

NOTICE ACCOMPANYING THE ELECTRONIC PROSPECTUS OF PARADIGM REAL ESTATE INVESTMENT TRUST (“PARADIGM REIT”) DATED 16 MAY 2025 (“ELECTRONIC PROSPECTUS”)

(Unless otherwise indicated, specified or defined in this notice, the definitions in the Electronic Prospectus shall apply throughout this notice)

Website

The Electronic Prospectus can be viewed or downloaded from Bursa Malaysia Securities Berhad’s (“**Bursa Securities**”) website at www.bursamalaysia.com (“**Website**”).

Availability and Location of Printed Prospectus

Any investor in doubt concerning the validity or integrity of the Electronic Prospectus should immediately request a paper/printed copy of the Prospectus directly from the Manager, Paradigm REIT Management Sdn Bhd, or the Issuing House, Malaysian Issuing House Sdn Bhd. Alternatively, the investor may obtain a paper/printed copy of the Prospectus, subject to availability, from participating organisations of Bursa Securities, members of the Association of Banks in Malaysia and members of the Malaysian Investment Banking Association.

Prospective investors should note that the Application Forms are not available in electronic format.

Jurisdictional Disclaimer

The Offering and the distribution of the Electronic Prospectus are subject to the laws of Malaysia. The Electronic Prospectus will not be distributed outside Malaysia. Bursa Securities, the Manager, the Sponsor, the Selling Subsidiaries, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters named in the Electronic Prospectus have not authorised and take no responsibility for the distribution of the Electronic Prospectus outside Malaysia. No action has been taken to permit any offering of the Units based on the Electronic Prospectus in any jurisdiction other than Malaysia. The Electronic Prospectus may not be used for the purpose of and does not constitute an offer for the subscription or purchase of, or an invitation to subscribe for or purchase, the Units to any person outside Malaysia or in any jurisdiction or in any circumstance in which such an offer is not authorised or lawful or to any person to whom it is unlawful to make such offer or invitation. Prospective investors who may be in possession of the Electronic Prospectus are required to take note, to inform themselves, and to observe such restrictions.

Close of Application

Applications for the Offer Units offered under the Retail Offering will open at 10.00 a.m. on 16 May 2025 and will close at 5.00 p.m. on 23 May 2025. Any change to the timetable will be announced by way of advertisement in widely circulated English and Bahasa Malaysia daily newspapers within Malaysia.

The Electronic Prospectus made available on the Website after the closing of the application period is made available solely for informational and archiving purposes. No securities will be allotted or issued on the basis of the Electronic Prospectus after the closing of the application period.

Persons Responsible for the Internet Site in which the Electronic Prospectus is Posted

The Electronic Prospectus which is accessible at the Website is owned by Bursa Securities. Users’ access to the Website and the use of the contents of the Website and/or any information in whatsoever form arising from the Website shall be conditional upon acceptance of the terms and conditions of use as contained on the Website.

The contents of the Electronic Prospectus are for informational and archiving purposes only and are not intended to provide investment advice of any form or kind, and shall not at any time be relied upon as such.



PARADIGM REAL ESTATE INVESTMENT TRUST

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PROSPECTUS

PROSPECTUS



PARADIGM REAL ESTATE INVESTMENT TRUST ("PARADIGM REIT")

(A REAL ESTATE INVESTMENT TRUST CONSTITUTED IN MALAYSIA UNDER THE DEED DATED 11 MARCH 2025 AND REGISTERED WITH THE SECURITIES COMMISSION MALAYSIA ("SC") ON 13 MARCH 2025, ENTERED INTO BETWEEN PARADIGM REIT MANAGEMENT SDN BHD (REGISTRATION NO: 201901023858 (1333187-V)) ("MANAGER") AND RHB TRUSTEES BERHAD (REGISTRATION NO: 200201005356 (573019-U)) ("TRUSTEE"), BOTH COMPANIES INCORPORATED UNDER THE LAWS OF MALAYSIA)

THE OFFERING OF 560,000,000 UNITS IN PARADIGM REIT ("UNITS") ("OFFER UNIT(S)") COMPRISING:

(A) RETAIL OFFERING OF UP TO 254,657,500 UNITS IN PARADIGM REIT CONSISTING OF THE FOLLOWING:

- 194,862,500 OFFER UNITS ("RESTRICTED OFFER UNITS"), TO THE ENTITLED SHAREHOLDERS OF WCT HOLDINGS BERHAD ("WCTH") ("ENTITLED WCTH SHAREHOLDERS") ON THE BASIS OF 1 RESTRICTED OFFER UNIT FOR EVERY 8 EXISTING ORDINARY SHARES IN WCTH HELD BY THE ENTITLED WCTH SHAREHOLDERS ON THE ENTITLEMENT DATE ("RESTRICTED OFFERING");
- 27,795,000 OFFER UNITS, TO THE ELIGIBLE DIRECTORS AND EMPLOYEES (AS DEFINED HEREIN) ("RESTRICTED PINK FORM OFFERING"); AND
- 32,000,000 OFFER UNITS, FOR APPLICATION BY THE MALAYSIAN PUBLIC OF WHICH 16,000,000 UNITS ARE RESERVED FOR APPLICATION BY THE BUMIPUTERA PUBLIC ("PUBLIC OFFERING"),

AT THE RETAIL PRICE OF RM1.00 PER UNIT PAYABLE IN FULL UPON APPLICATION AND SUBJECT TO REFUND OF THE DIFFERENCE BETWEEN THE RETAIL PRICE AND THE FINAL RETAIL PRICE (AS DEFINED HEREIN) IF THE FINAL RETAIL PRICE IS LESS THAN THE RETAIL PRICE; AND

(B) INSTITUTIONAL OFFERING OF AT LEAST 305,342,500 UNITS IN PARADIGM REIT COMPRISING OF THE FOLLOWING:

- 200,000,000 UNITS ARE RESERVED FOR BUMIPUTERA INVESTORS APPROVED BY THE MINISTRY OF INVESTMENT, TRADE AND INDUSTRY OF MALAYSIA; AND
- THE REMAINING 105,342,500 UNITS TO THE OTHER INSTITUTIONAL INVESTORS AND SELECTED INVESTORS,

AT THE INSTITUTIONAL PRICE TO BE DETERMINED BY WAY OF BOOKBUILDING ("INSTITUTIONAL PRICE"),

IN CONNECTION WITH THE LISTING OF AND QUOTATION FOR 1,600,000,000 UNITS ON THE MAIN MARKET OF BURSA MALAYSIA SECURITIES BERHAD ("BURSA SECURITIES").

Manager



PARADIGM REIT MANAGEMENT SDN BHD
(Registration No: 201901023858 (1333187-V))

Principal Adviser, Lead Bookrunner, Joint Bookrunner,
Sole Managing Underwriter and Joint Underwriter



Investment Bank

Company Registration No. 197301002412
(A Participating Organisation of Bursa Malaysia Securities Berhad)

Joint Bookrunners and Joint Underwriters (in alphabetical order)



AMINVESTMENT BANK BERHAD
(Registration No. 197501002220 (23742-V))
(A Participating Organisation of
Bursa Malaysia Securities Berhad)



CGS INTERNATIONAL SECURITIES
MALAYSIA SDN BHD
(Registration No. 197901004504 (48703-W))
(A Participating Organisation of
Bursa Malaysia Securities Berhad)

Trustee



RHB TRUSTEES BERHAD
(Registration No: 200201005356 (573019-U))

Financial Adviser



NEWFIELDS ADVISORS SDN BHD
(Registration No. 199401010372 (296051-V))

Joint Bookrunner



RHB INVESTMENT BANK BERHAD
(Registration No. 197401002639 (19663-F))
(A Participating Organisation of
Bursa Malaysia Securities Berhad)

NO UNITS WILL BE ALLOTTED OR ISSUED BASED ON THIS PROSPECTUS AFTER 12 MONTHS FROM THE DATE OF THIS PROSPECTUS.

THE SC HAS APPROVED THE ESTABLISHMENT AND LISTING OF PARADIGM REIT ON THE MAIN MARKET OF BURSA SECURITIES UNDER SECTION 214(1) OF THE CAPITAL MARKETS AND SERVICES ACT 2007 ("CMSA"), THE APPOINTMENT OF THE MANAGER AS THE MANAGEMENT COMPANY OF PARADIGM REIT UNDER SECTION 289(2) OF THE CMSA, AND THE RESULTANT UNITHOLDING STRUCTURE OF PARADIGM REIT UNDER THE BUMIPUTERA EQUITY REQUIREMENT FOR PUBLIC LISTED COMPANIES PURSUANT TO THE ESTABLISHMENT OF PARADIGM REIT AND THE LISTING, AND A COPY OF THIS PROSPECTUS HAS BEEN REGISTERED BY AND LODGED WITH THE SC.

THE APPROVAL, AND REGISTRATION OF THIS PROSPECTUS, SHOULD NOT BE TAKEN TO INDICATE THAT THE SC RECOMMENDS PARADIGM REIT OR ASSUME RESPONSIBILITY FOR THE CORRECTNESS OF ANY STATEMENT MADE, OPINION EXPRESSED OR REPORT CONTAINED IN THIS PROSPECTUS. THE SC HAS NOT, IN ANY WAY, CONSIDERED THE MERITS OF THE UNITS BEING OFFERED FOR INVESTMENT.

THE SC IS NOT LIABLE FOR ANY NON-DISCLOSURE ON THE PART OF THE MANAGER RESPONSIBLE FOR PARADIGM REIT AND TAKES NO RESPONSIBILITY FOR THE CONTENTS OF THIS PROSPECTUS, MAKES NO REPRESENTATION AS TO ITS ACCURACY OR COMPLETENESS, AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY LOSS THE INVESTORS MAY SUFFER ARISING FROM OR IN RELIANCE UPON THE WHOLE OR ANY PART OF THE CONTENTS OF THIS PROSPECTUS.

THE VALUATION UTILISED FOR THE PURPOSE OF THE PROPOSALS, IN RELATION TO THE LISTING OF PARADIGM REIT, SUBMITTED TO AND APPROVED BY THE SC SHOULD NOT BE CONSTRUED AS AN ENDORSEMENT BY THE SC ON THE VALUE OF THE SUBJECT PROPERTIES FOR ANY OTHER PURPOSE.

ADMISSION TO THE OFFICIAL LIST ON THE BURSA SECURITIES IS NOT TO BE TAKEN AS AN INDICATION OF THE MERITS OF THE OFFERING, PARADIGM REIT OR ITS UNITS.

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS. IF IN DOUBT, PLEASE CONSULT A PROFESSIONAL ADVISER.

FOR INFORMATION CONCERNING RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE SECTION 5 "RISK FACTORS" OF THIS PROSPECTUS.

THIS PROSPECTUS IS DATED
16 MAY 2025 AND WILL
EXPIRE ON 15 MAY 2026

All terms used are defined under “Definitions” and “Presentation of Financial, Market, Industry and Other Information”, commencing on pages x and xxii of this Prospectus respectively.

RESPONSIBILITY STATEMENTS

The Directors, the directors of the Sponsor and the directors of the Selling Subsidiary have seen and approved this Prospectus. They collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, and to the best of their knowledge and belief, they confirm that there is no false or misleading statement, or other facts which if omitted, would make any statement in the Prospectus false or misleading.

Maybank IB, being the Principal Adviser, the Lead Bookrunner and Joint Bookrunner and the Sole Managing Underwriter and Joint Underwriter, AmlInvestment Bank, being the Joint Bookrunner and Joint Underwriter, CGS, being the Joint Bookrunner and Joint Underwriter, and RHB Investment Bank, being the Joint Bookrunner, acknowledge that, based on all available information, and to the best of their knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the Offering.

The Directors and the directors of the Sponsor confirm that the bases and assumptions relied on in the preparation of the Profit Forecast for the inclusion in this Prospectus are reasonable. Maybank IB, being the Principal Adviser, the Lead Bookrunner and Joint Bookrunner and the Sole Managing Underwriter and Joint Underwriter, is satisfied that the bases and assumptions relied on in the preparation of the Profit Forecast are reasonable.

NOTICE TO INVESTORS AND ADDITIONAL STATEMENTS

Investors should note that they may seek recourse under the CMSA for breaches of securities laws and regulations including any statement in this Prospectus that is false, misleading, or from which there is a material omission, or for any misleading or deceptive act in relation to this Prospectus or the conduct of any other person in relation to Paradigm REIT.

Securities listed on Bursa Securities are offered to the public on the premise of full and accurate disclosure of all material information concerning the issue for which any person set out in Section 236 of the CMSA, e.g. directors and advisers, are responsible.

Bursa Securities’ approval for the admission of all the Units to be issued to the Official List of the Main Market and for the listing of and quotation for all the 1,600.0 million Units as well as the 20.0 million Units to be issued as part payment of the Management Fees on a staggered basis, was obtained on 14 April 2025.

Investors should note that any agreement by the Joint Underwriters to underwrite the Units under the Retail Offering is not to be taken as an indication of the merits of the Units being offered.

This Prospectus has not been and will not be made to comply with the laws of any jurisdiction other than Malaysia, and has not been and will not be lodged, registered or approved pursuant to or under any applicable securities or equivalent legislation or with or by any regulatory authority or other relevant body of any jurisdiction other than Malaysia.

The Manager will not, prior to acting on any acceptance in respect of the Offering, make or be bound to make any inquiry as to whether investors have a registered address in Malaysia and will not accept or be deemed to accept any liability in relation thereto whether or not any inquiry or investigation is made in connection therewith. It shall be the investors’ sole responsibility if they are or may be subject to the laws of countries or jurisdictions other than Malaysia to consult their legal and/or other professional advisers as to whether the Offering would result in the contravention of any laws of such countries or jurisdictions.

Further, it shall also be the investors' sole responsibility to ensure that their applications for the Offering would be in compliance with the terms of the Offering and would not be in contravention of any laws of countries or jurisdictions other than Malaysia to which they may be subjected. The Manager will further assume that investors have accepted the Offering in Malaysia and will at all applicable times be subjected only to the laws of Malaysia in connection therewith.

However, the Manager reserves the right, in its absolute discretion, to treat any acceptance as invalid if the Manager believes that such acceptance may violate any law or applicable legal or regulatory requirements.

No action has been or will be taken to ensure that this Prospectus complies with the laws of any countries or jurisdictions other than the laws of Malaysia. The Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters shall not accept any responsibility or liability in the event that any application made by investors shall become illegal, unenforceable, voidable or void in any country or jurisdiction.

This Prospectus is published solely in connection with the Offering. The Units being offered in the Offering are offered solely on the basis of the information contained and representations made in this Prospectus. The Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters have not authorised anyone to provide any information or to make any representation not contained in this Prospectus. Any information or representation not contained in this Prospectus must not be relied upon as having been authorised by the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters, or any of their respective directors or any other persons involved in the Offering. If anyone provides investors with different or inconsistent information, investors should not rely upon it. Neither the delivery of this Prospectus nor any offer, subscription, sale or transfer made hereunder shall under any circumstances imply that the information herein is correct as of any date subsequent to the date hereof or constitute a representation that there has been no change or development reasonably likely to involve a material adverse change in the affairs, conditions and prospects of Paradigm REIT, the Manager or the Units since the date of this Prospectus. Investors should take notice of such announcements and documents and upon release of such announcements and documents shall be deemed to have notice of such changes. Unless required by applicable laws, and save as provided in the responsibility statement of the Directors, the directors of the Sponsor and the directors of Selling Subsidiary as set out in this Prospectus, no representation, warranty or covenant, express or implied, is made by any of Paradigm REIT, the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters or any of their respective affiliates, directors, officers, employees, agents, representatives or advisers as to the accuracy or completeness of the information contained herein, and nothing contained in this Prospectus is, or shall be relied upon as, a promise, representation or covenant by any of Paradigm REIT, the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters or their respective affiliates, directors, officers, employees, agents, representatives or advisers.

None of Paradigm REIT, the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters or any of their respective affiliates, directors, officers, employees, agents, representatives or advisers is making any representation or undertaking to any purchaser or subscriber of Units regarding the legality of an investment by such purchaser or subscriber under appropriate legal, investment or similar laws. In addition, investors in the Units should not construe the contents of this Prospectus as legal, business, financial or tax advice. Investors should be aware that they may be required to bear the financial risks of an investment in the Units for an indefinite period of time. Investors should consult their own professional advisers as to the legal, tax, business, financial and related aspects of an investment in the Units.

The distribution of this Prospectus and the offering, subscription, purchase, sale or transfer of the Units in certain jurisdiction may be restricted by law. Paradigm REIT, the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters require persons into whose possession this Prospectus comes to inform themselves about and to observe any such restrictions at their own expense and without liability to Paradigm REIT, the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters. This Prospectus does not constitute, and the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters are not making, an offer of, or an invitation to subscribe for or purchase, any of the Units in any jurisdiction in which such offer or invitation would be unlawful. Persons to whom a copy of this Prospectus has been issued shall not circulate to any other person, reproduce or otherwise distribute this Prospectus or any information herein for any purpose whatsoever nor permit or cause the same to occur.

This Prospectus is available on Bursa Securities' website at www.bursamalaysia.com.

This Prospectus has been prepared in the context of the Offering under the laws of Malaysia.

ELECTRONIC PROSPECTUS

This Prospectus can be viewed or downloaded from Bursa Malaysia Berhad's website at www.bursamalaysia.com. The contents of the electronic copy of this Prospectus and the copy of this Prospectus registered with the SC are the same.

The internet is not a fully secured medium. The internet application for the Units may be subject to risks in data transmission, computer security threats such as viruses, hackers and crackers, faults with computer software and other events beyond the control of the Internet Participating Financial Institutions. These risks cannot be borne by the Internet Participating Financial Institutions. If investors doubt the validity or integrity of the Electronic Prospectus, investors should immediately request from the Manager or the Issuing House, a paper/printed copy of this Prospectus. If there is any discrepancy between the contents of the Electronic Prospectus and the paper/printed copy of this Prospectus, the contents of the paper/printed copy of this Prospectus which are identical to the copy of the Prospectus registered with the SC will prevail.

In relation to any reference in this Prospectus to third-party internet sites ("**Third-Party Internet Sites**"), whether by way of hyperlinks or by way of description of the Third-Party Internet Sites, investors acknowledge and agree that:

- (i) each of the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters does not endorse and is not affiliated in any way to the Third-Party Internet Sites. Accordingly, each of the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and Joint Underwriters is not responsible for any availability of or the content or any data, information, files or other material provided on the Third-Party Internet Sites. Investors bear all risks associated with the access to or use of the Third-Party Internet Sites;
- (ii) each of the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters is not responsible for the quality of products or services in the Third-Party Internet Sites, particularly in fulfilling any terms of agreements with the Third-Party Internet Sites. Each of the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters is also not responsible for any loss or damage or cost that investors may suffer or incur in connection with or as a result of dealing with the Third-Party Internet Sites or the use of or reliance on any data, information, files or other material provided by such parties; and
- (iii) any data, information, file or other material downloaded from the Third-Party Internet Sites is done at the investors' own discretion and risk. Each of the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters is not responsible, liable or under obligation for any damage to investors' computer systems or loss of data resulting from the downloading of any such data, information, file or other material.

Where an Electronic Prospectus is hosted on the website of the Internet Participating Financial Institutions, investors are advised that:

- (i) the Internet Participating Financial Institutions are only liable in respect of the integrity of the contents of the Electronic Prospectus, to the extent of the contents of the Electronic Prospectus on the web server of the Internet Participating Financial Institutions which may be viewed via your web browser or other relevant software. The Internet Participating Financial Institutions are not responsible for the integrity of the contents of the Electronic Prospectus which has been obtained from the web server of the Internet Participating Financial Institution and subsequently communicated or disseminated in any manner to investors or other parties; and
- (ii) while all reasonable measures have been taken to ensure the accuracy and reliability of the information provided in the Electronic Prospectus, the accuracy and reliability of the Electronic Prospectus cannot be guaranteed because the internet is not a fully secure medium.

The Internet Participating Financial Institutions are not liable (whether in tort or contract or otherwise) for any loss, damage or costs, that you or any other person may suffer or incur due to, as a consequence of or in connection with any inaccuracies, changes, alterations, deletions or omissions in respect of the information provided in the Electronic Prospectus which may arise in connection with or as a result of any fault with web browsers or other relevant software, any fault or faults on investors' and/or any third party's personal computer, operating system or other software, viruses or other security threats, unauthorised access to information or systems in relation to the website of the Internet Participating Financial Institutions, and/or problems occurring during data transmission which may result in inaccurate or incomplete copies of information being downloaded or displayed on investors' personal computers.

INDICATIVE TIMETABLE

An indicative timetable for the Offering is set out below:

Date and Time	Event
28 April 2025	Announcement of the Entitlement Date
14 May 2025	Entitlement Date
16 May 2025, 10.00 a.m.	Opening of the Retail Offering and the Institutional Offering
23 May 2025, 5.00 p.m.	Closing of the Retail Offering
23 May 2025, 5.00 p.m.	Closing of the Institutional Offering
27 May 2025	Price Determination Date
28 May 2025	Balloting of applications for Offer Units pursuant to the Public Offering
9 June 2025	Allotment of Offer Units to successful applicants
10 June 2025	Listing of Paradigm REIT on the Main Market

The above timetable is indicative only and is subject to change. If there is any change or extension of the abovementioned dates, it will be announced by way of advertisement in a widely circulated Bahasa Malaysia and English newspaper within Malaysia.

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DEFINITIONS

The following terms in this Prospectus bear the same meaning as set out below unless the term is defined otherwise or the context requires otherwise:

AC	: Air conditioning
Acquisitions	: Acquisitions by the Trustee (on behalf of Paradigm REIT) of the Subject Properties for a total purchase consideration of RM2,437,000,000 to be satisfied by the Consideration Units and the Cash Consideration
ADA	: Authorised Depository Agent
AEI	: Asset enhancement initiative
AEON	: AEON Co. (M) Bhd
AEON Lease Agreement	: Lease agreement dated 25 June 2024 entered into between GWSB and AEON in respect of the lease of Bukit Tinggi Shopping Centre
AmInvestment Bank	: AmInvestment Bank Berhad (Registration No. 197501002220 (23742-V))
Applicable Laws and Requirements or Relevant Laws and Requirements	: The laws, regulations, guidelines, rules and official requirements, guidance notes, practice notes (whether or not having the force of law) applicable to REITs from time to time including securities laws, the REIT Guidelines, the AVA Guidelines, the CMSP Guidelines, the Listing Requirements, the Rules of Bursa Depository and taxation laws, rulings and guidelines
Application Forms	: Printed application forms for the application for the Offer Units under the Retail Offering accompanying this Prospectus
Appraised Value	: In relation to a Subject Property, the value of that Subject Property as appraised by the Independent Property Valuer as at 18 June 2024 (in the case of Paradigm Mall PJ and Paradigm Mall JB) and 25 June 2024 (in the case of Bukit Tinggi Shopping Centre) and subsequently updated on 31 December 2024
Asset Valuation Guidelines	: Asset Valuation Guidelines issued by the SC
ATM	: Automated teller machine
Authorised Investments	: The following investments in which Paradigm REIT may invest, subject to the provisions of the REIT Guidelines: <ul style="list-style-type: none">(i) Real Estate;(ii) Non-Real Estate Assets;(iii) cash, deposits and money market instruments; and(iv) any other investment not specified in (i) to (iii) above but specified as a permissible investment in the REIT Guidelines or as otherwise permitted by the SC

DEFINITIONS (Cont'd)

Average Occupancy Rate	: The aggregate month-end occupancy rate of the Subject Properties divided by the number of months in the relevant period
Average Occupied NLA	: The aggregate monthly Occupied NLA of each of the Subject Properties
Board	: Board of directors of the Manager
Book Closing Date	: The specified time and date set by the Board for the purpose of determining the Unitholders' entitlement to the Distributable Income, new Units or other distributions or entitlements
BNM	: Bank Negara Malaysia
Bukit Tinggi Shopping Centre	: A retail mall comprising 3 levels of retail area with a mezzanine floor and car park facilities at the surface, basement, elevated and rooftop level(s) along with fixtures, fittings, equipment and systems affixed and installed therein and other supporting facilities and amenities attached thereto located at No. 1, Persiaran Batu Nilam 1/KS 6, Bandar Bukit Tinggi 2, 41200 Klang, Selangor, Malaysia
Bumiputera	: In the context of: <ul style="list-style-type: none">(i) individuals – Malays and the aborigines and the natives of Sabah and Sarawak as specified in the Federal Constitution of Malaysia;(ii) companies – a company which fulfils, amongst others, the following criteria or such other criteria as may be imposed by the MITI:<ul style="list-style-type: none">(a) registered under the Companies Act or Companies Act, 1965 as a private company;(b) its shareholders are 100% Bumiputera; and(c) its board of directors (including its staff) are at least 51% Bumiputera; and(iii) cooperatives – a cooperative whose shareholders or cooperative members are at least 95% Bumiputera or such other criteria as may be imposed by the MITI
Bursa Depository	: Bursa Malaysia Depository Sdn Bhd (Registration No. 198701006854 (165570-W))
Bursa Securities	: Bursa Malaysia Securities Berhad (Registration No. 200301033577 (635998-W))
Cash Consideration	: The settlement of the balance of the total purchase consideration for the Acquisitions of RM837,000,000 in cash
CDS	: Central Depository System

DEFINITIONS (Cont'd)

CDS Account	: An account established by Bursa Depository for a depositor for the recording of the deposit of securities and for dealing in such securities by the depositor
CGS	: CGS International Securities Malaysia Sdn Bhd (Registration No. 197901004504 (48703-W))
CIS Prospectus Guidelines	: Prospectus Guidelines for Collective Investment Schemes issued by the SC
Clawback and Reallocation	: The clawback and reallocation provision as set out in Section 3.4.3 of this Prospectus
CMSA	: Capital Markets and Services Act, 2007
CMSL	: Capital markets services licence granted by the SC to carry out the regulated activity of fund management in relation to asset management restricted to REITs
CMSP Guidelines	: Guidelines on the Registration and Conduct of Capital Market Services Providers issued by the SC
Companies Act	: Companies Act, 2016
Consideration Units	: The 1,600,000,000 new Units to be issued at an issue price of RM1.00 per Unit as part satisfaction of the total purchase consideration for the Acquisitions which shall be deemed fully paid
COVID-19	: Coronavirus disease (COVID-19), an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-Cov2)
Dato' Lee	: Dato' Lee Tuck Fook
Deed	: The deed of trust dated 11 March 2025 entered into between the Manager and the Trustee, constituting Paradigm REIT and registered with the SC on 13 March 2025
Deposited Property	: All the assets of Paradigm REIT, including all the Authorised Investments and other assets (after consulting with the auditor) considered to be in the nature of assets in accordance with generally accepted accounting practices in Malaysia, for the time being held or deemed to be held in accordance with the Deed
Directors	: Directors of the Manager
Distributable Income	: The amount available for distribution to the Unitholders which is to be computed in accordance with the manner set out in Section 10.9 "Distributable Income" of this Prospectus
Distribution Period	: Half-yearly or such other interval as the Manager may determine in accordance with the Deed
DNSB	: Dominion Nexus Sdn Bhd (Registration No. 201501008674 (1134009-V))

DEFINITIONS (Cont'd)

DPU	: Distribution per Unit
Electronic Application	: Application for the Offer Units under the Retail Offering for the Malaysian Public through the ATMs of Participating Financial Institutions
Electronic Prospectus	: A copy of this Prospectus that is issued, circulated or disseminated via the internet, electronic mail and/or distribution of CD-ROMs
Eligible Directors	: The directors of the Sponsor and the Manager who are eligible for the Pink Form Units under the Restricted Pink Form Offering
Eligible Directors and Employees	: Collectively, the Eligible Directors and the Eligible Employees
Eligible Employees	: The employees of the WCTH Group and the Manager who are eligible for the Pink Form Units under the Restricted Pink Form Offering
Entitlement Date	: 14 May 2025, being the date on which the names of the Entitled WCTH Shareholders must appear in the Record of Depositors of WCTH as at 5.00 p.m., in order to be entitled to participate in the Restricted Offering
Entitled WCTH Shareholders	: The shareholders of WCTH whose names appear on the Record of Depositors of WCTH as at the close of business on an entitlement date to be determined and announced later by the board of directors of WCTH
EPF	: Employees Provident Fund Board
EPU	: Earnings per Unit
Excess Pink Form Units	: Any Pink Form Units not taken up under the Restricted Pink Form Offering
Excess Pink Form Units Applications	: Applications by the Eligible Directors and Employees for the Excess Pink Form Units in excess of their pre-determined allocation
Excess Restricted Offer Units	: Unsubscribed Restricted Offer Units under the Restricted Offering
Excess Restricted Offer Units Applications	: Applications by the Entitled WCTH Shareholders for the Restricted Offer Units in excess of their pre-determined allocation
ESG	: Environmental, Social and Governance
Final Retail Price	: Final price per Unit payable by investors pursuant to the Retail Offering equivalent to RM1.00 per Offer Unit or the Institutional Price, whichever is lower, to be determined on the Price Determination Date
Forecast Period 2025	: Financial period commencing from 13 March 2025 (being the date of establishment of Paradigm REIT) and ending 31 December 2025

DEFINITIONS (Cont'd)

FYE	: Financial year ended or, as the case may be, ending 31 December
GDP	: Gross domestic product
GWSB	: Gemilang Waras Sdn Bhd (Registration No. 199901022022 (496922-H)), being an indirect wholly-owned subsidiary of WCTH, held through WCTL
GLA	: Gross lettable area
Gross Floor Area or GFA	: Gross floor area
Government	: Government of Malaysia
Gross Rental Income	: Comprises base rent (excluding straight-lining adjustments on rent-free period and staggered rent over the lease term in accordance with MFRS 16) and percentage rent The base rent and percentage rent have the meaning as set out in Section 4.4.5.1 "Total Revenue" of this Prospectus
Income Tax Act	: Income Tax Act, 1967
Independent Property Market Researcher or Savills	: Savills (Malaysia) Sdn Bhd (Registration No. 199501004315 (333510-P))
Independent Property Valuer or Knight Frank	: Knight Frank Malaysia Sdn Bhd (Registration No. 200201017816 (585479-A))
Institutional Offering	: Offering of at least 305,342,500 Units by WCTHJ at the Institutional Price in the following manner: (i) 200,000,000 Units are reserved for Bumiputera investors approved by the MITI; and (ii) the remaining 105,342,500 Units to other institutional investors and selected investors
Institutional Price	: The price per Offer Unit payable by the institutional investors pursuant to the Institutional Offering which will be determined on the Price Determination Date by way of bookbuilding
Internet Application	: Application(s) for the Offer Units under the Public Offering for the Malaysian public portion through an Internet Participating Financial Institution(s)
Internet Participating Financial Institution(s)	: Participating financial institutions for the Internet Application as referred to in Appendix F "Procedure for the Application and Acceptance" of this Prospectus
Issuing House or MIH	: Malaysian Issuing House Sdn Bhd (Registration No. 199301003608 (258345-X))
Joint Bookrunners	: Collectively, Maybank IB, CGS, AmlInvestment Bank and RHB IB
Joint Underwriters	: Collectively, Maybank IB, CGS and AmlInvestment Bank

DEFINITIONS (Cont'd)

JPSB	: Jelas Puri Sdn Bhd (Registration No. 200501007697 (684744-H)), being a 70% joint venture of WCTL, which in turn is a wholly-owned subsidiary of WCTH
Latest Practicable Date or LPD	: 31 March 2025, being the latest practicable date prior to the issuance of this Prospectus
LED	: Light-emitting diode
Listing	: The admission of Paradigm REIT to the Official List of the Main Market of Bursa Securities and the listing and quotation for 1,600,000,000 Units on the Main Market
Listing Date	: The date of the Listing
Listing Requirements	: Main Market Listing Requirements of Bursa Securities
Lodge and Launch Framework	: The framework as established by the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the SC (effective 9 March 2015)
LPL	: Legacy Pacific Limited (Registration No. 1775500), a company incorporated under the laws of British Virgin Island
LRT	: Light Rapid Transit
Main Market	: Main Market of Bursa Securities
Malaysian Public	: Malaysian citizens, companies, co-operatives, societies and institutions incorporated or organised under the laws of Malaysia
Management Fees	: Fees payable to the Manager which comprises the base fee, the performance fee, the acquisition fee and the divestment fee as set out in Section 6.6 "Management Fees" of this Prospectus
Manager	: Paradigm REIT Management Sdn Bhd (Registration No. 201901023858 (1333187-V)), being the management company of Paradigm REIT and 80.0% jointly-controlled entity of WCTH
Market Day	: A day on which Bursa Securities is open for trading in securities
Maybank IB or Principal Adviser or Sole Managing Underwriter or Joint Underwriter or Joint Bookrunner	: Maybank Investment Bank Berhad (Registration No. 197301002412 (15938-H))
MCCG	: Malaysian Code on Corporate Governance issued by the SC
MFRS	: Malaysian Financial Reporting Standards issued by the Malaysian Accounting Standards Board
MITI	: Ministry of Investment, Trade and Industry of Malaysia

DEFINITIONS (Cont'd)

MTN	: Medium term notes issued under the MTN Programme
MTN Programme	: An MTN programme established by Paradigm Capital, a special purpose vehicle which is wholly-owned by the Trustee (on behalf of Paradigm REIT)
NAV	: The Total Asset Value less the liabilities of Paradigm REIT at the point of valuation
Net Income	: Interim unaudited or annual audited net income after taxation of Paradigm REIT as determined by the Manager based on applicable Malaysian Accounting Standards Board's approved accounting standards in Malaysia
Net Lettable Area or NLA	: Area in a property that is lettable for Gross Rental Income but excludes space used for building and centre management operations, common areas, carts, signages and ATMs
NPI	: Net property income
Non-Real Estate Assets	<p>: Refers to:</p> <ul style="list-style-type: none">(i) units of other listed REITs;(ii) listed shares;(iii) listed securities of and issued by property companies;(iv) debt securities or sukuk issued by, or fully guaranteed by, the Government;(v) debt securities or sukuk issued by property companies and Real Estate-related asset-backed securities; and(vi) commercial papers or Islamic commercial papers or debt securities or sukuk issued by companies or institutions falling within the top three (3) long-term credit rating and highest short-term credit rating by any domestic or global rating agency, <p>and such other assets as may be permitted by the REIT Guidelines and the SC</p>
Occupancy Rate	: The percentage of Occupied NLA against total NLA
Occupied NLA	: The total NLA of the Subject Properties which, at any particular point in time, are subject to tenancies which have committed in accordance with the terms of the respective tenancy agreements or letters of offer
Offer Units	: The 560,000,000 new Units to be offered by WCTHJ pursuant to the Offering
Offering	: Collectively, the Retail Offering and the Institutional Offering
Official List	: A list specifying all securities listed on the Main Market

DEFINITIONS (Cont'd)

Paradigm Capital	:	Paradigm Capital Berhad (Registration No. 202401041234 (1587080-D))
Paradigm JB	:	An integrated commercial development comprising Paradigm Mall JB, Hyatt Place Johor Bahru and Paradigm Residence Johor Bahru
Paradigm Mall PJ	:	A retail mall comprising 6 retail levels with a lower ground floor and 2 basement car park levels along with 2 retail levels sited below the existing Le Meridien Petaling Jaya and The Azure Residences collectively known as Paradigm Mall PJ, comprising relevant areas and components forming parcel and accessory parcels appurtenant thereto together with all fixtures, fittings and equipment and systems affixed and installed thereto located at No. 1, Jalan SS7/26A, Kelana Jaya, 47301 Petaling Jaya, Selangor, Malaysia
Paradigm Mall JB	:	A retail mall comprising 6 retail levels with a mezzanine floor and a level of cinema and convention centre along with basement and elevated car park levels known as Paradigm Mall JB, comprising relevant areas and components forming parcel and accessory parcels appurtenant thereto together with all fixtures, fittings and equipment and systems affixed and installed thereto located at Lot 32665, Jalan Mewah Ria 2, Taman Bukit Mewah, 81200 Johor Bahru, Johor, Malaysia
Paradigm PJ	:	An integrated commercial development comprising Paradigm Mall PJ, The Ascent, Le Méridien Petaling Jaya, The Azure Residences and Sapphire Paradigm and elevated car park podium
Paradigm REIT	:	A real estate investment trust established in Malaysia and constituted by the Deed
Pavilion Manager	:	Pavilion REIT Management Sdn Bhd (Registration No. 201101011359 (939490-H))
Participating Financial Institutions	:	The participating financial institutions for Electronic Applications as referred to in Appendix F "Procedure for the Application and Acceptance" of this Prospectus
Pink Form Units	:	27,795,000 Units offered under the Restricted Pink Form Offering
Placement Agreement	:	The placement agreement to be entered into between the Manager and the Joint Bookrunners in respect of the placement of the Offer Units under the Institutional Offering
PMMSB	:	Paradigm Mall Management Sdn Bhd (<i>formerly known as WCT (MM2H) Sdn Bhd</i>) (Registration No. 201801018462 (1280478-M), being an indirect wholly-owned subsidiary of WCTH, held through WCTL
Price Determination Date	:	The date on which the Institutional Price and the Final Retail Price will be determined
Profit Forecast	:	The profit forecast of Paradigm REIT for the Forecast Period 2025

DEFINITIONS (Cont'd)

Pro Forma Statement of Comprehensive Income	:	Unaudited pro forma statement of comprehensive income of Paradigm REIT for the FYE 2022, FYE 2023 and FYE 2024
Pro Forma Statement of Financial Position	:	Pro forma statement of financial position of Paradigm REIT as at 13 March 2025 (being the date of establishment of Paradigm REIT)
Property Management Agreement	:	The property management agreement dated 7 April 2025 entered into between the Manager, the Trustee (on behalf of Paradigm REIT) and the Property Manager
Property Manager or Henry Butcher Mont Kiara	:	Henry Butcher Malaysia (Mont Kiara) Sdn Bhd (Registration No. 201501023493 (1148822-P)), a company registered with the Board of Valuers, Appraisers, Estate Agents and Property Managers Malaysia, being the property manager of Paradigm REIT
Property Operating Expenses or POE	:	All expenses or outgoings required to manage or maintain the Subject Properties as permitted by the Deed
Prospectus	:	This Prospectus dated 16 May 2025
psf	:	Per square foot
Public Offering	:	Offering of 32,000,000 Units by WCTHJ for application by the Malaysian Public, of which 16,000,000 Units are reserved for application by Bumiputera public
Public Spread Requirement	:	The requirement, in accordance with the Listing Requirements, to have at least 25% of the total number of Units in issue to be held by 1,000 public Unitholders holding not less than 100 Units each at the point of the Listing or such other minimum public spread as may be approved by Bursa Securities
Real Estate	:	Land and all things that are natural part of the land as well as things attached to the land both below and above the ground and includes rights, interests and benefits related to the ownership of real estate, but excludes mineral, or oil and gas assets and resources
Real Estate Assets	:	The Real Estate and the SPVs and other assets as may be permitted by the REIT Guidelines and the SC
Record of Depositors	:	A record provided by Bursa Depository under Chapter 24 of the Rules of Bursa Depository
Registrar	:	Boardroom Share Registrars Sdn Bhd (Registration No. 199601006647 (378993-D))
REIT	:	Real estate investment trust
REIT Establishment	:	The establishment of Paradigm REIT
REIT Guidelines	:	Guidelines on Listed Real Estate Investments Trusts issued by the SC

DEFINITIONS (Cont'd)

Relevant Assets	: Real Estate Assets located in Malaysia used for retail, commercial, industrial and hospitality purposes and any Real Estate Assets which may in future be identified and targeted for acquisition by WCTH or an WCTH Entity
Rental Income	: Comprises base rent, others and percentage rent and having the meaning as set out in Section 4.4.5.1 "Total Revenue" of this Prospectus
Reporting Accountants or EY	: Ernst & Young PLT (Firm No. LLP0022760-LCA & AF 0039)
Restricted Offer Units	: Up to 194,862,500 Offer Units offered under the Restricted Offering
Restricted Offering	: Restricted offer for sale of 194,862,500 Restricted Offer Units by WCTHJ to the Entitled WCTH Shareholders on the basis of 1 Unit for every 8 existing ordinary shares of WCTH
Restricted Pink Form Offering	: Restricted offer for sale of up to 27,795,000 Pink Form Units by WCTHJ to the Eligible Directors and Employees
Retail Offering	: Retail offering of up to 254,657,500 Offer Units comprising: <ul style="list-style-type: none">(i) Restricted Offering;(ii) Restricted Pink Form Offering; and(iii) Public Offering, subject to the Clawback and Reallocation provision, at the Retail Price
Retail Price	: The indicative retail price of RM1.00 per Offer Unit, being the initial price payable by applicants pursuant to the Retail Offering
RHB IB	: RHB Investment Bank Berhad (Registration No. 197401002639 (19663-P))
RHB Trustees or Trustee	: RHB Trustees Berhad (Registration No. 200201005356 (573019-U)) acting in its capacity as trustee of Paradigm REIT
RM and sen	: Ringgit Malaysia and sen respectively, the lawful currency of Malaysia
ROFR	: Right of first refusal granted by WCTH to the Trustee (on behalf of Paradigm REIT), pursuant to the ROFR Agreement
ROFR Agreement	: The right of first refusal agreement dated 7 April 2025 entered into between WCTH and the Trustee (on behalf of Paradigm REIT)
Rules of Bursa Depository	: Rules of the Bursa Depository and all procedure manuals (as defined in Rules of Bursa Depository), as amended from time to time

DEFINITIONS (Cont'd)

Rules on Take-Overs	: Rules on Take-Overs, Mergers and Compulsory Acquisitions issued by the SC pursuant to Section 377 of the CMSA read together with the Malaysian Code on Take-Overs and Mergers 2016 issued by the SC
Securities Laws	: Has the meaning given in section 2(1) of the CMSA
Service Provider Agreement	: The service provider agreement dated 7 April 2025 entered into between the Property Manager and PMMSB
SC	: Securities Commission Malaysia
SICDA	: Securities Industry (Central Depositories) Act, 1991
SPAs	: Collectively, the conditional sale and purchase agreements all dated 13 March 2025 entered into by each Vendor and the Trustee (on behalf of Paradigm REIT) as the purchaser in relation to the sale and purchase of the respective Subject Properties
Special Resolution	: A resolution passed at a meeting of the Unitholders duly convened and held in accordance with the provisions of the Deed by a majority of not less than 75% of the total voting rights of the Unitholders who are entitled to vote on the resolution at the meeting given on a poll, provided always that for the purpose of terminating or winding up of Paradigm REIT, a “ Special Resolution ” means a resolution passed by a majority in number representing at least 75% of the total voting rights of the Unitholders voting at the meeting
Specific Security	: The security arrangement for MTNs to be issued under each Subsequent Tranche determined prior to each relevant issue date
SPV	: Special purpose vehicle used for the purpose of investment in Real Estate as referred to in the REIT Guidelines
sq ft	: Square foot/feet
Subject Properties	: Collectively, Bukit Tinggi Shopping Centre, Paradigm Mall PJ and Paradigm Mall JB, which form the property portfolio of Paradigm REIT at the point of Listing, and “ Subject Property ” means either one of them
Tax Consultant	: KPMG Tax Services Sdn Bhd (Registration No. 198301001627 (96860-M))
Total Asset Value	: The value of all the assets of Paradigm REIT based on the latest valuation in accordance with the Deed
Total Revenue	: Rental Income, car park income, advertising and promotional income and other income earned from the Subject Properties
TSDL	: Tan Sri Lim Siew Choon
TSMZ	: General Dato’ Seri DiRaja Tan Sri (Dr.) Mohd Zahidi bin Haji Zainuddin (Retired)

DEFINITIONS (Cont'd)

UCDSB	: Urusharta Cemerlang Development Sdn Bhd (Registration No. 200101017453 (553210-U))
Underwriting Agreement	: The underwriting agreement dated 21 April 2025 entered into between the Manager, WCTH, the Selling Subsidiary, the Trustee (on behalf of Paradigm REIT) and the Joint Underwriters for the underwriting of 254,657,500 Units under the Retail Offering
Unit(s)	: Undivided interest in Paradigm REIT as provided for in the Deed
Unitholders	: The holders of the Units
Valuation Certificate(s)	: Collectively, the valuation certificates in respect of the Subject Properties dated 24 October 2024 and the update valuation certificate dated 6 February 2025
Vendor(s)	: In relation to the Acquisitions, collectively, the vendors of the Subject Properties, namely: (i) GWSB in respect of Bukit Tinggi Shopping Centre; (ii) JPSB in respect of Paradigm Mall PJ; and (iii) WCTHJ in respect of Paradigm Mall JB, (each a “ Vendor ”)
WALE	: Weighted average lease expiry
WCTH or Sponsor	: WCT Holdings Berhad (Registration No. 201101002327 (930464-M))
WCTH Entity	: (i) Any of WCTH's existing or future wholly-owned subsidiaries as prescribed under Section 6 of the Companies Act; or (ii) Where such subsidiaries as prescribed under Section 4 of the Companies Act are not wholly-owned by WCTH, and the other shareholder(s) is/are third parties, such subsidiaries will be subject to the ROFR only upon obtaining the consent of such third parties
WCTH Group	: Collectively, WCTH and its subsidiaries
WCTHJ or Selling Subsidiary	: WCT Hartanah Jaya Sdn Bhd (Registration No. 201101035777 (963911-K)), being an indirect wholly-owned subsidiary of WCTH, held through WCTL
WCTL	: WCT Land Sdn Bhd (Registration No. 199401039203 (324888-H)), being a direct wholly-owned subsidiary of WCTH
WCTMM	: WCT Malls Management Sdn Bhd (Registration No. 201401035259 (1111375-U)), being an indirect wholly-owned subsidiary of WCTH, held through WCTL

PRESENTATION OF FINANCIAL, MARKET, INDUSTRY AND OTHER INFORMATION

References to “Manager” are to Paradigm REIT Management Sdn Bhd, unless the context otherwise requires. Unless the context otherwise requires, references to “Management” are to the Directors and the senior management team of the Manager as at the date of this Prospectus, and the statements in this Prospectus as to beliefs, expectations, estimates and opinions of Paradigm REIT are those of the Management. All references to “Paradigm REIT” in this Prospectus include references to RHB Trustees Berhad, in its capacity as trustee for Paradigm REIT, unless the context otherwise requires.

In this Prospectus, references to “Ringgit”, “Ringgit Malaysia”, “Malaysian Ringgit”, “RM” and “sen” are to the lawful currency of Malaysia.

Words importing the singular shall, where applicable, include the plural and vice versa. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall include corporations and reference to a section is a reference to the relevant section of this Prospectus.

Any reference to provisions of the statutes, rules, regulations, enactments or rules of stock exchange will (where the context admits), be construed as reference to provisions of such statutes, rules, regulations, enactments or rules of stock exchange (as the case may be) as modified by any written law or (if applicable) amendments or re-enactment to the statutes, rules, regulations, enactments or rules of stock exchange for the time being in force.

Any reference to a date and time will be a reference to Malaysian date and time, unless otherwise stated.

Any discrepancies in the tables, graphs and charts between the listed amounts and totals thereof are due to rounding. Figures and percentages are rounded to one or two decimal places, where appropriate. Percentage changes in this Prospectus have been calculated on the basis of relevant figures before rounding.

Certain acronyms, technical terms and other abbreviations used herein are defined in the “Definitions” section of this Prospectus.

This Prospectus includes statistical data provided by the Manager and various third parties and cites third-party projections regarding growth and performance of the market and industry in which Paradigm REIT operates. This data is taken or derived from information published by industry sources and from the Manager’s internal data. In each such case, the source is acknowledged in this Prospectus, provided that where there is no source stated, it can be assumed that the information originates from the Manager. In particular, certain information in this Prospectus is extracted or derived from the Independent Property Market Research Report prepared by the Independent Property Market Researcher.

The Manager believes that the statistical data and projections cited in this Prospectus are useful in helping prospective investors understand the major trends in the market in which Paradigm REIT operates. However, none of Paradigm REIT, the Manager, the Sponsor, the Selling Subsidiary, the Trustee and the Principal Adviser has independently verified these figures. Moreover, the rapidly evolving nature of the property industry makes it difficult to obtain precise and accurate statistics. None of Paradigm REIT, the Manager, the Sponsor, the Selling Subsidiary, the Trustee and the Principal Adviser makes any representation as to the correctness, accuracy or completeness of such data and accordingly prospective investors should not place undue reliance on the statistical data cited in this Prospectus. Similarly, third-party projections cited in this Prospectus are subject to significant uncertainties that could cause actual data to differ materially from the forecast figures. No assurances are or can be given that the estimated figures will be achieved, and prospective investors should not place undue reliance on the third-party projections cited in this Prospectus.

PRESENTATION OF FINANCIAL, MARKET, INDUSTRY AND OTHER INFORMATION *(Cont'd)*

This Prospectus includes market and industry data and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Industry publications, surveys and forecast generally state that the information they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such information. While the Manager has taken reasonable steps to ensure that the information is extracted accurately and in its proper context, the Manager has not independently verified any of the data from third-party sources or ascertained the underlying economic assumption relied upon therein.

All the information set out in this Prospectus is presented as at the LPD, unless otherwise indicated.

The information on Paradigm REIT's, the Manager's, and the Sponsor's websites or any website, directly or indirectly, linked to such websites is not incorporated by reference into this Prospectus and should not be relied on.

FORWARD-LOOKING STATEMENTS

This Prospectus contains forward-looking statements. All statements other than statements of historical facts included in this Prospectus involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Paradigm REIT, the Manager, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the Manager's present and future business strategies and the environment in which Paradigm REIT or the Manager will operate in the future. As such forward-looking statements reflect the Manager's current views with respect to future events, these statements necessarily involve risks, uncertainties and assumptions. Actual future performance could differ from these forward-looking statements. Investors should not place any undue reliance on these forward-looking statements.

Forward-looking statements can be identified by the use of forward-looking terminology such as the words "may", "will", "would", "could", "believe", "expect", "anticipate", "intend", "estimate", "aim", "plan", "forecast", "project" or similar expressions and include all statements that are not historical facts.

Forward-looking statements include, without limitation, statements relating to –

- (i) estimated financial information regarding the future development and economic performance of Paradigm REIT's business;
- (ii) future earnings, cash flow, level of indebtedness and liquidity;
- (iii) potential growth opportunities;
- (iv) financing plans;
- (v) the Manager's business strategy;
- (vi) the competitive position and the effects of competition on Paradigm REIT's investment portfolio;
- (vii) development of additional revenue sources;
- (viii) the amount and nature of future capital expenditures required by Paradigm REIT; and
- (ix) the general industry environment.

Among the important factors that could cause the actual results, performance or achievements of Paradigm REIT or the Manager to differ materially from those in the forward-looking statements are the conditions of, and changes in, the domestic, regional and global economies, including, but not limited to, factors such as political, economic and social conditions in Malaysia and overseas, changes in Government laws and regulations affecting Paradigm REIT, competition in the Malaysian property market in which Paradigm REIT may invest, currency exchange rates, interest rates, inflation, relations with tenants, relations with service providers, relations with lenders, hostilities (including any potential terrorist attacks), the performance and reputation of Paradigm REIT's properties and/or acquisitions, difficulties in identifying future acquisitions, difficulty in completing acquisitions, changes in the Manager's directors and executive officers, risks related to natural disasters, general volatility of the capital markets, general risks relating to the property market in which Paradigm REIT may invest and the market price of the Units as well as other matters not yet known to the Manager or not currently considered material by the Manager.

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to those set out in Section 5 "Risk Factors", Section 4.5 "Profit Forecast", Section 4.4 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Section 2 "Subject Properties" of this Prospectus. Neither Paradigm REIT nor the Manager can give any assurance that the forward-looking statements made in this Prospectus will be realised. Such forward-looking statements are made only as at the date of this Prospectus. Should the Manager become aware of any subsequent material change or development affecting a matter disclosed in this Prospectus arising from the date of registration of prospectus up to the date of the issuance of Units, the Manager shall further issue a supplemental or replacement prospectus, as the case may be, in accordance with the provisions of Section 238 of the CMSA.

CORPORATE DIRECTORY

MANAGER : **Paradigm REIT Management Sdn Bhd**
(Registration No. 201901023858 (1333187-V))

Registered office : 12th Floor, Menara Symphony
No. 5, Jalan Prof. Khoo Kay Kim
Seksyen 13
46200 Petaling Jaya
Selangor Darul Ehsan
Malaysia

Telephone No.: (03) 7890 4800

Email: info.my@boardroomlimited.com

Website: www.boardroomlimited.com

Business office : B-29-03, The Ascent, Paradigm
No. 1, Jalan SS7/26A
Kelana Jaya
47301 Petaling Jaya
Selangor Darul Ehsan
Malaysia

Telephone No.: (03) 7610 3880

Email: ceo@paradigm-reit.com

Website: www.paradigm-reit.com

DIRECTORS OF THE MANAGER

Name	Designation
Tan Sri Shahril Ridza Bin Ridzuan	Chairman / Independent Non-Executive Director
Dato' Ng Wan Peng	Independent Non-Executive Director
Kua Choo Kai	Independent Non-Executive Director
Dr. Lee Khuan Eoi	Independent Non-Executive Director
General Tan Sri Dato' Seri Panglima Ts Zulkifli Bin Zainal Abidin (Retired)	Non-Independent Non-Executive Director
Lai Cheng Yee	Non-Independent Non-Executive Director
Chua Kah Noi Selena	Executive Director / Chief Executive Officer

AUDIT COMMITTEE

Name	Designation	Directorship
Kua Choo Kai	Chairman	Independent Non-Executive Director
Dr. Lee Khuan Eoi	Member	Independent Non-Executive Director
Dato' Ng Wan Peng	Member	Independent Non-Executive Director

REMUNERATION AND NOMINATION COMMITTEE

Name	Designation	Directorship
Dr. Lee Khuan Eoi	Chairman	Independent Non-Executive Director
Dato' Ng Wan Peng	Member	Independent Non-Executive Director
Lai Cheng Yee	Member	Non-Independent Non-Executive Director

INVESTMENT COMMITTEE

Name	Designation	Directorship
Kua Choo Kai	Chairman	Independent Non-Executive Director
Dr. Lee Khuan Eoi	Member	Independent Non-Executive Director
Lai Cheng Yee	Member	Non-Independent Non-Executive Director

RISK AND SUSTAINABILITY COMMITTEE

Name	Designation	Directorship
Dato' Ng Wan Peng	Chairman	Independent Non-Executive Director
Kua Choo Kai	Member	Independent Non-Executive Director
General Tan Sri Dato' Seri Panglima Ts Zulkifli Bin Zainal Abidin (Retired)	Member	Non-Independent Non-Executive Director

COMPANY SECRETARIES

: **Tai Yit Chan**
Professional Qualification: Malaysian Institute of Chartered Secretaries and Administrators
Membership No.: MAICSA7009143
SSM Practising Certificate No.: 202008001023

Tai Yuen Ling
Professional Qualification: Licensed Secretary
Licence No.: LS0008513
SSM Practising Certificate No.: 202008001075

Boardroom Corporate Services Sdn Bhd
12th Floor, Menara Symphony
No. 5, Jalan Prof. Khoo Kay Kim
Seksyen 13
46200 Petaling Jaya
Selangor Darul Ehsan
Malaysia

Telephone No.: (03) 7890 4800

TRUSTEE : **RHB Trustees Berhad**
(Registration No. 200201005356 (573019-U))

Registered office

Level 10, Tower One
RHB Centre
Jalan Tun Razak
50400 Kuala Lumpur
Wilayah Persekutuan
Malaysia

Business office

Level 11, Tower Three
RHB Centre
Jalan Tun Razak
50400 Kuala Lumpur
Wilayah Persekutuan
Malaysia

Telephone No.: (03) 9287 8888

PRINCIPAL ADVISER, LEAD : Maybank Investment Bank Berhad
BOOKRUNNER, JOINT
BOOKRUNNER, SOLE
MANAGING UNDERWRITER
AND JOINT UNDERWRITER (Registration No. 197301002412 (15938-H))

32nd Floor, Menara Maybank
100, Jalan Tun Perak
50050 Kuala Lumpur
Wilayah Persekutuan
Malaysia

Telephone No.: (03) 2059 1888

JOINT UNDERWRITERS : **AmInvestment Bank Berhad**
(Registration No. 197501002220 (23742-V))

22nd Floor, Bangunan AmBank Group
No. 55, Jalan Raja Chulan
50200 Kuala Lumpur
Wilayah Persekutuan
Malaysia

Telephone No.: (03) 2036 2633

CGS International Securities Malaysia Sdn Bhd
(Registration No. 197901004504 (48703-W))

Level 12, Menara Aras Raya
No. 11, Jalan Raja Laut
50350 Kuala Lumpur
Wilayah Persekutuan
Malaysia

Telephone No.: (03) 2635 8888

JOINT BOOKRUNNERS

: **AmlInvestment Bank Berhad**
(Registration No. 197501002220 (23742-V))

22nd Floor, Bangunan AmBank Group
No. 55, Jalan Raja Chulan
50200 Kuala Lumpur
Wilayah Persekutuan
Malaysia

Telephone No.: (03) 2036 2633

CGS International Securities Malaysia Sdn Bhd
(Registration No. 197901004504 (48703-W))

Level 12, Menara Aras Raya
No. 11, Jalan Raja Laut
50350 Kuala Lumpur
Wilayah Persekutuan
Malaysia

Telephone No.: (03) 2635 8888

RHB Investment Bank Berhad
(Registration No. 197401002639 (19663-P))

Level 13, Tower One
RHB Centre, Jalan Tun Razak
50400 Kuala Lumpur
Wilayah Persekutuan
Malaysia

Telephone No.: (03) 9280 5808

FINANCIAL ADVISER

: **Newfields Advisors Sdn Bhd**
(Registration No. 199401010372 (296051-V))

Suites 16-03 & 16-04
Level 16, Menara Tan & Tan
207, Jalan Tun Razak
50400 Kuala Lumpur

Telephone No.: (03) 2031 2888

PROPERTY MANAGER

: **Henry Butcher Malaysia (Mont Kiara) Sdn Bhd**
(Registration No. 201501023493 (1148822-P))

Unit D4-3-3 & 3A
Solaris Dutamas
No. 1, Jalan Dutamas 1
50480 Kuala Lumpur
Wilayah Persekutuan
Malaysia

Telephone No.: (03) 6205 3330

REPORTING ACCOUNTANTS	:	Ernst & Young PLT (Firm No.: 202006000003 (LLP0022760-LCA) & AF 0039) Level 23A Menara Milenium Jalan Damanlela, Pusat Bandar Damansara 50490 Kuala Lumpur Wilayah Persekutuan Malaysia Telephone No.: (03) 7495 8636 Partner-in-charge: Tseu Tet Khong @ Tsau Tet Khong Approval number: 03374/06/2024 J Professional qualification: Member of the Malaysian Institute of Accountants (" MIA ") (MIA Membership No.: 33764)
TAX CONSULTANT	:	KPMG Tax Services Sdn Bhd (Registration No. 198301001627 (96860-M)) Level 10, KPMG Tower 8, First Avenue, Bandar Utama 47800 Petaling Jaya Selangor Darul Ehsan Malaysia Telephone No.: (03) 7721 3388 Partner-in-charge: Tai Lai Kok Tax agent licence number: 02/2800/10/2025 Professional qualification: Chartered Accountant & Tax Committee Member of the MIA, Tax Committee Member of the Malaysian Institute of Certified Public Accountants, Tax Committee Member of the American Malaysian Chamber of Commerce, Member of the Chartered Tax Institute of Malaysia and Member of the CPA Australia
INDEPENDENT VALUER	PROPERTY :	Knight Frank Malaysia Sdn Bhd (Registration No. 200201017816 (585479-A)) Level 10, Menara Southpoint Mid Valley City, Medan Syed Putra Selatan 59200 Kuala Lumpur Wilayah Persekutuan Malaysia Telephone No.: (03) 2289 9688 Valuer-in-charge: Ooi Hsien Yu Professional qualification: Registered Valuer by The Board of Valuers, Appraisers, Estate Agents and Property Managers (V-692), Member of Royal Institution of Chartered Surveyors (MRICS), Member of Royal Institution of Surveyors Malaysia (MRISM), Fellow Member of Association of Valuers, Property Managers, Estate Agents and Property Consultants in the Private Sector Malaysia (FPEPS), Member of Malaysian Institute of Property & Facility Managers (MMIPFM)

LEGAL ADVISERS

: *To the Manager:*

Mah-Kamariyah & Philip Koh

3A07, Block B, Phileo Damansara II
15 Jalan 16/11, Off Jalan Damansara
46350 Petaling Jaya
Selangor Darul Ehsan
Malaysia

Telephone No.: (03) 7956 8686

To the Lead Bookrunner, Joint Bookrunners, Sole Managing Underwriter and Joint Underwriters:

Christopher & Lee Ong

Level 22, Axiata Tower
No. 9, Jalan Stesen Sentral 5
Kuala Lumpur Sentral
50470 Kuala Lumpur
Wilayah Persekutuan
Malaysia

Telephone No.: (03) 2273 1919

**INDEPENDENT PROPERTY
MARKET RESEARCHER**

: **Savills (Malaysia) Sdn Bhd**
(Registration No. 199501004315 (333510-P))

Upper Penthouse, Wisma RKT 2
Jalan Raja Abdullah, Off Jalan Sultan Ismail
50300 Kuala Lumpur
Wilayah Persekutuan
Malaysia

Telephone No.: (03) 8691 8888

Director-in-charge: Datuk Sr. Paul Khong
Professional qualification: Registered Member of The Board of Valuers, Appraisers, Estate Agents and Property Managers (V-528), Member of Royal Institution of Chartered Surveyors (MRICS), Member of Malaysian Institute of Estate Agents (MIEA), Member of Association of Valuers & Property Consultants in Private Practice Malaysia (MPEPS), Fellow of Royal Institution of Surveyors Malaysia (FRISM), Member of Malaysian Institute of Property & Facility Managers (MMIPFM)

ISSUING HOUSE

: **Malaysian Issuing House Sdn Bhd**
(Registration No. 199301003608 (258345-X))

11th Floor, Menara Symphony
No. 5, Jalan Prof. Khoo Kay Kim
Seksyen 13, 46200 Petaling Jaya
Selangor Darul Ehsan
Malaysia

Telephone No.: (03) 7890 4700

REGISTRAR	: Boardroom Share Registrars Sdn Bhd (Registration No. 199601006647 (378993-D)) 11th Floor, Menara Symphony No. 5, Jalan Prof. Khoo Kay Kim Seksyen 13, 46200 Petaling Jaya Selangor Darul Ehsan Malaysia Telephone No.: (03) 7890 4700
INTERNAL AUDITOR	: BDO Governance Advisory Sdn Bhd (Registration No. 199701018781 (434278-K)) BDO @ Menara CenTARa 360 Jalan Tuanku Abdul Rahman 50100 Kuala Lumpur Wilayah Persekutuan Malaysia Telephone No.: (03) 2616 2888
LISTING SOUGHT	: Main Market of Bursa Securities

This section only highlights the key information from other parts of this Prospectus. It does not contain all the information that may be important to the investors. Investors should read and understand the contents of the whole Prospectus prior to deciding whether to invest in the Units. If necessary, investors should consult their stockbroker, bank manager, solicitor, accountant or other professional advisers as to the legal, business, financial, tax and related aspects of an investment in the Units.

There are fees involved and investors are advised to consider them before investing in Paradigm REIT. Investors should be aware that the rental yields of the Subject Properties as well as other real estate that Paradigm REIT may invest in the future are not equivalent to the yields of the Units and the current rental receipts and yields of the Subject Properties may not be sustainable. Investors should also note that the value of the Subject Properties (including other investments Paradigm REIT may have in the future), Unit prices and distributions payable, if any, may go down as well as up. For information concerning certain risk factors which should be considered by prospective investors, please refer to Section 5 “Risk Factors” of this Prospectus.

Statements contained in this section that are not historical facts may be forward-looking statements or are historical statements reconstituted on a pro forma basis. Such statements are based on certain assumptions and are subject to certain risks and uncertainties which could cause actual results of Paradigm REIT to differ materially from those forecasts. Please refer to the section on “Forward-looking Statements” for further details. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by Paradigm REIT, the Manager, the Sponsor, the Selling Subsidiary, the Trustee, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters or any other person or that these results will be achieved or are likely to be achieved. Investing in the Units involves risks.

(A) OVERVIEW OF PARADIGM REIT

Investment Policy

Paradigm REIT is a REIT established with the principal investment policy of investing, directly and indirectly in a diversified portfolio of income producing Real Estate Assets used for retail, commercial, office, industrial and hospitality purposes and such other Non-Real Estate Assets. Paradigm REIT may also invest in other investments as permissible in the REIT Guidelines or as otherwise permitted by the SC. Unless otherwise provided by the Applicable Laws and Requirements, any material change in the investment policy of Paradigm REIT, must be approved by the Unitholders by way of a resolution of not less than two-thirds of the Unitholders voting at the Unitholders’ meeting duly convened and held in accordance with the Deed.

Investment Objective

The objective of Paradigm REIT is to provide the Unitholders with an exposure to a diversified portfolio of Authorised Investments that will provide regular and stable cash distributions with the potential for long-term growth in the NAV per Unit, while maintaining an appropriate capital structure. Any material change to the objective of Paradigm REIT must be subject to the Unitholders’ approval of not less than two-thirds of the Unitholders voting at the Unitholders’ meeting duly convened and held in accordance with the Deed, or such other voting requirement as may be required under the CMSA and/or the REIT Guidelines from time to time.

Strategies

The Manager intends to achieve the investment objectives through the implementation of the following strategies, including:

- (i) **Proactive and effective asset management strategy** – The Manager will seek organic growth of its property portfolio, by working closely with the Property Manager, to maintain high occupancy rates, achieve stable rental growth and maximise investment returns and lettable area;
- (ii) **Acquisition growth strategy** – The Manager will actively seek out properties that can generate stable cash flows, providing consistent income for the Unitholders within Malaysia. While Paradigm REIT will primarily focus on established and mature markets with proven rental track records, it will also consider emerging market with growth potential. Furthermore, the Manager will prioritise assets with potential for long-term capital appreciation to enhance the overall value of Paradigm REIT; and
- (iii) **Capital and risk management strategy** – The Manager aims to optimise Paradigm REIT's capital structure and cost of capital within the financing limits set out in the REIT Guidelines and intends to use a combination of debt and equity financing to fund future acquisitions and capital expenditure.

For further details of Paradigm REIT, please refer to Section 1 "Detailed Information on Paradigm REIT" of this Prospectus.

(B) SUMMARY OF PARADIGM REIT

Name of REIT	: Paradigm REIT
REIT type	: Income stability and growth
Deed	: Deed dated 11 March 2025 and registered with the SC on 13 March 2025
The Manager	: Paradigm REIT Management Sdn Bhd
The Trustee	: RHB Trustees Berhad
Total issue size on the Listing Date	: 1,600,000,000 Units
Authorised Investment	: (i) Real Estate Assets; (ii) Non-Real Estate Assets; (iii) cash, deposits and money market instruments; and (iv) any other investment not covered by paragraphs (i) to (iii) above but specified as a permissible investment in the REIT Guidelines or as otherwise permitted by the SC.

Permissible investment limits : Paradigm REIT's investments are subject to the following investment limits as prescribed in the REIT Guidelines:

- (i) at least 75% of the Total Asset Value of Paradigm REIT must be invested in Real Estate Assets that generate recurrent rental income at all times;
- (ii) the aggregate investments in property development activities (property development costs) and Real Estate under construction must not exceed 15% of the Total Asset Value of Paradigm REIT; and
- (iii) investments in Non-Real Estate Assets are subject to the following investment limits and restrictions:
 - (a) the securities must be traded in or under the rules of an eligible market, except for unlisted debt securities or sukuk;
 - (b) the value of Paradigm REIT's investments in securities issued by any single issuer must not exceed 5% of the Total Asset Value of Paradigm REIT;
 - (c) the value of Paradigm REIT's investments in securities issued by any group of companies must not exceed 10% of the Total Asset Value of Paradigm REIT;
 - (d) Paradigm REIT's investments in any class of securities must not exceed 10% of the securities issued by any single issuer; or
 - (e) such other requirements as may imposed under the REIT Guidelines and the CMSA.

Performance benchmark : The following performance indicators can be considered in reviewing the performance of Paradigm REIT:

- (i) Distribution Yield;
- (ii) NAV; and
- (iii) Total return.

The performance indicators will be used to benchmark Paradigm REIT against its peers as well as against its own historical performance, where applicable.

Distribution policy : The Deed provides that the Manager shall, with the approval of the Trustee, for each Distribution Period, distribute all (or such lower percentage as determined by the Manager in its absolute discretion) of the Distributable Income of Paradigm REIT. It is the intention of the Manager to distribute at least 90% of Paradigm REIT's Distributable Income on a half yearly basis or such other intervals as the Manager may determine at its absolute discretion.

Half yearly basis refers to each consecutive 6-month period commencing on and ending on the following dates (all dates inclusive) in each financial year during the continuance of Paradigm REIT or such other interval as the Manager may determine in accordance with the Deed:

(i) 1 January to 30 June; and

(ii) 1 July to 31 December.

For the period from the Listing Date to 31 December 2025, Paradigm REIT will distribute at least 90% of its Distributable Income. The first distribution in respect of the period from the indicative Listing Date of 10 June 2025 to 31 December 2025, being the first full 6-month period, will be paid by the Manager within 2 months from 31 December 2025.

The actual proportion of Distributable Income to be distributed to the Unitholders beyond FYE 2025, which shall be at the absolute discretion of the Manager, may be greater than 90% of its Distributable Income to the extent that the Manager believes it is appropriate, having regard to Paradigm REIT's funding requirements, other capital management considerations and the availability of funds. Distributions, when made, will be in RM.

Valuation policy : Independent professional valuation will be obtained at least once every financial year in accordance with the REIT Guidelines or such other shorter interval as the Manager deems necessary and these valuations will be conducted on the bases and methods which are in accordance with the Asset Valuation Guidelines. The Manager has engaged the Independent Property Valuer to carry out valuation of the Subject Properties as at 18 June 2024 (in the case of Paradigm Mall PJ and Paradigm Mall JB) and 25 June 2024 (in the case of Bukit Tinggi Shopping Centre), with the update valuation as at 31 December 2024.

The Manager has yet to decide on the exact date for the next valuation for the Subject Properties, but in any event, such valuation will be carried out on or before 31 December 2025 in accordance with Paradigm REIT's valuation policy.

Financing limitation and gearing policy : Paradigm REIT may obtain financing of up to 50% of the Total Asset Value of Paradigm REIT at the time the financing is incurred (or such other limit permitted by the REIT Guidelines from time to time).

Upon Listing, based on Paradigm REIT's Pro Forma Statement of Financial Position, Paradigm REIT will have a total indebtedness of approximately RM841.7 million representing approximately 34.0% of its estimated Total Asset Value of RM2,475.6 million.

Redemption policy : The Unitholders have no right to request the Manager to redeem their Units.

Minimum initial investment : Minimum of 100 Units

Minimum additional investment : Multiples of 100 Units

Investor profile : Paradigm REIT may appeal to an investor with long-term investment objectives who seeks regular and stable income distribution and long-term capital appreciation, and who understands the risks related to the real estate industry and REITs.

Form : The Units will be issued in registered form and Paradigm REIT shall be constituted by Deed.

Board lot : 100 Units per board lot

Quotation : Main Market

Governing law : The Deed is governed by Malaysian law.

Avenue for advice available to prospective investors : The Manager strives to provide investors with quality information services to assist investors to make well informed investment decisions and keep abreast of developments relating to Paradigm REIT.

Enquiries can be made through the following:

- (i) Telephone number (03) 7610 3880 during business hours (Malaysian time);
- (ii) B-29-01, The Ascent, Paradigm No. 1, Jalan SS7/26A, Kelana Jaya 47301 Petaling Jaya Selangor Darul Ehsan, Malaysia during business hours (Malaysian time); or
- (iii) Paradigm REIT's email at ceo@paradigm-reit.com or website at www.paradigm-reit.com.

(C) STRUCTURE OF PARADIGM REIT

Paradigm REIT Management Sdn Bhd is the manager of Paradigm REIT. The principal activity of the Manager is to manage Paradigm REIT. The Manager shall, in managing Paradigm REIT, undertake primary management activities in relation to Paradigm REIT, including but not limited to overall strategy, new acquisition and disposal analysis, marketing and communications, individual asset performance and business planning, market performance analysis and other activities as provided under the Deed. For further details of the Manager, please refer to Section 6 “The Manager” of this Prospectus.

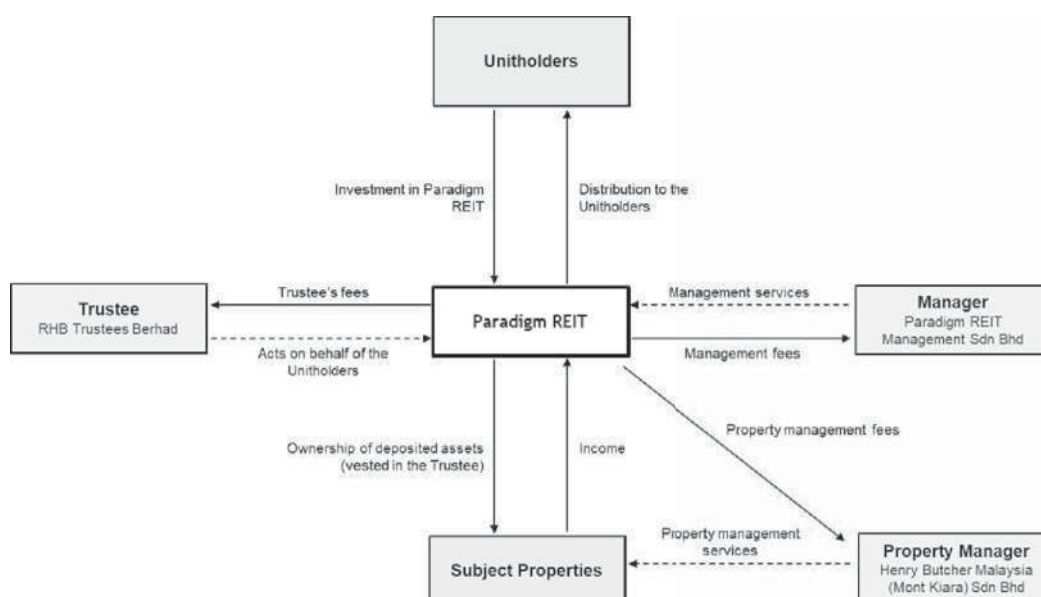
WCT Holdings Berhad is the Sponsor of Paradigm REIT. The registered office of the Sponsor is located at B-30-01, The Ascent, Paradigm, No. 1, Jalan SS7/26A, Kelana Jaya, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia. For further details of the Sponsor, please refer to Section 7 “The Sponsor” of this Prospectus.

RHB Trustees Berhad is the trustee of Paradigm REIT. The Trustee provides corporate trusteeship services for Paradigm REIT. For further details of the Trustee, please refer to Section 8 “The Trustee” of this Prospectus.

Henry Butcher Malaysia (Mont Kiara) Sdn Bhd is the property manager of Paradigm REIT. The Property Manager is responsible for providing property management services to manage, operate and maintain all the properties acquired by the Trustee (as trustee for Paradigm REIT) or the special purpose vehicle(s) of Paradigm REIT, including the Subject Properties, upon the terms and conditions contained in the Property Management Agreement. For further details of the Property Manager, please refer to Section 9 “Property Manager” of this Prospectus.

Paradigm REIT will acquire the Subject Properties in accordance with the terms of the SPAs which are interdependent on each other. For further details of the SPAs, please refer to Section 14.3 “Salient Terms of the SPAs” of this Prospectus.

The following diagram illustrates the structure of Paradigm REIT and indicates the relationship between Paradigm REIT, the Manager, the Trustee, the Property Manager and the Unitholders:



(D) OVERVIEW OF THE SUBJECT PROPERTIES

Paradigm REIT's initial asset portfolio will, on the Listing Date, comprise the following 3 retail properties:

(i) Bukit Tinggi Shopping Centre

Bukit Tinggi Shopping Centre is a retail mall comprising 3 levels of retail area with a mezzanine floor and car park facilities at the surface, basement, elevated and rooftop level(s). Bukit Tinggi Shopping Centre opened in 2008 and is located at No. 1, Persiaran Batu Nilam 1/KS 6, Bandar Bukit Tinggi 2, 41200 Klang, Selangor. As at the LPD, Bukit Tinggi Shopping Centre has a total GLA of 1,000,950 sq ft.

(ii) Paradigm Mall PJ; and

Paradigm Mall PJ is a retail mall comprising 6 retail levels with a lower ground floor and 2 basement car park levels along with 2 retail levels sited below the existing Le Meridien Petaling Jaya and The Azure Residences. Paradigm Mall PJ opened in 2012 and is located at No. 1, Jalan SS7/26A, Kelana Jaya, 47301 Petaling Jaya, Selangor. As at the LPD, Paradigm Mall PJ has a total NLA of 680,048 sq ft.

(iii) Paradigm Mall JB.

Paradigm Mall JB is a retail mall comprising 6 retail levels with a mezzanine floor and a level of cinema and convention centre along with basement and elevated car park levels. Paradigm Mall JB opened in 2017 and is located at Lot 32665, Jalan Mewah Ria 2, Taman Bukit Mewah, 81200 Johor Bahru, Johor. As at the LPD, Paradigm Mall JB has a total NLA of 1,292,956 sq ft.

Please refer to Section 2.1 "Overview of the Subject Properties" of this Prospectus for the details of the Subject Properties.

Location of the Subject Properties in Peninsular Malaysia

(E) COMPETITIVE STRENGTHS AND INVESTMENT HIGHLIGHTS

The Manager believes that an investment in Paradigm REIT will offer the following investment attractions to the Unitholders:

(i) Positioned to capitalise on positive macroeconomic and strong private consumption trends in Malaysia

The Manager believes that Paradigm REIT offers the Unitholders an exposure to the Malaysian domestic economy and the robust private consumption trend.

The Malaysian economy has demonstrated healthy expansion since 2015, with a CAGR of 3.8% between 2015 and 2024. The real GDP grew by 5.1% in 2024, rising from RM1,567,974 million in 2023 to RM1,648,163 million, based on constant 2015 prices.

For 2025, Malaysia's economy is expected to remain resilient, fueled by substantial investment, steady household spending, and continued export growth. Growth in investment activities will be propelled by the continuing development of long-term private and public projects, the successful execution of approved investments, and the implementation of key initiatives outlined in national master plans.

(ii) A geographically diversified portfolio with strategically located assets

The Subject Properties are located across 3 townships in Malaysia, making Paradigm REIT a geographically diversified Malaysian retail REIT. Due to the geographical diversification of the Subject Properties which is supported by a good catchment, well-developed infrastructure and various amenities, Paradigm REIT is exposed to various growth markets across numerous townships.

(iii) Diversified and resilient portfolio offers income stability

The Subject Properties offer diversity in geographical reach, income contribution and tenant base, whilst enjoying high Average Occupancy Rates.

(a) Diversified and quality tenant base

As at the LPD, the Subject Properties have 723 tenants (including Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee), comprising well-established international and domestic retailers such as (in alphabetical order) Adidas, AEON, Golden Screen Cinemas, H&M, Harvey Norman, Nike, Parkson, Uniqlo and Lotus's.

For the month of March 2025, the top 10 tenants of the Subject Properties (including Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee) accounted for 31.4% of the Subject Properties' Gross Rental Income.

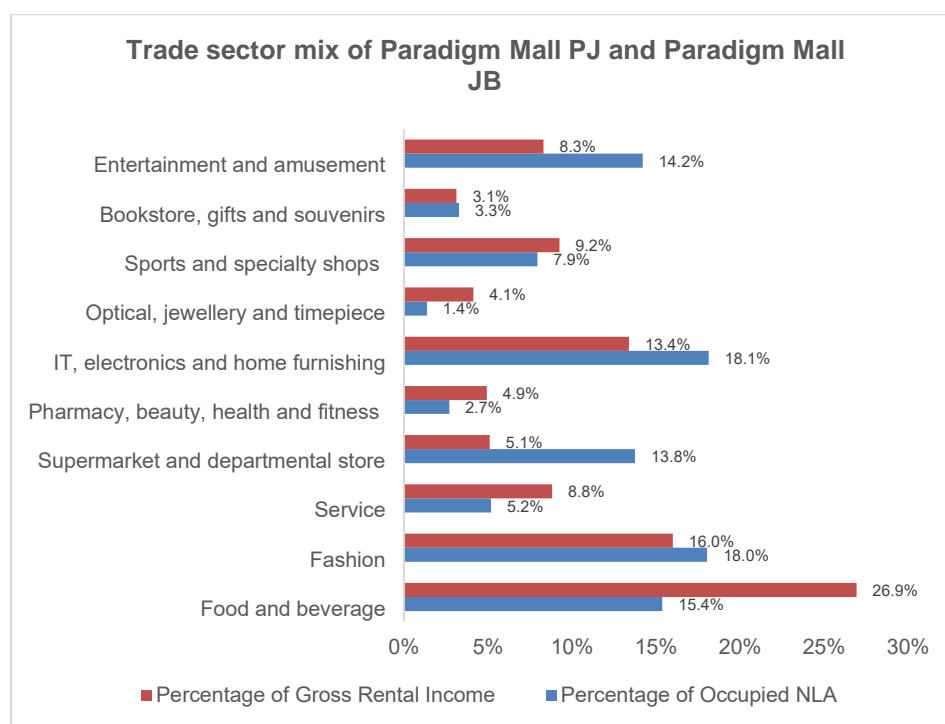
Save for Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee and had contributed 21.4% to the Subject Properties' Gross Rental Income for the month of March 2025, no other single tenant contributed more than 5.0% to the Subject Properties' Gross Rental Income for the month of March 2025. Please refer to Sections 2.3.4 and 2.4.4 "Tenant Profile" of this Prospectus for the tenant profiles of Paradigm Mall PJ and Paradigm Mall JB respectively.

(b) Resilient trade sector mix

The Subject Properties offer exposure to a diversified, resilient and well-balanced trade sector mix.

The Subject Properties offer exposure to resilient trade sectors such as food and beverage and fashion stores. These 2 trade sectors accounted for 33.7% of the Subject Properties' Gross Rental Income for the month of March 2025 (including Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee). Excluding Bukit Tinggi Shopping Centre, the food and beverage and fashion sectors accounted for 42.9% of the Subject Properties' Gross Rental Income for the month of March 2025.

The following table sets out information on the trade sector mix for Paradigm Mall PJ and Paradigm Mall JB by percentage of Occupied NLA as at 31 March 2025 and percentage of Gross Rental Income for the month of March 2025:



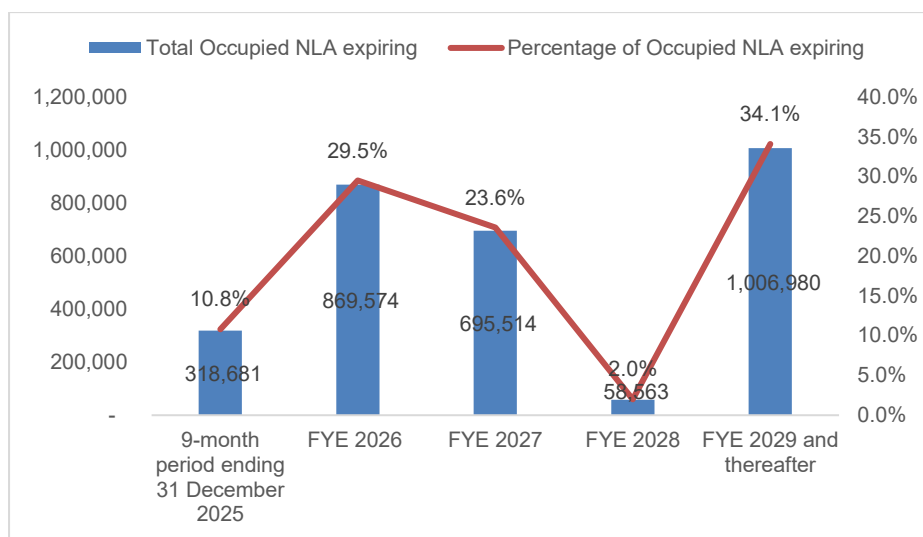
Further, the Manager intends to expand its experiential-based shopping offerings and recreational amenities such as those currently being offered in Paradigm Mall PJ and Paradigm Mall JB. This strategy aims to diversify the tenant mix, mitigate the effects of economic fluctuations on overall rental income, manage risks associated with specific business sectors, and attract a broader audience suitable for the Subject Properties.

(c) Well-staggered lease expiry profile

The Subject Properties have a well-staggered lease expiry profile with a stable and visible cashflow. Save for Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee, the WALE (by NLA) of Paradigm PJ and Paradigm JB are 1.54 years and 1.56 years respectively as at 31 March 2025.

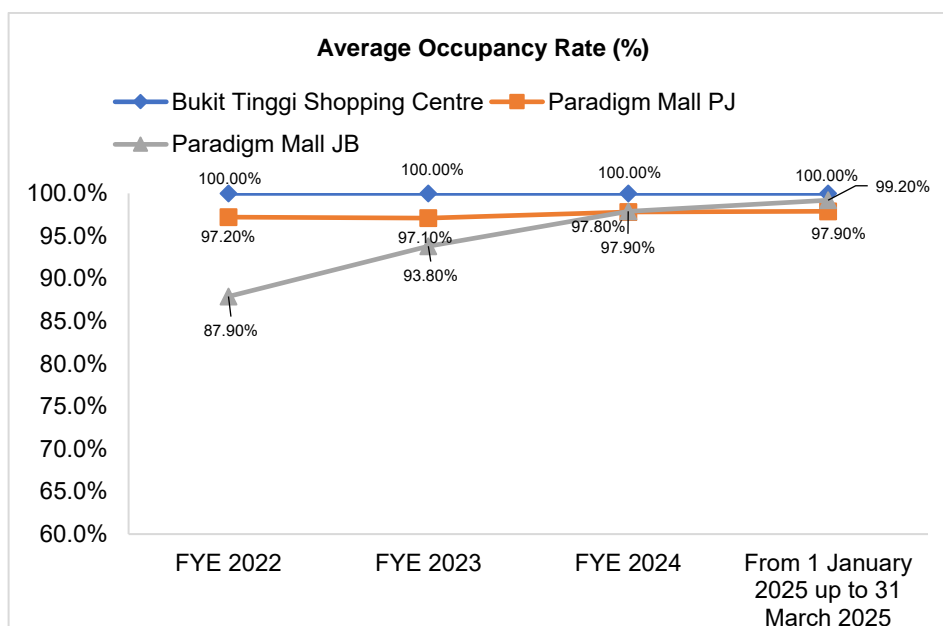
The chart below sets out the total lease expiry profile of the Subject Properties as at 31 March 2025.

Total lease expiry profile of the Subject Properties by GLA/NLA

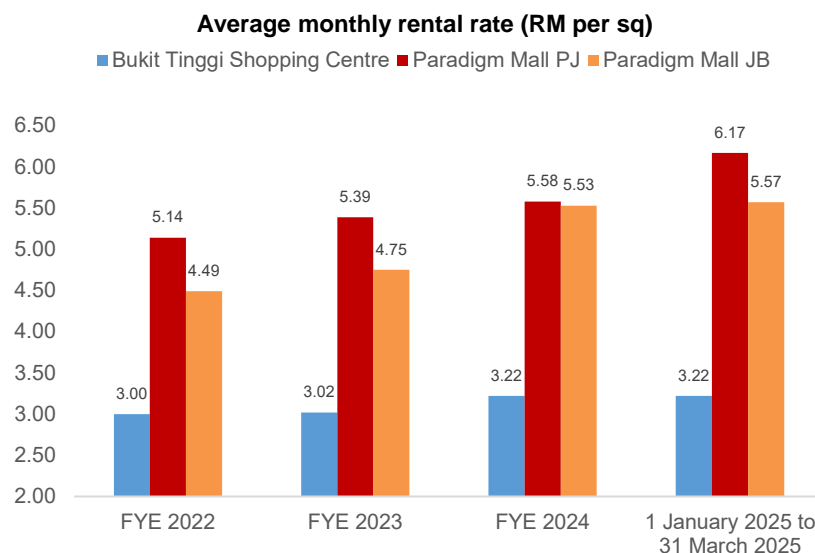


(d) Increasing rental rates underpinned by high occupancy

The Average Occupancy Rate of the Subject Properties has increased on a portfolio basis and the rental rates of the Subject Properties have remained stable on a portfolio basis over the years on an average monthly rental rate per sq ft basis. The chart below sets out the Average Occupancy Rate of the Subject Properties for the FYE 2022 to the FYE 2024 and the period from 1 January 2025 to 31 March 2025.



The chart below sets out the average monthly rental rate per sq ft of the Subject Properties for the FYE 2022 to the FYE 2024 and the period from 1 January 2025 to 31 March 2025.



The average month rental rate is calculated based on base rent, being rental income (inclusive of service charges and promotional charges) and straight-lining adjustments on rent-free period and staggered rent over the lease term in accordance with MFRS 16 derived from Occupied NLA, over the Average Occupied NLA. Please refer to Section 4.4.5.1 “Total Revenue” of this Prospectus for further details.

