know Your Customer (KYC), due

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diligences in accordance with applicable rules and regulations the Fund Manager will allocate units to unitholders. The Fund Manager reserves the absolute right to refuse subscription by persons in the Fund, if, inter alia, such subscription could result in violation of regulations applicable to the Fund that may from time to time be imposed by regulatory authorities.

If payment for units is made in a currency other than the Fund's currency, the payment currency will be converted to the Fund's currency by the Fund Manager at Samba exchange rate then in effect and the purchase will become effective upon realization of the Funds in the denomination currency and based on the price announced on the Announcement Day.

Allocations:

Following the Dealing Day, the Fund Manager shall allocate the units to the unitholders on a pro rata basis based on their contribution. The Fund Manager shall promptly inform the unitholders the number of units issued to each of them.

i) Charges, Service Fees, Commissions and Management Fees:

The following is a table outlining charges, service fees, commissions and management fees to be paid by the Fund and/or by the Unitholders:

(1) Subscription and Redemption Fees	<p>For Each new or additional subscription, a one-time fee up to 1.75% of the subscribed amount shall be paid once to the Fund Manager at the time of subscription in addition to the value-added tax specified by the General Authority of Zakat and tax.</p> <p>Unitholders must pay to the Fund the below fees when redeeming units. Such fees are as follow as of the date of the first valuation of each subscription:</p> <ul style="list-style-type: none"> - Before the end of the 2nd year: 1.50% of the net asset value of units redeemed. - 3rd year: 1.00% of the net asset value of units redeemed. - 4th year: 0.75% of the net asset value of units redeemed. - 5th year and later: No redemption fee. <p>All redemption fees shall be paid to the Fund and not to the Fund Manager.</p>
(2) Management Fees:	<p>The Fund will pay to the Fund Manager an annual fee of 1% of the Fund's net asset after deducting other payable charges and liabilities to be deducted on semi-annual basis (i.e.</p>

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	calculated based on the actual days on a semi-annual basis at each valuation considering that the year is 360 days) in addition to the value-added tax specified by the General Authority of Zakat and tax.																																																						
(3) Charges of custody service or any other service provided by the Custodian:	None																																																						
(4) Auditor Fee:	SAR 38,000 per annum, which shall be deducted from on a semi-annual base upon each evaluation by the Fund. Such fee shall be paid pursuant to the contract concluded with the Auditor in addition to the value-added tax specified by the General Authority of Zakat and tax																																																						
(5) Commission on loans	There are no outstanding loans to the Fund, but the Fund may borrow 10% of the net asset value of the Fund's assets in accordance with item 3 of clause (f). In case of borrowing, the Fund may incur financing costs for the loan that are in line with Shariah standards at market prices then prevailing.																																																						
(6) Fees related to the registration of units of the Fund, or any other administrative service	None																																																						
(7) Other Fees																																																							
(A) Developer Performance Fees	<p>The fees paid to the Developers are negotiated and agreed on an arm’s length basis on market standard terms. In accordance with the agreements executed by the Fund Manager, the Fund is liable to pay performance fees to developers, at the time of liquidation of properties based on the project IRR (Internal Rate of Return) from the additional profits of each project and net profits derived from sale proceeds.</p> <p>The terms of the performance fee calculation varies between developers as follows:</p> <table><tr><td>AQARAT</td><td colspan="4">For land development</td></tr><tr><td>IRR</td><td>0%-6.5%</td><td>6.5%-15.5%</td><td colspan="2">15.5% and above</td></tr><tr><td>Performance fee</td><td>No fees</td><td>32.5%</td><td colspan="2">40%</td></tr></table> <table><tr><td>SREDCO</td><td colspan="3">Applicable to property development</td><td colspan="2">Applicable to Property Management</td></tr><tr><td>IRR</td><td>0%-10%</td><td colspan="2">10% and above</td><td colspan="2">On net profit on the sale value</td></tr><tr><td>Performance fee</td><td>No fees</td><td colspan="2">30%</td><td colspan="2">30%</td></tr></table> <table><tr><td>ADCO</td><td colspan="3">Applicable to land development</td><td colspan="2">Applicable to property development</td><td>Applicable to Property Management</td></tr><tr><td>IRR</td><td>0%-6.5%</td><td>6.5% - 15.5%</td><td>15.5% and above</td><td>0%-10%</td><td>10% and above</td><td>On net profit on the sale value</td></tr><tr><td>Performance fee</td><td>No fees</td><td>32.5%</td><td>40%</td><td>No fees</td><td>30%</td><td>30%</td></tr></table>	AQARAT	For land development				IRR	0%-6.5%	6.5%-15.5%	15.5% and above		Performance fee	No fees	32.5%	40%		SREDCO	Applicable to property development			Applicable to Property Management		IRR	0%-10%	10% and above		On net profit on the sale value		Performance fee	No fees	30%		30%		ADCO	Applicable to land development			Applicable to property development		Applicable to Property Management	IRR	0%-6.5%	6.5% - 15.5%	15.5% and above	0%-10%	10% and above	On net profit on the sale value	Performance fee	No fees	32.5%	40%	No fees	30%	30%
AQARAT	For land development																																																						
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IRR	0%-6.5%	6.5% - 15.5%	15.5% and above	0%-10%	10% and above	On net profit on the sale value																																																	
Performance fee	No fees	32.5%	40%	No fees	30%	30%																																																	

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	<table><tr><td>SISCO</td><td colspan="3">Installment Sales</td></tr><tr><td>IRR</td><td>0%-6 %</td><td>6%-10%</td><td>10% and above</td></tr><tr><td>Performance fee</td><td>No fees</td><td>25%</td><td>40%</td></tr></table> <p>The estimated performance fee for each project will be calculated on each Valuation Day based on the values of the underlying properties and will be reflected in the Fund’s net asset value and paid at the time of liquidating each real estate in addition to the value-added tax specified by the General Authority of Zakat and tax.</p>	SISCO	Installment Sales			IRR	0%-6 %	6%-10%	10% and above	Performance fee	No fees	25%	40%																											
SISCO	Installment Sales																																							
IRR	0%-6 %	6%-10%	10% and above																																					
Performance fee	No fees	25%	40%																																					
(B) Other Developer Fees	<p>If an underlying real estate asset is acquired from an owner other than Al Esayi Group, the following additional fees as long with the value-added tax specified by the General Authority of Zakat and tax will also be paid by the Fund to the relevant developer:</p> <p>- Acquisition fee of 1.5%:2.5% of acquisition price - Brokerage fee of 2.5% of sales price</p> <p>Property Development fees (Construction supporting Activities):</p> <table><tr><td></td><td>Contingencies (on construction cost)</td><td>Construction management (on construction costs)</td><td>Development fees (on construction cost)</td><td>Marketing cost (on projected expected sale price)</td></tr><tr><td>SREDCO</td><td>7.5%</td><td>5%</td><td>7.5%</td><td>4.5%</td></tr><tr><td>ADCO</td><td>7.5%</td><td>5%</td><td>7.5%</td><td>4.5%</td></tr></table> <p>Land Development fees:</p> <table><tr><td></td><td>Management fee on land development budgeted cost</td></tr><tr><td>ADCO</td><td>20%</td></tr><tr><td>AQARAT</td><td>20%</td></tr></table> <p>Property Management related fees/ charges applicable for income generating/leased property only:</p> <table><tr><td></td><td>Lease contract fees (upon contract signing only) Long term leases- more than one year</td><td>Lease contract fees (upon contract signing only) Short term leases-one year or less</td><td>Property management fees (on rents collected net of service charges)</td></tr><tr><td>SREDCO</td><td>3%</td><td>5%</td><td>The higher of 7% or retainer fee of SAR 300,000</td></tr><tr><td>ADCO</td><td>3%</td><td>5%</td><td>The higher of 7% or retainer fee of SAR 300,000</td></tr></table> <p>Charges applicable to Installment sales:</p> <table><tr><td></td><td>Installment Sales management fee (Annual % on outstanding financed amount)</td><td>Collection fee per note collected</td></tr><tr><td>SISCO</td><td>0.5%</td><td>SAR 50</td></tr></table>		Contingencies (on construction cost)	Construction management (on construction costs)	Development fees (on construction cost)	Marketing cost (on projected expected sale price)	SREDCO	7.5%	5%	7.5%	4.5%	ADCO	7.5%	5%	7.5%	4.5%		Management fee on land development budgeted cost	ADCO	20%	AQARAT	20%		Lease contract fees (upon contract signing only) Long term leases- more than one year	Lease contract fees (upon contract signing only) Short term leases-one year or less	Property management fees (on rents collected net of service charges)	SREDCO	3%	5%	The higher of 7% or retainer fee of SAR 300,000	ADCO	3%	5%	The higher of 7% or retainer fee of SAR 300,000		Installment Sales management fee (Annual % on outstanding financed amount)	Collection fee per note collected	SISCO	0.5%	SAR 50
	Contingencies (on construction cost)	Construction management (on construction costs)	Development fees (on construction cost)	Marketing cost (on projected expected sale price)																																				
SREDCO	7.5%	5%	7.5%	4.5%																																				
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	Installment Sales management fee (Annual % on outstanding financed amount)	Collection fee per note collected																																						
SISCO	0.5%	SAR 50																																						
(C) Independent Board Members Compensations:	Maximum SAR 80,000 per annum for all independent members shall be deducted on semi-annual basis at each valuation and paid at the end of the year.																																							
(D) Control Fees:	SAR 7,500 per annum deducted on semi-annualbasis at each valuation and payable upon request by the CMA.																																							
(E) Fees for posting information on Tadawul website:	SAR 5,000 per annum that is deducted on semi-annual basis at each valuation and payable upon request by Tadawul in addition to the value-added tax specified by the General																																							

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	Authority of Zakat and tax.
(F) Projects Costs	The Fund manager shall be responsible for all project costs, such as land acquisition costs and project development costs in addition to the value-added tax specified by the General Authority of Zakat and tax.
(G) Other Fund Expenses:	The Fund shall be responsible for its administrative, professional, operating and other expenses such as custody fees, compensation payable to members of the Fund Board, valuation, audit, legal, advisory, litigation and publication expenses. Such administrative, professional, operating and other expenses are not expected to exceed 0.50% of the Fund's net asset value per annum, in addition to the value-added tax specified by the General Authority of Zakat and tax as applicable.
(8) Fees of Early Redemption:	None

The estimated fees and expenses that are payable by the Fund are presented in the Financial Disclosure Summary set out in Appendix B attached to these Terms and Conditions and the actual fees will be deducted only.

j) Evaluating Fund Assets

1- Method of Evaluating the Fund's Assets:

The Fund Manager shall evaluate the Fund's real estate assets based on an evaluation prepared by two independent real estate evaluators, both evaluators should be members of The Saudi Authority for Accredited Valuers (TAQEEM). Under the existing arrangements, the real estate evaluators are RE/MAX and Century 21. The Fund Manager has the right to change or appoint any new approved evaluator for the Fund, without any prior notice to unitholders. Such appointment will be made considering the Fund Manager's fiduciary responsibility to unitholders.

The price of one unit will be calculated by deducting total liabilities of the Fund, including any financial liabilities, fees and expenses payable by the Fund during the calculation period, including estimated payments of the performance fee (fixed liabilities will be deducted first, then variable liabilities), from Fund total assets, and the output will be divided by the number of the Fund units for the same period. Such price shall be the price of the Fund's units.

Total assets are the sum of all real estate assets, cash, accrued profits, and other receivables and the market value of all investments together including the market value of shares of listed companies and funds invested by the Fund with the current value of any other assets held.

2- Number and timing of evaluation:

The evaluation of Fund assets shall be performed for the purposes of determining the Fund's Net Asset at the end of the last Wednesday of June and December in each Georgian year. If such day is not a Business Day, the valuation will be conducted on the immediately preceding Wednesday which is a Business Day.

3- Manner of announcing Unit Price

The Fund Manager shall announce the unit price of the Fund on the second Thursday following the relevant Valuation Day, and if such day is not a Business Day then the immediately following Business Day. The unit price is published on Tadawul and Samba Capital websites.

k) Trading of Fund's Units

(i) Days of accepting orders for sale or purchase of the Fund's units

Subscription requests will be accepted on each Business Day. However, the cut-off time for receiving subscriptions requests is before 1 p.m. Riyadh time on each Tuesday immediately preceding the relevant Valuation Day.