(iv) Opportunities for future growth

(a) Acquisition growth opportunities

The Manager believes that while Paradigm REIT has growth opportunities through active asset management and asset enhancement, Paradigm REIT will also be able to leverage on the Sponsor’s extensive network and track record in sourcing, acquiring and financing real estate assets.

As at the LPD, apart from the Subject Properties, the WCTH Group and its joint ventures owns Le Méridien Petaling Jaya, Hyatt Place Johor Bahru Paradigm Mall and Première Hotel in Klang, as well as concessions in SkyPark Terminal, Sultan Abdul Aziz Shah Airport in Subang and gateway@klia2, KLIA in Sepang which are airport malls.

With effect from the date of completion of the Acquisitions as contemplated under the SPAs, Paradigm REIT will hold the ROFR to purchase any Relevant Assets in the event that:

- (i) WCTH or a WCTH Entity (as defined in Section 14.4 “Salient Terms of the ROFR” of this Prospectus) proposes to sell/dispose the Relevant Assets or any part(s) thereof; or
- (ii) WCTH or a WCTH Entity receives any offer from a third party to purchase any part of the Relevant Assets which WCTH or a WCTH Entity is willing to consider,

except for intra-group transfer of the Relevant Assets and the grant of ROFR or reconstruction, amalgamations, restructurings, mergers and analogous events involving WCTH or a WCTH Entity and shall be subject to applicable laws.

The ROFR will provide Paradigm REIT with access to future acquisition opportunities of properties which WCTH or a WCTH Entity have direct control over and/or developed by them. The ROFR is expected to increase the pipeline of assets for Paradigm REIT. The ROFR gives Paradigm REIT the right but not the obligation to acquire the Relevant Assets.

In addition, pursuant to the undertaking provided by TSDL, both Paradigm REIT and Pavilion REIT will be given the opportunity to bid for certain assets under certain scenarios set out in Section 11.5.2 “Undertaking provided by TSDL” of this Prospectus. The undertaking was provided by TSDL to mitigate any actual or potential conflict of interest situation arising from TSDL being a common major shareholder and unitholder and common director of the Sponsor, the Pavilion Manager and Pavilion REIT. The acquisition of any assets pursuant to the undertaking provided by TSDL will be subject to due diligence and assessment of commercial viability.

- (b) Embedded upside potential to be realised through active asset management and enhancement

There is scope for increased rental income for the Subject Properties through active asset management. Save for Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee, the Manager intends to constantly engage with the tenants and actively negotiates lease renewals early to ensure tenant retention as well as to source for new tenants to increase occupancy level and optimise trade sector mix at each of the Subject Properties.

Furthermore, the Manager plans to adopt a sustainable approach by installing solar photovoltaic system on the rooftop of Bukit Tinggi Shopping Centre. WCTHJ has completed the installation of solar photovoltaic system on the rooftop of Paradigm Mall JB in February 2025.

This initiative will not only reduce utility costs but also aligns with the growing trend of environmentally conscious business practices. These upgrades will improve Bukit Tinggi Shopping Centre and Paradigm Mall JB to appeal to a broader audience and meet the evolving expectations of current conscientious consumers.

(v) Experienced management team

Chua Kah Noi Selena, the Chief Executive Officer and Executive Director of the Manager, has over 30 years of experience in property development and investment, corporate management, leasing, retail development and actively participated in the initial public offering and listing of CapitaLand Mall Trust (now known as CapitaLand Integrated Commercial Trust), being the first listed REIT in Singapore. She has been with the WCTH Group for over 7 years overseeing the management of all the retail malls within the WCTH Group’s portfolio.

Chong Kian Fah, the Director of Investment, Finance & Accounts of the Manager, joined the WCTH Group as Chief Accountant in August 2008 and was promoted to the position of Director of Corporate and Finance of the Sponsor in January 2017 where he was responsible for overseeing and managing the accounting and financial matters of the WCTH Group and ensure compliance with financial regulations.

The management team consists of experienced retail real estate professionals, many of whom have been with the Sponsor for several years, managing, among others, the respective Subject Properties. Therefore, they maintain familiarity and have in-depth knowledge of the Subject Properties in its respective locations, making them uniquely positioned to stimulate the future growth of Paradigm REIT.

(vi) Management Fees structure aligns the Manager's interest with Unitholder

The Management Fees are structured to align the interest of the Manager to the Unitholders. The Manager is entitled to receive a base fee of up to 1.00% per annum of the Total Asset Value of Paradigm REIT (excluding cash and bank balances which are held in non-interest bearing) as well as a performance fee of up to 5.00% per annum of Paradigm REIT's NPI in the relevant financial year but before the deduction of property management fees payable to any property manager(s) appointed to manage any Real Estate. For the Profit Forecast, the Manager will be charging a base fee of 0.3% per annum of the Total Asset Value of Paradigm REIT and performance fee of 3.0% per annum of Paradigm REIT's NPI. The Management Fees payable to the Manager have an incentive-based element which is designed to align the interest of the Manager with those of the Unitholders, through incentivising the Manager to grow Paradigm REIT's Distributable Income.

The Manager may elect to receive Management Fees in cash or Units or a combination of cash and Units as it may at its sole discretion determine.

(vii) Prudent capital structure and active capital management

(a) Conservative gearing level with ample debt headroom

Upon Listing, Paradigm REIT will have total indebtedness of RM841.7 million, representing approximately 34.0% of the estimated Total Asset Value of RM2,475.6 million based on Paradigm REIT's Pro Forma Statement of Financial Position.

The debt-to-asset ratio is below the prescribed limit under the REIT Guidelines of 50.0% of the total asset value of a REIT, providing Paradigm REIT with ample debt headroom of up to approximately RM1,237.8 million (including the total indebtedness of RM841.7 million upon Listing).

(b) Active management to optimise capital structure

The Manager aims to optimise Paradigm REIT's capital structure and cost of capital to manage borrowing cost efficiency to improve returns to the Unitholders. The Manager also intends to use appropriate combinations of debt and equity to fund future acquisitions with the objective of ensuring capital efficiency.

(F) MATERIAL INTERRUPTIONS IN PARADIGM REIT'S BUSINESS

In 2020, there was an outbreak of the infectious disease known as COVID-19 which led to an unprecedented challenge to public health in Malaysia and globally. The World Health Organisation recognised COVID-19 as a "Public Health Emergency of International Concern" on 30 January 2020 and subsequently classified it as a "pandemic" on 11 March 2020.

Overall, there was no significant impact to occupancy rates throughout the COVID-19 pandemic as rental rebates were provided by the Vendors to the tenants to ensure the tenant's business continuity and long-term sustainability. For the avoidance of doubt, the COVID-19-related rental rebates have been discontinued in 2024 following the gradual recovery of the Subject Properties. However, these rental rebates had an impact that extended beyond the FYE 2024 due to the straight-lining adjustments of such rental rebates in accordance with the requirements of MFRS 16 and are expected to have minimal impact on the Total Revenue for the FYE 2025. The COVID-19-related rental rebates for the FYE 2022 to the FYE 2024 are set out below:

Subject Properties	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Bukit Tinggi Shopping Centre	274	59	-
Paradigm Mall PJ	6,928	1,122	236
Paradigm Mall JB	7,115	584	591
	<u>14,317</u>	<u>1,765</u>	<u>827</u>

The management team of the Vendors has gained significant experience from navigating the unprecedented challenges impacting the Subject Properties during the COVID-19 pandemic, including restructuring loan repayments and fostering understanding with tenants and has equipped the management team with the necessary expertise to navigate future challenges.

As a result of navigating these challenges together, the relationship between the Vendors and their tenants has been strengthened. The shared experience of managing through the pandemic has fostered a greater sense of partnership and mutual trust, enhancing the long-term stability of these tenancies moving forward.

(G) SUSTAINABILITY

The Manager acknowledges the importance of ESG impact when developing business strategies of Paradigm REIT. As such, the Manager and the Board are committed to adhere to good sustainability practices as set out in Section 6.15 "Sustainability" of this Prospectus.

(H) PRINCIPAL STATISTICS RELATING TO THE OFFERING

The Offering : 560,000,000 Offer Units offered under the Retail Offering and Institutional Offering

The Retail Offering : The Retail Offering of up to 254,657,500 Offer Units, subject to the Clawback and Reallocation provisions, consists of the following:

- (i) up to 194,862,500 Restricted Offer Units to the Entitled WCTH Shareholders on the basis of 1 Restricted Offer Unit for every 8 existing ordinary shares of WCTH held by the Entitled WCTH Shareholders on the Entitlement Date;

(ii) 27,795,000 Pink Form Units to the Eligible Directors and Employees; and

(iii) 32,000,000 Offer Units for application by the Malaysian Public of which 16,000,000 Units are reserved for application by the Bumiputera public,

at the Retail Price of RM1.00 per Offer Unit, payable in full upon application and subject to refund of the difference between the Retail Price and the Final Retail Price, if the Final Retail Price is less than the Retail Price.

The Institutional Offering

: At least 305,342,500 Units, subject to Clawback and Reallocation, by way of placement at the Institutional Price to the following:

(i) 200,000,000 Offer Units to Bumiputera investors approved by the MITI; and

(ii) at least 105,342,500 Offer Units to other institutional investors and selected investors.

Clawback and Reallocation

: The Institutional Offering and the Retail Offering will be subject to the Clawback and Reallocation provisions.

The Institutional Price

: The price per Offer Unit payable by the institutional investors pursuant to the Institutional Offering will be determined by way of a bookbuilding on the Price Determination Date.

Retail Price

: The Retail Price of RM1.00 per Offer Unit was determined and agreed upon by the Manager, the Sponsor and Selling Subsidiary in consultation with the Principal Adviser, the Joint Bookrunners and the Joint Underwriters after taking into consideration the following factors:

(i) the financial history and condition of the Subject Properties;

(ii) the pro forma NAV per Unit upon Listing of approximately RM1.00;

(iii) the forecast distribution yields of Paradigm REIT;

(iv) the future prospects of Paradigm REIT; and

(v) the prevailing capital and property market conditions and sentiments.

The Final Retail Price will be determined after the Institutional Price is fixed on the Price Determination Date and will be equal to the lower of:

(i) the Retail Price of RM1.00 per Offer Unit; or

(ii) the Institutional Price,

subject to rounding to the nearest sen.

Applicants should also note that the market price of the Units upon Listing is subject to the vagaries of market forces and other uncertainties which may affect the price of the Units.

Expected gross proceeds : As Paradigm REIT will not be issuing any new Units under the Offering, Paradigm REIT will not receive any cash from the Offering.

Utilisation of proceeds : Estimated Listing expenses of approximately RM7.4 million to be incurred will be funded through the MTN Programme undertaken by Paradigm Capital and internally generated funds of Paradigm REIT from the Subject Properties. The expenses will be fully settled within 1 month from the Listing. The breakdown of the estimated expenses in relation to the Listing is as follows:

Estimated Listing expenses	(RM'000)
Professional and advisory fees	6,984
Regulatory fees	318
Printing, investor relations and other related expenses	83
Total	7,385

Please refer to Section 3.9 "Utilisation of Proceeds" of this Prospectus for further details.

(I) FINANCIAL HIGHLIGHTS

The following is an extract from Section 4.2 "Pro Forma Statement of Financial Position" of this Prospectus.

As at the date of its establishment, Paradigm REIT did not have any assets and liabilities. The following table presents the Pro Forma Statement of Financial Position, prepared for illustrative purposes only, to show the effects of the Acquisitions based on the assumption that such events had been effected on the date of establishment of Paradigm REIT and are not represented as being necessarily indicative of Paradigm REIT's view of its future financial position.

The Pro Forma Statement of Financial Position should be read in conjunction with the "Reporting Accountants' Report on the Pro Forma Statement of Financial Position" included in Appendix D of this Prospectus.

The Pro Forma Statement of Financial Position has been prepared for illustrative purposes in the manner consistent with the format of the financial statements and the accounting policies to be adopted by Paradigm REIT as set out in Section 4.4.4 "Material accounting policies" of this Prospectus.

Pro Forma Statement of Financial Position

	Unaudited
	RM'000
Non-current asset	
Investment properties	2,437,000
Current assets	
Cash and bank balances	38,643
Current liability	
Tenants' deposits payable	17,115
Net current assets	21,528
	2,458,528
Equity	
Unitholders' funds ⁽¹⁾	1,592,615
Non-current liabilities	
Tenants' deposits payable	21,903
Accrued rental	2,290
Borrowings ⁽²⁾	841,720
	865,913
	2,458,528
NAV (RM'000) ⁽³⁾	1,592,615
Number of Units in issue ('000)	1,600,000
NAV per Unit (RM) ⁽⁴⁾	1.00

Notes:

- (1) Unitholders' funds of RM1,600.0 million, net of estimated expenses in relation to the issue of the Units of RM7.4 million.
- (2) The borrowings of RM844.0 million is presented net of capitalised transaction costs of RM2.3 million.
- (3) NAV represents the value of Paradigm REIT's total assets less total liabilities.
- (4) NAV per Unit is computed based on NAV divided by number of Units in issue.

Unaudited Pro Forma Statement of Comprehensive Income

The following is an extract from Section 4.1 "Unaudited Pro Forma Statement of Comprehensive Income" of this Prospectus.

The Pro Forma Statement of Comprehensive Income of Paradigm REIT has been prepared based on the information extracted from the Vendors' audited financial statements for the FYE 2022, FYE 2023 and FYE 2024, which were prepared in accordance with the approved accounting standards in Malaysia. The Vendors' audited financial statements for the FYE 2022, FYE 2023 and FYE 2024 were not subject to any audit qualification.

Certain numbers have been re-presented or reclassified in this pro forma to conform with the basis of presentation of the Pro Forma Statement of Comprehensive Income and may not be consistent with the basis of presentation in the audited financial statements of the Vendors. The Pro Forma Statement of Comprehensive Income has been prepared in accordance with approved accounting standards in Malaysia, and in a manner consistent with the format of the financial statements and the accounting policies to be adopted by Paradigm REIT as set out in Section 4.4.4 "Material accounting policies" of this Prospectus.

INFORMATION SUMMARY (Cont'd)

In arriving at the Pro Forma Statement of Comprehensive Income, certain key adjustments and assumptions were made.

The pro forma financial information of Paradigm REIT presented below should be read in conjunction with Section 4.4 "Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Prospectus.

	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Total Revenue	161,631	190,175	218,741
Property Operating Expenses	(56,138)	(73,461)	(71,517)
NPI	105,493	116,714	147,224
Interest income	1,005	1,005	1,005
Changes in fair value of investment properties	-	-	-
Net investment income	106,498	117,719	148,229
Non-property expenses	(12,298)	(12,686)	(13,656)
Finance costs	(37,424)	(36,600)	(36,896)
Profit before taxation	56,776	68,433	97,677
Taxation	-	-	-
Net profit for the financial years, representing total comprehensive income for the financial years attributable to Unitholders	56,776	68,433	97,677
Add: Non-cash items ⁽¹⁾	1,042	1,592	1,721
Distributable Income	57,818	70,025	99,398

Note:

- (1) *Non-cash items comprise the Management Fees payable in Units, straight-lining adjustments of rent-free period, staggered rent, rental rebates and fit-out contribution over the lease term in accordance with MFRS 16: Leases ("MFRS 16"), reversal of and allowance for expected credit losses ("ECLs"), unwinding of discount on tenants' deposits payable and gain or loss on disposal of property, plant and equipment.*

(J) PROFIT FORECAST

The following is an extract from Section 4.5 "Profit Forecast" of this Prospectus.

Statements contained in this "Profit Forecast" Section that are not historical facts may be forward-looking statements. Such statements are based on the assumptions set forth in this Section of this Prospectus and are subject to certain risks and uncertainties which could cause actual results to differ materially from those estimates. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction by any of Paradigm REIT, the Manager, the Sponsor, the Vendors, the Trustee, the Principal Adviser, the Joint Bookrunners, the Joint Underwriters or any other person that the underlying assumptions will materialise, or that these results will be achieved or are likely to be achieved. See the Section on "Forward-looking Statements" and Section 5 "Risk Factors" of this Prospectus for further details. Investors in the Units are cautioned not to place undue reliance on these forward-looking statements which are made only as at the date of this Prospectus.

None of Paradigm REIT, the Manager, the Sponsor, the Vendors, the Trustee, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters guarantees the performance of Paradigm REIT, the repayment of capital or the payment of any distributions, or any particular return on the Units. The forecast yield stated in the following table is calculated based on the Retail Price of RM1.00 per Unit.

Such yields will vary accordingly based on the actual Listing Date, or for investors who purchase Units at a price that differs from the Retail Price.

Investors are cautioned that rental yield on the Subject Properties to be held by Paradigm REIT is not equivalent to the yield of the Units. Investors are cautioned that they will not get the full amount of the distribution per Unit as illustrated in the Profit Forecast. Current rental receipts and yields may not be sustained. The values of the Subject Properties may rise as well as fall.

The following table shows Paradigm REIT's Profit Forecast for the Forecast Period 2025. The financial year end of Paradigm REIT is 31 December. The Profit Forecast has been prepared assuming that the first financial period is the financial period ending 31 December 2025 and the date of establishment of Paradigm REIT of 13 March 2025 and that the Acquisitions had been completed on 13 March 2025. The actual NPI for the financial period ending 31 December 2025 and the resultant distribution yield would be dependent on the rentals of the Subject Properties accruing to Paradigm REIT effective from the Listing Date. The Profit Forecast is based on the assumptions set out below and have been examined by the Reporting Accountants and should be read together with the "Reporting Accountants' Letter on the Profit Forecast" set out in Appendix E of this Prospectus, as well as the assumptions set out in this Section of this Prospectus.

Profit Forecast

	Forecast Period 2025 (RM'000)
Total revenue ⁽¹⁾	187,464
Property Operating Expenses	(57,863)
Other income	344
NPI	129,945
Interest income	809
Change in fair value of investment properties	-
Net investment income	130,754
Non-property expenses	(11,147)
Finance costs	(30,295)
Profit before taxation	89,312
Taxation	-
Net profit for the financial period, representing total comprehensive income for the financial period attributable to Unitholders	89,312
Non-cash items	3,130
Distributable Income	92,442
Number of Units in issue ('000) ⁽²⁾	1,602,470
Distribution rate (%)	100
Distribution cover (times)	1.00
DPU (sen)	5.77 ⁽⁴⁾
Retail Price (RM/Unit)	1.00
Distribution yield on Retail Price (%)⁽³⁾	5.77⁽⁴⁾

Notes:

- (1) *Comprises Rental Income, car park income and advertising and promotional income earned from the Subject Properties.*
- (2) *Total number of Units in issue includes the assumed Units issued to the Manager (as stated in Section 4.5.3.8 "Non-cash items" of this Prospectus) at an assumed issue price of RM1.00 per Unit.*
- (3) *Distribution yield is calculated based on the assumption that the Listing Date is on 13 March 2025 and issue price per Unit is RM1.00. The distribution yield will vary accordingly based on the actual Listing Date and issue price per Unit.*
- (4) *Annualised DPU and distribution yield on the Retail Price are 7.16 sen and 7.16% respectively. Annualised DPU is calculated by multiplying the DPU for the 294-days Forecast Period 2025 of 5.77 sen by a factor of 365 / 294.*

(K) RISK FACTORS

An investment in the Units involves risk. A summary of the risks associated with an investment in the Units is set out below. Please refer to Section 5 "Risk Factors" of this Prospectus for further details of the risk factors. Investor should read and understand all the risk factors before making a decision to invest in the Units.

Risks relating to the Subject Properties

- (i) A substantial number of the tenancies and the master lease to AEON expire in certain years.
- (ii) The Subject Properties may face increasing competition from other retail properties.
- (iii) The loss of key tenants or a significant number of tenants in the Subject Properties, a downturn in the businesses of the Subject Properties' key tenants and/or any breach by the key tenants of their obligations under their tenancy agreements may have a material adverse effect on the financial condition and results of operations of Paradigm REIT.
- (iv) The Subject Properties may require significant capital expenditure beyond the Manager's current estimate and Paradigm REIT may not be able to secure funding.
- (v) Renovations, asset enhancement works and physical damage to the Subject Properties may disrupt the business and operations of the Subject Properties and collection of Paradigm REIT's Gross Rental Income and result in an adverse impact on the financial condition of Paradigm REIT.
- (vi) The Subject Properties might be adversely affected if the Manager and the Property Manager do not provide adequate management and maintenance.
- (vii) Paradigm REIT may suffer material losses in excess of insurance proceeds or Paradigm REIT may not put in place or maintain adequate insurance in relation to the Subject Properties and its potential liabilities to third parties.
- (viii) The due diligence on the Subject Properties may not have identified all material defects, breaches of laws and regulations and other deficiencies.
- (ix) The Appraised Values of the Subject Properties are based on various assumptions which may or may not materialise and the price at which Paradigm REIT is able to sell the Subject Properties in the future may be lower than the acquisition value of the Subject Properties.

- (x) Paradigm REIT is dependent on third parties for certain services.
- (xi) Non-registration of discharges of charge for the Subject Properties.
- (xii) Registration of transfer of the Subject Properties may be delayed or may not take place at all.
- (xiii) Completion of the SPAs and assignments or transfers of certain contracts or licences may not occur.
- (xiv) There can be no assurance that the Subject Properties will be able to maintain rental rates at prevailing market rates.
- (xv) Recurring traffic congestion in prime areas and transportation infrastructure near the Subject Properties may not be implemented as planned, or may be redirected, relocated, terminated, delayed or not completed and may affect overall accessibility to the relevant Subject Properties.
- (xvi) Paradigm REIT may be subject to legal proceedings.
- (xvii) The Subject Properties or any part of them may be acquired compulsorily.

Risks relating to Paradigm REIT's operation

- (i) Paradigm REIT is exposed to economic, real estate market conditions (including uncertainties and instability in global market conditions and increased competition in the retail property market) and political risks in Malaysia.
- (ii) The Total Revenue earned from, and the value of, the Subject Properties may be adversely affected by a number of factors.
- (iii) Operating risks inherent to the retail property industry and increases in operating and other expenses of the Subject Properties may have an adverse effect on Paradigm REIT's financial condition and results of operations.
- (iv) Paradigm REIT is subject to risks inherent in concentrating investments in retail properties in a single country.
- (v) The amount Paradigm REIT may borrow is limited, which may affect the operations and expansion of Paradigm REIT.
- (vi) Changes in consumer behaviour patterns in Malaysia may adversely affect Paradigm REIT.
- (vii) Paradigm REIT may face risks associated with debt financing and existing and future debt facilities and debt covenants may limit or affect Paradigm REIT's operations.
- (viii) The Manager may not be able to successfully implement its investment strategies, including asset enhancements, for Paradigm REIT and future acquisitions may not yield the returns expected, may result in disruptions to Paradigm REIT's business, may strain management resources and may result in the dilution of holdings.
- (ix) Paradigm REIT may not meet the requirements to enjoy tax exemptions under Section 61A of the Income Tax Act by virtue of, among others, tax adjustments which could affect the requirement of 90.0% distribution of taxable income or changes in tax laws which may affect Paradigm REIT and/or the Unitholders.

- (x) Paradigm REIT depends on certain key personnel and the loss of any key personnel may adversely affect its operations.
- (xi) Paradigm REIT may be adversely affected by the illiquidity of real estate investments and the lack of alternative uses and may be exposed to a higher level of risk compared to other types of unit trusts that have a more diverse range of investments.
- (xii) A change of investment strategies may adversely affect Unitholders' investments in Paradigm REIT.
- (xiii) Potential conflicts of interest among Paradigm REIT, the Manager and the Sponsor or its subsidiaries may result in corporate actions and business decisions that are not in the Unitholders' best interest.
- (xiv) Potential conflicts of interest among common major unitholder/shareholder and common directors of WCTH and Pavilion REIT.
- (xv) Potential conflicts of interest relating to the acquisition of properties from the Sponsor.
- (xvi) Occurrence of any acts of God, war and terrorist attack may adversely and materially affect the business and operations of the Subject Properties.
- (xvii) Impact of disease outbreaks to Paradigm REIT's business, financial condition and results of operations.
- (xviii) Paradigm REIT relies on information technology in its operations, and any material failure, inadequacy, interruption or security failure of that technology could harm its business.
- (xix) Third parties may be unable to recover under claims brought against the Manager as the Manager is not an entity with significant assets.

Risks relating to an investment in the Units

- (i) The actual performance of Paradigm REIT and the Subject Properties could differ materially from the forward-looking statements in the Prospectus.
- (ii) Paradigm REIT's Pro Forma Statement of Financial Position and Pro Forma Statement of Comprehensive Income included in the Prospectus may not reflect the actual financial position and results.
- (iii) Paradigm REIT may not be able to make distributions to Unitholders or the level of distributions may fall.
- (iv) The NAV per Unit may be diluted if further issues are priced below the then current NAV per Unit.
- (v) Unitholders who do not or are not able to participate in future equity financing by Paradigm REIT will experience a dilution of their interest in Paradigm REIT.
- (vi) The price of the Units may decline after the Listing.
- (vii) Volatility in market and economic conditions may affect the price and demand for the Units.
- (viii) Property yield on Real Estate to be held by Paradigm REIT is not equivalent to distribution yield on the Units.

INFORMATION SUMMARY (Cont'd)

- (ix) The laws, regulations and accounting standards in Malaysia may change, including the introduction of new or revised legislation, regulations, guidelines or directives affecting REITs.
- (x) The RM may be subject to exchange controls.
- (xi) Foreign investment in Malaysian assets may be subject to further controls.
- (xii) No right for Unitholders to request for redemption of their Units.
- (xiii) The Units have never been publicly traded such that the listing of the Units on the Main Market may not result in an active or liquid market for the Units.
- (xiv) Failure in the Listing may result in refund monies without interest.
- (xv) There can be no assurance that the Units will remain listed on Bursa Securities and/or not be suspended from trading.

(L) FEES AND CHARGES

There are fees and charges involved and investors are advised to consider them before investing in Paradigm REIT.

The following is a summary of the amount of certain fees and charges payable by the Unitholders in connection with the purchase, sale and holding of their investments in Paradigm REIT or trading of the Units (so long as the Units are listed):

Payable by the Unitholders directly		Amount payable
(a)	Bursa Securities clearing fee	0.03% of the transaction value, subject to a maximum of RM1,000.00 per transaction
(b)	Brokerage	A percentage of the transaction value prescribed by or negotiated with the ADAs, subject to a minimum of RM40.00 per transaction save for (i) online routed retail transactions, (ii) transactions executed in less than a board lot, and (iii) transactions paid with cash up front, for which the minimum brokerage fees are fully negotiable
(c)	Stamp duty	RM1.00 for every RM1,000.00 or fractional part of the transaction value, subject to a maximum of RM200.00 per transaction

The above rates may be subject to changes by the relevant parties. Further information on the charges you may incur from the trading of Units on Bursa Securities may be found on Bursa Securities' website at www.bursamalaysia.com.

INFORMATION SUMMARY (Cont'd)

The following is a summary of certain fees and charges payable by Paradigm REIT in connection with the establishment and on-going management and operation of Paradigm REIT:

Payable by Paradigm REIT	Amount payable
(a) Management Fees (payable to the Manager)	<p>The Manager may elect to receive the Management Fees in cash or new Units or a combination of cash and new Units (as it may in its sole discretion determine). The Manager is entitled under the Deed to the following Management Fees (exclusive of service tax, if any):</p> <p>(i) Base Fee</p> <p>up to 1% per annum of the Total Asset Value of Paradigm REIT (excluding cash and bank balances which are held in non-interest bearing accounts).</p> <p>For the avoidance of doubt, where an investment is held through one or more SPVs, the Total Asset Value shall include the value of all the assets of the relevant SPV, prorated to the proportion of Paradigm REIT's interest in the said SPV, if applicable.</p> <p>(ii) Performance Fee</p> <p>up to 5% per annum of the NPI</p> <p>(iii) Acquisition Fee</p> <p>1% of the acquisition price of each of the following as is applicable (subject to there being no double-counting):</p> <p>(a) in relation to an acquisition (whether directly or indirectly through the Trustee or one or more SPVs of Paradigm REIT) of any Real Estate, the transaction value of any Real Estate purchased by Paradigm REIT or its SPV (pro-rated to the proportion Paradigm REIT's interest, if applicable); or</p>

Payable by Paradigm REIT	Amount payable
	<p>(b) in relation to an acquisition (whether directly or indirectly through the Trustee or one or more SPV of Paradigm REIT) of any SPV or holding entities which holds Real Estate, the underlying value of any Real Estate as assessed in a valuation report by a qualified valuer pursuant to the Deed ("Underlying Value") (pro-rated to the proportion Paradigm REIT's interest, if applicable).</p>
	<p>For the avoidance of doubt, no Acquisition Fee is payable with respect to the Acquisition of the Subject Properties in connection with the Listing, but Acquisition Fee is payable with respect to all other transactions (including related party transactions and non-related party transactions and acquisitions from the WCTH Group subsequently).</p>
	<p>(iv) Divestment Fee</p>
	<p>0.5% of the each of the following as is applicable (subject to there being no double-counting):</p>
	<p>(a) in relation to a disposal (whether directly or indirectly through the Trustee or one or more SPVs of Paradigm REIT) of any Real Estate, the transaction value of any Real Estate disposed by Paradigm REIT or its SPV (pro-rated to the proportion Paradigm REIT's interest, if applicable); or</p>
	<p>(b) in relation to a disposal (whether directly or indirectly through the Trustee or one or more SPVs of Paradigm REIT) of any SPV or holding entities which holds Real Estate, the Underlying Value of any Real Estate (pro-rated to the proportion Paradigm REIT's interest, if applicable).</p>
	<p>For the avoidance of doubt, the Divestment Fee is payable with respect to all other transactions (including related party transactions and non-related party transactions and divestments to WCTH Group), as well as for compulsory acquisitions.</p>

INFORMATION SUMMARY (Cont'd)

Payable by Paradigm REIT	Amount payable
	<p>For the FYE 2025, Paradigm REIT intends to charge a base fee of 0.3% per annum of the Total Asset Value of Paradigm REIT and a performance fee of 3.0% per annum of the NPI.</p>
(b) Trustee's fee (payable to the Trustee)	<p>In accordance with the Deed, Paradigm REIT will pay the Trustee an annual trusteeship fee of up to 0.03% per annum of the NAV of Paradigm REIT (excluding service tax), is to be paid to the Trustee. Other than this, there will be no payment due to the Trustee by way of remuneration for its services upon the subscription for or sale of a Unit and upon any distributions of income and capital or otherwise under the Deed.</p>
(c) Property management fee (payable to the Property Manager)	<p>The Property Manager is entitled to receive RM25,000.00 (excluding any applicable tax) per month (equivalent to RM300,000.00 (excluding any applicable tax) per annum) for the management and operation of the Subject Properties. In addition, the Property Manager is also entitled to full reimbursement of costs and expenses properly incurred in the operation, maintenance, management and marketing of the Subject Properties in accordance with the terms and conditions of the Property Management Agreement.</p>
(d) Other trust expenses	<p>These include:</p> <ul style="list-style-type: none"> (i) auditor's fee; (ii) tax agent fees; (iii) valuation fee; (iv) secretarial fee; (v) professional fee; (vi) market research fees; (vii) annual listing fee; (viii) printing, posting and general expenses that are directly related to and necessary for the administration of Paradigm REIT; and (ix) all other expenses related to Paradigm REIT as provided for in the Deed.

For further details of the fees and charges, please refer to Section 3.10 "Brokerage, Underwriting Commission, Placement Fee and Other Fees and Charges", Section 6.6 "Management Fees", Section 8.5 "Trustee's Fee" and Section 9.5 "Property Management Fee" of this Prospectus.

1. DETAILED INFORMATION ON PARADIGM REIT

1.1 OVERVIEW OF PARADIGM REIT

1.1.1 Investment Policy

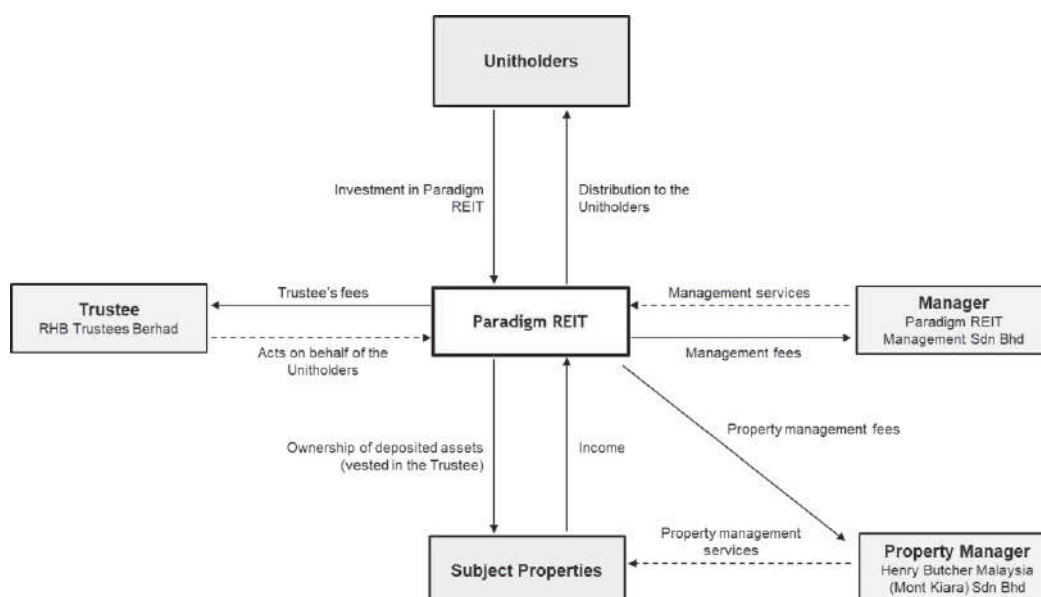
Paradigm REIT is a REIT established with the principal investment policy of investing, directly and indirectly in a diversified portfolio of income producing Real Estate Assets used for retail, commercial, office, industrial and hospitality purposes and such other Non-Real Estate Assets. Paradigm REIT may also invest in other investments as permissible in the REIT Guidelines or as otherwise permitted by the SC. Unless otherwise provided by the Applicable Laws and Requirements, any material change in the investment policy of Paradigm REIT, must be approved by the Unitholders by way of a resolution of not less than two-thirds of the Unitholders voting at the Unitholders' meeting duly convened and held in accordance with the Deed.

1.1.2 Investment Objective

The objective of Paradigm REIT is to provide the Unitholders with an exposure to a diversified portfolio of Authorised Investments that will provide regular and stable cash distributions with the potential for long-term growth in the NAV per Unit, while maintaining an appropriate capital structure. Any material change to the objective of Paradigm REIT must be subject to the Unitholders' approval of not less than two-thirds of the Unitholders voting at the Unitholders' meeting duly convened and held in accordance with the Deed, or such other voting requirement as may be required under the CMSA and/or the REIT Guidelines from time to time.

1.2 STRUCTURE OF PARADIGM REIT

The following diagram illustrates the structure of Paradigm REIT and indicates the relationship between Paradigm REIT, the Manager, the Trustee, the Property Manager and the Unitholders.



1.3 STRATEGIES

For the first 5 years after the Listing, the Manager intends to achieve the investment objectives through the implementation of the following strategies:

- (i) **Proactive and effective asset management strategy** – The Manager will seek organic growth of its property portfolio, by working closely with the Property Manager, to maintain high occupancy rates, achieve stable rental growth and maximise investment returns and lettable area;

1. DETAILED INFORMATION ON PARADIGM REIT (Cont'd)

- (ii) **Acquisition growth strategy** – The Manager will actively seek out properties that can generate stable cash flows, providing consistent income for the Unitholders within Malaysia. While Paradigm REIT will primarily focus on established and mature markets with proven rental track records, it will also consider emerging market with growth potential. Furthermore, the Manager will prioritise assets with potential for long-term capital appreciation to enhance the overall value of Paradigm REIT; and
- (iii) **Capital and risk management strategy** – The Manager aims to optimise Paradigm REIT's capital structure and cost of capital within the financing limits set out in the REIT Guidelines and intends to use a combination of debt and equity financing to fund future acquisitions and capital expenditure.

1.3.1 Proactive and Effective Asset Management Strategy

The Manager will work closely with the Property Manager to proactively manage the Subject Properties so as to maintain high occupancy rates and achieve stable rental growth. Paradigm REIT will benefit from the Sponsor's experience and track record in asset management and asset enhancement.

To achieve this, the Manager, working closely with the Property Manager, will focus on:

- (i) **Interactive and unique advertising and promotion campaigns to continue to drive higher shopper traffic and sales**

As each Subject Property serves its surrounding communities with their own distinct characteristics and socio-economic environment, the Manager will actively monitor and research relevant market trends to implement measures to ensure that the tenant profile and trade mix within each Subject Property are optimised on an ongoing basis with the objective to drive shopper traffic and sales. Higher traffic and sales will help drive demand for lettable area from existing and potential new tenants, thus resulting in higher rental rates and continued high occupancy rates. The initiatives for continual improvement of shopper traffic and sales include, among others:

- (a) performing periodic studies of the consumers within the Subject Properties' surrounding area which involve examining the demographics and consumer trends within a 1 to 5 kilometres radius of the Subject Properties;
- (b) conducting periodic studies and analysis of traffic footfall reports, competitive reviews of rival shopping centres and third-party market research on consumer trends, as they relate to the market position of the Subject Properties;
- (c) identifying the potential tenants with an established presence within neighbourhood communities and other established malls;
- (d) engaging in continuous improvement of the tenant and zoning mix within the Subject Properties;
- (e) searching for new tenants from sectors currently under-represented in the Subject Properties to achieve an optimal tenant mix;
- (f) continuing to seek out promotional partnership as a further incentive in attracting domestic and international shopper to the Subject Properties. This may include partnerships with strategic partners in the banking, airline, hospitality, e-wallet and credit card partnerships, MICE (meetings, incentives, conventions and exhibitions) and other industries in order to explore cross marketing opportunities;

1. DETAILED INFORMATION ON PARADIGM REIT (Cont'd)

- (g) repositioning the Subject Properties as preferred destination for events such as cultural festivals, product launches, community events and more;
- (h) advertising both domestically and abroad in order to further develop the Subject Properties as a key shopping destination for residents within the Subject Properties' surrounding area and, to an extent, tourist;
- (i) organising unique events in the malls to attract shoppers traffic and sales; and
- (j) proactive tenant management, including regular interaction and understanding of the tenant businesses, to identify and replace struggling tenants with thriving retailers, thereby mitigating landlord risk and maximising gross turnover.

(ii) Actively identify potential asset enhancement initiatives for higher returns and improved facilities:

The Manager will continue to improve revenue and seek to enhance the value of its property portfolio by adopting a policy of continuous improvement in the Subject Properties and actively assess opportunities for assets enhancement which may range from rehabilitation (restoration to original state) to refurbishment (modernisation or reconfiguration to original plan). The initiatives for continual assets enhancement include, among others:

- (a) actively configuring the layout to improve the efficiency of the lettable area as tenancies expire in order to create new shopping experiences and increase rental rates;
- (b) reconfiguring unproductive space to improve leasing potential where there is demand for such space by existing and/or new tenants;
- (c) reconfiguring unproductive space into effective advertising platform, including digital billboards or static displays;
- (d) converting selected areas not currently leased out or selected ancillary area to increase lettable area;
- (e) improving exterior signage, lighting, restroom facilities and other physical aspects of the Subject Properties in order to continually enhance their overall aesthetics;
- (f) increasing retail space and retail offerings by creating new retail units and kiosks in common areas; and
- (g) working closely with local council to improve surrounding infrastructure attached to the Subject Properties and amenities in order to ease shopper access and provide greater shopper satisfaction.

(iii) An aggressive and active leasing strategy

The Manager will continue to improve rental rates while maintaining high occupancy rates by working closely with the Property Manager to provide a more experiential experience for the customers. The initiatives include, among others:

- (a) actively targeting new tenants for the Subject Properties to improve the tenant mix to reduce the impact to economic cycles on overall rental income, to manage specific business sector risks and to capture a larger group of patrons as appropriate for the Subject Properties in question;

1. DETAILED INFORMATION ON PARADIGM REIT *(Cont'd)*

- (b) regular review of rental rates against market rates for possible upward adjustments, in accordance with the provisions of the lease agreements;
- (c) prioritise the incorporation of contractual periodic rental step-up provisions during lease agreement negotiations to secure positive rental reversion as an additional source of income growth;
- (d) continue to negotiate for higher percentage rent provisions during lease agreement negotiations (typically fixing a percentage of a tenant's periodic sales turnover with a specified sales threshold known as the break-even point). This will result in higher rental;
- (e) early engagement in renewal negotiations with tenants whose leases are approaching expiry to minimise vacancy rates;
- (f) actively marketing current and impending vacancies to secure new tenants and minimise vacant periods; and
- (g) actively monitoring tenant viability and tenants' rental arrears as well as conducting due diligence on prospective tenants to minimise the risk of late payments and rental defaults.

(iv) Quality services to tenants and strong tenant relationship

The Manager will continue providing the quality services to maintain its strong relationship with the tenants to encourage tenant retention, reduce vacancy levels and minimising the impact to revenue from tenant turnover. The initiatives to deliver quality services to tenants to maintain strong tenant relationship include, among others:

- (a) maintaining a high level of tenant satisfaction by anticipating and proactively responding to tenants' requests and tailoring tenanted solutions to meet tenants' requirements;
- (b) cross sharing of successful retail initiatives between the various Subject Properties for the benefit of tenants, indirectly improving the tenants' business to encourage tenant retention;
- (c) reviewing facility management services on an ongoing basis to ensure service standards are met;
- (d) adopting cost effective facility management strategies to reduce operating expenses adopting a preventive maintenance approach to identify potential issues early and minimise costly repairs;
- (e) providing additional value-added services to promote tenants' interests and ultimately the Subject Properties, over the long term. These tenant support services include but are not necessarily limited to visual merchandising, store design and layout training, education on service standards and display techniques or advertising;
- (f) proactively engaging with and facilitating relocation or expansion of tenants according to their operational requirements;
- (g) improving the customer traffic distribution throughout the property or sector re-zoning to increase the trade segment appeal within the Subject Properties;

1. DETAILED INFORMATION ON PARADIGM REIT (Cont'd)

- (h) leveraging on the WCTH Group's goodwill with the tenants of the Subject Properties to maximise retention and to leverage on the WCTH Group's customer network for potential tenants; and
- (i) assisting smaller or local retailers with their fit-out design, visual merchandising and also menu or product mix cum pricing.

(v) Stringent budgetary controls

The Manager will seek to maximise returns to the Unitholders through, among others:

- (a) regularly exploring opportunities to minimise operating expenses through improved operational efficiencies without compromising on the quality of services and facilities provided;
- (b) actively adjusting property management costs and other outgoings based on competitive market benchmarks;
- (c) preparing comprehensive annual budgets, which will be complemented by monthly reviews to detect any deviation; and
- (d) implementing stringent cost control management systems and strictly adhering to the budgetary plans and strategies.

1.3.2 Acquisition Growth Strategy

Paradigm REIT will have an initial portfolio immediately upon Listing within Klang Valley and Johor Bahru that aligns with the investment objective. The Manager will actively seek out properties that can generate stable cash flows, providing consistent income for the Unitholders within Malaysia. While Paradigm REIT will primarily focus on established and mature markets with proven rental track records, it will also consider emerging markets with growth potential. Furthermore, the Manager will prioritise assets with potential for long-term capital appreciation to enhance the overall value of Paradigm REIT.

The Manager will prioritise properties located in urban and suburban areas with good accessibility and a strong demand for commercial and retail space. Key considerations will include proximity to transportation hubs, residential areas and employment centres.

In evaluating future acquisition opportunities, the Manager will be sourcing for properties that will be beneficial for Paradigm REIT by undertaking acquisitions of assets that are potentially yield accretive and with potential for improvement, such that the Unitholders are able to enjoy higher distribution per Unit in future if such acquisition opportunities are realised.

The Manager will diversify Paradigm REIT's portfolio across various regions in Malaysia. This strategy aims to reduce exposure to economic fluctuations in any specific area and enhance Paradigm REIT's overall resilience. Additionally, the Manager will seek to balance the portfolio by location and tenant profile, ensuring a diverse mix of high-quality properties and tenants.

(i) Investment criteria

In evaluating acquisition opportunities for Paradigm REIT, the Manager will consider the following key investment criteria:

- (a) **Yield accretion** – The Manager will seek to acquire potentially yield accretive income-producing properties that will enhance the distribution and yield to the Unitholders as well as bring potential growth to Paradigm REIT.

1. DETAILED INFORMATION ON PARADIGM REIT (Cont'd)

- (b) **Quality of existing tenants** – The Manager will seek out properties with existing tenancies from tenants with good financial standing and credit quality to maximise tenant retention rate and minimise rental delinquency and turnover. A key consideration will be the impact of an acquisition on Paradigm REIT's overall tenant portfolio and tenancy expiry profile.
- (c) **Location** – Properties should be located in prime locations and the Manager will evaluate properties in terms of accessibility and proximity to major roads and public transportation, the immediate and surrounding catchment areas and competition.
- (d) **Capital appreciation** – The Manager will seek to acquire quality Real Estate with potential for market value appreciation.
- (e) **Value adding opportunities and asset enhancement potential** – The Manager will seek to acquire properties with potential opportunities to increase rental rates, occupancy rates and enhance value through proactive property management, including but not limited to, asset enhancement initiatives, renovations or refurbishments.
- (f) **Building design and specifications** – Potential properties for acquisition should have good quality specifications which are in compliance with building and zoning regulations. At the same time, the design should, as much as possible, be versatile such that it would appeal to as many potential tenants as possible. The age and condition of the building will also be considered, taking into account any assessment, if necessary, by independent experts relating to repairs, maintenance and capital expenditure requirements in the short to medium-term.
- (g) **Branding and image** – The Manager will consider the alignment of the potential property's image and branding with Paradigm REIT's overall portfolio. Properties that enhance Paradigm REIT's brand identity and market perception will be prioritised.

Any acquisitions of future properties will be made in compliance with the Deed, the REIT Guidelines and any other relevant guidelines, taking into consideration the current maximum permissible debt level of 50% of the Total Asset Value of Paradigm REIT at the time any borrowing is incurred.

(ii) Acquisition opportunities from the WCTH Group

After the Listing, the Manager will leverage on the WCTH Group's pipeline of property development projects to source for high quality real estates.

With effect from the date of completion of the Acquisitions as contemplated under the SPAs, the Sponsor agrees to grant a ROFR to the Trustee (on behalf of Paradigm REIT) to purchase any Relevant Assets in the event that the Sponsor or a WCTH Entity intends for any reason whatsoever to sell/dispose the Relevant Assets or any part(s) thereof; or the Sponsor or a WCTH Entity receives any offer from a third party to purchase any part of the Relevant Assets which the Sponsor or a WCTH Entity is willing to consider.

The ROFR provides Paradigm REIT with access to future acquisition opportunities of properties which the WCTH Group has direct control over and developed by them. The ROFR is expected to increase the pipeline of assets for Paradigm REIT.

The ROFR provides Paradigm REIT the right but not the obligation to acquire the Relevant Assets.

1. DETAILED INFORMATION ON PARADIGM REIT (Cont'd)

Please refer to Section 14.4 “Salient Terms of the ROFR” of this Prospectus for the salient terms of the ROFR.

1.3.3 Capital and Risk Management Strategy

The Manager aims to optimise Paradigm REIT’s capital structure and cost of capital within the financing limits set out in the REIT Guidelines and intends to use a combination of debt and equity financing to fund future acquisitions and capital expenditure, determined based on the following strategies:

- (i) securing the most favourable terms of funding while maintaining an appropriate gearing level;
- (ii) maintaining a reasonable level of loan service capability by ensuring that cash inflows from tenants match the outflows arising from financial obligations;
- (iii) diversifying sources of debt funding and actively managing the range of debt maturities to reduce refinancing risks and optimise the cost of capital;
- (iv) proactively managing risks associated with refinancing and changes in financing rates; and
- (v) where appropriate, implementing hedging strategies to minimise the exposures arising from adverse market financing rates and foreign exchange exposure.

1.4 AUTHORISED INVESTMENTS AND INVESTMENT LIMITS

The Authorised Investments of Paradigm REIT are as follows:

- (i) Real Estate Assets;
- (ii) Non-Real Estate Assets;
- (iii) cash, deposits and money market instruments; and
- (iv) any other investment not specified in paragraphs (i) to (iii) above but specified as a permissible investment in the REIT Guidelines or as otherwise permitted by the SC.

For the avoidance of doubt, the Manager may use financial derivatives including but not limited to entering into futures, forwards, options and swaps contracts for the purpose of hedging the risk exposure of Paradigm REIT.

Paradigm REIT’s investments are subject to the following investment limits as prescribed in the REIT Guidelines:

- (i) at least 75% of the Total Asset Value of Paradigm REIT must be invested in Real Estate Assets that generate recurrent rental income at all times;
- (ii) the aggregate investments in property development activities (property development costs) and Real Estate under construction must not exceed 15% of the Total Asset Value of Paradigm REIT; and
- (iii) investments in Non-Real Estate Assets are subject to the following investment limits and restrictions:
 - (a) the securities must be traded in or under the rules of an eligible market, except for unlisted debt securities or sukuk;

1. DETAILED INFORMATION ON PARADIGM REIT (Cont'd)

- (b) the value of Paradigm REIT's investments in securities issued by any single issuer must not exceed 5% of the Total Asset Value of Paradigm REIT;
- (c) the value of Paradigm REIT's investments in securities issued by any group of companies must not exceed 10% of the Total Asset Value of Paradigm REIT;
- (d) Paradigm REIT's investments in any class of securities must not exceed 10% of the securities issued by any single issuer; and
- (e) such other requirements as may be imposed under the REIT Guidelines and the CMSA.

1.5 INVESTORS' PROFILE

Paradigm REIT may appeal to an investor with long-term investment objectives who seeks regular and stable income distribution and long-term capital appreciation, and who understands the risks related to the real estate industry and REITs.

1.6 PERFORMANCE BENCHMARK

The following performance indicators can be considered in reviewing the performance of Paradigm REIT:

(i) Distribution yield

The ratio of the distribution paid to the Unitholders from Paradigm REIT's Distributable Income to the market price of the Units.

(ii) NAV

NAV represents the Total Asset Value after subtracting all of Paradigm REIT's liabilities and obligations.

(iii) Total return

The change in market price of the Units over a period of time plus any distributions received during the relevant period.

The performance indicators will be used to benchmark Paradigm REIT against its peers as well as against its own historical performance, where applicable.

1.7 DISTRIBUTION POLICY

The Deed provides that the Manager shall, with the approval of the Trustee, for each Distribution Period, distribute all (or such lower percentage as determined by the Manager in its absolute discretion) of the Distributable Income of Paradigm REIT. It is the intention of the Manager to distribute at least 90% of Paradigm REIT's Distributable Income on a half yearly basis or such other intervals as the Manager may determine at its absolute discretion.

Half yearly basis refers to each consecutive 6-month period commencing on and ending on the following dates (all dates inclusive) in each financial year during the continuance of Paradigm REIT or such other interval as the Manager may determine in accordance with the Deed:

- (i) 1 January to 30 June; and
- (ii) 1 July to 31 December.

1. DETAILED INFORMATION ON PARADIGM REIT (Cont'd)

For the period from the Listing Date to 31 December 2025, Paradigm REIT will distribute at least 90% of its Distributable Income. The first distribution in respect of the period from the indicative Listing Date of 10 June 2025 to 31 December 2025, being the first full 6-month period, will be paid by the Manager within 2 months from 31 December 2025.

The actual proportion of Distributable Income to be distributed to the Unitholders beyond the FYE 2025, which shall be at the absolute discretion of the Manager, may be greater than 90% of its Distributable Income to the extent that the Manager believes it is appropriate, having regard to Paradigm REIT's funding requirements, other capital management considerations and the availability of funds. Distributions, when made, will be in RM.

1.8 VALUATION POLICY

Independent professional valuation will be obtained at least once every financial year in accordance with the REIT Guidelines or such other shorter interval as the Manager deems necessary and these valuations will be conducted on the bases and methods which are in accordance with the Asset Valuation Guidelines. The Manager has engaged the Independent Property Valuer to carry out valuation of the Subject Properties as at 18 June 2024 (in the case of Paradigm Mall PJ and Paradigm Mall JB) and 25 June 2024 (in the case of Bukit Tinggi Shopping Centre), with the update valuation as at 31 December 2024. The fair value of the Subject Properties as at 31 December 2024 is RM2,437.0 million.

The Manager has yet to decide on the exact date for the next valuation for the Subject Properties, but in any event, such valuation will be carried out on or before 31 December 2025 in accordance with Paradigm REIT's valuation policy.

Please refer to the valuation certificate set out in Appendix A "Valuation Certificates" of this Prospectus, which is to be read together with the full valuation reports for the Subject Properties. Copies of the full valuation reports will be available for inspection at the registered office of the Manager for a period of 12 months from the date of this Prospectus.

1.9 FINANCING LIMITATIONS AND GEARING POLICY

Paradigm REIT may obtain financing of up to 50% of the Total Asset Value of Paradigm REIT at the time the financing is incurred (or such other limit permitted by the REIT Guidelines from time to time).


Upon Listing, based on Paradigm REIT's Pro Forma Statement of Financial Position, Paradigm REIT will have a total indebtedness of approximately RM841.7 million representing approximately 34.0% of its estimated Total Asset Value of RM2,475.6 million.

Further details of Paradigm REIT's financing are set out in Section 3.8 "REIT Financing" of this Prospectus.

1. DETAILED INFORMATION ON PARADIGM REIT (Cont'd)

1.10 INTELLECTUAL PROPERTY

Upon the completion of the SPAs, WCTMM will assign and transfer the following trademarks in favour of the Trustee via a deed of assignment to be filed with the Register of Trademarks:

Trademark	Registration number	Class of Goods/Services	Status
	2011050809	Class 35 ⁽¹⁾	Registered Expiring on 14 April 2031
	2017059839	Class 36 ⁽²⁾	Registered Expiring on 30 May 2027

Notes:

- (1) Class 35: Business management and business administration; Commercial management; Business management and administration of real estate, residential, industrial and commercial properties, offices, business centers, departmental stores, shopping centers, retail and wholesale outlets, buildings and property developments; Organization of conventions, conferences and exhibitions for business and commercial purposes; Business management in relation to commercial property; The bringing together for the benefit of others, of a variety of goods, enabling customers to conveniently view and purchase those goods and services in departmental stores, shopping centers, retail and wholesale outlets; Business services relating to the operation and administration of shopping centres; Business management services relating to the operation of shopping centres; Business operation and administration of shopping centres; The bringing together for the benefit of others, of a variety of retail outlets; Compilation of business directories and business guides; Data processing; Compilation and provision of business data, database services for businesses, and data retrieval services, all for information, images, audio material and text; Direct mail advertising; Advertising services; Television advertising; Display services for merchandise; Window dressing; Publicity services; Preparation and issuing of publicity materials advertising and publicity services; Rental of advertising space; Marketing and promotional services; Public relations services, dissemination of advertising matter; Advertising services provided over the internet; Product marketing through computer networks; Organisation, operation and supervision of sales and promotional schemes (for others); Administration relating to sales methods; Organisation and management of incentive and sales promotion programmes (frequent buyer programmes); Sales promotion (for others); Sales promotion services; Sales promotion through customer loyalty programmes (for others); Sales promotion at point of purchase or sale (for others); Sales promotion by issuing redeemable coupons (for others); Organisation of business competitions; Preparation of reports; Information, advisory and consultancy services relating to the aforesaid; Business and market statistical information; Provision of information relating to trade development and business opportunity; All included in Class 35.
- (2) Class 36: Accommodation bureaux (apartments); Apartment house management; Real Estate Appraisal; Capital investments; Real estate agencies; Real estate management; Financial evaluation (insurance, banking, real estate); Housing agents; Leasing of real estate; Real estate brokers; Loans (financing); All included in Class 36.

1. DETAILED INFORMATION ON PARADIGM REIT *(Cont'd)*

Following the registration of the Trustee (on behalf of Paradigm REIT) as the registered proprietor of the trademarks with the Intellectual Property Corporation of Malaysia, the full benefits, property, right, interest, title and goodwill in and of the trademarks, including all common law rights connected therewith, shall vest in the Trustee (on behalf of Paradigm REIT).

The Trustee will then hold the trademarks and all rights and interests in relation thereto and pursuant to and arising from the deed of assignment on trust for Paradigm REIT and for the benefit of the holders of the Units in accordance with the terms and conditions of the Deed.

2. SUBJECT PROPERTIES

2.1 OVERVIEW OF THE SUBJECT PROPERTIES

Paradigm REIT's initial asset portfolio will, on the Listing Date, comprise the following 3 retail properties:

- (i) Bukit Tinggi Shopping Centre;
- (ii) Paradigm Mall PJ; and
- (iii) Paradigm Mall JB.

Bukit Tinggi Shopping Centre is a retail mall comprising 3 levels of retail area with a mezzanine floor and car park facilities at the surface, basement, elevated and rooftop level(s). Bukit Tinggi Shopping Centre opened in 2008 and is located at No. 1, Persiaran Batu Nilam 1/KS 6, Bandar Bukit Tinggi 2, 41200 Klang, Selangor. As at the LPD, Bukit Tinggi Shopping Centre has a total GLA of 1,000,950 sq ft.

Paradigm Mall PJ is a retail mall comprising 6 retail levels with a lower ground floor and 2 basement car park levels along with 2 retail levels sited below the existing Le Meridien Petaling Jaya and The Azure Residences. Paradigm Mall PJ opened in 2012 and is located at No. 1, Jalan SS7/26A, Kelana Jaya, 47301 Petaling Jaya, Selangor. As at the LPD, Paradigm Mall PJ has a total NLA of 680,048 sq ft.

Paradigm Mall JB is a retail mall comprising 6 retail levels with a mezzanine floor and a level of cinema and convention centre along with basement and elevated car park levels. Paradigm Mall JB opened in 2017 and is located at Lot 32665, Jalan Mewah Ria 2, Taman Bukit Mewah, 81200 Johor Bahru, Johor. As at the LPD, Paradigm Mall JB has a total NLA of 1,292,956 sq ft.

Location of the Subject Properties in Peninsular Malaysia



2. SUBJECT PROPERTIES (Cont'd)

Certain details of the Subject Properties are set out in the table below:

	Bukit Tinggi Shopping Centre	Paradigm Mall PJ	Paradigm Mall JB
Land area	106,400 square meters (equivalent to approximately 1,145,280 sq ft) ⁽¹⁾	56,570 square meters (equivalent to approximately 608,914 sq ft) ⁽²⁾	50,107 square meters (equivalent to approximately 539,347 sq ft) ⁽³⁾
Tenure	Interest in perpetuity	Leasehold interest, expiring on 9 February 2111	Interest in perpetuity
Land title particulars	Lot 186125 held under Title No. GRN 338914, Mukim and District of Klang, Selangor Darul Ehsan	Strata Title No(s). PN107088/M1-A/1/2 together with Accessory Parcel No(s). A4 – A22 (inclusive), A24 – A39 (inclusive), A42 – A44 (inclusive), A46, A553, A555 and A557 – A560 (inclusive); PN 107088/M1/B2/1 together with Accessory Parcel No. A23; and PN 107088/M1-B/3/5 together with Accessory Parcel No(s). A47 and A49, all sited on Parent Lot 72658 Seksyen 40, Town of Petaling Jaya, District of Petaling, Selangor Darul Ehsan	Strata Title No. Geran 413471/M1/B1/1 together with Accessory Parcel No(s). A1-A10 (inclusive), A12, A29, A33-A35 (inclusive), A47-A56 (inclusive), A62, A63, A65-A78 (inclusive), A84-A86 (inclusive), A89-A97 (inclusive), A103, A104, A107-A115 (inclusive), A121, A122, A125-A133 (inclusive), A139, A140, A143-A152 (inclusive), A158, A159, A162-A168 (inclusive), A171-A173 (inclusive), A217-A220 (inclusive), A319, A526-A529 (inclusive), A531, A532, A538-A540 (inclusive), A546, A552, A553, A555-A559 (inclusive), A574-A589 (inclusive), A591 and A596, sited on Parent Lot 32665, Mukim of Tebrau, District of Johor Bahru, Johor Darul Takzim
Share units of the parcel/ Total share units⁽⁴⁾	Not applicable	218,745 / 390,131	375,372 / 429,774
Encumbrances and other material endorsements	<ul style="list-style-type: none"> The land is charged to Malaysian Trustees Berhad vide presentation No. 001SC33606/2023, registered on 18 April 2023; and Lease granted in favour of AEON for a period of 6 years commencing from 24 November 2023 and expiring on 23 November 2029, vide presentation no. 00SC169448/2024, registered on 6 September 2024 (“AEON Lease”). 	<ul style="list-style-type: none"> Charged to Malaysian Trustees Berhad vide Presentation No. 00SC111888/2023 registered on 15 November 2023; in respect of Strata Title No(s). PN 107088/M1/B2/1 and PN 107088/M1-B/3/5; and Charged to Malaysian Trustees Berhad vide Presentation No. 002SC99428/2023 registered on 17 October 2023; in respect of Strata Title No. PN 107088/M1-A/1/2. 	<p>Charged to RHB Islamic Bank Berhad vide Presentation No. 15080/2025 registered on 21 February 2025.</p> <p>The above encumbrance will be discharged upon Listing.</p>

2. SUBJECT PROPERTIES (Cont'd)

	Bukit Tinggi Shopping Centre	Paradigm Mall PJ	Paradigm Mall JB
	Save for the AEON Lease which will be novated to the Trustee on behalf of Paradigm REIT, the above encumbrance will be discharged upon Listing.	The above encumbrances will be discharged upon Listing.	
Restrictions in interest	Nil	The land can be transferred, leased or charged upon obtaining the approval from the State Authority.	<ul style="list-style-type: none"> The owner of the land is not allowed to sell the parcels to be built on the land, unless the building is built in accordance with the building plans approved by the relevant local authorities. Once the ownership of the land is subdivided and transferred to a Bumiputera or Bumiputera company, the land cannot be sold, leased, charged or transferred in any manner to a non-Bumiputera or non-Bumiputera company without the prior approval of the State Authority.
Express conditions	Commercial building	Commercial	<ul style="list-style-type: none"> The land is only allowed to be used for hotels, service apartments and permanent retail complexes based on the building plan approved by the relevant local authorities. All dirt and pollution resulting from the activities must be channelled to the locations as may be determined by the relevant local authorities. All policies and conditions established and enforced by the relevant authorities from time to time must be complied with.
Existing use	Retail complex	Retail complex	Retail complex
Category of land use	Building	Building ⁽²⁾	Building ⁽³⁾
Type	Retail	Retail	Retail

2. SUBJECT PROPERTIES (Cont'd)

	Bukit Tinggi Shopping Centre	Paradigm Mall PJ	Paradigm Mall JB
Age of Subject Property as at 31 March 2025	Approximately 16 years	Approximately 12 years	Approximately 7 years
Total Revenue (RM'000)	FYE 2022: 42,278 FYE 2023: 44,170 FYE 2024: 46,996	FYE 2022: 45,911 FYE 2023: 55,323 FYE 2024: 59,062	FYE 2022: 73,442 FYE 2023: 90,682 FYE 2024: 112,683
NPI (RM'000)	FYE 2022: 34,080 FYE 2023: 36,097 FYE 2024: 39,212	FYE 2022: 26,656 FYE 2023: 31,496 FYE 2024: 35,424	FYE 2022: 44,757 FYE 2023: 49,121 FYE 2024: 72,588
Appraised Value (RM' million)⁽⁵⁾	680.0	600.0	1,157.0
Purchase consideration (RM' million)	680.0	600.0	1,157.0
GLA / NLA			
- As at the dates of initial valuation⁽⁵⁾ (sq ft)	GLA: 1,000,950 ⁽⁷⁾	NLA: 680,177 ⁽⁹⁾	NLA: 1,291,165 ⁽⁹⁾
- As at the date of update valuation⁽⁶⁾ (sq ft)	GLA: 1,000,950 ⁽⁸⁾	NLA: 680,048 ⁽⁹⁾	NLA: 1,293,260 ⁽⁹⁾
- As at 31 March 2025 (sq ft)	GLA: 1,000,950 ⁽⁸⁾	NLA: 680,048 ⁽⁹⁾	NLA: 1,292,956 ⁽⁹⁾
GFA / SFA			
- As at the dates of initial valuation⁽⁵⁾, update valuation⁽⁶⁾ and 31 March 2025 (sq ft)	GFA: 2,215,221	SFA: 2,304,682	SFA: 3,630,689
Number of tenants as at 31 March 2025	<ul style="list-style-type: none"> Bukit Tinggi Shopping Centre (excluding ancillary area) is leased to AEON as master lessee; and 	273	449

2. SUBJECT PROPERTIES (Cont'd)

	Bukit Tinggi Shopping Centre	Paradigm Mall PJ	Paradigm Mall JB
	<ul style="list-style-type: none"> Ancillary area - 9. 		
Occupancy Rate as at 31 March 2025 (%)	100.0	97.7	99.3
Number of car park bays as at 31 March 2025	3,343	2,343	3,370

Notes:

- (1) Part of the land measuring about 17,605.17 square metres has been designated and used as service road, which will be surrendered to local authority in due course.
- (2) Based on the Parent Lot 72658 Seksyen 40, Bandar Petaling Jaya, District of Petaling, Selangor Darul Ehsan.
- (3) Based on the Parent Lot 32665, Mukim Tebrau, District of Johor Bahru, Johor Darul Takzim.
- (4) Total share units referred to as aggregate share units in the Strata Titles Act 1985 is defined as the sum of the share units of the parcels (including a provisional block) shown in an approved strata plan. In respect of Paradigm PJ, the total share units comprise Paradigm Mall PJ, Le Méridien Petaling Jaya, The Ascent, The Azure Residences, Sapphire Paradigm and elevated car park podium of the Ascent. In respect of Paradigm JB, the total share units comprise Paradigm Mall JB, Paradigm Residence Johor Bahru and Hyatt Place Johor Bahru.
- (5) Based on the dates of initial valuation as at 25 June 2024 for Bukit Tinggi Shopping Centre, and 18 June 2024 for Paradigm Mall PJ and Paradigm Mall JB.
- (6) Based on the date of update valuation as at 31 December 2024 for the Subject Properties.
- (7) Excluding ancillary area of 7,890 sq ft.
- (8) Excluding ancillary area of 7,490 sq ft.
- (9) The difference in NLA between the dates of initial valuation, update valuation and 31 March 2025 for Paradigm Mall PJ and Paradigm Mall JB is due to the reconfiguration of space by the respective Vendors to improve the efficiency of the lettable area of Paradigm Mall PJ and Paradigm Mall JB.

2. SUBJECT PROPERTIES (Cont'd)

2.1.1 Total Revenue, Gross Rental Income and NPI

The Total Revenue, Gross Rental Income and NPI of the Subject Properties for the FYE 2022 to the FYE 2024 are set out below.

Subject Properties	FYE 2022		
	Total Revenue (RM'000)	Gross Rental Income (RM'000)	NPI (RM'000)
Bukit Tinggi Shopping Centre	42,278	36,034	34,080
Paradigm Mall PJ	45,911	45,060	26,656
Paradigm Mall JB	73,442	69,066	44,757
Total	161,631	150,160	105,493

Subject Properties	FYE 2023		
	Total Revenue (RM'000)	Gross Rental Income (RM'000)	NPI (RM'000)
Bukit Tinggi Shopping Centre	44,170	36,219	36,097
Paradigm Mall PJ	55,323	46,225	31,496
Paradigm Mall JB	90,682	77,798	49,121
Total	190,175	160,242	116,714

Subject Properties	FYE 2024		
	Total Revenue (RM'000)	Gross Rental Income (RM'000)	NPI (RM'000)
Bukit Tinggi Shopping Centre	46,996	37,898	39,212
Paradigm Mall PJ	59,062	48,021	35,424
Paradigm Mall JB	112,683	93,309	72,588
Total	218,741	179,228	147,224

2. SUBJECT PROPERTIES (Cont'd)

2.1.2 Occupancy profile

Average Occupancy Rates

The following table set out the Average Occupancy Rates of the Subject Properties for the FYE 2022 to the FYE 2024 and the period from 1 January 2025 up to 31 March 2025:

Subject Properties	FYE 2022 (%)	FYE 2023 (%)	FYE 2024 (%)	From 1 January 2025 up to 31 March 2025 (%)
Bukit Tinggi Shopping Centre ⁽¹⁾	100.0	100.0	100.0	100.0
Paradigm Mall PJ	97.2	97.1	97.8	97.9
Paradigm Mall JB	87.9	93.8	97.9	99.2
Total⁽²⁾	95.0	96.9	98.6	99.0

Notes:

- (1) *Bukit Tinggi Shopping Centre (excluding ancillary area) is leased to AEON as master lessee.*
- (2) *Computed based on the average of the individual Average Occupancy Rates of the Subject Properties.*

2. SUBJECT PROPERTIES (*Cont'd*)

2.2.3 Description

Bukit Tinggi Shopping Centre is a retail mall comprising 3 levels of retail area with a mezzanine floor and car park facilities at the surface, basement, elevated and rooftop levels. Bukit Tinggi Shopping Centre was opened in 2008 and located at No.1, Persiaran Batu Nilam 1/KS 6, Bandar Bukit Tinggi 2, 41200 Klang, Selangor.

Bukit Tinggi Shopping Centre is located in the integrated and mature township development of Bandar Bukit Tinggi in Klang, Selangor. It is located approximately 50 kilometres west of the centre of Kuala Lumpur and 30 kilometres from Petaling Jaya, Selangor. It is highly accessible via major highways such as the Shah Alam Expressway (alternatively known as the Konsortium Expressway Shah Alam Selangor (KESAS) Highway) which connects to a wide range of highway networks in the Klang Valley. In addition to road connectivity, Bukit Tinggi Shopping Centre will also be accessible upon the completion of the ongoing construction of the LRT3 which will be directly connected to Bukit Tinggi Shopping Centre via Bandar Bukit Tinggi Station.

Beside Bukit Tinggi Shopping Centre is an integrated development comprising corporate office suites known as 'The Landmark', service apartments and retail shops known as 'Impiria Residensi' as well as a boutique hotel known as 'The Canvas Hotel and Suites'. The Landmark, Impiria Residences and Canvas Hotel and Suites are directly linked to Bukit Tinggi Shopping Centre via skybridges.

Approximately 1,000,950 sq ft out of a total 2,215,221 sq ft of GFA of Bukit Tinggi Shopping Centre (excluding ancillary area) is being leased to AEON as master lessee ("**AEON Premises**").

AEON is a leading retailer in Malaysia with a total revenue of approximately RM4.1 billion for the FYE 2023, and it has established itself as a leading chain of general merchandise stores, supermarket and malls. AEON is highly successful with its positioning towards Malaysia's vast middle income group that forms a majority of the population. The target market of AEON is local families, and this is the main factor for most of the AEON malls to be located in the suburb and secondary and tertiary cities in Malaysia.

The AEON Lease Agreement provides for fixed rental escalation with an option to renew upon expiry of the lease on 23 November 2029, thus ensuring a stable and growing income stream for the Unitholders. Pursuant to the AEON Lease Agreement, Bukit Tinggi Shopping Centre has a fixed rental step-up of 1.6% for the period commencing from 24 November 2024 to 23 November 2025 and another fixed rental step-up of 3.1% for the period commencing from 24 November 2025 to 23 November 2026. The rental commencing from 24 November 2026 will increase based on the prevailing market rate but not exceeding 12.0% of the last rental paid. The current lease with AEON expires on 23 November 2029 with an option to renew upon expiry of the lease for an additional 3 years based on the prevailing market rate but not exceeding 12% of the last rental paid.

AEON shall at its sole discretion, grant sub-tenancies or sub-leases in respect of the AEON Premises, be at liberty to select its own sub-lessees and sub-tenants and impose the rate of the rental accordingly. Save and except for structural defects, AEON is solely responsible at its own cost and expense for the comprehensive upkeep and maintenance of the AEON Premises.

Bukit Tinggi Shopping Centre is positioned as a neighbourhood mall offering daily necessities and lifestyle needs. Apart from AEON being its major tenant, Bukit Tinggi Shopping Centre offers a wide array of food and beverage outlets through its sub-tenants such as BananaBro, Jollibee, Sushi Zanmai and OLDTOWN White Coffee along with other reputable sub-tenants such as Adidas, Cotton On and Harvey Norman. The trade sector mix is crafted to serve the daily needs of the socio-demographic of the residents in Bandar Bukit Tinggi.

2. SUBJECT PROPERTIES (Cont'd)

In addition to the lease granted to AEON, Paradigm REIT diversifies its revenue streams by capitalising on its ancillary areas (measuring 7,490 sq ft) and car park facilities and improves the NPI of Bukit Tinggi Shopping Centre through premium parking valet services and a range of events. These include outdoor gatherings, vibrant bazaars, and food festivals to boost foot traffic and also enhance the overall shopping experience, driving additional income for Paradigm REIT.

2.2.4 Tenant profile of Bukit Tinggi Shopping Centre

Bukit Tinggi Shopping Centre (excluding ancillary area) is leased to AEON as master lessee, with a lease term expiring on 23 November 2029 and with an option to renew upon expiry of the lease for an additional 3 years. Being the master lessee, AEON is the major contributor to Bukit Tinggi Shopping Centre's Gross Rental Income.

2.2.5 Major expansion and renovation of Bukit Tinggi Shopping Centre

During the year of 2024 up to the LPD, GWSB completed major upgrading works within the car park areas of Bukit Tinggi Shopping Centre which included increasing the capacity of car park bays, resurfacing of the ground floor car park, repainting of the rooftop car park and installation of LED lighting to brighten and improve energy efficiency.

In addition to the above, GWSB has planned for the following upgrading works for Bukit Tinggi Shopping Centre:

- (i) convert a portion of the third floor car park area of 98,622 sq ft into an indoor go-kart circuit which will be operated by Autoplay Group Sdn Bhd, aimed at increasing the footfall in Bukit Tinggi Shopping Centre. As at the LPD, GWSB has submitted a building plan for the go-kart circuit to both Jabatan Perancang and Fire and Rescue Department of Malaysia ("**Bomba Malaysia**") and has obtained the conditional approval from Jabatan Perancang on 21 February 2025 ("**Jabatan Perancang Approval**") and approval from Bomba Malaysia on 3 March 2025. GWSB will fulfil all the conditions set out in the Jabatan Perancang Approval and thereafter submit the building plan to Jabatan Bangunan for the issuance of certificate of completion and compliance (CCC). Barring any unforeseen circumstances, the indoor go-kart is expected to commence operations in the end of 2nd quarter of 2025; and
- (ii) implement aesthetic upgrades such as painting the façade and enhancing the surrounding landscape, which is expected to be completed by GWSB by June 2025.

2.2.6 Future opportunities

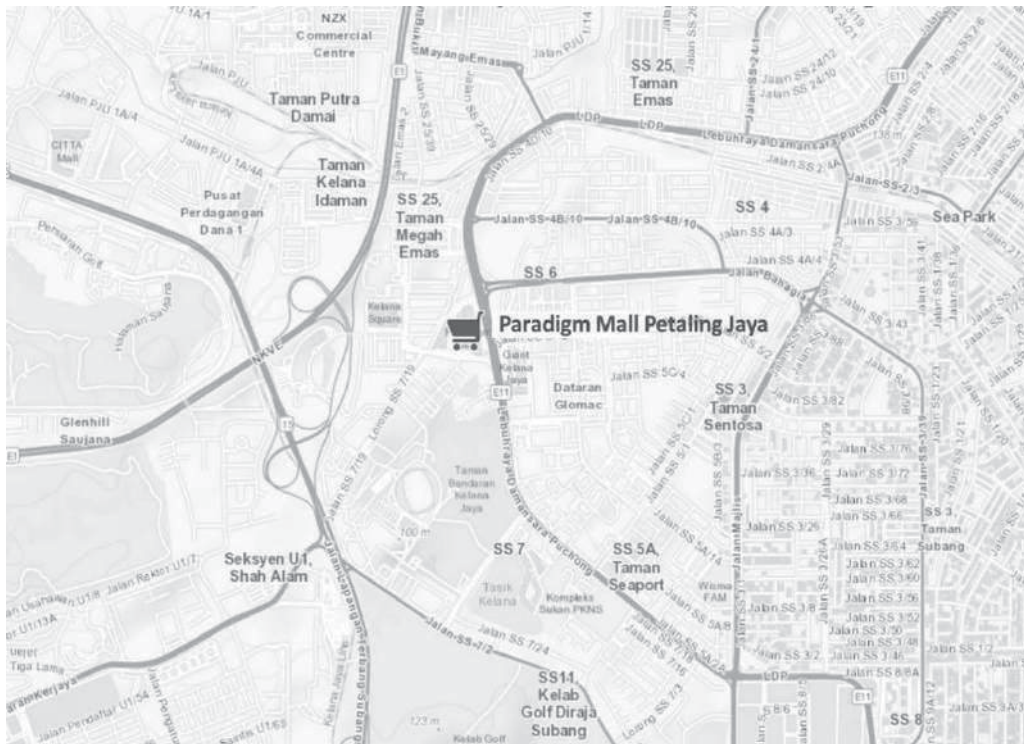
The anticipated completion of the LRT3 located next to Bukit Tinggi Shopping Centre in 2025 is expected to significantly improve accessibility and increase foot traffic to Bukit Tinggi Shopping Centre.

The Manager is dedicated to collaborate with third-party vendors to host a variety of events, including outdoor gatherings, bazaars, and food festivals, throughout the year in the open car park areas surrounding the mall. This initiative aims to boost income while enhancing community engagement. Additionally, the Manager plans to expand the GFA of the compound, which may increase the GLA of Bukit Tinggi Shopping Centre and create more opportunities for revenue generation. Through these strategies, the Manager seeks to maximise the mall's potential and foster a vibrant environment for shoppers and vendors alike.

In the years beyond 2025, the Manager plans to implement a solar photovoltaic system on the rooftop of Bukit Tinggi Shopping Centre to achieve further cost savings. This initiative is aligned with the Manager's commitment to promote clean energy and sustainability, contributing to a more energy efficient future.

2. SUBJECT PROPERTIES (Cont'd)

2.3 PARADIGM MALL PJ



2.3.1 Vendor

Jelas Puri Sdn Bhd

2.3.2 Address

No. 1, Jalan SS7/26A, Kelana Jaya, 47301 Petaling Jaya, Selangor.

2. SUBJECT PROPERTIES (Cont'd)

2.3.3 Description

Paradigm Mall PJ is a retail mall comprising 6 retail levels with a lower ground floor and 2 basement car park levels along with 2 retail levels sited below the existing Le Meridien Petaling Jaya and The Azure Residences, located in the core of Petaling Jaya, Selangor. Paradigm Mall PJ is a highly visible landmark in Petaling Jaya, Selangor being situated along the Lebuhraya Damansara-Puchong Highway (LDP). Paradigm Mall PJ is also accessible via the New Klang Valley Expressway (NKVE), SPRINT Highway, the New Pantai Expressway (NPE) as well as the Federal Highway making it highly accessible to its visitors based in Petaling Jaya or Kuala Lumpur.

Paradigm Mall PJ is the key component of the integrated commercial development located within Kelana Jaya of Petaling Jaya that includes a 32-storey office tower known as The Ascent, offering an NLA of 502,837 sq ft and serviced residences, The Azure Residences, featuring 189 residential units, and Sapphire Paradigm, featuring 229 residential units, as well as Le Meridien Petaling Jaya, featuring 300 rooms, complementing the office and residential components.

Further, Paradigm Mall PJ is highly connected through various transportation links such as the Kelana Jaya LRT Station making it easily accessible to its visitors and/or students from nearby universities.

Petaling Jaya is a mature township and the residents in the area are mostly families and individuals from the middle or upper-income level groups. Other notable residential developments include The Arcuz, and High Park Suites which are nearby established neighbourhoods such as Kelana Jaya, Bandar Utama, and Damansara, ensuring a steady flow of footfall from nearby residents and visitors from other parts of Petaling Jaya to Paradigm Mall PJ.

Paradigm Mall PJ positions itself as a family-friendly neighbourhood mall and features 273 tenants as at 31 March 2025 and its major tenants include Lotus's, Golden Screen Cinemas, Harvey Norman, Escape Challenge, Marks & Spencer and H&M.

2.3.4 Tenant profile

Top 10 tenants

The top 10 tenants by contribution to Occupied NLA (disclosed based on their respective trade names) of Paradigm Mall PJ as at 31 March 2025 are set out below. The top 10 tenants contributed an aggregate of 19.5% to Gross Rental Income of Paradigm Mall PJ for the month of March 2025 and occupy an aggregate of 43.8% of Occupied NLA of Paradigm Mall PJ as at 31 March 2025.

2. SUBJECT PROPERTIES (Cont'd)

Tenants by trade name	Trade sector	Percentage of Occupied NLA (%)
Lotus's	Supermarket & departmental store	12.9
Golden Screen Cinemas	Entertainment and amusement	6.1
Harvey Norman	IT, electronics and home furnishing	4.9
Escape Challenge	Entertainment and amusement	4.3
Marks & Spencer	Fashion	3.6
H&M	Fashion	2.8
Fitness First	Pharmacy, beauty, health and fitness	2.6
Padini Concept Store	Fashion	2.4
Popular	Bookstore, gifts and souvenirs	2.2
Brands Outlet	Fashion	2.0
Subtotal		43.8
Others		56.2
Total		100.00

Trade sector analysis

The table below provides a breakdown of the different trade sectors represented in Paradigm Mall PJ by percentage of Occupied NLA as at 31 March 2025 and percentage of Gross Rental Income for the month of March 2025.

Trade sector	Percentage of Occupied NLA (%)	Percentage of Gross Rental Income (%)
Food and beverage	19.7	34.2
Fashion	20.3	13.6
IT, electronics and home furnishing	13.1	11.6
Supermarket and departmental store	12.9	5.6
Entertainment and amusement	13.0	5.2
Service	6.3	10.8
Sports and specialty shops	5.2	7.0
Pharmacy, beauty, health and fitness	4.2	5.0
Bookstore, gifts and souvenirs	4.0	3.0
Optical, jewellery and timepiece	1.3	4.0
Total	100.0	100.0

2. SUBJECT PROPERTIES (Cont'd)

2.3.5 Average Occupancy Rate

The table below sets out the Average Occupancy Rate of Paradigm Mall PJ for the FYE 2022 to the FYE 2024 and the period from 1 January 2025 up to 31 March 2025.

Period	Average Occupancy Rate (%)
FYE 2022	97.2
FYE 2023	97.1
FYE 2024	97.8
From 1 January 2025 up to 31 March 2025	97.9

2.3.6 Tenancy expiry profile of Paradigm Mall PJ

The table below illustrates Paradigm Mall PJ's expired tenancies and retention rates of expired tenancies by NLA for the FYE 2022 to the FYE 2024 and the period from 1 January 2025 up to 31 March 2025.

Period	NLA of expired tenancies (sq ft)	Retention rates by NLA of expired tenancies (%)
FYE 2022	146,328	89.1
FYE 2023	160,549	91.5
FYE 2024	394,509	92.0
From 1 January 2025 up to 31 March 2025	21,247	98.1

The table below illustrates the tenancy expiry profile of Paradigm Mall PJ for the period from 1 April 2025 up to 31 December 2025 and each of the years from FYE 2026 to the FYE 2029 and thereafter.

Period	Percentage of Occupied NLA expiring ⁽¹⁾ (%)	Percentage of Gross Rental Income expiring ⁽²⁾ (%)
From 1 April 2025 up to 31 December 2025	24.4	21.9
FYE 2026	24.5	28.2
FYE 2027	48.6	46.8
FYE 2028	2.5	3.1
FYE 2029 and thereafter	-	-
Total	100.0	100.0

Notes:

(1) Based on Occupied NLA as at 31 March 2025.

(2) Based on Gross Rental Income for the month of March 2025.

2. SUBJECT PROPERTIES (Cont'd)

2.3.7 Major expansion and renovation of Paradigm Mall PJ

During the year of 2024 up to the LPD, JPSB completed the following major asset enhancements:

- (i) converted common areas for additional retail space and into food & beverage kiosks to improve variety of tenants for shoppers, as follows;

Trade sector	Floor	Size (sq ft)
Food and beverage	Lower Ground	100
Food and beverage	UG Floor	179
Sports, pop up and speciality shops	Second floor	140
Total		419

- (ii) modification of layout of the concourse level and rearrangement of tenant units for better visibility of retail stores as well as repainting of the walls within Paradigm Mall PJ;
- (iii) upgraded the facilities and amenities such as upgraded the restrooms and improved the air conditioning by including energy efficiency units in the corridors and concourse area to improve visitor comfort; and
- (iv) included new ceiling fixtures and enhanced mood lighting, and installed additional mall directional signage.

In addition to the above, JPSB has planned for the following upgrading works for Paradigm Mall PJ:

- (a) install LED screen in Paradigm Mall PJ to provide additional avenues for digital marketing, contributing to additional advertising and promotional income; and
- (b) undergo aesthetic upgrades such as exterior painting work for Paradigm Mall PJ which has commenced on February 2025.

These planned upgrades for Paradigm Mall PJ will be carried out and completed by JPSB by July 2025.

2.3.8 Future opportunities

The Manager intends to refine the trade sectors and tenant mix at Paradigm Mall PJ to better serve the local population in Petaling Jaya. This will involve introducing new tenants to expand entertainment zones in line with the featuring of the Escape Challenge amusement park and enhance food and beverage offerings, including both everyday dining and event hosting to cater to diverse consumer preferences and create a more engaging and versatile shopping experience.

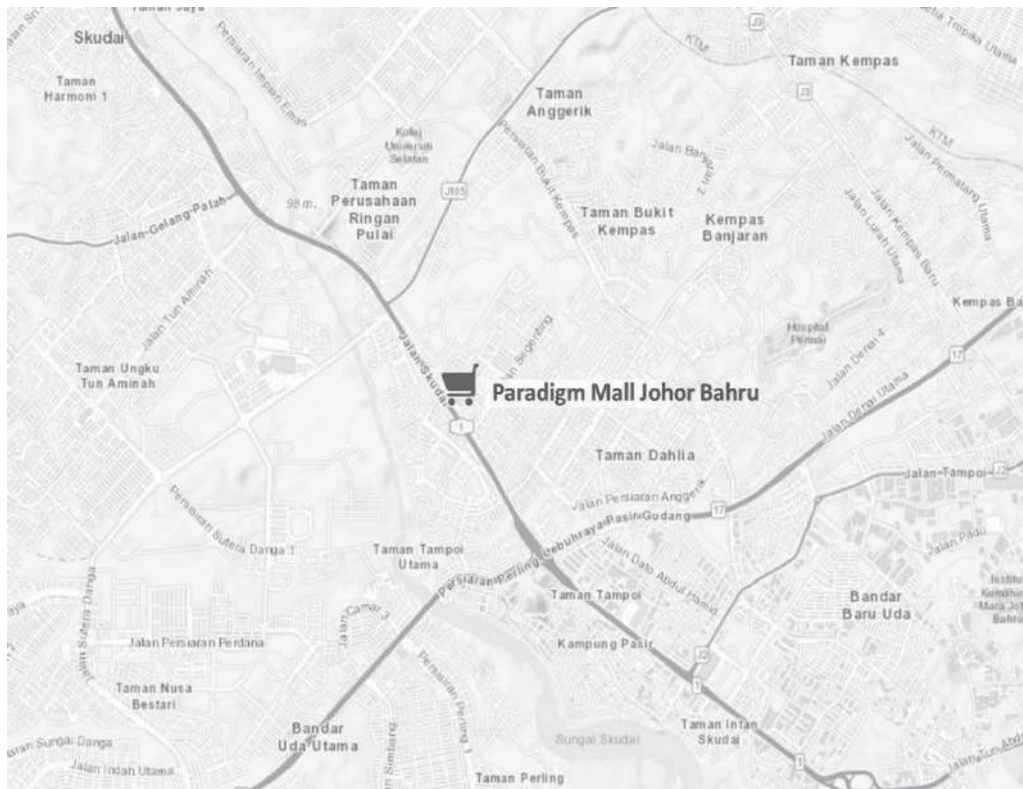
To ensure Paradigm Mall PJ remains competitive and attractive to a broad demographic, the Manager intends to continuously monitor market trends and consumer behaviour to meet evolving demands and preferences, thereby maintaining Paradigm Mall PJ's relevance in a dynamic retail environment.

The Manager will continue to engage and collaborate with various third-party event organisers. These partnerships, involving tourism companies, non-governmental organisations and expatriate vendors are crucial for exploring and hosting culturally significant campaigns and events. By targeting niche markets through these collaborations, Paradigm Mall PJ aims to increase foot traffic and attract a wider range of visitors.

2. SUBJECT PROPERTIES (Cont'd)

Additionally, the Manager will continuously reconfigure the layout to improve the efficiency of the lettable area as tenancies expire in order to create new shopping experiences and increase rental rates as well as reconfigure unproductive space to improve leasing potential where there is demand for such space from existing and/or new tenants and effective advertising platform, which includes digital billboards or static displays.

PARADIGM MALL JB



2. SUBJECT PROPERTIES (Cont'd)

2.4.1 Vendor

WCT Hartanah Jaya Sdn Bhd

2.4.2 Address

Lot 32665, Jalan Mewah Ria 2, Taman Bukit Mewah, 81200 Johor Bahru, Johor.