Redemption requests will be accepted on each Business Day. However, the cut-off time for receiving redemption requests is before 1 p.m. Riyadh time on each last Wednesday of May for June evaluation, and last Wednesday of November for December evaluation for each Georgian year or, if such day is not a Business Day, the last date for receiving the redemption requests is the immediately preceding Wednesday which is a Business Day.

(ii) Procedures for delivery of purchase or sale of units

The purchase or sales of Funds units are done through submitting subscription/redemption forms to any Samba Capital's investment centres or by the available electronic channels provided by the Fund Manager.

▪ **Switching Funds:**

A unitholder may request to switch all or part of his investment in the Fund into another fund managed by Samba Capital. Such switching request will be treated as a separate redemption request from the Fund and a separate subscription into the second fund. The Fund Manager may impose his own conditions, including such conditions as to frequency of the switching. The Fund Manager will not impose any switching fees.

A unitholder may request the transfer of its investments or any part thereof from the Fund to another fund managed by the Fund Manager. In such case, the transfer request shall be treated as an independent redemption request from the Fund and a subscription request in the relevant target fund. Based on the transfer request, in case the unitholder's investment value falls below the minimum initial subscription amount, the Fund Manager may treat such request as a request for transfer of all investments to the target fund. If the transfer request gives rise to the redemption of the unitholder's investment in any of the funds, or transfer of his investments from a fund to another, and if, at any time, the account or declaration of the net assets of the target fund is suspended, the net proceeds of such redemption shall be maintained for the account of the unitholder, and ownership of the investment shall be transferred to the target fund to which investments are transferred for the price prevailing at the time of the earliest valuation day of the prices of that fund. The Fund Manager shall not take any responsibility for any claims or demands of any kind in connection with any lost opportunity or actual loss that may be incurred by the unitholder unless there is deliberate negligence or omission.

▪ **Redemption:**

Unitholders are entitled to apply for redemption of all or part of their units by completing and signing a redemption form and submitting it to the Fund Manager. Total redemption proceeds are calculated by multiplying the number of units to be redeemed by the net asset value of the units on the applicable Dealing Day.

In order for redemption requests to be processed, an application must be submitted before 1:00 pm, Riyadh Time, on the last Wednesday of each May for June Valuation and the last Wednesday of each November for December Valuation, for each calendar year. If such day is not a working day, the deadline for redemption request acceptance shall be the immediately preceding Wednesday which is a working day.

Redemption proceeds shall be paid to the redeeming Unitholders in Saudi Riyals by way of a bank transfer to their SFG account within thirty days from the relevant Announcement Day, provided that all required information and documents have been submitted by the Unitholder for the purpose of meeting the Know Your Customer due diligence requirements and the relevant rules and regulations. Redemption proceeds shall not be paid to any party other than the redeeming Unitholder. In case the Unitholder no longer has an SFG account, the redemption proceeds shall be paid by cheque and in accordance with Fund Manager KYC due diligence and the relevant rules and regulations

The Fund Manager may reject a redemption request or delay the redemption request to the following Dealing Day in the following cases:

- i. If the total amount of redemption requests to be executed on any Dealing Day exceeds 10% of the Fund's total net asset value; or
- ii. If trading is suspended on Tadawul on the Dealing Day.

Redemption shall not be permitted in the first year of holding the units. During the second, third and fourth years of investment in the fund, Unitholders may redeem up to 25% of the units held by them per annum. There shall be no limit on redemption during the fifth year and thereafter. In case the value of the redemption requests, on any Dealing Day, exceeds 10% of the Fund's net asset value, the Fund Manager shall be entitled to delay or decrease the redemption requests for all applicants and process the redemption requests of a value not exceeding 10% of the Fund's net asset value, so that the units shall be proportionally redeemed by the applicants for redemption. The redemption requests which have not been completely processed shall be transferred to the following redemption day. Such redemption requests shall not be prioritized and the units shall be redeemed based on the applicable redemption price on the relevant day.

L. Cases of Termination of the Fund:

The Fund may be terminated in the following cases:

(a) The determination of the Fund Manager with the approval of the Fund Board and the CMA, (b) bankruptcy or winding up proceedings were successfully brought against the Fund Manager, (c) the Fund Manager is no longer licensed by the CMA to conduct securities business in the Kingdom or (d) there is a change made to the laws or regulations or there are other circumstances which the Fund Manager finds as a justified reason to terminate the Fund (each referred to as a “**Termination Event**”).

Unitholders will be notified within thirty days of occurrence of a Termination Event. The Fund Manager shall provide written notice to the CMA prior to terminating the Fund.

The Fund Manager shall adopt a plan to liquidate the Fund's assets prior to the termination of the Fund

M. Fund's Board of Directors:

The Fund Manager will appoint the Fund Board to oversee certain business of the Fund and to act for the benefit of the Fund and its investors. The Fund Board shall work with the Fund Manager to ensure the success of the Fund.

1) Names and Qualifications of the Members of the Fund's Board of Directors and Announcement of the Independent Members

The Fund Board shall be composed of 4 members appointed by the Fund Manager. Each member of the Fund Board shall have significant experience with real estate or investment matters. At least one third of the Fund Board members must be independent members. In all cases, number of the independent members shall not be less than two and their contract term shall be three renewable years.

The Fund Board shall be formed of the following members:

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- **Mr. Ammar Bin Hassan Bin Yassin Bakheet (Independent Member)**

The founding partner and CEO of Mnasah Digital Platform.

- More than 27 years of experience in the financial sector. Specialized in business establishment in the financial sector, strategy development, securing regulatory and legislative approvals, building of the operational infrastructure, and building the administrative teams to run such businesses.

- Founder of Mnasah , a technical financial company specialized in operating and running of a digital platform specialized in financing of small and medium-sized enterprises (SMEs) Kingdom of Saudi Arabia (2017-Present).

- Head of asset management & product development - Audi capital 2007–2017

- Establishment of the Investment Division at RAKBank (Dubai) (2003 -2006).

- Working at Samba Capital as Saudi Equity Funds manager (1998-2002).

- Co-founding Bakheet Investment Company (1993- 1998).

- **Mr. Al-Badji T. Tak-Tak – Non independent Member - Chairman**

Mr. Tak-Tak is currently the General Manager and Chief Risk Officer of SFG. He is also a member of SFG Board of Directors. He holds a degree in Political Science and Economy from the Institute of Political Studies, Paris, France and a degree in Business Administration from the School of Higher Commercial studies, Paris, France.

- **Dr. Fahad Bin Mohamed Bin Abdullah Al Majid- (independent member)**

Dr. Al Majid has been the Dean of the College of law at Prince Sultan University since 2018. He has been a member of the Customs Appeal Committee in Riyadh since 2018. He also worked as the Executive Vice President for legal affairs at Al Tayyar Group from 2015 to 2016. He has worked as the General Manager of the Compliance and Anti-money Laundering Committee At Al Rajhi Bank (2010-2014). He has also worn many academic and executive hats in the legal, banking, Arbitration, and corporate governance fields. He has worked as a Presiding Arbitrator in many commercial cases, the property and construction disputes.

Dr. Majid has supervised the founding of an integrated framework for governance for one of the national centres that worked on one aspect of 2030 Vision. He has developed study materials for bank regulations compliance, anti-money laundering, and Corporate Governance in partnership with the Institute of Finance to be presented to 250 employees of the financial institutions in Saudi Arabia. He has published a book entitled A Conceptual Framework for Reforming the Corporate Governance of the Saudi law in English.

- **Syed Taj Ahmad – Non independent Member**

Academic Qualifications

BA, Commerce, University of Karachi, Karachi - 1986.

Chartered Accountant (CA), Institute of Chartered Accountants of Pakistan - 1991.

Certified Public Accountant (CPA), Colorado Board of Accountancy, USA - 1994.

Financial Risk Manager (FRM), Global Association of Risk Professionals (GARP)

USA - 2005.

Professional Experience

Mr. Ahmad has over 25 years of experience in Audit, Finance and Risk Management in various roles and institutions including, Citibank, Canada.

Mr. Ahmad is a member of the Operating Committee, Risk & Compliance Committee, Fiduciary & Investment Review Committee, Valuation Committee, Principal Investments Oversight Committee, Asset Management Division Investment Committee and Asset Management Division Samba Real Estate Fund Investment Committee.

The following members are members of the Boards of Directors of the following funds:

Samba Capital Investment Funds	Al-Badji T. Tak- Tak	Syed Taj Ahmad	Fahad Al- Majid	Ammar Bin Hassan Bin Yassin Bakheet
International Trade Finance Fund in USD (Sunbullah USD)	X	X	X	X
International Trade Finance Fund in SAR (Sunbullah SAR)	X	X	X	X
Al Musahem Saudi Equity Fund	X	X		X
Liquidity Fund in SAR (Al Razeen SAR)	X	X		X
Liquidity Fund in USD (Al Razeen USD)	X	X		X
Al Raed Saudi Equity Fund	X	X	X	X
Izdihar China Equity Fund	X	X		X
Al-Fareed Saudi Equity Fund	X	X		X
Al-Raed GCC Fund	X	X	X	X
Al Jood GCC Equity Fund	X	X	X	X
Al Musahem GCC Fund	X	X		X
Samba Real Estate Fund	X	X	X	X
Al Ataa Saudi Equity Fund	X	X	X	X
Samba Capital Americas Equity Fund	X	X		X
Samba Capital Europe Equity Fund	X	X		X
Samba Capital Asian Equity Fund	X	X		X

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Samba Capital Global Equity Fund	X	X		X
Al Nafees Global Commodities Equity Fund	X	X	X	X
Al Ataa GCC Fund	X	X	X	X
SAMBA Sovereign Sukuk Fund	X		X	X

2) Remuneration of the Fund's Board of Directors

Independent Board members shall receive a remuneration of SAR 20,000 for attendance of the Fund Board meetings. Therefore, the total remuneration to be paid to the independent members shall maximum be SAR 80,000 per annum. Only the independent Board members of the Fund shall be paid remuneration for attending the Fund Board meetings. There are two independent members of the Fund Board members. The remuneration shall be calculated at SAR 20,000 for each Board member and for each meeting attended by such member during the financial year.

The Fund Board shall meet as and when requested by the Fund Manager, provided that the Fund Board shall meet at least twice per year. All the decisions of the Fund Board shall be approved in accordance with Fund Board's Charter.

3) Services provided by the Fund Board members

The Fund Board's responsibilities include the following:

- Ensuring that the Fund Manager carries out its obligations in the best interest of the investors in accordance with these Terms and Conditions and the relevant regulations;
- Approving all substantial contracts, decisions and reports in relation to the Fund, including but not limited to development, custody, marketing and evaluation contracts;
- adopting and confirming completeness and accuracy of the Terms and Conditions, any changes to them, and compliance with all applicable rules and regulations;
- Deciding on any transaction which may include any conflict of interest disclosed by the Fund Manager;
- Approving appointment of the auditor and the custodian;
- Where appropriate, ratifying any conflict of interest identified by the Fund Manager in accordance with the Regulations;
- Meeting at least twice per year with the Fund Manager's compliance officer, anti-money laundering officer and terrorism financing reporting officer to ensure compliance with all applicable regulations and laws;
- Ensuring disclosure of all significant information by the Fund Manager to the Unitholders and the other stakeholders;

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- Acting for the benefit of the Fund and its Unitholders. Each member of the Fund Board has fiduciary responsibility towards the Unitholders, including the duty of loyalty and reasonable due diligence.

N. Fund Manager:

1) Name: Samba Capital and Investment Management Company
Address: Kingdom Tower
 Olaya Street
 P.O. Box 220007
 Riyadh 11311
 Kingdom of Saudi Arabia
Website: www.sambacapital.com

2) Summary overview

Samba Capital and Investment Management Company, is a closed joint stock sole proprietor company incorporated under laws of the Kingdom of Saudi Arabia, with commercial registration no. 1010237159 and licensed as an “Authorized Person” under CMA license no. 07069-37 dated 10th Jumadah Akhera 1428H (corresponding to 25th June 2007) to deal as principal, agent and underwriter, arrange, manage investment funds and client portfolios, provide advice, and to carry out custody business. In addition, Samba Capital is licensed to provide margin financing under a trading license. Samba Capital is headquartered in Riyadh.