2.4.3 Description

Paradigm Mall JB is a retail mall comprising 6 retail levels with a mezzanine floor and a level of cinema and convention centre along with basement and elevated car park levels located in the Iskandar Malaysia and along Jalan Skudai (Skudai Highway), Taman Bukit Mewah, Johor Bahru. Paradigm Mall JB is a highly visible landmark being the largest shopping centre in the township of Skudai, Johor.

Paradigm Mall JB is accessible via Skudai Highway, one of the busiest main thoroughfares that connects the north and south of Johor Bahru. It is easily accessible from Johor Bahru City Centre, Pasir Gudang Highway, North South Highway, the Second Link Expressway and thereafter onto Skudai Highway followed by flyover leading to Paradigm Mall JB and approximately 20-minute drive from the Woodlands Checkpoint of Singapore, encouraging foot traffic from Singaporean tourists.

Skudai is a mature township and the residents in the area are mostly families and individuals from the middle or upper-income level groups. Nearby residential developments include Taman Bukit Mewah, Taman Impian Emas, Taman Setia Tropika, Taman Ungku Tun Aminah and Taman Bukit Indah, all of which are located within a 10-kilometre radius from Paradigm Mall JB. Hyatt Place Hotel and Paradigm Residence are also situated on top of Paradigm Mall JB with approximately 204 rooms and 263 residential units, respectively, contributing to the footfall of Paradigm Mall JB.

Tenant profile of Paradigm Mall JB

Top 10 tenants of Paradigm Mall JB

The top 10 tenants by contribution to Occupied NLA (disclosed based on their respective trade names) of Paradigm Mall JB as at 31 March 2025 are set out below. The top 10 tenants contributed an aggregate of 17.9% to Gross Rental Income of Paradigm Mall JB for the month of March 2025 and occupy an aggregate of 37.1% of Occupied NLA of Paradigm Mall JB as at 31 March 2025.

2. SUBJECT PROPERTIES (Cont'd)

Tenants by trade name	Trade sector	Percentage of Occupied NLA (%)
Parkson	Supermarket and departmental store	11.5
HomePro	IT, electronics and home furnishing	5.1
Golden Screen Cinemas	Entertainment and amusement	4.8
Harvey Norman	IT, electronics and home furnishing	3.5
Village Grocer	Supermarket and departmental store	2.7
Grand Sen Q	IT, electronics and home furnishing	2.2
RUMA	IT, electronics and home furnishing	2.1
Food Arcade	Food and beverage	1.9
Blue Ice Skating Rink @ Paradigm Mall Johor Bahru	Entertainment and amusement	1.8
Mythos & Showroom	Fashion	1.5
Subtotal		37.1
Others		62.9
Total		100.0

2. SUBJECT PROPERTIES (Cont'd)

Trade sector analysis of Paradigm Mall JB

The table below provides a breakdown of the different trade sectors represented in Paradigm Mall JB by percentage of Occupied NLA as at 31 March 2025 and percentage of Gross Rental Income for the month of March 2025.

Trade sector	Percentage of Occupied NLA	Percentage of Gross Rental Income
	(%)	(%)
IT, electronics and home furnishing	20.7	14.3
Fashion	16.9	17.3
Entertainment and amusement	14.9	10.0
Supermarket and departmental store	14.2	4.9
Food and beverage	13.1	23.0
Sports and specialty shops	9.4	10.5
Service	4.6	7.7
Pharmacy, beauty, health and fitness	1.9	4.9
Bookstore, gifts and souvenirs	2.9	3.2
Optical, jewellery and timepiece	1.4	4.2
Total	100.0	100.0

2.4.5 Average Occupancy Rate

The table below sets out the Average Occupancy Rate of Paradigm Mall JB for the FYE 2022 to the FYE 2024 and the period from 1 January 2025 up to 31 March 2025.

Period	Average Occupancy Rate
	(%)
FYE 2022	87.9
FYE 2023	93.8
FYE 2024	97.9
From 1 January 2025 up to 31 March 2025	99.2

2. SUBJECT PROPERTIES (Cont'd)

2.4.6 Tenancy expiry profile of Paradigm Mall JB

The table below illustrates Paradigm Mall JB's expired tenancies and retention rates of expired tenancies for the FYE 2022 to the FYE 2024 and the period from 1 January 2025 up to 31 March 2025.

Period	NLA of expired tenancies (sq ft)	Retention rates by NLA of expired tenancies (%)
FYE 2022	327,742	94.4
FYE 2023	558,932	92.8
FYE 2024	348,013	90.0
From 1 January 2025 up to 31 March 2025	40,158	30.9 ⁽¹⁾

Note:

(1) The lower retention rate during the period was due to the replacement of certain existing tenants with new tenants. Approximately 96.4% of the NLA of non-renewed tenancies have been replaced with new tenants.

The table below illustrates the tenancy expiry profile of Paradigm Mall JB for the period from 1 April 2025 up to 31 December 2025 and each of the years from FYE 2026 to the FYE 2029 and thereafter.

Period	Percentage of Occupied NLA expiring ⁽¹⁾ (%)	Percentage of Gross Rental Income expiring ⁽²⁾ (%)
From 1 April 2025 up to 31 December 2025	12.2	19.9
FYE 2026	55.1	54.5
FYE 2027	29.0	23.0
FYE 2028	3.3	2.4
FYE 2029 and thereafter	0.4	0.2
Total	100.0	100.0

Notes:

(1) Based on Occupied NLA as at 31 March 2025.

(2) Based on Gross Rental Income for the month of March 2025.

2. SUBJECT PROPERTIES (Cont'd)

2.4.7 Major expansion and renovation of Paradigm Mall JB

During the year of 2024 up to the LPD, WCTHJ had completed the following major asset enhancements:

- (i) installation of car park guidance systems and seamless payment gateways for car park payments, installation of digital signage displays and the reconfiguration of tenant units to increase NLA and boost rental income. While some repainting and touch-up work for walls within Paradigm Mall JB have been and will continue to be carried out as part of its ongoing asset enhancement initiative, major interior painting work for PMJB has commenced in March 2025 and is targeted to be completed by the 3rd quarter of 2025.
- (ii) converted common areas for additional retail space, food & beverages and services outlets to improve variety of tenants for shoppers, as follows:

Trade sector	Floor	Size (sq ft)
Food and beverage	Ground and UG Floor	816
Fashion	Ground Floor	227
IT Electronic and Home Furnishing	Fourth Floor	805
Services	Ground and Fourth Floor	2,627
Total		4,475

- (iii) installed further chiller optimisation initiatives to improve visitor comfort; and
- (iv) installation of solar photovoltaic system with capacity of up to 1,109.79 kWp on the rooftop of Paradigm Mall JB to improve utility cost savings.

In addition, WCTHJ has planned for the following upgrading works for Paradigm Mall JB:

- (a) upgrade of restrooms; and
- (b) upgrade of car park facilities to install license-plate recognition at gateway entrances of the mall.

These planned upgrades for Paradigm Mall JB will be carried out and completed by WCTHJ by the 3rd quarter of 2025.

2.4.8 Future opportunities

In response to the growing popularity of lifestyle malls that cater to both recreational and experiential needs, Paradigm Mall JB has developed a range of engaging facilities featuring an indoor roller skating rink called 'Roll On', an indoor climbing facility called 'Camp5' and a trampoline park called 'Utopia Jungle World'.

Building on the trend of developing lifestyle malls, WCTHJ had introduced an indoor version of the Escape Challenge amusement park which will be operated by Sim Leisure Escape Sdn Bhd. Following the soft launch on 30 October 2024, three attractions were open to the public and additional attractions are set to progressively open in the coming months. The full development of the Escape Challenge, expected to be completed by the 2nd quarter of 2025, aims to attract youth and young families, further enhancing the mall's appeal as a recreational destination to local and international visitors of Paradigm Mall JB. The Escape Challenge will provide an immersive experience, aligning with the mall's strategy to cater to diverse interests and increase its recreational offerings.

2. SUBJECT PROPERTIES (Cont'd)

The Manager intends to enhance Paradigm Mall JB's commercial appeal and operational efficiency by increasing Paradigm Mall JB's NLA through reconfiguring existing spaces and open areas into leasable retail units and kiosks, and effective advertising platform, which includes digital billboards or static displays. This expansion aims to attract new tenants and diversify the mall's retail offerings, enhancing its overall marketability and generating additional rental income.

Overall, these enhancements are designed to broaden Paradigm Mall JB's appeal, attract a wider audience, and enrich the shopping experience, ensuring its continued prominence and success in the retail industry.

2.5 COMPETITIVE STRENGTHS AND INVESTMENT HIGHLIGHTS

The Manager believes that an investment in Paradigm REIT will offer the following investment attractions to the Unitholders:

2.5.1 Positioned to capitalise on positive macroeconomic and strong private consumption trends in Malaysia

The Manager believes that Paradigm REIT offers the Unitholders an exposure to the Malaysian domestic economy and the robust private consumption trend.

The Malaysian economy has demonstrated healthy expansion since 2015, with a CAGR of 3.8% between 2015 and 2024. The real GDP grew by 5.1% in 2024, rising from RM1,567,974 million in 2023 to RM1,648,163 million, based on constant 2015 prices.

For 2025, Malaysia's economy is expected to remain resilient, fueled by substantial investment, steady household spending, and continued export growth. Growth in investment activities will be propelled by the continuing development of long-term private and public projects, the successful execution of approved investments, and the implementation of key initiatives outlined in national master plans.

According to Department of Statistic Malaysia (DOSM), Malaysia's total retail trade sales value reached RM764.9 billion in 2024, the highest value achieved since 2016. Over the recent years, Malaysia's retail trade sector achieved a CAGR of 8.3% from 2016 to 2024. During this period, the country's sales value increased from RM403.8 billion in 2016 to RM764.9 billion in 2024.

Please refer to Appendix B "Independent Property Market Report" of this Prospectus for further details.

2.5.2 A geographically diversified portfolio with strategically located assets

The Subject Properties are located across 3 townships in Malaysia, making Paradigm REIT a geographically diversified Malaysian retail REIT. Due to the geographical diversification of the Subject Properties which is supported by a good catchment, well-developed infrastructure and various amenities, Paradigm REIT is exposed to various growth markets across numerous townships.

Bukit Tinggi Shopping Centre is a shopping mall located in the Bandar Bukit Tinggi township in Klang, Selangor. It is highly accessible via major highways such as the Shah Alam Expressway (alternatively known as the Konsortium Expressway Shah Alam Selangor (KESAS) Highway) which connects to a wide range of highway networks in the Klang Valley. The primary trade area, which is within a 5-kilometre radius surrounding Bukit Tinggi Shopping Centre, has an estimated resident population of 456,354 persons, representing approximately 38.8% of the population in the district of Klang and is within a mature residential development area such as Bandar Bukit Tinggi, Taman Botanic, Taman Klang Jaya and Bandar Puteri Klang, ensuring a readily available customer base, drawing in residents for their shopping needs.

2. SUBJECT PROPERTIES (Cont'd)

Paradigm Mall PJ is a shopping mall located in mature neighbourhood within a mixed-integrated development township in the core of Petaling Jaya. It is a highly visible landmark in Petaling Jaya, Selangor situated along the Lebuhraya Damansara-Puchong (LDP) making it highly accessible to its visitors. The primary trade area, which is within a 5-kilometre radius surrounding Paradigm Mall PJ, has an estimated resident population of 634,880 persons, representing approximately 26.9% of the population in the district of Petaling and prominent offices in close proximity to the mall providing a steady stream of footfall to the mall.

Paradigm Mall JB is the largest shopping centre located within the Iskandar Malaysia at the core of Johor Bahru. The adjacent mature townships of Paradigm Mall JB such as Taman Bukit Mewah, Taman Ungku Tun Aminah, Taman Sutera Utama and Taman Tampoi Indah are set to be the focal point of development at the Johor Bahru – Skudai – Senai growth corridor within the Iskandar Development Regions. Paradigm Mall JB is situated within approximately 10-minute drive from Johor Bahru City Centre with direct access to highways such as Skudai Highway, Pasir Gudang Highway, North-South Highway and Second Link Expressway. It is approximately 20-minute drive to Singapore Woodlands Checkpoint and approximately 30-minute drive to Senai International Airport. The primary trade area, which is within a 5-kilometre radius surrounding Paradigm Mall JB, has an estimated resident population of 308,831 persons, representing approximately 17.2% of the population in the district of Johor Bahru, drawing substantial footfall from the surrounding residential neighbourhoods such as Skudai, Setia Tropika, Taman Perling, Mutiara Rini, and Bandar Baru Uda.

2.5.3 Diversified and resilient portfolio offers income stability

The Subject Properties offer diversity in geographical reach, income contribution and tenant base, whilst enjoying high Average Occupancy Rates.

(i) Diversified and quality tenant base

As at the LPD, the Subject Properties have 723 tenants (including Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee), comprising well-established international and domestic retailers such as (in alphabetical order) Adidas, AEON, Golden Screen Cinemas, H&M, Harvey Norman, Nike, Parkson, Uniqlo and Lotus's.

AEON is one of the leading chains of general merchandise stores and supermarkets in Malaysia with a total revenue of RM4.1 billion for the FYE 2023. AEON operates 178 general merchandise stores and departmental stores cum supermarkets in Malaysia.¹

For the month of March 2025, the top 10 tenants of the Subject Properties (including Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee) accounted for 31.4% of the Subject Properties' Gross Rental Income.

Save for Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee and had contributed 21.4% to the Subject Properties' Gross Rental Income for the month of March 2025, no other single tenant contributed more than 5.0% to the Subject Properties' Gross Rental Income for the month of March 2025. Please refer to Sections 2.3.4 and 2.4.4 "Tenant Profile" of this Prospectus for the tenant profiles of Paradigm Mall PJ and Paradigm Mall JB respectively.

¹ Based on AEON Annual Report 2023.

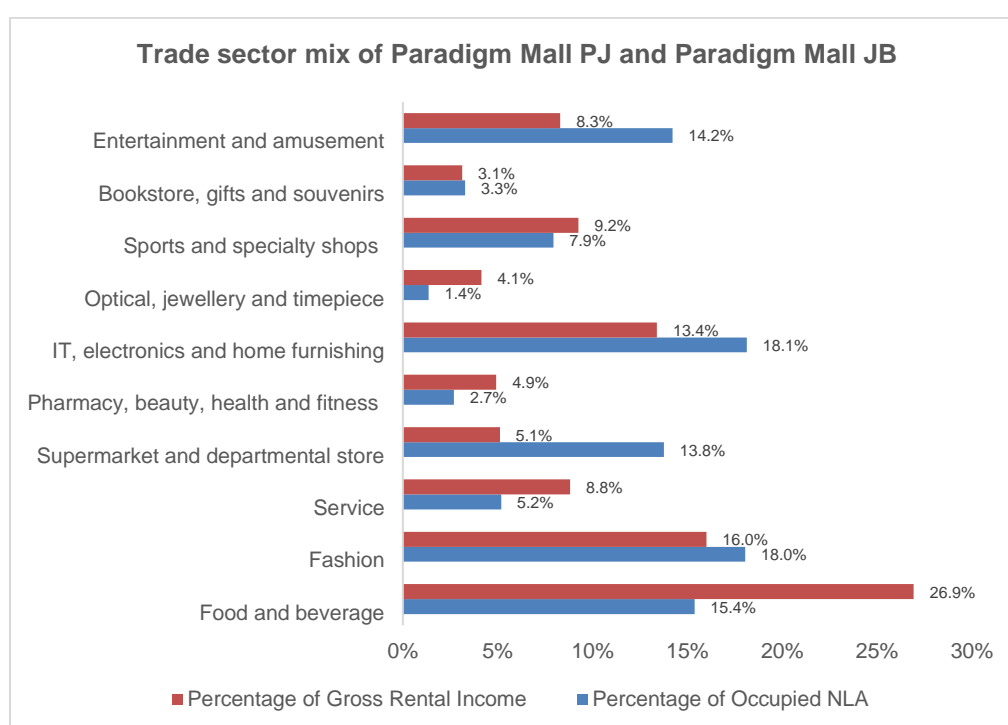
2. SUBJECT PROPERTIES (Cont'd)

(ii) Resilient trade sector mix

The Subject Properties offer exposure to a diversified, resilient and well-balanced trade sector mix.

The Subject Properties offer exposure to resilient trade sectors such as food and beverage and fashion stores. These 2 trade sectors accounted for 33.7% of the Subject Properties' Gross Rental Income for the month of March 2025 (including Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee). Excluding Bukit Tinggi Shopping Centre, the food and beverage and fashion sectors accounted for 42.9% of the Subject Properties' Gross Rental Income for the month of March 2025.

The following table sets out information on the trade sector mix for Paradigm Mall PJ and Paradigm Mall JB by percentage of Occupied NLA as at 31 March 2025 and percentage of Gross Rental Income for the month of March 2025:



Further, the Manager intends to expand its experiential-based shopping offerings and recreational amenities such as those currently being offered in Paradigm Mall PJ and Paradigm Mall JB. This strategy aims to diversify the tenant mix, mitigate the effects of economic fluctuations on overall rental income, manage risks associated with specific business sectors, and attract a broader audience suitable for the Subject Properties.

Please refer to Sections 2.3.4 and 2.4.4 "Tenant Profile" of this Prospectus for the trade sector analysis of Paradigm Mall PJ and Paradigm Mall JB respectively.

2. SUBJECT PROPERTIES (Cont'd)

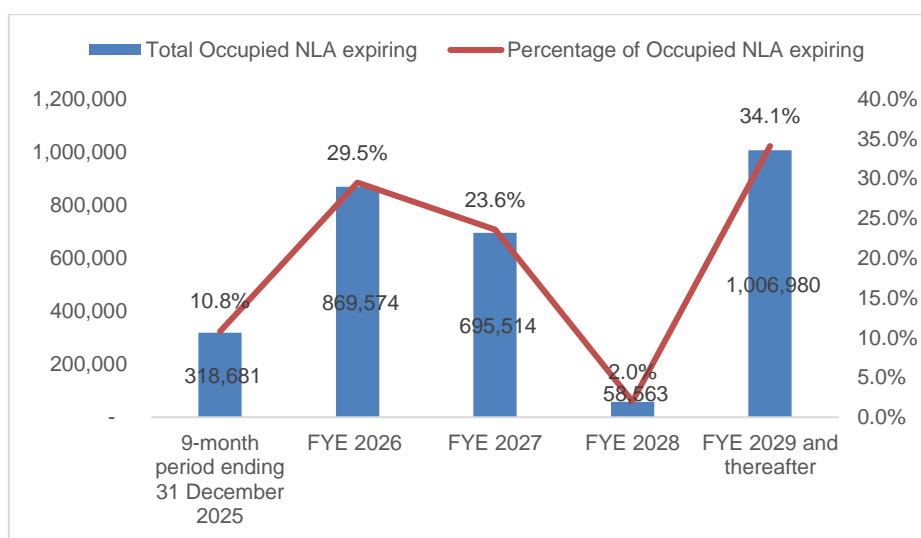
(iii) Well-staggered lease expiry profile

The Subject Properties have a well-staggered lease expiry profile with a stable and visible cashflow. Save for Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee, the WALE (by NLA) of Paradigm PJ and Paradigm JB are 1.54 years and 1.56 years respectively as at 31 March 2025.

One of the Subject Properties, Bukit Tinggi Shopping Centre (excluding ancillary area) is leased to AEON as master lessee. The other Subject Properties, namely Paradigm Mall JB and Paradigm Mall PJ, also enjoy stable income as tenancy agreements are generally fixed for a term of 1 year to 3 years with staggered lease expiries.

The chart below sets out the total lease expiry profile of the Subject Properties as at 31 March 2025.

Total lease expiry profile of the Subject Properties by GLA/NLA

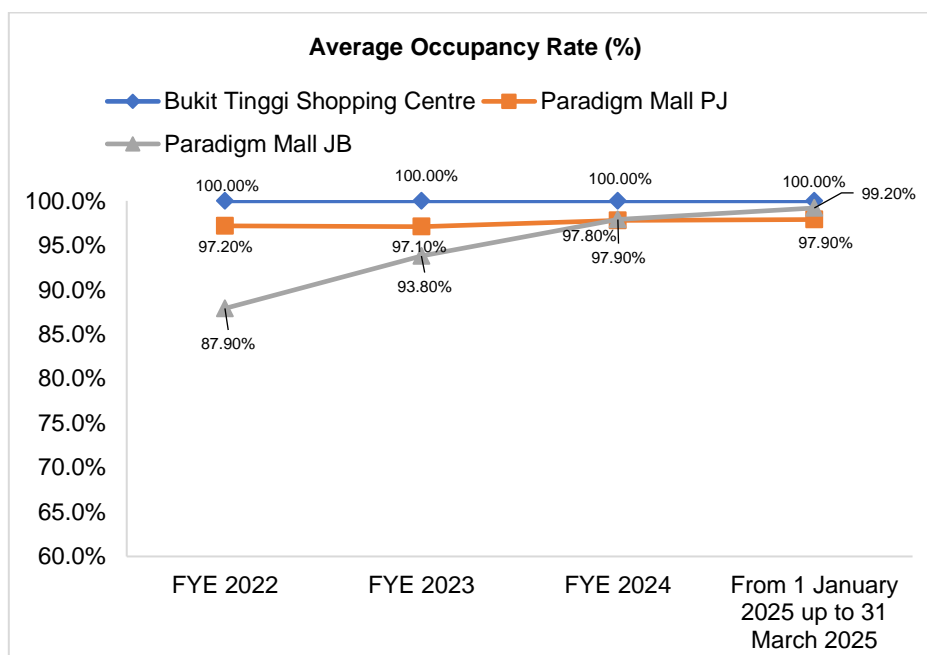


Please refer to Sections 2.3.6 “Tenancy expiry profile of Paradigm Mall PJ” and 2.4.6 “Tenancy expiry profile of Paradigm Mall JB” of this Prospectus for the tenancy expiry profiles of Paradigm Mall PJ and Paradigm Mall JB respectively.

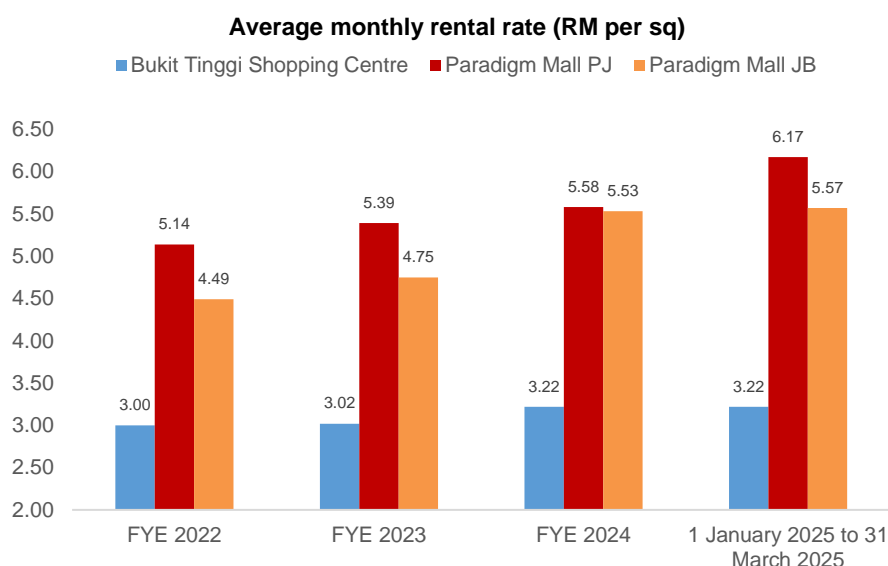
2. SUBJECT PROPERTIES (Cont'd)

(iv) Increasing rental rates underpinned by high occupancy

The Average Occupancy Rate of the Subject Properties has increased on a portfolio basis and the rental rates of the Subject Properties have remained stable on a portfolio basis over the years on an average monthly rental rate per sq ft basis. The chart below sets out the Average Occupancy Rate of the Subject Properties for the FYE 2022 to the FYE 2024 and the period from 1 January 2025 to 31 March 2025.



The chart below sets out the average monthly rental rate per sq ft of the Subject Properties for the FYE 2022 to the FYE 2024 and the period from 1 January 2025 to 31 March 2025.



The average month rental rate is calculated based on base rent, being rental income (inclusive of service charges and promotional charges) and straight-lining adjustments on rent-free period and staggered rent over the lease term in accordance with MFRS 16 derived from Occupied NLA, over the Average Occupied NLA. Please refer to Section 4.4.5.1 "Total Revenue" of this Prospectus for further details.

2. SUBJECT PROPERTIES (Cont'd)

2.5.4 Opportunities for future growth

(i) Acquisition growth opportunities

The Manager believes that while Paradigm REIT has growth opportunities through active asset management and asset enhancement, Paradigm REIT will also be able to leverage on the Sponsor's extensive network and track record in sourcing, acquiring and financing real estate assets.

As at the LPD, apart from the Subject Properties, the WCTH Group and its joint ventures owns Le Méridien Petaling Jaya, Hyatt Place Johor Bahru Paradigm Mall and Première Hotel in Klang, as well as concessions in SkyPark Terminal, Sultan Abdul Aziz Shah Airport in Subang and gateway@klia2, KLIA in Sepang which are airport malls.

With effect from the date of completion of the Acquisitions as contemplated under the SPAs, Paradigm REIT will hold the ROFR to purchase any Relevant Assets in the event that:

- (a) WCTH or a WCTH Entity (as defined in Section 14.4 "Salient Terms of the ROFR" of this Prospectus) proposes to sell/dispose the Relevant Assets or any part(s) thereof; or
- (b) WCTH or a WCTH Entity receives any offer from a third party to purchase any part of the Relevant Assets which WCTH or a WCTH Entity is willing to consider,

except for intra-group transfer of the Relevant Assets and the grant of ROFR or reconstruction, amalgamations, restructurings, mergers and analogous events involving WCTH or a WCTH Entity and shall be subject to applicable laws.

The ROFR will provide Paradigm REIT with access to future acquisition opportunities of properties which WCTH or a WCTH Entity have direct control over and/or developed by them. The ROFR is expected to increase the pipeline of assets for Paradigm REIT. The ROFR gives Paradigm REIT the right but not the obligation to acquire the Relevant Assets.

These potential acquisitions of any of the Relevant Assets are expected to enhance the market reach of Paradigm REIT by allowing it to tap into various customer demographics and economic conditions through the diversification of its investment portfolio to spread risk and improve overall investment returns.

The acquisition of any of the Relevant Assets is subject to, among others, the terms of the ROFR as set out in Section 14.4 "Salient Terms of the ROFR" of this Prospectus, due diligence and assessment of commercial viability.

In addition, pursuant to undertaking provided by TSDL, both Paradigm REIT and Pavilion REIT will be given the opportunity to bid for certain assets under scenarios set out in Section 11.5.2 "Undertaking provided by TSDL" of this Prospectus. The undertaking was provided by TSDL to mitigate any actual or potential conflict of interest situation arising from TSDL being a common major shareholder and unitholder and common director of the Sponsor, the Pavilion Manager and Pavilion REIT. The acquisition of any assets pursuant to the undertaking provided by TSDL will be subject to due diligence and assessment of commercial viability.

The Manager may also explore the acquisition of properties developed by third parties should they meet the investment criteria and investment objective of Paradigm REIT.

2. SUBJECT PROPERTIES (Cont'd)

(ii) Embedded upside potential to be realised through active asset management and enhancement

There is scope for increased rental income for the Subject Properties through active asset management. Save for Bukit Tinggi Shopping Centre (excluding ancillary area) which is leased to AEON as master lessee, the Manager intends to constantly engage with the tenants and actively negotiates lease renewals early to ensure tenant retention as well as to source for new tenants to increase occupancy level and optimise trade sector mix at each of the Subject Properties.

The Manager intends to undertake the following asset management opportunities and enhancement initiatives for the Subject Properties:

(a) Bukit Tinggi Shopping Centre

Bukit Tinggi Shopping Centre has undertaken several strategic improvements to increase its value and draw more customers. By positioning Bukit Tinggi Shopping Centre as the preferred venue for bazaar sales, especially during festive seasons, the Manager aims to actively promote these events to generate additional income. A key initiative involves expanding the GLA for the bazaar sales to provide substantial long-term financial benefits.

Additionally, the Manager is focused on enhancing the customer experience by upgrading the rooftop parking to increase capacity of car park bays, resurfacing the ground floor car park, repainting the rooftop car park and installation of LED lighting to improve energy efficiency in the car park areas of Bukit Tinggi Shopping Centre. Lastly, refurbishing the building's facade is set to enhance its visual appeal and overall impression for visitors.

(b) Paradigm Mall PJ

Given Paradigm Mall PJ's proximity to office buildings, residential units and a hotel within its vicinity, the Manager intends to enhance its food & beverage and retail outlets to appeal to its neighbouring communities.

The Manager intends to reconfigure the existing common areas to increase the NLA of Paradigm Mall PJ and introduce additional tenants to ultimately improve the NPI of Paradigm Mall PJ. These enhancements will improve space utilisation, improve retail options for shoppers and offer a more diverse dining experience to its visitors.

(c) Paradigm Mall JB

The Manager intends to maintain Paradigm Mall JB's leading position within Johor Bahru by staying ahead of consumer trends. Market leaders such as Golden Screen Cinemas, Parkson, Uniqlo and Village Grocer encourage international tourists, especially from Singapore, due to the strategic location of the mall being approximately 20-minute drive from Singapore's Woodlands' Checkpoint.

2. SUBJECT PROPERTIES (Cont'd)

Paradigm Mall JB strategically leverages on the growing popularity of lifestyle malls catering to recreational needs and experiential based offerings. To differentiate itself from competitor malls, Paradigm Mall JB currently offers the experience of an indoor roller skating rink called 'Roll On', an indoor climbing facility offered called 'Camp5', in addition to other various recreational facilities offered by its tenants. In addition to these recreational facilities offered by Paradigm Mall JB's tenants, WCTHJ had introduced an indoor version of the Escape Challenge amusement park which will be operated by Sim Leisure Escape Sdn Bhd. Following the soft launch on 30 October 2024, three attractions were open to the public and additional attractions are set to progressively open in the coming months. The full development of the Escape Challenge is expected to be completed by the 2nd quarter of 2025, targeting the youth and young families. This addition to Paradigm Mall JB's offerings aims to enhance the shopping experience by providing a dedicated space for recreational activities, capturing the interest of a broad demographic and adding significant value to its recreational portfolio.

Furthermore, the Manager plans to adopt a sustainable approach by installing solar photovoltaic system on the rooftop of Bukit Tinggi Shopping Centre. WCTHJ has completed the installation of solar photovoltaic system on the rooftop of Paradigm Mall JB in February 2025.

This initiative will not only reduce utility costs but also aligns with the growing trend of environmentally conscious business practices. These upgrades will improve Bukit Tinggi Shopping Centre and Paradigm Mall JB to appeal to a broader audience and meet the evolving expectations of current conscientious consumers.

2.5.5 Experienced management team

Chua Kah Noi Selena, the Chief Executive Officer and Executive Director of the Manager, has over 30 years of experience in property development and investment, corporate management, leasing, retail development and actively participated in the initial public offering and listing of CapitaLand Mall Trust (now known as CapitaLand Integrated Commercial Trust), being the first listed REIT in Singapore. She has been with the WCTH Group for over 7 years overseeing the management of all the retail malls within the WCTH Group's portfolio.

Chong Kian Fah, the Director of Investment, Finance & Accounts of the Manager, joined the WCTH Group as Chief Accountant in August 2008 and was promoted to the position of Director of Corporate and Finance of the Sponsor in January 2017 where he was responsible for overseeing and managing the accounting and financial matters of the WCTH Group and ensure compliance with financial regulations.

The management team consists of experienced retail real estate professionals, many of whom have been with the Sponsor for several years, managing, among others, the respective Subject Properties. Therefore, they maintain familiarity and have in-depth knowledge of the Subject Properties in its respective locations, making them uniquely positioned to stimulate the future growth of Paradigm REIT.

The profiles of the members of the management team of the Manager are set out in Section 6.5.2 "Roles of the Key Management Personnel of the Manager" of this Prospectus.

2. SUBJECT PROPERTIES (Cont'd)

2.5.6 Management Fees structure aligns the Manager's interest with Unitholders

The Management Fees are structured to align the interest of the Manager to the Unitholders. The Manager is entitled to receive a base fee of up to 1.00% per annum of the Total Asset Value of Paradigm REIT (excluding cash and bank balances which are held in non-interest bearing accounts) as well as a performance fee of up to 5.00% per annum of Paradigm REIT's NPI in the relevant financial year but before the deduction of property management fees payable to any property manager(s) appointed to manage any Real Estate. For the Profit Forecast, the Manager will be charging a base fee of 0.3% per annum of the Total Asset Value of Paradigm REIT and performance fee of 3.0% per annum of Paradigm REIT's NPI. The Management Fees payable to the Manager have an incentive-based element which is designed to align the interest of the Manager with those of the Unitholders, through incentivising the Manager to grow Paradigm REIT's Distributable Income.

The Manager may elect to receive Management Fees in cash or Units or a combination of cash and Units as it may at its sole discretion determine.

2.5.7 Prudent capital structure and active capital management

(i) Conservative gearing level with ample debt headroom

Upon Listing, Paradigm REIT will have total indebtedness of RM841.7 million, representing approximately 34.0% of the estimated Total Asset Value of RM2,475.6 million based on Paradigm REIT's Pro Forma Statement of Financial Position.

The debt-to-asset ratio is below the prescribed limit under the REIT Guidelines of 50.0% of the total asset value of a REIT, providing Paradigm REIT with ample debt headroom of up to approximately RM1,237.8 million (including the total indebtedness of RM841.7 million upon Listing).

(ii) Active management to optimise capital structure

The Manager aims to optimise Paradigm REIT's capital structure and cost of capital to manage borrowing cost efficiency to improve returns to the Unitholders. The Manager also intends to use appropriate combinations of debt and equity to fund future acquisitions with the objective of ensuring capital efficiency.

2.6 INDEPENDENT PROPERTY MARKET REPORT

The Manager has engaged the Independent Property Market Consultant to prepare the Independent Property Market Report which describes the real estate markets in which the Subject Properties are located and the outlook for those markets. Please refer to Appendix B "Independent Property Market Report" of this Prospectus for further details.

2.7 RETAIL PROPERTY COMPETITION

Please refer to Appendix B "Independent Property Market Report" of this Prospectus for further details.

2. SUBJECT PROPERTIES (Cont'd)

2.8 VALUATION POLICIES

Independent professional valuations will be obtained annually or such other shorter interval as the Manager deems necessary and these valuations will be conducted on the bases and methods which are in accordance with the Asset Valuation Guidelines. The Manager has engaged the Independent Property Valuer to carry out a valuation of Bukit Tinggi Shopping Centre as at 25 June 2024, and Paradigm Mall PJ and Paradigm Mall JB as at 18 June 2024, as well as an update valuation for the Subject Properties on 31 December 2024.

The table below sets out the value for each of the Subject Properties appraised by the Independent Property Valuer:

Subject Properties	Appraised Value (RM'000)
Bukit Tinggi Shopping Centre	680,000
Paradigm Mall PJ	600,000
Paradigm Mall JB	1,157,000
Total	2,437,000

The Manager has yet to decide on the exact date for the next valuation of the Subject Properties, but in any event, such valuation will be carried out on or before 31 December 2025, in accordance with Paradigm REIT's valuation policy.

Please refer to the Valuation Certificates set out in Appendix A "Valuation Certificates" of this Prospectus, which are to be read together with the full valuation reports for the Subject Properties dated 24 October 2024 and update valuation certificate dated 6 February 2025 for the Subject Properties. Copies of the full valuation reports and update valuation certificate will be available for inspection at the registered office of the Manager for a period of 12 months from the date of this Prospectus.

2.9 MATERIAL INTERRUPTIONS IN PARADIGM REIT'S BUSINESS

Saved as disclosed below, the Subject Properties did not experience any other material interruptions to their business and operations during the FYE 2022 to the FYE 2024 and up to 31 March 2025.

2.9.1 COVID-19 conditions in Malaysia

In 2020, there was an outbreak of the infectious disease known as COVID-19 which led to an unprecedented challenge to public health in Malaysia and globally. The World Health Organisation recognised COVID-19 as a "Public Health Emergency of International Concern" on 30 January 2020 and subsequently classified it as a "pandemic" on 11 March 2020.

The COVID-19 pandemic led to the Government imposing different stages of the movement control order which was implemented from 18 March 2020 to 1 November 2021, closure of international borders and physical distancing, in order to curb the spread of COVID-19. As a result, non-essential retailers, entertainment outlets and malls were ordered to shut down or not able to operate optimally. Relaxations of movement control order were introduced in the 2nd quarter of 2021 however the footfall to malls and retail sales remained low as shoppers were cautious of their spending.

2. SUBJECT PROPERTIES (Cont'd)

The Subject Properties began to experience a gradual recovery after the COVID-19 pandemic, with a more noticeable rebound occurring in late 2021 and throughout 2022. The easing of restrictions, increased vaccination rates, and the reopening of the economy contributed to a resurgence in foot traffic and consumer spending. By mid-2022, improved sales and a return of shoppers were reported, although the recovery varied across the different regions of the Subject Properties.

As the economic and social disruption caused by the pandemic has impacted companies within the retail industry, Gross Rental Income primarily for Paradigm Mall PJ and Paradigm Mall JB experienced a decline due to the rental relief measures implemented during the movement control order period. These relief initiatives were designed to assist tenants facing financial difficulties, resulting in temporary reductions in rental payments. Despite these measures, the Subject Properties continued to generate income due to contractual obligations with tenants.

Due to the COVID-19 pandemic, more sanitising and cleaning activities had been undertaken in the Subject Properties and the cost of purchasing hygiene equipment and tools had increased significantly. This had resulted in higher operating costs for the Subject Properties.

Several strategic cost-cutting measures aimed at ensuring the sustainability of operations amidst the COVID-19 pandemic was the reduction in the usage of mechanical and electrical systems (M&E), particularly air conditioning units. This not only helped lower energy consumption but also significantly reduced utility expenses.

Overall, there was no significant impact to occupancy rates throughout the COVID-19 pandemic as rental rebates were provided by the Vendors to the tenants to ensure the tenant's business continuity and long-term sustainability. For the avoidance of doubt, the COVID-19-related rental rebates have been discontinued in 2024 following the gradual recovery of the Subject Properties. However, these rental rebates had an impact that extended beyond the FYE 2024 due to the straight-lining adjustments of such rental rebates in accordance with the requirements of MFRS 16 and are expected to have minimal impact on the Total Revenue for the FYE 2025. The COVID-19-related rental rebates for the FYE 2022 to the FYE 2024 are set out below:

Subject Properties	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Bukit Tinggi Shopping Centre	274	59	-
Paradigm Mall PJ	6,928	1,122	236
Paradigm Mall JB	7,115	584	591
	<u>14,317</u>	<u>1,765</u>	<u>827</u>

The management team of the Vendors has gained significant experience from navigating the unprecedented challenges impacting the Subject Properties during the COVID-19 pandemic, including restructuring loan repayments and fostering understanding with tenants and has equipped the management team with the necessary expertise to navigate future challenges.

As a result of navigating these challenges together, the relationship between the Vendors and their tenants has been strengthened. The shared experience of managing through the pandemic has fostered a greater sense of partnership and mutual trust, enhancing the long-term stability of these tenancies moving forward.

2. SUBJECT PROPERTIES (Cont'd)

2.10 ACQUISITIONS OF THE SUBJECT PROPERTIES

On 13 March 2025, the Trustee, on behalf of Paradigm REIT, entered into the SPAs with the Vendors for the acquisition of the Subject Properties for a total purchase consideration of RM2,437.0 million to be satisfied in the following manner:

Subject Properties	Vendors	Appraised Value (RM'000)	Purchase consideration (RM'000)	Mode of Settlement	
				Cash Consideration (RM'000)	Consideration Units (RM'000)
Bukit Tinggi Shopping Centre	GWSB	680,000	680,000	330,000	350,000
Paradigm Mall PJ	JPSB	600,000	600,000	370,000	230,000
Paradigm Mall JB	WCTHJ	1,157,000	1,157,000	137,000	1,020,000
Total		2,437,000	2,437,000	837,000	1,600,000

2.11 ESG AWARENESS

2.11.1 Electric vehicle (EV) initiatives

The Subject Properties have taken significant steps to enhance the accessibility of EV charging stations, supporting the transition towards green mobility in Malaysia.

On 17 July 2023, Gentari Green Mobility Sdn Bhd relayed 10 EV charging stations at Bukit Tinggi Shopping Centre and Paradigm Mall PJ respectively and 6 EV charging stations at Paradigm Mall JB in the pursuit of expanding the accessibility of EV charging stations and infrastructure in Malaysia. The collaboration between the Subject Properties and Gentari Green Mobility Sdn Bhd was aimed to further accelerate the green mobility movement while allowing its visitors to enjoy diverse retail offerings, which aligns with the ongoing trends and initiatives in both the retail and automotive industries.

2.11.2 Water efficiency measures

The following initiatives are undertaken at Paradigm Mall PJ and Paradigm Mall JB in order to improve water efficiency:

- (i) **Regular maintenance and checks** - Weekly inspections of water taps and toilet flush systems are conducted to identify equipment defects and prevent wastage. Routine checks are also performed on incoming water pipelines to detect potential leakages;
- (ii) **Optimised chiller and cooling tower usage** - Reducing the operation time of chillers and cooling towers to conserve water and energy;
- (iii) **Water management strategies** - Exploring innovative water management strategies, including proportional distribution of water supply based on usage for amenities, equipment, and tenant consumption;

2. SUBJECT PROPERTIES (Cont'd)

- (iv) **Feasibility study for water storage and harvesting** - Conducting an ongoing feasibility study on the addition of water tank storage and water harvesting systems for non-human usage, despite space constraints;
- (v) **Installation of water-saving fittings** - Progressive installation of water-saving fittings throughout the properties; and
- (vi) **Pressure regulation** - Installation of pressure relief valves to regulate water pressure from the supply system, reducing overall water usage.

2.11.3 Energy efficiency and renewable energy initiatives

The vendors of Paradigm Mall PJ and Paradigm Mall JB incorporated a Building Management System from the onset, designed to monitor energy data and automate energy usage according to a set schedule. Other energy-saving efforts include the staggered start-up and shutdown of daily operations to reduce consumption and the installation of filtration systems at chillers for enhanced equipment efficiency, as chillers consume the highest amount of energy in shopping malls.

To further support sustainability initiatives and enhance environmental responsibility, WCTHJ has implemented a solar photovoltaic system on the rooftop of Paradigm Mall JB with proposed capacity of up to 1,109.79 kWp. This installation was completed in February 2025 and is anticipated to generate approximately 1,301,812 kWh of renewable energy annually. This initiative is aligned with the Manager's commitment to reduce carbon emissions and promote clean energy, contributing to Paradigm REIT's ESG objectives.

2.11.4 Recycling used cooking oil initiatives

Paradigm Mall PJ and Paradigm Mall JB collected 72.92 tonnes of used cooking oil in FY 2024 as a result of an ongoing collaboration with a used cooking oil collection company which facilitated the collection of used cooking oils. The collected oil is then converted into biodiesel, which helps to reduce the amount of used cooking oil disposed in landfills. This initiative is part of Paradigm Mall PJ's and Paradigm Mall JB's effort to avoid waste products being sent to landfills.

2.11.5 Commitment to ESG Standards

The Subject Properties are beneficiaries of the ESG initiatives implemented by the WCTH Group. Paradigm REIT is committed to adopting the necessary approach to monitor and meet ESG standards for its tenants and potential tenants.

2.12 TENANCY/LEASE MANAGEMENT

2.12.1 Paradigm Mall PJ and Paradigm Mall JB

The tenancy agreements for Paradigm Mall PJ and Paradigm Mall JB include terms and conditions relating to the rent, term of the tenancy, the provision of a security deposit as well as renewal and termination of the tenancy. These terms and conditions are varied and negotiated on a case-by-case basis to accommodate the specific needs of tenants and the landlord.

Based on a typical retail tenancy of Paradigm Mall PJ and Paradigm Mall JB, the monthly rent payable by tenants would be:

- (i) base rent (including service charges and promotional charges) and percentage rent; or

2. SUBJECT PROPERTIES (Cont'd)

- (ii) base rent (including service charges and promotional charges) or percentage rent, whichever is higher; or
- (iii) percentage rent only.

The percentage rent is typically calculated based on a pre-determined percentage of a tenant's monthly gross turnover. The service charges are fixed amounts payable by tenants on a per sq ft basis assessed on each tenant for services provided on common areas. The promotional charges are fixed amounts payable by tenants on a per sq ft basis assessed on each tenant to fund the marketing and promotional activities of the mall.

Tenants are required to provide a security deposit of at least 3 months of monthly rental as security for due observance and performance by tenants of their tenancy agreements. Unless otherwise agreed by the landlord, all tenants are generally required to provide utilities, fit-out, restoration and mailbox deposits.

The tenancy agreements entered into by Paradigm Mall PJ and Paradigm Mall JB are generally for 1 year to 3 years terms. The landlord may grant the tenant a renewal of the tenancy agreement upon expiry of the initial term. The tenant's right to exercise the option to renew is subject, among others, to the following:

- (i) the tenant shall make a written request to the landlord of its intention to renew the tenancy agreement no later than 6 months before the expiration of the term of the tenancy;
- (ii) there shall not be any breaches or non-observance by the tenant of the terms and conditions of the tenancy agreement;
- (iii) the tenant shall make payment of the increased security deposit, utilities deposit or any other deposits or charges; and
- (iv) execution of a new tenancy agreement between the landlord and the tenant based on terms and conditions to be agreed by the parties.

In the event the tenant terminates the tenancy agreements prior to the expiry dates, the landlord may re-enter the demised premises and may forfeit the deposits paid by the tenant, and the tenant is required to pay to the landlord liquidated and ascertained damages equivalent to the remainder of the monthly rent for the whole of the unexpired period of the term in addition to other damages and arrears that may be applicable for the breaches by the tenant under the tenancy agreement.

2.12.1 Bukit Tinggi Shopping Centre

Bukit Tinggi Shopping Centre has a fixed rental step-up of 1.6% for the period commencing from 24 November 2024 to 23 November 2025 and another fixed rental step-up of 3.1% for the period commencing from 24 November 2025 to 23 November 2026. The rental commencing from 24 November 2026 will increase based on the prevailing market rate but not exceeding 12.0% of the last rental paid. The AEON Lease Agreement expires on 23 November 2029 with an option to renew upon expiry of the lease for an additional 3 years based on the prevailing market rate but not exceeding 12% of the last rental paid.

The AEON Lease Agreement generally contains terms and conditions relating to the lease and the provision of a security deposit as well as the renewal of the lease.

2. SUBJECT PROPERTIES (Cont'd)

Under the AEON Lease Agreement, in the event the Manager to receives an offer from a third party to purchase Bukit Tinggi Shopping Centre and the Manager intends to sell, the lessor shall grant to AEON, the master lessee, a first right to purchase Bukit Tinggi Shopping Centre on terms and consideration similar to those made by the said third party.

2.13 INSURANCE

The Subject Properties are currently insured under property and liability insurance policies, with coverage features and insured limits that are in line with industry practice in Malaysia. The coverage of these insurances policies includes property loss or damage caused by fire, consequential losses from fire, machinery breakdown, plate glass, burglary and public liability insurance. There are no significant or unusual excess or deductible amounts required under these policies.

There are, however, certain risks not covered by such insurance policies pursuant to typical exclusions such as war, acts of terrorism and radioactive or nuclear risks.

The insurance policies will be endorsed in favour of the Trustee effective from the Completion Date of the SPAs.

2.14 FIRE PROTECTION

The fire protection system for each of the Subject Properties is manned on a 24-hour basis at a fire command centre with the central monitoring system linked to the Fire and Rescue Department of Malaysia (*Jabatan Bomba dan Penyelamat Malaysia*). The Subject Properties have fire safety personnel who form part of an emergency response team and who ensure that all fire protection systems and equipment are in working order. Each of the Subject Properties is also equipped with a fire protection system which includes a fire detection system, fire suppression system and smoke detection system. All the Subject Properties also have fire sprinkler systems with water tanks and wet riser. Each of the Subject Properties has maintenance contracts for the fire protection systems.

2.15 LEGAL PROCEEDINGS

As at the LPD, none of the Subject Properties nor the Manager is currently involved in any material litigation nor, to the best of the Manager's knowledge, any material litigation currently contemplated or threatened against Paradigm REIT or the Manager.

3. DETAILS OF THE OFFERING

3.1 INTRODUCTION

The SC granted its approval for the Offering on 3 March 2025. The approval of the SC shall not be taken to indicate that the SC recommends the Offering. Investors should rely on their own evaluation to assess the merits and risks of the Offering and their investment in Paradigm REIT. In considering the investment, if investors are in any doubt as to the action to be taken, they should consult their stockbroker, bank manager, solicitor, accountant or other professional advisers immediately. For information concerning risk factors which should be considered by prospective investors, see Section 5 “Risk Factors” of this Prospectus.

Bursa Securities’ approval for the admission of all the 1,600.0 million Units to the Official List of the Main Market and for the listing of and quotation for all the said Units as well as the 20.0 million Units to be issued as part payment of the Management Fees on a staggered basis over a period of 5 years, was obtained on 14 April 2025. All the Units will be admitted to the Official List of the Main Market and official quotation will commence after receipt of confirmation from Bursa Depository that all the Units have been credited into the respective CDS Account of the Vendors and/or their nominees (pursuant to the Acquisitions) and the successful applicants and the notices of allotment of the Units have been despatched to the said parties. Admission to the Official List of the Main Market shall not be taken as an indication of the merits of Paradigm REIT, the Units, or the Offering.

Pursuant to Section 14(1) of the SICDA, Bursa Securities will prescribe the Units as a prescribed security. Consequently, the Units will be deposited directly with Bursa Depository. Any dealings in the Units will be carried out in accordance with the Deed, the SICDA and the Rules of Bursa Depository. No unit certificates will be issued to successful applicants.

Pursuant to the Listing Requirements, at least 25.0% of the total number of Units in issue must be held by a minimum number of 1,000 public Unitholders holding not less than 100 Units each upon completion of the Offering and at the point of Listing or such other minimum public unitholding spread requirement at the point of Listing (“**Public Spread Requirement**”). The Manager expects to achieve the Public Spread Requirement at the point of Listing.

In the event Paradigm REIT does not achieve the Public Spread Requirement pursuant to the Offering, Paradigm REIT may not be allowed to proceed with the Listing. In this event, monies paid in respect of all applications will be returned in full without interest.

3.2 TOTAL UNITS TO BE ISSUED

The details of the Units to be issued are as follows:

	No. of Units	(%) ⁽¹⁾
Consideration Units to be issued to the Vendors and/or their nominees pursuant to the Acquisitions		
GWSB	⁽²⁾ 350,000,000	21.9
JPSB	⁽³⁾ 230,000,000	14.4
WCTHJ	⁽⁴⁾ 1,020,000,000	63.7
Total Consideration Units to be issued pursuant to the Acquisitions	1,600,000,000	100.0
Retail Offering	254,657,500	15.9
Institutional Offering	305,342,500	19.1
Total Offer Units	560,000,000	35.0

3. DETAILS OF THE OFFERING (Cont'd)

Notes:

- (1) Based on the total issued Units of 1,600,000,000 Units.
- (2) GWSB will nominate WCTH to receive all the Consideration Units to be issued to GWSB arising from the disposal of Bukit Tinggi Shopping Centre by GWSB to Paradigm REIT.
- (3) Consideration Units to be received by JPSB arising from the disposal of Paradigm Mall PJ by JPSB to Paradigm REIT.
- (4) WCTHJ will nominate WCTH to receive 460,000,000 Consideration Units to be issued to WCTHJ arising from the disposal of Paradigm Mall JB to Paradigm REIT. The remaining 560,000,000 Consideration Units will be made available for sale under the Offering.

There is only one class of units in Paradigm REIT. The Units to be offered, provided that full application monies are paid in full, will rank *pari passu* in all respects with each other and will be entitled to all distributions that may be declared subsequent to the Listing.

3.3 PURPOSE OF THE OFFERING

The purpose of the Offering is as follows:

- (i) to provide the shareholders of WCTH an opportunity to participate in Paradigm REIT directly through subscription of their entitlements as well as an opportunity to benefit from the potential future upside and envisaged growth of Paradigm REIT;
- (ii) to obtain a listing of and quotation for the Units on the Main Market to enhance liquidity as compared to the illiquid nature of the underlying Subject Properties;
- (iii) to gain access to capital markets in order to raise funds for future real estate acquisition; and
- (iv) to provide investors an opportunity to invest in a REIT which provides stable distribution of income and potential capital appreciation on investment in the Units.

3.4 DETAILS OF THE OFFERING

The Offering comprises the following:

- (i) Retail Offering of up to 254,657,500 Units, representing 15.9% of the total Units upon Listing; and
- (ii) Institutional Offering of at least 305,342,500 Units, representing 19.1% of the total Units upon Listing.

The Retail Offering and the Institutional Offering will be allocated in the manner set out below (subject to provisions for Clawback and Reallocation described in Section 3.4.3 "Clawback and Reallocation" of this Prospectus):

	<u>No. of Units</u>	<u>% of total Units</u>
Retail Offering:		
Entitled WCTH Shareholders	194,862,500	12.2
Eligible Directors and Employees	27,795,000	1.7
Malaysian Public via balloting		
- Bumiputra	16,000,000	1.0
- Non-Bumiputera	16,000,000	1.0
Sub-total	254,657,500	15.9

3. DETAILS OF THE OFFERING (Cont'd)

	<u>No. of Units</u>	<u>% of total Units</u>
Institutional Offering:		
Bumiputera investors approved by the MITI	200,000,000	12.5
Other institutional investors and selected investors	105,342,500	6.6
Sub-total	305,342,500	19.1
Total	560,000,000	35.0

The offeror for the Offering is WCTHJ, an indirect wholly-owned subsidiary of the Sponsor ("**Selling Subsidiary**").

3.4.1 Retail Offering

The Retail Offering of up to 254,657,500 Offer Units, representing up to approximately 15.9% of the total Units upon Listing, subject to the Clawback and Reallocation provisions, consists of the following:

- (i) 194,862,500 Offer Units ("**Restricted Offer Units**"), representing 12.2% of the total Units to the Entitled WCTH Shareholders on the basis of 1 Restricted Offer Unit for every 8 existing ordinary shares of WCTH held by the Entitled WCTH Shareholders ("**Restricted Offering**");
- (ii) 27,795,000 Offer Units ("**Pink Form Units**"), representing 1.7% of the total Units upon Listing to the Eligible Directors and Employees ("**Restricted Pink Form Offering**"); and
- (iii) 32,000,000 Offer Units, representing 2.0% of the total Units upon Listing, for application by the Malaysian Public of which 16,000,000 Units are reserved for application by the Bumiputera public ("**Public Offering**"),

at the Retail Price of RM1.00 per Offer Unit, payable in full upon application and subject to refund of the difference between the Retail Price and the Final Retail Price, if the Final Retail Price is less than the Retail Price.

3.4.1.1 Allocation to the Entitled WCTH Shareholder under the Restricted Offering

(i) Number and basis of allocation

194,862,500 Restricted Offer Units, representing approximately 12.2% of the total Units have been allocated for the Entitled WCTH Shareholders on the basis of 1 Restricted Offer Unit for every 8 existing ordinary shares of WCTH held by the Entitled WCTH Shareholders.

The Restricted Offering is non-renounceable and non-tradeable. The Entitled WCTH Shareholders may fully or partially subscribe for their entitlement to the Restricted Offer Units by paying the full Retail Price for their subscriptions. For the avoidance of doubt, should the Entitled WCTH Shareholders choose not to fully or partially subscribe for their entitlements to the Restricted Offer Units, they will not receive any cash for their entitlements under the Restricted Offering and any unsubscribed Restricted Offer Units ("**Excess Restricted Offer Units**") will be made available for application to the other Entitled WCTH Shareholders who have applied for the Restricted Offer Units in excess of their pre-determined allocation ("**Excess Restricted Offer Units Applications**").

3. DETAILS OF THE OFFERING *(Cont'd)*

Fractional entitlements arising from the Restricted Offering will be disregarded and the aggregate of such fractions will be dealt with in such manner or on such terms as the Board and the board of directors of WCTH may in its absolute discretion deem fit, necessary and/or expedient, fair and equitable and in the best interest of Paradigm REIT.

As at the LPD, TSDL has a direct equity interest of 6.7% and indirect equity interest of 16.5% in WCTH. Collectively, TSDL's direct and indirect equity interest in WCTH is 23.2%. TSDL will be entitled to a total of 45,295,353 Restricted Offer Units, representing 2.8% of the total Units upon Listing. In order to mitigate TSDL's potential conflict of interest by virtue of his interest in WCTH and Pavilion REIT which may arise from the REIT Establishment, TSDL has undertaken not to subscribe for his entire entitlement of 45,295,353 Restricted Offer Units which will then be made available for Excess Restricted Offer Units Applications.

(ii) **Excess Restricted Offer Units Applications**

Excess Restricted Offer Units will be made available for application by the other Entitled WCTH Shareholders under the Excess Restricted Offer Units Applications. The Board and the board of directors of WCTH reserve the right to allocate any Excess Restricted Offer Units to the Entitled WCTH Shareholder who have made an Excess Restriction Offer Units Application, in a fair and equitable basis and in such manner as it deems fit and expedient and in the best interest of Paradigm REIT. It is the intention of the Board and the board of directors of WCTH to allocate the Excess Restricted Offer Units, if any, in the following priority:

- (a) firstly, to minimise odd lots; and
- (b) secondly, for allocation to the Entitled WCTH Shareholders who applied for the Excess Restricted Offer Units, on a pro-rata basis based on the Entitled WCTH Shareholders respective shareholdings in WCTH at the Entitlement Date which is to be rounded down to the nearest Unit.

The Manager and WCTH also reserve the right to accept any Excess Restricted Offer Units Application, in full or in part, without assigning any reason. Thereafter, any unsubscribed Restricted Offer Units unallocated to the Entitled WCTH Shareholder will be made available for application by the institutional investors and selected investors under the Institutional Offering, the Eligible Directors and Employees under the Restricted Pink Form Offering and/or the Malaysian public under the Public Offering subject to the Clawback and Reallocation provisions.

3.4.1.2 Allocation to Eligible Directors and Employees under the Restricted Pink Form Offering

(i) **Number and basis of allocation**

27,795,000 Offer Units ("**Pink Form Units**"), representing approximately 1.7% of the total Units upon Listing, have been reserved for the Eligible Directors and Employees, to be allocated as follows:

- (a) 1,700,000 Pink Form Units reserved for applications by the Eligible Directors; and
- (b) 26,095,000 Pink Form Units reserved for applications by the Eligible Employees.

A summary of the allocation of the 27,795,000 Pink Form Units as described above is set out below:

3. DETAILS OF THE OFFERING (Cont'd)

Eligible persons	No. of eligible persons ⁽³⁾	Aggregate no. of Pink Form Units allocated
Eligible Directors ⁽¹⁾	13	1,700,000
Eligible Employees ⁽²⁾	1,510	26,095,000
Total	1,523	27,795,000

Notes:

- (1) TSDL and Dato' Lee have voluntarily opted out of the Restricted Pink Form Offering to mitigate any potential conflict of interest situation that may arise. The allocation of Pink Form Units to the other Eligible Directors of the Sponsor and the Manager is as follows:

Name	Designation	No. of Pink Form Units allocated
<u>Eligible Directors of the Sponsor</u>		
Datuk Chow Ying Choon	Deputy Managing Director	500,000
Tan Sri Marzuki Bin Mohd Noor	Independent Non-Executive Director	100,000
Datuk Ab Wahab Bin Khalil	Independent Non-Executive Director	100,000
Dato' Ng Sooi Lin	Independent Non-Executive Director	100,000
Ng Soon Lai @ Ng Siek Chuan	Independent Non-Executive Director	100,000
Rahana Binti Abdul Rashid	Independent Non-Executive Director	100,000
		<u>1,000,000</u>
<u>Eligible Directors of the Manager</u>		
Tan Sri Shahril Ridza Bin Ridzuan	Chairman/Independent Non-Executive Director	100,000
Dato' Ng Wan Peng	Independent Non-Executive Director	100,000
Kua Choo Kai	Independent Non-Executive Director	100,000
Dr. Lee Khuan Eoi	Independent Non-Executive Director	100,000
General Tan Sri Dato' Seri Panglima Ts Zulkifli Bin Zainal Abidin (Retired)	Non-Independent Non-Executive Director	100,000
Lai Cheng Yee	Non-Independent Non-Executive Director	100,000
Chua Kah Noi Selena	Executive Director	100,000
		<u>700,000</u>
Total		<u>1,700,000</u>

3. DETAILS OF THE OFFERING *(Cont'd)*

The criteria for allocation to the abovementioned Eligible Directors are based on, among others, their respective roles and responsibilities in the Sponsor and the Manager respectively.

Please refer to Section 11.5 “Interests of Directors and other substantial shareholders of the Manager in other corporations carrying on similar business” of this Prospectus for further information on the potential conflict of interest situations involving TSDL and Dato’ Lee.

- (2) *The criteria for allocation to the Eligible Employees are based on the following factors:*
 - (a) *in respect of Eligible Employees of the WCTH Group –*
 - (i) *the Eligible Employees must be a full-time confirmed employee and on the payroll of the WCTH Group and who has not submitted his/her resignation as at the date of allocation until the date of this Prospectus; and*
 - (ii) *the number of Pink Form Units allocated is based on, among others, his/her performance, seniority within the WCTH Group as well as contributions leading up to the Listing; and*
 - (b) *in respect of Eligible Employees of the Manager –*
 - (i) *the Eligible Employees must be a full-time confirmed employee and on the payroll of the Manager and who has not submitted his/her resignation as at the date of allocation until the date of this Prospectus; and*
 - (ii) *the number of Pink Form Units allocated is based on, among others, his/her past performance, seniority as well as contributions to the WCTH Group leading up to the Listing prior to their employment with the Manager.*
- (3) *Number of Eligible Directors and Employees as at the LPD.*

Any unsubscribed Pink Form Units will be offered to other Eligible Directors and Employees as excess Units applications (“**Excess Pink Form Units Applications**”).

(ii) **Excess Pink Form Units Applications**

Any Pink Form Units not taken up under the Restricted Pink Form Offering (“**Excess Pink Form Units**”) shall be made available for application by the Eligible Directors and Employees who have applied for Excess Pink Form Units on top of their pre-determined allocation. It is the intention of the Board and the board of directors of WCTH to allocate the Excess Pink Form Units, if any, in the following priority:

- (a) firstly, allocation on a pro-rata basis based on the number of Excess Pink Form Units applied by the Eligible Directors and Employees; and
- (b) secondly, to minimise odd lots.

3. DETAILS OF THE OFFERING *(Cont'd)*

The Board and the board of directors of WCTH reserve the right to allocate any Excess Pink Form Units to the Eligible Directors and Employees who have made an Excess Pink Form Units Application, in a fair and equitable basis and in such manner as it deems fit and expedient and in the best interest of Paradigm REIT. The Manager and WCTH also reserve the right to accept any Excess Pink Form Units Application, in full or in part, without assigning any reason. Thereafter, any unsubscribed Pink Form Units unallocated to the Eligible Directors and Employees will be made available for application by the Entitled WCTH Shareholders under the Restricted Offering and/or Malaysian Public under the Public Offering and the institutional investors and selected investors under the Institutional Offering, subject to the Clawback and Reallocation provisions.

3.4.1.3 Allocation to the Malaysian Public under Public Offering

32,000,000 Offer Units shall be allocated for subscription by the Malaysian Public, of which 16,000,000 Offer Units have been set aside for application by Bumiputera individuals, companies, co-operatives, societies and institutions. Any Units not subscribed by such Bumiputera investors will be made available for application by other Malaysian Public under the Public Offering, Eligible Directors and Employees under the Restricted Pink Form Offering, Entitled WCTH Shareholders under the Restricted Offering and/or by institutional investors and selected investors under the Institutional Offering, subject to Clawback and Reallocation provisions.

3.4.2 Institutional Offering

Institutional Offering to Malaysian institutional investors and selected investors at the Institutional Price payable in full upon allocation and determined by way of bookbuilding on the Price Determination Date will be allocated in the following manner:

- (i) 200,000,000 Offer Units, representing 12.5% of the total Units upon Listing to Bumiputera investors approved by the MITI; and
- (ii) at least 105,342,500 Offer Units to other institutional investors and selected investors.

3.4.3 Clawback and Reallocation

The Institutional Offering and the Retail Offering will be subject to the following Clawback and Reallocation provisions:

- (i) in the event of under-subscription by Bumiputera investors approved by the MITI under the Institutional Offering (“**MITI Tranche**”), such Offer Units will be made available for subscription –
 - (a) firstly, by Bumiputera public under the Public Offering;
 - (b) secondly, by Malaysian institutional investors under the Institutional Offering;
 - (c) thirdly, by other institutional investors and selected investors under the Institutional Offering; and
 - (d) fourthly, by the Eligible Directors and Employees under the Restricted Pink Form Offering (after the reallocation of Excess Pink Form Units) and/or Entitled WCTH Shareholders under the Restricted Offering (after the reallocation of Excess Restricted Offer Units) and/or non-Bumiputera public under the Public Offering,

at the discretion of the Joint Bookrunners upon consultation with the Manager and the Sponsor;

3. DETAILS OF THE OFFERING *(Cont'd)*

- (ii) subject to Section 3.4.3(i) above, the Offer Units may be clawed back and reallocated to the Retail Offering from the Institutional Offering in the event of an over-subscription in the Retail Offering and a corresponding under-subscription in the Institutional Offering, at the discretion of the Joint Bookrunners upon consultation with the Manager and the Sponsor;
- (iii) in the event of under-subscription by the Eligible Directors and Employees under the Restricted Pink Form Offering (after reallocation of the Excess Pink Form Units), such Offer Units may be made available for subscription –
 - (a) firstly, by the Entitled WCTH Shareholders under the Restricted Offering (after the reallocation of Excess Restricted Offer Units) and/or Malaysian public under the Public Offering; and
 - (b) secondly, by institutional investors and selected investors under the Institutional,

at the discretion of the Joint Bookrunners upon consultation with the Manager and the Sponsor;
- (iv) in the event of under-subscription by the non-Bumiputera applicants under the Public Offering, such Offer Units may be made available for subscription –
 - (a) firstly, by Bumiputera public under the Public Offering;
 - (b) secondly, by the Eligible Directors and Employees under the Restricted Pink Form Offering (after the reallocation of Excess Pink Form Units) and/or Entitled WCTH Shareholders under the Restricted Offering (after the reallocation of Excess Restricted Offer Units); and
 - (c) thirdly, by institutional investors and selected investors under the Institutional Offering,

at the discretion of the Joint Bookrunners upon consultation with the Manager and the Sponsor;
- (v) in the event of under-subscription by the Bumiputera public under the Public Offering, such Offer Units may be made available for subscription –
 - (a) firstly, by non-Bumiputera public under the Public Offering;
 - (b) secondly, by the Eligible Directors and Employees under the Restricted Pink Form Offering (after the reallocation of Excess Pink Form Units) and/or Entitled WCTH Shareholder under the Restricted Offering (after the reallocation of Excess Restricted Offer Units); and
 - (c) thirdly, by institutional investors and selected investors under the Institutional Offering,

at the discretion of the Joint Bookrunners upon consultation with the Manager and the Sponsor; and
- (vi) in the event of an under-subscription of Offer Units by the Entitled Shareholders under the Restricted Offering (after the reallocation of Excess Restricted Offer Units), such Offer Units may be made available for subscription by institutional investors and selected investors under the Institutional Offering, the Eligible Directors and Employees under the Restricted Pink Form Offering (after the reallocation of Excess Pink Form Units) and/or Malaysian public under the Public Offering, at the discretion of the Joint Bookrunners upon consultation with the Manager and the Sponsor.

3. DETAILS OF THE OFFERING *(Cont'd)*

Thereafter, the Joint Underwriters shall subscribe and/or procure subscription for any remaining Offer Units under the Retail Offering, based on the terms of the Underwriting Agreement.

The above Clawback and Reallocation provisions shall not apply in the event of an oversubscription or under-subscription in both the Institutional Offering and the Retail Offering or an under-subscription in either the Institutional Offering or the Retail Offering but no oversubscription in the other.

3.4.4 Minimum Subscription

There is no minimum subscription in terms of the cash to be raised from the Offering. However, the minimum subscription will be in terms of the number of Units to be subscribed for Paradigm REIT to have at least 25.0% of the total number of Units in issue to be held by 1,000 public Unitholders holding not less than 100 Units each upon completion of the Offering and at the point of the Listing.

If the Offering is not completed and/or the Manager decides in its absolute discretion not to proceed with the Listing, monies paid in respect of any application for the Offer Units will be returned to the applicants without interest. For the risk on failure in Listing, please refer to Section 5.3.15 "Failure in the Listing will result in refund monies without interest" of this Prospectus.

3.5 INDICATIVE TIMETABLE

An indicative timetable for the Offering is set out below:

Date and Time	Event
28 April 2025	Announcement of Entitlement Date
14 May 2025	Entitlement Date
16 May 2025, 10.00 a.m.	Opening of the Retail Offering and Institutional Offering
23 May 2025, 5.00 p.m.	Closing of the Retail Offering
23 May 2025, 5.00 p.m.	Closing of the Institutional Offering
27 May 2025	Price Determination Date
28 May 2025	Balloting of applications for Offer Units pursuant to the Public Offering
9 June 2025	Allotment of Offer Units to successful applicants
10 June 2025	Listing of Paradigm REIT on the Main Market

The above timetable is indicative only and is subject to change. If there is any change or extension of the abovementioned dates, it will be announced by way of advertisement in a widely circulated Bahasa Malaysia and English newspaper within Malaysia.

3. DETAILS OF THE OFFERING *(Cont'd)*

3.6 BASIS OF DETERMINING THE PRICE OF THE OFFER UNITS

3.6.1 Retail Price

The Retail Price of RM1.00 per Offer Unit was determined and agreed upon by the Manager, the Sponsor and Selling Subsidiary in consultation with the Principal Adviser, Joint Bookrunners and the Joint Underwriters after taking into consideration the following factors:

- (i) the financial history and condition of the Subject Properties;
- (ii) the pro forma NAV per Unit upon Listing of approximately RM1.00;
- (iii) the forecast distribution yields of Paradigm REIT;
- (iv) the future prospects of Paradigm REIT; and
- (v) the prevailing capital and property market conditions and sentiments.

The Final Retail Price will be determined after the Institutional Price is fixed on the Price Determination Date and will be equal to the lower of:

- (i) the Retail Price of RM1.00 per Offer Unit; or
- (ii) the Institutional Price,

subject to rounding to the nearest sen.

In the event that the Final Retail Price is lower than the Retail Price, the difference between the Retail Price and the Final Retail Price will be refunded to the successful applicants, without any interest. Further details on the refund mechanism are set out in Section 3.6.3 “Refund mechanism” of this Prospectus.

The Final Retail Price will not, in any event, be higher than the Retail Price of RM1.00 per Offer Unit.

The Final Retail Price and the Institutional Price are expected to be announced within 2 Market Days from the Price Determination Date via Bursa Listing Information Network. In addition, all successful applicants will be given written notice of the Final Retail Price and the Institutional Price, together with the notices of allotment.

Applicants should also note that the market price of the Units upon Listing is subject to the vagaries of market forces and other uncertainties which may affect the price of the Units.

3.6.2 Institutional Price

The Institutional Price will be determined by a bookbuilding wherein prospective institutional investors and selected investors will be invited to bid for portions of the Institutional Offering by specifying the number of Offer Units that they would be prepared to acquire and the price that they would be prepared to pay for the subscription. This bookbuilding process is expected to start on 16 May 2025 and will end on 23 May 2025 or such other dates as the Manager and the Joint Bookrunners may decide at their absolute discretion. Upon completion of the bookbuilding process, the Institutional Price will be fixed via agreement between the Manager and the Joint Bookrunners on the Price Determination Date.

3. DETAILS OF THE OFFERING (Cont'd)

3.6.3 Refund mechanism

In the event that the Final Retail Price is lower than the Retail Price, the difference will be refunded to the applicant without any interest thereon. The refund will be credited into the applicant's bank account for purposes of cash dividend/distribution if the applicant has provided such bank account information to Bursa Depository or despatched, in the form of cheques, by ordinary post to his address maintained with Bursa Depository if the applicant has not provided such bank account information to Bursa Depository for applications made via Application Forms, or by crediting into his account with the Electronic Participating Financial Institutions for applications made via the Electronic Application or by crediting into his account with the Internet Participating Financial Institutions for applications made via the Internet Application, within 10 Market Days from the date of final ballot of Applications, at the applicant's own risk.

3.6.4 Expected Market Capitalisation

Based on an illustrative price of RM1.00 per Offer Unit and the listing of 1,600,000,000 Units, the total market capitalisation of Paradigm REIT upon Listing is estimated to be approximately RM1,600,000,000.00.

3.7 LISTING SCHEME

In conjunction with, and as an integral part of the Listing, the Manager undertook the listing scheme, as follows:

3.7.1 Acquisitions

On 13 March 2025, the Trustee, on behalf of Paradigm REIT, entered into the SPAs with the Vendors, for the Acquisitions for a total purchase consideration of RM2,437.0 million. The breakdown of the Acquisitions as well as the purchase consideration are as follows:

Vendors	Subject Properties	Valuation / Consideration (RM)	Mode of Settlement	
			Consideration Units (RM) ⁽¹⁾	Cash Consideration (RM)
GWSB	Bukit Tinggi Shopping Centre	680,000,000	⁽²⁾ 350,000,000	330,000,000
JPSB	Paradigm Mall PJ	600,000,000	⁽³⁾ 230,000,000	370,000,000
WCTHJ	Paradigm Mall JB	1,157,000,000	⁽⁴⁾ 1,020,000,000	137,000,000
Total		2,437,000,000	1,600,000,000	837,000,000

Notes:

- (1) The issue price for the Consideration Units is assumed to be RM1.00 per Consideration Unit.
- (2) GWSB will nominate WCTH to receive all the new Units to be issued to GWSB arising from the disposal of Bukit Tinggi Shopping Centre by GWSB to Paradigm REIT.
- (3) Consideration Units to be received by JPSB arising from the disposal of Paradigm Mall PJ by JPSB to Paradigm REIT.

3. DETAILS OF THE OFFERING *(Cont'd)*

- (4) *WCTHJ will nominate WCTH to receive 460,000,000 Consideration Units to be issued to WCTHJ arising from the disposal of Paradigm Mall JB to Paradigm REIT. The remaining 560,000,000 Consideration Units will be made available for sale under the Offering.*

The total purchase consideration for the Acquisitions of RM2,437.0 million was arrived at based on the independent valuation of the Subject Properties of RM2,437.0 million as at the valuation date of 18 June 2024 (in the case of Paradigm Mall PJ and Paradigm Mall JB) and 25 June 2024 (in the case of Bukit Tinggi Shopping Centre) and subsequently updated on 31 December 2024.

The total purchase consideration for the Acquisitions of RM2,437.0 million will be satisfied through:

- (i) the issuance of 1,600,000,000 Consideration Units at an issue price of RM1.00 per Consideration Unit, to be credited as fully paid-up; and
- (ii) cash consideration of RM837.0 million, to be funded from the issuance of MTN under the MTN Programme.

Paradigm REIT will acquire the Subject Properties in accordance with the terms of the SPAs. As at the date of this Prospectus, the Acquisitions are still pending completion. For further details of the SPAs, please refer to Section 14.3 “Salient Terms of the SPAs” of this Prospectus.

Note that if the SPAs are not completed in accordance with the terms therein contained, there will be no Acquisitions by Paradigm REIT and the Listing will not proceed and Paradigm REIT will be unwound. In the event Units have been allotted, the Unitholders who were allotted Units under the Offering will only receive their monies following the completion of the winding up of Paradigm REIT in accordance with the terms of the Deed.

3.8 REIT FINANCING

Paradigm Capital is a special purpose vehicle, incorporated on 2 October 2024 and wholly owned by the Trustee on behalf of Paradigm REIT, assuming the role of the issuer for the MTN Programme with a programme limit of up to RM5,000.0 million in nominal value to raise financing for and on behalf of Paradigm REIT.

The MTN Programme and the relevant documents and information thereto has been lodged with the SC pursuant to the SC’s Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework.

On 24 April 2025, Paradigm Capital entered into a programme agreement with Maybank IB and AmlInvestment Bank to establish the MTN Programme. The MTN Programme shall have a perpetual tenure and may entail multiple issuances of rated and/or unrated MTN (“**Issue(s)**”). The proceeds from issuance of the MTNs shall be utilised for the following purposes:

- (i) to advance the Paradigm REIT pursuant to the financing agreement(s) to be entered into between Paradigm Capital and the Trustee (“**REIT Trustee Financing Agreement(s)**”) for the purpose of –
 - (a) financing or part financing the investment activities (including capital expenditure, asset enhancement and the related acquisitions and financing expenses) of the Paradigm REIT;
 - (b) refinancing of existing and/or future borrowings/facilities of the Paradigm REIT (or any special purpose vehicle wholly-owned by the Paradigm REIT vide the Trustee), for its investment activities (including capital expenditure, asset enhancement and the related acquisitions and financing expenses); and/or

3. DETAILS OF THE OFFERING *(Cont'd)*

- (c) working capital requirement of the Paradigm REIT,
in each case, in accordance with the Deed and the REIT Guidelines;
- (ii) to refinance the maturing MTNs on their respective legal maturity date or expected maturity date;
- (iii) to refinance/repay/prepay any financing facilities of Paradigm Capital;
- (iv) to fund the relevant debt service reserve account and/or trustee's reimbursement account;
- (v) to defray all relevant fees and expenses incurred under the MTN Programme; and/ or
- (vi) such other purposes to be determined by Paradigm Capital and MTN Programme's joint lead arrangers/lead manager(s) prior to each issuance of MTNs.

The first Issue of the MTNs to be issued under the MTN Programme ("**Issue 1**") shall be rated by RAM Rating Services Berhad ("**RAM**"). Proceeds raised from the Issue 1 shall be advanced to the Paradigm REIT to, among others, finance the Cash Consideration in accordance with the terms of the SPAs.

For the Issue 1, RAM has assigned the following preliminary ratings to the MTNs:

Class	Credit Rating Assigned	Amount (RM million)
Class A MTNs	AAA	735.0
Class B MTNs	AA ₂	115.0
Total		850.0

Currently, the weighted average indicative rates assumed for similarly rated MTN of this nature on an assumed tenure of up to 7 years is approximately 4.44% per annum.

The MTN to be issued under the Issue 1 are to be secured against, among others, the following:

- (i) third-party first-ranking legal assignment(s) of the SPAs by the Trustee in favour of the security trustee of the MTN Programme ("**Security Trustee**");
- (ii) third-party first-ranking legal charge over the Subject Properties by the Trustee in favour of the Security Trustee under the National Land Code ("**NLC**") over the Subject Properties;
- (iii) pending the creation and/or perfection of the aforesaid land charge over the Subject Properties, a third party specific debenture over the Subject Properties by the Trustee in favour of the Security Trustee and a private caveat over the Subject Properties;

3. DETAILS OF THE OFFERING *(Cont'd)*

- (iv) third-party first-ranking legal assignment by the Trustee in favour of the Security Trustee over all the Trustee's rights, titles, interests and benefits under the tenancy agreements and/or lease agreements and/or like agreements in relation to the Subject Properties or, as the case may be, the letting and/or leasing of the Subject Properties (including, without limitation, any and all consideration and/or rental payable thereunder) provided that for the assignment which requires consent from the relevant counterparty, the Trustee is able to obtain such consent from the relevant counterparty. In the event the Trustee is unable to obtain consent from the relevant counterparty for such assignment despite best efforts by the Trustee to the satisfaction of the Security Trustee, the Trustee shall assign all the Trustee's rights, titles, interests and benefits in and under the proceeds arising from the tenancy agreements and/or lease agreements and/or like agreements in relation to the Subject Properties or, as the case may be, the letting and/or leasing of the Subject Properties including the rights to claim, take legal action and recover such proceeds from the counterparty;
- (v) third-party first-ranking legal assignment by the Trustee in favour of the Security Trustee over all the Trustee's rights, titles, interests and benefits in and under all takaful/insurance policies required to be taken up for the Subject Properties;
- (vi) third-party first-ranking legal charge and assignment by the Trustee in favour of the Security Trustee over all the Trustee's rights, titles, interests and benefits in and under the collection account, proceeds account and operations account;
- (vii) first-party first-ranking legal charge and assignment by Paradigm Capital in favour of the Security Trustee over all Paradigm Capital's rights, titles, interests and benefits in and under the debt service reserve account;
- (viii) irrevocable power of attorney to be granted by the Trustee in favour of the Security Trustee to deal with matters including without limitation to the application for subdivision (if any), the collection of title on behalf of the Trustee, the disposal of the Subject Properties and the collection of rental, the management and operation of the Subject Properties upon occurrence of a trigger event;
- (ix) letter of undertaking from the Manager in favour of the bond trustee of the MTN Programme ("**Bond Trustee**") and the Security Trustee, among others:
 - (a) to deposit all rental cash flows, deposits and other income, in relation to the Subject Properties and any proceeds generated from the Subject Properties into the relevant collection account and all insurance claim proceeds in relation to the Subject Properties into the relevant proceeds account; and
 - (b) that it shall not make or permit to make any withdrawal from the designated accounts in respect of the Subject Properties for the declaration of any income distributions to the Paradigm REIT's unitholders, if:
 - (1) an event of default and/or trigger event has occurred and is continuing or will occur as a result of such payment or distribution; or
 - (2) the financial covenants are not met prior to and/or will not be met after such distribution;
- (x) undertaking from the Trustee in favour of the Bond Trustee and the Security Trustee, among others, to perform all its obligations and comply with all the covenants and undertakings under the MTN Programme and the Issue 1; and

3. DETAILS OF THE OFFERING *(Cont'd)*

- (xi) first-party first-ranking legal assignment by Paradigm Capital in favour of the Security Trustee over all Paradigm Capital's rights, titles, interests and benefits in and under the Issue 1's REIT Trustee Financing Agreement.

The mode of issuance of the MTNs shall be by way of either private placement, bought deal and/or book building on best effort basis.

3.9 UTILISATION OF PROCEEDS

As Paradigm REIT will not be issuing any new Units under the Offering, Paradigm REIT will not receive any cash from the Offering.

Estimated Listing expenses of approximately RM7.4 million to be incurred will be funded through the MTN Programme undertaken by Paradigm Capital and internally generated funds of Paradigm REIT from the Subject Properties. The expenses will be fully settled within 1 month from the Listing. The breakdown of the estimated expenses in relation to the Listing is as follows:

Estimated Listing expenses	RM'000
Professional and advisory fees	6,984
Regulatory fees	318
Printing, investor relations and other related expenses	83
Total	7,385

3.10 BROKERAGE, UNDERWRITING COMMISSION, PLACEMENT FEE AND OTHER FEES AND CHARGES

3.10.1 Brokerage

The Selling Subsidiary will bear brokerage relating to the Offer Units made available for application under the Retail Offering at the rate of 1.0% of the Retail Price in respect of successful applications which bear the stamp of Maybank IB, participating organisations of Bursa Securities, members of the Association of Banks in Malaysia, members of the Malaysian Investment Banking Association and/or the Issuing House.

The Joint Bookrunners are entitled to charge brokerage to successful applicants under the Institutional Offering. For the avoidance of doubt, the brokerage commission under the Institutional Offering will not be payable by Paradigm REIT.

3.10.2 Underwriting Commission

As stipulated in the Retail Underwriting Agreement, the Sole Managing Underwriter and Joint Underwriters has agreed to underwrite the Offer Units made available for application under the Retail Offering for an underwriting commission of up to 2.50% (exclusive of applicable tax) of the amount equal to the Retail Price multiplied by the 254,657,500 Offer Units underwritten under the Retail Offering in accordance with the terms of the Retail Underwriting Agreement.

3.10.3 Placement Fee

Pursuant to the Placement Agreement to be entered into by the relevant parties, the Selling Subsidiary agrees to pay the Joint Bookrunners for the Institutional Offering, a placement fee of up to 2.50% (exclusive of applicable tax) of the amount equal to the gross proceeds raised under the Institutional Offering, being the number of Offer Units under the Institutional Offering at the Institutional Price.

3. DETAILS OF THE OFFERING *(Cont'd)*

3.10.4 Fees and Charges Payable Directly by Unitholders

The following is a summary of the amount of certain fees and charges payable by the Unitholders in connection with the purchase, sale and holding of their investments in Paradigm REIT or trading of the Units (so long as the Units are listed):

	Payable by Unitholders directly	Amount payable
(i)	Bursa Securities clearing fee	0.03% of the transaction value, subject to a maximum of RM1,000.00 per transaction
(ii)	Brokerage	A percentage of the transaction value prescribed by or negotiated with the ADAs, subject to a minimum of RM40.00 per transaction save for (i) online routed retail transactions, (ii) transactions executed in less than a board lot, and (iii) transactions paid with cash up front, for which the minimum brokerage fees are fully negotiable
(iii)	Stamp duty	RM1.00 for every RM1,000.00 or fractional part of the transaction value, subject to a maximum of RM200.00 per transaction

The above rates may be subject to changes by the relevant parties. Further information on the charges you may incur from the trading of Units on Bursa Securities may be found on Bursa Securities' website at www.bursamalaysia.com.

3. DETAILS OF THE OFFERING *(Cont'd)*

3.11 SALIENT TERMS OF THE UNDERWRITING AGREEMENT

Subject to the terms and conditions contained in the Underwriting Agreement, the Joint Underwriters agree to underwrite the 254,657,500 Offer Units under the Retail Offering, subject to the Clawback and Reallocation provisions. In consideration for the Joint Underwriters acting as the underwriters to subscribe and/or procure subscribers, the Joint Underwriters will receive an underwriting commission of up to 2.50% (exclusive of applicable tax) of the amount equal to the Retail Price multiplied by the 254,657,500 Offer Units underwritten under the Retail Offering.

The following is an extract of the salient terms contained in the Underwriting Agreement:

Notwithstanding anything contained in the Underwriting Agreement, the Sole Managing Underwriter (for and on behalf of the Joint Underwriters), may by notice in writing to the Sponsor, the Selling Subsidiary, the Manager and the Trustee given at any time before the date of Listing, terminate, cancel and withdraw its underwriting commitment if in the opinion of the Sole Managing Underwriter:

- (a) there is any breach or failure on the part of the Manager, the Trustee, the Sponsor or the Selling Subsidiary to perform any obligations contained in the Underwriting Agreement which results in any event, development or occurrence, or series of events, developments or occurrences, which, in the reasonable opinion of the Sole Managing Underwriter, have or would have a material adverse effect, whether individually or in the aggregate, and whether or not arising in the ordinary course of business, on any of the following: (i) the condition (financial, business, operations or otherwise), contractual commitments, management, general affairs, business, assets, liquidity, liabilities, prospects, earnings, undertakings, unitholders' equity, properties or results of operations of Paradigm REIT or the Subject Properties taken as a whole; (ii) the ability of the Manager, the Selling Subsidiary, the Trustee or the Sponsor to perform in any respect its obligations under or with respect to, or to consummate the transactions contemplated by, this Prospectus, the Underwriting Agreement, the Placement Agreement and each of the lock-up agreement (collectively, "**Transaction Agreements**"); (iii) the IPO including but not limited to the success of the IPO or the sale of the Offer Units pursuant to the IPO ("**Material Adverse Effect**") and, where such breach or failure is capable of remedy, the same not being remedied within 5 business days or such number of days which the parties may mutually agree upon in writing;
- (b) there is an occurrence of any event or discovery of any fact or circumstances rendering any of the warranties set out in the Underwriting Agreement untrue, inaccurate, incorrect or misleading or ceases to be true, accurate and correct or becomes misleading, in any respect or any of the undertakings made by the Manager, the Trustee, the Sponsor or the Selling Subsidiary under the Underwriting Agreement not complied with, breached and/or failed to be performed in any respect;
- (c) the Manager, the Trustee, the Sponsor or the Selling Subsidiary withholds any information from the Sole Managing Underwriter and the Joint Underwriters, which has a Material Adverse Effect;
- (d) there shall have occurred, happened or come into effect any event or series of events beyond the reasonable control of the Sole Managing Underwriter and the Joint Underwriters by reason of Force Majeure (as defined herein) which would have a Material Adverse Effect or which would have or is likely to have the effect of making any obligation under the Underwriting Agreement incapable of performance in accordance with its terms. "Force Majeure" means causes which are unpredictable and beyond the reasonable control of the Party claiming Force Majeure which could not have been avoided or prevented by reasonable foresight, planning and implementation including but not limited to:

3. DETAILS OF THE OFFERING *(Cont'd)*

- (i) war, acts of warfare, sabotages, hostilities, invasion, incursion by armed force, act of a hostile army, nation or enemy, civil war or commotion, hijacking, terrorism;
- (ii) riot, uprising against constituted authority, civil commotion, disorder, rebellion, organised armed resistance to the government, insurrection, revolt, military takeover or usurped power;
- (iii) natural catastrophe including but not limited to earthquakes, floods, fire, storm, lightning, tempest, explosions, accident, or other acts of God; or
- (iv) any local, national or international occurrence or outbreak of disease, or pandemic (excluding the current state of COVID-19 endemic), epidemic, the imposition of lockdowns or similar measures to control the spread of any epidemic, any outbreak or material escalation of hostilities or national emergency, whether war has been declared or not, or insurrection or armed conflict or terrorist event (whether or not involving financial markets), the occurrence of any other calamity or crisis or emergency or any event or series of events in the nature of force majeure, or deterioration of any such condition;
- (e) there shall have occurred any government requisition that affects, among others, the operation of the Subject Properties or other events whatsoever which would have a Material Adverse Effect;
- (f) there shall have occurred any material adverse change in national or international monetary, financial and capital markets (including stock market conditions and interest rates), political or economic conditions or exchange control or currency exchange rates which would have or likely to have a Material Adverse Effect, or would have or is likely to have a material adverse effect (whether in the primary market or in respect of dealings in the secondary market) on the value or price of the Offer Units.

For the avoidance of doubt, and without prejudice to the foregoing, if the FTSE Bursa Malaysia KLCI ("**Index**") is, at the close of normal trading on Bursa Securities, on any Market Day:

- (i) on or after the date of the Underwriting Agreement; and
 - (ii) prior to the closing date of the Retail Offering,
- lower than 85% of the level of the Index at the last close of normal trading on Bursa Securities on the Market Day immediately prior to the date of the Underwriting Agreement and remains at or below that level for at least 3 consecutive Market Days, it shall be deemed an event that would have a Material Adverse Effect or would have a material adverse effect on the value or price of the IPO units;
- (g) trading in units, shares or securities generally on Bursa Securities, the Singapore Exchange Securities Trading Limited, the Hong Kong Stock Exchange, National Association of Securities Dealers Automated Quotations ("**Nasdaq**"), the New York Stock Exchange or the London Stock Exchange, has been restricted or suspended or minimum prices have been established on Bursa Securities, the Singapore Exchange Securities Trading Limited, the Hong Kong Stock Exchange, Nasdaq, the New York Stock Exchange or the London Stock Exchange for 3 consecutive market days or more, or a devaluation of Ringgit Malaysia against any foreign currencies which would have or is likely to have a Material Adverse Effect;

3. DETAILS OF THE OFFERING *(Cont'd)*

- (h) there shall have been announced or carried into force any new law or change in law in any jurisdiction, interpretation or application by any court or the relevant authority including any administrative, governmental, statutory or regulatory commission, board, body, authority or agency, and any stock exchange, self-regulatory organisation, accreditation organisation or other non-governmental regulatory authority (including but not limited to the SC, Bursa Securities and the CCM), and any court, tribunal or arbitrator, in each case in Malaysia or any other jurisdiction, and whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign, supranational or otherwise (“**Authorities**”) which may: (i) have a Material Adverse Effect; or (ii) in the reasonable opinion of the Sole Managing Underwriter, prejudice the success of the IPO or the Listing or which would have or is likely to have the effect of making it impracticable to enforce contracts to allot and/or transfer the Offer Units or making any obligation under the Underwriting Agreement incapable of performance in accordance with its terms;
- (i) the IPO is stopped or delayed by the Manager, the Trustee, the Sponsor or the Selling Subsidiary or any relevant Authorities for any reason whatsoever (unless such delay has been approved by the Sole Managing Underwriter);
- (j) the closing date of the Underwriting Agreement does not occur by 23 May 2025 or such other extended date as may be agreed in writing by the Sole Managing Underwriter;
- (k) the Listing does not take place by 10 July 2025 or such other extended date as may be agreed in writing by the Sole Managing Underwriter;
- (l) any commencement of legal proceedings, formal investigations, enquiries or action against the Manager, the Trustee, the Sponsor or the Selling Subsidiary or any of their directors or associates, which causes, or is likely to give rise to, a Material Adverse Effect or make it impracticable to market the IPO or to enforce contracts to allot and/or transfer the Offer Units;
- (m) any breach of any of the obligations of the Sponsor or the Selling Subsidiary under any one of the Transaction Agreements which has a Material Adverse Effect;
- (n) any one of the Transaction Agreements (i) having been terminated or rescinded in accordance with its terms thereof; (ii) ceases to have any effect whatsoever, or (iii) is varied or supplemented upon its terms and such variation or supplementation would have a Material Adverse Effect;
- (o) any of the board resolutions and to the extent applicable, shareholders’ resolutions of each of the Manager, the Trustee, the Sponsor and the Selling Subsidiary, to the extent applicable, in respect of the IPO, Listing, its execution of the Transaction Agreements and other approvals pertaining to the IPO and Listing, is revoked, withdrawn, suspended or ceases to have any effect whatsoever, or is varied or supplemented upon terms which would have a Material Adverse Effect;
- (p) in the event the IPO or Listing is withdrawn, revoked, modified or varied or not procured or procured but subject to conditions not acceptable to the Sole Managing Underwriter;
- (q) if the SC or any other relevant Authority issues an order or ruling, or a prohibition on any of the Manager, the Trustee, the Sponsor, and the Selling Subsidiary has been imposed for whatever reason, such as to make it impracticable to market the IPO or to enforce contracts to issue, allot, sell and/or transfer the Offer Units;

3. DETAILS OF THE OFFERING *(Cont'd)*

- (r) any statements contained in this Prospectus has become or been discovered to be untrue, inaccurate or misleading in any respect, or matters have arisen or have been discovered which would, if any of the Offer Documents were to be issued at that time, constitute a material omission therefrom;
- (s) a banking moratorium has been declared by the relevant Authorities in Malaysia, Singapore, Hong Kong, United States, the European Union (or any member thereof) or the United Kingdom, or a disruption of commercial banking activities, foreign exchange trading or securities settlement or clearance services has occurred in Malaysia, Singapore, Hong Kong, United States, the European Union (or any member thereof) or the United Kingdom which would have or is likely to have a Material Adverse Effect; and
- (t) the conditional SPAs dated 13 March 2025 entered into between the Trustee (on behalf of Paradigm REIT) and the Vendors for the Acquisitions shall have been breached by any parties which has a Material Adverse Effect, or terminated or rescinded in accordance with the terms thereof.

3.12 LOCK-UP ARRANGEMENT

The following is an extract of the salient terms contained in each of the following lock-up agreements:

- (i) The Manager has agreed with the Joint Bookrunners that for a period beginning on and including the date of the lock-up agreement and ending on and including the date that is 6 months from the Listing Date ("**Lock-Up Period**"), it will not without the prior written consent of the Joint Bookrunners, directly or indirectly, conditionally or unconditionally:
 - (a) issue, allot, offer, sell, contract to sell, assign, grant any option or contract to purchase, purchase any option or contract to sell, grant security over, encumber, pledge, mortgage, charge, lend, create, subscribe for, hypothecate, transfer or otherwise dispose or agree to dispose of any legal or beneficial interest therein or in respect thereof (including by the creation of or an agreement to create or issuing or selling or granting or agreeing to issue or sell or grant any option or contract to purchase or any warrant or right to purchase) any Units (or any securities convertible into or exercisable or exchangeable for such Units or which carry the rights to subscribe for or purchase any such Units or contracting to do so or that are substantially similar to such Units);
 - (b) enter into any swap, hedge, derivative or any other arrangement, agreement or transaction that transfers to another, in whole or in part, any of the economic consequences of or incidents of ownership of the Units (or any securities convertible into or exercisable or exchangeable for or repayable with any such Units or which carry the rights to subscribe for or purchase or represent the right to receive or that are substantially similar to any such Units), whether any such swap, hedge or transaction described in Section 3.12(i)(a) above or this Section 3.12(i)(b) is to be settled by the delivery of any Units or such other securities, in cash or otherwise;
 - (c) deposit any Units (or any securities convertible into or exchangeable for any such Units or which carry the rights to subscribe or purchase or that represent the right to receive or that are substantially similar to any such Units) in any depository receipt facilities whether such transaction described in Sections 3.12(i)(a) and 3.12(i)(b) above is to be settled by the delivery of any Units or such other securities, in cash or otherwise;

3. DETAILS OF THE OFFERING *(Cont'd)*

- (d) save for any stabilising action permissible under the applicable law, take any action which is designed to or which constitutes, or which would reasonably be expected to cause or result in stabilisation or manipulation of the price of the Units;
- (e) enter into or effect, or offer to or agree to enter into or effect a transaction which is designed or which may reasonably be expected to result in or with the same economic effect as any transactions or actions described in Sections 3.12(i)(a) to 3.12(i)(d) above; or
- (f) publicly announce any intention to do any of the above.

The restrictions in Section 3.12(i) above do not apply to:

- (1) the Units to be issued, offered, transferred and sold under the Offering;
- (2) the Consideration Units;
- (3) the Units to be issued to the Manager for payment of any Management Fees; and
- (4) the transfer, sale or disposal of the Units to a custodian, trustee, wholly-owned subsidiary or nominee ("**Permitted Transferee**") of the Manager provided that the Manager procures that the Permitted Transferee of the Manager executes and delivers to the Joint Bookrunners a written undertaking to the effect that the Permitted Transferee of the Manager recognises and will comply with the restrictions set forth in the lock-up agreement to remain in effect for the remainder of the Lock-Up Period and if at any time prior to the expiration of such restrictions on transfer, any Permitted Transferee of the Manager that is a wholly-owned subsidiary will cease to be a wholly-owned subsidiary of the Manager, such wholly-owned subsidiary shall, before such cessation, transfer any Units held by it to the Manager or another Permitted Transferee of the Manager which has delivered a written undertaking to the effect that it recognises and will comply with the restrictions set forth in the lock-up agreement to remain in effect for the remainder of the Lock-Up Period.

- (ii) The Sponsor has agreed with the Joint Bookrunners that for the Lock-Up Period, it will not without the prior written consent of the Joint Bookrunners, directly or indirectly, conditionally or unconditionally:
 - (a) offer, sell, contract to sell, assign, grant any option or contract to purchase, purchase any option or contract to sell, grant security over, encumber, pledge, mortgage, charge, lend, create, subscribe for, hypothecate, transfer or otherwise dispose or agree to dispose of any legal or beneficial interest therein or in respect thereof (including by the creation of or an agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase or any warrant or right to purchase) any Units (or any securities convertible into or exercisable or exchangeable for such Units or which carry the rights to subscribe for or purchase any such Units or contracting to do so or that are substantially similar to such Units) whether now owned or acquired by the Sponsor between the date hereof and the Listing Date ("**Sponsor Lock-Up Units**");

3. DETAILS OF THE OFFERING *(Cont'd)*

- (b) enter into any swap, hedge, derivative or any other arrangement, agreement or transaction that transfers to another, in whole or in part, any of the economic consequences of or incidents of ownership of the Sponsor Lock-Up Units (or any securities convertible into or exercisable or exchangeable for or repayable with any such Sponsor Lock-Up Units or which carry the rights to subscribe for or purchase or represent the right to receive or that are substantially similar to any such Sponsor Lock-Up Units), whether any such swap, hedge or transaction described in Section 3.12(ii)(a) above or this Section 3.12(ii)(b) is to be settled by the delivery of any Sponsor Lock-Up Units or such other securities, in cash or otherwise;
- (c) deposit any Sponsor Lock-Up Units (or any securities convertible into or exchangeable for any such Sponsor Lock-Up Units or which carry the rights to subscribe or purchase or that represent the right to receive or that are substantially similar to any such Sponsor Lock-Up Units) in any depository receipt facilities whether such transaction described in Sections 3.12(ii)(a) and 3.12(ii)(b) above is to be settled by the delivery of any Sponsor Lock-Up Units or such other securities, in cash or otherwise;
- (d) save for any stabilising action permissible under the applicable law, take any action which is designed to or which constitutes, or which would reasonably be expected to cause or result in stabilisation or manipulation of the price of the Units;
- (e) enter into or effect, or offer to or agree to enter into or effect a transaction which is designed or which may reasonably be expected to result in or with the same economic effect as any transactions or actions described in Sections 3.12(ii)(a) to 3.12(ii)(d) above; or
- (f) publicly announce any intention to do any of the above.

The restrictions in Section 3.12(ii) above do not apply to the transfer, sale or disposal of the Sponsor Lock-Up Units to a Permitted Transferee of the Sponsor provided that the Sponsor procures that the Permitted Transferee of the Sponsor executes and delivers to the Joint Bookrunners a written undertaking to the effect that the Permitted Transferee of the Sponsor recognises and will comply with the restrictions set forth in the lock-up agreement to remain in effect for the remainder of the Lock-Up Period and if at any time prior to the expiration of such restrictions on transfer, any Permitted Transferee of the Sponsor that is a wholly-owned subsidiary will cease to be a wholly-owned subsidiary of the Sponsor, such wholly-owned subsidiary shall, before such cessation, transfer any Sponsor Lock-Up Units held by it to the Sponsor or another Permitted Transferee of the Sponsor which has delivered a written undertaking to the effect that it recognises and will comply with the restrictions set forth in the lock-up agreement to remain in effect for the remainder of the Lock-Up Period.

3. DETAILS OF THE OFFERING *(Cont'd)*

- (iii) JPSB has agreed with the Joint Bookrunners that for the Lock-Up Period, it will not without the prior written consent of the Joint Bookrunners, directly or indirectly, conditionally or unconditionally:
- (a) offer, sell, contract to sell, assign, grant any option or contract to purchase, purchase any option or contract to sell, grant security over, encumber, pledge, mortgage, charge, lend, create, subscribe for, hypothecate, transfer or otherwise dispose or agree to dispose of any legal or beneficial interest therein or in respect thereof (including by the creation of or an agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase or any warrant or right to purchase) any Units (or any securities convertible into or exercisable or exchangeable for such Units or which carry the rights to subscribe for or purchase any such Units or contracting to do so or that are substantially similar to such Units) whether now owned or acquired by JPSB between the date hereof and the Listing Date (“**JPSB Lock-Up Units**”);
 - (b) enter into any swap, hedge, derivative or any other arrangement, agreement or transaction that transfers to another, in whole or in part, any of the economic consequences of or incidents of ownership of the JPSB Lock-Up Units (or any securities convertible into or exercisable or exchangeable for or repayable with any such JPSB Lock-Up Units or which carry the rights to subscribe for or purchase or represent the right to receive or that are substantially similar to any such JPSB Lock-Up Units), whether any such swap, hedge or transaction described in Section 3.12(iii)(a) above or this Section 3.12(iii)(b) is to be settled by the delivery of any JPSB Lock-Up Units or such other securities, in cash or otherwise;
 - (c) deposit any JPSB Lock-Up Units (or any securities convertible into or exchangeable for any such JPSB Lock-Up Units or which carry the rights to subscribe or purchase or that represent the right to receive or that are substantially similar to any such JPSB Lock-Up Units) in any depository receipt facilities whether such transaction described in Sections 3.12(iii)(a) and 3.12(iii)(b) above is to be settled by the delivery of any JPSB Lock-Up Units or such other securities, in cash or otherwise;
 - (d) save for any stabilising action permissible under the applicable law, take any action which is designed to or which constitutes, or which would reasonably be expected to cause or result in stabilisation or manipulation of the price of the Units;
 - (e) enter into or effect, or offer to or agree to enter into or effect a transaction which is designed or which may reasonably be expected to result in or with the same economic effect as any transactions or actions described in Sections 3.12(iii)(a) to 3.12(iii)(d) above; or
 - (f) publicly announce any intention to do any of the above.

The restrictions in Section 3.12(iii) above do not apply to:

- (1) the ability of JPSB to pledge the JPSB Lock-Up Units in favour of Malaysian Trustees Berhad, being the security trustee for the MTN programme, as security for the obligations of JPSB under the said MTN programme; and

3. DETAILS OF THE OFFERING (Cont'd)

- (2) the transfer, sale or disposal of the JPSB Lock-Up Units to a Permitted Transferee of JPSB provided that JPSB procures that the Permitted Transferee of JPSB executes and delivers to the Joint Bookrunners a written undertaking to the effect that the Permitted Transferee of JPSB recognises and will comply with the restrictions set forth in the lock-up agreement to remain in effect for the remainder of the Lock-Up Period and if at any time prior to the expiration of such restrictions on transfer, any Permitted Transferee of JPSB that is a wholly-owned subsidiary will cease to be a wholly-owned subsidiary of JPSB, such wholly-owned subsidiary shall, before such cessation, transfer any JPSB Lock-Up Units held by it to JPSB or another Permitted Transferee of JPSB which has delivered a written undertaking to the effect that it recognises and will comply with the restrictions set forth in the lock-up agreement to remain in effect for the remainder of the Lock-Up Period.

3.13 TRADING ON THE MAIN MARKET AND SETTLEMENT IN THE SECONDARY MARKET

Upon listing and quotation on the Main Market, the Units will be traded on the Main Market and transferred by book-entry settlement through CDS, which will be effected in accordance with the Rules of Depository, as amended from time to time, and the provisions of the SICDA. Bursa Depository operates the CDS.

Unitholders are required under the Rules of Depository to maintain CDS Accounts, either directly in their name or through authorised nominees. Persons whose names appear in the Record of Depositors maintained by Bursa Depository will be treated as Unitholders in respect of the number of Units credited to their respective securities accounts.

Transfer of Units under the book-entry settlement will be reflected by the seller's CDS Account being debited with the number of Units sold and the buyer's CDS Account being credited with the number of Units acquired. No transfer stamp duty is currently payable for the Units that are settled on a book-entry basis, although there is a nominal transfer fee of RM10.00 payable for each transfer not transacted on the market.

Dealings in units of REITs listed on the Main Market are normally transacted in "board lots" of 100 units. Investors who desire to deal in less than 100 units of a listed REIT occasionally experience delays in effecting such transaction.

It is expected that the Units offered under the Offering will commence trading on the Main Market approximately 11 Market Days after the close of the Institutional Offering. Subscribers of the Units will not be able to sell or otherwise deal in the Units prior to the commencement of trading on the Main Market. Please refer to Section 5 "Risk Factors" of this Prospectus for further details.

4. FINANCIAL INFORMATION

4.1 UNAUDITED PRO FORMA STATEMENT OF COMPREHENSIVE INCOME

The objective of the Pro Forma Statement of Comprehensive Income is to show what the results of operations might have been had Paradigm REIT existed at an earlier date. However, the Pro Forma Statement of Comprehensive Income is not necessarily indicative of the results of operation that would have been attained had Paradigm REIT actually existed earlier.

The applicable criteria on the basis of which the Board and the board of directors of WCT have compiled the Pro Forma Statement of Comprehensive Income are specified in Chapter 12 of Part III of the CIS Prospectus Guidelines.

The Pro Forma Statement of Comprehensive Income has been prepared based on the information extracted from the Vendors' audited financial statements for the FYE 2022, FYE 2023 and FYE 2024, which were prepared in accordance with the approved accounting standards in Malaysia. The Vendors' audited financial statements for the FYE 2022, FYE 2023 and FYE 2024 were not subject to any audit qualification.

Certain numbers have been re-presented or reclassified in this pro forma to conform with the basis of presentation of the Pro Forma Statement of Comprehensive Income and may not be consistent with the basis of presentation in the audited financial statements of the Vendors. The Pro Forma Statement of Comprehensive Income has been prepared in accordance with approved accounting standards in Malaysia, and in a manner consistent with the format of the financial statements and the accounting policies to be adopted by Paradigm REIT as set out in Section 4.4.4 "Material accounting policies" of this Prospectus.

In arriving at the Pro Forma Statement of Comprehensive Income, certain key adjustments and assumptions were made:

- (i) The property management fee has been computed based on the Property Management Agreement entered into between the Manager, the Trustee (on behalf of Paradigm REIT) and the Property Manager for the Subject Properties, and as set out in the Section on "Property management fee and reimbursable" under Section 4.4.6 "Components of Property Operating Expenses" of this Prospectus;
- (ii) No acquisition fee has been assumed for the financial years presented;
- (iii) Depreciation expense and support cost which are not applicable to Paradigm REIT have been excluded;
- (iv) Interest income is assumed to be earned based on the weighted average effective interest rate of 2.6% per annum on the pro forma cash and bank balance as at 13 March 2025;
- (v) The fair value of the Subject Properties is assumed to be the Appraised Value for the Subject Properties of RM2,437.0 million based on the valuation performed by the Independent Property Valuer;
- (vi) The computation of Management Fees and Trustee's fee take into account the formula set out in the Deed and as set out in Section 4.4.8 "Components of Non-Property Expenses" of this Prospectus;
- (vii) Non-property expenses comprise annual audit fees, tax agent fees, valuation fees, secretarial fee, consultancy fee, professional fee, market research fees, public relation expenses and other expenses relating to the preparation and distribution of reports to the Unitholders, together with other miscellaneous expenses such as postage, printing and stationery;

4. FINANCIAL INFORMATION (Cont'd)

- (viii) Finance costs comprise interest expense on the MTN as set out in Section 3.8 “REIT Financing” of this Prospectus and unwinding of discount on tenants’ deposits payable. It is assumed that the MTN carries an assumed weighted average indicative rate of 4.44% per annum; and
- (ix) No tax expense throughout the financial years presented as it is assumed that 100.0% of Paradigm REIT’s total income (as defined in the Income Tax Act) would be distributed to the Unitholders within 2 months after the close of the financial year.

The pro forma financial information of Paradigm REIT presented below should be read in conjunction with Section 4.4 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of this Prospectus.

	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Total Revenue	161,631	190,175	218,741
Property Operating Expenses	(56,138)	(73,461)	(71,517)
NPI	105,493	116,714	147,224
Interest income	1,005	1,005	1,005
Changes in fair value of investment properties	-	-	-
Net investment income	106,498	117,719	148,229
Non-property expenses	(12,298)	(12,686)	(13,656)
Finance costs	(37,424)	(36,600)	(36,896)
Profit before taxation	56,776	68,433	97,677
Taxation	-	-	-
Net profit for the financial years, representing total comprehensive income for the financial years attributable to Unitholders	56,776	68,433	97,677
Add: Non-cash items ⁽¹⁾	1,042	1,592	1,721
Distributable Income	57,818	70,025	99,398

Note:

- (1) *Non-cash items comprise the Management Fees payable in Units, straight-lining adjustments of rent-free period, staggered rent, rental rebates and fit-out contribution over the lease term in accordance with MFRS 16, reversal of and allowance for ECLs, unwinding of discount on tenants’ deposits payable and gain or loss on disposal of property, plant and equipment.*

4. FINANCIAL INFORMATION (Cont'd)

4.2 PRO FORMA STATEMENT OF FINANCIAL POSITION

As at the date of its establishment, Paradigm REIT did not have any assets and liabilities. The following table presents the Pro Forma Statement of Financial Position, prepared for illustrative purposes only, to show the effects of the Acquisitions based on the assumption that such events had been effected on the date of establishment of Paradigm REIT and are not represented as being necessarily indicative of Paradigm REIT's view of its future financial position.

The Pro Forma Statement of Financial Position was prepared based on the Acquisitions of the Subject Properties from the Vendors by the Trustee (on behalf of Paradigm REIT) for a total purchase consideration of approximately RM2,437.0 million to be satisfied in the following manner:

- (i) the issuance of 1,600,000,000 Consideration Units at the issue price of RM1.00 per Consideration Unit, to be credited as fully paid-up; and
- (ii) cash consideration of RM837.0 million raised from the drawdown of the MTN procured by the Trustee on behalf of Paradigm REIT,

as set out in Section 2.10 "Acquisitions of the Subject Properties" of this Prospectus.

The fair value of the Consideration Units is estimated at RM1,600.0 million (based on the issue price of RM1.00 per Unit).

The purchase consideration for the Subject Properties was arrived at based on the independent valuation date of 18 June 2024 for Paradigm Mall PJ and Paradigm Mall JB and 25 June 2024 for Bukit Tinggi Shopping Centre, and subsequently updated as at 31 December 2024.

As part of the Acquisitions, Paradigm REIT will also assume the tenants' deposits payable of the Subject Properties. For purposes of the Pro Forma Statement of Financial Position, these amounts are illustrated based on the carrying amounts of the tenants' deposits payable as at 13 March 2025.

The Pro Forma Statement of Financial Position should be read in conjunction with the "Reporting Accountants' Report on the Pro Forma Statement of Financial Position" included in Appendix D of this Prospectus.

The Pro Forma Statement of Financial Position has been prepared for illustrative purposes in the manner consistent with the format of the financial statements and the accounting policies to be adopted by Paradigm REIT as set out in Section 4.4.4 "Material accounting policies" of this Prospectus.

4. FINANCIAL INFORMATION (Cont'd)

Pro Forma Statement of Financial Position

	Unaudited
	RM'000
Non-current asset	
Investment properties	2,437,000
Current assets	
Cash and bank balances	38,643
Current liability	
Tenants' deposits payable	17,115
Net current assets	21,528
	2,458,528
Equity	
Unitholders' funds ⁽¹⁾	1,592,615
Non-current liabilities	
Tenants' deposits payable	21,903
Accrued rental	2,290
Borrowings ⁽²⁾	841,720
	865,913
	2,458,528
NAV (RM'000) ⁽³⁾	1,592,615
Number of Units in issue ('000)	1,600,000
NAV per Unit (RM) ⁽⁴⁾	1.00

Notes:

- (1) Unitholders' funds of RM1,600.0 million, net of estimated expenses in relation to the issue of the Units of RM7.4 million.
- (2) The borrowings of RM844.0 million is presented net of capitalised transaction costs of RM2.3 million.
- (3) NAV represents the value of Paradigm REIT's total assets less total liabilities.
- (4) NAV per Unit is computed based on NAV divided by number of Units in issue.

4.3 CAPITALISATION AND INDEBTEDNESS

Assuming full subscription under the Offering and based on the Retail Price of RM1.00 per Unit, the following table sets forth the pro forma capitalisation of Paradigm REIT as at the Listing Date. The information in the table below should be read in conjunction with Section 3.9 "Utilisation of Proceeds", Section 4.2 "Pro Forma Statement of Financial Position" and the "Reporting Accountants' Report on the Pro Forma Statement of Financial Position" in Appendix D of this Prospectus and the related notes in this Prospectus.

As at the Listing Date	RM'000
Borrowings ⁽¹⁾⁽²⁾	841,720
Unitholders' funds ⁽³⁾	1,592,615
Total capitalisation	2,434,335

4. FINANCIAL INFORMATION (Cont'd)

Notes:

- (1) *All of Paradigm REIT's indebtedness are secured and not guaranteed by any party.*
- (2) *The borrowings of RM844.0 million is presented net of capitalised transaction costs of RM2.3 million.*
Out of the borrowings of RM844.0 million, RM837.0 million will be used to part finance the Acquisitions and the remaining RM7.0 million will be used to part finance the listing expenses.
- (3) *Unitholders' funds of RM1,600.0 million net of estimated listing expenses for the issue of the Units of approximately RM7.4 million.*

Please refer to Section 3.8 "REIT Financing" of this Prospectus for further details on the MTN.

Based on the Pro Forma Statement of Financial Position, Paradigm REIT is expected to have an initial indebtedness of approximately RM841.7 million, representing approximately 34.0% of its estimated Total Asset Value of RM2,475.6 million.

4.4 MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

4.4.1 General Background

Paradigm REIT is a REIT established in Malaysia and constituted by the Deed. As Paradigm REIT is a newly established REIT, it has no historical operating results and financial information based on which recipients of this Prospectus and prospective investors in the Units may evaluate Paradigm REIT save for those of the Subject Properties to be acquired.

Paradigm REIT was established with the principal investment policy of investing, directly and indirectly in a diversified portfolio of income producing Real Estate Assets used for retail, commercial, office, industrial and hospitality purposes and such other Non-Real Estate Assets.

As at the Listing Date, Paradigm REIT's initial asset portfolio will comprise the following 3 retail properties:

- (i) Bukit Tinggi Shopping Centre;
- (ii) Paradigm Mall PJ; and
- (iii) Paradigm Mall JB.

The investment objective of Paradigm REIT is to provide the Unitholders with an exposure to a diversified portfolio of Authorised Investments that will provide regular and stable cash distributions with the potential for long-term growth in the NAV per Unit, while maintaining an appropriate capital structure. For the first 5 years after the Listing, the Manager intends to achieve the investment objectives through the implementation of the following key strategies:

- (a) **Proactive and effective asset management strategy** – The Manager will seek organic growth of its property portfolio, by working closely with the Property Manager, to maintain high occupancy rates, achieve stable rental growth and maximise investment returns and lettable area;
- (b) **Acquisition growth strategy** – The Manager will actively seek out properties that can generate stable cash flows, providing consistent income for the Unitholders within Malaysia. While Paradigm REIT will primarily focus on established and mature markets with proven rental track records, it will also consider emerging market with growth potential. Furthermore, the Manager will prioritise assets with potential for long-term capital appreciation to enhance the overall value of Paradigm REIT; and

4. FINANCIAL INFORMATION (Cont'd)

- (c) **Capital and risk management strategy** – The Manager aims to optimise Paradigm REIT's capital structure and cost of capital within the financing limits set out in the REIT Guidelines and intends to use a combination of debt and equity financing to fund future acquisitions and capital expenditure.

Please refer to Section 1.3 "Strategies" of this Prospectus for further details.

4.4.2 Presentation of financial information

Paradigm REIT is a newly established REIT, and except for the Subject Properties to be acquired, Paradigm REIT does not have any portfolio of Real Estate since its establishment. No historical financial information has been prepared since Paradigm REIT's establishment. The Manager's intention is for Paradigm REIT's first audited financial period to be the period commencing on the date of establishment of Paradigm REIT and ending on 31 December 2025. In order to assist investors' evaluation of the factors which may affect Paradigm REIT's future financial results, the Manager has prepared the Profit Forecast together with the related assumptions and information contained in Section 4.5.2 "Bases and assumptions" of this Prospectus which should be read together with the "Reporting Accountants' Letter on the Profit Forecast" in Appendix E of this Prospectus.

4.4.3 Factors affecting Paradigm REIT's financial condition and results of operations

General economic conditions and demand and supply of the retail sector

The Subject Properties are located in Malaysia. As a result, Paradigm REIT's business and results of operations are affected by, among others, the demand for and supply of the retail real estate space in Malaysia which are in turn affected by general economic conditions of Malaysia, such as the local and international market economic conditions, the financial conditions of tenants, the availability of debt or equity financing, interest rates, other operating expenses and environmental law and regulations, other governmental rules and fiscal policies and competition for other property owners for tenants. The principal competitive factors comprise, among others, rental rates, quality and location of the properties, supply of comparable space and evolving needs of business users, including those brought about by corporate restructuring and/or technological advances.

Rental rates

Save for Bukit Tinggi Shopping Centre which is master leased to AEON, the rental rates of Paradigm Mall PJ and Paradigm Mall JB are affected by, among others, the following:

- (i) rental rates of comparable malls;
- (ii) tenancy profiles including tenant mix as different types of tenants pay different rental rates;
- (iii) renewal options;
- (iv) size, location and configuration of NLA within the malls;
- (v) sales performance and business conditions of tenants;
- (vi) shopper traffic, profile and spending patterns;
- (vii) number of tourists to Malaysia which is affected by, among others, the more favourable foreign currency exchange rate to tourists; and
- (viii) general macroeconomic and supply/demand trends affecting the real estate market, particularly the retail real estate market in Malaysia.

4. FINANCIAL INFORMATION (Cont'd)

Bukit Tinggi Shopping Centre is under the AEON Lease Agreement which expires on 23 November 2029 with an option to renew upon expiry of the lease for an additional 3 years. The rental rate of Bukit Tinggi Shopping Centre may be affected if AEON chooses not to renew the master lease when it expires on 23 November 2029.

Occupancy and retention rates

Save for Bukit Tinggi Shopping Centre which is master leased to AEON, occupancy and retention rates of Paradigm Mall PJ and Paradigm Mall JB depend on:

- (i) supply and demand trends affecting the retail real estate markets;
- (ii) the minimisation of the potential vacancy periods arising from tenancy expiries and early terminations; and
- (iii) rental rates of other competing properties within the locality.

Bukit Tinggi Shopping Centre is under the AEON Lease Arrangement which expires on 23 November 2029 with an option to renew upon expiry of the lease for an additional 3 years. The occupancy and retention rate of Paradigm REIT may be affected if AEON chooses not to renew the master lease when it expires on 23 November 2029.

Property Operating Expenses

As Bukit Tinggi Shopping Centre is master leased to AEON, AEON is responsible for all the Property Operating Expenses in respect of Bukit Tinggi Shopping Centre including, among others, costs associated with the repairs and maintenance relating to the interior of Bukit Tinggi Shopping Centre, utilities, insurance covering the fire, plate glass and public liability. Whereas, Paradigm REIT will be responsible for, among others, repairs and maintenance for the building structure, car park and exterior of Bukit Tinggi Shopping Centre, insurance covering fire and perils, fire consequential loss, machinery breakdown, burglary, plate glass and public liability for Bukit Tinggi Shopping Centre, and quit rent and assessment of Bukit Tinggi Shopping Centre levied by the local Government and State Authority where Bukit Tinggi Shopping Centre is located.

Property Operating Expenses to be borne by Paradigm REIT are not affected to the same degree as Paradigm REIT's Total Revenue by general economic trends affecting the real estate market in Malaysia, as a substantial part of its Property Operating Expenses are fixed in nature. As a result, to the extent that Paradigm REIT's Total Revenue is negatively affected by the abovementioned factors, its results of operations will be similarly negatively affected because it would not be easy to reduce Paradigm REIT's costs without compromising the quality of retail environment and conditions of the Subject Properties.

Property Operating Expenses may be affected by a number of factors including, primarily:

- (i) age, upkeep and upgrading of the Subject Properties;
- (ii) maintenance and service charges levied by the service providers and utilities tariff;
- (iii) inflation and the general increase in prices for services and cost of materials and increase in service tax;
- (iv) changes in quit rent and assessment levied by the local government and/or the State Authority where the Subject Properties are located;
- (v) premium hike on insurance coverage procured over the Subject Properties;
- (vi) fee and reimbursement arrangement with the Property Manager;
- (vii) cyclical effect of festive seasons which drive the marketing expenses, in particular, the cost of holding of marketing events and activities; and

4. FINANCIAL INFORMATION (Cont'd)

- (viii) employment conditions (which may affect labour costs of the Property Manager, which are re-charged to Paradigm REIT).

Please refer to Section 4.4.6 “Components of Property Operating Expenses” of this Prospectus.

Finance costs

Finance costs consist of interest expense incurred on borrowings and unwinding of discount on tenants' deposits payable. Finance costs will depend on interest rates of borrowings incurred by Paradigm REIT. Please refer to the Section “Financial liabilities” under Section 4.4.4 “Material accounting policies” of this Prospectus for further details.

Fair value of the Subject Properties and cyclical

Independent professional valuation will be obtained at least once every financial year in accordance with the REIT Guidelines or such other shorter interval as the Manager deems necessary and these valuations will be conducted on the bases and methods which are in accordance with the Malaysia Valuation Standards and, where applicable, the Asset Valuation Guidelines. Any increase or decrease in valuation will be credited or charged directly to Paradigm REIT's Statement of Comprehensive Income as changes in fair value of investment properties. The revaluation of the Subject Properties may therefore in the future result in significant fluctuations in the financial performance of Paradigm REIT.

Property values are affected by, among others, supply of and demand for comparable properties, the rate of economic growth in Malaysia, any AEI undertaken, interest rates and inflation. Retail property markets have historically been cyclical and future cyclical changes may result in fluctuations in the fair value of investment properties and Paradigm REIT's financial condition.

Financial impact of COVID-19 pandemic

The COVID-19 pandemic in 2020 led to the Government imposing various measures such as movement control order, closure of international borders and physical distancing, in order to curb the spread of COVID-19. As a result, non-essential retailers, entertainment outlets and malls were ordered to shut down or not able to operate optimally. Despite relaxations of movement control order were introduced at different stages of the movement control order in Malaysia, the footfall to malls remained low and retail sales had dropped drastically as shoppers were cautious of their spending besides being concern of COVID-19 infection.

Overall, there was no significant impact to occupancy rates throughout the COVID-19 pandemic as rental rebates were provided by the Vendors to the tenants to ensure the tenant's business continuity and long-term sustainability. For the avoidance of doubt, the COVID-19-related rental rebates have been discontinued in 2024 following the gradual recovery of the Subject Properties. However, these rental rebates had an impact that extended beyond the FYE 2024 due to the straight-lining adjustments of such rental rebates over the lease term in accordance with the requirements of MFRS 16 and are expected to have minimal impact on the Total Revenue for the FYE 2025. The COVID-19-related rental rebates for the FYE 2022 to the FYE 2024 are set out below:

Subject Properties	FYE 2022 RM'000	FYE 2023 RM'000	FYE 2024 RM'000
Bukit Tinggi Shopping Centre	274	59	-
Paradigm Mall PJ	6,928	1,122	236
Paradigm Mall JB	7,115	584	591
	14,317	1,765	827

Lower car park income was recorded for the FYE 2020 and FYE 2021 due to lower shoppers' visitation to the malls following the imposition of the movement control order. This had caused lower Rental Income and lower other income arising from the car park income.

4. FINANCIAL INFORMATION (Cont'd)

Due to the COVID-19 pandemic, more sanitising and cleaning activities had been undertaken in the malls and the cost of purchasing hygiene equipment and tools had increased significantly. This had resulted in higher operating expenses for the malls. Coupled with the lower Rental Income and higher operating expenses, it had put downward pressure on the NPI and in turn, the Distributable Income.

For more information on the effects of the COVID-19 pandemic on the operations of the malls, please refer to Section 2.9.1 "COVID-19 conditions in Malaysia" of this Prospectus.

4.4.4 Material accounting policies

The following accounting policies are adopted by Paradigm REIT as at date of establishment:

(a) Basis of preparation

The financial statements of Paradigm REIT will be prepared on the historical cost basis, unless otherwise described below, and in compliance with the provisions of the Deed, MFRS and International Financial Reporting Standards.

(b) Payment of Distributable Income

Paradigm REIT recognises a liability to pay Distributable Income to the Unitholders when the distribution is authorised and the distribution is no longer at the discretion of the Manager.

(c) Investment properties

Investment properties are measured initially at cost, including transaction costs. Subsequent to the initial recognition, investment properties are stated at fair value, which reflects market conditions at the reporting date. Gains or losses arising from changes in the fair values of investment properties are included in profit or loss in the period in which they arise, including the corresponding tax effect, if any. Fair values are determined based on an annual evaluation performed by an accredited external independent valuer.

(d) Financial assets and financial liabilities

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

(i) Financial assets at amortised cost (debt instruments)

Paradigm REIT's financial assets are solely debt instruments, which are classified as financial assets at amortised cost (debt instrument).

Financial assets at amortised cost are subsequently measured using the effective interest ("**EIR**") method and are subject to impairment. Gains and losses are recognised in profit or loss when the asset is derecognised, modified or impaired.

Financial assets at amortised cost includes cash and bank balances, trade receivables and other receivables (excluding prepayments).

Impairment of financial assets

Allowance for ECLs is recognised for all debt instruments not held at fair value through profit or loss. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that are expected to be received, discounted at an approximation of the original EIR. The expected cash flows will include cash flows from the sale of collateral held or other credit enhancements that are integral to the contractual terms.

4. FINANCIAL INFORMATION (Cont'd)

For trade receivables, a simplified approach is applied in calculating ECLs. Individual assessment is performed on each individual receivables and a loss allowance is recognised based on the individual receivables' exposures to credit losses, adjusted for forward-looking factors specific for the debtor and the economic condition.

A financial asset is considered in default when contractual payments are 90 days past due. However, in certain cases, a financial asset may be considered to be in default when internal or external information indicates that it is unlikely for the outstanding contractual amounts to be received in full before taking into account any credit enhancements held. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows.

(ii) Financial liabilities

Financial liabilities are classified, at initial recognition, as loans and borrowings and payables.

All financial liabilities are recognised initially at fair value, net of directly attributable transaction costs.

Financial liabilities include trade and other payables, and loans and borrowings including bank overdrafts.

Trade payables, other payables, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the statement of profit or loss.

(e) Cash and cash equivalents

Cash and cash equivalents comprise cash on hand and at banks and deposits with licensed banks with a maturity of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. These also include bank overdrafts, if any, that form an integral part of Paradigm REIT's cash management.

(f) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalised as part of the cost of the asset. All other borrowing costs are expensed in the period in which they occur. Borrowing costs consist of interest that an entity incurs in connection with the borrowing of funds.

(g) Leases – as a lessor

Leases in which the entity does not transfer substantially all the risks and rewards incidental to ownership of an asset are classified as operating leases. Rental income arising is accounted for on a straight-line basis over the lease terms and is included in revenue in the statement of profit or loss due to its operating nature. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

4. FINANCIAL INFORMATION (Cont'd)

(h) Revenue

(i) Rental Income

Recognition of rental income is described in Section 4.4.4(g) "Leases – as a lessor" of this Prospectus.

(ii) Car park income

Revenue from car park operations is recognised as and when services are rendered.

(iii) Interest income

Interest income is recognised on an accrual basis using the EIR method.

(i) Equity instrument

An equity instrument is any contract that evidences a residual interest in the assets of Paradigm REIT after deducting all of its liabilities.

Equity instruments are recorded at the proceeds received, net of directly attributable incremental transaction costs. Income distributions are deducted from equity in the period in which they are authorised.

(j) Fair value measurement

Paradigm REIT measures investment properties at fair value at each reporting date.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

Paradigm REIT uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All investment properties for which fair value is measured or disclosed in the financial statements are categorised as Level 3 within the fair value hierarchy, where valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

As investment properties are recognised in the financial statements on a recurring basis, Paradigm REIT determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

External valuers are involved for valuation of investment properties. Involvement of external valuers is decided upon annually by the senior management of the Manager. Selection criteria include market knowledge, reputation, independence and whether professional standards are maintained. Senior management of the Manager decides, after discussions with the external valuers, which valuation techniques and inputs to use for each case.

At each reporting date, the senior management of the Manager analyses the movements in the values of investment properties which are required to be re-measured or re-assessed as per Paradigm REIT's accounting policies. For this analysis, senior management of the Manager verifies the major inputs applied in the latest valuation by agreeing the information in the valuation computation to contracts and other relevant documents.

4. FINANCIAL INFORMATION (Cont'd)

Senior management of the Manager, in conjunction with the external valuers, also compares each of the changes in the fair value of each investment property with relevant external sources to determine whether the change is reasonable.

4.4.5 Components of the Pro Forma Statement of Comprehensive Income

4.4.5.1 Total Revenue

Paradigm REIT's Total Revenue primarily consists of Rental Income, car park income, advertising and promotional income as well as other income earned from the Subject Properties.

Rental Income

Rental Income primarily consists of base rent, others and percentage rent income.

Base rent, others and percentage rent income

Rental Income of each tenant consists of:

- (i) in relation to Paradigm Mall PJ and Paradigm Mall JB:
 - "base rent", being rental income (inclusive of service charges and promotional charges) and straight-lining adjustments on rent-free period and staggered rent over the lease term in accordance with MFRS 16* derived from Occupied NLA;
 - "others", being income derived from storage rental and external signage, rebates (if any), amortisation of fit-out contributions and straight-lining adjustments on rental rebates over the lease term in accordance with MFRS 16*; and/or
 - "percentage rent", which is generally calculated by reference to a pre-determined percentage of the tenant's gross turnover. In some cases, percentage rent may be subject to certain thresholds before it is payable, and the applicable percentage may vary with the turnover achieved; and
- (ii) in relation to Bukit Tinggi Shopping Centre:
 - "base rent", being master lease income derived from Bukit Tinggi Shopping Centre and straight-lining adjustments on staggered rent over the lease term in accordance with MFRS 16*; and
 - "others", being income derived from storage rentals, rebates and straight-lining adjustments on rental rebates over the lease term in accordance with MFRS 16*.

Note:

- * Under MFRS 16, the straight-lining adjustment of rental income requires the recognition of lease income on a straight-line basis over the lease term, regardless of variations in actual payment schedule. The straight-lining adjustment on rent-free period, staggered rent, fit-out contributions and rental rebate distributes the financial impacts evenly across the lease term to accurately reflect the economic benefits derived from the lease.

4. FINANCIAL INFORMATION (Cont'd)

Save for Bukit Tinggi Shopping Centre which is master leased to AEON, Paradigm REIT's tenancies are generally committed to 1 to 3 years which are in line with the usual market practice in Malaysia for similar retail malls. Most of the tenants for Paradigm Mall PJ and Paradigm Mall JB have a provision in their tenancies for the payment of base rent (including service charges and promotional charges) or percentage rent, whichever is higher. Percentage rent is typically calculated based on the tenant's gross turnover and computed upon receipt of monthly sales statements from tenants from the previous month. In addition, tenants are required to deliver their gross sales statements for each year, which is audited and certified without qualification by a firm of independent licensed auditors.

Bukit Tinggi Shopping Centre is under a master lease arrangement which expires on 23 November 2029 with an option to renew upon expiry of the lease for an additional 3 years. The Rental Income of Paradigm REIT may be affected if AEON chooses not to renew the master lease when it expires on 23 November 2029.

The following table sets out the base rent, others and percentage rent of the Subject Properties for the FYE 2022, FYE 2023 and FYE 2024:

Subject Properties	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Bukit Tinggi Shopping Centre			
Base rent	36,060	36,325	38,637
Others	52	229	424
Percentage rent	-	-	-
	<u>36,112</u>	<u>36,554</u>	<u>39,061</u>
Paradigm Mall PJ			
Base rent	40,404	42,173	44,406
Others	(5,615)	307	1,160
Percentage rent	4,000	3,356	2,686
	<u>38,789</u>	<u>45,836</u>	<u>48,252</u>
Paradigm Mall JB			
Base rent	60,998	68,682	83,735
Others	(7,241)	(480)	(117)
Percentage rent	7,573	9,240	11,465
	<u>61,330</u>	<u>77,442</u>	<u>95,083</u>
Total Rental Income	<u>136,231</u>	<u>159,832</u>	<u>182,396</u>

Car park income

Car park income includes casual parking income (which includes both normal and premium car parks), season parking income and motorcycle parking income. The car park income is dependent on the car park rates and utilisation rates of the car parks. All the car parks are managed by Paradigm REIT.

Advertising and promotional income

Advertising and promotional income includes rental of promotional space, push carts, vending machines, and rental of advertisement spaces located at prominent locations around the Subject Properties such as outdoor digital displays, external billboards, standees, pillar wraps, wall advertisement, escalators and boomgates.

4. FINANCIAL INFORMATION (Cont'd)

Other income

Other income includes interest income from rental arrears, forfeiture of deposits, fit-out fee and car park clamping fees.

The following table sets out information on the Total Revenue, Average Occupied NLA and average monthly rental rate by Subject Properties for the FYE 2022, FYE 2023 and FYE 2024 respectively:

Total Revenue by Subject Properties

Subject Properties	FYE 2022 RM'000	FYE 2023 RM'000	FYE 2024 RM'000
Bukit Tinggi Shopping Centre			
Rental Income	36,112	36,554	39,061
Car park income	5,908	7,120	7,668
Advertising and promotional income	-	70	82
Other income	258	426	185
	<u>42,278</u>	<u>44,170</u>	<u>46,996</u>
Paradigm Mall PJ			
Rental Income	38,789	45,836	48,252
Car park income	5,539	6,661	7,463
Advertising and promotional income	991	1,866	2,692
Other income	592	960	655
	<u>45,911</u>	<u>55,323</u>	<u>59,062</u>
Paradigm Mall JB			
Rental Income	61,330	77,442	95,083
Car park income	6,560	8,475	9,462
Advertising and promotional income	2,595	4,343	7,925
Other income	2,957 ⁽¹⁾	422	213
	<u>73,442</u>	<u>90,682</u>	<u>112,683</u>
Total Revenue	<u>161,631</u>	<u>190,175</u>	<u>218,741</u>

Note:

- (1) The other income of approximately RM3.0 million recorded for the FYE 2022 was mainly due to one-off forfeiture income of an anchor lease in Paradigm Mall JB in the FYE 2022 amounting to RM2.4 million.

Average Occupied NLA⁽¹⁾

Subject Properties	FYE 2022 '000 sq ft	FYE 2023 '000 sq ft	FYE 2024 '000 sq ft
Bukit Tinggi Shopping Centre*	1,000.9	1,000.9	1,000.9
Paradigm Mall PJ	655.1	652.5	662.7
Paradigm Mall JB	1,131.9	1,205.3	1,261.9
Total Average Occupied NLA	<u>2,787.9</u>	<u>2,858.7</u>	<u>2,925.5</u>

Notes:

* Based on the GLA of Bukit Tinggi Shopping Centre (excluding ancillary area).

- (1) Average Occupied NLA is derived based on the monthly Occupied NLA of each of the Subject Properties.

4. FINANCIAL INFORMATION (Cont'd)

Average monthly rental rate⁽¹⁾

Subject Properties	FYE 2022 RM per sq ft	FYE 2023 RM per sq ft	FYE 2024 RM per sq ft
Bukit Tinggi Shopping Centre	3.00	3.02	3.22
Paradigm Mall PJ	5.14	5.39	5.58
Paradigm Mall JB	4.49	4.75	5.53
Total aggregated average monthly rental rate	12.63	13.16	14.33

Note:

(1) Average monthly rental rate is calculated based on base rent over the Average Occupied NLA.

4.4.5.2 Occupancy trends

The following table sets out the Average Occupancy Rate of the Subject Properties for the FYE 2022, FYE 2023 and FYE 2024:

Subject Properties	FYE 2022 %	FYE 2023 %	FYE 2024 %
Bukit Tinggi Shopping Centre ⁽¹⁾	100.0	100.0	100.0
Paradigm Mall PJ	97.2	97.1	97.8
Paradigm Mall JB	87.9	93.8	97.9
Total⁽²⁾	95.0	97.0	98.6

Notes:

(1) Bukit Tinggi Shopping Centre (excluding ancillary area) is leased to AEON as master lessee.

(2) Computed based the average of the individual Average Occupancy Rate of the Subject Properties.

4.4.6 Components of Property Operating Expenses

Property Operating Expenses include utilities, property management fee and reimbursable, maintenance expenses, quit rent and assessment and other operating expenses.

Property Operating Expenses relating to the interior of Bukit Tinggi Shopping Centre, utilities and insurance covering fire, plate glass and public liability will be borne by AEON while Paradigm REIT will bear expenses relating to, among others, the repairs and maintenance for the building structure, car park and exterior of Bukit Tinggi Shopping Centre, insurance for covering fire and perils, fire consequential loss, machinery breakdown, burglary, plate glass and public liability for Bukit Tinggi Shopping Centre, and quit rent and assessment levied by the local Government and State Authority where Bukit Tinggi Shopping Centre is located.

On a pro forma basis, property management fee and reimbursable also form part of the Property Operating Expenses.

Property Operating Expenses	FYE 2022 RM'000	FYE 2023 RM'000	FYE 2024 RM'000
Utilities			
Electricity charges	16,282	20,687	16,709
Water charges	1,528	1,509	1,564
	17,810	22,196	18,273
Property management fee and reimbursable	11,876	14,117	14,239

4. FINANCIAL INFORMATION (Cont'd)

	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Property Operating Expenses			
Maintenance expenses			
Repair and maintenance	9,494	9,847	10,597
Cleaning charges	5,928	7,614	7,876
	<u>15,422</u>	<u>17,461</u>	<u>18,473</u>
Quit rent and assessment	4,723	5,753	5,787
Other operating expenses			
Security charges	4,175	6,375	6,481
Marketing and promotion expenses	4,670	6,603	4,519
Insurance	1,136	1,126	1,175
Miscellaneous expenses	(3,674) ⁽¹⁾	(170) ⁽¹⁾	2,570
	<u>6,307</u>	<u>13,934</u>	<u>14,745</u>
Total Property Operating Expense	<u>56,138</u>	<u>73,461</u>	<u>71,517</u>

Note:

- (1) The miscellaneous expenses are in credit balances for the FYE 2022 and FYE 2023 primarily due to reversal of ECLs of RM6.4 million and RM1.9 million, respectively on the back of gradual recovery after the COVID-19 pandemic.

Utilities

The utilities incurred in the operation of the Subject Properties include electricity charges as well as water charges.

Subject Properties	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Bukit Tinggi Shopping Centre	53	290	19
Paradigm Mall PJ	6,380	7,533	5,569
Paradigm Mall JB	11,377	14,373	12,685
	<u>17,810</u>	<u>22,196</u>	<u>18,273</u>

Property management fee and reimbursable

In arriving at the Pro Forma Statement of Comprehensive Income, it is assumed that property management fee is based on the fixed rate of RM25,000 per month as set out in the Property Management Agreement.

Property management reimbursable is the full reimbursement of costs and expenses incurred in the operation, maintenance, management and marketing of the Subject Properties (including but not limited to the cost relating to the employment and remuneration of staff provided).

Subject Properties	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Bukit Tinggi Shopping Centre	3,314	3,939	3,973
Paradigm Mall PJ	2,924	3,476	3,506
Paradigm Mall JB	5,638	6,702	6,760
	<u>11,876</u>	<u>14,117</u>	<u>14,239</u>

4. FINANCIAL INFORMATION (Cont'd)

Maintenance expenses

Save for Bukit Tinggi Shopping Centre which is master leased to AEON, Paradigm REIT's maintenance expenses for Paradigm Mall PJ and Paradigm Mall JB are mainly mechanical and electrical and general repairs and maintenance, which covers lifts and escalators, AC, building automation system, fire protection system, security systems, building works, plumbing and drainage, landscaping cost, car park systems, pre-treatment plant, grease traps, sewerage as well as the cleaning and housekeeping of Paradigm Mall PJ and Paradigm Mall JB.

As for Bukit Tinggi Shopping Centre, Paradigm REIT's maintenance expenses comprise general building and car park repair and maintenance works as well as cleaning and housekeeping of the car park and exterior of Bukit Tinggi Shopping Centre.

Subject Properties	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Bukit Tinggi Shopping Centre	1,583	1,086	994
Paradigm Mall PJ	5,673	6,041	6,201
Paradigm Mall JB	8,166	10,334	11,278
	15,422	17,461	18,473

Quit rent and assessment

Quit rent is an amount prescribed by and payable to the State Authority. Assessment is calculated based on a rate as prescribed by the local authorities, on the annual value of the Subject Properties as assessed by the relevant local authorities. The actual amounts of quit rent and assessment paid with respect to the Subject Properties are included in the Pro Forma Statement of Comprehensive Income.

Subject Properties	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Bukit Tinggi Shopping Centre	1,341	1,332	1,332
Paradigm Mall PJ	1,981	2,692	2,692
Paradigm Mall JB	1,401	1,729	1,763
	4,723	5,753	5,787

Other operating expenses

The other operating expenses for the Subject Properties include mainly security charges, marketing and promotion expenses, insurance and miscellaneous expenses.

- (i) *Security charges* – Security charges relate to expenses incurred for the hiring of security personnel and security services for the Subject Properties. In respect of Bukit Tinggi Shopping Centre, the security services are for the security personnel stationed at the car park of Bukit Tinggi Shopping Centre.
- (ii) *Marketing and promotion expenses* – Marketing and promotion expenses usually comprise advertisement setup costs, marketing collaterals, decoration costs, signage printing cost, WCT buddy points issuance costs in relation to usage of the buddy mobile application, namely "WCT Buddy 2.0", and other expenses relating to the promotional activities and marketing campaigns for festive events.
- (iii) *Insurance* – In respect of Paradigm Mall PJ and Paradigm Mall JB, insurance premiums are payable for coverage which includes (i) fire plus; (ii) fire consequential loss; (iii) plate glass; (iv) burglary; (v) machinery breakdown; (vi) public liability; (vii) employer liability; (viii) equipment all risks; and (ix) all risks. In respect of Bukit Tinggi Shopping Centre, the insurance premiums are payable for the coverage which includes (i) fire and perils; (ii) fire consequential loss; (iii) machinery breakdown; (iv) burglary; (v) plate glass; and (vi) public liability.

4. FINANCIAL INFORMATION (Cont'd)

- (iv) *Miscellaneous expenses* – Miscellaneous expenses typically include telecommunications expenses, transport and travel expenses, printing and stationery, licence fees, entertainment, legal charges, reversal of and allowance for ECLs and other miscellaneous expenses.

Subject Properties	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Bukit Tinggi Shopping Centre	1,908	1,427	1,466
Paradigm Mall PJ	2,296	4,085	5,671
Paradigm Mall JB	2,103	8,422	7,608
	6,307	13,934	14,745

4.4.7 NPI trends

The following table sets out information on the NPI of the Subject Properties for the FYE 2022, FYE 2023 and FYE 2024 respectively:

Subject Properties	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Bukit Tinggi Shopping Centre	34,080	36,097	39,212
Paradigm Mall PJ	26,656	31,496	35,424
Paradigm Mall JB	44,757	49,121	72,588
	105,493	116,714	147,224

4.4.8 Components of Non-Property Expenses

The non-property expenses consist of Management Fees, Trustee's fee and other trust expenses.

Non-Property Expenses	FYE 2022	FYE 2023	FYE 2024
	RM'000	RM'000	RM'000
Management Fees	10,592	10,928	11,844
Trustee's fee	516	516	516
Other trust expenses	1,190	1,242	1,296
	12,298	12,686	13,656

Management Fees

Pursuant to the Deed, the Manager is entitled to receive the following fees from Paradigm REIT, in the form of cash, new Units or a combination of cash and new Units (as it may decide at its sole discretion):

- (i) an annual base fee of up to 1.0% per annum of the Total Asset Value of Paradigm REIT;
- (ii) an annual performance fee of up to 5.0% per annum of Paradigm REIT's NPI in the relevant financial year;
- (iii) an acquisition fee of 1.0% of the acquisition price; and
- (iv) a divestment fee of 0.5% of the transaction value,

as set out in Section 6.6 "Management Fees" of this Prospectus.

4. FINANCIAL INFORMATION (Cont'd)

In arriving at the Pro Forma Statement of Comprehensive Income, it is assumed that the Manager charged a base fee of approximately 0.3% per annum of the Total Asset Value of Paradigm REIT and annual performance fee of approximately 3.0% per annum of Paradigm REIT's NPI.

Trustee's fee

Pursuant to the Deed, the annual Trustee's fee is assumed and calculated based on 0.03% of the NAV of Paradigm REIT for the financial years presented, as set out in Section 8.5 "Trustee's Fee" of this Prospectus.

Other trust expenses

The other trust expenses primarily comprise annual audit fees, tax agent fees, valuation fees, secretarial fee, consultancy fee, professional fee, market research fees, public relation expenses and other expenses relating to the preparation and distribution of reports to Unitholders, together with other miscellaneous expenses such as postage, printing and stationery.

4.4.9 Results of operations for the FYE 2024 compared to results of operations for the FYE 2023

Total Revenue

Total Revenue increased by RM28.5 million to RM218.7 million for the FYE 2024 from RM190.2 million for the FYE 2023, primarily due to the following reasons:

- (i) increase in Rental Income of RM22.6 million, of which RM17.6 million is attributable to Paradigm Mall JB driven by bulk renewals towards the end of FYE 2023 at higher base rent as well as higher percentage rent due to higher tenants' sales. Successful renewals of existing tenants and securing of new leases in Paradigm Mall PJ also contributed to the increase in Rental Income of RM2.4 million. The increase in Rental Income from Bukit Tinggi Shopping Centre of RM2.5 million was mainly due to higher rental rate per sq ft effective from 24 November 2023 accrued from AEON;
- (ii) increase in car park income of RM2.3 million, of which RM1.0 million is attributable to Paradigm Mall JB, RM0.8 million to Paradigm Mall PJ and RM0.5 million to Bukit Tinggi Shopping Centre. The increase is mainly due to higher visitation, increase in season pass applications, implementation of motorcycle parking fee since April, May and June 2024 at Paradigm Mall JB, Bukit Tinggi Shopping Centre and Paradigm Mall PJ respectively, and implementation of premium parking fee at Paradigm Mall JB since August 2024; and
- (iii) increase in advertising and promotional income of RM3.6 million and RM0.8 million, attributable to Paradigm Mall JB and Paradigm Mall PJ respectively due to greater demand for advertisement spaces and promotion booths.

The increase in Total Revenue was offset by the decrease in other income of RM0.8 million mainly due to one-off non-recurring back charge of repair costs of a retail lot in the FYE 2023.

Property Operating Expenses

Property Operating Expenses decreased by RM1.9 million to RM71.5 million for the FYE 2024 from RM73.5 million for the FYE 2023, mainly due to the following reasons:

- (i) *utilities* – decrease in electricity charges of RM4.0 million due to energy saving initiatives such as installation of inverter AC units, optimal usage of chiller depending on the shopper load and successful applications with Tenaga Nasional Berhad ("TNB") for off-peak tariff rider at Paradigm Mall JB and Paradigm Mall PJ; and
- (ii) *other operating expenses* – decrease in marketing and promotion expenses of RM2.1 million due to greater sponsorship for events during festive seasons.

4. FINANCIAL INFORMATION (Cont'd)

The decrease was offset by the following:

- (i) *other operating expenses* – increase in allowance for ECLs of RM2.6 million due to the absence of reversal of ECLs recorded in the FYE 2023 following the recovery from the COVID-19 pandemic;
- (ii) *property management fee and reimbursable* – increase in property management reimbursable of RM0.1 million in line with the increase in business activities; and
- (iii) *maintenance expenses* – increase in repair and maintenance of RM1.0 million, mainly to upkeep the equipment and building and increase in cleaning charges of RM0.3 million due to increase in number of cleaners stationed at the Subject Properties.

NPI

As a result of the factors discussed above, Paradigm REIT recorded an NPI of RM147.2 million for the FYE 2024, which represented an increase of RM30.5 million from NPI of RM116.7 million for the FYE 2023.

Management Fees

Management Fees increased by RM0.9 million to RM11.8 million for the FYE 2024 from RM10.9 million for the FYE 2023 in line with the increase in NPI.

Trustee's fee

Trustee's fee remained stable for the FYE 2023 and the FYE 2024 at RM0.5 million.

Other trust expenses

Other trust expenses increased by RM0.1 million to RM1.3 million for the FYE 2024 from RM1.2 million for the FYE 2023.

Finance costs

Finance costs increased by RM0.3 million to RM36.9 million for the FYE 2024 from RM36.6 million for the FYE 2023 due to unwinding of discount on tenants' deposits payable.

Profit before tax

As a result of the factors discussed above, Paradigm REIT recorded a profit before taxation of RM97.7 million for the FYE 2024 as compared to a profit before taxation of RM68.4 million for the FYE 2023.

Distributable Income

After adjusting for the non-cash items, Paradigm REIT recorded a Distributable Income of RM99.4 million for the FYE 2024, which increased by RM29.4 million from the Distributable Income of RM70.0 million for the FYE 2023.

4.4.10 Results of operations for the FYE 2023 compared to results of operations for the FYE 2022

Total Revenue

Total Revenue increased by RM28.5 million to RM190.2 million for the FYE 2023 from RM161.6 million for the FYE 2022, primarily due to the following reasons:

- (i) increase in Rental Income of RM23.6 million, primarily attributable to reduction of rental rebates amounting to RM6.5 million for Paradigm Mall JB and RM5.8 million for Paradigm Mall PJ as well as the increase in base rent, others (excluding rental rebates) and percentage rent amounting to RM9.5 million for Paradigm Mall JB and RM1.2 million for Paradigm Mall PJ;

4. FINANCIAL INFORMATION (Cont'd)

- (ii) increase in car park income of RM4.2 million, of which RM1.9 million is attributable to Paradigm Mall JB, RM1.2 million to Bukit Tinggi Shopping Centre and RM1.1 million to Paradigm Mall PJ. The increase is due to higher visitation and increase in car park rates in the FYE 2023; and
- (iii) increase in advertising and promotional income of RM2.7 million, of which RM1.7 million is attributable to Paradigm Mall JB and RM0.9 million to Paradigm Mall PJ. This is due to greater demand for advertisement spaces and promotion booths.

The increase in Total Revenue was offset by the decrease in other income of RM2.0 million, mainly due to the absence of one-off forfeiture income of an anchor lease in Paradigm Mall JB in the FYE 2023.

Property Operating Expenses

Property Operating Expenses increased by RM17.3 million to RM73.5 million for the FYE 2023 from RM56.1 million for the FYE 2022, primarily due to:

- (i) *other operating expenses* – increase in allowance for ECLs of RM4.4 million due to lower reversal of ECLs in the FYE 2023 following the recovery from the COVID-19 pandemic. The security charges have increased by RM2.2 million due to the increase in contract value while the marketing and promotion expenses have increased by RM1.9 million as part of the initiatives at Paradigm Mall JB to attract Singaporean shoppers post COVID-19 pandemic;
- (ii) *utilities* – increase in electricity charges of RM4.4 million due to increase in electricity tariff rate and usage as a result of higher footfall at Paradigm Mall PJ and Paradigm Mall JB;
- (iii) *property management fee and reimbursable* – increase in property management reimbursable of RM2.2 million in line with the increase in business activities;
- (iv) *maintenance expenses* – increase in cleaning charges of RM1.7 million is due to the increase in minimum wages causing increase in contract value; and
- (v) *quit rent and assessment* – increase in quit rent of RM0.7 million for Paradigm Mall PJ based on gross floor area instead of land area following the subdivision of master title to strata title.

NPI

As a result of the factors discussed above, Paradigm REIT recorded an NPI of RM116.7 million for the FYE 2023, which represented an increase of RM11.2 million from NPI of RM105.5 million for the FYE 2022.

Management Fees

Management Fees increased by RM0.3 million to RM10.9 million for the FYE 2023 from RM10.6 million for the FYE 2022 in line with the increase in NPI.

Trustee's fee

Trustee's fee remained stable for the FYE 2022 and the FYE 2023 at RM0.5 million.

Other trust expenses

Other trust expenses remained stable from the FYE 2022 to the FYE 2023 at RM1.2 million.

Finance costs

Finance costs decreased by RM0.8 million to RM36.6 million for the FYE 2023 from RM37.4 million for the FYE 2022 due to unwinding of discount on tenants' deposits payable.

4. FINANCIAL INFORMATION (Cont'd)

Profit before tax

As a result of the factors discussed above, Paradigm REIT recorded a profit before taxation of RM68.4 million for the FYE 2023 as compared to a profit before taxation of RM56.7 million for the FYE 2022.

Distributable Income

After adjusting for the non-cash items, Paradigm REIT recorded a Distributable Income of RM70.0 million for the FYE 2023, which increased by RM12.2 million from the Distributable Income of RM57.8 million for the FYE 2022.

4.4.11 Liquidity and capital resources

The Manager is of the opinion that Paradigm REIT's working capital would be sufficient for its present requirements as Rental Income (excluding percentage rent) is received in advance monthly and generally, tenants are required to provide a security deposit of at least 3 months of their monthly rental payable.

Upon listing, Paradigm REIT is expected to have RM38.6 million in cash to fund working capital and unanticipated cash needs.

The Manager anticipates that Paradigm REIT's primary uses of cash would be to fund day-to-day operations, trust expenses, servicing of debt, repair and maintenance as well as other property related costs, distributions, AEI and future property acquisitions. Funding of the foregoing would come from a combination of cash from operations and borrowings. Upon Listing, Paradigm REIT's expected gearing over its Total Asset Value will be approximately 34.0% while the regulated maximum gearing under the REIT Guidelines is 50.0% of its Total Asset Value at the time of borrowing.

4.4.12 Capital expenditures

Save for the major expansion and renovation of the Subject Properties to be carried out and completed by the respective Vendors as set out in Section 2.2.5 "Major expansion and renovation of Bukit Tinggi Shopping Centre", Section 2.3.7 "Major expansion and renovation of Paradigm Mall PJ" and Section 2.4.7 "Major expansion and renovation of Paradigm Mall JB" of this Prospectus, the Manager does not envisage any major capital expenditure to be incurred during the Forecast Period 2025.

4.4.13 Changes in Accounting Policies

There were no changes to the accounting policies of the Vendors. The Pro Forma Statement of Comprehensive Income has been compiled based on the Vendors' audited financial statements for the FYE 2022 and FYE 2023 and FYE 2024. The Pro Forma Statement of Comprehensive Income has been prepared in a manner consistent with the format and the accounting policies to be adopted by Paradigm REIT as set out in Section 4.4.4 "Material accounting policies" of this Prospectus.

4. FINANCIAL INFORMATION (Cont'd)

4.5 PROFIT FORECAST

Statements contained in this “Profit Forecast” Section that are not historical facts may be forward-looking statements. Such statements are based on the assumptions set forth in this Section of this Prospectus and are subject to certain risks and uncertainties which could cause actual results to differ materially from those estimates. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction by any of Paradigm REIT, the Manager, the Sponsor, the Vendors, the Trustee, the Principal Adviser, the Joint Bookrunners, the Joint Underwriters or any other person that the underlying assumptions will materialise, or that these results will be achieved or are likely to be achieved. See the Section on “Forward-looking Statements” and Section 5 “Risk Factors” of this Prospectus for further details. Investors in the Units are cautioned not to place undue reliance on these forward-looking statements which are made only as at the date of this Prospectus.

None of Paradigm REIT, the Manager, the Sponsor, the Vendors, the Trustee, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters guarantees the performance of Paradigm REIT, the repayment of capital or the payment of any distributions, or any particular return on the Units. The forecast yield stated in the following table is calculated based on the Retail Price of RM1.00 per Unit.

Such yields will vary accordingly based on the actual Listing Date, or for investors who purchase Units at a price that differs from the Retail Price.

Investors are cautioned that rental yield on the Subject Properties to be held by Paradigm REIT is not equivalent to the yield of the Units. Investors are cautioned that they will not get the full amount of the distribution per Unit as illustrated in the Profit Forecast. Current rental receipts and yields may not be sustained. The values of the Subject Properties may rise as well as fall.

The following table shows Paradigm REIT’s Profit Forecast for the Forecast Period 2025. The financial year end of Paradigm REIT is 31 December. The Profit Forecast has been prepared assuming that the first financial period is the financial period ending 31 December 2025 and the date of establishment of Paradigm REIT of 13 March 2025 and that the Acquisitions had been completed on 13 March 2025. The actual NPI for the financial period ending 31 December 2025 and the resultant distribution yield would be dependent on the rentals of the Subject Properties accruing to Paradigm REIT effective from the Listing Date. The Profit Forecast is based on the assumptions set out below and have been examined by the Reporting Accountants and should be read together with the “Reporting Accountants’ Letter on the Profit Forecast” set out in Appendix E of this Prospectus, as well as the assumptions set out in this Section of this Prospectus.

4. FINANCIAL INFORMATION (Cont'd)

Profit Forecast

	Forecast Period 2025
	RM'000
Total revenue ⁽¹⁾	187,464
Property Operating Expenses	(57,863)
Other income	344
NPI	129,945
Interest income	809
Change in fair value of investment properties	-
Net investment income	130,754
Non-property expenses	(11,147)
Finance costs	(30,295)
Profit before taxation	89,312
Taxation	-
Net profit for the financial period, representing total comprehensive income for the financial period attributable to Unitholders	89,312
Non-cash items	3,130
Distributable Income	92,442
Number of Units in issue ('000) ⁽²⁾	1,602,470
Distribution rate (%)	100
Distribution cover (times)	1.00
DPU (sen)	5.77 ⁽⁴⁾
Retail Price (RM/Unit)	1.00
Distribution yield on Retail Price (%)⁽³⁾	5.77⁽⁴⁾

Notes:

- (1) Comprises Rental Income, car park income and advertising and promotional income earned from the Subject Properties.
- (2) Total number of Units in issue includes the assumed Units issued to the Manager (as stated in Section 4.5.3.8 "Non-cash items" of this Prospectus) at an assumed issue price of RM1.00 per Unit.
- (3) Distribution yield is calculated based on the assumption that the Listing Date is on 13 March 2025 and issue price per Unit is RM1.00. The distribution yield will vary accordingly based on the actual Listing Date and issue price per Unit.
- (4) Annualised DPU and distribution yield on the Retail Price are 7.16 sen and 7.16% respectively. Annualised DPU is calculated by multiplying the DPU for the 294-days Forecast Period 2025 of 5.77 sen by a factor of 365 / 294.

4. FINANCIAL INFORMATION (Cont'd)

Forecasted Total Revenue and NPI

The following sets out the forecasted total revenue and NPI for each of the Subject Properties for the Forecast Period 2025:

Subject Properties	Forecast Period 2025	
	Total Revenue ⁽¹⁾	NPI
	RM'000	RM'000
Bukit Tinggi Shopping Centre	37,962	31,785
Paradigm Mall PJ	51,436	31,783
Paradigm Mall JB	98,066	66,377
Total	187,464	129,945

Note:

(1) Comprises Rental Income, car park income and advertising and promotional income earned from the Subject Properties.

4.5.1 Directors' analysis and commentary

The Directors confirm that the Profit Forecast of Paradigm REIT and the underlying bases and assumptions stated herein have been reviewed by the Directors. After due and careful enquiries, with the Directors taking into account the future prospects of the industry, the future plans and strategies of Paradigm REIT (as set out in Section 1.3 "Strategies" of this Prospectus) and its level of gearing, liquidity and working capital requirements, the Directors are of the opinion that the Profit Forecast of Paradigm REIT is achievable and the assumptions made are reasonable at the time of issue of this Prospectus, barring unforeseen circumstances.

Nevertheless, the bases and assumptions are inherently subject to significant business, economic and competitive uncertainties and contingencies, which are beyond the Manager's control. Therefore, future events, regionally and globally, may have a material impact on the actual results of Paradigm REIT during the Forecast Period 2025.

4.5.2 Bases and assumptions

The Profit Forecast has been prepared for illustrative purposes, on the bases and accounting principles consistent with those to be adopted in the preparation of the financial statements of Paradigm REIT. The financial year end of Paradigm REIT is 31 December. The Profit Forecast has been prepared on the assumption that the Acquisitions had been completed on 13 March 2025 and that Paradigm REIT is established and had commenced operation 13 March 2025, of which the financial statements will be prepared for a period of less than 12 months for the financial period ending 31 December 2025. The actual revenue to be recorded by Paradigm REIT shall commence on the Listing Date. The Manager has prepared the Profit Forecast on the following bases and assumptions. The Manager considers these bases and assumptions to be appropriate and reasonable as at the date of this Prospectus. However, investors should consider these bases and assumptions as well as the Profit Forecast and make their own assessment of the future performance of Paradigm REIT.

4.5.3.1 Total Revenue

Total Revenue of Paradigm REIT comprises the following:

Forecast Period 2025	Forecast Period 2025
	RM'000
Rental Income	
Base rent and others	144,849
Percentage rent	11,618
Advertising and promotional income	9,783
Car park income	21,214
	187,464

4. FINANCIAL INFORMATION (Cont'd)

Base rent and others

Base rent and others mainly comprise rental income derived from leasing of commercial lots, storage rental and external signage (including the effects of amortisation of fit-out contributions and straight-lining adjustments on rent-free period, staggered rent and rental rebates over the lease term in accordance with MFRS 16) of the respective Subject Properties. For the avoidance of doubt, rental income in respect of unexpired tenancy period of existing tenancy agreements is based on rental rates stipulated in respective tenancy agreements.

Subject Properties	Forecast Period 2025
	RM'000
Bukit Tinggi Shopping Centre	31,472
Paradigm Mall JB	73,074
Paradigm Mall PJ	40,303
	144,849

(i) Bukit Tinggi Shopping Centre

Base rent and others of Bukit Tinggi Shopping Centre are derived from the unexpired tenancy agreement with a third party, AEON, as at 13 March 2025 with a total GLA of 1,000,950 sq ft and straight-lining adjustments on staggered rent over the lease term in accordance with MFRS 16. The tenancy agreement will expire on 23 November 2029, with an option to renew for a further 3 years.

(ii) Paradigm Mall JB

The following is assumed in arriving at the forecasted base rent and others for Paradigm Mall JB for the Forecast Period 2025.

The lease expiry profile of Paradigm Mall JB in relation to Paradigm Mall JB's NLA as at 13 March 2025 and forecasted base rent (excluding straight-lining adjustments on rent-free period and staggered rent over the lease term) for the Forecast Period 2025 are as follows:

	Percentage of NLA %	Percentage of Forecasted Base Rent %
Existing tenancy agreements expiring		
On or after 1 January 2026	83.0	76.0
During the Forecast Period 2025	12.5	19.7 ⁽¹⁾
Tenancy agreements executed, but pending rent commencement	3.3	3.3 ⁽²⁾
Tenancy agreements not executed, but in negotiations with potential tenants	0.2	0.3 ⁽³⁾
Lettable areas with no tenants secured	0.9	0.7 ⁽⁴⁾
Vacant lots	0.1	-
	100.0	100.0

Notes:

- (1) For the tenancy agreements expiring in the Forecast Period 2025, it is assumed that the NLA which has yet to be renewed is either assumed to be renewed or occupied by new tenants (with tenancy periods ranging between 1 to 3 years).
- (2) Forecasted based on rental rates stated in the executed tenancy agreements.
- (3) Forecasted based on rental rates proposed by potential tenants and where applicable, forecasted based on rental rates stated in the tenancy agreements or letters of offer executed subsequent to 13 March 2025.

4. FINANCIAL INFORMATION (Cont'd)

- (4) Represent retail lots previously tenanted for which new tenants have yet to be secured. Rental rates are forecasted based on the average rental rate per sq ft ("**psf**") of surrounding retail lots. The assumed tenancy commencement date is forecasted based on the leasing team's best estimates vis-à-vis ongoing efforts and/or stage of negotiations with potential tenants.

The expected Average Occupancy Rate for the Forecast Period 2025 for Paradigm Mall JB is assumed to be 98.9%. The Average Occupancy Rate of Paradigm Mall JB during the FYE 2024 was 97.9%.

After taking into consideration the effects on straight-lining adjustments of rent-free period and staggered rent over the lease term, the expected average base rent ("**ABR**") for the Forecast Period 2025 for Paradigm Mall JB is RM5.89 psf per month ("**psf/m**"). The actual ABR of Paradigm Mall JB during the FYE 2024 was RM5.53 psf/m.

(iii) Paradigm Mall PJ

The following is assumed in arriving at the forecasted base rent and others for PMPJ for the Forecast Period 2025.

The lease expiry profile of Paradigm Mall PJ in relation to Paradigm Mall PJ's NLA as at 13 March 2025 and forecasted base rent (excluding straight-lining adjustments on rent-free period and staggered rent over the lease term) for the Forecast Period 2025 are as follows:

	Percentage of NLA %	Percentage of Forecasted Base Rent %
Existing tenancy agreements expiring		
On or after 1 January 2026	70.4	73.1
During the Forecast Period 2025	21.7	24.3 ⁽¹⁾
Tenancy agreements executed, but pending rent commencement	1.9	1.0 ⁽²⁾
Tenancy secured but pending execution of the tenancy agreements	0.1	0.1 ⁽³⁾
Tenancy agreements not executed, but in negotiations with potential tenants	1.0	0.8 ⁽³⁾
Lettable areas with no tenants secured	0.6	0.7 ⁽⁴⁾
Indoor amusement park	4.2	— ⁽⁵⁾
Vacant lots	0.1	-
	100.0	100.0

Notes:

- (1) For the tenancy agreements expiring in the Forecast Period 2025, it is assumed that the NLA which has yet to be renewed is either assumed to be renewed or occupied by new tenants (with tenancy periods ranging between 1 to 3 years).
- (2) Forecasted based on rental rates stated in the executed tenancy agreements.
- (3) Forecasted based on rental rates proposed by potential tenants and where applicable, forecasted based on rental rates stated in the tenancy agreements or letters of offer executed subsequent to 13 March 2025.
- (4) Represent retail lots previously tenanted for which new tenants have yet to be secured. Rental rates are forecasted based on the average rental rate psf of surrounding retail lots. The assumed tenancy commencement date is forecasted based on the leasing team's best estimates vis-à-vis ongoing efforts and/or stage of negotiations with potential tenants.
- (5) The indoor amusement park contributes to percentage rent only and therefore does not contribute to the forecasted base rent.

4. FINANCIAL INFORMATION (Cont'd)

The expected Average Occupancy Rate for the Forecast Period 2025 for Paradigm Mall PJ is assumed to be 98.1%. The Average Occupancy Rate of Paradigm Mall PJ during the FYE 2024 was 97.8%.

After taking into consideration the effects on straight-lining adjustments of rent-free period and staggered rent over the lease term, the expected ABR for Paradigm Mall PJ for the Forecast Period 2025 is RM6.16 psf/m. The actual ABR of Paradigm Mall PJ during the FYE 2024 was RM5.58 psf/m.

Percentage rent

Percentage rent is generally calculated by reference to a pre-determined percentage of the tenant's gross turnover. For the avoidance of doubt, no percentage rent is receivable from Bukit Tinggi Shopping Centre.

	Forecast Period 2025
	RM'000
Paradigm Mall JB	9,774
Paradigm Mall PJ	1,844
	11,618

The percentage rent for the Forecast Period 2025 is forecasted based on the actual percentage rent recorded during the corresponding period in the FYE 2024 after considering trends in individual tenants' sales performance and prospects observed up to February 2025, as well as the changes in proportion of the Gross Rental Income arising from tenancy renewals.

Advertising and promotional income

Advertising and promotional income is derived from rental of promotional space, push carts, vending machines, and rental of advertisement spaces located at prominent locations around the Subject Properties such as outdoor digital displays, external billboards, standees, pillar wraps, wall advertisements, escalators and boomgates.

	Forecast Period 2025
	RM'000
Bukit Tinggi Shopping Centre	92
Paradigm Mall JB	7,239
Paradigm Mall PJ	2,452
	9,783

Advertising and promotional income is generated by the Subject Properties entering into long-term advertising and promotional agreements with advertisers and ad hoc advertising and promotional income from short-term leasing of digital screens, billboards, banners and wall spaces.

Advertising and promotional income derived from long-term advertising and promotional agreements is forecasted based on monthly advertising and promotional rates stipulated in the advertising and promotional agreements.

4. FINANCIAL INFORMATION (Cont'd)

Car park income

Car park income comprises mainly casual parking income (which includes both normal and premium car parks), season parking income and motorcycle parking income.

	Forecast Period 2025
	RM'000
Bukit Tinggi Shopping Centre	6,398
Paradigm Mall JB	7,980
Paradigm Mall PJ	6,836
	21,214

The car park income for the Forecast Period 2025 is forecasted to increase based on the actual car park income recorded during the corresponding period in the FYE 2024, taking into account the contribution from premium parking income from Paradigm Mall JB which commenced in August 2024 and motorcycle parking income which commenced in April, May and June 2024 at Paradigm Mall JB, Bukit Tinggi Shopping Centre and Paradigm Mall PJ respectively, as well as overall improved footfall at the Subject Properties observed up to February 2025.

4.5.3.2 Property Operating Expenses

Property Operating Expenses comprise the following:

	Forecast Period 2025
	RM'000
Quit rent and assessment	5,269
Insurance	905
Repair and maintenance	9,634
Security charges	5,271
Cleaning charges	6,869
Electricity charges	12,816
Water charges	1,264
Marketing and promotion expenses	3,087
Property management fee and reimbursable	10,761
Miscellaneous expenses	1,987
	57,863

Quit rent and assessment

	Forecast Period 2025
	RM'000
Bukit Tinggi Shopping Centre	1,250
Paradigm Mall JB	1,489
Paradigm Mall PJ	2,530
	5,269

Quit rent for the Forecast Period 2025 is forecasted based on actual billings issued by the respective states' land offices in January 2025, whereas the assessment for the Forecast Period 2025 is forecasted based on the actual half-yearly billings issued by the respective municipal councils in January 2025.

4. FINANCIAL INFORMATION (Cont'd)

Insurance

	Forecast Period 2025
	RM'000
Bukit Tinggi Shopping Centre	175
Paradigm Mall JB	407
Paradigm Mall PJ	323
	905

Insurance for the Forecast Period 2025 is forecasted based on insurance premiums stipulated in the insurance policies entered into during the FYE 2024 and up to February 2025. These insurance policies cover the period from January 2025 to December 2025 and February 2025 to January 2026, except for certain insurance policies for Paradigm Mall PJ which cover the period from May 2024 to May 2025. In respect of Paradigm Mall PJ, the insurance premiums are forecasted based on insurance premiums stipulated in the existing insurance policies and the quotation received from the insurer for the renewal.

Repair and maintenance, security charges, and cleaning charges

	Bukit Tinggi Shopping Centre RM'000	Paradigm Mall JB RM'000	Paradigm Mall PJ RM'000	Total RM'000
Forecast Period 2025				
Repair and maintenance	386	4,991	4,257	9,634
Security charges	787	2,955	1,529	5,271
Cleaning charges	467	4,544	1,858	6,869
	1,640	12,490	7,644	21,774

Repair and maintenance, security charges and cleaning charges (collectively, "**Upkeep Expenses**") consist of contracted expenses and ad hoc expenses.

Contracted Upkeep Expenses for the Forecast Period 2025 are forecasted based on monthly charges as stipulated in executed agreements.

Ad hoc Upkeep Expenses for the Forecast Period 2025 are forecasted based on annual upkeep plan of the respective Subject Properties.

Electricity and water charges

	Bukit Tinggi Shopping Centre RM'000	Paradigm Mall JB RM'000	Paradigm Mall PJ RM'000	Total RM'000
Forecast Period 2025				
Electricity charges	104	8,897	3,815	12,816
Water charges	5	668	591	1,264
	109	9,565	4,406	14,080

Electricity and water charges for the Forecast Period 2025 are forecasted based on actual electricity and water charges incurred during the corresponding period in the FYE 2024, taking into account energy saving initiatives such as the installation of inverter AC units, optimisation of chillers depending on the shopper load and the successful applications to TNB for off peak tariff rider at Paradigm Mall JB and Paradigm Mall PJ (collectively, "**Electricity Savings and Reduction Measures**"). The amount of savings in electricity charges for the Forecast Period 2025 is forecasted based on the actual savings achieved through the Electricity Savings and Reduction Measures observed up to February 2025, along with the expected additional savings from the installation of solar panels in Paradigm Mall JB from February 2025 onwards.

4. FINANCIAL INFORMATION (Cont'd)

Marketing and promotion expenses

	Forecast Period 2025
	RM'000
Paradigm Mall JB	1,781
Paradigm Mall PJ	1,306
	3,087

Marketing and promotion expenses are discretionary expenses and are to be incurred on a need-to basis. These expenses are forecasted based on expenditure budgets approved by the respective boards of directors of WCTHJ and JPSB prior to the Acquisitions by Paradigm REIT.

Property management fee and reimbursable

Property management fee is payable to the Property Manager pursuant to the Property Management Agreement entered into between the Manager, the Trustee and the Property Manager. The Property Management Agreement was executed on 7 April 2025.

In addition, the Property Manager is also entitled to full imbursement of staff costs and other expenses incurred in discharging its responsibilities. It is assumed that the Property Manager is entitled to the property management fee and reimbursable of RM10.76 million for the Forecast Period 2025.

Miscellaneous expenses

Miscellaneous expenses for the Forecast Period 2025 consist mainly of allowance for ECLs and license fees.

4.5.3.3 Interest and other income

Interest income of RM0.81 million is derived from placement of idle funds in fixed deposits.

Other income of RM0.34 million consists mainly of car park clamping income and forfeiture income.

4.5.3.4 Change in fair value of investment properties

For the purposes of the Profit Forecast, the Board has assumed that the fair value of the Subject Properties will remain unchanged from acquisition date for the Forecast Period 2025. Accordingly, no fair value gain (or loss) has been included in the Profit Forecast.

4.5.3.5 Non-property expenses

Non-property expenses of Paradigm REIT comprise the following:

	Note	Forecast Period 2025
		RM'000
Management Fees		
Base fee	(i)	5,982
Performance fee	(i)	3,898
Trustee's fee	(ii)	431
Other trust expenses	(iii)	836
		11,147

(i) **Management Fees**

The Management Fees are governed by the Deed. The Manager's base fee is capped at 1.0% of Paradigm REIT's Total Asset Value, whereas the Manager's performance fee is capped at 5.0% of Paradigm REIT's NPI.

4. FINANCIAL INFORMATION (Cont'd)

To illustrate this expense for the purpose of the Profit Forecast, the Manager's base fee is assumed to be equivalent to 0.3% of Paradigm REIT's Total Asset Value, whereas the Manager's performance fee is assumed to be equivalent to be 3.0% of Paradigm REIT's NPI.

Further details on the Management Fees are set out in Section 4.5.3.8 "Non-cash items" of this Prospectus.

(ii) Trustee's fee

The Trustee's fee for the Forecast Period 2025 is forecasted based on the letter of award issued to the Trustee. The letter of engagement was executed on 22 August 2024. The Trustee's fee is assumed to be equivalent to 0.03% of Paradigm REIT's NAV.

(iii) Other trust expenses

Other trust expenses are expenses expected to be incurred by Paradigm REIT which are administrative in nature and are not directly attributable to the management and maintenance of the Subject Properties, such as auditors' remuneration, printing and stationaries, stamping and filing fees.

4.5.3.6 Finance costs

Finance costs of Paradigm REIT comprise the following:

	Note	Forecast Period 2025 RM'000
Interest expense on MTNs	(i)	30,184
Unwinding of discount on tenants' deposits payable	(ii)	111
		30,295

(i) Interest expense on MTNs

Interest expense on MTNs is forecasted based on the assumed weighted average indicative rates of 4.44% per annum based on the latest financing proposal available to the Board, and is computed based on the expected MTNs drawdown amount of RM844.00 million.