3) Services and Responsibilities

The Fund Manager will provide management and other services to the Fund, including but not limited to the following:

- Setting out the decision-making procedures that should be followed upon executing technical and administrative matters relating to the Fund’s business and projects;
- Informing the CMA of any material event or development that might affect the Fund’s business;
- Complying with all the applicable laws and regulations in the Kingdom relating to the Fund’s business;
- Managing the Fund’s assets for the benefit of the Unitholders in accordance with the Terms and Conditions;
- Ensuring the legality and validity of all contracts concluded for the benefit of the Fund;

- Implementing the Fund's investment strategies described herein;
- Admitting investors to the Fund and maintaining the Fund Register;
- Negotiating and executing each acquisition agreement pursuant to which the Fund will acquire the property;
- Arranging, obtaining, negotiating and executing *Shari'ah*-compliant financing on behalf of the Fund;
- Appointing the *Shari'ah* Supervisory Board and securing their approval regarding that these Terms and Conditions are in compliance with the standards of the *Shari'ah* Board;
- Appointing the Auditor of the Fund;
- Overseeing the performance of the Developer(s);
- Arranging liquidation of the Fund upon its termination;
- Providing the Fund Board with all necessary information relating to the Fund to ensure that the Fund Board members shall fully perform their responsibilities; and
- Consulting with the Fund Board from time to time to ensure compliance with the CMA's regulations and the Terms and Conditions.

4) There is no significant business activity or other interest of the Fund Manager's Board members or the Fund Manager which could result in a conflict of interest.

5) There is no substantial conflict of interest which may have effect on the Fund Manager in performance of the duties thereof towards the Fund.

6) Delegation of a Task or Authority Relating to the Fund Business to a Third Party The Fund Manager shall authorize the Fund developers or an employee of the Fund developers following receipt of formal letters from the developers, to obtain layout licenses and building permits for the Fund's projects from the municipalities and the competent government authorities, complete the necessary procedures to apply the White Land Tax Law and the Executive Regulations thereof for the Fund's lands which are subject to the White Land Tax, and to sign on behalf of us all the relevant papers, documents and forms. Such authorization shall include the following: 1) register and submit documents and particulars of the lands to the Ministry of Housing; 2) contact the Ministry of Housing with respect to the lands which are subject to the White Land Tax and receive the decisions issued in their regard; 3) pay the fees and penalties levied on the lands; 4) file a grievance against the decisions concerning levying fees and penalties on the lands; object to valuation of the lands and the determined fees and penalties based on such valuation before the competent courts; and accept and execute the court's

decisions in this regard or appeal against the same; and 5) obtain the cadastral survey through the engineering offices; enter into contracts with the companies which provide the main services (e.g. Saudi Electricity Company (SEC), National Water Company and other service companies), as required by each project; transfer certain plots of raw land development projects to SEC for the purpose of installation of the generator room or other services as recognized in the real estate market in the Kingdom, in a way that shall not be contrary to the laws and regulations regulating the Fund's business; as well as hand over the projects upon their completion to the municipalities; obtain necessary approvals from the relevant authorities such as Transport Ministry, Civil Defense, Police and service companies, as required; sort out title deeds of the Fund's assets into independent title deeds and sale permissions for each land plot or real estate unit from the notary public offices; as well as authorize the same to sell the Fund's projects and receive the price under endorsed cheque in the name of the custodian or affiliate of the custodian "Samba Investment Real Estate Company" or deposit the sale value into Escrow Account with the developer, as deemed appropriate by the Fund Manager.

7) Investment in the Fund

Currently, the Fund Manager has no investment in the Fund; however, the Fund Manager shall have the right to buy and/or redeem units in accordance herewith The Fund Manager shall be treated the same way as other unitholders.

O. Custodian:

Name:	Samba Capital and Investment Management Company
Address:	Kingdom Tower Olaya Street P.O. Box 220007 Riyadh 11311 Kingdom of Saudi Arabia
Website:	www.sambacapital.com

The Custodian will maintain records and accounts relating to the assets, liabilities and expenses of the Fund. The assets of the Fund shall be held by the Custodian or by one or more of the Department of Custody in different locations with authorized financial institutions selected by the Custodian, provided that they shall be held for the account and under responsibility of the Subscriber.

e. Developer:

The Fund Manager shall have the right to use the services of one or more developers who may undertake development of the lands. Each Unitholder shall authorize the Fund Manager to act on behalf of them and enter into contracts with developers and pay fees (subject to approval of the Fund Board) from time to time, including any fees,

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charges or incentives. Such incentives and fees shall be announced in the periodic reports. Upon request, Unitholders may access any contracts concluded in favor of the Fund. The Fund Manager has appointed four real estate developers for the Fund, as follows:

- (i) AQARAT Real Estate Development and Investment Co (AQARAT)
P.O. Box: 51344, Jeddah 21543, Kingdom of Saudi Arabia
- (ii) Saudi Real Estate Development Co. Ltd (SREDCO)
P.O. Box: 12944, Jeddah 21483, Kingdom of Saudi Arabia
- (iii) Saudi Installment Services Co. Ltd (SISCO)
P.O. Box: 10402, Jeddah 21331, Kingdom of Saudi Arabia
- (iv) Alesayi Development Company (ADCO)
P.O. Box: 4199, Jeddah 23326, Kingdom of Saudi Arabia

Each of the above mentioned developers are affiliates of Omar Kassim Alesayi Group Co. Ltd (OKAG). Under the Agreement concluded by and between Samba Capital and OKAG, OKAG has agreed that OKAG or the relevant affiliate development company will invest with not less than 20% in each project of the Fund.

The Fund Manager has the right to change the developers or appoint any new developer for one or more projects with the approval of the Fund Board.