The following elements of the MTNs and the resulting interest expense are conditional upon the finalisation and execution of the MTN Programme and therefore may be subject to change:

- (a) the availability of the assumed MTN Programme limit of RM5,000.00 million;
- (b) the availability of MTNs assumed to be drawn down of RM844.00 million; and
- (c) the assumed weighted average indicative rates of 4.44% per annum.

(ii) Unwinding of discount on tenants' deposits payable

Represents the unwinding of discount on non-current tenants' deposits payable of Paradigm REIT.

4.5.3.7 Taxation

It is assumed that Paradigm REIT will distribute 100% of its total income to the Unitholders within 2 months from the close of the Forecast Period 2025, which forms the basis period for the year of assessment of Paradigm REIT and accordingly, Paradigm REIT will be exempted from income tax.

4. FINANCIAL INFORMATION (Cont'd)

4.5.3.8 Non-cash items

Non-cash items comprise the following:

	Forecast Period 2025
	RM'000
Management Fees payable in Units	
Manager's base fee ⁽¹⁾	1,495
Manager's performance fee ⁽¹⁾	975
Effects of MFRS 16 ⁽²⁾	(133)
Unwinding of discount on tenants' deposits payable ⁽³⁾	111
Allowance for ECLs ⁽⁴⁾	406
Miscellaneous non-cash items	276
	3,130

Notes:

- (1) The Board has assumed that a portion of the Management Fees will be payable in new Units at an assumed issue price of RM1.00 per Unit.
- (2) Accounting effects on straight-lining of rent-free period, staggered rent, rental rebates and fit-out contributions over the lease term in accordance with the requirements of MFRS 16.
- (3) Please refer to Section 4.5.3.6(ii) "Unwinding of discount on tenants' deposits payable" of this Prospectus for further details.
- (4) Please refer to Section 4.5.3.2 "Miscellaneous expenses" of this Prospectus for further details.

4.5.3.9 Distributable Income

It is assumed that Paradigm REIT will distribute 100% of its Distributable Income for the Forecast Period 2025.

4.5.3.10 General assumptions

In addition to assumptions disclosed elsewhere in the Profit Forecast, the following are general assumptions adopted by the Board:

- (i) there will be no significant changes in neither the prevailing economic and political (both domestic and overseas) nor property market conditions which will materially impact the activities or performance of the Subject Properties and/or Paradigm REIT;
- (ii) there will be no material changes to present legislation and Government regulations, including tax regulations and governmental guidelines/regulations which will adversely affect the Subject Properties and/or Paradigm REIT;
- (iii) there will be no major industrial disputes, both domestic and overseas, which will adversely affect the Subject Properties and/or Paradigm REIT;
- (iv) there will be no material litigations which will adversely affect the Subject Properties and/or Paradigm REIT;
- (v) credit risk of Paradigm REIT is assumed to be low, as significantly all revenue receivable by Paradigm REIT, such as Rental Income will be received within the credit term. Additionally, Paradigm REIT can legally offset any long outstanding Rental Income receivable against tenants' deposits to minimise its exposure. Accordingly, allowance for ECLs is assumed to be negligible; and
- (vi) there will be no significant changes in the terms and conditions of material agreements including but not limited to, the Deed and the Property Management Agreement.

5. RISK FACTORS

An investment in the Units involves risk. Prospective investors should rely on their own evaluation and carefully consider the following risk factors in addition to other information contained elsewhere in this Prospectus, before investing in the Units.

This Prospectus contains forward-looking statements that involve risks, uncertainties and assumptions. The actual results of Paradigm REIT could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks described below and elsewhere in this Prospectus. If any of the risks described in this Prospectus actually occur, Paradigm REIT's business, prospects, financial condition, results of operations and ability to make distributions could be negatively affected, the trading price of the Units could decline and investors may lose all or part of their investment.

Unless specified or quantified in the relevant risk factors set out in this Prospectus, the Manager is not in a position to quantify the financial or other implication of any of the risks described in this section. In addition, the following risk factors may not be exhaustive and additional risks and uncertainties not presently known to Paradigm REIT or the Manager, or which are currently deemed to be immaterial may become material in the future, which would have a material adverse effect on Paradigm REIT or the trading price of the Units.

As the nature of an investment in a REIT is meant to produce stable income distributions, investors should not expect to realise a significant proportion of their returns in Paradigm REIT to be in the form of capital gains.

Investors should be aware that the trading price of the Units may fluctuate. Investors should also note that they may not get back their original investment.

5.1 RISKS RELATING TO THE SUBJECT PROPERTIES

5.1.1 A substantial number of the tenancies and the master lease to AEON expire in certain years

Tenancies in respect of Paradigm Mall PJ and Paradigm Mall JB are generally for terms of 1 year to 3 years, while the master lease to AEON in respect of Bukit Tinggi Shopping Centre expires on 23 November 2029 with an option to renew upon expiry of the master lease for an additional 3 years. The table below illustrates the tenancy expiry profile of the Subject Properties for 1 April 2025 up to 31 December 2025 and each of the years from FYE 2026 to the FYE 2029 and thereafter:

Period	Percentage of Occupied NLA expiring (%)	Percentage of Gross Rental Income expiring (%)
From 1 April 2025 up to 31 December 2025	10.8	16.2
FYE 2026	29.5	35.5
FYE 2027	23.6	24.7
FYE 2028	2.0	2.1
FYE 2029 and thereafter	34.1	21.5
	100.0	100.0

5. RISK FACTORS (Cont'd)

The concentration of tenancy expiry in respect of Paradigm Mall PJ and Paradigm Mall JB in certain years heightens Paradigm REIT's exposure to the typical risks associated with tenancy expiries, including the risk of vacancies in case of non-renewal of tenancies, reduced occupancy rates and lower rental income. If the key tenants or a large number of tenants decide not to renew their tenancies upon expiry and in the event that new tenants are not secured or are secured only after a long vacancy period or at lower rental rates, the income of Paradigm REIT and distributions to Unitholders will be adversely affected. However, the Manager will have sufficient time to identify and secure new tenants before these tenancy expiries occur. In addition, the Manager is proactively varying the lease tenures of renewal of existing leases and that of new leases to spread the lease expiries.

In addition, no assurance can be given that AEON will agree to maintain existing terms and conditions of the master lease, including but not limited to rental rates. In the event AEON does not renew the master lease, Paradigm REIT may not be able to:

- (i) secure or within a reasonable period of time secure a suitable replacement master lessee for Bukit Tinggi Shopping Centre; or
- (ii) have the replacement lease being negotiated on terms that are substantially similar or comparable to that of AEON or satisfactory to Paradigm REIT,

potentially leading to a significant loss of revenue from leasing an entire retail space to a single tenant which may have a material adverse effect on Paradigm REIT's income, hence affecting the ability of Paradigm REIT to make distributions to the Unitholders.

However, should AEON decide not to renew, Paradigm REIT is well-equipped to assume management of Bukit Tinggi Shopping Centre, leveraging on the extensive expertise of the Board and key management personnel of the Manager.

AEON, being the sole tenant for the retail space at Bukit Tinggi Shopping Centre, limits the Manager's control over the sub-tenant mix and, consequently, the quality of the sub-tenants operating at Bukit Tinggi Shopping Centre. Nevertheless, Paradigm REIT's income from Bukit Tinggi Shopping Centre remains unaffected by the sales performance of AEON's sub-tenants as Paradigm REIT receives a steady and regular fixed rental income from AEON. While the Manager has limited oversight of the sub-tenants at Bukit Tinggi Shopping Centre, the fixed rental arrangement from AEON ensures a stable and predictable income stream for Paradigm REIT.

5.1.2 The Subject Properties may face increasing competition from other retail properties

The Subject Properties are located in areas where there are other competing properties are present and new properties may be developed which may compete with the Subject Properties. The appeal and attractiveness of the Subject Properties may decline in the future, especially if new retail properties and/or mixed used developments with a retail component are built and/or existing retail properties undergo upgrading and the Subject Properties fail to keep pace.

The income from, and the market value of, the Subject Properties will be dependent on the ability of the Subject Properties to compete against other similar retail properties for tenants. If, in the future, competing properties are more successful in attracting and retaining tenants, the income from the Subject Properties could be reduced. In order to retain existing tenants or attract new tenants, the Subject Properties may have to offer tenancies at rental rates below the prevailing rental rates in the market and this will in turn affect Paradigm REIT's income and amount of funds available for distributions to Unitholders.

5. RISK FACTORS (Cont'd)

5.1.3 The loss of key tenants or a significant number of tenants in the Subject Properties, a downturn in the businesses of the Subject Properties' key tenants and/or any breach by the key tenants of their obligations under their tenancy agreements may have a material adverse effect on the financial condition and results of operations of Paradigm REIT

Paradigm REIT's financial condition and results of operations may be material adversely affected by the bankruptcy, insolvency or downturn in the businesses of any one or more of the key tenants, as well as the decision by one or more of these tenants not to renew its tenancy or to terminate its tenancy before it expires. These key tenants include, but are not limited to, the overall top 10 tenants (including AEON) across the Subject Properties by Gross Rental Income and a significant number of tenants of any of the Subject Properties. If key tenants or a significant number of tenants terminate their tenancies prior to the expiry or do not renew their tenancies upon expiry, it may be difficult to secure replacement tenants on the same or more favourable terms.

The loss of key tenants or a significant number of tenants for any one of the Subject Properties could result in periods of vacancy, which could adversely affect the revenue and financial condition as well as footfall of the Subject Properties. The departure of key tenants could also have an impact on the interest of the potential or replacement tenants to take up a tenancy in the Subject Properties or the interest of the existing tenants to continue with or renew their tenancies in the Subject Properties. Consequently, Paradigm REIT's ability to make distributions to the Unitholders may be impacted.

Collectively, the overall top 10 tenants (including AEON) across the Subject Properties by Gross Rental Income accounted for approximately 31.4% of the Subject Properties' Gross Rental Income for the month of March 2025.

Similarly, if key tenants or a significant number of tenants do not renew their tenancies upon expiry or a significant number of early terminations by key tenants and/or other tenants occur, and replacement tenants cannot be secured, or if secured, tenancies are entered into with these tenants on terms less favourable than those with the prior tenants, this could materially and adversely affect Paradigm REIT's financial condition and results of operations.

Further, in the event that any key tenants of the Subject Properties are unable to pay their rent or breach their obligations under the tenancy agreements, Paradigm REIT's financial condition and results of operations, and ability to make distributions to the Unitholders may be adversely affected. The performance of the key tenants' other businesses (if any) could also have an impact on their ability to make rental payments to Paradigm REIT.

Factors that affect the ability of such key tenants to meet their obligations under the tenancies include, but are not limited to:

- (i) general economic conditions;
- (ii) their results of operation or financial condition; and
- (iii) the local economies of the relevant Subject Properties.

5. RISK FACTORS (Cont'd)

5.1.4 The Subject Properties may require significant capital expenditure beyond the Manager's current estimate and Paradigm REIT may not be able to secure funding

Paradigm REIT may require periodic capital expenditure for carrying out refurbishment, renovation, improvements and development works for the Subject Properties in order for them to remain competitive or income-producing. Paradigm REIT may not be able to fund such capital expenditure solely from cash derived from its operating activities and may not be able to obtain additional equity and/or debt funding on favourable terms or at all. If Paradigm REIT is not able to secure required funding for such capital expenditure, the Manager may not be able to refurbish, renovate or improve the Subject Properties which may adversely affect rental negotiations and rental rates in the future, and/or limit Paradigm REIT's ability to carry out its operations and to fund its future expansion, which in turn may have a material adverse effect on Paradigm REIT's financial condition.

5.1.5 Renovations, asset enhancement works and physical damage to the Subject Properties may disrupt the business and operations of the Subject Properties and collection of Paradigm REIT's Gross Rental Income and result in an adverse impact on the financial condition of Paradigm REIT

The quality and design of the Subject Properties have a direct influence over the demand for space in, and the rental rates of, the Subject Properties. The Subject Properties may need to undergo renovation, upgrading, development, redevelopment or asset enhancement programmes from time to time to retain their competitiveness. They may also require unforeseen ad hoc maintenance or repairs in respect of faults or problems that may develop or other asset enhancement works required due to the enforcement of new planning laws or regulations and it is possible that the Subject Properties may be required to undergo modification or rectification works to comply with such new planning laws or regulations. The costs of maintaining retail properties and the risk of unforeseen maintenance, repair and asset enhancement requirements tend to increase over time as buildings age. As a result of such renovation and redevelopment works, the business and operations of the Subject Properties may suffer some disruption and it may not be possible to collect the rental income in full, or at all, on space affected by such renovation and redevelopment works.

Further, there can be no assurance that Paradigm REIT will be able to collect the same amount of rental income even after such renovation or development works. Any inconvenience or disruption to the operations of the Subject Properties may also result in the loss of major tenants and/or a decrease in rental demand for the Subject Properties.

Further, physical damage to any of the Subject Properties resulting from fire or other causes may lead to a significant disruption to the business and operations of the affected Subject Property and, together with the foregoing, may impose unbudgeted costs on Paradigm REIT. This may result in an adverse impact on the financial condition and results of operations of Paradigm REIT and its ability to make distributions to the Unitholders.

5.1.6 The Subject Properties might be adversely affected if the Manager and the Property Manager do not provide adequate management and maintenance

Should the Manager and the Property Manager fail to provide adequate management and maintenance of the Subject Properties, the appeal of the Subject Properties may be adversely affected, potentially leading to a decrease in shopper traffic with shoppers being attracted to the competitors of the Subject Properties. This may result in a loss of tenants or lower rental rates, which will adversely affect the financial condition of Paradigm REIT and its ability to make distributions to the Unitholders.

5. RISK FACTORS (Cont'd)

As Bukit Tinggi Shopping Centre is leased to AEON as master lessee, AEON is responsible for the general management and maintenance of Bukit Tinggi Shopping Centre and Paradigm REIT is responsible for repairing all structural defects and maintaining machine and equipment of Bukit Tinggi Shopping Centre in accordance with the terms and conditions of the master lease agreement.

5.1.7 Paradigm REIT may suffer material losses in excess of insurance proceeds or Paradigm REIT may not put in place or maintain adequate insurance in relation to the Subject Properties and its potential liabilities to third parties

The Subject Properties face the risk of suffering physical damage caused by fire, terrorism, acts of God such as natural disasters or other causes, as well as potential public liability claims, including claims arising from the operations of the Subject Properties.

In addition, certain types of risks (such as risk and losses caused by acts of war or the outbreak of contagious diseases, contamination or other damages caused by breaches of environmental law) may be uninsurable or the cost of insurance of which may be prohibitive when assessed against the risk. Paradigm REIT's insurance policies for the Subject Properties include property damage caused by fire, machinery breakdown, plate glass, consequential losses caused from fire, burglary and public liability but do not in general cover acts of war, outbreak of contagious diseases, contamination or other damages caused by breaches of environmental law.

Should an uninsured loss or a loss in excess of insured limits occur, Paradigm REIT could be required to incur additional unbudgeted capital expenditure to pay compensation and/or lose capital invested in the affected Subject Property as well as anticipated future revenue from that property as it may not be able to rent or sell the affected Subject Property. No assurance can be given that losses in excess of insurance proceeds will not occur.

In addition, Paradigm REIT's insurance policies and terms of coverage are subject to renewal and negotiations on a periodic basis in the future and there can be no assurance as to the nature and extent of coverage and that they will be made available on commercially reasonable terms in the future. Any material increase in insurance rates or decrease in available coverage in the future may adversely affect Paradigm REIT's business, financial condition and results of operations.

5.1.8 The due diligence on the Subject Properties may not have identified all material defects, breaches of laws and regulations and other deficiencies

The Manager has arranged for due diligence to be carried out on the title and other legal matters affecting the Subject Properties. However, the due diligence that has been carried out to-date may not be able to reveal all breaches of laws or regulations or defects or deficiencies affecting the Subject Properties, including to the condition of the title thereof.

Further, no technical due diligence was undertaken by the Manager on the Subject Properties. There can be no assurance that the Subject Properties do not or will not have defects or deficiencies which will require additional expenditure, special repair or maintenance expenses or the payment of damages or other obligations to third parties. Such costs or liabilities may involve significant and potentially unpredictable levels of expenditure which could have a material adverse effect on Paradigm REIT's business, financial condition and results of operations.

Moreover, the representations, warranties and indemnities made in favour of Paradigm REIT by the Vendors may not offer sufficient protection for the costs and liabilities arising from any defect or deficiency.

5. RISK FACTORS (Cont'd)

5.1.9 The Appraised Values of the Subject Properties are based on various assumptions which may or may not materialise and the price at which Paradigm REIT is able to sell the Subject Properties in the future may be lower than the acquisition value of the Subject Properties

There can be no assurance that the assumptions relied on by the Independent Property Valuer are accurate or appropriate, and the Appraised Values of the Subject Properties may therefore potentially be inaccurate. Property valuation in general involves the use of assumptions, estimates, subjective parameters and/or close proxies. The Independent Property Valuer may have made a subjective determination of certain factors relating to the Subject Properties, such as their relative market positions, financial and competitive strengths, and physical conditions and, accordingly, the valuation of the Subject Properties (which determines the NAV per Unit) may be subjective in nature.

The valuation of any of the Subject Properties does not guarantee a sale price at that value now or in the future as values may change over the time and are subject to market conditions. The price at which Paradigm REIT may sell a property may be lower than the Appraised Value or its acquisition price. In any event, the Appraised Value of any of the Subject Properties does not guarantee that the future sale price of any of the Subject Properties will be favourable or will not fall below its acquisition price. If the sale price of any of the Subject Properties is significantly lower than its acquisition price, Paradigm REIT's financial condition may be materially and adversely affected.

5.1.10 Paradigm REIT is dependent on third parties for certain services

Certain services to the Subject Properties, for example, water, electricity, liquefied petroleum gas and sewerage treatment may be provided by third party service providers or may not be located within the Subject Properties. There can be no assurance that the third parties or other parties contracted by the third parties will fulfil their obligations under any contracts of service. Paradigm REIT is also dependent on the Property Manager for providing tenancy management services, marketing and marketing coordination services and property management services. Any interruption to such services to the Subject Properties may disrupt business operations and have a material adverse effect on Paradigm REIT's business, financial condition and results of operations.

5.1.11 Non-registration of discharges of charge for the Subject Properties

The Subject Properties are currently charged by the Vendors to the respective financiers as security for borrowings granted by the existing financiers to the Vendors and its affiliates. Redemption sums will be paid to the existing financiers to redeem the Subject Properties on or before the Listing Date. Pursuant to the terms of the SPAs, the relevant discharge forms relating to these existing charges will be presented for registration at the relevant land registry simultaneously with the presentation of the memorandums of transfer of the Subject Properties in favour of the Trustee. Notwithstanding the presentation of the discharge forms and the memorandums of transfer for registration at the relevant land registry, such discharge of charge forms may not be registered by the relevant land registry.

In the event that such discharge of charge forms are not registered by the relevant land registry, there is a risk of a delay in registration or non-registration of the memorandums of transfer of such Subject Properties in favour of the Trustee, on behalf of Paradigm REIT.

5. RISK FACTORS (Cont'd)

5.1.12 Registration of transfer of the Subject Properties may be delayed or may not take place at all

Under the land registration system in West Malaysia, the legal title in real property does not pass to the transferee until the relevant instrument of transfer has been duly registered in the relevant land registry in favour of the transferee. Depending on the relevant land registry, the registration process could take a few months to complete and the issue document of title to the real property registered under the name of the transferee will only be issued to the transferee after completion of such registration process. Although the registration process could take some time to complete, once the relevant instrument of transfer is registered, the date of change of ownership of the real property to the transferee will in practice be the date such instrument of transfer was presented for registration at the relevant land registry.

The presentation of the instruments of transfer in respect of the Subject Properties and the registration of the same in favour of the Trustee will only occur on or after the Listing Date. As such, there is a risk of a delay in registration or non-registration of the memorandums of transfer of such Subject Properties in favour of the Trustee.

To mitigate the risk of a delay in registration or non-registration of the memorandums of transfer of such Subject Properties in favour of the Trustee, the relevant SPAs provide that, among others, each relevant Vendor will hold the issue documents of title to the relevant Subject Properties as bare trustees on behalf of the Trustee following completion of the relevant SPAs and will not deal with the Subject Properties (including sell, lease, charge, encumber or otherwise) without the prior written consent of the Trustee and will do all such acts and things as may be reasonably required by the Trustee so that the Trustee may effectively deal with the Subject Properties in its capacity as the sole unencumbered beneficial owner, including granting a power of attorney to the Trustee with the power to fully deal with the Subject Properties as the true and rightful proprietor of the Subject Properties. However, there can be no assurance that the Vendors will comply with the terms of the SPAs, and/or that the Trustee will be able to enforce the terms of the SPAs. Notwithstanding the foregoing, the relevant SPAs allow the Trustee to issue a notice to the relevant Vendors to terminate the relevant SPAs if the issue documents of title to the Subject Properties cannot be registered in the name of the Trustee due to no fault on the part of the Trustee or the relevant Vendors.

5.1.13 Completion of the SPAs and assignments or transfers of certain contracts or licences may not occur

There can be no assurance that the SPAs, which are interdependent on each other, will complete in accordance with their respective terms. The SPAs are subject to conditions precedent, which may not be satisfied or waived. Further, the Vendors may fail to comply with the terms of the SPAs, including the obligation to complete the sale to the Trustee, on behalf of Paradigm REIT. Please refer to Section 14.3 "Salient Terms of the SPAs" of this Prospectus for details of the SPAs. If any SPA is not completed in accordance with its terms, the acquisitions of the Subject Properties by the Trustee will not complete, and Paradigm REIT will be unwound. In the event the Units have been allotted, the Unitholders who were allotted Units under the Offering will only receive refunds of their monies after the completion of the winding up of Paradigm REIT in accordance with the terms of the Deed.

Further, the assignment of certain servicing, maintenance and insurance contracts require the consents of various third parties before they can be validly transferred. However, there can be no assurance that all such contracts will be assigned to the Trustee and the Trustee may be adversely affected if the benefits of such contracts are unavailable or have to be re-contracted with the existing or new service providers or insurers on less favourable terms.

5. RISK FACTORS (Cont'd)

Some licences, permits and approvals required for certain operational aspects of the Subject Properties may need to be transferred to or applied for by the Trustee as the new owner of the Subject Properties upon completion of the SPAs. There can be no assurance that such licences, permits and approvals can be transferred or will be issued by the relevant authorities or government bodies within a reasonable period. Such operational aspects of the Subject Properties may be affected if these licences, permits and approvals cannot be transferred or are not issued and this may attract fines/penalties in the event that the Subject Properties are in operations without such valid licences, permits and approvals.

5.1.14 There can be no assurance that the Subject Properties will be able to maintain rental rates at prevailing market rates

The rental rates of the Subject Properties will depend upon various factors, including but not limited to, prevailing supply and demand conditions as well as the quality and design of the Subject Properties. There can be no assurance that the Manager will be able to procure new tenancies or renew existing tenancies at prevailing market rates.

The income from the Subject Properties will be dependent on the ability of the Subject Properties to compete against other retail properties for tenants. If, in the future, competing retail properties are able to offer lower rental rates to attract the existing tenants of the Subject Properties, the income from the Subject Properties could be reduced, thereby adversely affecting Paradigm REIT's cash flow and amount of funds available for distribution to the Unitholders.

5.1.15 Recurring traffic congestion in prime areas and transportation infrastructure near the Subject Properties may not be implemented as planned, or may be redirected, relocated, terminated, delayed or not completed and may affect overall accessibility to the relevant Subject Properties

Recurring traffic congestion in prime areas, along with potential delays or disruptions to transportation infrastructure near the Subject Properties, may negatively affect overall accessibility. Transportation projects could face issues such as redirection, relocation, termination, delays, or non-completion, all of which could impact the ease of access to the relevant Subject Properties.

In Petaling Jaya, Paradigm Mall PJ faces heavy traffic, particularly during peak hours, due to its main access via the LDP highway, while Paradigm Mall JB faces limited public transport connectivity.

There can be no assurance that amenities, transportation infrastructure and public transport services near the Subject Properties will be implemented or completed as planned or will not be closed, relocated, terminated or delayed. If such an event were to occur, it may adversely impact the accessibility, particularly during periods of heavy congestion and the attractiveness and marketability of the relevant Subject Property to tenants.

This may then have an adverse effect on the prospects of greater footfall, demand and the rental rates for the relevant Subject Property and adversely affect the business, financial condition and results of operations of Paradigm REIT.

5. RISK FACTORS (Cont'd)

5.1.16 Paradigm REIT may be subject to legal proceedings

Legal proceedings against Paradigm REIT relating to property management and disputes over tenancies may arise from time to time. There can be no assurance that Paradigm REIT will not be involved in such proceedings or that the outcome of these proceedings will not adversely affect the financial condition, results of operations or cash flow of Paradigm REIT. However, as at the Latest Practicable Date, neither Paradigm REIT nor the Manager is involved in any material litigation nor, to the best of the Manager's knowledge, is any material litigation or arbitration proceedings currently contemplated or threatened against Paradigm REIT or the Manager.

Paradigm REIT is exposed to the risk of litigation or claims by shoppers, contractors or tenants of the Subject Properties, which may arise for a variety of reasons, including accidents or injuries that may be suffered by them while at the Subject Properties, tenants' inability to enjoy the use of the Subject Properties in accordance with the terms of their tenancy and Paradigm REIT's failure to perform any of its obligations under any tenancy, construction or other contract or agreement entered into with contractors, tenants or other third parties. If Paradigm REIT incurs any liability arising from any litigation, this may have a material adverse effect on Paradigm REIT's business, financial condition and results of operations.

5.1.17 The Subject Properties or any part of them may be acquired compulsorily

Under Section 3 of the Land Acquisition Act 1960, the State Authority has the power to acquire any land, whether whole or in part, which is needed:

- (i) for any public purpose;
- (ii) by any person or corporation for any purpose which, in the opinion of the State Authority, is beneficial to the economic development of Malaysia or any part thereof or to the public generally or any class of the public; or
- (iii) for the purpose of mining or for residential, agricultural, commercial, industrial or recreational purposes or any combination of such purposes.

In the event of any compulsory acquisition of property in Malaysia, the amount of compensation to be awarded is based on the market value of a property and is assessed on the basis prescribed in the Land Acquisition Act 1960 and other relevant laws. The market value of the Subject Properties as determined by the State Authority may be lower than the market value as determined by any independent property valuer appointed by Paradigm REIT, or, if any of the Subject Properties were acquired compulsorily by the State Authority at a point in time when the market value of the Subject Properties has decreased, the level of compensation paid to Paradigm REIT may be less than the price which Paradigm REIT paid for the Subject Properties. This may have an adverse effect on Paradigm REIT's business, financial condition and results of operations. If the compulsory acquisition relates to a material section of the Subject Properties such as retail space, car park areas and/or access areas to the Subject Properties, the business and operations of the Subject Properties may be adversely affected thereby resulting in a reduction of Total Revenue and the market value of the Subject Properties.

5. RISK FACTORS (Cont'd)

5.2 RISKS RELATING TO PARADIGM REIT'S OPERATIONS

5.2.1 Paradigm REIT is exposed to economic, real estate market conditions (including uncertainties and instability in global market conditions and increased competition in the retail property market) and political risks in Malaysia

The Subject Properties are situated in Malaysia which exposes Paradigm REIT to the risk of a downturn in economic and property market conditions in Malaysia and also to political risks in Malaysia. A decline in Malaysia's economy could adversely affect Paradigm REIT's results of operations and future growth. Historically, the Malaysian property market has been cyclical and Malaysia's property values, rents and occupancy rates have been affected by, among others, the rate of economic growth, interest rates and inflation in Malaysia.

The performance of Paradigm REIT may also be adversely affected by a number of local real estate market conditions, such as the competitiveness of competing retail properties or the supply of and demand for retail properties. An economic decline in Malaysia, a decline in real estate market conditions in Malaysia or any other developments outside the control of Paradigm REIT and the Manager, would have a material adverse effect on Paradigm REIT's business, financial condition and results of operations.

In addition, the Malaysian economy is affected by global economic conditions. In recent years, the global economy has experienced high levels of volatility and uncertainty, including, among others, COVID-19 pandemic, the US-China trade war, fluctuation in oil prices and geopolitical conflicts, all of which could affect the Malaysian economy. The deterioration of the Malaysian economy could lead to significant declines in employment, household wealth, and consumer demand, which could adversely affect Paradigm REIT to the extent that it may result in:

- (i) reduced shopper traffic and/or tenants in the Subject Properties;
- (ii) a negative impact on the ability of the tenants to pay their rents (including percentage rent) in a timely manner or continue their tenancies, thus reducing Paradigm REIT's revenue and/or cash flows; and/or
- (iii) an increase in overall counterparty risk involving parties such as, but not limited to, tenants, advertising customers, insurers, lenders as well as contractors and suppliers (in terms of any warranties provided).

In an economic downturn, Paradigm REIT may have difficulty accessing the financial markets, which could make it more difficult or expensive to obtain funding in the future. There can be no assurance that Paradigm REIT will be able to raise funds at a reasonable cost, which may have a material adverse effect on Paradigm REIT's business, financial condition and results of operations.

In addition, Paradigm REIT is exposed to political risks in Malaysia. Paradigm REIT may be affected by changes in government policies as a result of a change of government administration and the political sentiment in Malaysia may change and affect Paradigm REIT adversely.

5.2.2 The Total Revenue earned from, and the value of, the Subject Properties may be adversely affected by a number of factors

The Total Revenue earned from, and the value of, the Subject Properties may be adversely affected by a number of factors, including:

- (i) vacancies following the expiry or termination of tenancies and/or leases that lead to lower occupancy rates, which reduce Paradigm REIT's Gross Rental Income and its ability to recover certain operating costs through service charges;

5. RISK FACTORS (Cont'd)

- (ii) the ability to collect rent from tenants on a timely basis or at all;
- (iii) the amount of and extent to which Paradigm REIT is required to grant rental rebates to tenants due to market pressure;
- (iv) tenants seeking the protection of bankruptcy / insolvency laws which could result in delays in the receipt of rent payments, inability to collect rental income, or delays in the termination of the relevant lease, or which could hinder or delay the re-letting of the space in question or the sale of the relevant property;
- (v) the amount of rent payable by tenants and the terms on which tenancy renewals and new tenancies are agreed upon being less favourable than current tenancies;
- (vi) tenants that breach the terms and conditions of the tenancies resulting in termination of tenancies or non-payment of rental;
- (vii) defects affecting the Subject Properties which could affect the operations of tenants resulting in the inability of such tenants to make timely payments of rent;
- (viii) the general macroeconomic and supply and demand trends affecting the global and Malaysian economic conditions and conditions in the retail real estate market sector in Malaysia
- (ix) adverse changes in laws, regulations or governmental policies may impact the underlying business and financial performance of tenants, which could in turn affect their ability to make timely payments of rent or continue their tenancies; and
- (x) acts of God, wars, terrorist attacks, riots, civil commotions widespread communicable diseases and other events beyond the control of the Manager.

5.2.3 Operating risks inherent to the retail property industry and increases in operating and other expenses of the Subject Properties may have an adverse effect on Paradigm REIT's financial condition and results of operations

Paradigm REIT's ability to maintain a certain level of distributions to the Unitholders could be adversely affected if its operating and other expenses increase without a corresponding increase in revenue or tenant reimbursement of operating and other costs. Factors which could increase operating and other costs of the Subject Properties include, but are not limited to, the following:

- (i) increase in quit rent and assessments (property and related taxes) and other statutory charges;
- (ii) change in statutory laws, regulations or government policies which increase the cost of compliance with such laws, regulations or policies;
- (iii) increase in utility costs (including any increase in preferential tariffs granted by utility service providers);
- (iv) increase in third party sub-contracted service costs;
- (v) increase in the rate of inflation;
- (vi) increase in insurance premiums;
- (vii) increase in property management cost and management fees;
- (viii) increase in costs of financing for operating or capital requirements; and

5. RISK FACTORS (Cont'd)

- (ix) damage or defects affecting the Subject Properties which need to be rectified, leading to unforeseen capital expenditure.

Additionally, capital expenditures and other expenses such as on-going repairs and maintenance may involve significant and unpredictable expenditures. Both the amount and timing of such expenditures will have an impact on the cash flow of Paradigm REIT. If the Subject Properties do not generate revenue sufficient to meet operating expenses, debt service and capital expenditures, Paradigm REIT's business, financial condition and results of operations may be materially and adversely affected and impacts its ability to maintain a certain level of distribution to the Unitholders.

Many of these factors may have an adverse effect on the NPI derived from the Subject Properties. The valuation of the Subject Properties will reflect such factors and as a result, such valuation may fluctuate.

5.2.4 Paradigm REIT is subject to risks inherent in concentrating investments in retail properties in a single country

Paradigm REIT's principal investment policy is to invest, directly, or indirectly, in a diversified portfolio of income-producing Real Estate used for retail, commercial, office, industrial and hospitality purposes and such other non-real estate assets in Malaysia.

The Subject Properties comprise 3 retail properties. As such, Paradigm REIT will be subject to additional risks compared to a portfolio that is diversified in terms of asset class. Other REITs which diversify their investments in terms of asset classes and geographical spread may not be exposed to the same level of risk as Paradigm REIT. These risks include, and are not limited to, a downturn in the retail sector and in the Malaysian economy, movements in interest rates and changes in policies or laws affecting visitors to the areas where the Subject Properties are located, reduced retail spending, tenant insolvency, reduced rental and occupancy rates. Such downturns would affect distributions to the Unitholders, and have a material adverse effect on Paradigm REIT's business, results of operations and financial condition.

5.2.5 The amount Paradigm REIT may borrow is limited, which may affect the operations and expansion of Paradigm REIT

Under the REIT Guidelines, Paradigm REIT is only permitted to borrow up to 50.0% of its Total Asset Value at the time any borrowing is incurred. Paradigm REIT may, from time to time, require further debt financing to execute its investment strategies. In the event that Paradigm REIT borrows 50% of its Total Asset Value or a decline in the value of the Deposited Property causes its borrowings to exceed the limit permitted under the REIT Guidelines, Paradigm REIT will be unable to obtain any further debt financing. In such circumstances, Paradigm REIT will not be able to pursue its investment strategies and may face adverse business consequences such as:

- (i) inability to fund capital requirements in relation to Paradigm REIT's existing asset portfolio or in relation to Paradigm REIT's acquisitions to expand its portfolio; and
- (ii) cash flow shortages (including with respect to distributions to the Unitholders) which Paradigm REIT might otherwise be able to resolve by borrowing.

5. RISK FACTORS (Cont'd)

5.2.6 Changes in consumer behaviour patterns in Malaysia may adversely affect Paradigm REIT

Changes in consumer behaviour patterns in Malaysia may adversely affect Paradigm REIT's business, financial condition and results of operations. The increasing trend of consumers shifting their preference from retail shopping to e-commerce may lead to a decrease in shopper traffic to the Subject Properties and to retail malls in Malaysia as a whole. This will lead to a downturn in the businesses of tenants of the Subject Properties and affect their ability to make rental payments to Paradigm REIT (including percentage rent), which will in turn adversely affect Paradigm REIT's Total Revenue.

Consumers have been and may continue to be affected by rising inflation and shrinking purchasing power. This may adversely affect the businesses of the tenants of the Subject Properties and of Paradigm REIT in turn.

5.2.7 Paradigm REIT may face risks associated with debt financing and existing and future debt facilities and debt covenants may limit or affect Paradigm REIT's operations

Upon Listing, Paradigm REIT will have total indebtedness of RM841.7 million (representing approximately 34.0% of its Total Asset Value of RM2,475.6 million based on Paradigm REIT's Pro Forma Statement of Financial Position). Paradigm REIT's actual indebtedness upon Listing is subject to the actual proceeds to be raised under the Offering. Further, a decline in the value of the Deposited Property may cause the borrowing limit under the REIT Guidelines to be exceeded, thus affecting Paradigm REIT's ability to make further borrowings.

Paradigm REIT is also subject to risks associated with existing and future debt financing, including the risk that its cash flow will be insufficient to meet the required payments of principal and interest under such financing, and therefore be unable to make distributions to the Unitholders. If further debt funding is incurred, it would result in increased debt service obligations and may result in additional operating and financing covenants, or liens on the Subject Properties, that would restrict its operations. Please refer to Section 3.8 "REIT Financing" of this Prospectus for further details on the debt financing of Paradigm REIT.

The Manager intends to distribute at least 90.0% of Paradigm REIT's Distributable Income. As a result of this distribution policy, Paradigm REIT may not be able to meet all of its obligations to repay any borrowings through its cash flow from operations. Paradigm REIT may be required to repay maturing debt with funds from additional debt or equity financing or both. There can be no assurance that such financing will be available on acceptable terms or at all.

If principal amounts due for repayment at maturity cannot be refinanced, extended or paid with proceeds of other capital transactions, such as new equity capital, Paradigm REIT will not be able to repay all maturing debt. In such cases, if Paradigm REIT defaults under such debt facilities, the lenders may be able to declare a default and initiate enforcement proceedings in respect of any security provided, and/or call upon any guarantees provided. Further, if Paradigm REIT's properties are mortgaged, such properties could be foreclosed by the lender or the lender could require a forced sale of the properties with a consequent loss of income and asset value to Paradigm REIT. This would in turn affect the distributions to be paid to the Unitholders.

5. RISK FACTORS (Cont'd)

Even if Paradigm REIT were able to secure new debt financing, Paradigm REIT may be subject to the risk that the terms of any refinancing undertaken will be less favourable than the terms of the borrowings sought to be refinanced (including bank borrowings or issuances of debenture and bonds). Paradigm REIT may also be subject to certain covenants that may limit or otherwise adversely affect its operations and its ability to make distributions to Unitholders. Such covenants may also restrict Paradigm REIT's ability to acquire properties or undertake other capital expenditure and may require it to set aside funds for maintenance or repayment of security deposits or require Paradigm REIT to maintain certain financial ratios (such as loan to value ratios). The triggering of any of such covenants may have an adverse impact on Paradigm REIT's financial condition.

Increases in interest rates could significantly affect Paradigm REIT's financial condition and results of operations. The interest rates of Paradigm REIT's borrowings could be subject to changes based on the cost of funds of the lenders, which could be subject to renegotiation on a periodic basis. If the interest rates for Paradigm REIT's existing or future borrowings increase significantly, its cost of funds will increase which may adversely impact its results of operations, planned capital expenditure and cash flows.

5.2.8 The Manager may not be able to successfully implement its investment strategies, including asset enhancements, for Paradigm REIT and future acquisitions may not yield the returns expected, may result in disruptions to Paradigm REIT's business, may strain management resources and may result in the dilution of holdings

There can be no assurance that the Manager will be able to implement its investment strategies successfully or that it will be able to expand Paradigm REIT's portfolio at any particular rate or to any particular size. The success of implementation of its investment strategies depends on the identification of suitable assets and the ability to obtain financing. The Manager may not be able to make acquisitions or investments on favourable terms or within a desired time frame, which will affect the growth of Paradigm REIT.

Paradigm REIT's ability to make new property acquisitions under its acquisition growth strategy may be adversely affected by the emergence of competitors in the retail property investment market. There may be significant competition for investment opportunities from other property investors, including other REITs, commercial property development companies and private investment funds. There can be no assurance that Paradigm REIT will be able to compete effectively against such entities.

Even if Paradigm REIT were able to successfully acquire property or investments, there can be no assurance that Paradigm REIT will achieve its intended return on or any positive returns on such acquisitions or investments.

Further, Paradigm REIT's external growth strategy and its asset selection process may not be successful and may not provide positive returns to the Unitholders. There are risks associated with pursuing further acquisitions of retail properties and/or mixed use developments with a retail component and successfully integrating them into Paradigm REIT's portfolio. For example, the expected benefit, synergies or efficiencies from such acquisitions may take longer than expected to be achieved or may not be achieved at all. New Units issued as consideration for or otherwise in connection with any new acquisition could also be dilutive to existing Unitholders. Further, acquisitions may divert management's attention away from day-to-day operations and cause disruptions to Paradigm REIT's operations.

Even if the Manager can identify suitable assets and investment opportunities for Paradigm REIT, obtaining funding for such acquisitions and investments may be difficult. Potential vendors may view negatively the prolonged timeframe and lack of certainty associated with the raising of equity capital to fund any such purchase. They may instead prefer other potential purchasers.

5. RISK FACTORS (Cont'd)

The Manager may from time to time initiate AELs on some of the Subject Properties. There can be no assurance that such plans for asset enhancement will materialise, or in the event that they do materialise, they may not achieve their desired results or may incur significant costs. For further details on the AELs of the Subject Properties, please refer to Section 2 “Subject Properties” of this Prospectus.

5.2.9 Paradigm REIT may not meet the requirements to enjoy tax exemptions under Section 61A of the Income Tax Act by virtue of, among others, tax adjustments which could affect the requirement of 90.0% distribution of taxable income or changes in tax laws which may affect Paradigm REIT and/or the Unitholders

Pursuant to Section 61A of the Income Tax Act, a REIT is exempted from income tax for the relevant year of assessment provided that it distributes at least 90.0% of its total income (as defined under the Income Tax Act) to its unitholders in the basis period of the REIT for the relevant year of assessment. The Malaysian Inland Revenue Board (“MIRB”) has given a concession for such distribution to be made within 2 months after the close of the financial year which forms the basis period for the tax assessment of the REIT.

Where the abovementioned conditions pursuant to Section 61A of the Income Tax Act are met, the total income of Paradigm REIT will be exempted from Malaysian income tax. However, Paradigm REIT is required to withhold tax on taxable income distributed to certain Unitholders. Please refer to Appendix C “Tax Consultant’s Letter on Taxation of Paradigm REIT and Unitholders” of this Prospectus for the Malaysian withholding tax implications on distributions to investors from a Malaysian REIT which meets the requirements of Section 61A of the Income Tax Act.

There can be no assurance that Paradigm REIT will be able to comply with the requirements to enjoy tax exemptions under Section 61A of the Income Tax Act. In the event of a tax audit, the MIRB may make an upward adjustment to the total income of Paradigm REIT, which may result in Paradigm REIT no longer satisfying the 90.0% threshold requirements of Section 61A of the Income Tax Act. Moreover, if Paradigm REIT was not originally exempted under Section 61A of the Income Tax Act, an upward adjustment to total income would result in Paradigm REIT being subject to more tax.

The Malaysian tax laws may be subject to change. For example, the pre-requisites for tax exemption may become more difficult to meet such that Paradigm REIT would be more likely to be subject to tax or the tax exemption for Malaysian REITs may be removed altogether. Other tax exemptions and/or tax treatment applicable to the Unitholders, such as stamp duty on the transfer of units, withholding tax on income distributed to the Unitholders, etc, may also be removed or changed in the future.

5.2.10 Paradigm REIT depends on certain key personnel and the loss of any key personnel may adversely affect its operations

Paradigm REIT’s performance depends, in part, on the experience, industry knowledge, continued service and performance of the executive officers of the Manager. They are actively involved in Paradigm REIT’s day-to-day operations and also responsible for formulating and implementing Paradigm REIT’s business plans and investment strategies. The key personnel of the Manager also play a key role in maintaining good relationships with Paradigm REIT’s tenants, bankers, service providers and key investors. Should these key personnel leave the employment of the Manager, allocation of resources will be required to secure a replacement and the duties which such executive officers are responsible for may be affected. The loss of any of these individuals may have an adverse effect on Paradigm REIT’s business, financial condition and results of operations.

Please refer to Section 6.5 “Management Team of the Manager” of this Prospectus for details of the executive officers of the Manager.

5. RISK FACTORS (Cont'd)

5.2.11 Paradigm REIT may be adversely affected by the illiquidity of real estate investments and the lack of alternative uses and may be exposed to a higher level of risk compared to other types of unit trusts that have a more diverse range of investments

Paradigm REIT's focus on retail properties involves a higher level of risk compared to a unit trust portfolio with a more diverse range of investments which are more liquid. Real estate investments are relatively illiquid and such illiquidity may affect Paradigm REIT's ability to vary its investment portfolio or liquidate part of its assets in response to changes in economic, real estate market or other conditions. Paradigm REIT may be unable to sell its assets on short notice or may be forced to give a substantial reduction in the price that may otherwise be sought for such assets if a quick sale is required. These factors could have an adverse effect on Paradigm REIT's financial condition and results of operations, with a consequential adverse effect on Paradigm REIT's ability to deliver expected distributions to the Unitholders.

A concentration of investments in Real Estate exposes Paradigm REIT to the risk of a downturn in the real estate market. Such downturns may lead to a decline in occupancy for properties in Paradigm REIT's portfolio. This will affect Paradigm REIT's Gross Rental Income from the Subject Properties, and/or a decline in the capital value of Paradigm REIT's portfolio, which will have an adverse impact on distributions to the Unitholders and/or on the results of operations and the financial condition of Paradigm REIT.

5.2.12 A change of investment strategies may adversely affect Unitholders' investments in Paradigm REIT

Paradigm REIT's policies with respect to certain activities, including investments and acquisitions, will be determined by the Manager. Unitholders and potential investors should note that, subject to the requirements of the Deed and the Relevant Laws and Requirements, the Manager has wide discretion to determine the investment strategies of Paradigm REIT including investments and acquisitions. Furthermore, as with other investment decisions, there are risks and uncertainties with respect to the selection of investments and with respect to the investments themselves. Please refer to Section 10.10 "Investment Policies of Paradigm REIT" of this Prospectus for further details on the restrictions relating to the investment policies of Paradigm REIT.

5.2.13 Potential conflicts of interest among Paradigm REIT, the Manager and the Sponsor or its subsidiaries may result in corporate actions and business decisions that are not in the Unitholders' best interest

The Sponsor will be the single largest Unitholder of Paradigm REIT following the completion of the Offering. The properties developed, managed and/or sold by the subsidiaries of the Sponsor and the investment properties held by the Sponsor via its subsidiaries may directly compete with the Subject Properties and their rental rates.

Although the Sponsor has implemented policies to minimise any potential conflicts of interest, there can be no assurances that any conflicts of interest which may arise among Paradigm REIT, the Manager and WCTH Group in the future will be appropriately addressed under these policies. Please refer to Section 11.4.1 "The Sponsor" and Section 11.4.2 "Manager's Policies on Related Party Transactions and Dealing with Conflict of Interest Situations" of this Prospectus for further details.

5. RISK FACTORS (Cont'd)

5.2.14 Potential conflicts of interest among common major unitholder/shareholder and common directors of WCTH and Pavilion REIT

Pavilion Real Estate Investment Trust ("**Pavilion REIT**") is listed on the Main Market of Bursa Securities. The core activity of Pavilion REIT is investment in income-producing real estate assets used solely or predominantly for retail purposes (including mixed-use developments with a retail component) in Malaysia and other countries within the Asia Pacific region, and Paradigm REIT is involved in the retail segment similar to Pavilion REIT.

As at the LPD, TSDL is the common major shareholder and unitholder and common director of the Sponsor and Pavilion REIT, while Dato' Lee is the common director of the Sponsor and Pavilion REIT, which will potentially give rise to a conflict of interest situation due to the overlapping influence of TSDL and Dato' Lee in both Paradigm REIT and Pavilion REIT. Please refer to Section 11.5.1 "Common major Unitholder/substantial shareholder and common directors" of this Prospectus for further details.

TSDL, Dato' Lee and the Manager, have provided irrevocable letters of undertaking to mitigate the potential conflict of interest. Please refer to Section 11.5.2 "Undertaking provided by TSDL", Section 11.5.3 "Undertaking provided by Dato' Lee" and Section 11.5.4 "Undertaking provided by the Manager" of this Prospectus for further details.

5.2.15 Potential conflicts of interest relating to the acquisition of properties from the Sponsor

Given the business portfolio of the Sponsor, the Manager may in the future recommend that Paradigm REIT acquire additional properties from the Sponsor and/or its subsidiaries. In such cases, the Manager is required to obtain valuations from independent property valuers and comply with all other applicable requirements applicable to such transactions pursuant to the REIT Guidelines. There can be no assurance that the negotiations with respect to such properties related to the sale and purchase of such properties (in particular, the representations, warranties and/or indemnities agreed) will not be adverse to Paradigm REIT.

Any potential conflict of interest between Paradigm REIT and the Sponsor may have a negative effect on Paradigm REIT's financial condition. However, the REIT Guidelines provide that any related party transaction must be made on terms which are the best available for the REIT and which are no less favourable to the REIT than an arm's length transaction between independent parties.

The Sponsor has granted the ROFR which will remain effective and binding for so long as:

- (i) the Manager remains as the management company of Paradigm REIT;
- (ii) the Sponsor holds direct and/or indirect interest of 50.0% or more in the Manager;
- (iii) the Sponsor holds direct and/or indirect interest of 33.0% or more in Paradigm REIT; and
- (iv) Paradigm REIT remains listed on Bursa Securities.

In the event the aforementioned conditions are not met, the ROFR may be terminated which may result in a reduced pool of ready assets available for Paradigm REIT's consideration for acquisition of properties.

5. RISK FACTORS (Cont'd)

The potential conflict of interest situation involving Paradigm REIT, the Manager and WCT and/or its subsidiaries in the future will be appropriately addressed under policies implemented by the Sponsor and Manager. Please refer to Section 11.4.1 “The Sponsor” and Section 11.4.2 “Manager’s Policies on Related Party Transactions and Dealing with Conflict of Interest Situations” of this Prospectus for further details.

5.2.16 Occurrence of any acts of God, war and terrorist attack may adversely and materially affect the business and operations of the Subject Properties

Acts of God, such as natural disasters, are beyond the control of Paradigm REIT or the Manager. These may materially and adversely affect the economy, infrastructure and livelihood of the local population. Paradigm REIT’s business, financial condition and results of operations may be adversely affected should such acts of God occur.

Paradigm REIT may have significant investments in markets that may in the future be the targets of actual or threatened terrorist attacks such. As a result, some tenants in these markets may choose to relocate their businesses to other markets or to lower-profile retail malls within these markets that may be perceived to be less likely targets of future terrorist activity. This could result in an overall decrease in the demand for retail space in these markets generally or in the Subject Properties in particular, which could increase vacancies in the Subject Properties or necessitate that the Subject Properties are leased on less favourable terms or both. In addition, terrorist attacks could directly or indirectly damage the Subject Properties, both physically and financially, or cause losses that materially exceed insurance coverage. As a result of the foregoing, Paradigm REIT’s ability to generate revenues and the value of its properties could decline materially.

Physical damage to the Subject Properties resulting from fire, flood, earthquakes or other acts of God or acts of war, civil unrest or terrorist attack may directly or indirectly lead to a significant disruption to the business and operations of the Subject Properties. This may result in the loss of invested capital in the affected Subject Properties as well as anticipated future revenues as it may not be able to rent or sell the affected Subject Properties and any financial obligations secured by such Subject Properties may be accelerated. As a result, income available for distribution to the Unitholders may be adversely affected.

5.2.17 Impact of disease outbreaks to Paradigm REIT’s business, financial condition and results of operations

Paradigm REIT may in the future face disruptions to its business, financial condition and results of operations due to the outbreak of an infectious disease together with any resulting restrictions on travel and/or imposition of quarantines.

Since the outbreak of the COVID-19 pandemic in 2020 up to Malaysia’s transition into the endemic stage on 1 April 2022, the Subject Properties had to comply with government directives aimed at controlling the pandemic, including lockdowns and other restrictions on the movement of people and goods, social distancing and workplace safety measures. As a result, these movement and social distancing restrictions have impacted the ability of its tenants to make sales.

There can be no assurance that Malaysia will not encounter other disease outbreaks in the future. This could have a similar impact to the business and operations of the tenants of the Subject Properties, and in turn, the revenues and results of Paradigm REIT, as in the COVID-19 outbreak.

These factors could materially and adversely affect the business, financial conditions and the results of operations of Paradigm REIT. For details on the impact of COVID-19 pandemic to the operations of the Subject Properties and tenants of the Subject Properties, please refer to Section 2.9.1 “COVID-19 conditions in Malaysia” of this Prospectus.

5. RISK FACTORS (Cont'd)

5.2.18 Paradigm REIT relies on information technology in its operations, and any material failure, inadequacy, interruption or security failure of that technology could harm its business

Paradigm REIT relies on information technology networks and systems, including the Internet, to process, transmit and store electronic information and to manage or support a variety of its business processes, including financial transactions and maintenance of records, which may include personally identifiable information of tenants and lease data. Paradigm REIT relies on commercially available systems, software, tools and monitoring to provide security for processing, transmitting and storing confidential tenant information, such as individually identifiable information relating to financial accounts. Although Paradigm REIT has taken steps to protect the security of the data maintained in its information systems, it is possible that such security measures will not be able to prevent the systems' improper functioning, or the improper disclosure of personally identifiable information such as in the event of cyber-attacks. Security breaches, including physical or electronic break-ins, computer viruses, attacks by hackers and similar breaches, can create system disruptions, shutdowns or unauthorised disclosure of confidential information. Any failure to maintain proper function, security and availability of Paradigm REIT's information systems could interrupt its operations, damage its reputation, subject Paradigm REIT to liability claims or regulatory penalties and could materially and adversely affect it.

5.2.19 Third parties may be unable to recover under claims brought against the Manager as the Manager is not an entity with significant assets

Third parties, in particular, Unitholders, may in future have claims against the Manager in connection with the carrying on of its duties as manager of Paradigm REIT (including in relation to the Offering and this Prospectus).

Under the terms of the Deed, the Manager is indemnified from the Deposited Property against any actions, costs, claims, damages, expenses or demands to which it may be put as the manager of Paradigm REIT unless occasioned by the fraud, negligence, wilful default or breach of the Deed by the Manager. In the event of any such fraud, negligence, wilful default or breach, only the assets of the Manager itself and not the Deposited Property would be available to satisfy a claim.

5.3 RISKS RELATING TO AN INVESTMENT IN THE UNITS

5.3.1 The actual performance of Paradigm REIT and the Subject Properties could differ materially from the forward-looking statements in the Prospectus

This Prospectus contains forward-looking statements regarding, among others, forecast distribution/yield levels for the Forecast Period 2025. These forward-looking statements are based on a number of assumptions which are deemed to be reasonable as at the date of this Prospectus and subject to uncertainties and contingencies which are outside of the Manager's control. As the actual results may differ materially from the forecasts, investors are advised to read and understand the assumptions, uncertainties and contingencies underlying the profit forecasts as set out in Section 4.5.2 "Bases and Assumptions" of this Prospectus. Paradigm REIT's ability to achieve the forecast distributions to Unitholders and/or yields is subject to events and circumstances assumed which may not occur as expected, or events and circumstances not anticipated which may arise.

No assurance can be given that the assumptions will be realised and the actual distributions to the Unitholders and/or yields will be as forecasted.

5. RISK FACTORS (Cont'd)

In addition, certain forward-looking statements regarding Paradigm REIT are subject to known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to differ materially from the future results, performance or achievements expressed or implied in such forward-looking statements. The inclusion of a forward-looking statement in this Prospectus should not be regarded as a representation or warranty by the advisers or the Manager, that the plans and objectives of Paradigm REIT will be achieved.

5.3.2 Paradigm REIT's Pro Forma Statement of Financial Position and Pro Forma Statement of Comprehensive Income included in the Prospectus may not reflect the actual financial position and results

Paradigm REIT's Pro Forma Statement of Financial Position have been prepared to show the effects of the Acquisitions, based on the assumption that the events had been effected on the date of establishment of Paradigm REIT. As Paradigm REIT's Pro Forma Statement of Financial Position are prepared for illustrative purposes only, such information, because of its nature, do not give a true picture of the effects of the formation of Paradigm REIT on the financial position of Paradigm REIT had the events occurred on the date of establishment of Paradigm REIT. Further, such information does not purport to predict Paradigm REIT's future financial position.

Paradigm REIT's Pro Forma Statement of Comprehensive Income included in this Prospectus has been prepared on an aggregate basis as if the Subject Properties have been operated under Paradigm REIT throughout and as at the periods and dates presented. The Pro Forma Statement of Comprehensive Income is also not necessarily indicative of the results of operations that would have been attained had Paradigm REIT actually existed earlier.

Please refer to Sections 4.1 and 4.2 of this Prospectus for further details on Paradigm REIT's Unaudited Pro Forma Statement of Comprehensive Income and Pro Forma Statement of Financial Position.

5.3.3 Paradigm REIT may not be able to make distributions to Unitholders or the level of distributions may fall

Distributable Income is dependent on:

- (i) the NPI earned from real estate investments which depends on, among others,
 - (a) the amount of Gross Rental Income and other property income received; and
 - (b) the level of property expenses incurred; and
- (ii) the trust level expenses of Paradigm REIT, such as Management Fees and financing costs.

If the Subject Properties do not generate sufficient Distributable Income and cash flows, Paradigm REIT's ability to make distributions to the Unitholders could be adversely affected.

No assurance can be given as to Paradigm REIT's ability to pay or maintain distributions. Neither is there any assurance that the level of distributions will increase over time, that there will be contractual increases in rent under the tenancies of the Subject Properties or that the receipt of Gross Rental Income in connection with expansion of the properties or acquisitions of properties will increase Paradigm REIT's cash flow available for distribution to the Unitholders.

5. RISK FACTORS (Cont'd)

5.3.4 The NAV per Unit may be diluted if further issues are priced below the then current NAV per Unit

The Deed contemplates new issues of Units, the offering price for which may be above, at or below the then current NAV per Unit. The NAV per Unit may be diluted if new Units are issued and the use of proceeds from such issue of Units generates insufficient cash flow to cover the dilution. Where new Units, including Units which may be issued to the Manager in payment of the Management Fee, are issued at less than the NAV per Unit, the then current NAV per Unit may be diluted.

5.3.5 Unitholders who do not or are not able to participate in future equity financing by Paradigm REIT will experience a dilution of their interest in Paradigm REIT

If Unitholders do not or are not able to participate in any future equity fund raising, such as rights issues or private placements, their proportionate interest in Paradigm REIT will be reduced. Any consideration received by such Unitholders for the sale of their rights under future equity fund raisings may not be sufficient to compensate for the dilution of their unitholdings as a result of the equity fund raising.

5.3.6 The price of the Units may decline after the Listing

The Final Retail Price and the Institutional Price may not be indicative of the market price for the Units upon completion of the Listing. The trading price of the Units will depend on many factors, including, but not limited to:

- (i) the perceived prospects of Paradigm REIT's business and investments and the market for Real Estate Assets;
- (ii) differences between Paradigm REIT's actual financial and operating results and those expected by investors and analysts;
- (iii) changes in analysts' recommendations or projections (if any);
- (iv) changes in general economic or market conditions;
- (v) market value of Paradigm REIT's assets;
- (vi) perceived attractiveness of the Units against those of other equity or debt securities, including those not in the real estate sector;
- (vii) balance of buyers and sellers of the Units;
- (viii) size and liquidity of the Malaysian REIT market;
- (ix) any changes to the regulatory system, including the accounting standards and tax system, both generally and specifically in relation to Malaysian REITs;
- (x) ability on the Manager's part to implement successfully its investment and growth strategies; and
- (xi) broad market fluctuations, including increases in interest rates and weakness of the equity and debt markets.

Units may trade at prices that are higher or lower than the NAV per Unit. To the extent that Paradigm REIT retains operating cash flow for investment purposes, working capital reserves or other purposes, these retained funds, while increasing the value of the Total Asset Value of Paradigm REIT and NAV, may not correspondingly increase the market price of the Units. Any failure to meet market expectations with regards to future earnings and cash distributions may adversely affect the market price for the Units.

5. RISK FACTORS (Cont'd)

Where new Units are issued at less than the market price of the Units, the value of an investment in Units may be affected. The Units are not capital-protected/guaranteed products. There is no guarantee that Unitholders can regain the amount invested. If Paradigm REIT is terminated or liquidated, investors may lose a part or all of their investment in the Units.

5.3.7 Volatility in market and economic conditions may affect the price and demand for the Units

Volatility in domestic and international securities markets, economic conditions, foreign exchange rates and interest rates may affect the market price of, and demand for, the Units. In particular, an increase in market interest rates may have an adverse impact on the market price of the Units if the annual yield on the price paid for the Units gives investors a lower return compared to other investments.

There can be no assurance that the performance of the Malaysian securities markets will continue to improve. The Malaysian securities markets are smaller than certain other international securities markets. Malaysian stock exchange has in the past experienced substantial fluctuations in the prices of listed securities.

5.3.8 Property yield on Real Estate to be held by Paradigm REIT is not equivalent to distribution yield on the Units

Generally, property yield depends on NPI and is calculated as the amount of revenue generated by the properties, less the expenses incurred in maintaining, operating, managing and leasing the properties compared against the current value of the properties.

Distribution yield on the Units, however, depends on the distributions payable on the Units, after taking into account other expenses including (i) taxes; (ii) interest cost for the debt facilities; (iii) the Manager's fees, property management fees and Trustee's fees; and (iv) other operating costs including administrative fees of Paradigm REIT, as compared with the purchase price of the Units.

5.3.9 The laws, regulations and accounting standards in Malaysia may change, including the introduction of new or revised legislation, regulations, guidelines or directives affecting REITs

Paradigm REIT may be affected by the introduction of new or revised legislation, regulations or accounting standards. Accounting standards in Malaysia are subject to change as they are further aligned with international accounting standards. The financial statements of Paradigm REIT may be affected by the introduction of such revised accounting standards. The extent and timing of these changes in accounting standards are unknown and subject to confirmation by the relevant authorities.

There can be no assurance that these changes will not:

- (i) have a significant impact on the presentation of Paradigm REIT's financial statements;
- (ii) have a significant impact on Paradigm REIT's results of operations;
- (iii) have an adverse effect on the ability of Paradigm REIT to make distributions to the Unitholders;
- (iv) have an adverse effect on the ability of the Manager to carry out Paradigm REIT's investment strategy; or
- (v) have an adverse effect on the operations and financial condition of Paradigm REIT.

5. RISK FACTORS (Cont'd)

Paradigm REIT may also be affected by the introduction of new or revised legislation, regulations, guidelines or directives affecting REITs. There can be no assurance that new or revised legislation, regulations, guidelines or directives will not adversely affect REITs in general or Paradigm REIT specifically and hence have a corresponding adverse effect on the Unitholders.

5.3.10 The RM may be subject to exchange controls

From 1998 to 2005, BNM maintained a fixed exchange rate of RM3.80 to USD1.00. In 2005, BNM removed the peg and allowed the RM to operate in a managed float, with the value of the currency being determined by various economic factors. There can be no assurance that Bank Negara Malaysia will, or would be able to, intervene or maintain this managed float system in the future or that any such intervention or managed float system would be effective.

Furthermore, there can be no assurance that the Government will not impose more restrictive or other exchange controls. Any further imposition, variation or removal of exchange controls may adversely affect the market price of the Units or the ability of investors to repatriate the proceeds of any distributions or from the sale of any Units out of Malaysia.

5.3.11 Foreign investment in Malaysian assets may be subject to further controls

Foreign investment in Malaysian assets is regulated and monitored by the Economic Planning Unit of the Prime Minister's Department ("EPU"). Currently, there is no restriction imposed on foreign investment in REITs which invest in Malaysian assets. However, there can be no assurance that the EPU and/or the Government will not impose any restrictive or other controls relating to foreign investment in Malaysian assets. Any imposition or variation of such controls may affect Unitholders' ability to sell the Units to foreign parties and may affect the liquidity of the Units. Such conditions may also limit Paradigm REIT's access to future sources of equity capital.

5.3.12 No right for Unitholders to request for redemption of their Units

Unitholders have no right to request the Manager to redeem their Units while the Units are listed on the Main Market. Accordingly, apart from selling their Units through trading on the Main Market, Unitholders may not be able to realise their investments in the Units.

5.3.13 The Units have never been publicly traded such that the listing of the Units on the Main Market may not result in an active or liquid market for the Units

There is no public market for the Units prior to the Offering and an active public market for the Units may not develop or be sustained after the Listing. Bursa Securities' approval for the admission of all the issued Units to the Official List of the Main Market and for permission to deal in and the listing and quotation of all the issued Units was obtained on 14 April 2025. However, listing and quotation does not guarantee that a trading market for the Units will develop or, if a market does develop, the liquidity of that market for the Units. Prospective Unitholders must be prepared to hold their Units for an indefinite length of time.

5.3.14 Failure in the Listing may result in refund monies without interest

The Listing is exposed to the risk that it may fail should any one or more of the following events occur:

- (i) the Managing Underwriter, Joint Underwriter, Lead Bookrunner and Joint Bookrunner exercise their rights pursuant to the Retail Underwriting Agreement and the Placement Agreement, respectively, to discharge themselves from their obligations under the respective agreements;

5. RISK FACTORS (Cont'd)

- (ii) Paradigm REIT is unable to meet the Public Spread Requirements at the point of Listing or such other minimum public unitholding spread as may be approved by Bursa Securities; or
- (iii) Financing Bank exercises its rights pursuant to the Facilities to discharge itself from the obligations under the Facilities.

If the Offering is not completed and/or the Manager decides in its absolute discretion not to proceed with the Listing, any monies paid in respect of all applications under the Retail Offering will be refunded without interest.

5.3.15 There can be no assurance that the Units will remain listed on Bursa Securities and/or not be suspended from trading

Although it is intended that the Units will remain listed on Bursa Securities, there is no guarantee of the continued listing of the Units. Among others, Paradigm REIT may not continue to satisfy the Public Spread Requirements. Accordingly, Unitholders will not be able to sell their Units through trading on Bursa Securities if the Units are no longer listed on Bursa Securities and/or are suspended from trading for an indefinite period.

6. THE MANAGER

6.1 CORPORATE INFORMATION

The Manager, Paradigm REIT Management Sdn Bhd (Registration No. 201901023858 (1333187-V)), was incorporated in Malaysia under the Companies Act on 8 July 2019. As at the LPD, it has an issued share capital of RM3.3 million comprising 3,300,000 ordinary shares.

A summary of the Manager's audited financial performance for the past 3 financial years being the FYE 2022 to the FYE 2024, are set out in the table below:

	FYE 2022	FYE 2023	FYE 2024
	RM	RM	RM
Paid-up share capital	1	1	1,100,000
Accumulated losses	(19,182)	(38,134)	(59,795)
Revenue	-	-	-
Loss before tax / loss after tax	(7,694)	(18,952)	(21,661)
Shareholders' funds	(19,181)	(38,133)	1,040,205

The principal activity of the Manager is to manage Paradigm REIT. The Manager is an 80.0% jointly-controlled entity of the Sponsor. The Manager is a CMSL holder, authorised to carry out fund management activities in relation to asset management restricted to REITs. As at the date of this Prospectus, the Manager only manages Paradigm REIT.

6.2 FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE MANAGER

The Manager shall, subject to the provisions of the Deed and the Relevant Laws and Requirements, carry out all activities as it may deem necessary for the management of Paradigm REIT and its business. The Manager's main responsibility is to manage activities in relation to Paradigm REIT.

The Manager shall, in managing Paradigm REIT, undertake primary management activities in relation to Paradigm REIT, including but not limited to overall strategy, new acquisition and disposal analysis, marketing and communications, individual asset performance and business planning, market performance analysis and other activities as provided under the Deed.

The Manager's functions, duties and responsibilities shall include the following:

- (i) to carry on and conduct its business in a proper, diligent and efficient manner and ensure that Paradigm REIT is managed and administered in a proper, diligent and efficient manner and in accordance with the Deed and the Relevant Laws and Requirements and in accordance with acceptable and efficacious business practices in the real estate investment industry;
- (ii) to exercise the degree of care and diligence that a reasonable person would exercise in the position of a management company and effectively employ the resources and procedures necessary for the proper performance of Paradigm REIT;
- (iii) to observe high standards of integrity and fair dealing in managing Paradigm REIT to the best and exclusive interest of the Unitholders;
- (iv) not to manage any other REIT which invests in the same type of properties as Paradigm REIT;
- (v) not to take on, lease or otherwise acquire, any immovable property or any interest therein, except for the purposes of operating Paradigm REIT and those entered into in the ordinary course of business;

6. THE MANAGER *(Cont'd)*

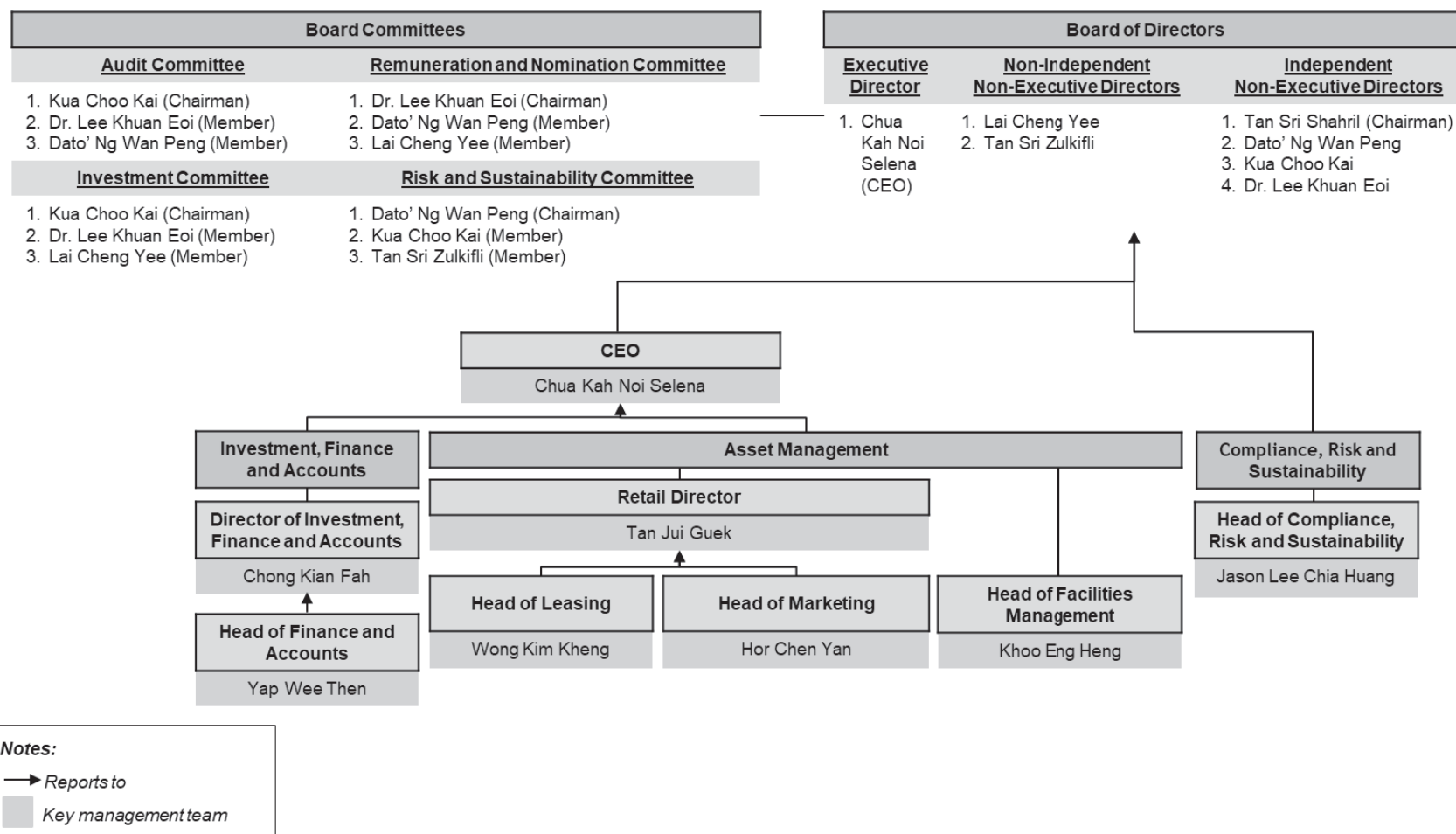
- (vi) not to make improper use of its position in, or information acquired through, managing Paradigm REIT to gain, directly or indirectly, an advantage for itself or for any other person or to cause detriment to the interest of the Unitholders and to ensure that its officers and delegates comply with the same;
- (vii) to submit or make available, or ensure that there is made available, to the Trustee such information as the Trustee requires with respect to all matters relating to Paradigm REIT to which the Deed relates;
- (viii) to the same extent as if the Trustee was a Director:
 - (a) to make available to the Trustee or an authorised officer or employee of the Trustee or the auditor of Paradigm REIT appointed by the Trustee ("**Auditor**"), for inspection, the whole of the books and records of the Manager in relation to Paradigm REIT wherever kept;
 - (b) to make available to the Trustee or an authorised officer or employee of the Trustee or the Auditor, for inspection, all financial and other records of Paradigm REIT wherever kept; and
 - (c) to give to the Trustee or an authorised officer or employee of the Trustee or the Auditor such oral or written information, explanation or other assistance that they may require with respect to all matters relating to Paradigm REIT or any assets of Paradigm REIT (whether acquired before or after the date of the Deed) or otherwise relating to the affairs of Paradigm REIT;
- (ix) to ensure that Paradigm REIT has, at all times, an appointed trustee;
- (x) unless otherwise permitted by the SC and the provisions of the Valuers, Appraisers, Estate Agents and Property Managers Act 1981, to appoint a property manager which has been approved by the Trustee to manage Real Estate held by Paradigm REIT and which possesses adequate human resources with the necessary qualifications, expertise and experience in real estate management;
- (xi) to ensure that all Real Estate held by Paradigm REIT is kept in good repair, that all valid notices from and requirements of proper authorities in relation thereto are observed and complied with and that they are let and otherwise dealt with to the best advantage;
- (xii) to insure and keep insured in the name of the Trustee for such amounts as may be recommended by a qualified independent valuer appointed by the Trustee against fire, explosion, storm, tempest, flood, lightning and other usual risks including loss of rent where applicable on all Real Estate comprised in the assets of Paradigm REIT and on request by the Trustee, produce for the inspection of the Trustee all insurance policies effected;
- (xiii) to furnish the Trustee with a copy of all announcements that the Manager makes to Bursa Securities as soon as practicable after the announcement is made to Bursa Securities;
- (xiv) to take all necessary steps to ensure that the assets of Paradigm REIT are adequately protected and properly segregated;
- (xv) to take all reasonable steps and exercise due diligence to ensure that the assets of Paradigm REIT and the Units are correctly valued in accordance with provisions of the Deed and the Relevant Laws and Requirements;

6. THE MANAGER *(Cont'd)*

- (xvi) for the purpose of valuing the assets of Paradigm REIT, to not do or omit anything that would or might confer on itself a benefit or advantage at the expense of the Unitholders or investors;
- (xvii) to account to the Trustee for any loss suffered by the fund as a result of the Manager's failure to exercise the degree of care and diligence required in operating and managing Paradigm REIT;
- (xviii) to ensure that its officers and delegates comply with any of its duties and obligations prescribed under the Relevant Laws and Requirements;
- (xix) to ensure that the assets of Paradigm REIT is clearly identified as Paradigm REIT's property and held separately from the assets of the Manager and any other fund managed by the Manager;
- (xx) to establish and maintain risk management systems and controls to enable it to identify, assess, mitigate, control and monitor risks in relation to Paradigm REIT;
- (xxi) to have adequate human resource with the necessary qualification, expertise and experience to carry on business as a management company;
- (xxii) to have adequate and appropriate systems, procedures, and processes to undertake the business in a proper, diligent and efficient manner;
- (xxiii) to pay the Trustee within 10 Market Days after its receipt, any moneys payable by it to the Trustee under the Deed;
- (xxiv) to appoint a full-time chief executive;
- (xxv) to appoint a compliance officer who must directly report to the board of directors of the Manager;
- (xxvi) to appoint an individual as a designated person responsible for the real estate portfolio management of Paradigm REIT, who must possess the necessary experience and expertise in real estate investment; and
- (xxvii) where investments of Paradigm REIT involve Real Estate located outside Malaysia:
 - (a) to ensure that it has the necessary experience, capability, resources and competence to deal with the legal and other regulatory requirements of the real estate located outside Malaysia;
 - (b) to demonstrate that it has the requisite competence, experience and resources to:
 - (A) analyse the issues and risks associated with foreign investments;
 - (B) develop, implement and keep up-to-date a set of effective internal controls and risk management systems to deal with existing and foreseeable risk associated with foreign investments; and
 - (C) inform investors in a clear, concise and timely manner of the investment profile and risk to Paradigm REIT; and
 - (c) to have a contingency plan that enables it to proactively respond to any urgent need that may arise in the course of its investment, management and divestment of such Real Estate.

6. THE MANAGER (Cont'd)

6.3 MANAGEMENT REPORTING STRUCTURE OF THE MANAGER



6. THE MANAGER (Cont'd)

6.4 DIRECTORS OF THE MANAGER

The Board is entrusted with the responsibility for the overall management of the Manager. The following table sets forth certain information regarding the Directors as at the LPD:

Name	Nationality	Position
Tan Sri Shahril Ridza Bin Ridzuan	Malaysian	Chairman/Independent Non-Executive Director
Dato' Ng Wan Peng	Malaysian	Independent Non-Executive Director
Kua Choo Kai	Malaysian	Independent Non-Executive Director
Dr. Lee Khuan Eoi	Malaysian	Independent Non-Executive Director
General Tan Sri Dato' Seri Panglima Ts Zulkifli Bin Zainal Abidin (Retired)	Malaysian	Non-Independent Non-Executive Director
Lai Cheng Yee	Malaysian	Non-Independent Non-Executive Director
Chua Kah Noi Selena	Singaporean	Executive Director/CEO

6.4.1 Experience and Expertise of the Board

Information on the business and working experience of the Directors is set out below:

- (i) **Tan Sri Shahril Ridza Bin Ridzuan**, a Malaysian aged 54, is the Chairman and Independent Non-Executive Director. He was appointed to the Board on 10 March 2025. He graduated from the University of Cambridge, United Kingdom with a Bachelor of Arts in 1992. Subsequently, he obtained a Bachelor of Civil Law from the University of Oxford, United Kingdom in 1994 and a Master of Arts from the University of Cambridge, United Kingdom in 1996. He has been called to both the Malaysian Bar and the Bar of England and Wales.

Tan Sri Shahril began his career as a Legal Assistant at Zain & Co from October 1994 to December 1996, where he practiced in the areas of corporate and commercial laws.

Subsequently, Tan Sri Shahril joined Trenergy (M) Berhad/Turnaround Managers Inc (M) Sdn Bhd in January 1997, Pengurusan Danaharta Nasional Berhad in July 1998 and SSR Associates Sdn Bhd in November 1999, where he was primarily involved in corporate restructuring and corporate recovery.

In August 2001, Tan Sri Shahril joined Malaysian Resources Corporation Berhad ("MRCB") as the Executive Director, where he was involved in the restructuring of MRCB group of companies. In 2003, he held the position of the Managing Director of MRCB, where his role included overseeing the property development and infrastructure building undertaken by MRCB group of companies. He was also responsible for the development of Kuala Lumpur Sentral into one of the main commercial centres in Malaysia.

6. THE MANAGER (Cont'd)

In December 2009, Tan Sri Shahril joined EPF as the Deputy Chief Executive Officer (Investments). Subsequently, from April 2013 to August 2018, he served as the Chief Executive Officer of EPF. During his tenure with EPF, he also served as a nominee director of EPF sitting on the respective boards of directors of Media Prima Berhad, Malaysia Building Society Berhad and MRCB.

In August 2018, he left EPF and joined Khazanah Nasional Berhad as the Managing Director in which he worked towards striking a balance between growing financial returns at the national sovereign fund whilst also ensuring long-term benefits for future generations of Malaysians. He left Khazanah Nasional Berhad in August 2021.

From June 2020 to March 2023, Tan Sri Shahril was appointed as the Non-Executive Director of Malaysia Airlines Berhad and Malaysia Aviation Group Berhad. As the Non-Executive Director, he was responsible for overseeing and monitoring the business performance of the companies and providing strategic guidance and support to the management team of the companies, in particular on the restructuring of the aviation business of the companies post COVID-19 pandemic.

As at the LPD, Tan Sri Shahril holds directorships in several public listed companies, namely Axiata Group Berhad (since November 2021) and Kuala Lumpur Kepong Berhad (since May 2023), each as an Independent and Non-Executive Director. As the Independent Non-Executive Director, he is responsible for overseeing board practices as well as supervising corporate governance and compliance matters of such public listed companies.

- (ii) **Dato' Ng Wan Peng**, a Malaysian aged 61, is the Independent Non-Executive Director. She was appointed to the Board on 10 March 2025. She graduated from Universiti Sains Malaysia with a Bachelor of Computer Science in 1988.

Dato' Ng began her career as a systems engineer at Uniphone Sdn Bhd in August 1988, where she was responsible for developing, managing and monitoring information and communications technology ("ICT") solutions for clients of various industries.

Dato' Ng left Uniphone Sdn Bhd in August 1991 and joined Sapura Advanced Systems Sdn Bhd as a Senior Systems Engineer, where the role that she assumed was similar to the role she had performed at Uniphone Sdn Bhd. She was subsequently promoted to the positions of the Project Manager and the Program Manager in 1993 and 1996 respectively, where her responsibilities were expanded to leading and driving the implementation of large-scale ICT projects, managing a project team to deliver ICT projects and leading and developing ICT solutions until August 1998.

In July 1998, Dato' Ng joined Multimedia Development Corporation Sdn Bhd (now known as Malaysia Digital Economy Corporation), which is the lead agency in driving and developing the digital economy in Malaysia under the Ministry of Communications and Multimedia Malaysia as the Senior Manager in the Regulation Department, where she led and drove the implementation of key digitalisation initiatives under multimedia super corridor ("MSC") flagship applications. Dato' Ng subsequently held the positions of the Vice President in the Flagship Coordinate Unit of the Regulation Department in February 2004 and the Vice President in the Capacity Development Division in November 2004, where she led and drove the development of key digital enablers, such as talent development, industry capability development, legal and regulatory, cybercities, infostructure and technology policy research. She was promoted to the position of the Chief Operating Officer in May 2009. As the Chief Operating Officer of the corporation, she led and drove the implementation of the corporation's vision and strategy and provided oversight and guidance to all business units to ensure all

initiatives or programmes planned and executed are aligned to the corporation's strategy goals. In addition, she also formulated policies and standard of procedures to drive effective decision making and execution. She left the corporation in December 2020.

In February 2021, Dato' Ng joined Big Bad Wolf Ventures Sdn Bhd, a company engaged in retail and wholesale business in Malaysia and abroad as the President, where she was tasked to lead and drive the group's technology and digital transformation to achieve the group's business expansion. Subsequently, Dato' Ng retired in October 2022.

In January 2022, Dato' Ng was appointed as a director of Digital Penang Sdn Bhd, a company owned by the State of Penang to strengthen mobility, connectivity and digital infrastructure in Penang, where Dato' Ng is responsible to impart her views and guidance to the State in relation to e-commerce ecosystem, financial technology ecosystem and digital transformation.

As at the LPD, Dato' Ng holds directorships in several public listed companies, namely Securemetric Berhad (since May 2021), Fraser & Neave Holdings Berhad (since January 2022), Iris Corporation Berhad (since February 2022) and Autocount Dotcom Berhad (since April 2022), each as an Independent and Non-Executive Director. As the Independent and Non-Executive Director, she is responsible for overseeing board practices as well as supervising corporate governance and compliance matters of such public listed companies.

- (iii) **Mr. Kua Choo Kai**, a Malaysian aged 65, is the Independent Non-Executive Director. He was appointed to the Board on 10 March 2025.

Mr. Kua graduated from the Monash University, Australia with a Bachelor of Economics in 1983. Subsequently he obtained a Master of Business Administration from the University of Bath (in association with The Malaysian Institute of Management) in 1995. He is a member of the Malaysian Institute of Accountants since 1988, a member of the Malaysian Institute of Certified Public Accountants since 1996 and a member of the Australian Society of Certified Practising Accountants (now known as CPA Australia) since 1983 and thereafter a fellow member since 1998. Mr. Kua was also a Certified Information Systems Auditor of the Information Systems Audit and Control Association from 2001 to 2020 and a member of the Association of Nutritional Medicine Practitioners, Malaysia from 2010 to 2023.

Mr. Kua began his career with Ernst & Whinney (Malaysia) (now known as Ernst & Young PLT) in January 1983 as a Junior Audit Assistant, where his responsibilities included reviewing and verification of assets and liabilities, physical stock attendance and reviewing of statutory records. In October 1984, he was promoted to the position of an Audit Assistant, where he was involved in financial audits of small and medium sized companies in the plantation, manufacturing, retail and trading sectors. In May 1986, he advanced to the position of an Audit Senior, where he undertook larger audit assignments. In January 1987, Mr. Kua was transferred to the Management Consultancy Services Department and subsequently appointed as a Consultant, where his role involved management and operation reviews of companies in the plantation, property and manufacturing sectors.

In September 1987, Mr. Kua was seconded to Ernst & Young's London office and held the position of a Computer Audit Senior and subsequently promoted to the position of a Computer Audit Supervisor in September 1988, where he was involved in computer security review of mainframe computers and mini-computers of some of the largest computer installation in Europe.

In May 1989, Mr. Kua returned to Malaysia and held the position of an Audit Assistant Manager in Ernst & Whinney (Malaysia) (now known as Ernst & Young PLT), where he was involved in audit work. In December 1989, Mr. Kua was transferred to the Management Consultancy Services Department, where he held the position of a Senior Consultant and subsequently promoted to the position of a Manager and a Senior Manager in January 1991 and January 1992 respectively. During his tenure with Ernst & Young PLT, he was the project manager for various assignments in the areas of financial and management process improvement, strategic planning, organisation reviews and privatisation feasibility studies.

In January 1994, Mr. Kua returned to mainstream audit and he was subsequently promoted to the position of the Principal in January 1995, where he served a number of diversified public listed companies involved in investment holdings, property development, manufacturing, construction, retail and trading. In July 1997, Mr. Kua was promoted to the position of a Partner and underwent an expatriate secondment to Ernst & Young's London and Cleveland offices, where he was involved in risk management services and business risk framework methodology development.

In April 1998, Mr. Kua returned to Malaysia and was appointed as the Head of Advisory Services Division of Ernst & Young PLT, where he was involved in the start-up of the risk and assurance business services in Ernst & Young PLT. In June 2005, he returned to the Assurance Department and was the engagement partner in charge of assurance services for several large conglomerate and multinational corporations. In June 2020, he retired as a Partner of Ernst & Young PLT and assumed the role of the Consultant from July 2020 to December 2020 under Ernst & Young Advisory Services Sdn Bhd.

As at the LPD, Mr. Kua holds directorships in several public listed companies, namely Cengild Medical Berhad (since May 2021), REDtone Digital Berhad (since February 2022), Berjaya Land Berhad (since June 2023) and UEM Edgenta Berhad (since November 2023), each as an Independent and Non-Executive Director. As the Independent and Non-Executive Director, he is responsible for overseeing the board practices as well as supervising corporate governance and compliance matters of such public listed companies.

- (iv) **Dr. Lee Khuan Eoi**, a Malaysian aged 69, is the Independent Non-Executive Director. She was appointed to the Board on 10 March 2025.

Dr. Lee graduated from the University of Malaya with a Bachelor of Accounting (First Class Honours) in 1979. Subsequently, she obtained a Master of Business Administration (Finance) from the University of Hull, United Kingdom in 1993. She further obtained a Doctor of Business Administration from the University of Newcastle, Australia in 2006. She also completed the Certified Business Coach Training Programme with the University of Malaya in 2009. She became a member of Asian Institute of Chartered Bankers in 1980 and admitted as a member of the Malaysian Institute of Accountants since 1982. She obtained her qualification as a Chartered Management Accountant in 2018. She is also a Chartered Financial Analyst charterholder since 2000 and a Project Management Professional certified by the Project Management Institute, United States since 2013.

Dr. Lee began her career as a trainee at OCBC Bank (Malaysia) Berhad in May 1979, where she was assigned to various departments within the bank. Subsequently, she held the position of an officer in the Accounts Department, where she was responsible for verifying and approving the bank's inter-branch transactions.

Dr. Lee left OCBC Bank (Malaysia) Berhad in September 1981 and joined The Chase Manhattan Bank, Kuala Lumpur (now known as J.P. Morgan Chase Bank Berhad) as a trainee and subsequently an Assistant Treasurer in the Corporate and Investment Banking Division, where her role included identifying, originating, executing and closing sales opportunities for corporate banking and financial products and services. In 1990, she was promoted to the position of the Assistant Vice President of the Corporate and Investment Banking Division, where she led a team of officers to provide corporate banking offering, solutions and products, as well as investment banking products to corporate clients.

In 1990, Dr. Lee was transferred to Chase Manhattan Asia Ltd, Hong Kong as the Vice President of Corporate Finance Division, where she led the execution of various corporate and investment banking transactions in Jakarta by preparing reports, application for credit approval and coordinating with different teams to ensure timely closing of the corporate loan and financing transactions.

In July 1992, Dr. Lee returned to The Chase Manhattan Bank, Kuala Lumpur as the Vice President of Global Financial Services and Investment Banking where her role was leading and managing a team of officers to provide corporate and investment banking solutions for financial institutions and corporate clients until her departure from the bank in October 2001.

In November 2001, Dr. Lee joined MMC Corporation Berhad as the General Manager of Corporate Planning, and subsequently in July 2008 as the Senior General Manager of Corporate Planning, where she was involved in managing and overseeing the banking and financing transactions as well as corporate finance transactions of the company and its group of companies. She held the positions of the Director of Corporate Planning in May 2010 and the Director of Corporate Strategy in May 2011, where she was responsible for overseeing the corporate planning activities of the company and its group of companies (collectively, the “**MMC Group**”). Subsequently, in January 2014, she held the position of the Director of Group Treasury and was tasked to manage the treasury function of the MMC Group, including overseeing the financial operations and the liquidity and cash flow of the MMC Group. Dr. Lee retired from her role as the Director Group Treasury in September 2022.

As at the LPD, Dr. Lee does not hold any directorship in any public listed company.

- (v) **General Tan Sri Dato’ Seri Panglima Ts Zulkifli Bin Zainal Abidin (Retired)**, a Malaysian aged 66, is the Non-Independent Non-Executive Director. He was appointed to the Board on 19 August 2024.

Tan Sri Zulkifli graduated from the Swansea Institute of Higher Education (an associated college of the University of Wales, United Kingdom) with an Advanced Diploma in Business and Management in 1995. He further obtained a Master in Management from the Asian Institute of Management, Philippines in 1998. He also completed the Senior Executives in National and International Security programme in JFK School of Government, Harvard University, United States of America in 2008. He is a chartered fellow of The Chartered Institute of Logistic and Transport since 2016, a member of the Malaysia Board of Technologists since 2019 and a fellow of the Academy of Professors Malaysia since 2022.

Tan Sri Zulkifli was commissioned in the Royal Malay Regiment since 1978. He held various commands and staff in the Army and Armed Forces, including among others, the Commanding Officer of Infantry Battalion, the Commandants of Recruit Training Centre, the Brigade Commander of the Malaysian Army and the Assistant Chief of Staff Defence Planning at the Armed Forces Headquarters. From June 2011 to June 2013, he was the 24th Chief of Army of the Malaysian Armed Forces. From June 2018 to January 2020, he was the 20th Chief of Defence Forces of Malaysian Armed Forces. Subsequently, Tan Sri Zulkifli retired in January 2020.

Tan Sri Zulkifli served as the Vice Chancellor of the National Defence University of Malaysia for 2 terms, from May 2008 to May 2010 and from June 2013 to May 2018 respectively, where he was responsible for the overall leadership, management, and administration of the university. Tan Sri Zulkifli was also a professor in the National Defence University of Malaysia from May 2017 until February 2023, where he provided guidance to the undergraduates and assists in the development and evaluation of academic and training programmes. Tan Sri Zulkifli was subsequently appointed as the Honorary Professor by the National Defence University of Malaysia on June 2023 for a 2 years period until June 2025.

As at the LPD, Tan Sri Zulkifli is the Independent Non-Executive Director of Genting Plantation Berhad (since May 2023), where he is responsible for overseeing board practices as well as supervising corporate governance and compliance matters of such company.

- (vi) **Ms. Lai Cheng Yee**, a Malaysian aged 50, is the Non-Independent Non-Executive Director. She was appointed to the Board on 20 March 2024.

Ms. Lai graduated from The Institute of Chartered Secretaries & Administrators, United Kingdom in 1999. She further obtained a Master of Economics from the University of Malaya in 2003. She is an associate member of The Institute of Chartered Secretaries and Administrators, United Kingdom since 2000. She is also a board member of Tourism Malaysia since September 2023.

Ms. Lai began her career with Diethelm (Malaysia) Sdn Bhd (now known as DKSH Malaysia Sdn Bhd) as a Credit Control Executive in 1997, where she was responsible in credit control and reconciliation of accounts. She left the company in 1998.

In 1999, Ms. Lai joined B.I.G. Industries Berhad ("**BIG**") as the Personal Assistant to the Group Managing Director, where her responsibilities included managing and overseeing the performance and operations of BIG group of companies with emphasis in planning, coordination and policies implementation. She was also actively involved in the administration and management of property development projects as well as the diversified business projects undertaken by BIG group of companies.

Subsequently in 2002, Ms. Lai was transferred internally to Bantin & Associates (an associate company of BIG) as the Administration Manager cum Company Secretary, where she was appointed as the company secretary of numerous private limited companies. She was responsible for, among others, completion and lodgment of statutory documents and preparing and coordinating directors' meetings and shareholders' meetings. She left Bantin & Associates in October 2006.

In October 2006, Ms. Lai joined Procter & Gamble Malaysia Sdn Bhd as the Personal Assistant to the Country Chief Executive Officer, where she assisted the Country Chief Executive Officer in various projects and assignments for the continuous work process improvement until March 2007.

From February 2007 to July 2007, Ms. Lai joined Marcus Evans (M) Sdn Bhd as the Corporate Affairs Manager, where she was responsible for conducting research on the business opportunities in setting up new companies/branches within the Asia Pacific Region. She also attended to the legal and secretarial matters to ensure the compliance with the applicable company laws.

In August 2007, Ms. Lai joined Melium Sdn Bhd as the Corporate Affairs Manager, where she advised on corporate exercises and reviewed any potential business risks and opportunities of the company until August 2008.

Subsequently in August 2008, Ms. Lai joined F&N Beverage Marketing Sdn Bhd, the beverage arm of F&N Holdings Berhad, as the Corporate Planner, where she provided support to the Managing Director and the top management of the company in executing strategic plans, operational improvement, business expansion and project planning activities until October 2012.

From November 2012 to December 2015, Ms. Lai joined Khuan Choo Development Sdn Bhd, a subsidiary of Malton Berhad, as the Special Assistant to the Executive Chairman, where she provided support to the Executive Chairman on business enhancement initiatives and evaluation of new business development opportunities.

In May 2016, Ms. Lai returned to F&N Beverage Marketing Sdn Bhd, as the Head of Corporate Planning and Insights Department, where she was responsible for the management of annual budget and business planning activities as well as formulating short-term and long-term business strategies of the company.

In August 2018, Ms. Lai left F&N Beverage Marketing Sdn Bhd and joined WCT Holdings Berhad as the Director, the Executive Chairman's Office, where she was involved in assisting the Executive Chairman in overseeing the operations of the WCTH Group. In June 2024, Ms. Lai was redesignated as the Director of Concession and Hospitality Business of WCT Holdings Berhad, where she leads the hospitality and aviation division of the WCTH Group and undertakes special projects for the development of new businesses for the WCTH Group.

As at the LPD, Ms. Lai does not hold any directorship in any public listed company.

- (vii) **Ms. Chua Kah Noi Selena**, a Singaporean aged 55, is the Executive Director and the CEO of the Manager. She was appointed to the Board on 10 September 2020 and as the CEO of the Manager on 6 March 2025. She graduated from the National University of Singapore with a Bachelor of Science (Estate Management) in 1993.

Ms. Selena began her career as an Operation Executive at DPM Pte Ltd, where she supervised the daily operations of Parkway Parade Shopping Centre, the food court and the office tower.

In 1994, Ms. Selena left DPM Pte Ltd and joined Richard Ellis (Pte) Ltd (now known as CB Richard Ellis (Pte) Ltd) as an Assistant Manager, Retail Marketing, where she worked with retail landlords to lease their malls to suitable tenants and advised and placed retailers in suitable malls for their operations. She left CB Richard Ellis in 1999.

6. THE MANAGER (Cont'd)

Subsequently in 1999, Ms. Selena joined CapitaLand Retail Management Pte Ltd as the Retail Group Leasing Manager and promoted to the position of the Vice President, Group Leasing in April 2007 with the primary role of overseeing and managing all the leasing activities of the malls within the company and its group of companies, including Raffles' City, Plaza Singapura, Bugis Junction, Tampines Mall and Junction 8 in Singapore. She was also responsible for managing rental income and the occupancy rates of the company's assets. During her tenure with CapitaLand Retail Management Pte Ltd, she involved in the initial public offering and listing of CapitaLand Mall Trust (now known as CapitaLand Integrated Commercial Trust), being the first listed REIT in Singapore. She left the company in 2007.

In 2007, Ms. Selena joined John Little Pte Ltd as the General Manager of John Little Department Store, where she was responsible for overseeing the performance of all the stores and the growth of business of the stores in Singapore. She also involved in the development of the skincare and cosmetics concept store within the John Little Department Store.

From September 2009 to August 2012, Ms. Selena stepped down temporarily from her career to provide full-time care for her children.

In October 2012, Ms. Selena set up Synergistic Retail Consultancy and Management Pte Ltd together with her business partners, where she involved in tenant representation, assisting retailers in their concepts, design, layout, pricing and location of outlets and other retail consultancy services. Subsequently in March 2020, Ms. Selena ceased the business of Synergistic Retail Consultancy and Management Pte Ltd.

In April 2017, Ms. Selena joined WCT (S) Pte Ltd and subsequently she was transferred internally to WCT Malls Management Sdn Bhd in January 2020 as the Chief Executive Officer (Retail Division) to oversee the management of all the retail malls within the WCTH Group and WCTH's joint ventures, namely Paradigm Mall Petaling Jaya, Bukit Tinggi Shopping Centre, Paradigm Mall Johor Bahru, SkyPark Terminal in Selangor and gateway@klia2. She was also involved in the planning and development and purchase of new retail malls for the WCTH Group. During her tenure with the WCTH Group, she was involved in the planning and asset enhancement exercise undertaken for Paradigm Mall Johor Bahru, gateway@klia2 and Paradigm Mall Petaling Jaya to enhance their attractiveness, improve their occupancy rate and increase their rental income.

As at the LPD, Ms. Selena does not hold any directorship in any public listed company.

6.4.2 Directorships of the Directors in other Management Companies

As at the LPD, none of the Directors holds directorships in any other management companies.

6.4.3 Role of the Board

The Board is collectively responsible for the proper stewardship of the business of Paradigm REIT with a view to enhance long term Unitholder value and investor interests while taking into account the interests of other stakeholders and maintaining high standards of transparency, accountability and integrity.

The Directors, as stewards of the Manager and Paradigm REIT, shall exercise reasonable care, skill and diligence for a proper purpose and good faith, in the best interests of Paradigm REIT. Directors are required to keep abreast of their responsibilities as Directors and of the conduct, business activities and development of Paradigm REIT.

6. THE MANAGER (Cont'd)

Each Director has been appointed on the basis of their professional experience and ability to provide the proper guidance to Paradigm REIT.

The Board will have in place a set of internal controls which set out certain approval limits to facilitate operational efficiency as well as arrangements in relation to cheque signatories. To further facilitate operational efficiency, sub-limits are also delegated to various management levels.

The Audit Committee closely monitors any changes made to regulations and accounting standards. In order to keep pace with regulatory changes which have an important bearing on the Manager's or its Directors' disclosure obligations, briefing will be provided to the Directors either during Board meetings or at specially convened sessions involving relevant professionals.

Complete and adequate information is also provided by the management to the Board in a timely manner through regular updates on financial results, market trends and business developments.

There are 4 Directors who are non-executive and independent. This allows the management to benefit from their external, diverse and objective perspective on issues that are brought before the Board to facilitate the making of informed and critical decisions.

The above would also enable the Board to interact and work with the management through a robust exchange of ideas and views to help shaping the strategic process. This, together with clear identifiable roles of the Chairman of the Board and the CEO of the Manager, provides a healthy professional relationship between the Board and the management, with clarity of roles and robust oversight as they deliberate on business activities of the Manager.

The positions of Chairman of the Board and CEO of the Manager are separately held by 2 different individuals so as to promote accountability and facilitate division of responsibilities between them. In this regard, no one individual can influence the Board's discussions and decision making. The Chairman of the Board is Tan Sri Shahril Ridza Bin Ridzuan, while the CEO of the Manager is Chua Kah Noi Selena.

The responsibilities of the Chairman include, but are not limited to, the following:

- (i) providing leadership for the Board so that the Board can perform its responsibilities effectively;
- (ii) setting the Board meeting agenda and ensuring that Board members receive complete and accurate information in a timely manner;
- (iii) leading Board meetings and discussions, including encouraging active participation from Board members and allowing dissenting views to be freely expressed;
- (iv) managing the interaction between the Board and the management;
- (v) ensuring appropriate steps are taken to provide effective communication with stakeholders and that their views are communicated to the Board as a whole;
- (vi) leading the Board in establishing and monitoring good corporate governance practices in the Manager;
- (vii) presiding as the Chairman at every general meeting; and
- (viii) other responsibilities as assigned by the Board from time to time.

6. THE MANAGER (Cont'd)

Please refer to Section 6.5.2 “Roles of the Key Management Personnel of the Manager – CEO” of this Prospectus for the responsibilities of the CEO.

The Board has direct access to the advice and services of senior management and the company secretary. The Board may seek independent professional advice on any matter connected with the discharge of its responsibilities as it may deem necessary and appropriate.

Audit Committee

The Audit Committee comprises Kua Choo Kai, Dr. Lee Khuan Eoi and Dato' Ng Wan Peng. Kua Choo Kai is the Chairman of the Audit Committee.

The key duties and responsibilities of the Audit Committee are:

- (i) to provide independent oversight of Paradigm REIT's financial information including the quarterly financial results, the year-end financial statements and the audited financial statements and ensure adherence to all regulatory and accounting disclosures and applicable accounting standards, focusing on:
 - (a) any changes in or implementation of major accounting policies and practices;
 - (b) the going concern assumption;
 - (c) significant matters highlighted including financial reporting issues, significant judgements made by management, significant and unusual events or transactions and how these matters are addressed; and
 - (d) compliance with the applicable approved accounting standards and other legal requirements;
- (ii) to review and report the related party transactions and conflict of interest situations that arose, persist or may arise within the Manager and Paradigm REIT, including any transaction procedure or course of conduct that raises questions on management's integrity, and the measures taken to resolve, eliminate or mitigate such conflicts;
- (iii) to ensure that the Manager has clear lines drawn with respect to the use of the assets of the Manager and Paradigm REIT, and related party transactions;
- (iv) to prepare Audit Committee report for inclusion in the annual report of Paradigm REIT;
- (v) to review the procedures for detecting fraud and whistle-blowing and ensuring that arrangements are in place whereby employees may, in confidence, raise concerns or any possible improprieties in the matters of financial reporting, financial control or any other matters;
- (vi) to oversee the Manager and Paradigm REIT's internal compliance and control systems established by the management of the Manager, including reviewing the effectiveness of these systems;
- (vii) to carry out any other functions that may be mutually agreed upon by the Audit Committee and the Board which would be beneficial to the Manager and Paradigm REIT and to ensure the effective discharge of the Audit Committee's duties and responsibilities;
- (viii) to recommend the appointment and re-appointment of external auditors and scope of external audit.

6. THE MANAGER (Cont'd)

The Audit Committee shall make recommendation to the Board on the appointment and re-appointment of the external auditors and shall consider, among others, the adequacy of the experience, resource capacity, audit fee and other relevant considerations of the external auditors. The Audit Committee shall also review (if any) letter of resignation or dismissal of external auditor.

The Audit Committee shall review with the external auditors its audit plan and evaluation of the system of internal controls. The Audit Committee shall also review the external auditors' audit reports and issues and reservations arising from their interim and final audits. The Audit Committee shall assess the independence and the performance of external auditors including obtain written assurance from the external auditors confirming they are and have been independent throughout the conduct of audit engagement in accordance with the terms of all relevant professional and regulatory requirements.

The Audit Committee shall review external auditors' findings arising from audits, particularly any comments and responses in management letters as well as the assistance given by the employees of the Manager, the Property Manager and/ or other service providers in order to be satisfied that the appropriate action is being taken; and

- (ix) to appoint internal auditors and scope of internal audit.

The Audit Committee shall review the adequacy of the scope, functions, independence, competency and resources of the internal audit function and that it has the necessary authority to carry out its work.

The Audit Committee shall review the internal audit plan, processes, the results of internal audit assessments and investigations undertaken, and whether or not appropriate action is taken in response to the audit findings.

The Audit Committee shall evaluate the adequacy, efficiency and effectiveness of the internal controls and the appropriateness of the accounting policies adopted by Paradigm REIT.

The Audit Committee shall review internal audit program and findings arising from the audits and the performance of the internal audit function and report to the Board when necessary.

Remuneration and Nomination Committee

The Remuneration and Nomination Committee comprises Dr. Lee Khuan Eoi, Dato' Ng Wan Peng and Lai Cheng Yee. Dr. Lee Khuan Eoi is the Chairman of the Remuneration and Nomination Committee.

The key duties and responsibilities of the Remuneration and Nomination Committee are as follows:

Remuneration Matters

- (i) to recommend to the Board for approval the adoption of remuneration framework for the Board and key senior management. The remuneration packages and benefits granted under the remuneration framework should be aligned with the business strategy and long-term objectives of the Manager and/or Paradigm REIT;
- (ii) to review the performance of and recommend to the Board the annual total remuneration packages of executive directors and key senior management;

6. THE MANAGER (Cont'd)

- (iii) to assess and ensure that the remuneration of the executive directors and key senior management is determined according to individual performance including the management of material sustainability risks and opportunities, the Manager's operating performance and comparable market statistics information;
- (iv) to review and recommend the remuneration packages of non-executive directors to the Board and to ensure the remuneration packages are aligned with business strategy and also reflect the responsibilities of the Board;
- (v) to introduce any policy or guidelines which would enable the smooth administration and effective discharge of the Remuneration and Nomination Committee's duties and responsibilities; and
- (vi) to review and make recommendations on any other matters related to remuneration as may be referred by the Board from time to time.

Nomination Matters

- (i) to determine the core competencies and skills required by directors to best serve the business and operations of the Manager as a whole;
- (ii) to assess and recommend to the Board candidates for appointment to the Board and Board committees. The Remuneration and Nomination Committee shall consider candidates proposed by the management, substantial Unitholder, Board members or independent sources. In making its recommendations, the Remuneration and Nomination Committee shall evaluate candidates based on the fit and proper criteria set out in the "Fit and Proper Policy" of the Manager and also any other criteria which the Remuneration and Nomination Committee deems necessary from time to time including but not limited to factors such as the skills, knowledge, expertise, experience, competence, character, integrity, time commitment and independence of the candidates in line with the Manager's policy, diversity in gender, age, culture and socio-economic background and number of directorships. In the case of candidates for the position of independent non-executive director, the Remuneration and Nomination Committee shall ensure that the requirements for independent director stipulated under the REIT Guidelines are complied with. The Remuneration and Nomination Committee shall also ensure that the directors appointed are able to devote the required time to serve the Board effectively and consider the existing Board positions held by a director, including on boards of non-listed companies. Any appointment that may cast doubt on the integrity and governance of the Manager should be avoided;
- (iii) to recommend to the Board on the change in the composition of the committees of the Board;
- (iv) to review the Board structure, size and composition as and when necessary having regard to the nature of the Manager's operations and the core competencies that directors should bring to the Board. This includes the review of the mix of skills, experience, diversity and other qualities of directors including core competencies which directors should bring to the Board;
- (v) to assess on an annual basis, the independence of independent directors especially in the case of retaining an independent director who continues to serve on the Board as an independent director for a cumulative term of 9 years and to make the recommendation to the Board on the retention of the independent director, if required. The tenure of an independent directors shall not exceed a term limit of 9 years. Upon completion of 9 years, an independent director may continue serving on the Board as a non-independent director;

6. THE MANAGER (Cont'd)

- (vi) to perform annual performance assessment on the effectiveness of the Board as a whole, including the performance and contribution of each individual director. An external independent professional consultant shall be engaged at least once every 3 years and/or whenever the Remuneration and Nomination Committee deemed necessary, to facilitate an objective and candid board evaluation;
- (vii) to introduce such regulations, guidelines, policies and/or procedures to function effectively and fulfil the Remuneration and Nomination Committee's objectives;
- (viii) to review and determine the training needs of directors and orientation needs of new directors and to recommend relevant training programs;
- (ix) to review the succession plans for directors and key senior management to ensure that an appropriate balance of skills and experience for Paradigm REIT's business is maintained;
- (x) to periodically review the Fit and Proper Policy and making any changes as and when the Remuneration and Nomination Committee deemed fit, and recommend any such changes to the Board for consideration and approval;
- (xi) to identify and recommend to the Board for its approval, candidates for key senior management; and
- (xii) such other duties or functions as may be delegated by the Board or required by regulatory authorities.

Risk and Sustainability Committee

The Risk and Sustainability Committee comprises Dato' Ng Wan Peng, Kua Choo Kai and General Tan Sri Dato' Seri Panglima Ts Zulkifli Bin Zainal Abidin (Retired). Dato' Ng Wan Peng is the Chairman of the Risk and Sustainability Committee.

The key duties and responsibilities of the Risk and Sustainability Committee are as follows:

Compliance and Risk Management Matters

- (i) to oversee the overall operational compliance function and to monitor operational compliance by Paradigm REIT at property level (where applicable);
- (ii) to review all compliance matters and ensure that any non-compliance with any provisions of the relevant laws, regulations and guidelines, are properly addressed;
- (iii) to conduct an annual review and periodic testing on the adequacy of Paradigm REIT's risk management framework and to ensure the risk management framework adopted by the Manager is based on an internationally recognised risk management framework;
- (iv) to establish and review Paradigm REIT's compliance and risk management guidelines and policies and ensure implementation and compliance of the objectives outlined in the Terms of Reference;
- (v) to recommend for the Board's approval of both compliance and risk management policies, strategies, key risk indicators and risk tolerance levels, and any proposed changes thereto;

6. THE MANAGER (Cont'd)

- (vi) to review and recommend Paradigm REIT's level of risk tolerance and actively identify, assess and monitor key business risks including material ESG and climate-related risks to safeguard the Unitholders' investments and Paradigm REIT's assets;
- (vii) to review the adequacy of the scope, functions, competency and resources of the Compliance, Risk and Sustainability department and ensure that it has the necessary authority and resources to carry out its work;
- (viii) to evaluate the effectiveness of the governance structure, risk management processes and support system to identify, assess, monitor and manage Paradigm REIT's key business risks, including material ESG and climate-related risks and to ensure it is continuously improved as the business environment changes;
- (ix) to review the status of the implementation of management action plans in mitigating significant risk identified;
- (x) to review and assess the effectiveness and adequacy of business continuity plan and monitoring its implementation;
- (xi) to engage management in an ongoing risk appetite dialogue as conditions and circumstances change and new opportunities arises, including ESG and climate-related considerations;
- (xii) to review the Statement on Risk Management for inclusion in Paradigm REIT's annual report; and
- (xiii) to conduct investigation on any matters within the Terms of Reference as authorised by the Board.

Sustainability Matters

- (i) to review the sustainability strategies including the sustainability pillars such as environment, social, economic and governance adopted by the Manager and performance at the Board level;
- (ii) to oversee the implementation of processes, policies, initiatives, standards and strategies designed to manage economic, social and environmental risk by:
 - (a) ensuring Paradigm REIT's compliance with its sustainability related policies and procedures;
 - (b) overseeing the material assessment undertaken to determine material sustainability matters of Paradigm REIT;
 - (c) overseeing the management processes to ensure compliance with policies, procedures and standards;
 - (d) monitoring the implementation of initiatives through periodic updates on Paradigm REIT's progress in achieving its sustainability targets/key performance indicators; and
 - (e) ensuring that the Compliance, Risk and Sustainability department has sufficient resources to perform its duties effectively;
- (iii) to monitor the sustainability key performance indicators and their implementation; and

6. THE MANAGER (Cont'd)

- (iv) to review the sustainability statement for inclusion in Paradigm REIT's annual report.

Investment Committee

The Investment Committee comprises Kua Choo Kai, Dr. Lee Khuan Eoi and Lai Cheng Yee. Kua Choo Kai is the Chairman of the Investment Committee.

The key duties and responsibilities of the Investment Committee are as follows:

- (i) to ensure Paradigm REIT is managed in strict adherence to its investment objectives, legal and regulatory requirements and industry best practices;
- (ii) to select appropriate properties to achieve the ideal yield of Paradigm REIT in accordance with the investment policies;
- (iii) to ensure that the strategies selected are properly and efficiently implemented by the Manager or the fund manager, if any; and
- (iv) to actively monitor, measure and evaluate the performance of the Manager or the fund manager, if any.

6.5 MANAGEMENT TEAM OF THE MANAGER

The key management personnel of the Manager are entrusted with the responsibility for the daily operations of the Manager. The following table sets forth information regarding the key management personnel of the Manager as at the LPD:

Name	Nationality	Position
Chua Kah Noi Selena	Singaporean	Executive Director/CEO
Chong Kian Fah	Malaysian	Director of Investment, Finance and Accounts
Jason Lee Chia Huang	Malaysian	Head of Compliance, Risk and Sustainability
Tan Jui Guek*	Malaysian	Retail Director
Khoo Eng Heng*	Malaysian	Head of Facilities Management
Yap Wee Then*	Malaysian	Head of Finance and Accounts
Wong Kim Kheng*	Malaysian	Head of Leasing
Hor Chen Yan*	Malaysian	Head of Marketing

* Appointed on 1 April 2025.

6. THE MANAGER (Cont'd)

6.5.1 Expertise and Experience of the Key Management Personnel

Save for the information of Chua Kah Noi Selena, the CEO, which is set out in Section 6.4.1(vii) of this Prospectus, the information on the business and working experience of the other key management personnel of the Manager is set out below:

- (i) **Mr. Chong Kian Fah**, a Malaysian aged 56, was appointed as the Director of Investment, Finance & Accounts of the Manager on 6 March 2025. He completed the professional examination of the Malaysian Association of Certified Public Accountants (now known as Malaysian Institute of Certified Public Accountants) ("**MICPA**") in 1995. He is a provisional member of the MICPA since 1995. He is also a member of the Malaysian Institute of Accountants since 2000.

Mr. Chong began his career as an Auditor with Ernst & Young in December 1993, where he was involved in audit work, due diligence review and consultancy services for companies in various sectors. He left Ernst & Young as a Senior Auditor in January 1999.

From January 1999 to August 1999, Mr. Chong joined Region System Sdn Bhd as an Accounts Manager, where he managed and supervised the accounting functions of the company.

Mr. Chong then joined P.Y.T. Jewel and Times Sdn Bhd ("**PYT**") as an Accountant in September 1999, where he was responsible for overseeing the accounts and finance matters of the company. During his tenure with PYT, he was involved in the initial public offering and listing of the holding company of PYT, namely Degem Berhad, on the Second Board of Bursa Securities in 2001. He was also one of the senior management of Degem Berhad until March 2006.

From April 2006 to July 2006, Mr. Chong joined Klang Hock Plastic Industries Sdn Bhd as an Accountant, where he was responsible for overseeing the accounts and finance matters of the company.

Subsequently, in September 2006, Mr. Chong joined Scomi Engineering Berhad as the Financial Controller, where he was managing and overseeing the finance and accounts matters of Scomi Engineering Berhad and its group of companies until July 2008.

In August 2008, Mr. Chong joined WCT Engineering Berhad (now known as WCT Berhad) as the Chief Accountant and was promoted to the position of the Head of Corporate Finance in January 2011. He was subsequently transferred to WCTH following an internal reorganisation exercise undertaken in July 2013. He was further promoted to the position of the General Manager, Corporate and Finance in January 2016 and the position of the Director of Corporate and Finance in January 2017, where he was responsible for overseeing and managing the accounting and financial matters of the WCTH Group and ensuring compliance with financial regulations. He was also the company secretary of the WCTH Group.

- (ii) **Mr. Jason Lee Chia Huang**, a Malaysian aged 48, was appointed as the Head of Compliance, Risk & Sustainability of the Manager on 6 March 2025. He graduated from the Royal Melbourne Institute of Technology University with a Bachelor of Business (Accounting) in 1999. He is a member of the Malaysian Institute of Accountants since 2005. He is also qualified as a Certified Information Systems Auditor by the Information Systems Audit & Control Association, United States ("**ISACA**") since 2010 and is a Professional Certified in Risk and Information Systems Control by ISACA since 2011.

6. THE MANAGER (Cont'd)

Mr. Lee began his career as an Associate in Assurance (External Audit) at Ernst & Young, Singapore in September 1999, where he was involved in audit work for companies in various sectors until December 2000.

Mr. Lee then joined PricewaterhouseCoopers Singapore Pte Ltd as a Senior Associate (External Audit) from January 2001 to January 2003, where he performed treasury and credit audits of local and offshore banks.

In February 2003, Mr. Lee returned to Malaysia and worked as an Insurance Agent for Allianz Life Insurance Malaysia Berhad and Allianz General Insurance Company (Malaysia) Berhad until April 2007.

In May 2007, Mr. Lee joined AXA Affin General Insurance Berhad as the Vice President, Internal Audit, where he led the internal auditors to perform audits of the company. In January 2011, he held the position of the Vice President, Branch Operations and Agency Management, where his role included overseeing and managing the operations of the branches and agencies of the company until December 2011.

Mr. Lee then joined CIMB Investment Bank Berhad in January 2012 as a Senior Manager, Group Internal Audit Division and was redesignated to the position of Assistant General Manager, Group Internal Audit Division in July 2012, where he was responsible for overseeing and managing the operations of the headquarters of the bank, including human resources, administration and legal functions as well as similar matters for the CIMB Foundation. He was also involved in overseeing the operations and internal controls of the insurance segment of the bank, namely CIMB Aviva Assurance Berhad and CIMB Aviva Takaful Berhad. In addition, he led the internal auditors to perform compliance audits for CIMB Bank Berhad (Singapore Branch) and iCIMB Malaysia Sdn Bhd.

In June 2013, Mr. Lee left CIMB Investment Bank Berhad and joined CIMB Aviva Assurance Berhad (now known as Sun Life Malaysia Assurance Berhad) as the Head of Internal Audit in July 2013, where he was involved in the setting-up of the new internal audit team of the company and led the internal audit team to perform audits of the company until March 2014.

In April 2014, Mr. Lee joined Tokio Marine Insurans (Malaysia) Berhad as the Assistant General Manager, Internal Audit and subsequently promoted to the position of the General Manager, Internal Audit in April 2016, where he led the internal audit team to perform internal audit of the company's business operations and implemented new audit technique and reporting method for the company. He left the company in June 2024.

In August 2024, Mr. Lee joined WCT Malls Management Sdn Bhd as the Head of Compliance, Risk & Sustainability, where he oversaw and ensured that all retail malls within the WCTH Group adhered to legal frameworks, managed risks effectively and upheld sustainability principles.

- (iii) **Ms. Tan Jui Guek**, a Malaysian aged 49, was appointed as the Retail Director of the Manager on 1 April 2025. She graduated from Universiti Sains Malaysia with a Bachelor of Social Science (Economics) in 2000.

Ms. Tan began her career as a Floor Manager at Isetan of Japan Sdn Bhd in Malaysia in August 2000, where she managed the sales and operations of the ladies sundries division at Isetan Department Store in Lot 10 Shopping Centre. In January 2003, she was promoted to the position of a Merchandiser of ladies sundries, where she managed and handled the store's merchandising and inventory. She left the company in May 2004.

6. THE MANAGER (Cont'd)

In June 2004, Ms. Tan joined City Properties Sdn Bhd as a Leasing Executive, where she was responsible for executing the leasing activities of Avenue K Shopping Mall, including sourcing and securing for new tenants, planning for the rent setting and tenancy layout for the opening of the mall as well as the continuing operations of the mall. She left the company in January 2007.

Ms. Tan then joined Mines Shopping Fair Sdn Bhd, as an Assistant Manager in the Leasing Department, where she was responsible for managing the leasing within Mines Shopping Fair (now known as The Mines Shopping Mall). After the completion of the acquisition of Mines Shopping Fair by Mutual Streams Sdn Bhd (an indirect subsidiary of CapitaLand Limited then), she then joined Mutual Streams Sdn Bhd and was promoted to the position of Leasing Manager in December 2007, where she assumed the similar roles and responsibilities that she had performed in Mines Shopping Fair Sdn Bhd until July 2009. During her tenure with Mutual Streams Sdn Bhd, she involved in the asset enhancement exercise undertaken by the company for Mines Shopping Fair to improve the occupancy and rental revenue of the mall as part of the preparation works prior to the injection of the mall to CapitaMalls Malaysia Trust (now known as CapitaLand Malaysia Trust) for its initial public offering and listing on the Main Market of Bursa Securities.

Subsequently in August 2009, Ms. Tan joined Y&Y Property Development Sdn Bhd as the Marketing and Promotion Manager, where she was involved in the planning of leasing and marketing prior to the opening of 1Shamelin Mall. She left the company in May 2010.

Ms. Tan then joined Mah Sing Properties Sdn Bhd (a wholly-owned subsidiary of Mah Sing Group Berhad) in August 2010 as the Senior Manager, Commercial and was promoted to the position of the General Manager, Commercial in January 2012, where she was responsible for the property development, retail management, property sales and marketing for all the retail and commercial properties under Mah Sing Group Berhad and its group of companies until April 2016.

From June 2016 to April 2017, Ms. Tan joined Naza TTDI Sdn Bhd as the Head of Property Management, where she was in charge of property management and commercial leasing of the company.

In June 2017, Ms. Tan joined WCT Malls Management Sdn Bhd as the Senior General Manager, Retail and was subsequently promoted to the position of the Retail Director in July 2018, where she managed all aspects of retail operations of all the retail malls within the WCTH Group and WCTH's joint ventures, namely Paradigm Mall Petaling Jaya, Bukit Tinggi Shopping Centre, Paradigm Mall Johor Bahru, SkyPark Terminal in Selangor and gateway@klia2, including managing tenant relations and developing effective leasing and marketing strategies for such retail malls. She was also involved in the pre-opening preparation of Paradigm Mall Johor Bahru, as well as the asset enhancement exercises of both Paradigm Mall Johor Bahru and Paradigm Mall Petaling Jaya to enhance the attractiveness of the malls, improve the occupancy rate and increase the rental income of the malls.

- (iv) **Mr. Khoo Eng Heng**, a Malaysian aged 53, was appointed as the Head of Facilities Management of the Manager on 1 April 2025. He graduated from the Western Michigan University, United States with a Bachelor of Science in Engineering (Computer Systems) in 1996. He is a Graduate Engineer registered with the Board of Engineers Malaysia since 2002.

6. THE MANAGER *(Cont'd)*

Mr. Khoo began his career as a Project Engineer at SECM Sdn Bhd in June 1996, where he was responsible for project management of the electrical services provided by the company to clients in various sectors. He left the company in August 2000.

Mr. Khoo then joined Kejuruteraan Bintai Kindenko Sdn Bhd as a Senior Engineer from August 2000 to October 2002, where he assumed similar role and responsibilities that he had performed at SECM Sdn Bhd.

In October 2002, Mr. Khoo joined Pembinaan JBBS Sdn Bhd as a Chief Engineer, where his role and responsibilities included overseeing the implementation of the mechanical and electrical projects for clients in various sectors until January 2003.

Subsequently in January 2003, Mr. Khoo joined Maxef Engineering Sdn Bhd as the General Manager, where he led the project management of mechanical and electrical engineering projects undertaken by the company until April 2008.

In April 2008, Mr. Khoo joined Berjaya TS Management Sdn Bhd as a Special Project Manager and was promoted to the position of a Maintenance Manager in January 2009, where he managed the operation of Berjaya Times Square. In June 2009, Mr. Khoo joined Berjaya Times Square Joint Management Body following the establishment of the joint management body which took over the management of Berjaya Times Square, where he assumed similar role and responsibilities to manage the operation of Berjaya Times Square. He was subsequently promoted to the position of a Senior Maintenance Manager in January 2010 and an Assistant General Manager in August 2012.

In June 2013, Mr. Khoo left Berjaya Times Square Joint Management Body and joined Malaysian Airline System Berhad ("**MASB**") as a Facilities Maintenance Manager, where he was responsible for the maintenance of properties of MASB and its group of companies until July 2015. Following the cessation of business of MASB, he joined Malaysia Airlines Berhad ("**MAB**") as the Senior Manager, Property Facilities Maintenance and Services in August 2015, where his role included overseeing the maintenance of properties of MAB and its group of companies until October 2020.

In November 2020, Mr. Khoo joined WCT Malls Management Sdn Bhd as the Head of Projects and Operations and was subsequently promoted to the position of the Assistant General Manager, Projects and Operations in April 2024, where he was overseeing the overall management and operations of the retail malls within the WCTH Group and WCTH's joint ventures, namely Paradigm Mall Petaling Jaya, Bukit Tinggi Shopping Centre, Paradigm Mall Johor Bahru , SkyPark Terminal in Selangor and gateway@klia2 to ensure the daily operations of the retail malls run smoothly and efficiently, including enhancing the facilities of such retail malls to improve shopping environment and customer experience.

- (v) **Ms. Yap Wee Then**, a Malaysian aged 44, was appointed as the Head of Finance & Accounts of the Manager on 1 April 2025. She graduated from the University of Putra Malaysia with a Bachelor of Accountancy in 2005. She is a member of the Malaysian Institute of Certified Public Accountants and a member of the Malaysian Institute of Accountants since 2010.

Ms. Yap began her career as an Audit Associate with BDO Binder (now known as BDO PLT) in May 2005 and was promoted as an Audit Senior Associate in July 2006. She was further promoted to the position of an Assistant Audit Manager in January 2009 and thereafter an Audit Manager in January 2010 and an Audit Senior Manager in July 2011, where she led a team to conduct financial audit for companies in various sectors. In BDO PLT, she was involved in audit, financial due diligence and special audit for various corporate exercises, including initial public offerings until she left in August 2012.

Ms. Yap then joined Ho Hup Construction Company Berhad as the Corporate & Finance Manager in September 2012, where she was involved in fundraising and corporate exercises and assisted the senior management with the analysis of business proposals, conducting investment analysis, performing feasibility studies and preparing financial forecasts and projections. She was also responsible for the preparation of consolidation accounts, annual reports, quarterly results and board papers of the company.

In June 2019, Ms. Yap left Ho Hup Construction Company Berhad and joined Thriven Global Berhad, where she held the position of the Senior Manager, Group Finance and Treasury from June 2019 to August 2022. In this role, she managed finance, accounting, treasury and tax matters of the group of companies. She was also involved in the preparation of financial projections for bank loan applications and assisted in the preparation and update of project feasibility studies.

Ms. Yap joined WCT Malls Management Sdn Bhd as the Head of Finance in August 2022, where she was overseeing and managing all finance and accounts matters of the company, and all the retail malls within the WCTH Group and WCTH's joint ventures, namely Paradigm Mall Petaling Jaya, Bukit Tinggi Shopping Centre, Paradigm Mall Johor Bahru, SkyPark Terminal in Selangor and gateway@klia2. She was also responsible for the preparation of the business plans, budgets and cash flow projections of the company.

- (vi) **Mr. Wong Kim Kheng**, a Malaysian aged 41, was appointed as the Head of Leasing of the Manager on 1 April 2025. He graduated from the University of Derby, United Kingdom with a Bachelor of Arts in Business Administration in 2006.

Mr. Wong began his career as an Executive in Marketing & Promotion at RCMC Sdn Bhd in August 2006, where he was responsible for sourcing and securing new tenants and managing the leasing activities, including rent setting, retail layout planning and tenancy mix planning for Wangsa Walk Mall, Kluang Mall and KOMTAR JBCC. He left the company in October 2008.

In November 2008, Mr. Wong joined Mutual Streams Sdn Bhd (an indirect subsidiary of CapitaLand Limited then) as an Executive in Leasing, where he assumed the similar roles and responsibilities that he had performed in RCMC Sdn Bhd for The Mines.

Mr. Wong left Mutual Streams Sdn Bhd in July 2009 and joined Lambang Ehsan Sdn Bhd in August 2009 as a Senior Marketing & Promotion Executive, where he was mainly tasked with sourcing and securing new tenants for 1Shamelin Mall until July 2010.

In August 2010, Mr. Wong joined Mah Sing Properties Sdn Bhd (a wholly-owned subsidiary of Mah Sing Group Berhad) as a Senior Executive, Marketing & Leasing, where he was responsible for sourcing and securing new tenants and managing the leasing activities of the retail and commercial properties under Mah Sing Group Berhad and its group of companies. Subsequently, he was promoted to the positions of an Assistant Manager, Marketing & Leasing in January 2013, and a Manager, Marketing & Leasing in April 2014 and thereafter a Senior Manager, Marketing & Leasing in June 2015, where he led the leasing team to manage the leasing of the retail and commercial properties of the group of companies of Mah Sing Group Berhad until May 2016.

Mr. Wong then joined Green Target Holdings Sdn Bhd as the Head of Leasing in June 2016, where he was involved in the preparation of the opening of MesaMall located in Nilai, Negeri Sembilan, and was leading and managing all leasing activities of such retail mall until he left the company in May 2017.

In June 2017, Mr. Wong joined WCT Malls Management Sdn Bhd as the Senior Manager, Group Leasing and was promoted to the position of the Head of Leasing, Group Leasing in July 2019, the position of the Assistant General Manager, Group Leasing in March 2021 and the position of the General Manager, Group Leasing in April 2023, where he was overseeing and managing all the leasing activities of the retail malls within the WCTH Group's portfolio as well as managing rental income, budgeting and maintaining the occupancy rates of such retail malls.

- (vii) **Mr. Hor Chen Yan**, a Malaysian aged 43, was appointed as the Head of Marketing of the Manager on 1 April 2025. He obtained a Diploma in Mass Communication (Media Studies) in 2002 and an Advanced Diploma in Mass Communication (Media Studies) in 2004 from Tunku Abdul Rahman College (now known as Tunku Abdul Rahman University of Management and Technology). He graduated from Liverpool John Moores University, United Kingdom with a Bachelor of Arts in Mass Communication in 2004.

Mr. Hor began his career as an Executive, Advertising and Promotions at Berjaya Times Square Sdn Bhd in January 2005, where he supported the Advertising and Promotions Manager in executing events and promotional campaigns for Berjaya Times Square. He left the company in December 2006.

Mr. Hor then joined Country Heights Sdn Bhd as a Senior Executive, Advertising and Promotions from January 2007 to November 2007, where his main responsibilities were supporting and contributing to the marketing plan development to achieve the marketing communications revenue goals of the company.

In December 2007, Mr. Hor joined CapitaLand Retail Project Management Pte Limited as the Marketing Communications Manager, where he developed overall marketing strategies focused on increasing shopper traffic and tenant sales across the retail malls within the company's portfolio and responsible for overseeing the execution of various marketing strategies to achieve the targeted marketing communications income of the company. He was also involved in managing media relations, sponsorships and charitable initiatives of the retail malls.

In November 2009, Mr. Hor was transferred internally to CapitaLand Retail Malaysia Sdn Bhd and was subsequently promoted to the position of the Group Marketing Communications Manager in January 2015, where he was responsible for managing branding campaigns, organising cross-mall promotions and spearheading corporate social responsibility initiatives of the retail malls within the company's portfolio until he left the company in September 2016.

6. THE MANAGER *(Cont'd)*

In October 2016, Mr. Hor joined Suria KLCC Sdn Bhd as the Marketing Manager, where he was involved in the implementation of marketing campaigns and the management of large-scale seasonal events as well as holiday promotions and campaigns. He also led Suria KLCC's digital transformation efforts, incorporated digital marketing strategies and social media campaigns as well as partnerships with influencers to engage a broader audience and elevate the branding of Suria KLCC.

In March 2018, Mr. Hor left Suria KLCC Sdn Bhd and joined CPN Ventures Sdn Bhd as the Marketing Manager in April 2018, where he was primarily responsible for the planning and executing the pre-opening and grand-opening marketing strategies for Central i-City Mall. He standardised marketing standard operating procedures, secured strategic partnerships, developed post-opening marketing plans and managing the annual marketing budget for the mall. Mr. Hor was then transferred to Central Plaza I-City Real Estate Sdn Bhd in June 2019, where he assumed the similar roles and responsibilities that he had performed at CPN Ventures Sdn Bhd until he left the company in February 2020.

In March 2020, Mr. Hor joined WCT Malls Management Sdn Bhd as the Deputy Head, Advertising and Promotions, and was subsequently promoted to the position of the Head, Advertising and Promotions in March 2021 and the position of the Assistant General Manager, Advertising and Promotions in April 2024, where he was overseeing and managing all advertising and promotional activities across the retail malls within the WCTH Group's portfolio and drove the growth and visibility of the branding of such retail malls.

6.5.2 Roles of the Key Management Personnel of the Manager

CEO

The CEO will be responsible, among others, for the following:

- (i) overseeing the day-to-day operational management of Paradigm REIT;
- (ii) being responsible for proposing and working with the Board to determine the overall business, investment and operational strategies or policies for Paradigm REIT;
- (iii) being responsible for reporting to the Board in respect of the results, financial information, potential investment opportunities and status of the implementation of policies, strategies and decisions;
- (iv) being responsible for working with the other members of the management team as well as the Property Manager to ensure that the business, investment and operational strategies of Paradigm REIT are implemented in accordance with the Manager's stated investment strategy and also in accordance with the Deed, the REIT Guidelines and the Listing Requirements;
- (v) being responsible for planning the overall strategic development of Paradigm REIT in accordance with the stated operational and investment objectives of Paradigm REIT;
- (vi) being responsible for the adoption and effective implementation of policies and/or procedures for the effective communication with, and appropriate disclosure to the Unitholders, other stakeholders and the access to relevant information about Paradigm REIT as a publicly listed entity;

6. THE MANAGER (Cont'd)

- (vii) being responsible for formulating business and/or operational plans and strategies for properties with short, medium and long-term objectives, and with a view to maximising the rental income of Paradigm REIT via proactive asset management that includes asset enhancement initiatives and refinement of tenancy mix; and
- (viii) working together with the management team to address strategies, business operations, financial performance and risk management in meeting the strategic, investment and operational objectives of Paradigm REIT.

Director of Investment, Finance and Accounts

The Director of Investment, Finance and Accounts of the Manager will be responsible, among others, for the following:

- (i) working with the CEO and the other team members of the Manager's team to formulate strategic plans for Paradigm REIT in accordance with the Manager's stated investment strategy;
- (ii) applying the appropriate capital management strategy overseeing implementation of Paradigm REIT's short and medium-term business plans and cash and funding management activities;
- (iii) preparing all relevant financial reporting (including interim reporting) required under relevant regulatory requirements, including but not limited to the relevant laws and requirements;
- (iv) identifying, researching and evaluating potential acquisitions and related investments with a view to enhance and optimise the value of Paradigm REIT's portfolio, or divestments where a property is no longer strategic, fails to enhance the value of Paradigm REIT's portfolio or fails to be yield accretive;
- (v) assessing investments to be in line with Paradigm REIT's investment policy, objective and strategies;
- (vi) ensuring completion of acquisitions and financing arrangements;
- (vii) overseeing the acquisition and divestment process of any investments by Paradigm REIT, including being responsible for the due diligence process of such investments and divestments, and the recommendation of the appointment of any external parties or professionals required;
- (viii) developing financial models including undertaking detailed analysis to test the financial impact of different courses of action and to report performance of Paradigm REIT's existing and new investments; and
- (ix) maintaining continuous disclosure and communication to the Unitholders, the public and potential investors.

Head of Compliance, Risk and Sustainability

The Head of Compliance, Risk and Sustainability of the Manager will be responsible, among others, for the following:

(a) **Compliance:**

- (i) advising and monitoring the Manager to ensure its compliance with all relevant laws and regulatory requirements, including those related to anti-money laundering (AML), combating the financing of terrorism (CFT), counter proliferation financing (CPF), screening, watchlist and suspicious transaction reporting (STR), anti-bribery and anti-corruption (ABAC) and whistleblowing;
- (ii) advising and monitoring the internal corporate governance policies of the Manager;
- (iii) advising and monitoring to ensure that there are no breaches of the covenants of the Deed and any other contracts or agreements entered into by the Manager and Trustee (on behalf of Paradigm REIT) with third parties;
- (iv) advising and monitoring Paradigm REIT and its property portfolio to ensure its compliance with the relevant laws and regulatory requirements;
- (v) ensuring the necessary reporting or announcements are made under guidelines issued by the SC and the Listing Requirements;
- (vi) reporting to the Board on compliance matters;
- (vii) ensuring compliance with all legal requirements and consult with external solicitors as needed;
- (viii) liaising with Bursa Securities and the SC, whenever necessary; and
- (ix) liaising with the Trustee on all corporate and compliance issues affecting Paradigm REIT, including issues pertaining to regulatory reporting and the functions of the Manager.

(b) **Risk management:**

- (i) setting up an enterprise-wide risk management procedure for identifying, assessing, managing (by elimination, mitigation, transfer and/or acceptance) and reviewing risks throughout the Paradigm REIT;
- (ii) increasing awareness, providing guidance, and training and educating all employees of Paradigm REIT in understanding and appreciating the relevance and importance of enterprise-wide risk management;
- (iii) continuously overseeing and monitoring the implementation of the risk management procedures;
- (iv) continuously reviewing risk, risk evaluations and risk management strategies identified, proposed, and/or implemented pursuant to the risk management procedures; and
- (v) periodically reviewing and continuously improving upon the enterprise-wide risk management procedures being implemented.

6. THE MANAGER (Cont'd)

(c) Sustainability:

- (i) implementing Paradigm REIT's sustainability plan, including the sustainability strategies, policies and targets;
- (ii) managing sustainability data and preparing quarterly sustainability reporting presentations and annual sustainability statements;
- (iii) reviewing and preparing submissions to ESG ratings and research firms, including benchmark disclosure practices and conducting gap analysis; and
- (iv) communicating and creating awareness of Paradigm REIT's sustainability initiatives, progress and achievements through employee engagement activities and internal communication platforms.

Retail Director

The Retail Director of the Manager will be responsible, among others, for the following:

- (a) formulating the business plans in relation to Paradigm REIT's properties with short, medium and long-term objectives, and with a view to maximising the rental income;
- (b) ensuring the Manager works closely with the Property Manager to implement Paradigm's REIT's strategies to maximise the income generation potential and minimise the expense base of the properties without compromising their marketability;
- (c) supervising the Property Manager in the implementation of Paradigm REIT's property-related strategies including analysing and recommending asset enhancement initiatives;
- (d) assisting the CEO to work with the Property Manager to ensure that the business, investment and operational strategies of Paradigm REIT are implemented in accordance with the Manager's stated investment strategy and also in accordance with the Deed constituting Paradigm REIT, the REIT Guidelines and the Listing Requirements;
- (e) assisting in the formulation of business plans in relation to the properties of Paradigm REIT to maximise the rental income;
- (f) overseeing a team covering leasing and marketing for Paradigm REIT;
- (g) working with the Property Manager together with the finance team to manage the income of the properties of Paradigm REIT without compromising its marketability; and
- (h) negotiating with tenants and potential tenants of Paradigm REIT on commercial terms.

Head of Facilities Management

The Head of Facilities Management of the Manager will be responsible, among others, for the following:

- (a) assisting the CEO to work with the Property Manager to ensure best practices for cost effective operations and preventive maintenance;
- (b) training and teaching the technical team in the Property Manager;

6. THE MANAGER (Cont'd)

- (c) ensuring all contracts are best price and suitable for the property's needs;
- (d) overseeing projects and fit outs in respect of the properties of Paradigm REIT;
- (e) ensuring the overall management, operations and attractiveness of the properties of Paradigm REIT; and
- (f) ensuring all maintenance works are carried out efficiently, correctly and timely.

Head of Finance and Accounts

The Head of Finance and Accounts of the Manager will be responsible, among others, for the following:

- (a) preparing all finance and accounting matters including financial reporting for Bursa Securities and compliance with all relevant regulatory requirements; and
- (b) assisting the Director of Investment, Finance and Accounts in applying the appropriate capital management strategy as well as overseeing the implementation of short and medium-term business plans, cash and funding management activities and financial condition.

Head of Leasing

The Head of Leasing of the Manager will be responsible, among others, for the following:

- (a) overseeing the Property Manager leasing team to ensure ideal occupancy and rentals of the malls;
- (b) planning and supervising the ideal trade mix and drive property team to execute asset enhancement initiatives;
- (c) ensuring that renewals are done timely and in accordance to budget; and
- (d) ensuring the compliance with all legal requirements and consult with external solicitors as needed for all the legal matters arising from the tenancies.

Head of Marketing

The Head of Marketing of the Manager will be responsible, among others, for the following:

- (a) developing and implementing key performance indicator ("KPI") to measure the Property Manager's advertising and promotion, and marketing effectiveness;
- (b) overseeing to ensure marketing KPIs are met and that all events drive customers and sales to tenants by monitoring performance, analysing results and providing feedback to ensure marketing initiatives contribute to business growth;
- (c) focusing on branding by creating and maintaining a strong brand identity for the property to enhance Paradigm REIT's market position; and
- (d) securing partnerships and/or sponsorships by identifying, negotiating and managing partnerships to generate additional revenue and increase brand visibility.

6. THE MANAGER *(Cont'd)*

6.6 MANAGEMENT FEES

The Manager may elect to receive the Management Fees in cash or new Units or a combination of cash and new Units (as it may in its sole discretion determine). The Manager is entitled under the Deed to the following Management Fees (exclusive of service tax, if any):

6.6.1 Base Fee and Performance Fee

(i) The Manager is entitled under the Deed to the following fees:

(a) Base Fee

up to 1.0% per annum of the Total Asset Value of Paradigm REIT (excluding cash and bank balances which are held in non-interest bearing accounts).

For the avoidance of doubt, where an investment is held through one or more SPVs, the Total Asset Value shall include the value of all the assets of the relevant SPV, prorated to the proportion of Paradigm REIT's interest in the said SPV, if applicable.

(b) Performance Fee

up to 5.0% per annum of the NPI.

6.6.2 Acquisition Fee and Divestment Fee

The Manager is also entitled under the Deed to the following fees:

(i) Acquisition Fee

1.0% of the acquisition price of each of the following as is applicable (subject to there being no double-counting):

- (a) in relation to an acquisition (whether directly or indirectly through the Trustee or one or more SPVs of Paradigm REIT) of any Real Estate, the transaction value of any Real Estate purchased by Paradigm REIT or its SPV (pro-rated to the proportion Paradigm REIT's interest, if applicable); or
- (b) in relation to an acquisition (whether directly or indirectly through the Trustee or one or more SPV of Paradigm REIT) of any SPV or holding entities which holds Real Estate, the underlying value of any Real Estate as assessed in a valuation report by a qualified valuer pursuant to the Deed ("**Underlying Value**") (pro-rated to the proportion Paradigm REIT's interest, if applicable)

For the avoidance of doubt, no Acquisition Fee is payable with respect to the Acquisition of the Subject Properties in connection with the Listing, but Acquisition Fee is payable with respect to all other transactions (including related party transactions and non-related party transactions and acquisitions from the WCTH Group subsequently).

(ii) **Divestment Fee**

0.5% of the each of the following as is applicable (subject to there being no double-counting):

- (a) in relation to a disposal (whether directly or indirectly through the Trustee or one or more SPVs of Paradigm REIT) of any Real Estate, the transaction value of any Real Estate disposed by Paradigm REIT or its SPV (pro-rated to the proportion Paradigm REIT's interest, if applicable); or
- (b) in relation to a disposal (whether directly or indirectly through the Trustee or one or more SPVs of Paradigm REIT) of any SPV or holding entities which holds Real Estate, the Underlying Value of any Real Estate (pro-rated to the proportion Paradigm REIT's interest, if applicable).

For the avoidance of doubt, the Divestment Fee is payable with respect to all other transactions (including related party transactions and non-related party transactions and divestments to WCTH Group), as well as for compulsory acquisitions.

In making the payment of the Management Fees mentioned above, Paradigm REIT shall also bear all applicable sales and services taxes or such other duties and levies whatsoever imposed on the Management Fees by the relevant authorities in Malaysia.

The Management Fees may only be varied upwards with the prior approval of the Unitholders obtained by way of a resolution of not less than two-thirds of the Unitholders voting at the Unitholders' meeting duly convened and held in accordance with the Deed, or such other voting requirement as may be required under the REIT Guidelines from time to time, and shall be effected by way of a supplemental deed in accordance with the requirements of the CMSA.

For the FYE 2025, Paradigm REIT intends to charge a base fee of 0.3% per annum of the Total Asset Value of Paradigm REIT and a performance fee of 3.0% per annum of the NPI.

The Management Fees are payable to the Manager in cash, new Units or a combination thereof as the Manager may elect. Any payment of the Management Fees in cash must be paid within 7 days of (i) in respect of Base Fee and Performance Fee, the announcement of the relevant quarterly financial reports; or (ii) in respect of the Acquisition Fee and Divestment Fee, the completion of the relevant acquisition or divestment (each, a "**Trigger Event**"). Any payment of the Management Fees in new Units must be paid as soon as practicable after obtaining Bursa Securities' approval for the listing of and quotation for the said Units. Where such approval cannot be obtained or where payment for such Management Fees in new Units would result in Paradigm REIT not complying with the public spread requirements stated in the Listing Requirements or result in adverse implications under Rules on Takeovers, the payment of the Management Fees will be paid in cash.

Bursa Securities has approved the listing of and quotation for up to 20.0 million Units to be issued as payment of the Management Fees on a staggered basis, on 14 April 2025. The 20.0 million Units are tabulated based on 1.3% of the initial Units listed. The approval of the SC is not required for the issuance of the 20.0 million Units.

6. THE MANAGER (Cont'd)

The Manager will ensure that the payment of the Management Fees in the form of new Units does not result in a conflict of interest by taking the following steps:

- (i) The payment of the Management Fees in the form of new Units will be in accordance with the following formula:

$$\text{New Units to be issued as payment of the Management Fees} = \frac{\text{Management Fees payable in Units}}{\text{Market Price}}$$

For this purpose, “**Market Price**” means the volume weighted average traded price for a Unit for all trades on Bursa Securities in the ordinary course of trading on Bursa Securities for the last 5 Market Days preceding the Trigger Event.

- (ii) The Manager will make immediate announcements to Bursa Securities disclosing the number of new Units issued and the issue price of the new Units when new Units are issued as payment for Management Fees. Payment of the Management Fees in Units shall be subject to Paradigm REIT complying with the public spread requirements stated in the Listing Requirements and there being no adverse implications under Rules on Takeover.

In determining whether to pay the Management Fees in the form of Units or cash or a combination of both, the Manager will be guided by, among others, the cash flows planning of the Manager, the potential capital appreciation through holding the Units, the alignment of interest with the Unitholders and the manner of payment of the Management Fees will not be detrimental to the Unitholders.

6.6.3 Illustration of the Management Fees Payable

To illustrate the Management Fees payable in any particular financial year, the following scenarios for Paradigm REIT’s financial position and performance as well as acquisition and divestment activities are assumed:

Total Asset Value as at the end of the FYE 2025 : RM2,475.6 million

Annualised NPI for the FYE 2025⁽¹⁾ : RM161.3 million

Acquisition activities during the FYE : Acquisition of a Real Estate for a purchase consideration of RM100.0 million.

Divestment activities during the FYE : Divestment of a Real Estate for a sale consideration of RM100.0 million.

Note:

- (1) *Annualised NPI is calculated by multiplying the NPI for the 294-days Forecast Period 2025 of RM129.9 million by a factor of 365 / 294.*

Based on the above, the Management Fees payable by Paradigm REIT are illustrated on the 2 following scenarios as set out in the table below:

Base Case : Assuming Management Fees are charged at the rate in line with the assumptions for the Profit Forecast

Maximum Case : Assuming Management Fees are charged at the maximum rate provided for under the Deed

6. THE MANAGER (Cont'd)

Base Fee	:	Base Case	Maximum Case
		0.3% of the Total Asset Value = 0.3% of RM2,475.6 million = RM7.4 million	1.0% of the Total Asset Value = 1.0% of RM2,475.6 million = RM24.8 million
Performance Fee	:	3.0% of NPI = 3.0% of RM161.3 million = RM4.8 million	5.0% of NPI = 5.0% of RM161.3 million = RM8.1 million
Acquisition Fee	:	1.0% of transaction value (being the total purchase price) = 1.0% of RM100.0 million = RM1.0 million	
Divestment Fee	:	0.5% of transaction value (being the total disposal price) = 0.5% of RM100.0 million = RM0.5 million	

Apart from the event driven fees (being the Acquisition Fee and the Divestment Fee), the aggregate annual Management Fees (being the Base Fee and Performance Fee) and its proportion as a percentage of NPI based on the illustrations above are RM12.2 million (7.6% of NPI) and RM32.9 million (20.4% of NPI) for the Base Case and Maximum Case, respectively.

6.7 OUTSOURCING OF THE REGISTRAR FUNCTION

The Manager has entered into a service agreement with Boardroom Share Registrars Sdn Bhd to delegate the function of registrar to Boardroom Share Registrars Sdn Bhd.

Boardroom Share Registrars Sdn Bhd was incorporated in Malaysia under the Companies Act 1965 on 7 March 1996, and deemed registered under the Companies Act. As at the LPD, the issued share capital of Boardroom Share Registrars Sdn Bhd is RM2,550,000.00 comprising 2,550,000 ordinary shares.

The principal services to be provided by the Registrar shall comprise, among others, the following:

- (i) maintaining and updating the Principal Register of Unitholders in compliance with the Companies Act and SICDA;
- (ii) attending to relevant correspondences and enquiries from the Unitholders and any other interested parties pertaining to the Principal Register, registration of powers of attorneys, letters of administration, grant of probate, indemnities, court orders and any other matters ancillary thereto;
- (iii) preparing, signing and despatching of distribution to the Unitholders and reconciling the distribution accounts unless surrendered to the Registrar of Unclaimed Moneys in accordance with the Unclaimed Moneys Act 1965 (if applicable);
- (iv) providing list of names and printing of address labels for the purposes of mailing the notices, circulars, documents and annual reports to the Unitholders;
- (v) liaising with the Bursa Depository to facilitate depositing of Units, access to the Record of Depositors, statistics for the Unitholders' information and for the purposes of Unitholders' meeting or any other corporate actions, in compliance with SICDA;
- (vi) obtaining from Bursa Depository the list of Unitholders entitled to distribution;

6. THE MANAGER *(Cont'd)*

- (vii) providing statistic reports or detailed Unitholders' information for annual report disclosure and as may be required by the Manager or the relevant authorities on a regular basis or upon receipt of a written request, which shall include the following:
 - (a) analysis of Unitholders by size and type;
 - (b) list of thirty largest Unitholders; and
 - (c) category of Unitholders;
- (viii) preparing distribution master list, bonus master list, right issue master list, list of major Unitholders, analysis of Unitholders and distribution in terms of size of unitholdings and percentage, unit capital ownership analysis and any other lists which are not specifically mentioned herein which is/are required by the Manager;
- (ix) providing services for other corporate exercises (bonus issue/rights issues and distribution payment), which shall include the provision of information on the following:
 - (a) entitlement list;
 - (b) excess applicants list; and
 - (c) successful allotment list.
- (x) acting as advisor to the Manager on all matters in relation to Bursa Depository or SICDA and be the official link between Bursa Depository and the Manager;
- (xi) processing issue of new Units including computation and allotment, verification of data for crediting into the respective CDS accounts and the subsequent dispatching of new global certificates to Bursa Depository, notices of allotment and relevant confirmation letter(s) to the Unitholders; and
- (xii) preparing for and handling the registration for Unitholders' meeting which includes the following:
 - (a) handling registration of Unitholders for meeting purposes; and
 - (b) handling lodgement and processing of proxy forms received up to providing the analysis of voting instruction based on proxy forms received.

Notwithstanding the above, the services of the Registrar are not intended, in anyway, to diminish the responsibilities of the Manager. The registrar function is the responsibility of the Manager.

6.8 OUTSOURCING OF THE INTERNAL AUDIT FUNCTION

BDO Governance Advisory Sdn Bhd was incorporated in Malaysia under the Companies Act 1965 on 9 June 1997, and deemed registered under the Companies Act. As at the LPD, the issued share capital of BDO Governance Advisory Sdn Bhd is RM150,150.00 comprising 150,150.00 ordinary shares. BDO Governance Advisory Sdn Bhd is principally involved in the provision of internal audit services, corporate governance advisory, risk management consulting services and general consulting services.

The Manager has entered into a service agreement with BDO Governance Advisory Sdn Bhd to delegate the function of the internal auditor to BDO Governance Advisory Sdn Bhd.

6. THE MANAGER (Cont'd)

The principal services to be provided by BDO Governance Advisory Sdn Bhd shall comprise, among others, the following:

- (i) developing a risk-based internal audit plan to the Audit Committee and Risk and Sustainability Committee for approval;
- (ii) conducting an annual internal control review covering key business processes, including but not limited to, procurement and payment of property operating expenses and property enhancement services, tenancy agreement, collection of rentals, acquisition and divestment of investment properties and fund management activities;
- (iii) presenting the findings on internal control reviews to the Audit Committee, and Risk and Sustainability Committee at the scheduled periodic meetings; and
- (iv) conducting a follow-up review to determine the implementation status of action plans arising from the internal control review conducted, as necessary.

Notwithstanding the above, the primary obligation, accountability and responsibility with regards to the scope of internal audit services shall remain with regards to the scope of internal audit services approved by the Board and the Manager at all times.

The Manager shall ensure that the internal audit functions executed for Paradigm REIT are guided by the International Professional Practice Framework of the Institute of Internal Auditors Malaysia.

6.9 OUTSOURCING OF THE COMPANY SECRETARIAL FUNCTION

The Manager has entered into a service agreement with Boardroom Corporate Services Sdn Bhd to delegate the function of company secretarial services to Boardroom Corporate Services Sdn Bhd.

Boardroom Corporate Services Sdn Bhd was incorporated in Malaysia under the Companies Act 1965 on 13 April 1960, and deemed registered under the Companies Act. As at the LPD, the issued share capital of Boardroom Corporate Services Sdn Bhd is RM250,000.00 comprising 250,000 ordinary shares.

The principal services to be provided by Boardroom Corporate Services Sdn Bhd shall comprise, among others, the following:

- (i) preparing and submitting statutory returns or forms under the Companies Act to the Companies Commission of Malaysia;
- (ii) proper maintenance of statutory books;
- (iii) liaising with Bursa Securities and the SC in respect of compliance with the Listing Requirements or other relevant requirements;
- (iv) drafting of all necessary notices, directors' resolutions, minutes of the Board's and the board committees' meetings and shareholders' meetings and relevant documents under the direction and instruction of the Board;
- (v) attending Board's and board committees' meeting as well as general meetings and any other meetings of the Manager, if so required;
- (vi) preparation of Board papers for Board's and the board committees' meetings or any other meetings, if so required;

6. THE MANAGER (Cont'd)

- (vii) providing certification of company secretarial documents and forms when required;
- (viii) providing advisory services on matters relating to the statutory requirements as prescribed under the Companies Act and requirements under Bursa Securities, the latest updates on legislative changes and such other matters relating to good corporate and secretarial practices; and
- (ix) providing 2 named company secretaries to the Manager.

Notwithstanding the above, the services of Boardroom Corporate Services Sdn Bhd are not intended, in anyway, to diminish the responsibilities of the Manager. The company secretarial function is the responsibility of the Manager.

6.10 UNITHOLDINGS OF THE SUBSTANTIAL SHAREHOLDERS, DIRECTORS AND KEY MANAGEMENT PERSONNEL OF THE SPONSOR AND THE MANAGER IN PARADIGM REIT

Paradigm REIT was established on 13 March 2025. Prior to the Acquisitions and the Offering, the substantial shareholders, directors and key management personnel of the Manager and the Sponsor will not hold any Units, direct and/or indirect, in Paradigm REIT.

The expected unitholding of the said parties after the Acquisitions and Offering (after taking into account allocation from the Restricted Pink Form Offering) are set out in the table below:

	Direct		Indirect	
	No. of Units (‘000)	%	No. of Units (‘000)	%
<u>Substantial Shareholders of the Sponsor</u>				
DNSB	-	-	⁽¹⁾ 1,040,000	65.0
LPL	-	-	⁽²⁾ 1,040,000	65.0
TSDL	-	-	⁽³⁾ 1,040,000	65.0
AmanahRaya Trustees Berhad – Amanah Saham Bumiputera	-	-	-	-
<u>Substantial Shareholders of the Manager</u>				
Sponsor	810,000	50.6	⁽⁴⁾ 230,000	14.4
DNSB	-	-	⁽¹⁾ 1,040,000	65.0
LPL	-	-	⁽²⁾ 1,040,000	65.0
TSDL	-	-	⁽³⁾ 1,040,000	65.0
TSMZ	-	-	-	-
<u>Directors of the Sponsor</u>				
TSDL ⁽⁵⁾	-	-	⁽³⁾ 1,040,000	65.0
Dato’ Lee ⁽⁵⁾	-	-	-	-
Datuk Chow Ying Choon	500	*	-	-
Tan Sri Marzuki Bin Mohd Noor	100	*	-	-
Datuk Ab Wahab Bin Khalil	100	*	-	-
Dato’ Ng Sooi Lin	100	*	-	-
Ng Soon Lai @ Ng Siek Chuan	100	*	-	-
Rahana Binti Abdul Rashid	100	*	-	-
<u>Directors of the Manager</u>				
Tan Sri Shahril Ridza Bin Ridzuan	100	*	-	-
Dato’ Ng Wan Peng	100	*	-	-

6. THE MANAGER (Cont'd)

	Direct		Indirect	
	No. of Units (‘000)	%	No. of Units (‘000)	%
Kua Choo Kai	100	*	-	-
Dr. Lee Khuan Eoi	100	*	-	-
General Tan Sri Dato’ Seri Panglima Ts Zulkifli Bin Zainal Abidin (Retired) ⁽⁶⁾	100	*	-	-
Lai Cheng Yee ⁽⁷⁾	100	*	-	-
Chua Kah Noi Selena	100	*	-	-

Key Management Personnels of the Sponsor

Ir. Anthony Teoh Teik Thiam	100	*	-	-
Ang Keng Hong	100	*	-	-
Ng Eng Keat	100	*	-	-
Ng Mun Wai	100	*	-	-
Ir. Dr. Tony Chan Tuck Leong	100	*	-	-
Chong Wah Hing	100	*	-	-
Khor Loke Yew	100	*	-	-
Mak Ngan Hoe	100	*	-	-
Florence Lee Guat Choo	100	*	-	-

Key Management Personnels of the Manager

Chong Kian Fah	100	*	-	-
Jason Lee Chia Huang	50	*	-	-
Tan Jui Guek	100	*	-	-
Khoo Eng Heng	50	*	-	-
Yap Wee Then	50	*	-	-
Wong Kim Kheng	50	*	-	-
Hor Chen Yan	50	*	-	-

Notes:

- * Less than 0.1%.
- (1) Deemed interested by virtue of its 16.5% interest in the Sponsor, pursuant to Section 8 of the Companies Act.
- (2) Deemed interested by virtue of its 100.0% interest in DNSB, pursuant to Section 8 of the Companies Act.
- (3) Deemed interested by virtue of his 6.7% direct interest in the Sponsor and his 100.0% interest in LPL, pursuant to Section 8 of the Companies Act.
- (4) Deemed interested by virtue of its 70.0% interest in JPSB, pursuant to Section 8 of the Companies Act.
- (5) TSDL and Dato’ Lee have voluntarily opted out of the Restricted Pink Form Offering to mitigate any potential conflict of interest situation that may arise. Please refer to Section 11.5 “Interests of Directors and other substantial shareholders of the Manager in other corporations carrying on similar business” of this Prospectus for further information on the potential conflict of interest situations involving TSDL and Dato’ Lee.
- (6) General Tan Sri Dato’ Seri Panglima Ts Zulkifli Bin Zainal Abidin (Retired) is the Non-Independent Non-Executive Director nominated by TSMZ.
- (7) Lai Cheng Yee is the Non-Independent Non-Executive Director nominated by the Sponsor.

6. THE MANAGER (Cont'd)

Save as disclosed above, none of the substantial shareholders, directors and key management personnel of the Sponsor and the Manager have any nature of association or family relationship with each other.

6.11 RETIREMENT, REMOVAL AND REPLACEMENT OF THE MANAGER

6.11.1 Retirement

The Manager may retire upon giving 6 months' written notice to the Trustee (or such shorter period as may be agreed upon with the Trustee) and the Trustee shall then appoint in writing any other corporation as the management company of Paradigm REIT in its place subject to the approval of the SC.

6.11.2 Removal and Replacement

- (i) If the Manager –
 - (a) has ceased to exist;
 - (b) ceases to be eligible to act as management company pursuant to the CMSA or its appointment to act as the management company of Paradigm REIT is revoked by the SC;
 - (c) fails or refuses to act as management company in accordance with the provisions or covenants of the Deed or the provisions of the CMSA;
 - (d) has a receiver appointed over the whole or a substantial part of its assets or undertaking and the Manager has not ceased to act under the appointment or a petition is presented for the winding up of the Manager (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction the Manager becomes or is declared to be insolvent);
 - (e) is under investigation for conduct amounting to fraud or of similar serious nature being a contravention of the Companies Act or any Securities Law and is found guilty by the courts in Malaysia of such offence as charged;
 - (f) is required to be removed by the SC or is required to be removed pursuant to the provisions of the REIT Guidelines; or
 - (g) is required to be removed by the Unitholders by way of an ordinary resolution of a simple majority of the votes of the Unitholders (or otherwise in accordance with the requirements of the REIT Guidelines), passed at a Unitholders' meeting convened for that purpose on the grounds that the Manager is in breach of its obligations under the Deed and the Manager has failed to remedy the breach despite the request from the Trustee to remedy the breach,

the Trustee shall as soon as practicable after becoming aware of any of the above events take all reasonable steps to remove the Manager from its appointment under the Deed and appoint a replacement management company which is eligible to be appointed to act as a management company under the CMSA and which has been approved by the SC.

6. THE MANAGER (Cont'd)

6.12 RELATED PARTY TRANSACTIONS AND CONFLICTS OF INTEREST

The Deed states that the Manager and the Trustee and any delegate thereof shall avoid conflicts of interest arising, and shall ensure that Paradigm REIT is not disadvantaged by such transaction. The Manager must not make improper use of its position in managing Paradigm REIT to gain, directly or indirectly, an advantage for itself or for any other person or to cause detriment to the interest of the Unitholders.

The Directors are under a fiduciary duty towards Paradigm REIT to act in the best interest of Paradigm REIT. In addition, the executive and non-executive directors (including CEO) and the key management personnel of the Manager are expected to act with honesty and integrity at all times.

The Directors must ensure that any related party transactions carried out by Paradigm REIT shall be in accordance to the REIT Guidelines, the Listing Requirements and the Relevant Laws and Requirements and with the approval of the Unitholders where stipulated under the REIT Guidelines, the Listing Requirements and the Relevant Laws and Requirements at all times.

Under the Deed, the Related Parties (as defined in the Deed) of the Manager may hold Units but, unless otherwise permitted by the Relevant Laws and Requirements or by the SC, such Related Party of the Manager shall not have voting rights in respect of the Units held at any meetings of Unitholders and shall not be counted in a quorum for such a meeting, if it has an interest in the outcome of the transaction tabled for approval at the meeting which is different from the interest of other Unitholders.

Please refer to Section 11 "Corporate Governance, Related Party Transactions and Conflict of Interest" of this Prospectus for further details on conflicts of interest and related party transactions.

6.13 CORPORATE GOVERNANCE

Please refer to Section 11 "Corporate Governance, Related Party Transactions and Conflict of Interest" of this Prospectus.

6.14 MATERIAL LITIGATION AND ARBITRATION

As at the LPD, the Manager is not engaged in any material litigation and arbitration, either as plaintiff or defendant which has a material effect on its financial position and its directors do not know of any proceedings, pending or threatened, or of any facts likely to give rise to any proceedings which might materially and adversely affect its financial position or business.

6.15 SUSTAINABILITY

As an 80.0% jointly-controlled entity of the Sponsor, the Manager has adopted relevant sustainability practices from the Sponsor, Paradigm REIT is committed to fostering a sustainable future by integrating ESG principles into its business strategies and operations. Paradigm REIT aims to create long-term value for its stakeholders while contributing positively where Paradigm REIT operates.

6. THE MANAGER (Cont'd)

6.15.1 Environmental aspect

The environmental sustainability practices are as follows:

- (i) committed towards energy-efficient practices across all its Real Estates by implementing technologies and monitoring systems to eliminate wastages;
- (ii) ensure responsible and efficient use of natural resources and adopt water conservation practices through the installation of water-efficient fixtures and the implementation of rainwater harvesting systems, where practical;
- (iii) promote waste reduction and recycling initiatives in all its Real Estates with the main aim of diverting waste from landfills through comprehensive recycling programs and waste management practices; and
- (iv) collaborate with tenants to promote sustainable practices, such as waste reduction, energy and water conservation.

6.15.2 Social Aspect

The Manager is committed to, among others, achieving the following:

- (i) contributing to the wellbeing and development of the surrounding community through corporate social responsibility programmes, employee volunteerism, job creation and donation;
- (ii) ensuring active engagement with shoppers and tenants to improve customer satisfaction;
- (iii) prioritise the well-being and development of its employees by providing a safe, healthy, and conducive work environment;
- (iv) cultivating a diverse and inclusive culture that recognises and values individuality;
- (v) ensuring equal access to opportunities regardless of age, gender, ethnicity, religion, national origin, disability, sexual orientation or any other relevant characteristics;
- (vi) eliminating improper conducts and practices in the workplace, including but not limited to bullying, discrimination, intimidation and victimisation; and
- (vii) empowering the Manager's workforce through ongoing training programmes the personal and professional growth of its employee.

6.15.3 Governance Sustainability

The Manager is committed to adhere to good corporate governance practices in accordance with the principles and practices of corporate governance as set out in MCCG, which is fundamental in safeguarding the interest of the Unitholders. The Board strives to provide active oversight on sustainability and climate governance, ensuring alignment with Paradigm REIT's strategic priorities and long-term vision by regularly reviewing ESG initiatives and climate-related goals to assess progress and address emerging climate risks and opportunities.

The Board is also committed to, among others, achieving the following:

- (i) maintaining the highest standards of business ethics, integrity, and corporate governance practices;

6. THE MANAGER *(Cont'd)*

- (ii) establishing and continually improving appropriate governance structures and processes;
- (iii) complying with the Relevant Laws and Requirements;
- (iv) resolving verifiable complaints, grievances and conflicts through an open, transparent and consultative process;
- (v) establishing robust policies and procedures to ensure the adequacy and integrity of the Paradigm REIT's internal control system;
- (vi) conducting business in an open, transparent, and accountable manner;
- (vii) engaging in continuous, timely, transparent, and meaningful communication with stakeholders to facilitate mutual understanding; and
- (viii) protecting the rights of customers to privacy and the protection of personal data.

The Manager has adopted the recommendations under the MCCG to have a board comprising at least 50.0% independent directors and to have at least 30.0% women directors. As at the LPD, 4 out of 7 Directors or 57.1% of the Board are independent directors and female.

Upon Listing, the Manager will make the relevant disclosures of the applicable practices prescribed under MCCG as required under the Listing Requirements.

7. BACKGROUND INFORMATION ON THE SPONSOR

7.1 THE SPONSOR

The Sponsor was incorporated in Malaysia on 21 January 2011 under the Companies Act 1965 as a private limited company under the name of WCT Holdings Sdn Bhd, and is deemed registered under the Companies Act. It had converted from a private limited company to a public limited company under its present name of WCT Holdings Berhad on 22 November 2012. The registered office of the Sponsor is located at B-30-01, The Ascent, Paradigm, No. 1, Jalan SS7/26A, Kelana Jaya, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia. Currently, the Sponsor is publicly listed on the Main Market.

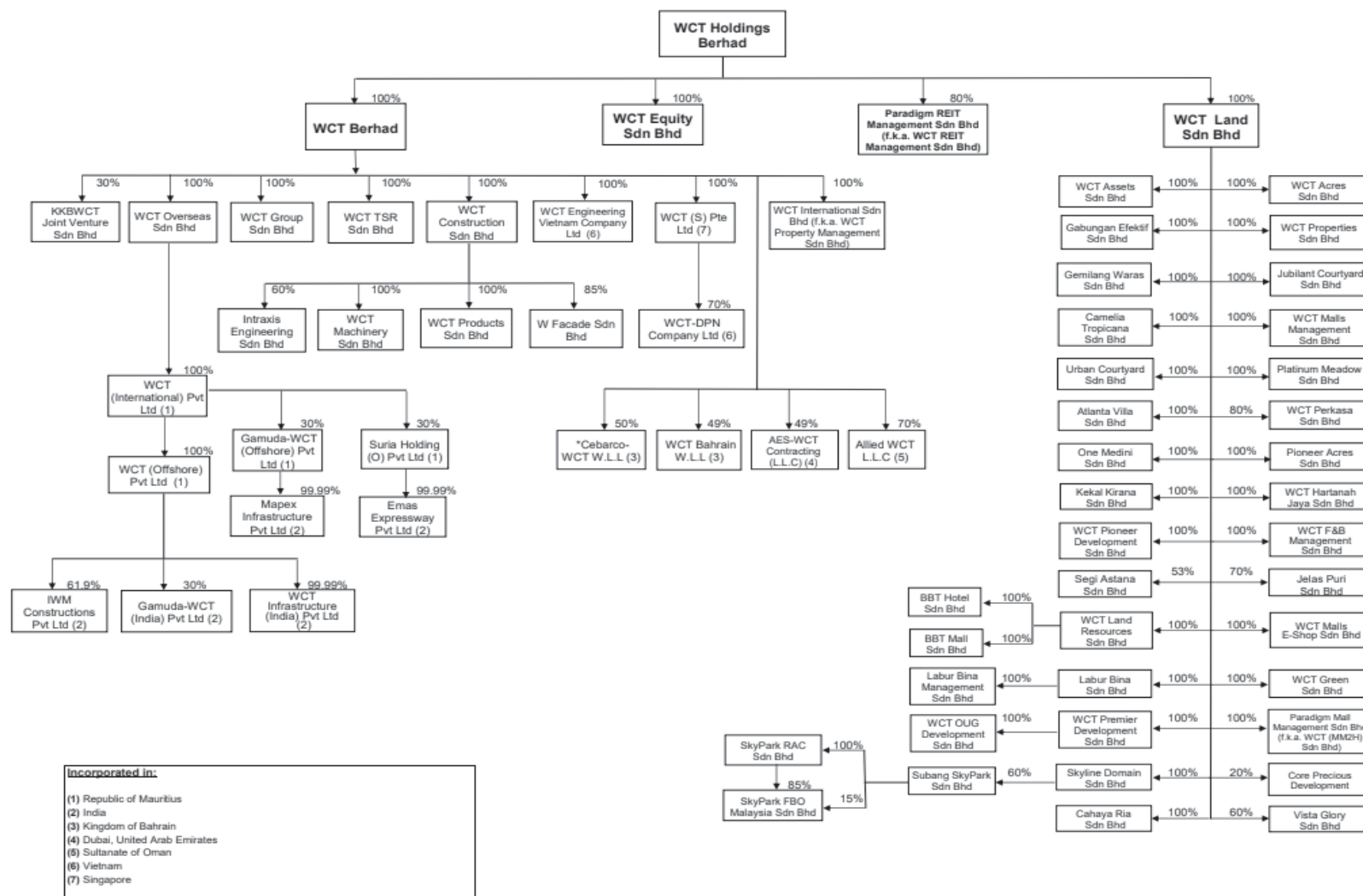
The Sponsor is principally involved in investment holding and provision of management services to its subsidiaries, joint ventures and associates. The 3 core businesses of the WCTH Group are engineering and construction, property development and property investment and management.

As at the LPD, the Sponsor is holding a direct interest of 80.0% in the Manager, while the remaining 20.0% interest is held by TSMZ. Notwithstanding the equity interest of 80.0% in the Manager held by the Sponsor, the Manager will be recognised as a jointly-controlled entity of the Sponsor from an accounting perspective.

7. BACKGROUND INFORMATION ON THE SPONSOR (Cont'd)

7.1.1 The Sponsor's Group Structure

Upon Listing, the Sponsor's group structure will be as set out below:



7. BACKGROUND INFORMATION ON THE SPONSOR (Cont'd)

7.1.2 The Sponsor's Share Capital

As at the LPD, the Sponsor's issued share capital is RM3,337,123,427.54 comprising 1,559,814,471 WCTH Shares, which is inclusive of 914,471 treasury shares valued at RM380,613.54.