Q. Auditor

Name: PricewaterhouseCoopers
Address: Kingdom Tower
21st Floor
King Fahd Highway
Riyadh 11414
Kingdom of Saudi Arabia
Website: www.pwc.com

R. Financial Statements

The Fund's financial year shall commence from 1st January to 31st December of each Gregorian calendar year. Financial statements of the Fund shall be prepared by the Fund Manager and shall be reviewed semi-annually and audited once annually by the Auditor in accordance with the accounting standards issued by the Saudi Organization for Certified Public Accountants (SOCPA). The audited financial statements of the Fund shall be submitted to the Fund Board and shall be made available within a period no later than forty (40) working days from the end of each financial year and shall be published on the Tadawul and Samba Capital websites. The audited financial statements shall be mailed to Unitholders free of charge upon written request and shall be available at all investment centres of Samba Capital. The Fund Manager

shall also prepare semi-annual unaudited financial statements and shall be available within a period not exceeding 25 working days from the end of the financial period covered by those statements. Such statements shall be mailed to the Unitholders free of charge upon their written request.

S. Conflicts of Interest

Conflicts of interest may exist or arise from time to time between the Fund on one hand and, on the other hand, the Fund Manager or the affiliates, directors, officers, employees and agents thereof, and other funds sponsored or managed by them. If the Fund Manager has a material conflict of interest with the Fund, it will make a full disclosure to the Fund Board as soon as practicable. The Fund Manager and the Fund Board will resolve any conflicts of interest by exercising their good faith judgment considering the interests of all affected parties or entities taken as a whole. All material conflicts of interest will be disclosed in the terms and conditions of the Fund and its periodic reports. Any conflicts of interest that may arise during the Fund's running will be immediately disclosed.

The Fund Manager and its affiliates may not act as principal when dealing with the Fund. The Fund Manager may not favor the interest of one Unitholder over other Unitholders. In case of any conflict of interest involving a Unitholder holding over 5% of the Fund's units, the Fund Manager shall disclose such conflict to the unitholders, and obtain approval of the Fund Board in such situations.

The Fund Manager has initially identified the following conflicts of interest:

Other Actions of Samba Capital

Samba Capital or its affiliates may have position or share from time to time in the securities invested in the Fund and may provide significant advice or services relating to the securities to the issuer of the securities invested in the Fund.

With taking into consideration not to affect the Fund's interest, the subscriber understands and accepts that the Fund Manager or any of its directors or employees may from time to time:

1. Hold investment units in the Fund; and
2. Has banking relationship with the companies which the securities thereof are in custody, purchased or sold on behalf of or to the Fund.

Samba Capital Similar Products Management

Samba Capital manages and expects to continue to manage its own account and other investments and accounts with objectives similar in whole or in part to those of the Fund, including other collective investment vehicles which may be managed or sponsored by Samba Capital and in which Samba Capital or its affiliates may have equity interest. In addition, subject to the limitations set forth herein, Samba Capital and its affiliates may in the future sponsor or serve as fund manager, investment

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manager or general partner with respect to private investment funds or other collective investments, one or more of which may invest in property similar to the property developed by the Fund.

Fund Board

The Fund Board will oversee the resolution of conflicts of interests. As of the date of these Terms and Conditions, the Fund Board may be composed of certain employees of the Fund Manager or its affiliates.

Legal Counsel

The Law Office of Mohammad Al-Ammar (in affiliation with King & Spalding LLP) represents the Fund and the Fund Manager and their respective affiliates, but will not represent any investor in connection with an investment in the Fund. Investors should consult with and rely upon their own counsels concerning investments in the Fund, including the regulatory and tax consequences relating to an investment in the Fund.

T. Reporting to Unitholders

Upon subscription in the Fund Units, Unitholders shall be issued a written notice by the Fund Manager.

At the end of each Gregorian calendar year, the Fund Manager will prepare audited financial statements for the Fund no later than 25 days from the end of the financial period covered by those lists. Such financial statements shall be mailed to Unitholders free of charge upon written request and will be available at all investment centers of Samba Capital and on Samba Capital's website. The Fund Manager shall also prepare semi-annual unaudited financial statements no later than 40 days from the end of the financial period covered by those lists. They shall also be mailed to Unitholders free of charge upon their written request.

The Fund Manager will also prepare for each Unitholder a semi-annual statement at the end of June and December of every Gregorian year that includes (i) net asset value of the Fund's units, (ii) the number of units owned by the unitholder and its net value and (iii) any subscription and/or redemptions done by the unitholder since the previous statement and any profit paid after the last statement provided to the unitholders. If the unitholder have units in funds or other accounts at Samba Capital, the Fund Manager will mail to the unitholder a combined statement of the units owned by the same.

u. Other Information

(i) Units and Fund Register

Each unitholder will, in respect of the Fund in which the unitholder has invested, own an undivided interest in the Fund's assets based on net asset value of the unitholder's units.

The Fund Manager will offer units in the Fund of the same class.

The Fund Register shall be maintained by the Fund Manager and kept at the office of the same. The Fund Register shall contain, among other things, the names and addresses of all unitholders and the number of units held by such. Any transfer of units by any unitholder shall only be effective once registered in the Fund Register by the Fund Manager.

(ii) Confidentiality of information

The Fund Manager shall maintain all works and data and investments of subscribers in the highest degree of confidentiality and the Fund Manager may only disclose such information under the following statutory restrictions:

- If such disclosure is required by the Law or the implementing regulations thereof or the applicable laws in the Kingdom.
- If such disclosure is approved by the client.
- If such disclosure is reasonably necessary for the performance of certain service to the client.
- If such information is no longer considered confidential.

(iii) Shari'ah Compliance

The Fund will make, finance and manage its investments in a manner that is compliant with Islamic *Shari'ah* Standards. The Fund Manager has appointed the following individuals to monitor ongoing compliance of the Fund with the said standards. The Fund shall, at all times, operate in accordance with the *Shari'ah* Standards determined by the *Shari'ah* Supervisory Board comprising:

- Sheikh Abdullah Al-Manee's
 - Member of the senior Ulama Board since its establishment in 1391H.
 - Member of Supreme Judicial Council of Saudi Arabia
 - Former Judge at Supreme Court, Saudi Arabia.
 - Former President of Makkah Courts.
 - Member of Islamic Fiqh Academy.
 - Member of Sharia'h boards of various Islamic Banks and financial institutions
- Sheikh Dr. Abdullah Al- Mutlaq
 - Professor of Comparative Jurisprudence at Al Imam Mohammed bin Saud Islamic University, Saudi Arabia.
 - Member of Supreme Judicial Council of Saudi Arabia.
 - Advisor to several Islamic institutions and a *Shariah* board member of many Islamic banks and financial institutions
- Shaikh Dr. Mohammed Ali Al Qari
 - Professor of Islamic Economics and Former Director of The Center for Islamic Economics Research, King Abdulaziz University, Saudi Arabia.
 - Expert in the International Islamic Fiqh Academy (IIFA), of the. Organization of Islamic Cooperation (OIC), Jeddah
 - Shariah Board member of many Islamic Banks and Institutions.

(a) Dividend Purification:

1) For the amounts invested in the stocks and other investment funds, the Fund Manager will determine Impure Income and determine their proportion, by reference to the Fund's percentage investment in each investment company and other investment funds, to be deducted from the Net Asset Value of the Fund as Impure Income.

2) The Fund Manager will calculate, on a semi-annual basis, in respect of each Investment Company and fund, the amount of Impure Income to be deducted from the Net Asset Value of the Fund on the basis of the latest available information for which provision shall be made on each Valuation Day upon calculation of the Net Asset Value. The deducted amounts representing Impure Income will be donated by the Fund Manager to recognized humanitarian charities, which have been approved by the Shariah Supervisory Board

(iv) Language:

These Terms and Conditions and all related documents, reports, notices and waivers and other communications may be prepared in both Arabic and English languages, and in the case of any conflicts, the Arabic version shall prevail.

(v) Complaints Procedures

In case of any complaint related to the Fund, the unitholder shall send the complaint thereof to the Customer complaint unit of the Fund Manager to the address through any of the Channels mentioned on the website of the Fund Manager.

The Fund Manager will provide full procedures for handling complaints of the subscribers if so requested. In case of failure to reach a settlement or failure to reply within thirty (30) Business Days, the investor shall have the right to file the complaint thereof to the CMA's Department of Investors' Complaints. The Unitholder may also file the complaint thereof to The Committee for Resolution of Securities Disputes after ninety (90) calendar days from the date of filing the complaint to CMA, unless the complainant is notified by the CMA that it may be filed to The Committee for Resolution of Securities Disputes earlier.

(vi) Tax and Zakat Considerations

Unitholders will be responsible for any income tax or zakat assessed upon such as a result of holding units. For such, Unitholders who are in any doubt about their tax and zakat position should obtain professional advice to ascertain the consequences of purchasing, owning, or disposing of units in the Fund.

(vii) Know Your Customer (KYC)

It may be necessary for the Investor to provide documents in addition to the subscription form for the purpose of complying with the related legal requirements to verify the investor's and any beneficial owner's identity. Such information will remain confidential and will only be disclosed with the consent of the investor or in accordance

with applicable regulations. Funds or financial intermediaries holding units therein will be required to enter into an agreement with the Fund Manager under which they warrant to provide the Fund Manager with any information or document about the beneficial owner as well as any other information that may be requested by Fund Manager to comply with applicable laws and regulations.

v. Amendments to the Fund's Terms and Conditions:

The Fund Manager may amend these Terms and Conditions, following Fund Board and CMA approvals, and to provide a notice summarizing all related amendments to each unitholder.

The Fund Manager shall submit a brief of such amendments within sixty (60) calendar days from the proposed date of entry into force. Such amendments shall be binding for all unitholders after the expiry of the sixty-day period from the proposed date of entry into force. Terms and Conditions are updated annually to reflect the fees, charges, actual expenditures and updated fund performance information. The fund manager will provide those terms and conditions to all the unitholders via mail or electronic means as well as post the same on the Saudi Stock Exchange "Tadawul" (www.tadawul.com.sa) as well as the Fund manager website (www.sambacapital.com.sa) on the business day following the date of adoption of the amendments.

w. Governing Law

These Terms and Conditions shall be governed and construed in accordance with the laws applicable in the Kingdom Saudi Arabia

The Fund Manager and each investor will seek to resolve amicably any dispute arising out of or in connection with these Terms and Conditions and the matters contemplated herein. In the event that a dispute cannot be settled amicably, it may be referred by any party to the competent judicial authorities for resolution of securities disputes in Saudi Arabia

Appendix A

Shariah Board Standards

The guidelines below were established for the purposes of determining the types of companies in which the Fund's assets can be invested:

1. The Fund Assets may only be invested in companies that derive their main sources of income from real-estate development and related sectors complying with Shariah Board Standards.
2. Companies' shares shall be excluded if:
 - a) The percentage of existing debts with interest exceeds 33% of the total market value (the market value of companies will be determined on the basis of the annual weighted average)
 - b) Income from interest exceeds 5% of the operational income.
 - c) The accounts receivable and cash balances exceed 49% of the total assets.
3. Stocks giving preference during distribution of proceeds or in liquidation shall be excluded.
4. The following investments shall be excluded:
 - a) Bonds
 - b) Investment Funds not approved by the Sharia Supervisory Board
 - c) Futures contracts
 - d) Options contracts
 - e) Short Selling
 - f) Transactions with deferred payment dates for the purchase and sale of currencies, gold or silver.

These terms will be modified and reviewed to reflect any changes to the policy and investment standards made by the Sharia Supervisory Board.

It enables the Sharia Supervisory Board to review the asset portfolio on a regular basis every three months.

Appendix B

Summary of Financial Disclosure for 2019 Financial Year

Category	Amount (SAR)
Net Asset Value	227,318,915
Issued Units	20,730,975
Unit Price*	10.97
Developer Performance Fees	0
Management Fees	3,076,236
Remuneration of Independent Fund Board members	80,000
Monitoring Fees	7,500
Project Valuation Fee	80,895
White Land Fee	662,057
Project Acquisition Fee	0
Index Fees	N/A
Dividends Purification Fees	0
Fees for posting information on Tadawul website	5,250
Dealing Fees	0
Custody Fees	0
Auditors Fees	40,294
Borrowing Cost	N/A
Legal Fees	0
Admin Fees / Other Fees	168,275

Category	Amount (SAR)
Fund Expense Ratio	%0.46
Dealing Expense Ratio	%0.00

- The unit price mentioned above is as specified in the financial statements, in which the Unit Price is calculated based on the book value (cost) of the Fund investments. As for the Unit Price indicated in the Fund performance table in the following page, which is posted on Tadawul website, it reflects the Unit Price based on the market value of the Fund's investments, which is the Unit Price used in subscriptions and redemptions.