7.1.3 The Sponsor's Subsidiaries and Jointly-Controlled Entities

The Sponsor's subsidiaries and jointly-controlled entities as at the LPD are as follows:

<u>Name and registration no.</u>	<u>Date and country of incorporation</u>	<u>Issued share capital</u>	<u>Equity interest %</u>	<u>Principal activities</u>
Direct subsidiaries of WCTH				
WCT Berhad / 19810100043 3 (66538-K)	14 January 1981 / Malaysia	RM1,164,739,944.45	100.0	Engineering works specialising in earthworks, construction of highway, building and related infrastructure works, investment and property holding, provision of management services to the subsidiaries and trading in properties
WCT Equity Sdn Bhd / 19970100911 3 (424609-U)	25 March 1997 / Malaysia	RM2.00	100.0	Provision of treasury and fund management services and investment holdings
WCTL / 19940103920 3 (324888-H)	28 November 1994 / Malaysia	RM803,389,904.00	100.0	Investment holding
In-direct subsidiaries of WCTH				
Subsidiaries of WCT Berhad				
WCT Construction Sdn Bhd / 19850100793 7 (140381-U)	28 May 1985 / Malaysia	RM760,000,200.00	100.0	Civil engineering works, specialising in earthworks, highway construction and related infrastructure works
WCT Overseas Sdn Bhd / 19970103430 8 (449807-P)	13 October 1997 / Malaysia	RM2.00	100.0	Investment holding

7. BACKGROUND INFORMATION ON THE SPONSOR (Cont'd)

Name and registration no.	Date and country of incorporation	Issued share capital	Equity interest %	Principal activities
WCT Group Sdn Bhd / 20110100182 5 (929962-M)	17 January 2011 / Malaysia	RM2.00	100.0	Dormant, with the intended business of general trading, land and property investment and investment holding
WCT TSR Sdn Bhd / 20190100087 1 (1310197-U)	9 January 2019 / Malaysia	RM3,000,000.00	100.0	To undertake and complete the main contract work for a 8-level shopping complex project which forms part of the integrated development known as Merdeka 118
WCT International Sdn Bhd / 20100100475 5 (889370-T)	8 February 2010 / Malaysia	RM100,000.00	100.0	Business development, management and investment
WCT (S) Pte Ltd / 200803928Z	28 February 2008 / Singapore	SGD1.00 and USD1,850,000.00	100.0	Investment holding
WCT Engineering Vietnam Company Limited / 0305317548	3 October 2007 / Vietnam	USD300,000.00	100.0	Dormant, with the intended business of construction of civil and industrial project
Cebarco-WCT WLL / 49682-1	11 November 2002 / Kingdom of Bahrain	Bahraini Dinar 250,000	50.0 ⁽¹⁾	Construction works
Allied WCT LLC / 1039949	8 March 2008 / Sultanate of Oman	Omani Riyal 250,000	70.0 ⁽²⁾	Dormant, with the intended business of general on civil construction
Subsidiaries of WCT Construction Sdn Bhd				
WCT Machinery Sdn Bhd / 19960104065 8 (413011-W)	9 December 1996 / Malaysia	RM50,000,000.00	100.0	Hiring and repairing of machineries and public transportation agent
WCT Products Sdn Bhd / 19960100872 3 (381071-A)	25 March 1996 / Malaysia	RM1,000,000.00	100.0	Trading of building materials

7. BACKGROUND INFORMATION ON THE SPONSOR (Cont'd)

Name and registration no.	Date and country of incorporation	Issued share capital	Equity interest %	Principal activities
W Facade Sdn Bhd / 19990100008 0 (474980-D)	5 January 1999 / Malaysia	RM2,000,000.00	85.0 ⁽³⁾	Design, manufacturing, fabrication, installation of facade, aluminium and glazing works
Intraxis Engineering Sdn Bhd / 20030100976 9 (612189-V)	14 April 2003 / Malaysia	RM300,000.00	60.0 ⁽⁴⁾	Civil works for Bakun Hydroelectric Project
Subsidiary of WCT Overseas Sdn Bhd				
WCT (International) Private Limited / 6/2001/9335	23 April 2001 / Republic of Mauritius	USD1.00	100.0	Investment holding
Subsidiary of WCT (International) Private Limited				
WCT (Offshore) Private Limited / 26844/6634	16 May 2001 / Republic of Mauritius	USD2.00	100.0	Investment holding
Subsidiaries of WCT (Offshore) Private Limited				
IWM Constructions Private Limited / PTC 037073	26 July 2001 / India	Indian Rupee ("INR") 60,100,000.00	61.9 ⁽⁵⁾	Engineering, procurement and construction
WCT Infrastructure (India) Private Limited / PTC 041090	3 June 2003 / India	INR100,000.00	99.9 ⁽⁶⁾	Investment holding
Subsidiary of WCT (S) Pte Ltd				
WCT-DPN Company Limited / 0311486456	24 December 2011 / Vietnam	USD25,151,580	70.0 ⁽⁷⁾	Development and management
Subsidiaries of WCTL				
GWSEB / 19990102202 2 (496922-H)	20 October 1999 / Malaysia	RM20,000,000.00	100.0	Property development and property investment and management
WCT Properties Sdn Bhd / 19940101529 0 (300970-K)	18 May 1994 / Malaysia	RM27,000,002.00	100.0	Property investment and trading of properties

7. BACKGROUND INFORMATION ON THE SPONSOR (Cont'd)

Name and registration no.	Date and country of incorporation	Issued share capital	Equity interest %	Principal activities
Gabungan Efektif Sdn Bhd / 20020102259 6 (590259-A)	22 August 2002 / Malaysia	RM15,000,000.00	100.0	Property development
Labur Bina Sdn Bhd / 19950100136 6 (330560-P)	13 January 1995 / Malaysia	RM34,000,000.00	100.0	Property development and provision of management services to the subsidiary and related companies
WCT Land Resources Sdn Bhd / 20050102723 9 (709373-K)	12 September 2005 / Malaysia	RM2.00	100.0	Investment holdings
Camellia Tropicana Sdn Bhd / 20050103022 2 (712359-P)	11 October 2005 / Malaysia	RM250,000.00	100.0	Property development
One Medini Sdn Bhd / 20090101729 7 (860394-D)	11 June 2009 / Malaysia	RM116,000,000.00	100.0	Property development at Medini, Iskandar Malaysia
Urban Courtyard Sdn Bhd / 20100100444 5 (889057-M)	4 February 2010 / Malaysia	RM25,250,000.00	100.0	Property development
Platinum Meadow Sdn Bhd / 20100103362 0 (917543-W)	10 October 2010 / Malaysia	RM236,250,000.00	100.0	Property development
WCT F&B Management Sdn Bhd / 20060101929 8 (739051-X)	27 June 2006 / Malaysia	RM250,000.00	100.0	Food and beverage management
WCT Assets Sdn Bhd / 20110100182 6 (929963-H)	17 January 2011 / Malaysia	RM2.00	100.0	Property development

7. BACKGROUND INFORMATION ON THE SPONSOR (Cont'd)

Name and registration no.	Date and country of incorporation	Issued share capital	Equity interest %	Principal activities
WCT Premier Development Sdn Bhd / 20100102750 1 (911420-X)	12 August 2010 / Malaysia	RM338,600,002.00	100.0	Investment holdings
Pioneer Acres Sdn Bhd / 20110101946 5 (947598-A)	6 June 2011 / Malaysia	RM250,000.00	100.0	Property development
Jubilant Courtyard Sdn Bhd / 20110100731 6 (935454-M)	9 March 2011 / Malaysia	RM1,000,000.00	100.0	Property development
WCT Acres Sdn Bhd / 20110102946 6 (957601-P)	18 August 2011 / Malaysia	RM152,000,000.00	100.0	Property development
WCTHJ / 20110103577 7 (963911-K)	12 October 2011 / Malaysia	RM35,000,000.00	100.0	Property development and investment
WCT Pioneer Development Sdn Bhd / 20130103197 9 (1061808-A)	11 September 2013 / Malaysia	RM100,000.00	100.0	Property development
WCT Malls E-Shop Sdn Bhd / 20130103688 8 (1066717-A)	18 October 2013 / Malaysia	RM250,000.00	100.0	Retail sale of any kind of product over the internet and loyalty programme
WCTMM / 20140103525 9 (1111375-U)	1 October 2014 / Malaysia	RM4,000,000.00	100.0	Malls management
WCT Green Sdn Bhd / 20110100182 4 (929961-P)	17 January 2011 / Malaysia	RM26,600,000.00	100.0	Property development and construction
Kekal Kirana Sdn Bhd / 20130101897 9 (1048809-K)	5 June 2013 / Malaysia	RM19,999,999.80	100.0	Property development
PMMSB / 20180101846 2 (1280478-M)	17 May 2018 / Malaysia	RM50,001.00	100.0	Property management

7. BACKGROUND INFORMATION ON THE SPONSOR (Cont'd)

Name and registration no.	Date and country of incorporation	Issued share capital	Equity interest %	Principal activities
Skyline Domain Sdn Bhd / 201701027254 (1241420-D)	2 August 2017 / Malaysia	RM54,500,000.00	100.0	Investment holding
WCT Perkasa Sdn Bhd / 201101005255 (933396-H)	22 February 2011 / Malaysia	RM1,000.00	80.0 ⁽⁸⁾	Land and property development and investment
Atlanta Villa Sdn Bhd / 200901031891 (875001-H)	13 October 2009 / Malaysia	RM250,000.00	100.0	Property development
Cahaya Ria Sdn Bhd / 202401030798 (1576647-P)	30 July 2024 / Malaysia	RM1.00	100.0	To carry on the service related to confinement centre, mother and childcare centre
Subsidiary of Labur Bina Sdn Bhd				
Labur Bina Management Sdn Bhd / 199901005010 (479910-P)	26 March 1999 / Malaysia	RM2.00	100.0	Provision of maintenance and management services on developed property
Subsidiaries of WCT Land Resources Sdn Bhd				
BBT Mall Sdn Bhd / 200501028323 (710458-U)	21 September 2005 / Malaysia	RM2.00	100.0	Special purpose vehicle
BBT Hotel Sdn Bhd / 200601022028 (741781-P)	21 July 2006 / Malaysia	RM20,500,000.00	100.0	Management and operation of hotel
Subsidiary of WCT Premier Development Sdn Bhd				
WCT OUG Development Sdn Bhd / 197301000681 (14216-V)	7 April 1973 / Malaysia	RM1,850,000.00	100.0	Property development, management and investment

7. BACKGROUND INFORMATION ON THE SPONSOR (Cont'd)

<u>Name and registration no.</u>	<u>Date and country of incorporation</u>	<u>Issued share capital</u>	<u>Equity interest %</u>	<u>Principal activities</u>
Subsidiary of Skyline Domain Sdn Bhd				
Subang SkyPark Sdn Bhd / 20070100689 4 (764895-A)	8 March 2007 / Malaysia	RM2,000,000.00	60.0 ⁽⁹⁾	Engaged in the business of the development of commercial aviation related infrastructure and facilities together with its management and operation
Subsidiary of Subang SkyPark Sdn Bhd				
SkyPark RAC Sdn Bhd / 20080102813 9 (829466-V)	14 August 2008 / Malaysia	RM20,200,000.00	100.0	Business of development of hangarage complexes and provision of maintenance, repair, overhaul engineering services
Subsidiary of SkyPark RAC Sdn Bhd				
SkyPark FBO Malaysia Sdn Bhd / 20080101808 4 (819380-P)	28 May 2008 Malaysia	RM1,000,000.00	85.0 ⁽¹⁰⁾	Aircraft hangarage and apron facilities, aircraft parking, aircraft interior and exterior cleaning; business aviation centre lounge services and in-flight catering; and full range of ground services for all aircraft types and models and supply aircraft fuel in all airports, including trip support, meet and greet and transportation services
Jointly-controlled entity of WCTH				
Paradigm REIT Management Sdn Bhd / 20190102385 8 (1333187-V)	8 July 2019 / Malaysia	RM3,300,000.00	80.0 ⁽¹¹⁾	Management of Paradigm Real Estate Investment Trust
Jointly-controlled entity of WCTL				
JPSB / 20050100769 7 (684744-H)	17 March 2005 / Malaysia	RM310,000,000.00	70.0 ⁽¹²⁾	Property investment, management and development

7. BACKGROUND INFORMATION ON THE SPONSOR (Cont'd)

<u>Name and registration no.</u>	<u>Date and country of incorporation</u>	<u>Issued share capital</u>	<u>Equity interest %</u>	<u>Principal activities</u>
Segi Astana Sdn Bhd / 20100103274 0 (916663-H)	1 October 2010 / Malaysia	RM526,026,589.08	53.0 ⁽¹³⁾	To undertake the build-operate-transfer concession, to design, construct and complete an integrated complex ("KLIA2 Integrated Complex") at the terminal ("KLIA2") at Kuala Lumpur International Airport, Sepang, Selangor, Malaysia, comprising a transportation hub, car park and commercial complex
Vista Glory Sdn Bhd / 20210101014 4 (1410443-W)	22 March 2021 / Malaysia	RM174,661,862.28	60.0 ⁽¹⁴⁾	Construction of building not elsewhere classified, activities of holding companies; real estate activities with own or leased property not elsewhere classified

Notes:

- (1) The remaining interest of 50.0% is owned by Cebarco Bahrain S.P.C.
- (2) The remaining interest of 30.0% is owned by Allied Business Corporation L.L.C.
- (3) The remaining interest of 15.0% is owned by Yong Chuan Chin.
- (4) The remaining interest of 40.0% is owned by MTD Construction Sdn Bhd.
- (5) The remaining interest of 38.1% is owned by International MTD Capital (Mauritius) Limited.
- (6) The remaining interest of 0.01% is owned by WCT (International) Private Limited.
- (7) The remaining interest of 30.0% is owned by Southern Land Corporation.
- (8) The remaining interest of 20.0% is owned by Perkasa Bumi Padu Sdn Bhd.
- (9) The remaining interest of 40.0% is owned by Anggun Intelek Sdn Bhd.
- (10) The remaining interest of 15.0% is owned by Subang SkyPark Sdn Bhd.
- (11) The remaining interest of 20.0% is owned by TSMZ.
- (12) The remaining interest of 30.0% is owned by EPF.
- (13) The remaining interest of 47.0% is owned by Malaysia Airports Holdings Berhad.
- (14) The remaining interest of 40.0% is owned by Tanjung Nakhoda (M) Sdn Bhd.

7. BACKGROUND INFORMATION ON THE SPONSOR (Cont'd)

7.1.4 Shareholding Structure of the Sponsor

As at the LPD, the substantial shareholders of the Sponsor as well as their direct and indirect interests based on the Register of Substantial Shareholders of the Sponsor are as follows:

Name	Direct interest		Indirect interest	
	No. of shares	%	No. of shares	%
AmanahRaya Trustees Berhad – Amanah Saham Bumiputera	82,507,345	5.3	-	-
DNSB	257,220,078	16.5	-	-
LPL	-	-	257,220,078 ⁽¹⁾	16.5
TSDL	105,142,753	6.7	257,220,078 ⁽²⁾	16.5

Notes:

- (1) Deemed interested by virtue of its interest in DNSB pursuant to Section 8 of the Companies Act.
- (2) Deemed interested by virtue of his interest in LPL pursuant to Section 8 of the Companies Act.

7.2 RELEVANT EXPERIENCE

Please refer to Section 2.5 “Competitive Strengths and Investment Highlights” of this Prospectus for information on the relevant experience of the Sponsor.

7.3 UNITHOLDINGS OF THE SPONSOR IN PARADIGM REIT

Please refer to Section 6.10 “Unitholdings of the Substantial Shareholders, Directors and Key Management Personnel of the Sponsor and the Manager in Paradigm REIT” of this Prospectus for information on the unitholdings of the Sponsor in Paradigm REIT before and after the Listing.

8. THE TRUSTEE

The following information in this section (save where it relates to the Deed) has been prepared and provided by the Trustee. None of the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners, the Joint Underwriters and any other person has independently verified this information and therefore, none of the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters makes any representation as to the correctness, accuracy or completeness of such information. Accordingly, prospective investors should not place undue reliance on such information.

8.1 CORPORATE INFORMATION

RHB Trustees Berhad was incorporated in Malaysia under the Companies Act 1965 on 6 March 2002 and deemed registered under the Act. It was registered as a trust company under Section 4 of the Trust Companies Act 1949 ("**Trust Companies Act**") on 16 August 2002. The registered address of the Trustee is at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Wilayah Persekutuan, Malaysia. As at the LPD, the issued share capital of the Trustee is RM12,000,000.00 comprising 1,200,000 ordinary shares, paid-up to RM5.00 per share with RM5.00 per share remaining unpaid in accordance with Section 3(c) of the Trust Companies Act.

The principal activity of the Trustee is to provide professional corporate and retail trustee services. The Trustee has been in the trustee business since 2002. As at the LPD, the Trustee's staff strength comprises approximately 40 staff. The Trustee undertakes all types of trustee business allowed under the Trust Companies Act, ranging from corporate trustee services to retail services. The Trustee offers corporate trustee services such as trustee for REITs, unit trust funds, and custodian services. The Trustee's retail services include estate planning services (will writing, custodian and executor/trustee services) and private trustee services (private purpose trust, investment trust, charitable trust, insurance trust, business succession trust, estate administration trust, custodian and stakeholder services). As at the LPD, the Trustee is trustee for more than 14 unit trust funds, 60 wholesale funds, 2 exchange-traded funds with approximate aggregate fund size of RM7.95 billion and 4 listed REITs.

8.2 BOARD OF DIRECTORS OF THE TRUSTEE

The following table sets out information regarding the board of directors of the Trustee as at the LPD:

<u>Name</u>	<u>Designation</u>
Dato' Siow Kim Lun @ Siow Kim Lin	Independent Non-Executive Chairman
Dato' Darawati Hussain	Senior Independent Non-Executive Director
Lim San San	Officer-in-Charge / Non-Independent Executive Director
Dr Chong Han Hwee	Non-Independent Non-Executive Director

8.3 FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE

The Trustee's functions, duties and responsibilities are set out in the Deed. The general functions, duties and responsibilities of the Trustee include, but are not limited to the following:

- (i) at all times, through proper and adequate supervision, safeguarding the interests of the Unitholders and will actively monitor the administration of Paradigm REIT by the Manager to ensure that the interests of Unitholders are upheld at all times;
- (ii) acting continuously as trustee under the trust created by the Deed until the trust is terminated as provided in the Deed or until the Trustee has retired from the trust in the manner provided in the Deed;
- (iii) ensuring that Paradigm REIT has, at all times, an appointed Manager;
- (iv) ensuring that the Manager does not make improper use of its position in managing Paradigm REIT to gain, directly or indirectly, an advantage for itself or for any other person or to cause detriment to the interest of the Unitholders;
- (v) exercising all due care, skill, diligence and vigilance as can be reasonably expected from a person exercising the position of a trustee in carrying out its functions and duties and in safeguarding the rights and interests of the Unitholders in accordance with the Deed and the Applicable Laws and Requirements;
- (vi) forwarding to the Manager all notices of meetings, reports, circulars, quit rent, assessment and premium notices, and other notices and documents which are at any time received by the Trustee in respect of any of the assets of Paradigm REIT within 5 Market Days of receipt;
- (vii) ensuring at all times, through proper and adequate supervision, that Paradigm REIT is managed and administered by the Manager in accordance with Paradigm REIT's objectives, any prospectus or supplemental prospectus in relation to any issue of Units required to be issued pursuant to the CMSA (where applicable), the Deed and the Applicable Laws and Requirements and acceptable and efficacious business practices within the real estate investment industry. In ensuring compliance with the requirements and safeguarding the interests of the Unitholders, the Trustee covenants to conduct independent reviews and not only depend on the submission of information by the Manager. It covenants to exercise reasonable diligence in monitoring the function of the Manager in accordance with the provisions of the Deed and to do everything in its power to ensure that the Manager remedies any breach known to the Trustee of the provisions or covenants of the Deed, unless the Trustee is satisfied that the breach will not materially prejudice the Unitholders' interests;
- (viii) notifying the SC as soon as practicable of any irregularity, breach of the Deed, the Applicable Laws and Requirements, or any inconsistency between the provisions of any prospectus or supplemental prospectus in relation to any issue of Units required to be issued pursuant to the CMSA (where applicable), and the provisions or covenants of the Deed or any other matter properly regarded by the Trustee as not being in the interests of Unitholders; and
- (ix) taking all reasonable steps and exercise due diligence to ensure that the assets of Paradigm REIT are valued by the qualified valuer in accordance with provisions of the Deed and the Applicable Laws and Requirements.

8. THE TRUSTEE (Cont'd)

8.4 FINANCIAL INFORMATION OF THE TRUSTEE

The following is a summary of the Trustee's past audited financial performance for the past 3 financial years ended 31 December 2022, 31 December 2023 and 31 December 2024.

	Audited		
	FYE		
	2022	2023	2024
	RM	RM	RM
Paid-up share capital	6,000,000	6,000,000	6,000,000
Shareholders' funds	19,397,503	19,482,012	19,771,674
Revenue	12,878,155	11,875,532	13,142,822
Profit before tax	3,801,078	2,893,295	4,685,772
Profit after tax	2,978,734	2,142,209	3,550,237

8.5 TRUSTEE'S FEE

In accordance with the Deed, Paradigm REIT will pay the Trustee an annual trusteeship fee of up to 0.03% per annum of the NAV of Paradigm REIT (excluding service tax), is to be paid to the Trustee. Other than this, there will be no payment due to the Trustee by way of remuneration for its services upon the subscription for or sale of a Unit and upon any distributions of income and capital or otherwise under the Deed.

The Trustee's fee may only be varied upwards with the prior approval of the Unitholders obtained by way of a resolution of not less than two-thirds of all Unitholders at the Unitholders' meeting duly convened in accordance with the Deed (or such other majority as may be required under the REIT Guidelines from time to time) and shall be effected by way of a supplemental deed in accordance with the requirements of the CMSA.

8.6 RETIREMENT, REMOVAL AND REPLACEMENT OF THE TRUSTEE

8.6.1 Retirement

The Trustee may retire upon giving 6 months' written notice to the Manager (or such shorter period as may be agreed upon with the Manager) whereupon the Manager shall within 3 months after becoming aware of the intention of the Trustee to retire, appoint by way of a deed, a replacement trustee who is eligible to be appointed to act as trustee under the CMSA and who has been approved by the SC.

8.6.2 Removal and Replacement

If the Trustee –

- (i) has ceased to exist;
- (ii) has not been validly appointed;
- (iii) ceases to be eligible to act as trustee pursuant to the CMSA or its appointment as the trustee for Paradigm REIT is revoked by SC;
- (iv) fails or refuses to act as trustee in accordance with the provisions or covenants of the Deed or the provisions of the CMSA;
- (v) has a receiver appointed over the whole or a substantial part of its assets or undertaking and the Trustee has not ceased to act under the appointment, or a petition is presented for the winding up of the Trustee (other than for the purpose

8. THE TRUSTEE (*Cont'd*)

of and followed by a reconstruction, unless during or following such reconstruction the Trustee becomes or is declared to be insolvent); or

- (vi) is under investigation for conduct that contravenes the Trust Companies Act, the Trustee Act, 1949, the Companies Act or any securities law and an adverse finding is found,

the Manager shall as soon as practicable after becoming aware of any of the above events take all reasonable steps to remove the Trustee from its appointment under the Deed and appoint by way of deed a replacement trustee which is eligible to be appointed to act as trustee under the CMSA and which has been approved by the SC.

The Trustee may be removed on grounds that the Trustee is in breach of its obligations under the Deed and the Trustee has failed to remedy the breach despite the request from the Manager to remedy the breach and another trustee (which is eligible to be appointed to act as trustee under the CMSA and duly approved by the SC) appointed if the Unitholders decide on such removal and replacement by a special resolution (or otherwise in accordance with the requirements of the REIT Guidelines), passed at a duly convened meeting which is requisitioned by the Unitholders in the manner provided in the Deed.

Nothing in the Deed limits the right of the SC under the CMSA to remove the Trustee and appoint a replacement on the SC's own accord, or on the application of the Manager or of a Unitholder, on any of the grounds stated in paragraphs (i) to (vi) above.

8.7 TRUSTEE'S RESPONSIBILITY STATEMENT

The Trustee has given its willingness to assume the position as trustee of Paradigm REIT and all the obligations in accordance with the Deed and all the Applicable Laws and Requirements.

8.8 MATERIAL LITIGATION AND ARBITRATION

As at the LPD, the Trustee and its delegates are not currently involved in any existing, pending or threatened litigation proceedings, claims, demands, disputes, mediation or arbitration proceedings, commenced, taken up/instituted or threatened by or against the Trustee or its delegates in their own capacity that might materially affect the business and financial position of the Trustee or its delegates, to act in the capacity as trustee of Paradigm REIT.

8.9 DELEGATION OF THE TRUSTEE'S FUNCTION

As at the LPD, none of the Trustee's function in relation to Paradigm REIT has been delegated.

9. PROPERTY MANAGER

The following information in this section (save where it relates to the Property Management Agreement) has been prepared and provided by the Property Manager. None of the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners, the Joint Underwriters and any other person have independently verified this information and therefore, none of the Manager, the Sponsor, the Selling Subsidiary, the Principal Adviser, the Joint Bookrunners and the Joint Underwriters make any representation as to the correctness, accuracy or completeness of such information. Accordingly, prospective investors should not place undue reliance on such information.

9.1 PROPERTY MANAGER'S INFORMATION

The Property Manager, Henry Butcher Malaysia (Mont Kiara) Sdn Bhd was incorporated on 18 June 2015 under the Companies Act 1965 and is deemed registered under the Companies Act. The Property Manager is registered with the Board of Valuers, Appraisers, Estate Agents and Property Managers Malaysia and is principally involved in property management, property valuation, real estate agency and consultancy services in the property field.

9.2 FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE PROPERTY MANAGER

The Trustee, the Manager and the Property Manager entered into the Property Management Agreement on 7 April 2025 for the appointment of the Property Manager to provide property management services to manage, operate and maintain all the properties acquired by the Trustee (as trustee for Paradigm REIT) or the SPV(s) of Paradigm REIT, including the Subject Properties commencing from the completion date of the Acquisitions as contemplated under the SPAs, upon the terms and conditions contained in the Property Management Agreement.

The services provided by the Property Manager for each property under its management include the following:

- (i) property management and maintenance services, including operation, repair and maintenance of the property, recommending, engaging and/or reviewing third party contracts for provision of property maintenance, supervision and control of maintenance and repairs, ensuring compliances with building and safety regulations and all statutes, laws, rules and regulations, orders and requirements of any government and appropriate departments, commissions, boards and offices, arranging and taking out property insurance, submitting applications to the appropriate regulatory authorities for the licences, permissions and consents required relating to the operation in timely manner, maintenance, management or improvement of the property, advising on improvement and upgrading to enhance income yields and capital value of the property and establishing preventive maintenance policies for the lifts, escalators, air-conditioning and mechanical ventilation systems, electrical apparatus, plumbing apparatus, pumps, sanitary units, security system and fire protection apparatus;
- (ii) financial management services, including assisting the Manager and/or the Trustee in respect of the financial, cost and budgetary coordination, administration and measurement, establishment and keeping of information and records to effect cost and budgetary control, preparation of budgets for management operation, procedures for monitoring budgetary performance and compliance and monthly and annual reports as well as analysis of operation performance;
- (iii) letting and tenancy management services, including overseeing the leasing process, coordinating handover of premises and tenants' fitting-out requirements, administration of rental collection and management of rental arrears and rental collection policies and practices and formulating letting policies and advising on tenancy, lease, license and concession terms and conditions;

9. PROPERTY MANAGER (Cont'd)

- (iv) information technology services including provision of computers, software, networks and other technological tools to store, retrieve, transmit and manipulate information and data of Paradigm REIT or the properties of Paradigm REIT or any Intellectual Property (as defined in section 9.6(v) of this Prospectus) (collectively, the "IT Solutions"), systems maintenance, development and technology risk management including maintenance of all existing IT Solutions, software and systems to ensure smooth functioning of the operations, development of new systems where necessary, with the consultation and approval of the Manager, deployment and regular updating of cyber security software and measures and compliance with the data and information security policies of the Manager at all times;
- (v) reporting system services, including submission of the relevant report relating to the management of the property to the Manager and/or the Trustee, either on a monthly, quarterly or annual basis, the frequency depending on the nature and types of reports; and
- (vi) professional services, including advising on capital value, assessment value and consulting with other professionals in legal, technical, financial and accounting matters, if and whenever necessary.

Please refer to Section 9.6 "Salient Terms of the Property Management Agreement" of this Prospectus for further details of the Property Management Agreement.

9.3 EXPERIENCE IN PROPERTY MANAGEMENT AND PROPERTIES MANAGED

Henry Butcher Malaysia (Mont Kiara) Sdn Bhd has extensive experience in property management since its incorporation in 2015. It offers a comprehensive array of services, ranging from building and maintenance management, financial and administrative management, insurance management, health, safety and emergency management, ensuring the highest standards of service across its diverse portfolio. The Property Manager currently manages more than 100 prestigious properties across Malaysia, including landmark development such as Pavilion Damansara Heights, Four Seasons Place Kuala Lumpur, Arcoris Mont Kiara, Star Residences, The Five @ KPD and The Stories of Taman Tunku. The Property Manager's commercial property portfolio includes renowned assets held by Tower Real Estate Investment Trust. In addition to managing branded residences and corporate offices, the Property Manager also brings significant experience in overseeing specialized facilities and various educational institutions across Peninsular Malaysia supported by over 1,000 personnel and service providers.

9.4 INFORMATION ON KEY PERSONNEL

The profile of the key personnel of the Property Manager who is involved in the management of the Subject Properties is as follows:

(i) **Sr. Low Hon Keong**

Sr. Low Hon Keong is the Managing Director of Henry Butcher Malaysia (Mont Kiara) Sdn Bhd. He is a registered valuer and property manager under the Board of Valuers, Appraisers, Estate Agents and Property Managers. He holds a Bachelor of Science in Property Management from Universiti Teknologi Malaysia. He is a member of both the Malaysian Institute of Professional Property Managers and the Royal Institution of Surveyors Malaysia.

With over 20 years of experience in property management, he has managed a diverse range of properties, including luxury residential developments, special-purpose buildings, mixed developments, high-end corporate and commercial projects, retail properties and specialised facilities.

9. PROPERTY MANAGER (Cont'd)

He is well-versed in the statutory laws and regulations relating to property management, and experienced in organising general meetings of management corporations and joint management bodies. He provides consultancy services on building operations and maintenance to management corporations, joint management bodies and building owners.

He has experiences in managing properties for REITs, formation of sub-management corporations and he actively advises property developers on calculating service charges and handover of vacant possession.

(ii) Ronny Yong Mun Kim

Ronny Yong Mun Kim is the Executive Director of Henry Butcher Malaysia (Mont Kiara) Sdn. Bhd. He is a registered property manager under the Board of Valuers, Appraisers, Estate Agents, and Property Managers. He holds a Bachelor in Finance and Marketing from Curtin University of Technology in Perth, Australia. Currently, he is responsible for coordinating business presentations and managing all existing and potential clients of the Property Manager.

He consistently delivers insightful reports on business development activities, highlighting achievements and addressing challenges of the Property Manager. Through meticulous data analysis, he evaluates the effectiveness of strategies, offering valuable recommendations for continuous improvement of the Property Manager.

In addition, he actively participates in industry events, conferences and networking functions, fostering key relationships and staying abreast of evolving industry trends. His commitment extends to the ongoing assessment and enhancement of business development processes and strategies, ensuring the Property Manager remains agile and responsive in a dynamic market.

He also takes charge of daily operations, offering insightful recommendations for operational enhancements of the Property Manager. His responsibilities extend to the development of cash flows, profit and loss projections and maintaining effective communication channels with clients.

9.5 PROPERTY MANAGEMENT FEE

The Property Manager is entitled to receive RM25,000.00 (excluding any applicable tax) per month (equivalent to RM300,000.00 (excluding any applicable tax) per annum) for the management and operation of the Subject Properties. In addition, the Property Manager is also entitled to full reimbursement of costs and expenses properly incurred in the operation, maintenance, management and marketing of the Subject Properties in accordance with the terms and conditions of the Property Management Agreement.

The property management fee is payable to the Property Manager in the form of cash.

9.6 SALIENT TERMS OF THE PROPERTY MANAGEMENT AGREEMENT

- (i) Subject to the right of termination under the Property Management Agreement, the appointment of the Property Manager shall commence from the date of completion of the Acquisitions and shall unless terminated in accordance with the Property Management Agreement, continue for an initial period of 3 years and may be extended for a further term of 2 years with the agreement of the Trustee and Manager on such terms and conditions as may be mutually agreed between the parties.
- (ii) The functions, duties and responsibilities of the Property Manager under the Property Management Agreement is summarised in Section 9.2 "Functions, Duties and Responsibilities of the Property Manager" of this Prospectus.

9. PROPERTY MANAGER *(Cont'd)*

- (iii) The Property Management Agreement may be terminated in accordance to the terms and conditions therein under any one of the following circumstances:
- (a) any party has a resolution passed for its winding-up or an order is made for the winding-up, insolvency, administration, judicial management or similar order for the benefit of the creditors, dissolution or bankruptcy of that party otherwise than a resolution for reconstruction or amalgamation;
 - (b) a petition is presented or a proceeding is commenced for the winding-up, administration or rearrangement of a party and such petition is not withdrawn, stayed or set-aside within 60 days of its presentation;
 - (c) any party has a provisional liquidator, receiver, manager, judicial manager, administrator, trustee or similar officer appointed in respect of a substantial part of its business or assets on behalf of any creditor(s);
 - (d) any party is unable or admits its inability to pay its debts as they fall due or seeks to enter into any composition or other arrangement with its creditors or is declared or becomes bankrupt or insolvent; or if a creditor takes possession of all or any part of the business or assets of that party or any execution or other legal process is enforced against that party and is not stayed, set aside, settled or discharged within 60 days;
 - (e) where the Trustee fails to perform or fulfil any of its payment obligations due to the Property Manager under and pursuant to the Property Management Agreement and the Trustee fails within 30 days of the date of receipt of notice from the Property Manager to remedy the breach or the matter;
 - (f) where the Property Manager fails to fulfil its obligations on the provision of the management services under and pursuant to the Property Management Agreement and the Property Manager fails within 30 days of the date of receipt of notice from the Trustee or the Manager to remedy the breach or the matter; or
 - (g) upon occurrence of any force majeure event which results in the failure of the Property Manager to deliver a substantial majority of its obligations for at least 2 months;
 - (h) the termination of Paradigm REIT in accordance with the provisions of the Deed;
 - (i) the Property Manager changes or threatens to change the nature or scope of its business, suspends, or threatens to suspend a substantial part of the present business operations;
 - (j) the revocation of the Property Manager's licence or the Property Manager is no longer legally qualified to act in its capacity as a property manager;
 - (k) the Manager ceases to act as the management company of Paradigm REIT; or
 - (l) the SC issues a direction to the Trustee, the Manager or the Property Manager for the termination of the appointment of the Property Manager or any service providers under securities laws, guidelines, guidance or practice notes issued by the SC.

9. PROPERTY MANAGER (Cont'd)

For the purposes of this paragraph (iii), “**force majeure event**” means any act of God, fire, flood, storm, earthquake, earth movement, landslide, insects, epidemic, pandemic, illness, disease, infestation, lightning, act/order/control by law or of government or state or other authorities, blockade, sanction, disruption, hostilities (whether war is declared or not), war, terrorist activities, riot, civil commotion, insurrection, embargo, strikes, lockout, lockdown, prohibitive governmental regulations or other similar causes beyond the control of the parties which renders performance of the Property Management Agreement impossible.

- (iv) Notwithstanding paragraph (iii) above, either party shall have the right to terminate the Property Management Agreement for whatsoever reason and without having to assign any reasons by giving to the other party a 3 months’ prior notice in writing provided always that the party terminating the Property Management Agreement is not in breach of any of the provisions of the Property Management Agreement.
- (v) The Trustee, the Manager and the Property Manager acknowledge and agree that, unless otherwise mutually agreed between the parties, the ownership and all proprietary rights relating to data or information generated in the performance of the management services by the Property Manager or through its service providers (whether registered or not, registrable or not, owned, to be ascertained or of future nature or whether subsisting) together with –
 - (a) the copyright and all other intellectual property rights in relation to any of such data and information and the copyright in any translation or adaptation of them;
 - (b) the right to apply for trade mark or other protection in respect of any of such data and information; and
 - (c) the goodwill (whether existing at the date hereof or created pursuant to this Agreement) in respect of any of such data and information,

(collectively, the “**Intellectual Property**”) shall vest in Paradigm REIT (“**Intellectual Property Rights**”). Paradigm REIT shall have the right to make full use of the Intellectual Property in all aspects, including, without limitation, production, business operation, transfer or licensing to a third party.

9.7 UNITHOLDING OF THE PROPERTY MANAGER IN PARADIGM REIT

As at the LPD, the Property Manager may wish to apply for units under the Institutional Offering.

9.8 SERVICE PROVIDERS TO PROVIDE PERSONNEL AND IT SOLUTIONS TO THE PROPERTY MANAGER

Pursuant to the Property Management Agreement, the Property Manager may appoint any third-party service provider to, among others, provide personnel in order for the Property Manager to carry out its services under the Property Management Agreement to the best of its abilities provided that the appointment of such third-party service providers has been approved by the Manager and the Trustee. The fees of such third-party service providers will be determined based on the approved annual business plan and budget from time to time. The Property Manager is entitled to reimbursement of costs and expenses properly incurred in the operation, maintenance and management of the Subject Properties, including fees and reimbursements for similar permissible expenses payable to its service providers. Subject to the above, the Manager, with the consent of the Trustee and concurrence of the Property Manager, may in writing, and at the option of the Manager instruct the Trustee to make payment directly to the service providers.

9. PROPERTY MANAGER *(Cont'd)*

The Property Manager shall ensure that the engagement letter(s) or service level agreement(s) to be executed between the Property Manager and any Service Providers contains the following principal terms and conditions:

- (i) Scope of services.
- (ii) Experience, knowledge, capability and facilities of such Service Providers.
- (iii) Experience and qualification of the key personnel of such Service Providers.
- (iv) Fees and related charges.
- (v) Back-up policies and procedures.
- (vi) Security policies, procedures and controls to enable the protection of confidentiality and security of the unitholders of the Paradigm REIT.
- (vii) Contingency plans implemented by such Service Provider to mitigate any adverse impact arising from the discontinuity and disruption to the provision of the services provided by such Service Provider.

The Property Manager had on 7 April 2025 entered into a Service Provider Agreement with PMMSB, a wholly owned subsidiary of WCTL, which in turn is a wholly-owned subsidiary of the Sponsor, where the Property Manager appointed PMMSB to provide (1) personnel with necessary qualifications, expertise, experience and internal working and operational knowledge of the properties; (2) the IT Solutions including such information technology software, system and solutions which are necessary to assist the Property Manager in providing and carrying out the its services under the Property Management Agreement and payroll system, accounting software, leasing monitoring system and facility operations and management solution; and (3) such additional services to be mutually agreed upon by the Property Manager and PMMSB from time to time, commencing from the commencement date of the Property Management Agreement, in accordance with the terms and conditions of the Service Provider Agreement.

All the IT Solutions including the data management and reporting systems specific to the Subject Properties will be directly contracted by PMMSB with the relevant third party suppliers, granting Paradigm REIT the right to use these systems. PMMSB will hold the license for these IT Solutions. All the Intellectual Property Rights generated in the performance of the services through PMMSB shall vest in Paradigm REIT under the terms of the Service Provider Agreement.

10. SALIENT TERMS OF THE DEED

The Deed is a complex document and the following is a summary only and is qualified in its entirety by, and is subject to, the contents of the Deed. Certain salient terms of the Deed are summarised in other sections of this Prospectus. Recipients of this Prospectus and all prospective investors in the Units should refer to the Deed itself to confirm specific information or for a detailed understanding of Paradigm REIT. The Deed is available for inspection at the registered office of the Manager.

10.1 THE DEED

Paradigm REIT is a REIT constituted by the Deed, as entered into between the Trustee and the Manager on 11 March 2025. The Deed came into effect on 13 March 2025 when it was registered with the SC.

Each Unitholder and all persons claiming through it shall be entitled to the benefit of and shall be bound by the terms and conditions of the Deed and any supplementary deed as if it had been a party thereto and as if the Deed contained covenants on the part of each Unitholder to observe and be bound by all the provisions thereto and an authorisation by each Unitholder to do all such acts and things as the Deed may require the Trustee or the Manager (as the case may be) to do.

Pursuant to the Deed, the Trustee shall hold the assets of Paradigm REIT upon trust for the Unitholders. The assets of Paradigm REIT are to be vested in and to the order of the Trustee but are held separate from the assets of the Trustee or the Trustee as trustee of all other assets.

The Manager and the Trustee shall in performance of their respective duties under the Deed with respect to Paradigm REIT at all times comply with applicable provisions of the Applicable Laws and Requirements, subject to compliance with any applicable waiver or exemption given by any relevant regulatory authority (including the SC or Bursa Securities, as the case may be) in respect of the Applicable Laws and Requirements.

Please refer to Information Summary – “Fees and Charges” of this Prospectus for a summary of fees payable to the Manager and the Trustee; Section 6.6 “Management Fees” of this Prospectus for further details of the Management Fees payable to the Manager and Section 8.5 “Trustee’s Fee” of this Prospectus for further details of the fees payable to the Trustee, pursuant to the terms of the Deed.

The Deed is governed by, and shall be construed in accordance with, the laws of Malaysia.

10.2 NATURE OF UNITS

Each Unit is of equal value and represents an undivided right or interest in Paradigm REIT. There is only one class of Units in Paradigm REIT, and all issued Units rank *pari passu* provided the Issue Price is fully paid. A Unit shall not confer any interest in any particular Deposited Property held by the Trustee on the trust of the Deed but only such interest in Paradigm REIT as a whole as is conferred on a Unit under the provisions of the Deed, subject to the liabilities of Paradigm REIT.

10.3 RIGHTS OF UNITHOLDERS

The Units shall confer on the Unitholders the rights to receive distribution entitlements and such other rights, benefits, entitlements and privileges as are conferred on the Units or attached to the Units by the provisions of the Deed, including the right to take any action against the Manager and the Trustee for any breach of their respective duties as set out in the Deed.

10. SALIENT TERMS OF THE DEED (Cont'd)

10.4 LIMITATION ON LIABILITIES OF UNITHOLDERS

The liability of each Unitholder shall be limited to the Unitholder's investment in Paradigm REIT. Notwithstanding any other provisions of the Deed, no Unitholder shall be required to indemnify the Trustee or the Manager or any of their creditors against any liability of the Trustee or the Manager in respect of Paradigm REIT.

10.5 CREATION OF UNITS

The Manager is to ensure that any method of offering of Units for the Listing includes an offering of Units to the general public. Where the method of offering includes an offer for sale of existing Units, the Manager is to ensure that all expenses of such offer for sale is borne by the offerors and not Paradigm REIT. The Manager shall ensure that the offering of Units pursuant to the Listing shall be in compliance with the Applicable Laws and Requirements.

Applications for Units in relation to any listing shall be made in accordance with the Prospectus, unless the issue is of a nature that does not require a Prospectus under the Applicable Laws and Requirements. The Manager shall have the absolute discretion as to whether to allot and issue any Units pursuant to an application without assigning any reasons for its decision.

Subject to the Applicable Laws and Requirements, the Manager shall determine the Issue Price, on market-based principles, taking into account the best interests of Paradigm REIT and the Unitholders. Where Units are issued or offered to the Related Parties as part of the Listing, the price of the Units issued or offered to any such Related Party must be at least the offer price to the general public. Upon the Listing, the price of the Units should be the price quoted on the Main Market of Bursa Securities.

A Unit shall be deemed to have been issued to the person entitled to such Unit when the name of such person has been entered onto the Record of Depositors.

Any other issuance of additional new Units by Paradigm REIT shall, unless otherwise permitted by Bursa Securities, be subject to the Unitholders' approval by way of an ordinary resolution and the Applicable Laws and Requirements.

10.6 SUSPENSION OF, DEALING IN AND ISSUE OF UNITS

(i) Suspension of dealing in Units

The Manager or the Trustee may, with the prior written approval of the other party and subject to the Listing Requirements, suspend the dealing of the Units in any of the following events:

- (a) any period when Bursa Securities is closed (otherwise than for public holidays) or during which dealings are restricted or suspended;
- (b) the existence of any state of affairs which, in the opinion of the Manager or the Trustee (as the case may be) might seriously prejudice the interests of the Unitholders as a whole or of the assets of Paradigm REIT;
- (c) any breakdown in the means of communication normally employed in determining the NAV of Paradigm REIT, or when for any reason the NAV of Paradigm REIT cannot be promptly and accurately ascertained;
- (d) any period when remittance of money which will or may be involved in the realisation of any assets of Paradigm REIT or in the payment for such assets of Paradigm cannot, in the opinion of the Trustee, be carried out at normal rates of exchange;

10. SALIENT TERMS OF THE DEED (Cont'd)

- (e) in relation to any meeting of Unitholders, the period of 48 hours before such meeting of Unitholders or any adjournment thereof;
- (f) any period where the issuance of Units is suspended pursuant to any order or direction issued by Bursa Securities or any other authorised regulatory body;
- (g) when the business operations of the Manager or the Trustee in relation to Paradigm REIT are substantially interrupted or closed as a result of, or arising from pandemic, epidemic, pestilence, acts of war, terrorism, insurrection revolution, civil unrest, riots, strikes or acts of God; or
- (h) any circumstances in the opinion of the Trustee, after consultation with the Manager and subject to the REIT Guidelines and the Listing Requirements, where there is a good and sufficient reason to do so in the interests of the Unitholders or the potential investors.

This suspension will take effect forthwith upon the declaration in writing of the same by the Manager or the Trustee (provided that prior written approval of the other is obtained) and shall terminate upon the declaration in writing of the same by the Trustee on the day following the first Market Day on which the condition giving rise to the suspension ceases to exist but in any event no later than 21 days from the commencement of the suspension.

The Manager or the Trustee will further ensure that immediate notification of such suspension is made to the SC, stating the reason for suspension and the proposed resumption of dealings in the Units and the date of the proposed resumption. The Manager shall also ensure that immediate announcement of such suspension and its cessation is made to Bursa Securities.

(ii) Suspension of issue of Units

The Manager or the Trustee may, with the prior written approval of the other and subject to the Listing Requirements, suspend the issue of Units during exceptional circumstance which in the opinion of the Trustee and the Manager provide good and sufficient reason to do so, having taken into consideration the interests of the Unitholders. Such suspension will take effect forthwith upon the written approval by the Manager or the Trustee pursuant to any the declaration in writing of the same by the other and shall terminate upon the written approval by the Manager or the Trustee pursuant to any declaration in writing of the same by the other which will be made after the condition or any other conditions giving rise to the suspension ceases to exist subject always to the Applicable Laws and Requirements.

10.7 REPURCHASE OF UNITS

The Manager is not obliged to repurchase the Units. In the event the Manager decides to repurchase the Units, such repurchase must comply with the Listing Requirements and the Applicable Laws and Requirements. The Manager may, subject to the Listing Requirements and the Applicable Laws and Requirements, suspend the repurchase of Units for any period when the issue of Units is suspended.

The Manager may repurchase the Units if it has obtained the prior approval of the Unitholders by way of an Ordinary Resolution ("**Unit Buy-back Mandate**"), in accordance with the provisions of the Deed but subject to the Listing Requirements and the Applicable Laws and Requirements.

10. SALIENT TERMS OF THE DEED (Cont'd)

The total number of Units which may be repurchased pursuant to any Unit Buy-back Mandate is limited to that number of Units which will result in Paradigm REIT holding an aggregate of not more than 10.0% of the total number of issued Units as at the date of the repurchases, subject to the Listing Requirements and the Applicable Laws and Requirements.

The repurchase price to be paid for the Units will be determined by the Board in its absolute discretion, subject to the Listing Requirements and the Applicable Laws and Requirements.

Where all the Units or a specified number of Units held by a Unitholder have been repurchased by the Manager, the Manager shall amend, or procure the amendment of, the details of the register of Unitholders, in respect of such number of Units.

Units which are repurchased shall thereupon be cancelled and shall not thereafter be reissued but this shall not limit or restrict the right of the Manager to cause the creation and/or issue of further or other Units.

The Manager must ensure that any repurchase of Units is made wholly out of retained profits of Paradigm REIT, subject always to the Listing Requirements and the Applicable Laws and Requirements.

10.8 VENDOR UNITS

Subject to the Applicable Laws and Requirements, the Manager may only offer Units to vendors as consideration (in whole or in part) for the Authorised Investments proposed to be acquired by Paradigm REIT at a price determined by the Manager and approved by the Trustee if the following conditions are met so long as Paradigm REIT is listed on Bursa Securities:

- (i) the terms and conditions of the acquisition are approved by the Unitholders pursuant to the REIT Guidelines;
- (ii) neither the Manager nor the person to whom the Units are to be issued nor any associated person of that person votes in relation to the above approval of the Unitholders pursuant to the REIT Guidelines; and
- (iii) if and to the extent required, the acquisition is approved by the SC and any other regulatory authority.

10.9 DISTRIBUTABLE INCOME

The Distributable Income of Paradigm REIT for each Distribution Period shall be the Net Income for the Distribution Period adjusted (in whole or in part) as deemed necessary by the Manager in the interest of Paradigm REIT and the Unitholders for the following effects which may or may not have been recorded in the profit or loss for the relevant Distribution Period:

- (i) the portion of Management Fees paid or payable in Units;
- (ii) amortisation and other non-cash expenses or gains;
- (iii) valuation gain/loss on investment properties and financial instruments;
- (iv) depreciation or impairment of assets;
- (v) any other entries, provisions, write-offs or adjustments required by the approved accounting standards;

10. SALIENT TERMS OF THE DEED (Cont'd)

- (vi) expenses/loss which is charged to the profit or loss relating to the issuance of new units or expenses that is capital in nature; and
- (vii) unamortised costs which have been paid and incurred but had not been expensed off to the profit or loss other than those incurred for issuance of units or raising of funds.

The Distributable Income which the Manager may distribute for any Distribution Period shall, among others, take into consideration the following:

- (i) total returns for the period;
- (ii) income for the period;
- (iii) cash flow for distribution;
- (iv) stability and sustainability of distribution of income; and
- (v) the investment objective and distribution of income,

subject to meeting the requirement to distribute at least 90% of Paradigm REIT's total income (as defined under the Income Tax Act 1967) to achieve tax transparency under Section 61A of the Income Tax Act 1967.

All (or such lower percentage as determined by the Manager in its absolute discretion) of the Distributable Income will be distributed among the persons who on the relevant Book Closing Date for a Distribution Period are Unitholders, in proportion to their Units. Each Unitholder's entitlement to the Distributable Income is to be determined in accordance with the following formula:

Distribution Entitlement = % of DI x UH/UI

where:

DI	=	Distributable Income;
UH	=	the number of Units held by the Unitholder at the close of business on the Book Closing Date for the relevant Distribution Period adjusted to the extent it is entitled to participate in the Distributable Income; and
UI	=	the total number of Units in issue in Paradigm REIT at the close of business on the Book Closing Date for the relevant Distribution Period adjusted to the extent it is entitled to participate in the Distributable Income.

10.10 INVESTMENTS OF PARADIGM REIT

10.10.1 Authorised Investments

Subject to investment limits as stated below in Section 10.10.2 "Investment Limits" of this Prospectus and the REIT Guidelines, Paradigm REIT may invest in any Authorised Investments.

The Trustee must take into its custody, or under its control (in the event of delegation of custody), the Deposited Property and hold the Deposited Property for the Unitholders in accordance with the Deed and the Applicable Laws and Requirements. The Deposited Property shall be registered in the name of the Trustee for and on behalf of the Unitholders, or assigned to the Trustee for and on behalf of the Unitholders, or to the order of Paradigm REIT.

10. SALIENT TERMS OF THE DEED (Cont'd)

For the avoidance of doubt, the Manager may use financial derivatives including but not limited to entering into futures, forwards, options and swaps contracts for the purpose of hedging of its risk exposures of Paradigm REIT.

10.10.2 Investment Limits

- (i) In exercising its powers to make investment on behalf of Paradigm REIT, and subject to limits as may be prescribed by the SC or the REIT Guidelines from time to time, the Manager must ensure that –
 - (a) at least 75% of the Total Asset Value of Paradigm REIT must be invested in Real Estate Assets that generate recurrent rental income at all times;
 - (b) the aggregate investments in property development activities (property development costs) and real estate under construction must not more than 15% of the Total Asset Value of Paradigm REIT; and
 - (c) such other investment or limits as may be permitted by the SC or under the REIT Guidelines,
- (ii) Where Paradigm REIT fails to comply with any of the prescribed limits and restrictions under this section 10.10.2(i) and/or the REIT Guidelines, the Manager must:
 - (a) notify the SC within 3 business days after it becomes aware of such breach;
 - (b) take all necessary steps and actions to rectify the breach, and must not enter into any transaction that could increase the extent of the breach; and
 - (c) notify the SC as soon as practicable where such breach has been rectified.
- (iii) Subject to section 10.10.2(v), where the breach of limits and restrictions as prescribed in the REIT Guidelines is a result of an appreciation or depreciation of the Total Asset Value, the Manager must rectify such breach within a period of not more than 3 months from the date it becomes aware of such breach. Notwithstanding therewith, the 3-month period may be extended if it is in the best interest of the Unitholders and the Trustee's consent is obtained. In the event the 3-month period is extended, the Manager must notify the SC and Unitholders on the progress of the rectification of the breach through quarterly reports.
- (iv) If Paradigm REIT fails to comply with investment limits set out in section 10.10.2(i)(a) as a result of disposals of Deposited Property, divestments or issuance of new units, the Manager shall take all necessary steps and actions to rectify the breach within a period of 12 months from the date of the breach.
- (v) For investments in Non-Real Estate Assets, a 5% allowance in excess of any limit or restriction is permitted where the limit or restriction is breached through an appreciation or depreciation in the Total Asset Value.

10.10.3 Restrictions on Investments/Activities

Without limiting the generality of the following, and subject always to the provision of the REIT Guidelines, Paradigm REIT shall not at any time be involved in the following activities:

- (i) the extension of loans, financing facilities or other credit facilities to any person;

10. SALIENT TERMS OF THE DEED (Cont'd)

- (ii) acquisition of vacant land, except for the purpose of property development activities permitted by the SC pursuant to the REIT Guidelines; and
- (iii) any other activity which does not comply with the REIT Guidelines and where no waiver from the SC is obtained to exempt compliance with the relevant guideline.

10.10.4 Investment Policy

- (i) The principal investment policy of Paradigm REIT is to invest, directly and indirectly in a diversified portfolio of income producing Real Estate Assets used for retail, commercial, office, industrial and hospitality purposes and such other Non-Real Estate Assets.
- (ii) The Manager may, subject to all Applicable Laws and Requirements, from time to time change the investment policy of Paradigm REIT.
- (iii) The Trustee shall ensure that it is fully informed at all times of the investment policies and of changes made by the Manager to the investment policies of Paradigm REIT. If the Trustee is of the opinion that the investment policies are not in the interest of the Unitholders, the Trustee shall, after considering any representation made by the Manager, instruct the Manager to take such appropriate action as the Trustee deems fit and/or summon a Unitholders' meeting to give such instructions to the Trustee as the meeting thinks proper, including to amend the investment policies of Paradigm REIT.
- (iv) Unless otherwise provided by the Applicable Laws and Requirements, any modification to the Deed involving any material change in the investment policy set out for Paradigm REIT, must be approved by the Unitholders by way of a resolution of not less than two-thirds of all Unitholders at the Unitholders' meeting duly convened and held in accordance with the Deed.

10.11 CONCERNING THE TRUSTEE

The Trustee is responsible for the safe custody of the Deposited Property. Any Authorised Investment forming part of the Deposited Property, whether in bearer or registered form, is to be paid, assigned or transferred to or to the order of the Trustee forthwith on receipt by the Manager and is to be dealt with as the Trustee may think proper for the purpose of providing for the safe custody of the same.

The Trustee may act as custodian of the Deposited Property itself or the Trustee may delegate this role to another person as custodian or joint custodians (with the Trustee if acting as custodian or with any other custodian appointed by the Trustee) of the whole or any part of the Deposited Property and (where the Trustee is custodian) may appoint or (where the Trustee appoints a custodian) may empower such custodian or joint custodian (as the case may be) to appoint with the prior consent in writing of the Trustee, sub-custodians. Any such delegation can only be carried out by the Trustee in compliance with the REIT Guidelines and the Trustee shall remain responsible for the actions and omissions of any delegate as though they were its own actions and omissions.

The Trustee will be at liberty to institute, acknowledge service of, appear in, prosecute or defend any action, suit, proceedings or claim in respect of the provisions of the Deed or in respect of the Deposited Property or any part thereof or any corporate or Unitholders' action which in its opinion would or might involve it in expense or liability unless the Manager shall so request in writing, and shall so often as required by the Trustee furnished it with an indemnity satisfactory to it against any such expense and liability.

10. SALIENT TERMS OF THE DEED (Cont'd)

Except if and so far as otherwise expressly provided in the Deed, the Trustee as regards all the trusts, powers, authorities and discretions vested in it has absolute and uncontrolled discretion as to the exercise of the same, whether in relation to the manner or as to the mode of and time for such exercise, and in the absence of fraud, gross negligence, wilful default, breach of the Deed or breach of trust, the Trustee shall not be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise of the same.

10.12 FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE TRUSTEE

Please refer to Section 8.3 “Functions, Duties and Responsibilities of the Trustee” of this Prospectus for details of the functions, duties and responsibilities of the Trustee.

10.13 RETIREMENT, REMOVAL AND REPLACEMENT OF THE TRUSTEE

Please refer to Section 8.6 “Retirement, Removal and Replacement of the Trustee” of this Prospectus for details of the retirement, removal and replacement of the Trustee.

10.14 LIMITATION OF LIABILITY AND INDEMNITY OUT OF THE TRUSTEE

Subject as expressly provided under the Deed and the Applicable Laws and Requirements and without prejudice to any right of indemnity at law given to the Trustee, the Trustee shall be entitled for the purpose of indemnity in full against any actions, costs, claims, damages, expenses or demands to which it may be put as Trustee to have recourse to the Deposited Property or any part thereof:

- (i) if the same are not caused by any fraud, gross negligence, wilful default, a breach of the Deed or a breach of trust on the part of the Trustee; or
- (ii) where a majority of not less than $\frac{3}{4}$ of all Unitholders for the time being, voting at a meeting summoned for the purposes releases the Trustee with respect to specific acts or omission,

but this shall be without prejudice to the obligation of the Manager to indemnify and/or reimburse the Trustee on account of the Deposited Property pursuant to the provisions of the Deed.

10.15 CONCERNING THE MANAGER

The Manager shall, subject to the provisions of the Deed and the Applicable Laws and Requirements, carry out all activities as it may deem necessary for the management of Paradigm REIT and its business. Without limiting the generality of the foregoing, the Manager shall, in managing Paradigm REIT, undertake the following activities:

- (i) develop a business plan for the Deposited Property in the short, medium and long term;
- (ii) recommend to the Trustee in writing to purchase, transfer, acquire, hire, let, lease, license, exchange, dispose of, convey, surrender or otherwise deal with any Authorised Investment in furtherance of the investment policy and prevailing investment strategy of Paradigm REIT;
- (iii) supervise and oversee the management of Deposited Property (including but not limited to lease audit, systems control, data management and business plan implementation) in accordance with the provisions of the Deed;

10. SALIENT TERMS OF THE DEED (Cont'd)

- (iv) in accordance with the Applicable Laws and Requirements and the Valuers, Appraisers, Estate Agents and Property Managers Act, 1981, generally advise on and procure through property management companies, service providers or by itself (where permitted), the maintenance of any Real Estate, including but not limited to such repair, painting, alteration, rebuilding and/or improvement of any Real Estate which the Manager considers to be necessary or desirable;
- (v) prepare annual budgets for Paradigm REIT and the management and operation of Paradigm REIT;
- (vi) make the necessary announcements in relation to Paradigm REIT as may be required by the Listing Requirements;
- (vii) lodge statutory returns;
- (viii) manage all tax affairs of Paradigm REIT including the appointment of advisors as required;
- (ix) give directions to the Trustee to ensure the smooth and efficient performance of the Trustee's duties under the Deed and under the Applicable Laws and Requirements;
- (x) determine if any taxes, expenses, outgoings, losses, debts or obligations will be paid or borne out of the capital or income of Paradigm REIT;
- (xi) institute, defend, conduct, settle, discontinue or compromise legal proceedings as the Manager, with the written approval of the Trustee, deems fit;
- (xii) undertake primary management activities in relation to Paradigm REIT;
- (xiii) manage Real Estate Assets through the procurement of service providers to carry out specified activities;
- (xiv) manage the finances of Paradigm REIT;
- (xv) develop and maintain investor relations;
- (xvi) ensure legal and corporate compliance in relation to the Deposited Property;
- (xvii) manage and supervise service providers appointed for the conduct, project leasing, marketing and customer relationship management activities;
- (xviii) prepare such property market reports which the Manager considers to be relevant and appropriate;
- (xix) prepare, issue and, if necessary, lodge any prospectus or any circular publicity material, sales literature or other documents in connection with Paradigm REIT and the issuance of Units; and
- (xx) carry out such other activities as the Manager may consider necessary from time to time in discharging its obligations and duties as the Manager.

10. SALIENT TERMS OF THE DEED (Cont'd)

Unless otherwise expressly provided in the Deed, the Manager shall as regards all the powers, authorities and discretions vested in it have absolute and uncontrolled discretion as to the exercise thereof whether in relation to the manner or as to the mode of and time for the exercise thereof and in the absence of fraud, negligence, wilful default or breach of the Deed, the Manager shall not be in any way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof. Notwithstanding the above, the Manager shall be responsible at all times for the exercise or non-exercise of its powers, authorities and discretions in respect of the management of Paradigm REIT and the investment of the Deposited Property.

10.16 FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE MANAGER

Please refer to Section 6.2 “Functions, Duties and Responsibilities of the Manager” of this Prospectus for details of the functions, duties and responsibilities of the Manager.

10.17 RETIREMENT, REMOVAL AND REPLACEMENT OF THE MANAGER

Please refer to Section 6.11 “Retirement, Removal and Replacement of the Manager” of this Prospectus for details of the retirement, removal and replacement of the Manager.

10.18 LIMITATION OF LIABILITY AND INDEMNITY OUT OF THE MANAGER

The Manager shall not be under any liability except such liability as may be assumed by it under the Deed nor shall the Manager (save as expressly provided in the Deed) be liable for any act or omission of the Trustee.

Subject as expressly provided in the Deed and without prejudice to any right of indemnity at law given to the Manager, the Manager shall be entitled, for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as Manager, to have recourse to the Deposited Property, save where such action, cost, claim, damage, expense or demand is occasioned by the fraud, negligence, wilful default or breach of the Deed by the Manager.

10.19 MANAGER'S FEES AND TRUSTEE'S FEE

The provisions on the Manager's fees and the Trustee's fee are set out in the Deed. Please refer to Section 6.6 “Management Fees” and Section 8.5 “Trustee's Fee” of this Prospectus for details of the Manager's fees and the Trustee's fee respectively.

10.20 PERMITTED CHARGES OF PARADIGM REIT

The Trustee and/or the Manager shall in addition to their remuneration and rights to indemnification or reimbursement conferred under any other provision of the Deed or by law, respectively be indemnified and shall be reimbursed out of either the Income of Paradigm REIT or the capital of Paradigm REIT (as determined from time to time between the Manager after consultation with the Auditor) for all expenses, or part thereof, reasonably and properly incurred by or on behalf of the Trustee or the Manager, as the case may be, that are directly related and necessary in operating and administering Paradigm REIT, including but not limited to the following:

- (i) maintenance of Real Estate;
- (ii) taxes and other duties charged on Paradigm REIT by the Government of Malaysia and other authorities;
- (iii) fees and other expenses properly incurred by the Auditor appointed for Paradigm REIT;
- (iv) fees for the valuation of any investment of Paradigm REIT by any Qualified Valuers for the benefit of Paradigm REIT;

10. SALIENT TERMS OF THE DEED (Cont'd)

- (v) costs incurred for the modification of the Deed, other than those for the benefit of the Manager and the Trustee;
- (vi) costs incurred for any meeting of the Unitholders other than those convened for the benefit of the Manager or the Trustee; and
- (vii) expenses for the listing fees on Bursa Securities.

General overheads and costs for services expected to be provided by the Manager must not be charged to Paradigm REIT.

The Trustee may be reimbursed by Paradigm REIT for any expenses appropriately incurred in the performance of its duties and responsibilities as a trustee.

10.21 MODIFICATION TO DEED

All modifications to the Deed must be made through a deed supplementary to the Deed and will take effect only upon registration of the supplementary deed with the SC. The Manager must submit any such supplementary deed to the SC for such registration pursuant to the CMSA. In addition to the foregoing, any material change to the investment objectives of Paradigm REIT must be approved by a resolution of not less than two-thirds of all Unitholders at the Unitholders' meeting duly convened in accordance with the Deed (or such other majority as may be required under the REIT Guidelines from time to time) given at a meeting duly convened and held in accordance with the Deed.

10.22 TERMINATION AND WINDING UP OF PARADIGM REIT

10.22.1 Termination events

- (i) Paradigm REIT may be terminated by the Manager in its absolute discretion by giving notice to all Unitholders and the Trustee not less than 3 months (or such shorter period if the circumstances reasonably necessitate earlier notice) in advance if any law is passed which renders it illegal to continue Paradigm REIT.
- (ii) The Trustee shall terminate Paradigm REIT:
 - (a) if at a duly convened meeting of Unitholders a Special Resolution (or otherwise in accordance with the requirements of the REIT Guidelines), is passed that Paradigm REIT be terminated;
 - (b) if the Manager is in liquidation or where the Trustee is of the opinion that the Manager has ceased to carry on business or has, to the prejudice of the Unitholders, failed to comply with any provision or covenant of the Deed or contravened any provisions of any relevant laws, guidelines or regulatory requirements, and at a meeting duly summoned in accordance with Section 301 of the CMSA, a Special Resolution is passed that Paradigm REIT be terminated;
 - (c) if at any time during the life of Paradigm REIT, the Manager, after consultation with the Trustee, is of the opinion that changes in the economic climate or taxation law have caused or are likely to cause Unitholders to be detrimentally affected, the Manager requests the Trustee to summon a meeting of Unitholders and place a Special Resolution (or otherwise in accordance with the requirements of the REIT Guidelines), before such a meeting, setting out the action they recommend the meeting to endorse to meet such changes, and the meeting decides to terminate Paradigm REIT;

10. SALIENT TERMS OF THE DEED (Cont'd)

- (d) if the Listing does not take place within 3 months from the date of the Prospectus for the Listing and a Special Resolution (or otherwise in accordance with the requirements of the REIT Guidelines), is passed at a duly convened meeting of Unitholders to terminate Paradigm REIT;
 - (e) if at any time after the date of Listing, the Units are unconditionally suspended from listing and not readmitted for listing within a continuous period of 90 Market Days after such suspension Paradigm REIT will, notwithstanding any rights, powers or duties of the Manager or the Trustee and directions given by or resolutions of the Unitholders, immediately terminate. In this case, winding up of Paradigm REIT will immediately commence upon the end of such 90 Market Days; or
 - (f) if the SC's approval is revoked under Section 214A(2)(A) of the CMSA.
- (iii) If a determination event in paragraph (ii)(b) under Section 10.22.1 occurs, the Trustee must apply to the court for an order confirming the Unitholders' resolution. The Court may confirm the resolution if the Court is satisfied that it is in the interests of the Unitholders to do and may make orders for the winding-up of Paradigm REIT (including but not limited to procedures for a voluntary winding-up of Paradigm REIT), which orders must be carried out by the Trustee.

10.22.2 Notice

Upon any such decision to terminate Paradigm REIT under the provisions of the Deed, the Manager and the Trustee shall notify all Unitholders of such termination, the reasons and the date of the decision to terminate Paradigm REIT. The notice of termination shall also be published in one national language and one English daily newspaper circulating in Malaysia.

10.22.3 Consequence of termination

Upon termination of Paradigm REIT:

- (i) Chapter 8 of the REIT Guidelines ceases to apply to Paradigm REIT;
- (ii) dealings in, and creation and cancellation of Units must cease;
- (iii) the Trustee must realise the Deposited Property remaining in its hands. After paying or retaining adequate amount for all liabilities payable and cost of termination, the Trustee must distribute to Unitholders the net cash proceeds available for the purpose of such distribution in proportion to the number of Units held by Unitholders respectively. In relation to any monies held by the Trustee that remain unclaimed after 2 years, the Trustee must transfer such monies to the Registrar of Unclaimed Moneys, in accordance with the requirements of the Unclaimed Moneys Act 1965;
- (iv) the financial period continues to run and annual reports continue to be required, unless after consulting the auditor and the SC, the Manager has taken reasonable care to determine that timely production of an annual report is not required in the interests of Unitholders. The Manager must ensure that, in addition to the requirements of annual report provided under the REIT Guidelines, the annual report must contain information on the progress of the termination;
- (v) the Trustee must also arrange for the auditor to conduct a final audit of the financial statements of Paradigm REIT upon completion of the termination of Paradigm REIT; and

10. SALIENT TERMS OF THE DEED *(Cont'd)*

- (vi) a copy of the final financial statements, an explanation from the Manager as to how the Real Estate has been disposed of, salient terms of disposal and the net proceeds and the Trustee's report that the Manager has terminated Paradigm REIT in accordance with the REIT Guidelines and the Deed, must be provided to the Unitholders and submitted to the SC within 2 months of the completion of the termination of Paradigm REIT.

10.22.4 Winding-up of Paradigm REIT

Upon termination of Paradigm REIT under Section 10.22.1 "Termination events" of this Prospectus other than due to the events in paragraph (ii)(b) under Section 10.22.1 "Termination events" of this Prospectus, the following provisions shall have effect:

- (i) The Trustee shall as soon as practicable sell, call in and convert into money the Assets of Paradigm REIT, and divide the proceeds of such sale, calling in and conversion less all proper costs and disbursement, commissions, brokerage fees, fees payable to the Manager and the Trustee on termination of Paradigm REIT and other outgoings including costs of final distribution of capital and income and all proper provisions for Liabilities of Paradigm REIT, among the Unitholders in proportion to the number of Units which they hold respectively at the date of the decision to terminate Paradigm REIT provided that the Trustee may at its discretion make a partial distribution of capital from time to time and the Trustee and Manager shall on termination of Paradigm REIT be deemed as preferential creditors as provided in the Act.
- (ii) The Trustee shall as soon as practicable after the date of the notice in Section 10.22.2 "Notice" of this Prospectus, give to each Unitholder notice of impending distribution.
- (iii) The Trustee may postpone the sale, calling in and conversion of any part of the investment and property comprised in Paradigm REIT for such time as it thinks it desirable so to do in the interest of the Unitholders and shall not be responsible for any loss attributable to such postponement except to the extent that such loss may be attributable to the Trustee's own neglect or default.
- (iv) The Trustee may retain in its hands or under its control for as long as it thinks fit such part of Paradigm REIT as in its opinion may be required to meet any outgoings of Paradigm REIT or any of the investments thereof provided that any investments or monies so retained to the extent that they are ultimately found not to be so required shall remain subject to Paradigm REIT for conversion and distribution in accordance paragraph (i) above.
- (v) The Trustee and the Manager are entitled to:
 - (a) be paid from the proceeds of realisation of Paradigm REIT before any payment is made to the Unitholders, all costs incurred:
 - (1) by the Trustee and the Manager before the winding up of Paradigm REIT which has not be recouped;
 - (2) by the Trustee and the Manager in connection with the winding up of Paradigm REIT and the realisation of the Deposited Property;
 - (3) by or on behalf of any creditor of the Trustee or the Manager in relation to Paradigm REIT; and
 - (4) by or on behalf of any agent, solicitor, banker, accountant or other person employed by the Trustee or the Manager in connection with the winding up of Paradigm REIT; and

10. SALIENT TERMS OF THE DEED (Cont'd)

- (b) following the termination of Paradigm REIT and until the winding up is completed, their remuneration provided for in the Deed.

10.23 MEETING OF UNITHOLDERS

Either the Trustee or the Manager may convene a meeting of Unitholders by giving notice to the Unitholders in accordance with the Deed, which notice shall specify the general nature of the business to be transacted. The Manager shall within 21 days after a requisition has been delivered to the Manager at its registered office, being a requisition by not less than 50, or 1/10 in number, whichever is lesser, of all Unitholders, convene a meeting of Unitholders in accordance with the Deed.

The Manager is entitled to receive notice of and to attend, speak and participate at any meeting of the Unitholders but the Manager shall not be entitled to exercise its voting rights in respect of Units which it or its nominee holds or is deemed to hold for such meeting, except at a meeting held for the removal of the Manager, or unless otherwise permitted by the SC or the Applicable Laws and Requirements.

A Related Party of the Manager shall not have voting rights in respect of the Units held at any Unitholders' meeting and shall not be counted in a quorum for such a meeting, if it has an interest in the outcome of the transaction tabled for approval at the meeting which is different from the interest of other Unitholders.

Every question arising at a meeting of Unitholders shall be decided by poll and the result of such poll shall be deemed to be the resolution of the meeting. Upon any question decided by poll, each Unitholder present in person or by proxy shall have one vote for each Unit it holds. At any meeting of the Unitholders, a declaration by the Chairman that a resolution has been carried by any particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact. In the case of an equality of votes, the chairman of the meeting shall have a casting vote in addition to its votes (if any) as a Unitholder.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST

11.1 CORPORATE GOVERNANCE

The Manager has adopted a corporate governance framework that meets best practices of good governance on structures and internal processes by adopting the requirements and guidelines set out in the REIT Guidelines and the Listing Requirements, in the performance of its obligations and duties as described in the Deed. The Manager is also committed to adhere to good corporate governance practices in accordance with the principles and practices of corporate governance as set out in MCCG. Please refer to Section 6.15.3 “Governance Sustainability” of this Prospectus for details.

11.2 EXISTING AND ON-GOING RELATED PARTY TRANSACTIONS

Pursuant to the REIT Guidelines, a related party transaction means any transaction between the REIT and its related parties. A “related party” includes:

- (i) the management company of the REIT;
- (ii) the trustee of the REIT;
- (iii) a major unitholder of the REIT;
- (iv) a director, chief executive officer or major shareholder of the management company; or
- (v) a person connected with any director, chief executive officer or major shareholder of the management company, or a person connected with the management company, the trustee or major unitholder of the REIT.

In relation to a director, chief executive officer or major shareholder of the management company, the management company, trustee or major unitholder of the REIT, a “person connected” is defined to include a body corporate in which the director, chief executive officer or major shareholder of the management company, the management company, the trustee or major unitholder of the REIT, and/or persons connected to him are entitled to exercise, or control the exercise of, not less than 20.0% of the votes attached to the voting shares in such body corporate.

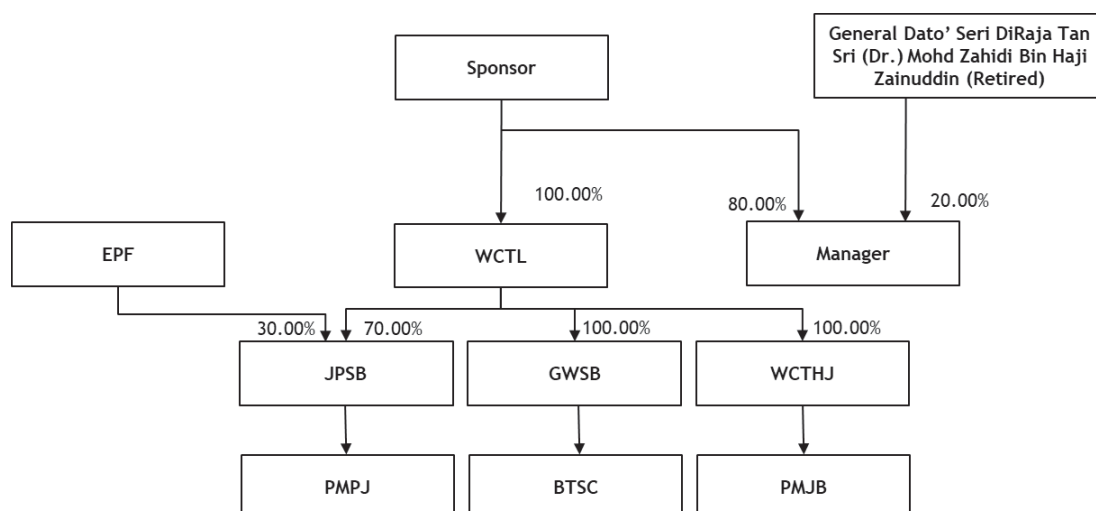
11.2.1 Acquisitions of Subject Properties

The Acquisitions are related party transactions under the REIT Guidelines in view of the following:

- (i) the Vendors, namely GWSB and WCTHJ, are persons connected to the Sponsor as they are the wholly-owned subsidiaries of WCTL, which in turn is a wholly-owned subsidiary of the Sponsor;
- (ii) the Vendor, namely JPSB, is (a) a person connected to the Sponsor as it is a 70% joint venture of WCTL, which in turn is a wholly owned subsidiary of the Sponsor; and (b) a major Unitholder upon the completion of the Listing; and
- (iii) the Manager is an 80.00% jointly-controlled entity of the Sponsor.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST *(Cont'd)*

The organisational chart illustrating the relationship between the Vendors, the Manager and the Sponsor is as follows:



11.2.2 Other Related Party Transactions

In addition to the above, the following sets out the details of the existing and on-going transactions between the Vendors and persons connected with the Sponsor relating to the Subject Properties:

No.	Nature of transactions relating to the Subject Properties that will be transferred to and/or assumed by Paradigm REIT	Related party	Nature of relationship
1.	Lease by WCTHJ to WCT F&B Management Sdn Bhd of a space in Paradigm Mall JB for the operation of a food court known as "Food Arcade", from 1 October 2023 to 31 May 2024 for a monthly rental of RM108,994.50 and from 1 June 2024 to 30 September 2026 for a monthly rental of RM121,105.00.	<ul style="list-style-type: none"> WCT F&B Management Sdn Bhd 	<ul style="list-style-type: none"> WCT F&B Management Sdn Bhd is a wholly-owned subsidiary of WCTL, which in turn is wholly owned by the Sponsor
2.	Lease by JPSB to WCT F&B Management Sdn Bhd of a space in Paradigm Mall PJ for the operation of a food court known as "Food Arcade", from 1 October 2024 to 30 September 2027, for an annually staggered monthly rental of RM57,036.00, RM66,542.00 and RM76,048.00 respectively	<ul style="list-style-type: none"> WCT F&B Management Sdn Bhd 	<ul style="list-style-type: none"> WCT F&B Management Sdn Bhd is a wholly-owned subsidiary of WCTL, which in turn is wholly owned by the Sponsor
3.	Licence by JPSB to Labur Bina Sdn Bhd to use a space in Paradigm Mall PJ as storage area, from 10 October 2022 to 9 October 2025, for a monthly licence fee of RM5,000.00	<ul style="list-style-type: none"> Labur Bina Sdn Bhd 	<ul style="list-style-type: none"> Labur Bina Sdn Bhd is a wholly-owned subsidiary of WCTL, which in turn is wholly owned by the Sponsor

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST (Cont'd)

No.	Nature of transactions relating to the Subject Properties that will be transferred to and/or assumed by Paradigm REIT	Related party	Nature of relationship
4.	Lease by JPSB to WCT OUG Development Sdn Bhd of advertisement space comprising in-mall digital standee, pillar wraps, external billboard and outdoor LED screen at Paradigm Mall PJ for advertisement of properties development projects, from 1 May 2024 to 30 April 2027, for a monthly rental of RM50,000.00	<ul style="list-style-type: none"> WCT OUG Development Sdn Bhd 	<ul style="list-style-type: none"> WCT OUG Development Sdn Bhd is a wholly-owned subsidiary of WCT Premier Development Sdn Bhd, which in turn is wholly owned by WCTL, which in turn is wholly-owned by the Sponsor
5.	Lease by WCTHJ to WCT Green Sdn Bhd of advertisement space comprising outdoor flyover billboards, mall facade signage, digital standees, mall directories, in-mall pillar wraps, outdoor lamp-post buntings and temporary kiosk at Paradigm Mall JB for advertisement of properties development projects, from 1 May 2024 to 30 April 2027, for a monthly rental of RM200,000.00	<ul style="list-style-type: none"> WCT Green Sdn Bhd 	<ul style="list-style-type: none"> WCT Green Sdn Bhd is a wholly-owned subsidiary of WCTL, which in turn is wholly-owned by the Sponsor
6.	Lease by WCT Properties Sdn Bhd to JPSB of identified space, measuring approximately 8,934 sq ft in area, in 'The Ascent' (which represents 23.77% of the space currently leased by JPSB to Sim Leisure Challenge Sdn Bhd (" Escape ") for the business of sports and recreation centre known as "Escape Challenge"), from 4 November 2022 to 3 November 2025, for a monthly rental based on 23.77% out of 5% of the monthly gross turnover generated by Escape.	<ul style="list-style-type: none"> WCT Properties Sdn Bhd 	<ul style="list-style-type: none"> WCT Properties Sdn Bhd is a wholly-owned subsidiary of WCTL, which in turn is wholly-owned by the Sponsor
	For information purpose, the amount paid by JPSB to WCT Properties Sdn Bhd in relation to the lease for the month of September 2024 was RM2,477.34.		

All rights and obligations of the Vendors pursuant to these transactions will be transferred to and/or assumed by Paradigm REIT following the completion of the SPAs. As such, these transactions will constitute related party transactions involving Paradigm REIT in view that:

- (i) the respective transacting related parties are persons connected to the Sponsor; and

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST (Cont'd)

- (ii) the Manager is an 80.00% jointly-controlled entity of the Sponsor.

Save as disclosed above, there is no existing and on-going transaction between the Vendors, the Sponsor and the Manager and/or persons connected with the Vendors, the Sponsor and/or the Manager relating to the Subject Properties.

11.3 POTENTIAL RELATED PARTY TRANSACTIONS

11.3.1 Management Fees

The Manager is an 80.0% jointly-controlled entity of the Sponsor. Accordingly, the payment of the Management Fees by Paradigm REIT to the Manager will be a related party transaction.

11.3.2 Assignment of certain trademarks by WCTMM to Paradigm REIT

Pursuant to a Deed of Assignment dated 7 April 2025 entered into between WCTMM and the Trustee (on behalf of Paradigm REIT), WCTMM agreed to assign and transfer the trademarks as set out in Section 1.10 “Intellectual Property” of this Prospectus in favour of the Trustee at a nominal sum of RM10.00 with effect from the completion date of the Acquisitions as contemplated under the SPAs.

The assignment will be a related party transaction in view that WCTMM is a wholly-owned subsidiary of WCTL, which in turn is a wholly-owned subsidiary of the Sponsor, and the Manager is an 80.0% jointly-controlled entity of the Sponsor.

11.3.3 Potential Acquisitions

In the event of any acquisition pursuant to the exercise of the ROFR by the Trustee, on behalf of Paradigm REIT, the salient terms of which are set out in Section 14.4 “Salient Terms on the ROFRs” of this Prospectus, the sale and purchase agreement for such proposed acquisition will be a potential related party transaction. Potential conflict of interest may arise between Paradigm REIT and the vendors of such assets during the negotiation on the terms of such sale and purchase agreements. Please refer to Section 11.4.2 “Manager’s Policies on Related Party Transactions and Dealing with Conflict of Interest Situations” of this Prospectus on the Manager’s policy on related party transactions including acquisition of properties from the WCTH Group.

11.3.4 Services to be provided by WCTH Group to Paradigm REIT

The Trustee (on behalf of Paradigm REIT), the Manager and the Property Manager entered into the Property Management Agreement on 7 April 2025 for the appointment of the Property Manager to provide property management services to manage, operate and maintain all the properties acquired by the Trustee (as trustee for Paradigm REIT) or the SPV(s) of Paradigm REIT, including the Subject Properties, commencing from the completion date of the Acquisitions as contemplated under the SPAs, upon the terms and conditions of the Property Management Agreement. Please refer to Section 9.6 “Salient Terms of the Property Management Agreement” of this Prospectus for further details.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST *(Cont'd)*

In connection to this, the Property Manager had, on 7 April 2025 entered into a service provider agreement with PMMSB, a wholly-owned subsidiary of WCTL, which in turn is a wholly-owned subsidiary of the Sponsor, where the Property Manager appoints PMMSB to provide (1) personnel with necessary qualifications, expertise, experience and internal working and operational knowledge of the properties; (2) the IT Solutions including such information technology software, system and solutions which are necessary to assist the Property Manager in providing and carrying out the its services under the Property Management Agreement and payroll system, accounting software, leasing monitoring system and facility operations and management solution; and (3) such additional services to be mutually agreed upon by the Property Manager and PMMSB from time to time, commencing from the commencement date of the Property Management Agreement. Pursuant to the Property Management Agreement, the Property Manager is entitled to reimbursement of all costs and expenses incurred in the maintenance and management of the Subject Properties in accordance with the terms and conditions of the Property Management Agreement. Notwithstanding the above, the Trustee and/or the Manager can make payment directly to PMMSB subject to the recommendation from the Property Manager.

The WCTH Group may also be involved in providing services such as repair, maintenance and related construction services in relation to the Subject Properties. Accordingly, such services will be related party transactions.

11.4 POTENTIAL CONFLICT OF INTEREST

11.4.1 The Sponsor

The Sponsor and its subsidiaries are engaged in, and/or may engage in among others, investment in, and the development, management and operation of properties which may compete with the Subject Properties. Further, the Sponsor and its subsidiaries may also sponsor, manage or invest in other REITs or other SPVs which may compete directly with Paradigm REIT.

As such, there can be no assurance that conflict of interest may not arise among Paradigm REIT, the Manager and the Sponsor in the future.

As a listed company on the Main Market, the Sponsor has its separate procedures in relation to related party transactions which would also include transactions with Paradigm REIT.

The Listing Requirements oblige the Sponsor to make prompt announcements for related party transactions and disclosures in its annual reports in relation to recurrent related party transactions.

The WCTH Group has established internal review and approving procedures to ensure that related party transactions are entered into on an arm's length basis which are not more favourable than those transacted with the public or third parties and are not detrimental to the interest of the minority shareholders of the Sponsor, which are summarised as follows:

- (i) All related party transactions entered into or any award of contracts to/by the related parties are shall only be offered/accepted by the WCTH Group after obtaining the approval of the board of directors of WCTH with prior review by the audit committee of WCTH ("**WCTH Audit Committee**"). Any interested Director must inform the Board, of the details of the nature and extent of his/her interest, including all matters in relation to the proposed related party transaction that he/she is aware or should reasonably be aware of, which could be perceived as having potential conflict of interest with Paradigm REIT; and shall abstain from deliberation and voting in respect of such transaction(s).

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST *(Cont'd)*

- (ii) Any tender, quotation, award letters or contract proposed to be submitted to/entered into/executed with the related parties (including Paradigm REIT) shall be subject to the following policies and procedures:
 - (a) the pricing for the contracts to be tendered by and/or services to be provided by the WCTH Group to the related parties is determined in accordance with the WCTH Group's normal business practices and policies, consistent with the usual profit margin which would have been earned for the same or substantially similar type of transactions entered into by the WCTH Group with unrelated third parties after adjusting for the then prevailing market conditions, the nature and complexity of the contract works and/or services required by the related parties; and
 - (b) where applicable, practical and feasible, the terms and pricing for at least 2 other contemporaneous or comparable transactions with unrelated third parties for similar contract works, services and/or quantities will be used as comparison to determine whether the price and terms offered to the related parties are fair and reasonable and comparable to those offered to the unrelated third parties for the same or substantially similar type of contract works, services and/or quantities.
- (iii) The WCTH Audit Committee will undertake the following annual review (or as and when necessary):
 - (a) to ascertain whether the established guidelines and procedures for the related party transactions have been complied with; and
 - (b) to ascertain whether the established guidelines and procedures for the related party transactions have become inappropriate, and/or are unable to ensure that the transactions will be on normal commercial terms, and/or prejudice the interests of shareholders generally.
- (iv) The internal auditors of WCTH will conduct reviews on the related party transactions to ensure that the review and approving procedures pertaining to the transactions are adhered to. Any divergence will be reported by the internal auditors to the WCTH Audit Committee and the board of directors of WCTH accordingly.
- (v) Should the WCTH Audit Committee during its review form an opinion that the related party transactions are not being conducted in accordance with the established guidelines and procedures or are not being conducted on an arm's length basis or on normal commercial terms, or are detrimental to the interests of shareholders, the board of directors of WCTH will be advised to take the necessary actions to remedy the non-compliance, including to convene a general meeting of shareholders to seek shareholders' approval for the related party transactions, if deemed necessary.
- (vi) In the case of recurrent related party transactions, all such transactions will be recorded in a register to be maintained by the company secretary of WCTH. In the event where the actual value of the recurrent related party transactions exceeds the estimated value by 10% or more, such transactions and the reasons for such deviation will be immediately announced by WCTH via Bursa Securities.

11.4.2 Manager's Policies on Related Party Transactions and Dealing with Conflict of Interest Situations

Upon Listing, Paradigm REIT will be subject to the REIT Guidelines and/or the Listing Requirements (where applicable) on related party transactions. Compliance of Paradigm REIT with the Listing Requirements and the REIT Guidelines will ensure that related party transactions will not prejudice the interests of the Unitholders as a whole.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST *(Cont'd)*

The Listing Requirements provide, among others, where the percentage ratio of a related party transaction is 5.0% or more and the value of the consideration of the transaction is RM500,000.00 or more, an independent adviser who is permitted to carry on the regulated activity of advising on corporate finance under the CMSA must be appointed before the terms of the transaction are agreed upon and approval of the Unitholders in a general meeting must be obtained for the transaction. In addition, the REIT Guidelines also provides that related parties of the Manager should not vote or be counted as quorum at a meeting if they have interest in the outcome of a transaction tabled for approval which is different from the interests of other Unitholders.

The Listing Requirements oblige the Manager to make prompt announcements and disclosures in Paradigm REIT's annual reports in relation to any related party transactions. These transactions would include transactions between Paradigm REIT, the Sponsor and its subsidiaries in which case the Sponsor would be an interested party and its nominee director would be considered as interested director. As at the LPD, the nominee director of the Sponsor is Lai Cheng Yee.

In order to mitigate any potential conflict of interest, the Manager has also instituted the following procedures:

- (i) the Manager will not manage any other REIT which invests principally in the same type of properties as Paradigm REIT;
- (ii) in respect of matters or transactions which a Director or a person connected to him or her has an interest (directly or indirectly), such Director shall not participate in any proceedings of the Board and shall abstain from voting in respect of such matter or transaction;
- (iii) the majority of the Board comprise independent directors and the Audit Committee also comprise solely of independent directors, in line with the recommendation of MCCG;
- (iv) the Directors of the Manager owe fiduciary duties to the Manager and as such the directors will act in the best interest of the Unitholders and in the event of conflict between the Unitholders' interests and the Manager's interests, to give priority to the Unitholders' interests; and
- (v) any related party transaction, dealing, investment and appointments carried out on behalf of Paradigm REIT should be executed on terms which are the best available for Paradigm REIT and which are no less favourable to Paradigm REIT than arm's length transactions between independent parties. In addition, any event or transaction in which a conflict of interest arises or could arise should be adequately disclosed in this Prospectus and annual reports of Paradigm REIT.

In order to mitigate any potential conflict of interest, the Manager has established internal review and approving procedures to ensure that related party transactions are entered into on an arm's length basis which are not more favourable than those transacted with the public or third parties and are not detrimental to the interest of the minority Unitholders, which are summarised as follows:

- (i) All related party transactions (either individually or as part of a series of if aggregated with other transactions involving the same related party during the same financial year) with value equal to or exceeding RM500,000.00 are subject to review by the Audit Committee and prior to approval by the Board.
- (ii) Any interested Director must inform the Board, of the details of the nature and extent of his/her interest, including all matters in relation to the proposed related party transaction that he/she is aware or should reasonably be aware of, which is not in the best interest of Paradigm REIT; and shall abstain from deliberation and voting in respect of such transaction(s).

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST (Cont'd)

- (iii) Any tender, quotation, award letter or contract proposed to be submitted to/entered into/executed with the related parties shall be subject to the following policies and procedures:
 - (a) the pricing for the contracts to be tendered by and/or services to be provided by Paradigm REIT to the related parties is determined in accordance with the Paradigm REIT's normal business practices and policies, consistent with the usual profit margin which would have been earned for the same or substantially similar type of transactions entered into by Paradigm REIT with unrelated third parties after adjusting for the then prevailing market conditions, the nature and complexity of the contract works and/or services required by the related parties; and
 - (b) where applicable, practical and feasible, the terms and pricing for at least 2 other contemporaneous or comparable transactions with unrelated third parties for similar contract works, services and/or quantities will be used as comparison to determine whether the price and terms offered to the related parties are fair and reasonable and comparable to those offered to the unrelated third parties for the same or substantially similar type of contract works, services and/or quantities.
- (iv) For the award of contracts/tenders for related services investment in and/or the development, management and operation of properties, the Manager shall prepare an internal budget which will be validated by a third party cost consultant/quantity surveyor to form the basis for comparison with tenders received and ensure that the contracts/tenders will be undertaken on normal commercial terms. The projects will be evaluated based on pricing as well as technical and financial capabilities of the tenderers. The project budgeting, tendering, evaluation and selection of tenderer will be reviewed and approved in accordance with discretionary authority limits policy adopted by the Manager.
- (v) Any rental or lease of properties/retail spaces to related parties will be at the prevailing market rate for the same or substantially similar type of properties and shall be on normal commercial terms. Where applicable, the Manager may consult with relevant third party independent consultants such as property valuers in order to determine the market norm for rental of properties/retail spaces.
- (vi) The prior written consent of the Trustee will be required for proposals which involves:
 - (a) the acquisition of any investments in which the Manager or any employee of the Manager has a financial interest or from which the Manager or any employee of the Manager derives a benefit; or
 - (b) the acquisition of Real Estate Assets from, or disposal of Real Estate Assets to a related corporation or associated person of the Manager.
- (vii) Adherence to the Listing Requirements for related party transactions which may involve immediate announcement of related party transactions and/or requirement to seek the Unitholders' prior approval and provision of independent advice, depending on the materiality threshold.
- (viii) The interested director and/or major Unitholder and/or persons connected with them must not vote in respect of their direct and indirect interest at the general meeting on the resolution pertaining to any related party transaction.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST *(Cont'd)*

- (ix) The Audit Committee will undertake the following annual review (or as and when necessary):
 - (a) to ascertain whether the established guidelines and procedures for the related party transactions have been complied with; and
 - (b) to ascertain whether the established guidelines and procedures for the related party transactions have become inappropriate, and/or are unable to ensure that the transactions will be on normal commercial terms, and/or prejudice the interests of shareholders generally.
- (x) The internal auditors of the Manager will conduct reviews on the related party transactions to ensure that the review and approving procedures pertaining to the transactions are adhered to. Any divergence will be reported by the internal auditors to the Audit Committee and the Board accordingly.
- (xi) Should the Audit Committee during its review form an opinion that the related party transactions are not being conducted in accordance with the established guidelines and procedures or are not being conducted on an arm's length basis or on normal commercial terms, or are detrimental to the interests of shareholders, the Board will be advised to take the necessary actions to remedy the non-compliance, including to convene a general meeting of the Unitholders to seek the Unitholders' approval for the related party transactions, if deemed necessary.
- (xii) In the case of recurrent related party transactions, all such transactions will be recorded in a register to be maintained by the company secretary of the Manager. In the event where the actual value of the recurrent related party transactions exceeds the estimated value by 10.0% or more, such transactions and the reasons for such deviation will be immediately announced by the Manager via Bursa Securities.

The Manager has appointed BDO Governance Advisory Sdn Bhd, an independent professional services firm, to assist the Board and Audit Committee by providing an independent assessment of the adequacy and effectiveness of the Manager's systems of risk management and internal control. In order to mitigate any potential conflict of interest, the Audit Committee shall conduct an assessment of the suitability, objectivity and independence of its internal auditors, including a review on its performance and remuneration.

11.4.3 Dealing in Securities

Pursuant to the internal practice of the Manager, the Directors, key management and employees of the Manager who are in possession of price-sensitive information are prohibited from dealing in the Units.

The Directors, key management and employees of the Manager are prohibited from directly or indirectly communicating any price-sensitive information to another person if he or she knows, or ought to reasonably know, that the other person would trade in the listed shares or the Units. This also applies to agents, referred to as anyone who trades on the behalf of the Directors, key management and all employees of the Manager.

The Directors, key management and employees of the Manager are required to submit an annual declaration to disclose their interest in the Units, as well as any related party transactions entered into, as at the year end. During the year, a declaration of specific transactions should be submitted within 2 business days after completing the trade or transaction.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST (Cont'd)

All declarations shall be submitted to Head of Compliance, Risk & Sustainability of the Manager for compilation. The Head of Compliance, Risk & Sustainability of the Manager will refer the declarations to the appropriate governance party for review. All declarations shall be kept in a register by the Head of Compliance, Risk & Sustainability of the Manager.

11.5 INTERESTS OF DIRECTORS AND OTHER SUBSTANTIAL SHAREHOLDERS OF THE MANAGER IN OTHER CORPORATIONS CARRYING ON SIMILAR BUSINESS

Save as disclosed in Section 11.5.1 “Common major Unitholder/substantial shareholder and common directors” and Section 11.5.2 “Undertaking provided by TSDL” of this Prospectus, as at the LPD, none of the Directors and substantial shareholders of the Manager hold any interests in other corporations or collective investment schemes carrying on similar businesses. For the purpose of this Section 11.5, “similar business” means the management of a REIT with an investment policy of investing in Real Estate used primarily for retail, commercial, office, industrial and hospitality purposes in Malaysia and overseas.

11.5.1 Common major unitholder/substantial shareholder and common directors

Pavilion Real Estate Investment Trust (“**Pavilion REIT**”) is listed on the Main Market of Bursa Securities. The core activity of Pavilion REIT is investment in income-producing real estate assets used solely or predominantly for retail purposes (including mixed-use developments with a retail component) in Malaysia and other countries within the Asia Pacific region.

Paradigm REIT will be predominantly involved in the retail segment similarly as Pavilion REIT.

As at the LPD, TSDL is the common major shareholder and unitholder and common director of the Sponsor and Pavilion REIT, while Dato’ Lee is the common director of the Sponsor and Pavilion REIT, which will potentially give rise to a conflict of interest as follows:

- (i) As at the LPD, TSDL is –
 - (a) a major shareholder of the Sponsor with a collective direct and indirect equity interest of 23.2% in the Sponsor;
 - (b) the Executive Chairman of the Sponsor;
 - (c) a major unitholder of Pavilion REIT with a collective direct and indirect interest of 30.8% in Pavilion REIT;
 - (d) a substantial shareholder of UCDSB, which in turn holds 51.0% equity interest in the Pavilion Manager, being the management company of Pavilion REIT; and
 - (e) the Chairman and Executive Director of the Pavilion Manager.

As at the LPD, TSDL does not have any direct interest in the Manager or Paradigm REIT, and TSDL will not have any direct interest in the Manager or Paradigm REIT upon Listing. TSDL’s indirect interest in the Manager and Paradigm REIT will solely be via his shareholding in the Sponsor.

- (ii) As at the LPD, Dato’ Lee is –
 - (a) the Group Managing Director of the Sponsor;
 - (b) not a shareholder, direct or indirect, of the Sponsor;

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST *(Cont'd)*

- (c) the Non-Independent Executive Director of the Pavilion Manager; and
- (d) a unitholder holding 100,000 units in Pavilion REIT.

As at the LPD, Dato' Lee does not have any interest, direct or indirect, in the Manager or Paradigm REIT, and Dato' Lee will not have any interest, direct or indirect, in the Manager or Paradigm REIT upon Listing.

The establishment of Paradigm REIT will potentially give rise to a conflict of interest situation due to the overlapping influence of TSDL and Dato' Lee in both Paradigm REIT and Pavilion REIT.

To mitigate the potential conflict of interest situation, the Manager was established as a jointly-controlled entity of WCTH to enhance corporate governance and promote independent decision making of the Manager.

In addition, TSDL, Dato' Lee and the Manager have provided specific undertakings as set out in Section 11.5.2 "Undertaking provided by TSDL", Section 11.5.3 "Undertaking provided by Dato' Lee" and Section 11.5.4 "Undertaking provided by the Manager" to further address, resolve, mitigate and/or eliminate any actual or any potential conflict of interest situation arising from the overlapping influence of TSDL and Dato' Lee in both Paradigm REIT and Pavilion REIT.

11.5.2 Undertaking provided by TSDL

To address, resolve, mitigate and/or eliminate any actual or any potential conflict of interest situation arising from TSDL being a common major shareholder and unitholder and common director of the Sponsor, the Pavilion Manager and Pavilion REIT, TSDL has undertaken that he will not assume the role of or be appointed as a director of the Manager and will not have any direct shareholding in the Manager and direct unitholding in the Paradigm REIT.

In addition, TSDL has undertaken to take the following actions in the event any of the following scenarios shall arise:

- (i) **If any of the private assets of TSDL or assets held by such person or entity which constitutes persons connected as prescribed under the Listing Requirements (each a "Connected Party") with TSDL and any other companies which now or in the future constitute a Connected Party are made available for sale save for the assets of which right of first refusal to acquire has previously granted to Pavilion REIT prior to the date of this Prospectus or are branded as "Pavilion" ("Applicable Assets")**

In such circumstances, the potential conflict is mitigated as the Applicable Assets will be made available for sale to both Paradigm REIT and Pavilion REIT via a tender and the terms and criteria in selecting the winning bid will be determined upfront and disseminated to both Paradigm REIT and Pavilion REIT.

The acquisition by the winning REIT is a related party transaction and subject to the respective REIT unitholders' approval, in which TSDL and persons connected to him will need to abstain from voting.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST *(Cont'd)*

(ii) **If both Paradigm REIT and Pavilion REIT bid or tender for the same Applicable Assets**

In such circumstances, the potential conflict is mitigated as TSDL has undertaken to refrain from making any recommendations, participating in any negotiations and/or the evaluation process, abstain and continue to abstain from all deliberating and voting on resolution pertaining to such bid or tender at the respective boards of directors' meetings of the Pavilion Manager and the Sponsor and to procure and ensure that his Connected Party will abstain from deliberating and voting on resolution pertaining to such bid and tender at the respective boards of directors' meetings of the Pavilion Manager, the Manager and the Sponsor.

The final decision on the winning bid is determined by the independent third party vendor. Thereafter, the winning bid is subject to the approval of the unitholders of the respective REIT where no conflict of interest would arise at that point in time.

(iii) **If a third party approaches TSDL with regard to an opportunity to acquire the assets of such third party and TSDL is of the view that it is beneficial for either Paradigm REIT and/or Pavilion REIT to acquire the assets**

In such circumstances, the potential conflict is mitigated as TSDL will present the opportunity to acquire the assets of the third party to both Paradigm REIT and Pavilion REIT for the evaluation by the respective management companies of the REITs, which are separate and independent of each other.

TSDL has undertaken to refrain from making any recommendations, participating in any negotiations and/or the evaluation process to ensure impartiality, including abstaining from all deliberations and voting at the respective boards of directors' meetings of the Pavilion Manager and the Sponsor and procure and ensure that his Connected Party will abstain from deliberating and voting on resolution pertaining to such opportunity to acquire the assets at the respective boards of directors' meetings the Pavilion Manager, the Manager and the Sponsor.

11.5.3 Undertaking provided by Dato' Lee

In addition to TSDL's potential conflict of interest situation, the existence of Dato' Lee as a common director of the Sponsor and the Pavilion Manager may also give rise to a conflict of interest situation if both Paradigm REIT and Pavilion REIT bid or tender for the same third party assets.

In such circumstances, the potential conflict is mitigated as Dato' Lee has undertaken to refrain from making any recommendations, participating in any negotiations and/or the evaluation process, including abstain and continue to abstain from deliberating and voting on resolution pertaining to such bid or tender at the board of directors' meeting of the Pavilion Manager and to procure and ensure that his Connected Party will abstain from deliberating and voting on resolution pertaining to such bid and tender at the respective boards of directors' meetings of the Pavilion Manager and the Manager.

The final decision on the winning bid is determined by the independent third party vendor. Thereafter, the winning bid is subject to the approval of the unitholders of the respective REIT where no conflict of interest would arise at that point in time.

Dato' Lee has also undertaken that he will not assume the role of or be appointed as a director of the Manager.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST *(Cont'd)*

11.5.4 Undertaking provided by the Manager

To address, resolve, mitigate and/or eliminate any actual or any potential conflict of interest situation due to the overlapping influence of TSDL and Dato' Lee in both Paradigm REIT and Pavilion REIT, the Manager has undertaken to ensure that:

- (i) none of the members of the Board and key management of the Manager will hold concurrent positions on the board of directors and key management of the Pavilion Manager;
- (ii) both TSDL and Dato' Lee will not assume the roles of or be appointed as the directors of the Manager; and
- (iii) the majority of the members of the Board of the Manager will comprise independent non-executive directors. All members of the Board of the Manager shall not be a Connected Party to TSDL and Dato' Lee.

For information purposes, there are no Connected Parties to TSDL and Dato' Lee who sit on the Board of the Manager and/or the board of directors of the Pavilion Manager as at the LPD, save for Puan Sri Tan Kewi Yong, being the spouse of TSDL, who is –

- (a) a major unitholder of Pavilion REIT with a collective direct and indirect equity interest of 30.8%;
- (b) a substantial shareholder of UCDSB, which in turn holds 51% equity interest in the Pavilion Manager; and
- (c) the Executive Director of the Pavilion Manager.

In addition, the Manager was established as a jointly-controlled entity of WCTH to enhance corporate governance and promote independent decision making of the Manager to mitigate the potential conflict of interest situation.

11.6 OTHER PERTINENT INFORMATION

The Manager will comply with all requirements as laid out in the REIT Guidelines on related party transactions including provisions contained in the Deed.

The Manager has established procedures that will ensure that such transactions are undertaken in full compliance to the REIT Guidelines and are carried out at arm's length, based on normal commercial terms and in the best interests of the Unitholders.

The Manager would have to demonstrate to the Audit Committee that transactions (whether purchase of services or properties) would be taken on normal commercial terms, which may include in the case of the purchase of services, the obtaining of quotations from parties unrelated to the Manager, or in the case of purchase of properties, the obtaining of valuation from an independent valuer.

The Trustee shall ensure that related party transactions are at arm's length, based on normal commercial terms and not prejudicial to the interest of the Unitholders. Furthermore, the Trustee has the ultimate discretion under the Deed to decide whether or not to enter into a transaction involving a related party of the Manager. If the Trustee is to sign any contract with a related party of the Manager, the Trustee will review the contract documentation to ensure it complies with the requirements and provisions relating to related party transactions contained in the REIT Guidelines and the Deed.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST *(Cont'd)*

11.7 DECLARATIONS BY ADVISERS

11.7.1 Declaration by Maybank IB

Maybank IB and its related and associated companies (collectively, the “**Maybank Group**”) form a diversified financial group and are engaged in a wide range of investment and commercial banking, brokerage, securities trading, assets and fund management and credit transaction services businesses. The Maybank Group has engaged and may in the future, engage in transactions with and perform services for the WCTH Group, Paradigm REIT, the Manager and/or any of its affiliates. In addition, in the ordinary course of its business, any member of the Maybank Group may at any time offer or provide its services to or engage in any transaction (on its own account or otherwise) with Paradigm REIT, its shareholders and/or its affiliates and/or any other entity or person, hold long or short positions in securities issued by WCTH Group, Paradigm REIT, the Manager and/or any of its affiliates, and may trade or otherwise effect transactions for its own account or the account of its customers in debt or equity securities or senior loans. This is a result of the businesses of the Maybank Group generally acting independent of each other and accordingly, there may be situations where parts of the Maybank Group and/or its customers now have or in the future, may have interests or take actions that may conflict with the interests of Paradigm REIT. Nonetheless, the Maybank Group is required to comply with applicable laws and regulations issued by the relevant authorities governing its advisory business which require, among others, segregation between dealing and advisory activities and a Chinese wall between different business divisions.

As at the LPD, the Maybank Group has, in its ordinary course of business, extended credit facilities amounting to approximately RM991.7 million to the WCTH Group, of which RM911.8 million is outstanding. Part of the proceeds from the Disposal (as defined below) and the Offering will be used to partially repay the existing lenders of the WCTH Group, including the Maybank Group. Additionally, Maybank IB is the Joint Principal Adviser, Joint Lead Arranger and Joint Lead Manager for the MTN Programme to be undertaken by the Paradigm REIT.

Notwithstanding the above, Maybank IB is of the view that the aforesaid lending relationship would not give rise to a conflict of interest situation in its capacity as (i) the Principal Adviser to the Manager for the establishment of Paradigm REIT, (ii) the Lead Bookrunner and Joint Bookrunner for the Institutional Offering; (iii) the Sole Managing Underwriter and Joint Underwriter for the Retail Offering; (iv) the Principal Adviser to the Sponsor for the establishment of Paradigm REIT, the disposals of the Subject Properties by the Vendors to the Trustee (on behalf of Paradigm REIT) (“**Disposals**”), the Offering and the Listing and (v) the Joint Principal Adviser, Joint Lead Arranger and Joint Lead Manager for the MTN Programme as:

- (i) the extension of credit facilities arose in the ordinary course of business of the Maybank Group;
- (ii) the conduct of the Maybank Group in its banking business is strictly regulated by the Financial Services Act 2013, Islamic Financial Services Act 2013 and, where applicable, the CMSA, as well as the Maybank Group’s own internal controls and checks; and
- (iii) the total outstanding amount owed by the WCTH Group is not material when compared to the audited net assets of the Maybank Group as at 31 December 2024 of RM93.97 billion.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST (Cont'd)

Save as disclosed above, Maybank IB confirms that, as at the LPD, it is not aware of any other circumstances which would or is likely to give rise to a possible conflict of interest situation in Maybank IB's capacity as (i) the Principal Adviser to the Manager for the establishment of Paradigm REIT; (ii) the Lead Bookrunner and Joint Bookrunner for the Institutional Offering; (iii) the Sole Managing Underwriter and Joint Underwriter for the Retail Offering; (iv) the Principal Adviser to the Sponsor for the establishment of Paradigm REIT, the Disposals, the Offering and the Listing; and (v) the Joint Principal Adviser, Joint Lead Arranger and Joint Lead Manager for the MTN Programme.

11.7.2 Declaration by Mah-Kamariyah & Philip Koh

Mah-Kamariyah & Philip Koh acted as (i) the legal advisers to the Manager in respect of the REIT Establishment and the Listing, and (ii) the legal advisers to the Sponsor in connection with the issuance of a circular to shareholders of the Sponsor seeking their approval for the Disposals, the REIT Establishment, the Offering and the Listing ("**Circular to Shareholders**").

Mah-Kamariyah & Philip Koh confirms that as at the LPD, it is not aware of any circumstances which would or is likely to exist which would give rise to a possible conflict of interest in its capacity as (i) the legal advisers to the Manager in respect of the REIT Establishment and the Listing and (ii) the legal advisers to the Sponsor in connection with the issuance of the Circular to Shareholders.

11.7.3 Declaration by Ernst & Young PLT

Ernst & Young PLT confirms that as at the LPD, it is not aware of any circumstances which would or is likely to exist which would give rise to a possible conflict of interest in its capacity as the Reporting Accountants of Paradigm REIT.

In its capacity as the Reporting Accountants, Ernst & Young PLT has issued the Report on the Pro Forma Statement of Financial Position as at the date of establishment of Paradigm REIT, as set out in Appendix D "Reporting Accountants' Report on the Pro Forma Statement of Financial Position" of this Prospectus and the Letter on the Profit Forecast of Paradigm REIT as set out in Appendix E "Reporting Accountants' Letter on the Profit Forecast", respectively.

11.7.4 Declaration by KPMG Tax Services Sdn Bhd

KPMG Tax Services Sdn Bhd confirms that as at the LPD, it is not aware of any circumstances which would or is likely to exist which would give rise to a possible conflict of interest in its capacity as the Tax Consultant of Paradigm REIT.

In its capacity as the Tax Consultant, KPMG Tax Services Sdn Bhd is responsible for preparing the Tax Consultant's letter on taxation of Paradigm REIT and Unitholders as set out in Appendix C "Tax Consultant's Letter on Taxation of Paradigm REIT and Unitholders" of this Prospectus.

11.7.5 Declaration by Savills (Malaysia) Sdn Bhd

Savills (Malaysia) Sdn Bhd confirms that as at the LPD, it is not aware of any circumstances which exist or is likely to exist which would give rise to a possible conflict of interest in its capacity as the Independent Property Market Researcher in relation to the Offering and Listing.

In its capacity as the Independent Property Market Researcher, Savills (Malaysia) Sdn Bhd was responsible for preparing the Independent Property Market Report as set out in Appendix B "Independent Property Market Report" of this Prospectus.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST (Cont'd)

11.7.6 Declaration by Knight Frank Malaysia Sdn Bhd

Knight Frank Malaysia Sdn Bhd acted as (i) the Independent Property Valuer to the Manager in respect of the valuations of the Subject Properties for the Acquisitions and (ii) the Independent Property Valuer to the Sponsor in respect of the valuations of the Subject Properties for the Disposals.

Knight Frank Malaysia Sdn Bhd confirms that as at the LPD, it is not aware of any circumstances which would or is likely to exist which would give rise to a possible conflict of interest in its capacity as (i) the Independent Property Valuer in relation to the Acquisitions; and (ii) the Independent Property Valuer in relation to the Disposals.

In its capacity as the Independent Property Valuer to the Manager, Knight Frank Malaysia Sdn Bhd was responsible for preparing the Valuation Certificate dated 24 October 2024 and Update Valuation Certificate dated 6 February 2025 as set out in Appendix A “Valuation Certificates” of this Prospectus, valuation reports and valuation report checklists for the respective Subject Properties which were submitted to the SC as part of the submission of the valuation reports on 25 October 2024.

11.7.7 Declaration by Newfields Advisors Sdn Bhd

Newfields Advisors Sdn Bhd confirms that as at the LPD, there is no existing or potential conflict of interest in its capacity as Financial Adviser for the Listing.

In its capacity as the Financial Adviser, Newfields Advisors Sdn Bhd was responsible for, among others, jointly advising with the Principal Adviser on the restructuring of the WCTH Group, equity and corporate structure in preparation for the Listing and on the scheme of the Listing, including the structure of the Offering (optimal public shareholding spread and Bumiputera equity requirement), pricing of the Units and valuation in relation to the Listing.

11.7.8 Declaration by AmInvestment Bank

AmInvestment Bank is a wholly-owned subsidiary of AMMB Holdings Berhad (“**AMMB**”). AMMB and its group of companies (collectively, “**AmBank Group**”) form a diversified financial group and are engaged in a wide range of businesses relating to among others, investment banking, commercial banking, private banking, brokerage, securities trading, asset and funds management as well as credit transaction services. The AmBank Group’s securities business is primarily in the areas of securities underwriting, trading and brokerage activities, foreign exchange, commodities and derivatives trade.

The AmBank Group has engaged, and may in the future engage, in transactions with and/or perform services for the WCTH Group, Paradigm REIT, the Manager and/or any of its affiliates, in addition to its role as the Joint Bookrunner for the Institutional Offering and Joint Underwriter for the Retail Offering. In addition, in the ordinary course of its businesses, any member of the AmBank Group may at any time extend services to or engage in any transaction (on its own account or otherwise) with Paradigm REIT, its unitholders and/or its affiliates and/or any other entity or person, hold long or short positions in securities issued by the WCTH Group, Paradigm REIT, the Manager and/or any of its affiliates, make investment recommendations and/or publish or express independent research views on such securities, and may trade or otherwise effect transactions for its own account or the account of its clients, in debt or equity securities or senior loans. This is a result of the businesses of the AmBank Group generally acting independent of each other and accordingly, there may be situations where parts of the AmBank Group and/or its existing or future clients, may have interests or take actions that may conflict with the interest of Paradigm REIT.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST *(Cont'd)*

As at the LPD, the AmBank Group has, in its ordinary course of business, extended credit facilities with an aggregate credit limit of RM1,106.2 million to the WCTH Group, of which RM341.0 million is outstanding. It is expected that some of the proceeds raised from the Offering by the Selling Subsidiary will be used to repay some of these credit facilities. Additionally, AmInvestment Bank is the Joint Principal Adviser, Joint Lead Arranger and Joint Lead Manager for the MTN Programme to be undertaken by Paradigm REIT.

Notwithstanding the above, AmInvestment Bank confirms that there is no conflict of interest situation that exists or is likely to exist in its roles as the Joint Bookrunner for the Institutional Offering and Joint Underwriter for the Retail Offering premised on the following:

- (i) the credit facilities were provided by the AmBank Group in its ordinary course of business, and the total outstanding amount owed by the WCTH Group from such credit facilities provided is not material when compared to the audited net assets of AmBank Group as at 31 March 2024 of approximately RM19.4 billion;
- (ii) the AmBank Group forms a diversified financial group and is engaged in a wide range of transactions as highlighted above. In addition, AmInvestment Bank is a licensed investment bank and its appointment as the Joint Bookrunner for the Institutional Offering and Joint Underwriter for the Retail Offering is in the ordinary course of its business;
- (iii) the credit facilities were not determined in contemplation of and are not conditional upon AmInvestment Bank being appointed as the Joint Bookrunner for the Institutional Offering and Joint Underwriter for the Retail Offering; and
- (iv) each of the entities and departments of the AmBank Group are also subject to internal controls and checks, which regulate the sharing of information between the entities and departments. Additionally, each department and entities within the AmBank Group has separate and distinct operations and decisions are made independent of each other. In addition, the conduct of AmInvestment Bank is regulated by Bank Negara Malaysia.

11.7.9 Declaration by CGS

CGS confirms that as at the LPD, it is not aware of any circumstances which would or is likely to exist which would give rise to a possible conflict of interest in its capacity as the Joint Bookrunner for the Institutional Offering and Joint Underwriter for the Retail Offering.

11. CORPORATE GOVERNANCE, RELATED PARTY TRANSACTIONS AND CONFLICT OF INTEREST *(Cont'd)*

11.7.10 Declaration by RHB IB

RHB IB and its related and associated companies ("**RHB Banking Group**"), form a diversified financial group and engage in private banking, commercial banking and investment banking transactions which include, among others, brokerage, securities trading, assets and fund management as well as credit transaction services. The RHB Banking Group has engaged and may in the future engage in transactions with and perform services for WCTH and their related and associated companies ("**WCTH Group**"), Paradigm REIT, the Manager and/or any of its affiliates ("**Manager's Group**") (both WCTH Group and Manager's Group known as "**Group**"), in addition to the roles set out in the Prospectus. In addition, any member of the RHB Banking Group may at any time, in the ordinary course of business, offer to provide its services or to engage in any transaction (on its own account or otherwise) with any member of the Group, its shareholders, its affiliates and/or any other entity or person, hold long or short positions in securities issued by the Group, and may trade or otherwise effect transactions for its own account or the account of its customers in debt or equity securities or senior loans of any member of the Group. This is a result of the businesses of the RHB Banking Group generally acting independently of each other and accordingly, there may be situations where parts of the RHB Banking Group and/or its customers now have or in the future, may have interest or take actions that may conflict with the interests of the Group. For the avoidance of doubt, member of the RHB Banking Group may also bid for the Units to be offered under the Institutional Offering.

As at the LPD, the RHB Banking Group, has extended credit facilities with a limit of RM442.2 million to the Group in its ordinary course of business. None of the proceeds raised from the Offering will be used to repay the borrowings owing to the RHB Banking Group. The credit facilities granted to the Group do not impose any conditions in relation to the Institutional Offering.

Notwithstanding the above, RHB IB is of the view that the abovementioned does not give rise to a conflict of interest situation in its capacity as the Joint Bookrunner for the Institutional Offering due to the following:

- (i) RHB IB is a licensed investment bank and its appointment as the Joint Bookrunner for the Institutional Offering is in the ordinary course of its business and RHB IB does not receive or derive any financial interest or benefits save for the professional fees received in relation to its appointment as the Joint Bookrunner for the Institutional Offering;
- (ii) the credit facilities provided by the RHB Banking Group is on an arm's length basis and is in its ordinary course of business and is not conditional upon RHB IB being appointed as the Joint Bookrunner for the Institutional Offering or upon any other proposal(s) being undertaken by any entity(ies) within the RHB Banking Group;
- (iii) the team in-charge of the Institutional Offering in the RHB Banking Group is independent from the team handling the credit facilities; and
- (iv) the conduct of the RHB Banking Group in its banking businesses is strictly regulated by the Financial Services Act 2013, Islamic Financial Services Act 2013 the Capital Markets and Services Act 2007 and its own internal controls and checks which include segregation of reporting structures, in that its activities are monitored and reviewed by independent parties and committees.

Accordingly, RHB IB confirm that it is not aware of any circumstance that exists or is likely to exist to give rise to a conflict of interest situation in its capacity as the Joint Bookrunner for the Institutional Offering.

12. APPROVALS, CONDITIONS, WAIVERS AND VARIATIONS

12.1 APPROVALS AND CONDITIONS

12.1.1 The SC has, via its letter dated 3 March 2025, approved, among others, the following:

- (i) establishment and listing of Paradigm REIT on the Main Market under Section 214(1) of the CMSA, subject to the terms and conditions as contained in Section 12.1.1.1 “Terms” and Section 12.1.1.2 “Conditions” of this Prospectus;
- (ii) appointment of the Manager as the management company of Paradigm REIT under Section 289(2) of the CMSA, subject to the conditions as contained in Section 12.1.1.2 “Conditions” of this Prospectus; and
- (iii) application under the Bumiputera equity requirement for public listed companies pursuant to the establishment and listing of Paradigm REIT on the Main Market, subject to the following terms and conditions.

12.1.1.1 Terms

- (a) Establishment of Paradigm REIT with an initial fund size of 1,600,000,000 Units.
- (b) Acquisitions by Paradigm REIT for a total purchase consideration of RM2,437 million to be satisfied through:
 - (1) the issuance of 1,600,000,000 Consideration Units at an issue price of RM1.00 per Consideration Unit, to be credited as fully paid-up; and
 - (2) cash consideration of RM837 million, to be funded from the issuance of the MTNs issued under the MTN Programme,

of the following properties:

Property	Vendor	Purchase consideration (RM'000)	Mode of settlement	
			Consideration Unit (RM'000)	Cash Consideration (RM'000)
Bukit Tinggi Shopping Centre	GWSB	680,000	350,000	330,000
Paradigm Mall PJ	JPSB	600,000	230,000	370,000
Paradigm Mall JB	WCTHJ	1,157,000	1,020,000	137,000
		2,437,000	1,600,000	837,000

- (c) The Offering, subject to clawback and reallocation provisions, comprising the following:
 - (1) Retail Offering of up to 254,657,500 Units to be allocated as follows:
 - (A) restricted offer for sale of up to 194,862,500 Restricted Offer Units to the Entitled WCTH Shareholders whose names appear on the record of the Record of Depositors of WCTH on the basis of 1 Restricted Offer Unit for every eight 8 existing Shares held on a date to be announced by WCTH;

12. APPROVALS, CONDITIONS, WAIVERS AND VARIATIONS *(Cont'd)*

(B) up to 27,795,000 Units to the Eligible Directors and Employees; and

(C) 32,000,000 Units for application by Malaysian Public, of which 16,000,000 Units are reserved for application by the Bumiputera public investor via balloting.

The Restricted Offering is non-renounceable and non-tradeable. The Entitled WCTH Shareholders may fully or partially subscribe to the Restricted Offering.

(2) Institutional Offering of at least 305,342,500 Units to Malaysian institutional investors and selected investors comprising the following:

(A) 200,000,000 Units to Bumiputera investors approved by the MITI; and

(B) 105,342,500 Units to institutional investors and selected investors.

(d) Listing of and quotation for 1,600,000,000 Units on the Main Market of Bursa Securities.

12.1.1.2 **Conditions**

(a) The Manager to get an approval from the SC for it to be licensed for fund management in relation to asset management, restricted to REITs;

(b) The Manager or Maybank IB to submit an operational audit report on Paradigm REIT's operations to the SC within 6 months after Paradigm REIT is listed. The appointment of the external auditor and scope of work shall be subject to SC's clearance;

(c) Paradigm REIT to allocate Units equivalent to 12.5% of its enlarged number of issued Units to Bumiputera investors to be approved by the MITI in conjunction with the Listing; and

(d) Paradigm REIT to make available at least 50% of the Units offered to the Malaysian public investors via balloting to Bumiputera public investors.

12.1.2 The Authorisation and Licensing Department of the SC has, via its letter dated 4 March 2025, conditionally approved the Manager's application for a Capital Markets Services Licence for the regulated activity of fund management in relation to asset management restricted to REIT ("**CMSL**"), subject to, among others, the following:

(i) PRMSB must satisfy the following within 6 months from 4 March 2025:

(a) to appoint a licensed director;

(b) to appoint a chief executive;

(c) to appoint a responsible person for compliance; and

(d) to appoint at least 2 licensed representatives;

(ii) no adverse findings against the Manager, its controllers, directors, key personnel, responsible person for compliance, proposed licensed representatives and company secretaries from the vetting conducted;

12. APPROVALS, CONDITIONS, WAIVERS AND VARIATIONS (Cont'd)

- (iii) upon license issuance, the Manager is to undertake the following mitigating measures as long as the conflict of interest among common major unitholder / shareholder of WCTH and Pavilion REIT and common directors of WCTH and Pavilion Manager exists:
 - (a) none of the member of the board of directors and key management of the Manager shall hold concurrent positions on the board of directors and key management of Pavilion Manager;
 - (b) the majority of the members of the board of directors of the Manager shall comprise independent non-executive directors; and
 - (c) all members of the board of directors of the Manager shall not be:
 - (1) a person connected (as defined under the Listing Requirements) to major unitholder / shareholder of Pavilion REIT and/or WCTH; or
 - (2) a common director of the Manager, WCTH and/or Pavilion Manager;
- (iv) pursuant to paragraph 5.14 of the Guidelines on Corporate Governance for Capital Market Intermediaries, the Manager must have in place adequate policies and procedures in addressing any potential conflict of interest, including but not limited to identifying, managing and mitigating such conflicts;
- (v) post commencement of business, the Manager is required to conduct on-going assessment of its documented framework, policies and procedures to ensure it remains relevant and effective to its business size and operations; and
- (vi) upon license issuance, the Manager is to execute its business plan as presented in the application for the CMSL including the planned board composition and hiring plans, and ensure its policies and procedures are in line with applicable laws, regulations and guidelines at all times.

The SC has further, via its letter dated 10 March 2025, granted the CMSL to the Manager, and the Capital Markets Services Representative's Licence for the regulated activity of fund management in relation to asset management restricted to REIT to Chua Kah Noi Selena and Chong Kian Fah.

- 12.1.3 Bursa Securities has, via its letter dated 14 April 2025, approved the admission of Paradigm REIT to the Official List of the Main Market and for the listing of and quotation for the 1,600.0 million Units. In addition, Bursa Securities has via the same letter approved the issuance of up to 20.0 million Units as payment of Management Fee to the Manager on a staggered basis over a period of 5 years in accordance with the terms and formula set out in the Deed together with the listing of and quotation for such 20.0 million Units. The conditions imposed by Bursa Securities and the status of compliance are as follows:

Details of conditions imposed	Status of compliance
(i) Make the relevant announcements pursuant to Paragraphs 8.1 and 8.2 of Practice Note 21 of the Listing Requirements. In this respect, Paradigm REIT is advised to include the Stock Code, Stock Short Name and ISIN Code upon making the announcement on timetable for Offering;	To be complied.

12. APPROVALS, CONDITIONS, WAIVERS AND VARIATIONS (Cont'd)

Details of conditions imposed	Status of compliance
(ii) To furnish Bursa Securities with a confirmation of compliance with Paragraph 2.2(b)(ii)(aa) of Practice Note 5 of the Listing Requirements by all the Directors at least 2 market days prior to the date of Listing, together with copy of the Mandatory Accreditation Programme certificate; and	To be complied.
(iii) To furnish Bursa Securities on the first day of Listing a copy of the schedule of distribution showing compliance with the unit spread requirements based on the entire issued Units of Paradigm REIT.	To be complied.

12.1.4 The MITI has, via its letter dated 5 February 2025, approved the Manager's application for the issue of units to fulfil the Bumiputera equity requirement for purposes of the Listing.

12.2 RELIEFS AND WAIVERS

12.2.1 The SC has, via its letter dated 10 October 2024, approved the Manager's application for the following reliefs in respect of the CIS Prospectus Guidelines and the Asset Valuation Guidelines, and the conditions imposed by the SC as well as the status of compliance are as follows:

Guidelines	Description	Details of condition imposed	Status of compliance
CIS Prospectus Guidelines			
Paragraph 12.06(b) of Part II of the CIS Prospectus Guidelines	Disclosure of individual major tenants and their corresponding percentage contribution to gross rental income For the Subject Properties, to allow disclosure of the major tenants' percentage contribution to total gross rental income on an aggregated basis together with their individual percentage of occupied NLA. For the avoidance of doubt, other disclosure requirements under Paragraph 12.06(b) of Part II of the CIS Prospectus Guidelines will be complied with.	Nil	Not applicable.

12. APPROVALS, CONDITIONS, WAIVERS AND VARIATIONS (Cont'd)

Guidelines	Description	Details of condition imposed	Status of compliance
<u>Asset Valuation Guidelines</u>			
Paragraphs 4.12(e)(i) and 5.14(h) of the Asset Valuation Guidelines	<p>Disclosure of a schedule showing details of existing tenancies in the valuation reports of the Subject Properties</p> <p>(I) For the Subject Properties, to allow the issuance of valuation reports and certificates without detailing the rental rates by tenant and the name of the lessee; and</p> <p>(II) For the Subject Properties, to allow the disclosure of only the average rental rate per square foot and aggregated rental by floor together with the lot number, lettable area and tenancy terms for the respective lots in the valuation report.</p> <p>For the avoidance of doubt, other disclosure requirements under Paragraphs 4.12(e)(i) and 5.14(h) of the Asset Valuation Guidelines will be complied with.</p>	<p>Nil</p> <p>Nil</p>	<p>Not applicable.</p> <p>Not applicable.</p>

12. APPROVALS, CONDITIONS, WAIVERS AND VARIATIONS (Cont'd)

- 12.2.2 The SC has further, via its letter dated 3 March 2025, approved the Manager's application for the following relief in respect of the CIS Prospectus Guidelines, and the conditions imposed by the SC as well as the status of compliance are as follows:

Guidelines	Description	Details of condition imposed	Status of compliance
<u>CIS Prospectus Guidelines</u>			
Paragraphs 3.04(h) and 3.04(j) of Part VI of the CIS Prospectus Guidelines	Submission of the programme agreement in respect of the MTN Programme and the Underwriting Agreement To allow the programme agreement in respect of the MTN Programme and the Underwriting Agreement not to be submitted as part of the Prospectus for registration in compliance with Paragraph 3.01 of Part VI of the CIS Prospectus Guidelines, but to be submitted to the SC in compliance with Paragraphs 3.07 and 3.10(b) of Part VI of the CIS Prospectus Guidelines after obtaining the SC's approval for the Proposals, at least 14 business days prior to the intended date of registration of the Prospectus.	Nil	Not applicable.

- 12.2.3 The SC has further, via its letter dated 3 March 2025, approved the Manager's application for the following relief in respect of the REIT Guidelines, and the conditions imposed by the SC as well as the status of compliance are as follows:

Guidelines	Description	Details of condition imposed	Status of compliance
<u>REIT Guidelines</u>			
Paragraph 12.10(a) of the REIT Guidelines	To allow the placement of units under the Institutional Offering to EPF, being a connected party to WCTH, by virtue of EPF being a joint venture partner of WCTL	Nil	Not applicable.

13. OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN MALAYSIA

13.1 OVERVIEW OF REGULATION OF REITS IN MALAYSIA

In Malaysia, REITs are governed and regulated by the SC and in addition, a listed REIT would also be subject to the purview of Bursa Securities. The SC is empowered to ensure compliance with the CMSA, the REIT Guidelines, the Guidelines on the Registration and Conduct of Capital Market Services Providers ("**Capital Market Services Providers Guidelines**"), the Guidelines on Conduct for Capital Market Intermediaries ("**Conduct Guidelines**"), the Guidelines on Corporate Governance for Capital Market Intermediaries ("**Corporate Governance Guidelines**") and the Rules on Take-Overs while Bursa Securities is empowered to ensure the compliance of the listed REITs with the relevant sections of the Listing Requirements. The appointments of the management company and the trustee are subject to the approval of the SC. The CMSA, the REIT Guidelines and the Listing Requirements serve to govern the operation and administration of REITs, the Capital Market Services Provider Guidelines serve to set out the requirements for the registration and conduct of the trustee, the Conduct Guidelines and the Corporate Governance Guidelines serve to set out the business conduct and corporate governance of a management company, and together with the Rules on Take-Overs serve to protect the interest of unitholders and to facilitate an orderly development of REITs. The trustee and the management company, including their officers and directors, must comply with the following laws, guidelines and requirement, whichever applicable:

- (i) CMSA;
- (ii) REIT Guidelines;
- (iii) Listing Requirements;
- (iv) Capital Market Services Providers Guidelines;
- (v) Conduct Guidelines;
- (vi) Corporate Governance Guidelines;
- (vii) Rules on Take-Overs; and
- (viii) all other Relevant Laws and Requirements.

13.1.1 Under the CMSA and/or the REIT Guidelines:

- (i) **Management company** – A management company must, among others, be an entity incorporated in Malaysia and hold a Capital Markets Services Licence ("**CMSL**") for the regulated activity of fund management in relation to asset management restricted to REITs and be approved by the SC. The REIT Guidelines contain provisions on foreign investments, composition of the board of directors (including independent members), appointment of key personnel which consists of a designated person responsible for the real estate portfolio management of the REITs and compliance officer, property manager as well as roles and responsibilities of a management company.
- (ii) **Trustee** – A trustee is also obliged by the CMSA to notify the SC as soon as practicable of any irregularity, any breach of the provisions or covenants of the trust deed and/or any contravention of CMSA or any inconsistency between the disclosures in the prospectus and the provisions or covenants of the trust deed, which is in the trustee's opinion, may indicate that the interests of unitholders are not being served.

13. OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN MALAYSIA (Cont'd)

- (iii) **Investment of the REIT** – The REIT Guidelines set out the investment perimeters of REITs in Malaysia including, among other, permissible investments by the REITs, the requirements and restrictions on investments and activities (in which at least 75.0% of a REIT's total asset value must be invested in real estate that generates recurrent rental income at all times) and the level of borrowings or financing facilities (which must not exceed 50.0% of the total asset value of the REITs at the time of the borrowings or financing facilities, or deferred payment arrangements incurred).
- (iv) **Valuation** – Valuations of real estate in a listed REITs portfolio must be carried out at least once a financial year. The REIT Guidelines also governs the valuation of Real Estate and Non-Real Estate Assets, appointment of a valuer and preparation of the valuation report, regulatory parameters on valuation of real estate and announcement/publication of NAV per unit of REIT.
- (v) **Fees** – The REIT Guidelines contain provisions for the remuneration of the management company, remuneration of the trustee and other expenses of the REITs. The management company and the trustee may only be remunerated by way of an annual fee charged to REITs, and the management company may charge a fee for the acquisition or disposal of real estate by the REITs (provided that it has clear justification for each type of fees payable to the management company), which must be permitted by the trust deed and clearly disclosed in the prospectus and only expenses (or part thereof) directly related and necessary in operating and administering the REITs may be paid out of the REITs including, but not limited to, the maintenance of real estate belonging to the REITs, taxes and other duties charged on the REITs by the government and other authorities, fees for the valuation of any investment of the REITs and listing expenses for listing on the stock exchange.
- (vi) **Issue of securities by a REIT** – Any issue of new units by a REIT is subject to approval by the unitholders and, where relevant, the prior approval of the SC.
- (vii) **Operational matters** – The chapter on operational matters in the REIT Guidelines is in relation to the issues such as the register of unitholders, the branch register of unitholders outside Malaysia, distribution of income, rebates and soft commission, creation and cancellation of units, termination of REITs, transfer schemes, unitholders' meetings, notice of meetings, voting rights at meetings, chairperson of meetings, quorum at meetings, corporate governance principles and best industry standards for all activities conducted in relation to the REITs.

13.1.2 Under the Listing Requirements:

In addition to the prescribing the admission procedures and requirements for the admission and listing of a REIT on the Main Market, the Listing Requirements also prescribe the following:

- (i) **Board of directors of the management company** – The board of directors of the **management** company must have at least 2 independent directors or maintaining a minimum ratio of at least 1/3 independent directors, whichever is higher at all times;
- (ii) **General meetings** – The trust deed of a listed REIT is required to be in compliance with the Listing Requirements in relation to notice, proxies and voting rights of the unitholders;
- (iii) **Continuing listing obligation** – The chapter on continuing listing obligations cover the unitholding spread requirement of a listed REIT of at least 25.0% of the total number of listed units to be held by a minimum number of 1,000 public unitholders holding not less than 100 units each;

13. OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN MALAYSIA (Cont'd)

- (iv) **Continuing disclosure** – The chapter on continuing disclosure requirements sets out the disclosure policy of Bursa Securities with a listed REIT is required to adhere to, immediate disclosure of any material information, preparation of announcements, financial statements and reports, and consequences for failure to comply;
- (v) **Issue of securities by a REIT** – Any issuance of new units by a REIT is subject to approval by the unitholders and approval of Bursa Securities; and
- (vi) **Transactions** – A REIT undertaking an acquisition or disposal of real estate from non-related parties and related parties are subject to the requirements set out in the Listing Requirements.

13.1.3 Under the Capital Market Services Providers Guidelines:

- (i) **The trustee** – The requirements of a trustee include, among other things, that it must be a trust company registered under the Trust Companies Act 1949 or incorporated under the Public Trust Corporation Act 1995, be registered with the SC, have a minimum issued and paid-up capital of not less than RM500,000 and minimum shareholders' funds of RM1 million at all times, have adequate human resources with the necessary qualification, expertise, and experience and have adequate and appropriate systems, procedures and processes, to carry out its duties and responsibilities.
- (ii) **Delegation and outsourcing** – A trustee may delegate and outsource its functions to third parties. Nonetheless, this does not relieve a trustee from its responsibilities. When delegation takes place, it is the duty of the trustee to ensure that adequate procedures are in place and that the trust deed, prospectus, guidelines and securities laws are complied with. Note also that the delegation of a management company's function requires notification to the SC in writing.

13.1.4 Under the Conduct Guidelines and/or Corporate Governance Guidelines:

- (i) **Minimum standards of conduct** – A management company and its representatives must act with honesty and fairness, exercise reasonable care, skill and diligence when carrying on its capital market related services, use their best endeavours to identify and avoid any actual or potential conflict of interest, have proper safeguards in place to protect its clients' assets and information and at all times promote open and effective communication with its clients and regulators. The board of directors and senior management of a management company must, where applicable, establish, implement and maintain effective controls, policies and procedures for ensuring compliance with the minimum standards of conduct.
- (ii) **Board of directors** – The appointment of the directors of a management company shall have due regard to any actual or potential conflicts of interest arising from the appointment and his standing with any relevant regulator. The board of a management company must comprise individuals with appropriate mix of skills, knowledge, experience and independence that fit the objectives and strategic goals of the management company. The board of a management company must meet regularly to, among others, review the business operation and management of the management company, monitor the financial and non-financial performance of the management company and deliberate on strategic issues. The board of a management company must ensure that it has policies and processes to mitigate, manage and address actual and potential conflicts of interest situation that may arise including any transaction, procedure or course of conduct that raises questions of management integrity.

13. OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN MALAYSIA (Cont'd)

- (iii) **Senior management** – The senior management of a management company must, among others, understand the nature of the business of the management company, establish a management structure that promotes accountability and transparency across the operations of a management company and preserves the effectiveness and independence of control function and promote a corporate culture which reinforces, among others, ethical prudent and professional behaviour honesty fairness, trust and high performance.
- (iv) **Risk management, compliance and internal audit** – The board of a management company must determine its risk appetite and tolerance, including the nature and extent of the material risks, which the board of a management company is willing to take in achieving its strategic objectives. The board of a management company must ensure that the management company's risk governance framework, supported by appropriate policies, control procedures and processes commensurate with the management company's size, complexity and risk profile. The board of a CMSL holder must review and approve the internal audit charter that defines the remit for the internal audit function, including its purpose, authority and responsibility.

13.1.5 Under the Rules on Take-Overs:

The Rules on Take-Overs applies to REITs that are listed on Bursa Securities. Under the Rules on Take-Overs, any person acquiring an interest, either individually or with parties in concert, in more than 33.0% of the Units (being voting units in Paradigm REIT) is required to extend a mandatory offer for the remaining Units in accordance with the Rules on Take-Overs, unless otherwise exempted. A take-over offer is also required to be made if a person holding more than 33.0% but not more than 50.0% of the Units, either individually or with parties acting in concert, acquires more than 2.0% of the Units in any 6-month period under the Rules on Take-Overs, unless otherwise exempted.

As a result, acquisitions of Units which may result in a change in control of Paradigm REIT will be subject to the provisions of the Rules on Take-Overs, such as a requirement to make a mandatory offer for Units.

13.2 OVERVIEW OF LAND LAW

13.2.1 The Land System

In Malaysia, land law is based on the Torrens system of South Australia which operates on the principle of "title by registration". Notwithstanding the adoption of Torrens system in Malaysia, some lands in the state of Penang and Malacca are still governed by the deed system. The National Land Code (Penang and Malacca Titles) Act 1963 ("**NLC**") was thus enacted to govern such lands and to convert the deed system in Penang and Malacca to the Torrens system used under the National Land Code (Revised 2020) ("**NLC**").

Pursuant to the Federal Constitution of Malaysia ("**Constitution**"), land matters generally lie within the jurisdiction of the state governments. However, the Constitution specifically provides for federal legislation in such matters for the purposes of ensuring uniformity of law and policy in various aspects of land matters which are not exercisable with regard to the states of Sabah and Sarawak.

13. OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN MALAYSIA (Cont'd)

The following are the primary pieces of legislation governing land law in Malaysia, the operation of which is supplemented by various subsidiary legislations such as the various state land enactments and ordinances which are in force in the respective states in Malaysia:

- (i) the NLC;
- (ii) the NLCPM;
- (iii) Strata Titles Act 1985 ("**STA**");
- (iv) Strata Management Act 2013 ("**SMA**");
- (v) Sarawak Land Code (Cap 81) ("**Sarawak Land Code**"); and
- (vi) Sabah Land Ordinance (Cap 68) ("**Sabah Land Ordinance**").

The NLC is an act which amends and consolidates the laws relating to land and land tenure, the registration of title to land and dealings therewith and the collection of revenue therefrom within the states of Johor, Kedah, Kelantan, Malacca, Negeri Sembilan, Pahang, Penang, Perak, Perlis, Selangor, Terengganu, the Federal Territory of Kuala Lumpur, the Federal Territory of Putrajaya and the Federal Territory of Labuan, and for purposes connected therewith while in the states of Sabah and Sarawak, the respective Sabah Land Ordinance and Sarawak Land Code apply.

The rest of the Section 14.2 of this Prospectus will cover land law applicable to the states in Peninsular Malaysia and the Federal Territories of Malaysia.

The NLCPM was enacted to provide for the conversion of the system of registration of deeds practiced prior to 1966 to the Torrens system.

The STA is an act to facilitate the subdivision of buildings or lands into parcels and the issuance of separate strata titles in relation to the same within Peninsular Malaysia and the Federal Territories and the disposition of titles thereto for the purposes connected therewith.

The SMA is an act which provides for the proper maintenance and management of buildings and common property within Peninsular Malaysia and the Federal Territories and for matters incidental thereto.

The NLC expressly provides that it shall not (unless expressly provided to the contrary) affect the provisions of:

- (i) any law relating to customary tenure;
- (ii) any law relating to Malay reservations or Malay holdings;
- (iii) any law relating to mining;
- (iv) any law relating to sultanate lands;
- (v) any law relating to wakaf (relating to the endowment of property for religious and/or public purposes in accordance with Islamic teachings) or baitulmal (an Islamic non-profit financial organisation providing benefits to community members and organisations);
- (vi) the Terengganu Settlement Enactment 1356;
- (vii) the Padi Cultivators (Control of Rent and Security of Tenure) Act 1967;

13. OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN MALAYSIA (Cont'd)

- (viii) the Kelantan Land Settlement Act 1955;
- (ix) the Land (Group Settlement Areas) Act 1960;
- (x) the Perlis Land Settlement Enactment 1966; and
- (xi) any law for the time being in force relating to exemptions from the payment of land revenue.

13.2.2 Indefeasibility of Title

Pursuant to the NLC, a person will obtain an indefeasible title to or interest in the land after his/her proprietorship to or interest in land is being registered on the document of title. However, the indefeasibility of the title can be defeated under those circumstances as provided in Section 340(2) of the NLC, which include fraud, misrepresentation or forgery, or where the registration of title or interest is obtained by the use of an insufficient or void instrument or where the title or interest is unlawfully acquired.

13.2.3 Powers of the State Authority

The State Authority is vested with the entire property in all state lands under the NLC. Pursuant to the NLC, "State Authority" refers to the Ruler or Governor of the state, as the case may be, and "state land" refers to all land in the state (including so much of the bed of any river, and of the foreshore and the bed of the sea, as is within the territories of the state or the limits of territorial waters) other than land that has already been alienated or reserved (whether as forest or otherwise) or mining land.

Under the NLC, the State Authority has power to alienate land for either:

- (i) a term not exceeding 99 years (commonly referred to as leasehold); or
- (ii) in perpetuity (commonly referred to as freehold).

The power to alienate land by the State Authority is the most common method of disposal of land. The alienation of land by the State Authority is subject to certain conditions such as:

- (i) payment of annual rent;
- (ii) payment of premium (which is subject to exemption by the State Authority);
- (iii) category of land use; and
- (iv) such conditions and restrictions in interest which may be imposed by the State Authority.

Unless an application is made to the State Authority for the extension of the term and such application is approved by the State Authority usually upon the payment of a premium, land alienated for a term not exceeding 99 years shall upon the expiry of such term revert to the State Authority.

In addition to the power to alienate land, the State Authority also has the power to:

- (i) reserve land and grant leases of reserve land for a specific purpose not exceeding 21 years;
- (ii) permit temporary occupation of land;
- (iii) permit the extraction and removal of rock material from land;

- (iv) permit the use of air space on or above land; and
- (v) dispose of underground land.

13.2.4 Categories of Land Use

Land in Malaysia is divided into 3 general categories of land use, namely agricultural, industrial and building. The category of land use is endorsed on the documents of title issued in respect of those land alienated by the State Authority pursuant to the NLC.

However, on approving the alienation of land, the State Authority may, if it is satisfied that the imposition of express conditions could better control the use of the land, direct that no category of land use be endorsed on the document of title.

An application may be made to the State Authority by the proprietor of any alienated land for the alteration of any category of land use to which the land is for the time being subject, or where it is not so subject, for the imposition of any category.

Each category of land use is subject to implied conditions as more particularly set out in the NLC. Additionally, specific uses may be specified in the documents of title to land. Failure to comply with express or implied conditions of land use may result in the forfeiture of land by the State Authority.

13.2.5 Dealings in Land

The NLC governs dealings in land and interest in land (which in the context of the NLC includes a registered lease, charge or easement as well as a statutory lien or a tenancy exempt from registration created in respect thereof). Dealings under the NLC may be divided into:

- (i) dealings capable of registration which are transfers, charges, leases and easements; and
- (ii) dealings not capable of registration which are tenancies exempt from registration and statutory liens which are protected by way of an endorsement and the entry of a lien-holder's caveat.

In Malaysia, no instrument effecting any dealing with respect to alienated lands and/or interests therein shall be effective until such instrument has been duly registered.

13.2.6 Restrictions in Interest

Restrictions in interest are restrictions expressly endorsed on the document of title to the land which limits the powers of the registered proprietor to deal with the land. An example of such a restriction is the restriction to transfer, charge or lease the land unless the prior consent of the State Authority has been obtained. It is common to find such restrictions in interest endorsed on the documents of title to lands alienated by the State Authority for the terms not exceeding 99 years as opposed to lands alienated by the State Authority in perpetuity. As restrictions in interest imposed on the document of title to the land binds the land, the restrictions therefore bind the owner(s) (whether present or future) of the land.

In the case of a property held or to be held under a strata title, where there is a restriction in interest endorsed on the document of title to the master land, such restriction will also apply to such property, whether or not the separate strata title to such property has been issued.

13.2.7 Restraints on Dealings

Restraints on dealings include the following:

(i) Private caveats

Private caveat is one of the restraints on dealings under the NLC. A person claiming title to or any registrable interest in any alienated land or any right to such title or interest may lodge a private caveat to protect this title or interest in such alienated land. Under the NLC, a non-citizen or foreign company is required to obtain the prior approval of the State Authority before lodging a private caveat.

Once a private caveat is lodged, the registered proprietor may not register or endorse any dealing on the document of title to his land without first removing such private caveat or first obtaining the consent in writing of the person who lodged such private caveat. However, the private caveat will not prevent any dealing made by the registered proprietor, the application for the registration or endorsement of which is made by the registered proprietor before the lodgement of such private caveat.

An application may be made to the Registrar of Titles/Land Administrator or the court by a registered proprietor (or any aggrieved person or body) for the removal of the private caveat. A private caveat will expire 6 years from the time of the lodgement of the same, unless earlier withdrawn or removed by the person who lodged such private caveat, the Registrar of Titles/Land Administrator or the court.

(ii) Trust caveat

A trust caveat is another type of restraint of dealing under the NLC and has the same legal effect as a private caveat. However, a trust caveat may only be lodged by a trustee, a beneficiary or any person or body by whom any land or interest is first transferred to trustees. A trust caveat will continue in force until it is cancelled by the Registrar of Titles/Land Administrator on an application made by the trustees for the time being and all person and bodies beneficially entitled under the trust.

(iii) Prohibitory orders

Pursuant to the NLC, "prohibitory order" means where land or an interest in land held by a judgment-debtor is to be sold in execution proceedings, an order made pursuant to rules of court by a court of competent jurisdiction prohibiting the judgment-debtor from effecting any dealing therewith or from effecting such dealing therewith as may be specified in the order.

A prohibitory order will take effect once it has been entered by the land registrar and endorsed on the document of title. The order will prohibit the following endorsement or entry:

- (a) any instrument of dealing executed by or on behalf of the proprietor save and except for any certificate of sale relating thereto;
- (b) any claim to the benefit of any tenancy exempt from registration granted by the proprietor; and
- (c) any lien-holder's caveat.

13. OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN MALAYSIA (Cont'd)

However, a prohibitory order will not prohibit the registration, endorsement or entry of any instrument, claim or lien-holder's caveat where the instrument was presented, or the application for endorsement or entry received, prior to the time from which the order takes effect.

13.2.8 Malay reserve land and customary land

The Malay Reservation Enactments of the respective states in Malaysia were enacted to secure and protect the Malays' interest in lands reserved for Malays by prohibiting the disposition of such lands by the state and the dealings by the registered proprietors in favour of non-Malays. Any disposal, dealing or attempt to dispose of or deal in Malay reserve land in contravention of the respective Malay Reservation Enactments will be rendered null and void and no action for breach of contract shall be maintained in respect of such disposal or dealing.

The present Malay Reservation Enactments have adopted the policy of providing for exceptions to the prohibition by permitting disposals by the State Authority and dealings by the registered proprietors in favour of certain specified persons and bodies with the approval of the ruler of the state in council of the respective states.

In the same manner, customary land such as those in the state of Malacca, shall only be transferred, charged, leased or transmitted to a Malay pursuant to NLCPM.

13.2.9 Charges

It is common for a financier to require an obligor to create a charge over the land or a lease of land of the obligor in favour of the financier as a security for the financing provided.

A registered proprietor's or registered lessee's power to charge the land or the lease, as the case may be, is subject to any prohibition or limitation imposed by the NLC or any other written law for the time being in force, any restrictions in interest to which the land in question is for the time being subject and in relation to leases, the provision thereof, express or implied.

Every charge created under the NLC shall take effect upon registration so as to render the land or lease in question liable as security in accordance with the provisions thereof, express or implied.

A chargee is required to comply with the NLC when enforcing the charge to obtain a sale of the land or lease to which the charge relates in the event of a breach by the obligor. The chargee is required, among other things, to serve a default notice in the form as prescribed by the NLC and apply to the court or the land office administrator, as the case may be, for an order for sale. Upon the registration of any certificate of sale given to a purchaser in respect of a charged land or lease, the title or interest of the registered proprietor/charger shall pass to and vest in the purchaser, free and discharged from all liabilities under the charge in question and any charge subsequent thereto.

13.2.10 Leases and Tenancies

Under the NLC, tenancies may be granted for terms not exceeding 3 years. There is no registration requirement for tenancies under the NLC but the interest of a tenant under a tenancy exempt from registration can be protected by way of an endorsement on the document of title to the land.

13. OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN MALAYSIA (Cont'd)

The proprietor of any alienated land may grant leases of the whole or any part of the land. A lease granted under the NLC must be more than 3 years and maximum term for which any lease may be so granted shall be:

- (i) 99 years if it relates to the whole of the land; or
- (ii) 30 years if it relates to a part only thereof.

The lease granted is required to be registered with the relevant land registry or land office in order to vest in the lessee the interest in respect of the said lease.

13.2.11 Sale and Purchase of Real Property

The sale and purchase of real property in Malaysia may be completed by way of transfer or legal assignment. Any transfer of a property with a separate document of title is effected by registration of an instrument of transfer in a format prescribed under the NLC at the relevant land registry or land office. For a property without a separate document of title having been issued, transfer of beneficial ownership of the property is made by way of a legal assignment in favour of a new purchaser of all the rights, interests and title in respect of the property under the principal sale and purchase agreement (made between the original proprietor of the land and/or the developer (as the seller) and the first purchaser).

13.2.12 Properties held under Strata Titles

- (i) Under the STA, the following building or land shall be capable of being subdivided into parcels each of which is to be held under a strata title or an accessory parcel:
 - (a) any building having two (2) or more storeys on alienated land held as one (1) lot under final title and any land on the same lot; and
 - (b) any alienated land having two (2) or more buildings held as one (1) lot under final title.

Where the original proprietor of a building has sold or agreed to sell any parcel comprised in the aforesaid building to any person, it shall be compulsory for the original proprietor to apply for an individual strata title to the parcel within the period stipulated in the STA.

- (ii) The establishment and functions of the joint management body (“**JMB**”), the management corporation (“**MC**”) and the subsidiary management corporation (“**Sub-MC**”) for the purpose of managing and maintaining the common properties and the limited common properties of those buildings constructed on the land situated within West Malaysia and the Federal Territory of Labuan have been provided for in the SMA and Strata Management (Maintenance and Management) Regulations 2015 (“**SM Regulations**”).

(a) **JMB**

Pursuant to the SMA, the JMB shall be established consisting of the developer and the purchasers upon the convening of the first annual general meeting of the JMB. Upon its establishment, the JMB is responsible for the maintenance and management of the common property. In the event the MC comes into existence before the first annual general meeting of the JMB is convened, the first annual general meeting shall not be required to be convened and no JMB shall be established for that development area and the provisions on MC shall apply to the development area.

Pending the establishment of the JMB, the developer shall be responsible for the maintenance and management of the common property.

The JMB shall elect a joint management committee, which shall consist of such number of persons as the joint management committee may determine in a general meeting but in any case, not less than 3 and not more than 14 natural persons to perform the duties of the JMB, conduct the business of the JMB on its behalf and for that purpose, to exercise the powers of the JMB under the SMA. The joint management committee shall include the developer.

The by-laws set out in the Third Schedule of the SM Regulations shall have effect in relation to every building or land intended for subdivision into parcels and the common property. The JMB may, by special resolution make additional by-laws, or make amendments to such additional by-laws, not inconsistent with the by-laws set out in the Third Schedule of the SM Regulations for regulating the control, management, administration, use and enjoyment of the building or land intended for subdivision into parcels and the common property.

The JMB will be deemed to be dissolved 3 months from the date of the first meeting of the MC.

(b) MC

Upon the opening of a book of the strata register in respect of a subdivided building or land, there shall come into existence the MC consisting of all the parcel proprietors including in the case of phased development, the proprietor of the provisional block or blocks. The MC shall, on coming into existence, become the proprietor of the common property and be the custodian of the issue document of title of the common property. Upon its establishment, the MC is responsible for, inter alia, the maintenance and management of the common property.

The by-laws set out in the Third Schedule of the SM Regulations shall have effect in relation to every subdivided building or land and common property. The MC may, by special resolution make additional by-laws, or make amendments to such additional by-laws, not inconsistent with the by-laws set out in the Third Schedule of the SM Regulations for regulating the control, management, administration, use and enjoyment of the subdivided building or land and the common property.

(c) Sub-MC

The MC may designate limited common property and create 1 or more Sub-MC for the purpose of representing the different interests of parcel proprietors by way of comprehensive resolution conducted under the SMA.

Limited common property designated by a comprehensive resolution shall describe, identify or define the boundaries or area of the limited common property in the special plan and specify each parcel comprised in that special plan whose proprietors are entitled to the exclusive benefit of the limited common property.

The Sub-MC is established upon issuance of the certificate by the Director of Lands and Mines certifying that the Sub-MC is a body corporate constituted under the STA on the day specified in the certificate. The Sub-MC shall comprise of all the proprietors of all parcels comprised in the development area for whose exclusive benefit the limited common property is designated.

A Sub-MC shall have the same powers and duties as the MC in relation to all matters which relate solely to the limited common property designated for the exclusive benefit of all proprietors comprising the Sub-MC. After the establishment of the Sub-MC, the MC shall retain its powers and duties in matters concerning common property of the development area which is not designated as limited common property.

A Sub-MC for any limited common property may manage and maintain any common property within that same development area or any other limited common property of another Sub-MC within that development area upon such terms and conditions as may be agreed between the Sub-MC and the MC or other Sub-MC, as the case may be.

The by-laws of the MC shall apply to the limited common property managed and maintained by the Sub-MC unless the by-laws have been otherwise amended by the Sub-MC pursuant to a special resolution passed at a general meeting of the Sub-MC and in respect of any matter that relates solely to that limited common property or Sub-MC. The Sub-MC may, by special resolution make additional bylaws, or make amendments to such additional by-laws, not inconsistent with the by-laws set out in the Third Schedule of the SM Regulations relating to the limited common property designated for the exclusive benefit of all the parcels in the Sub-MC.

The proprietors who constitute the Sub-MC may call and hold meetings and pass resolutions in the same manner as proprietors constituting a MC.

13.2.13 Acquisition of Property by a Non-Citizen or Foreign Company

Pursuant to Section 433B of the NLC, a non-citizen or foreign company is not allowed to, among others, acquire any land in Malaysia unless the prior approval of the State Authority has been obtained.

Under the NLC, a foreign company means:

- (i) a company, corporation, society, association or other body incorporated outside Malaysia;
- (ii) an unincorporated society, association or other body which under the law of its place of origin may sue or be sued, or hold property in the name of the secretary or other officer of the body or association duly appointed for that purpose and which does not have its head office or principal place of business in Malaysia;
- (iii) a company incorporated under the Companies Act with 50.0% or more of its voting shares being held by a non-citizen, or by a foreign company referred to in paragraph (i) or (ii) above, or by both, at the time of the proposed acquisition of any land or any interest in land or at the time of the execution of the instrument or deed in respect of any alienated land or any interest therein, as the case may be; or

13. OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN MALAYSIA (Cont'd)

- (iv) a company incorporated under the Companies Act with 50.0% or more of its voting shares being held by a company referred to in paragraph (iii) above, or by a company referred to in paragraph (iii) above together with a non-citizen or a foreign company referred to in paragraph (i) or (ii) above, at the time of the proposed acquisition of any land or interest in land or at the time of the execution of the instrument or deed in respect of any alienated land or any interest therein, as the case may be.

Under the NLC, a non-citizen means a natural person who is not a citizen of Malaysia.

13.2.14 Guideline on the Acquisition of Properties

Pursuant to the Guideline on the Acquisition of Properties (with effect from 1 March 2014) ("**Guideline**") issued by the Economic Planning Unit within the Prime Ministers Department ("**EPU**") or any other equivalent ministry, department or unit in charge of granting the approval pursuant to the Guideline, except for residential units, the following transactions shall require the approval of EPU:

- (i) direct acquisition of property valued at RM20.0 million and above, resulting in the dilution in the ownership of property held by Bumiputra interest and/or government agency; and
- (ii) indirect acquisition of property by interests other than Bumiputera interest through acquisition of shares, resulting in a change of control of the company owned by Bumiputera interest and/or government agency, having property more than 50.0% of its total assets in value, and the said property is valued more than RM20.0 million.

In addition to the requirement that the said property must be registered in the name of a locally incorporated company, the following equity and paid-up capital conditions will be imposed on the acquiring company for the acquisitions of properties requiring prior approval of EPU as set out above:

- (i) the acquiring company must have at least 30.0% Bumiputera interest shareholdings; and
- (ii) the acquiring company must have:
 - (a) a paid-up capital of at least RM100,000.00 if the acquiring company is owned by local interests; and
 - (b) a paid-up capital of at least RM250,000.00 if the acquiring company is owned by foreign interests.

14. ADDITIONAL INFORMATION

14.1 GENERAL

- (i) No Units will be allotted or issued on the basis of this Prospectus later than 12 months after the date of this Prospectus, save for the Units to be received by the Manager as payment for its Management Fees.
- (ii) The Units will rank *pari passu* in all respects and will be entitled to all distributions that may be declared subsequent to the date of this Prospectus.
- (iii) In accordance with the Deed and REIT Guidelines, the Manager is required, on a quarterly basis, to announce the NAV per Unit to Bursa Securities. The Unitholders are able to keep track of the market price per Unit and the NAV per Unit as announced by the Manager through Bursa Securities' website at www.bursamalaysia.com.
- (iv) Paradigm REIT will also be providing the Unitholders with an annual report on its performance which will also include information on the NAV per Unit. The Manager must also give SC the annual report no later than 2 months after the end of the financial period to which the report relates.

The Unitholders can obtain information on the current developments and annual reports of Paradigm REIT from the Bursa Securities' website at www.bursamalaysia.com and Paradigm REIT's website, details of which are set out below, after the Listing.

- (v) If you require further information on Paradigm REIT, the Manager may be contacted at:

B-29-03, The Ascent, Paradigm
No. 1, Jalan SS7/26A
Kelana Jaya
47301 Petaling Jaya
Selangor Darul Ehsan
Malaysia

Telephone No. (03) 7610 3880
Email: ceo@paradigm-reit.com
Website: www.paradigm-reit.com

- (vi) Save as disclosed in this Prospectus, as at the LPD, the Directors confirm that Paradigm REIT's financial conditions and operations are not affected by any of the following factors:
 - (a) known trends, demands, commitments, events or uncertainties that have, had or that the Manager reasonably expects to have, a material favourable or unfavourable impact on Paradigm REIT's financial performance, liquidity, position and operations;
 - (b) material commitments for capital expenditure; and
 - (c) unusual, infrequent events or transactions or any significant economic changes that have materiality affected Paradigm REIT's financial conditions and operations.

14. ADDITIONAL INFORMATION (Cont'd)

14.2 MATERIAL CONTRACTS

Since Paradigm REIT's establishment up to the date of this Prospectus, the details of the material contracts entered into by Paradigm REIT (via the Trustee), not being contracts entered into in the ordinary course of business of Paradigm REIT are as follows:

- (i) the Deed dated 11 March 2025 constituting Paradigm REIT and registered with the SC on 13 March 2025, entered into between the Manager and the Trustee (on behalf of Paradigm REIT), for the benefits of the Unitholders;
- (ii) the SPA in respect of Bukit Tinggi Shopping Centre dated 13 March 2025 entered into between the Trustee (on behalf of Paradigm REIT) and GWSB for the purchase of the Bukit Tinggi Shopping Centre for a purchase consideration of RM680,000,000;
- (iii) the SPA in respect of Paradigm Mall PJ dated 13 March 2025 entered into between the Trustee (on behalf of Paradigm REIT) and JPSB for the purchase of the Paradigm Mall PJ for a purchase consideration of RM600,000,000;
- (iv) the SPA in respect of Paradigm Mall JB dated 13 March 2025 entered into between the Trustee (on behalf of Paradigm REIT) and WCTHJ for the purchase of the Paradigm Mall JB for a purchase consideration of RM1,157,000,000;
- (v) the Property Management Agreement dated 7 April 2025 entered into between the Property Manager, the Manager and the Trustee (on behalf of Paradigm REIT) for the provision of certain property management services for the Subject Properties at a property management fee of RM25,000 per month;
- (vi) Deed of Assignment dated 7 April 2025 entered into between WCTMM and the Trustee (on behalf of Paradigm REIT) for the assignment of the trademarks as set out in Section 1.10 "Intellectual Property" of this Prospectus in favour of the Trustee (on behalf of Paradigm REIT) at a nominal consideration of RM10 following the completion of the Acquisitions;
- (vii) the Underwriting Agreement dated 21 April 2025 entered into between the Manager, WCTH, Selling Subsidiary, the Trustee (on behalf of Paradigm REIT) and the Joint Underwriters for the underwriting of 254,657,500 Offer Units under the Retail Offering;
- (viii) the lock-up agreement dated 21 April 2025 entered into between the Joint Bookrunners and the Manager;
- (ix) the lock-up agreement dated 21 April 2025 entered into between the Joint Bookrunners and the Sponsor;
- (x) the lock-up agreement dated 21 April 2025 entered into between the Joint Bookrunners and JPSB; and
- (xi) the programme agreement dated 24 April 2025 entered into between Paradigm Capital, Maybank IB and AmlInvestment Bank in respect of the MTN Programme.

14.3 SALIENT TERMS OF THE SPAs

*For the purpose of this Section 14.3, the term "**Purchaser**" refers to the Trustee which will hold all rights and interests pursuant to and arising from the SPAs on trust for Paradigm REIT and for the benefit of the Unitholders in accordance with and subject to the terms and conditions of Deed.*

14.3.1 Overview of the SPAs

- (i) Subject to the terms and conditions contained in the SPAs, the Vendors (as registered and beneficial owner) shall sell and the Purchaser shall purchase the Subject Properties for the sale and purchase consideration, upon the terms and subject to the conditions in the SPAs.
- (ii) The Subject Properties shall be sold to the Purchaser –
 - (a) in its present state and condition (fair wear and tear excepted);
 - (b) free from any encumbrances, save for the existing charges created in respect of the Subject Properties and the lease created in respect of Bukit Tinggi Shopping Centre;
 - (c) with legal possession, subject to the tenancies and the contracts together with all rights, benefits and obligations thereunder;
 - (d) in the working and operational condition as represented to the Purchaser on or before the date of the SPAs;
 - (e) subject to all conditions of title and restrictions in interest (whether expressed or implied) in the documents of title relating to the Subject Properties or otherwise affecting the Subject Properties;
 - (f) subject to the existing category of land use affecting the Subject Properties;
 - (g) with the free rights and liberties for the Purchaser, its successors in title, assigns, servants, agents, licensees and invitees in common with the Vendors and all other persons having the like rights and liberties to use with or without vehicles of every description at all times and for all purposes whatsoever connected with the use and enjoyment of the Subject Properties and to pass or repass along, over and upon all roads serving the Subject Properties including sidewalks, paths, walkway and ramps; and
 - (h) on the basis that each of the warranties and representatives of the Vendors contained in the SPAs are true and accurate in all respects.

14.3.2 Interdependence

The Purchaser is not obliged to complete the purchase of any of the Subject Properties unless the purchase of all the Subject Properties is completed concurrently. If any or all of the SPAs is or are rescinded or terminated for any reasons whatsoever, the Purchaser shall have the option to proceed with the completion of the remaining SPA(s). If the Purchaser opts not to proceed with the completion of such remaining SPAs, the SPAs will by reason of such rescission or termination be rescinded.

14.3.3 Conditions Precedent

The completion of the sale and purchase of the Subject Properties pursuant to the terms and subject to the conditions set out in the SPAs will in all respects be conditional upon the following conditions precedent being fulfilled or obtained or waived (as the case may be) by the date falling 6 months from the date of the SPAs, or such extended date as the Vendors and the Purchaser may mutually agree upon in writing:

- (i) WCTH, being the holding company of the Vendors, having obtained the approval of its shareholders at a general meeting to be convened for, among others, the sale of the Subject Properties by the Vendors to the Purchaser upon the terms and conditions contained in the SPAs;

14. ADDITIONAL INFORMATION *(Cont'd)*

- (ii) the Manager having obtained the approval of Bursa Securities for the Listing.
- (iii) this Prospectus for the Offering and Listing having been issued;
- (iv) the issuance of the written confirmation by the Manager to the solicitors, confirming that (a) the Manager and the Vendors have satisfied the relevant conditions, variations or revisions imposed by the SC and Bursa Securities in respect of the acquisition of the Subject Properties which are capable of being satisfied up to the date of such written confirmation; and (b) the Purchaser's and the Manager's satisfaction with the results of the bookbuilding exercise;
- (v) the Vendors having obtained the written consent of the respective chargees for the sale of the Subject Properties by the Vendors to the Purchaser, upon the terms and conditions contained in the relevant SPAs;
- (vi) in respect of Paradigm Mall PJ only, JPSB having obtained the approval of the state authority for the transfer of Paradigm Mall PJ by JPSB to the Purchaser;
- (vii) in respect of Bukit Tinggi Shopping Centre only, GWSB having obtained the written consent of the registered lessee for the transfer of Bukit Tinggi Shopping Centre by GWSB to the Purchaser; and
- (viii) any other approvals, waivers or consents of any authorities or parties as may be required by law or regulation or deemed necessary by the Vendors and the Purchaser.

14.3.4 Unconditional Date

The SPAs shall become unconditional on the business day upon which all the conditions precedent in Section 14.3.3 above have been fulfilled or obtained or waived, as the case may be ("**Unconditional Date**").

14.3.5 Sale and purchase consideration

- (i) The total sale and purchase consideration of Paradigm Mall JB shall be RM1,157,000,000.00, which shall be satisfied in the following manner:
 - (a) the sum of RM1,020,000,000.00 payable by the issuance and allotment of 1,020,000,000 Consideration Units as part of the satisfaction of the purchase consideration at an issue price of RM1.00 per Unit credited to the depository accounts of WCTHJ and WCTH (as its nominee appointed pursuant to paragraph 14.3.6(i) below) on or before the Completion Date (as hereinafter defined); and
 - (b) the balance of the purchase consideration of RM137,000,000.00 payable in cash on or before the Completion Date.
- (ii) The total sale and purchase consideration of Paradigm Mall PJ shall be RM600,000,000.00, which shall be satisfied in the following manner:
 - (a) the sum of RM230,000,000.00 payable by the issuance and allotment of 230,000,000 Consideration Units as part of the satisfaction of the purchase consideration at an issue price of RM1.00 per Unit credited to the depository account of JPSB on or before the Completion Date; and
 - (b) the balance of the purchase consideration of RM370,000,000.00 payable in cash on or before the Completion Date.
- (iii) The total sale and purchase consideration of Bukit Tinggi Shopping Centre shall be RM680,000,000.00, which shall be satisfied in the following manner:

14. ADDITIONAL INFORMATION *(Cont'd)*

- (a) the sum of RM350,000,000.00 payable by the issuance and allotment of 350,000,000 Consideration Units as part of the satisfaction of the purchase consideration at an issue price of RM1.00 per Unit credited to the depository account of GWSB or its nominee appointed pursuant to paragraph 14.3.6(ii) below (if applicable) on or before the Completion Date; and
- (b) the balance of the purchase consideration of RM330,000,000.00 payable in cash on or before the Completion Date.

14.3.6 Vendors entitled to appoint nominee for Units

- (i) In respect of Paradigm Mall JB, WCTHJ and the Purchaser acknowledge and agree that WCTH is the sole nominee appointed by WCTHJ to receive and accept 460,000,000 Consideration Units in place of WCTHJ. In view thereof, the Purchaser undertakes to allot and issue 460,000,000 Consideration Units to WCTH, at the sole and absolute cost and expense of WCTHJ, and provided always that WCTHJ shall fully indemnify the Purchaser from and against any costs and expenses and liabilities thereby incurred in respect thereof.
- (ii) In respect of Bukit Tinggi Shopping Centre, GWSB and the Purchaser acknowledge and agree that GWSB will be entitled, at any time prior to completion, to appoint WCTH to receive and accept the entire 350,000,000 Consideration Units in place of GWSB by giving to the Purchaser a notice in writing of such nomination together with all particulars of WCTH. In the event of such nomination, the Purchaser undertakes to allot and issue the entire 350,000,000 Consideration Units to WCTH, at the sole and absolute cost and expense of GWSB and provided always that GWSB shall fully indemnify the Purchaser from and against any and all costs and expenses and liabilities thereby incurred in respect thereof.

14.3.7 Completion

- (i) Subject to the payment of the sale and purchase consideration of the Subject Properties by the Purchaser in accordance with the provisions of the SPAs, completion shall take place within 1 month from the Unconditional Date or such extended date as the Vendors and the Purchaser may mutually agree in writing ("**Completion Date**").
- (ii) On the Completion Date, in simultaneous exchange of the fulfilment or satisfaction by the Purchaser of its obligations to settle the sale and purchase consideration of the Subject Properties, vacant possession of the Subject Properties in the same state and condition as it was at the date of the SPAs (fair wear and tear excepted) shall be delivered by the Vendors to the Purchaser save and except those parts tenanted by the tenants in respect of which legal possession of the same shall be deemed to have been delivered by the Vendors to the Purchaser.
- (iii) The Vendors expressly acknowledge that, on and from the Completion Date –
 - (a) the Purchaser is the sole and absolute beneficial owner of the Subject Properties, whereupon the Purchaser shall have the full rights, title and interests in and to the Subject Properties and is entitled to deal with the Subject Properties in any manner whatsoever as if the Purchaser is the absolute legal owner of the Subject Properties thereof;
 - (b) the Vendors have no further rights, title and benefit in and to the Subject Properties and they shall hold the Subject Properties as bare trustee for and on behalf of the Purchaser pending the registration of the transfer in

favour of the Purchaser; and

- (c) in this regard, the Vendors irrevocably covenant and undertake that with effect from completion:
 - (1) the Vendors shall do or cause to be done all things to ensure that the Purchaser's rights, title and interest in and to the Subject Properties is protected at all times;
 - (2) the Vendors shall do all such acts and things in accordance with the provisions of the SPAs to enable the Purchaser to effectively deal with the legal title to the Subject Properties and to give effect to any such dealings as may be reasonably required by the Purchaser, being the sole beneficial owner of the Subject Properties;
 - (3) the Vendors shall not act in any manner so as to jeopardise the Purchaser's rights, title and interest in and to the Subject Properties;
 - (4) pending the registration of the transfer in favour of the Purchaser, the Vendors shall use their best endeavour to do such reasonable acts and execute such reasonable documents as may be necessary under the applicable laws/legislations for obtaining approvals from the appropriate authorities relating to the operation of the Subject Properties after the Vendors having received a written request from the Purchaser; and
 - (5) the Vendors shall not be entitled to and shall not deal with the Subject Properties in any manner whatsoever other than as stipulated in the SPAs.

14.3.8 Termination

(i) The Vendors' right to terminate

If the Purchaser defaults in the satisfaction of the sale and purchase consideration of the Subject Properties in accordance with the provisions of the SPAs, the Vendors will be entitled to terminate the SPAs by notice in writing to the Purchaser if the Purchaser fails within 14 days of receipt of a notice from the Vendors to remedy the breach or the matter.

(ii) Purchaser's right to terminate

The Purchaser will be entitled to, at any time after any such default arises and prior to completion, give notice to the Vendors terminating the SPAs if:

- (a) any of the warranties and representatives of the Vendors contained in the SPAs are found at any time to be untrue or incorrect;
- (b) if a receiver, receiver and manager, special administrator, trustee or similar official is appointed over any of the assets or undertaking of the Vendors;
- (c) if the Vendors enter into or resolve to enter into any arrangement, composition or compromise with, or assignment for the benefit of, their creditors or any class of them;
- (d) the Vendors fail, neglect or refuse to complete the sale in accordance with the provisions of the SPAs;

14. ADDITIONAL INFORMATION *(Cont'd)*

- (e) the Vendors fail, neglect or refuse to perform or comply with any of their obligations under the SPAs; or
- (f) the memorandum of transfer for the Subject Properties in favour of the Purchaser cannot be presented or registered for any reasons caused by or attributable to any act, default or omission of the Vendors,

and the Vendors fail within 14 days of receipt of a notice from the Purchaser to remedy the breach or the matter.

14.3.9 Capacity of the Trustee

Notwithstanding anything to the contrary contained in the SPAs and without prejudice to the provisions of the SPAs, it is expressly agreed that the Purchaser enters into the SPAs solely in its capacity as the Trustee and not in its personal capacity. Any liability arising on the part of the Purchaser (if any) under the SPAs is limited to and can be enforced against the Purchaser only to the extent to which the Purchaser can satisfy such liability out from the assets of Paradigm REIT and not out of the personal assets of the Purchaser or from any assets held by the Purchaser as trustee for any other trusts.

14.4 SALIENT TERMS OF THE ROFR

With effect from the date of completion of the Acquisitions as contemplated under the SPAs, WCTH agrees to grant a ROFR to the Trustee (on behalf of Paradigm REIT) to purchase the Relevant Assets in the event that –

- (i) WCTH or a WCTH Entity proposes to sell/dispose the Relevant Assets or any part(s) thereof. In such event, WCTH or a WCTH Entity shall notify the Trustee by way of a written notice, with a copy to the Manager, and will invite Paradigm REIT to bid for the acquisition of such Relevant Assets, along with any other parties that WCTH or a WCTH Entity may invite, at a price which is not lower than the minimum disposal price set by WCTH or a WCTH Entity for the Relevant Assets, based on an independent valuation carried out by an independent valuer appointed by WCTH or a WCTH Entity at its own cost and expense; or
- (ii) WCTH or a WCTH Entity receives any offer from a third party to purchase any part of the Relevant Assets which WCTH or a WCTH Entity is willing to consider.

The grant of the ROFR shall not be applicable in the event of an intra-group transfer of the Relevant Assets, or reconstruction, amalgamations, restructurings, mergers and analogous events involving WCTH or a WCTH Entity and shall be subject to the applicable laws, regulations and government policies.

In the event that WCTH or a WCTH Entity decides that it wishes to sell and dispose of any Relevant Assets pursuant to (i) a bid or offer made by any other bidder which is more favorable than the bid or offer made by the Trustee or the Manager for and on behalf of Paradigm REIT for the acquisition of the Relevant Assets; or (ii) any offer from third party to purchase any part of the Relevant Assets, (severally, the “**Third Party Offer**”), WCTH or a WCTH Entity shall issue a notice of offer to the Trustee, with a copy to the Manager (“**ROFR Offer**”) informing the Trustee of its intention to sell and dispose such Relevant Asset pursuant to the Third Party Offer.

The Trustee has 10 business days from the date of the Trustee’s receipt of the ROFR Offer, to match or accept the Third Party Offer, as the case may be, by delivering to WCTH or a WCTH Entity a written notification confirming its acceptance of the purchase of the Relevant Assets based on the terms and conditions of the Third Party Offer (“**Acceptance Notice**”).

14. ADDITIONAL INFORMATION (Cont'd)

In the event that the Trustee accepts the ROFR Offer within the prescribed period, WCTH or a WCTH Entity shall be obliged to give effect to the sale/disposal of the Relevant Assets to the Trustee upon the same terms and conditions as the Third Party Offer.

In the event that the Trustee fails to issue an Acceptance Notice by the expiry of the prescribed period or the Trustee confirms in writing that it rejects the ROFR Offer to purchase the Relevant Assets, whichever is earlier, then the Trustee shall be deemed to have rejected the ROFR Offer, and WCTH or a WCTH Entity shall be entitled to accept the Third Party Offer and to proceed to sell the Relevant Asset which is the subject-matter of the ROFR Offer to the relevant third party, on the same terms and conditions as those disclosed in the ROFR Offer.

The grant of the ROFR by WCTH or a WCTH Entity in favour of the Trustee to purchase the Relevant Assets shall remain effective and binding for so long as:

- (i) the Manager remains as the management company of Paradigm REIT;
- (ii) WCTH holds direct and/or indirect interest of 50.0% or more in the Manager;
- (iii) WCTH holds direct and/or indirect interest of 33.0% or more in Paradigm REIT; and
- (iv) Paradigm REIT remains listed on Bursa Securities.

14.5 CONSENTS

- (i) The written consents of the Trustee, the Principal Adviser, Sole Managing Underwriter and Joint Underwriters, Lead Bookrunner and Joint Bookrunners, the Issuing House, the Legal Adviser, the Property Manager, the company secretary of the Manager, the Registrar and the Internal Auditor to the inclusion of their names in this Prospectus in the manner and form in which such names appear in this Prospectus have been given before and issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Reporting Accountants to the inclusion of their name in this Prospectus, their Letter on the Profit Forecast as well as the Report on the Pro Forma Statement of Financial Position of Paradigm REIT in the manner, form and context in which they appear in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.
- (iii) The written consent of the Tax Consultant to the inclusion of their name in this Prospectus and their Letter on Taxation of Paradigm REIT and Unitholders in the manner, form and context in which they appear in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.
- (iv) The written consent of the Independent Property Valuer to the inclusion of their name and the Valuation Certificates in the manner, form and context in which they appear in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.
- (v) The written consent of the Independent Property Market Researcher to the inclusion of their name and their Independent Property Market Report in the manner, form and context in which they appear in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

14.6 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of the Manager, for a period of 12 months from the date of this Prospectus:

14. ADDITIONAL INFORMATION (Cont'd)

- (i) this Prospectus;
- (ii) the Deed;
- (iii) the material contracts referred to in Section 14.2 "Material Contracts" of this Prospectus;
- (iv) the Valuation Certificates dated 24 October 2024 and Update Valuation Certificate dated 6 February 2025 as set out in Appendix A of this Prospectus as well as the full valuation reports as at 24 October 2024;
- (v) the Independent Property Market Report as set out in Appendix B of this Prospectus;
- (vi) the Tax Consultant's Letter on Taxation of Paradigm REIT and Unitholders as set out in Appendix C of this Prospectus;
- (vii) the Reporting Accountants' Report on the Pro Forma Statement of Financial Position as at its date of establishment as set out in Appendix D of this Prospectus;
- (viii) the Reporting Accountants' Letter on the Profit Forecast as set out in Appendix E of this Prospectus;
- (ix) audited financial statements of the Manager for the FYE 2022 to the FYE 2024; and
- (x) the letters of consent referred to in Section 14.5 "Consents" of this Prospectus.

14.7 RESPONSIBILITY STATEMENTS

- (i) This Prospectus has been reviewed and approved by the Directors, the directors of the Sponsor and the directors of the Selling Subsidiary and they collectively and individually accept full responsibility for the accuracy of the information contained herein. Having made all reasonable inquiries, they confirm to the best of their knowledge and belief, there are no false and misleading statements, or omission of other facts which would make any statement in this Prospectus false or misleading. The Directors, the directors of the Sponsor and the directors of the Selling Subsidiary accept full responsibility for the Profit Forecast included in this Prospectus and confirm that the Profit Forecast has been prepared based on the assumptions made.
- (ii) The information pertaining to the Trustee and the Property Manager were provided by the management and/or directors of the Trustee and the Property Manager respectively. The responsibility of the Directors, the directors of the Sponsor and the directors of the Selling Subsidiary are therefore restricted to the accurate reproduction of such relevant information as included in this Prospectus.
- (iii) In respect of such information extracted from publicly available sources, the responsibility of the Directors, the directors of the Sponsor and the directors of the Selling Subsidiary are restricted to the accurate reproduction of such relevant information as included in this Prospectus.