Appendix C

An illustrative example of how a Fund's benchmark is calculated

The Fund's Performance Benchmark is as follows:

- 25% of the percentage of cash dividends for stocks of listed real estate companies (weighted by market value).
- 15% of the rise in the value of stocks in real estate companies (weighted by market value).
- 60% of the rate of return on the Sukuk with a maturity period of three years based on the return at Maturity Date.

Illustrative example of how the returns from cash dividends and the appreciation of the stock (performance) is calculated for real estate companies:

Illustrative example of how the return on Sukuk is calculated:

	Sukuk	Semi-annual Sukuk Return						
		A	B	C	D		F	
					1-B/C=	A*D=		A*E=
N	Company	The weight of the company by market value	Price as at the end of the previous half year	Price as at the end of the current half year	The company's performance during this half year	The company's performance based on its weight	The rate of return on cash dividends	The proportion of cash dividends based on the company's weight
1	Stock A	20.32%	38.00	41.50	9.21%	1.87%	6.58%	1.34%
2	Stock B	33.16%	31.00	31.50	1.61%	0.53%	3.23%	1.07%
3	Stock C	28.88%	18.00	18.95	5.28%	1.52%	2.78%	0.80%
4	Stock D	17.65%	8.25	7.35	-10.91%	-1.93%	0.00%	0.00%
	Total	100.00%			Total	2.01%	Total	3.21%

1	Sukuk A	0.8883%
2	Sukuk B	0.7514%
3	Sukuk C	0.6000%
4	Sukuk D	0.6463%
	Average Return	0.7215%

Based on the illustrative examples above we calculated the index's performance:

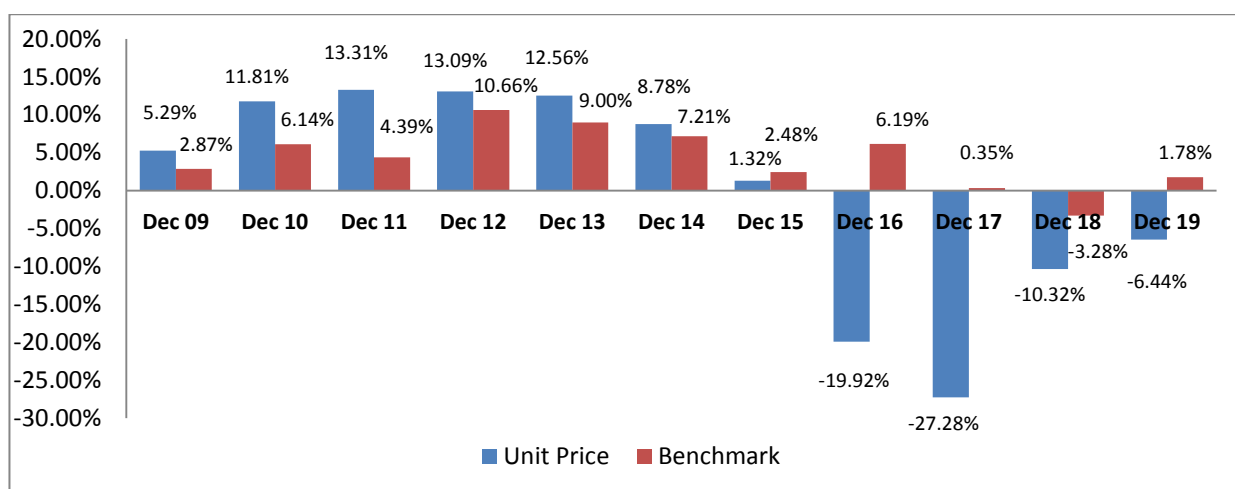
		A	B	A*B=
	Index Standards	Return	Weight on Index	
1	Dividends returns throughout the half year	3.21%	25%	0.80%
2	Rise in the value of the listed real estate stocks throughout the half year	2.01%	15%	0.30%
3	Average Sukuk returns throughout the half year	0.72%	60%	0.43%
				1.54%

Based on the illustration example above, the real estate fund index's performance for the half year was 1.54%, and each half year shall be calculated as such.

Fund performance against benchmark since inception

Date	Unit Price	The rate of change in the unit price	Benchmark	The rate of change in the Benchmark
Inception	10.00		10.00	
Dec 2007	12.52	25.19%	11.87	18.71%
Dec 2008	13.80	10.22%	11.93	0.52%
Dec 2009	14.53	5.29%	12.28	2.87%
Dec 2010	16.24	11.81%	13.03	6.14%
Dec 2011	18.41	13.31%	13.60	4.39%
Dec 2012	20.82	13.09%	15.05	10.66%
Dec 2013	23.43	12.56%	16.41	9.00%
Dec 2014	25.49	8.87%	17.59	7.21%
Dec 2015	25.83	1.32%	18.02	2.48%
Dec 2016	20.68	-19.92%	19.14	6.19%
Dec 2017	15.04	-27.28%	19.21	0.35%
Dec 2018	13.49	-10.32%	18.58	-3.28%
Dec 2019	12.62	-6.44%	18.91	1.78%

Rate of Return	Change in Unit Price	Change in Benchmark
Since a year	% -6.44	% 1.78
Since 3 years	% -38.98	% -1.22
Since 5 years	% -50.49	% 7.49
Since 10 years	% -13.13	% 54.01



Disclaimer:

Neither past performance of the investment fund nor the past performance of the index indicate the future performance of the fund. The Fund does not guarantee to Unitholders that the Fund's performance (or the performance thereof compared to the index) will be repeated or be similar to past performance.

Acknowledgment:

I, the undersigned, acknowledge that I have read, understood and agreed to all the terms and conditions of the Fund.

Name:

Signature: