

25 JULY 2018

**GLOBAL GCC ISLAMIC FUND
(AN EXPERT OPEN-ENDED INVESTMENT FUND REGISTERED UNDER THE LAWS
OF THE KINGDOM OF BAHRAIN)**

PROSPECTUS

**OFFERING OF UNITS CONSTITUTED BY
AN INSTRUMENT ISSUED BY
GLOBAL GCC ISLAMIC FUND COMPANY B.S.C. (Closed)
*OF 3,000,000 UNITS AT
USD 100 PER UNIT*
(During Initial Placing, exclusive of any Initial Charge)**

**FUND MANAGER
GLOBAL INVESTMENT HOUSE (K.S.C.C.)**

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PREFACE

This Prospectus is an important document.

A PROSPECTIVE INVESTOR SHOULD NOT TREAT THE CONTENTS OF THIS PROSPECTUS AS INVESTMENT, TAX OR LEGAL ADVICE. ALL PROSPECTIVE INVESTORS MUST MAKE THEIR OWN INVESTIGATION AND EVALUATION OF THE OPPORTUNITY TO INVEST IN GLOBAL GCC ISLAMIC FUND AND SHOULD CONSULT WITH THEIR OWN ADVISORS CONCERNING THE EVALUATION OF THE RISKS OF THE INVESTMENT AND ITS SUITABILITY FOR THEIR INDIVIDUAL FINANCIAL AND TAX CIRCUMSTANCES AND RISK PREFERENCES.

This Prospectus is being provided by Global Investment House on a confidential basis to selected prospective investors (each of whom is an “Expert Investor” as defined herein) for the purpose of evaluation of an investment opportunity in the Global GCC Islamic Fund, to be constituted by an Instrument issued by the Global GCC Islamic Fund Company B.S.C. (Closed).

Expert Investor means; Individuals, Families (joint net worth), Corporations (companies, partnerships, trusts or other commercial establishments) and Governmental Organisations whose main function is financial investments, holding financial assets worth of US\$100,000 (US dollars one hundred thousand) and above.

The Fund has been authorized by the Central Bank of Bahrain (CBB) as an “Expert Collective Investment Undertaking (CIU) in accordance with the provisions of chapter 2 (Bahrain Domiciled Expert CIUs) of the Collective Investment Undertakings Module, Volume 6 of the Central Bank of Bahrain Rulebook. In giving this authorisation the CBB does not vouch for the financial soundness of the scheme nor for the correctness of any of the statements made or opinions expressed with regard to them. Furthermore, neither the CBB nor the Ministry of Commerce in the Kingdom of Bahrain will bear any responsibility to any Unitholder for any loss resulting from reliance on any information contained in this Prospectus. No application has been made for the Units in the Fund to be listed on the Bahrain Stock Exchange.

The Directors of the Company accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Directors (which has taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The distribution of this prospectus and the offering of the units described herein may be restricted in certain jurisdictions and accordingly, persons into whose possession this prospectus may come must inform themselves about and observe any such restrictions. This prospectus does not constitute, and may not be used for the purpose of, an offer or solicitation by any person in any jurisdiction and may not be used for the purposes of, an offer or solicitation by any person in any jurisdiction:

- (i) in which such offer or solicitation is not authorized; or
- (ii) in which the person making such offer or solicitation is not qualified to do so; or

(iii) to any person to whom it is unlawful to make such offer or solicitation.

This Prospectus will be the Prospectus of Global GCC Islamic Fund throughout the life of the same, however neither delivery of this Prospectus nor anything contained in it should be taken to imply that any information herein contained is correct at any time subsequent to the date hereof.

This Prospectus is based on the law and practice currently in force in Bahrain and is subject to the changes therein.

Persons interested in acquiring Units should inform themselves as to: -

- 1) The legal requirements within the countries of their nationality, residence, ordinary residence or domicile for such acquisition;
- 2) Any foreign exchange restrictions or exchange control requirements which they might encounter on acquisition or disposal of Units; and
- 3) The income tax and other taxation consequences which might be relevant to the acquisition, holding or disposal of Units.

Investment in the Fund involves a degree of risk. The investor's financial condition must be such that he is capable of losing his entire investment in the Fund without there being a material adverse affect on his standard of living or that of his family. **Prospective investors** should be aware that the value of investments can go down as well as up and the attention of investors is drawn to the Risk Warnings section.

Operator, Fund Manager and Placement Agent	Global Investment House (K.S.C.C.) Global Tower, Al Shuhada'a Street, Al Sharq, P.O. Box 28807 Safat 13149 Kuwait
Administrator, Custodian, Registrar and Transfer Agent	Gulf Custody Company B.S.C. (c), a firm incorporated under the laws of the Kingdom of Bahrain and having its registered office at Flat 23, Building 452A, Road 1010, Block 410, Sanabis
Auditors	KPMG (Bahrain) 5th Floor, Chamber of Commerce Building P O Box 710, Manama Kingdom of Bahrain
Legal Consultant	Keypoint Consulting W.L.L. 24th Floor, NBB Tower Government Avenue Manama

	Kingdom of Bahrain
Shari'ah Committee	Bait Al Tadqeeq 5 th Floor, Abrar Building Fahd Al Salem Street Kuwait

ABBREVIATIONS AND DEFINITIONS

The following definitions shall apply throughout this Prospectus unless the context requires otherwise:

“Expert Investor”	Means Individuals, Families (joint net worth) Corporations (companies, partnerships, trusts or other commercial establishments) and Governmental Organisations whose main function is financial investments, with a minimum net worth of US\$100,000 (US dollars one hundred thousand)
“Administrator”	Gulf Custody Company B.S.C. (c),
“Allotment Day”	The day on which Units are allotted to investors at the Subscription Price and it is going to be weekly on the valuation day
“Articles”	Articles of Association of Global GCC Islamic Fund Company B.S.C. (Closed)
“Benchmark”	The benchmark for the fund is the MSCI GCC Islamic Index.
“B.S.C. (c)”	Bahraini Shareholding Company (Closed) established under the laws of Bahrain.
“Business Days”	Days on which banks are open for business in the Kingdom of Bahrain and Kuwait,
“CBB”	means the Central Bank of Bahrain or its successor
“CIU”	Collective Investment Undertaking(s)
“Company”	Global GCC Islamic Fund Company B.S.C. (Closed).
“Custodian” “Directors”	Gulf Custody Company B.S.C. (c), Directors of the Board of Global GCC Islamic Fund Company B.S.C. (Closed).
High Water Mark	means (i) for the first Financial period, U.S. Dollars 100 per Unit, or (ii) for other periods, the higher of the Net Asset Value per Unit (after payment of any Performance Fee) as at the end of the last Financial Year or U.S. Dollars 100 per unit.

“Initial Offer Price”	USD100 per Unit
“Instrument”	The instrument dated <i>January 27, 2007</i> by which Global GCC Islamic Fund was created.
“Fund Manager”	Global Investment House (KSCC)
“Memorandum”	Memorandum of Association of Global GCC Islamic Fund Company B.S.C. (Closed)
“Minimum Holding”	US\$10,000. The Minimum Holding amount may fall below the minimum due to market action.
“Subscription”	First time investment: US\$ 10,000 and subsequently in multiples of US\$ 5,000 thereafter.
“Islamic Money Market Instruments”	Sukuks, Murabahas, and other types of available Islamic financial Instruments.
“Net Asset Value”	The net asset value of the Fund as determined in accordance with the principles set out in this Prospectus
“Prospectus”	This Prospectus, and all appendices, attachments and supplements thereto including without limitation, the Subscription Agreement.
“Redemption Day”	The date on which Unitholders may redeem Units and it’s weekly on the Valuation Day.
“Registrar and Transfer Agent”	Gulf Custody Company B.S.C. (c),
“Auditor”	KPMG (Bahrain)
“Shari’ah Advisory Board”	Bait Al Tadqeeq
“Subscription Price”	USD100 per Unit during the Initial Offering Period, and thereafter it will be as per the Net Asset Value of the fund per Unit at the time
“Unit holders”	Holders of Units in the Fund.
“Units”	Units in the Fund of USD100 nominal value each during the Initial Offering Period and thereafter it will be as per the Net Asset Value of the Fund.
“USD” or “US Dollars”	The lawful currency of the United States of America.

“Valuation Day”

Tuesday each week at which the Administrator shall calculate the NAV, where that day is a Business Day and where it is not, the preceding Business Day, and the last calendar day of the Financial Year.

SUMMARY

The information set out below has been derived from, and should be read in conjunction with, the full text of this document.

STRUCTURE

Global GCC Islamic Fund is an Expert *open-ended* investment fund created by an Instrument dated *January 27, 2007* by the Company and managed by the Fund Manager.

OBJECTIVE

The fund aims to maximize returns through investing in a portfolio of Shari'ah compliant companies as per the predefined Shari'ah criteria set forth (in this prospectus) in the GCC markets. Asset allocation takes into consideration the market cap weightings of Shariah complaint companies in each country while anticipating changing market conditions.

PRICE AND PERFORMANCE MONITORING

The Fund Manager may publish the NAV per Unit in local newspapers for the purpose of monitoring performance. Investors should note that the NAV per Unit sent for publication as aforesaid does not include the Initial Charge. Details of the calculation of the value of the investments and other assets and liabilities of the Fund and the price of the Units are given in the section entitled "Issue of Units".

BASE CURRENCY

The value of the assets and liabilities of the Fund will be denominated in US Dollars.

SUBSCRIPTION

The Fund is open to subscription on a weekly basis, only for investors who qualify as Expert Investors. Subscription amount must be received after the Initial Offer Period by 3.30PM Bahrain time 2 Business Days before the relevant Valuation Day. The Fund Manager / Placement Agent reserve the right to refuse any subscription in their sole discretion.

The minimum subscription by any investor is *US\$10,000* exclusive of any initial charge. After that each investor can invest in multiples of *US\$5,000* thereafter the minimum subsequent subscription to the Fund is on weekly basis and the price per unit will be determined according to the NAV of the Fund on that date.

Unitholders must maintain a minimum subscription of *US\$10,000* as per the minimum holding requirement. However, the Minimum Holding amount may fall below *USD10,000* due to market action.

REDEMPTION

Units may be redeemed on a weekly basis, in accordance with the redemption procedures shown in the Redemptions section.

DIVIDEND POLICY

The Fund Manager may distribute dividends, subject to approval by the Central Bank of Bahrain.

ANNUAL ACCOUNTING DATE

The annual accounting date of the Fund shall be at the fiscal year end i.e. 30th September each year, the first fiscal year ending on 30th September 2008.

Further details about the above topics will be found in the following pages of this Prospectus.

ORGANISATIONS INVOLVED IN THE RUNNING OF THE FUND

FUND MANAGER AND PLACEMENT AGENT

Global Investment House K.S.C. (c) is a listed Kuwaiti joint stock investment company and is the Fund Manager and the Placement Agent of the Fund. The Fund Manager is, among other things, responsible for the day-to-day management and operation of the Fund.

The Fund Manager is a leading investment bank in the Middle East and has significant asset management expertise. The Fund Manager has over US\$ 6 billion under management and over 25 different funds under management.

The Fund Manager has a strong investment and asset management track record. The assets of the Fund are to be allocated by the Fund Manager into various securities in which the Fund Manager identifies investment opportunities.

CUSTODIAN, ADMINISTRATOR AND REGISTRAR

Gulf Custody Company B.S.C. (c), has been appointed as the Custodian, Administrator and Registrar of the Fund. Gulf Custody Company B.S.C. (c), a Bahraini joint stock company that was incorporated in 2003 under Commercial Registration No. 50682 and is a wholly-owned subsidiary of Gulf Custody Company, Kuwait (GCCCK) and has been appointed as the Administrator, Custodian and Registrar. GCCCK was incorporated in Kuwait in 2001 and is an independent financial institution catering to conventional and Islamic mutual funds of various categories from its offices in Kuwait, Bahrain and Oman. It provides a comprehensive and wide range of high quality and cost-effective services to both clients and fund managers covering the MENA Region markets with a dedication to accuracy, completeness and timeliness.

Gulf Custody Company B.S.C. (c) is authorized by the Central Bank of Bahrain to provide custodial, administrative and registrar services.

The roles and responsibilities of the Custodian, the Administrator and the Registrar are set out in the Service Agreements copies of which are available for inspection by prior appointment with the Fund Manager.

In performing their duties, the Custodian, Administrator and Registrar may appoint such agents and delegates as they think fit to perform in whole or in part any of their duties. The Custodian, Administrator and Registrar will at all times remain liable for any acts or omissions of any such person or person howsoever appointed as if such acts and omissions were those of the Custodian, Administrator or Registrar respectively, but they will not be liable for any loss occasioned by reason only of the liquidation, bankruptcy or insolvency of such person (except to the extent of the Custodian's, Administrator's or Registrar's wilful default or negligence). The Custodian, Administrator and Registrar will be responsible for payment of the fees of any delegate they appoint.

Under the terms of the Custodian Agreement the Custodian, will hold all the assets of the Fund in the name of the Fund, and act as bankers to the Fund.

AUDITOR

KPMG (Bahrain) will act as auditor of the Fund.

KPMG is the global network of professional services firms providing audit, tax and advisory services from more than 715 cities in 148 countries. KPMG in Bahrain was established in 1968 and has grown in stature and reputation. This is due to its principle of giving clients high quality services, relevant advice and information as required.

SHARI'AH ADVISORY BOARD

Global intends that the Fund will make its investments and conduct its affairs in a manner complying with Islamic Shari'ah. The Company has appointed Bait Al Tadqeeq to act as a Shari'ah Committee, (the "Shari'ah Advisory Board"), the initial members of which are Dr. Abdul Aziz Al-Qassar, Dr. Essa Zaki, Dr. Ali Al-Rashed and Mohammed Jasser. The Fund's Investments will be limited to those that comply with Shari'ah (as determined in the sole judgment of the Fund Manager, in consultation with the Shari'ah Committee). All use of finance by the Fund is intended to be Shari'ah compliant, as determined in the sole judgment of the Fund Manager in consultation with the Shari'ah Committee.

The Shari'ah Committee

The following prominent Islamic scholars and authorities are the initial members of the Fund's Shari'ah Committee:

Dr. Abdul Aziz Al-Qassar

Professor of Comparative Jurisprudence at the Faculty of Sharia and Islamic Studies at Kuwait University, he received a doctorate degree in comparative jurisprudence from the Faculty of Sharia and Law - Al-Azhar University - Cairo - Arab Republic of Egypt in 1997 AD. Faculty member at the Faculty of Sharia and Islamic Studies at Kuwait University from 1997 to this time, he served as Associate Dean for Academic Affairs and Graduate Studies and Research at the Faculty of Sharia and Islamic Studies at Kuwait University from the period 2001-2005 AD, and a member of the Fatwa and Shari'a in many institutions and Islamic banks in Kuwait and abroad, a lecturer in Islamic finance, has many research and religious studies in Islamic jurisprudence and contemporary financial transactions.

Dr. Essa Zaki

- Assistant instructor in the Faculty of Basic Education at the Public Authority for Applied Education and Training.
- Member of the International Shari'ah authority for Authority for Minors Affairs.
- Chairman of the Shariah of Zakat House – Kuwait
- Chairman Shariah Board of the Al Mashora and Al Raya for Islamic Financial Consultancy
- Member of the Fatwa in many investment institutions and Islamic Banks – Kuwait and Kingdom of Bahrain
- Specialized trainer in Shari'ah courses
- Member of the Fatwa authority in The Ministry of Awkaf – Kuwait.
- He Holds a bachelor's Master's and Doctorate in Jurisprudence from the Islamic University of Medina

Dr. Ali Al-Rashed

- Bachelor of Sharia (College of Sharia and studies - Kuwait University)
- Master of Law (University of Cairo - Arab Republic of Egypt)
- PhD in law (University of Cairo - Arab Republic of Egypt)
- Member of the faculty in the College of Shari`ah – Kuwait University
- Member of different Fatwa authorities in many Islamic investment institutions – inside and outside Kuwait
- Member of the Shariah Committee in The Ministry of Awkaf – Kuwait.

Dr. Abdul Aziz Al Jarallah

- Bachelor of Sharia (College of Sharia and studies - Kuwait University)
- Master in the Sunnah - Determination of privilege - Omdurman Islamic - Sudan University.
- Doctor "talk usury contemporary financial and applications" from the University of Omdurman Islamic Republic of Sudan.
- Member of different Fatwa authorities in many Islamic investment institutions – inside and outside Kuwait

The Shari`ah Committee has reviewed the structure and proposed operation of the Fund as described in this Prospectus, and has provided a certification (“Fatwa”) that they are compliant with the principles and precepts of Shari`ah. The Shari`ah Committee will also provide ongoing supervision and oversight of the operations, policies and activities of the Fund to ensure their compliance with Shari`ah precepts.

The Shari`ah Committee serves in an advisory capacity only, and will not have the power to make any investment decisions for the Fund. The Fund, in agreement with the members of the Shari`ah Committee, intends to retain such members for the life of the Fund, although there can be no assurance that any of them will remain a member of the Shari`ah Committee throughout the term of the Fund.

REPRESENTATIVE IN BAHRAIN

The Fund’s representative in Bahrain will be Global Investment House BSC (c) (attention Mr. Naser Al Gharibah).

LEGAL CONSULTANT

Keypoint Consulting W.L.L.

In case of termination of any agreement, the appointment of a new party is subject to the approval of Central Bank of Bahrain.

PART I - INVESTMENT POLICY AND RESTRICTIONS

INVESTMENT OBJECTIVE & POLICY

The Fund seeks to achieve long-term capital appreciation by investing in a diversified portfolio of Shariah compliant stocks listed on the GCC stock exchanges. Occasionally, the fund may also invest in Sukuks, Murabahas & other Islamic instruments which are traded in sufficient volume to permit, in the opinion of the Fund Manager, ease of taking and liquidating positions.

INVESTMENT STRATEGY

The fund manager adopts an active approach to manage the Fund. The investment philosophy followed by the fund manager is built upon a disciplined, yet flexible, long term approach to value oriented investing in the Arabian Gulf markets which allows Global to look beyond short-term market volatility due to rumors, noise and emotion:

- **Value orientation**
Our goal is to select companies selling at a discount to projected future intrinsic value.
- **Long term approach**
We believe that in the short run stocks may overreact to news and noise. On a long term basis, however, markets are efficient and reward those who have identified undervalued stocks at an early stage.
- **Bottom up stock picking**
We identify value through rigorous fundamental analysis and research conducted by an experienced investment team. Research is done on a company-by-company basis to determine the economic worth of companies based on projected future earnings, cash flow, or asset value potential

INVESTMENT GUIDELINES & RESTRICTIONS

The Fund Manager will attempt to accomplish the Fund's investment objectives by following the trading policies set forth below:

1. A minimum of 60% of the Fund's assets will be invested in stocks listed on the GCC Exchanges, Sukuks, Murabahas and other Islamic Instruments.
2. The Fund will attempt to diversify its positions among selected sections of the market, although, until the Fund is of a sufficient size, the diversification may not be extensive.
3. The Fund Manager may leverage the fund if he deems it's proper. The maximum leverage will be 30% of the NAV of the fund.
4. The Fund Manager may liquidate all of the positions that the Fund has taken and may refrain from taking any new positions during periods when, in their opinion, unusual market conditions exist that warrant such action, for a maximum of a 6-month period.

5. The Fund Manager may invest the Fund's uninvested cash assets in any Islamic investment products or in Islamic money market funds in any currency up to 100% of the NAV for a maximum period of [6] months.
6. Exposure in any single investment cannot exceed 15% of the Fund NAV.
7. The maximum position limit applied to any single GCC Exchange Market will be no more than 30% of the NAV of Fund, except for the Saudi Arabian Exchange Market where the maximum position limit will be up to 50% of the NAV of the Fund. No less than 3 countries will be invested in at all times.
8. The Fund may invest in other Global Investment House Islamic products namely; Mutual Funds up to a maximum of 10% of the NAV of the fund collectively.
9. The Fund may invest up to 15% of NAV in Shariah compliant pre-Initial Public Offering (IPO) companies with a maximum of 5% per issue.
10. The Fund Manager may, in order to meet the Fund Units' redemptions, arrange for any short term Shari'ah compliant financing to the Fund (if the Fund Manager deems its appropriate and to the benefit of the Fund and its investors).
11. Shari'ah Criteria: Shari'ah Guidelines Accredited from the Accounting and Auditing Organization for Islamic Financial Institutions.

Shari'ah Guidelines for Trading in Stocks

The following criteria shall be applied to distinguish Shari'a compatible listed securities for the purpose of trading within the portfolio:

- Business Activity Screening: Screen out companies that their revenue from the following activities:
 - Production & marketing of meats
 - Tobacco
 - Alcohol
 - Gambling/Casinos
 - Cinemas
 - Hotels
 - Conventional Banks, Investment & Insurance Companies
 - Media
- Financial Ratio Screening: Screen out companies that derive significant income from interest or companies with excessive leverage, using the following three ratios:
 - Conventional Debt/(Market Capitalization or Total Assets) may not exceed 33%
 - Accounts Receivables/(Market Capitalization or Total Assets) may not exceed 33%
 - Interest Income/Revenue may not exceed 5%

- Dividend Purification: If a company derives part of its total income from interest income, Shari'ah investment principles state that this portion must be deducted from the dividend paid out to shareholders and given to charity.
 - Bait Al Tadqeeq calculates a dividend adjustment factor for all securities on an annual basis based

RISK WARNINGS

Important – if you are in any doubt about the contents of this prospectus, you should seek independent professional financial advice. Remember that all investment may go down as well as up. Investments in this collective investment undertaking are not considered deposits and are therefore not covered by the Kingdom of Bahrain’s deposit protection scheme. The fact that this collective undertaking has been authorised by the Central Bank of Bahrain, does not mean that the CBB takes responsibility for the performance of these investments, nor for the correctness of any statements or representations made by the operator of this collective investment undertaking.

The risks involved with investing in the Fund which may affect the Fund’s performance (but not limited to hereunder) and are listed as follows: -

1. The price of the Unit is denominated in US Dollars and it should be remembered that changes in rates of exchange between currencies may cause the value of the investment to diminish as well as increase
2. Restrictions on investments in certain jurisdictions may limit the liquidity of the Fund’s investments
3. The capital return and income of the Fund are based on the capital appreciation and income on the investments it holds, less expenses incurred. Therefore, the Fund’s return may be expected to fluctuate in response to changes in the value of the underlying investments.
4. The information in this document is based on existing legislation, including taxation legislation, which may be subject to change. The value of the Fund’s investments may be affected by uncertainties, such as political developments, changes in governmental policies, taxation, currency repatriation restrictions, and restrictions on foreign investment in some or all of the countries in which the Fund may (directly or indirectly) invest.
5. The Fund will be exposed to a credit risk on parties with whom it trades and may also bear risk of settlement default. In particular, investors should note that emerging markets are less liquid and more volatile than the world’s leading stock markets, and this may result in fluctuations of the NAV.
6. The Fund is a Shariah complaint fund investing in emerging markets namely the GCC countries, and this risk attached to emerging markets are applicable to the GCC countries as well.
7. The regulatory supervision, legal infrastructure and accounting, auditing and reporting standards in emerging markets may not provide the same degree of shareholder protection of information to investors as would generally exist in more mature or developed markets. In particular, valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may be treated differently from

international financial reporting. This may affect the valuation of assets in which the Fund invests.

8. The performance of the Fund may be affected by changes in economic and marketing conditions and in legal, regulatory and tax requirements. The Fund will be responsible for paying its own fees and expenses regardless of the level of its profitability.
9. If the Fund Manager directs the Fund to invest in an investment opportunity, the Fund may appoint professional advisors to provide investment advice and other services in relation to such investment. Fees and/or charges (including, but not limited to, any documentary and/or stamp taxes) payable in connection with such appointments may be payable by the Fund.
10. The Fund reserves the right to establish adequate reserves to satisfy any financial obligations to be funded by some or all of the capital or earnings of the Fund, or to issue additional Units for such purpose.
11. Investment in the fund should be regarded as medium Term in nature and there can be no guarantees that the fund's objectives will be achieved.
12. The Fund's exposure to stock exchanges of Saudi Arabia may reach up to 50% of the NAV, in case of limited opportunities in other GCC stock exchanges.
13. The Fund may be terminated pursuant to an order by the Central Bank of Bahrain.
14. The Fund Company reserves the right to terminate this scheme, subject to the approval of the Central Bank of Bahrain.
15. The assets of the Fund will generally be held by the Custodian directly or through its agents, sub-custodians, or delegates pursuant to the Custodian Agreement. The Custodian may on the instructions of the Fund or the Fund Company, open accounts with any bank or financial institution. Upon receipt of such Instructions, and prior to the opening of such deposit accounts, the Custodian shall request a letter from the directors of the Funds Company confirming that they have carried out their due diligence checks on such bank or financial institution (the "Letter of Confirmation"). On receipt of the Letter of Confirmation, the Custodian shall place cash held to its order with such bank or financial institution. The Custodian shall control, operate and monitor the bank accounts periodically but will not be responsible or liable to any person whatsoever, (including the Fund and the Funds Company) in respect of any loss of the cash, securities and/or other assets comprising the assets of the Fund held in such accounts or not deposited with or held to the Custodian's order, occasioned by reason of the liquidation, bankruptcy or insolvency of such bank, financial institutions or other persons.
16. The Custodian may also on the instruction of the Fund or the Funds Company leave shares in trading accounts in various stock exchanges/depositories for the purchase and sale of Investments in the name of the Fund where the shares are credited into the trading account accessible by third party brokers. The Custodian shall monitor and reconcile timely and promptly the level of Investments held in such trading accounts and

inform the CBB of any discrepancies. However, the Custodian will not be responsible for the loss suffered by the Fund for shares held in these trading accounts

FORCE MAJEURE

The Fund Company or the Fund Manager shall not be liable to the Subscribers for any failure, delay or interruption in the performance of its obligations which result from any occurrence not reasonably within the Fund Manager's control.

The Fund Company or the Fund Manager shall not be liable to the Subscribers in case the scheme is terminated due to reasons beyond the control of the Fund Manager or the Fund Company.

PART II - FEATURES OF THE UNITS

ISSUE OF UNITS

Applicants may subscribe for Units during the Initial Offering Period for allotment on the Allotment Day, at a subscription price per Unit of USD100 or at the prevailing NAV at the time of any additional offerings. (weekly every Valuation Day). Subscription applications should be submitted by 3:30PM Bahrain Time two (2) Business Day before Valuation Day and units will be allotted at the prevailing NAV on the Valuation Day. Units will neither be allotted nor issued unless cleared funds have been received by the Fund Manager in the Fund's subscription bank account held by the Custodian two (2) Business Day before the Valuation Day, by 3:30PM Bahrain time.

The minimum subscription by any investor is US\$ 10,000 exclusive of any initial charge. After that each investor can invest in multiples of US\$ 5,000 thereafter. The minimum subsequent subscription to the Fund is on weekly basis and the price per unit will be determined according to the NAV of the Fund on that date. The Fund Manager may accept under-minimum subsequent subscriptions in certain circumstances provided that the minimum subscription is not less than the minimum holding amount.

The minimum holding in the fund is US\$ 10,000. However, the minimum holding amount may fall below USD10,000 due to market action.

The Fund Manager/Placement Agent may, in its absolute discretion, reject an application in whole or in part without assigning or revealing any reason thereof.

Fractions of not less than one-thousandth of a Unit will be issued and fractions in the fourth decimal will be rounded down. Subscription monies representing a smaller fraction of a Unit will be retained by the Fund.

A statement of account confirming subscribed units shall be provided to all Unitholders, however, no ownership certificates shall be issued.

PLACEMENT FEE

The Placement Agent will charge new subscribers to the fund a front-end fee of 2%. The Fund Manager may in its discretion, reduce or waive the Placement Fee.

PAYMENTS IN OTHER CURRENCIES

Payments in respect of the issue of Units must be in US Dollars. Application monies received in other than in US dollars, will be converted into US dollars and all bank charges and other conversion costs will be deducted from the application monies prior to investment in the units.

Where payments in respect of redemption of Units are requested in a currency other than US Dollars, the necessary foreign exchange transactions may be arranged by the Fund Manager /

Custodian on behalf of, for the account of and at the expense of the applicant Unit holder without responsibility on the part of either the Fund Company or the Fund Manager / Custodian for the currency conversion risk.

ANTI MONEY LAUNDERING

The Fund shall comply with the Legislative Decree No. (4) of 2001 with respect to Prohibition and Combating of Money Laundering and the various Ministerial Orders issued there under including, but not limited to, Ministerial Order No. (7) of 2001 with respect to the Institutions' Obligations Concerning the Prohibition of and Combating Money Laundering. The Fund will comply with any rules issued by the CBB from time to time with respect to Prohibition and Combating of Money Laundering.

The Fund Manager and its duly appointed agents, who introduce the investors to the Fund are responsible for the Know Your Client ("KYC") exercise on the investors, and commit to undertaking the due diligence exercise and complying with applicable anti-money laundering rules and regulations in the relevant jurisdictions of operation.

In order to comply with regulations aimed at the prevention of money laundering, the Fund Manager/Placement Agent, will require a detailed verification of the prospective Unit holders' identity and the source of the payment.

In order to comply with regulations aimed at the prevention of money laundering, the Fund Manager/Placement Agent, will require a detailed verification of the prospective Unit holders' identity and the source of the payment.

In keeping with anti-money laundering regulations, additional documentation may be required to accompany the subscription for Units. This documentation will be used to comply with these regulations and to verify the identity of investors, and will remain confidential. The Fund Company reserves the right to request further documentation or information from the investor as is required by the Know Your Customer (KYC) regulations, and other requirements and regulations issued by the CBB from time to time on anti-money laundering and terrorist financing. Failure to provide documentation will result in the rejection of the subscription.

TRANSFERS

There will be no secondary market in the Units and transfers will only be permitted subject to Fund Manager approval, or in the case of inheritance or succession.

VOTING RIGHTS OF UNITHOLDERS

Unitholders shall have the right to cast vote for/against proposed changes to the investment strategy of the Fund. It should be noted that voting power shall be according to the number of units held by the Unitholders.

REDEMPTION

Units having an aggregate redemption value of not less than **USD 10,000/-** may be redeemed for cash on a weekly basis, at a redemption price equal to the Net Asset Value per Unit on that same day. The maximum nominal value of Units redeemable on any one Redemption Day should not exceed 10% of the Net Asset Value of the fund (nevertheless, the Fund Manager has the right to redeem any amount in excess of the 10 %). The excess shall be held over until the next Valuation Day. The right to redeem Participating Units is subject to certain limitations. See "Determination of Net Asset Value."

A redemption request for less than all of the Units held by a Unitholder will not be honoured if the value of the remaining Units held by such Unitholder would be less than the amount of the minimum initial investment; USD10,000.

The redemption fee is 0.25% of the total redemption amount, applicable for each redemption request.

The Notice Period for redemptions is a minimum of 6 calendar days before 3:30PM Bahrain time, prior to the next Valuation Day. The redemption request is to be received by Tuesday for the redemption on the following Valuation Day.

Units may be redeemed by forwarding to the Fund Manager a duly completed and signed Request for Redemption in the form attached to this Offering Circular indicating the name and full address printed exactly as the Units have been registered, no later than 6 calendar days before such Redemption Day. In certain instances, additional documents may be required, such as, but not limited to, trust instruments, death certificates, appointments as executor or administrator or certificates of corporate authority. A Request for Redemption may be withdrawn during any period when the Directors have suspended the determination of Net Asset Value.

The Fund Manager has the right to approve late redemption requests received after the cut off date but before the relevant Valuation Day.

Subject to the Unitholder providing all relevant information as detailed in the redemption form, payment on redemptions will be made within 7 business days following the Valuation Day. The Fund reserves the right to suspend redemptions or delay payment of redemptions according to the Deferral of Redemptions section. The Fund will not pay redemption proceeds to any third party.

COMPULSORY REDEMPTION

The Directors shall have power to impose such restrictions and conditions as they consider necessary (including, without limitation, delivery of any written confirmations of subscriptions or other documents by any transferor or transferee) for the purpose of ensuring that none of the Units of the Fund are acquired, beneficially owned or held by any person in breach of any law or requirement of any country or governmental authority, by a person who by virtue of any such law is not qualified to hold such Units or by any person whose holding of those Units might in the opinion of the Directors cause or be likely to cause a pecuniary or tax disadvantage to the Fund, the Company, or any shareholder.

The Directors shall be entitled compulsorily to redeem all of the Units so held and Units which are compulsorily redeemed shall forthwith be treated as cancelled.

Units redeemed in these circumstances shall be redeemed at Net Asset Value calculated as at the close of the markets in which the Fund's investments are held, on the Valuation Day next following the decision of the Directors to redeem.

No compulsory redemption will be effected if such action is contrary to the relevant local laws.

DEFERRAL OF REDEMPTIONS

In the event that the Directors determine that special circumstances have arisen, including, but not limited to, default or delay in payments to the Fund by other persons or inability to establish the price of any investment due to the relevant markets being closed, trading on those markets is suspended, or there is an emergency, the Fund is entitled to suspend redemptions or delay payment.

NET ASSET VALUE OF THE FUND

The Administrator shall calculate the NAV on the Tuesday of each week, together with such other days as the Directors may, from time to time, designate as Valuation Days. The Net Asset Value shall be calculated in Bahrain within 2 working days of the Valuation Day by 5:00PM Bahrain Time.

The NAV of the Fund is determined by deducting the total liabilities, including all accrued liabilities/expenses, from the total assets of the Fund. Total assets are the sum of all cash, accrued profit, dividends and other receivables and the market value of all investments together with the current value of any other assets held. The NAV is determined in accordance with International Accounting Standards.

The value of the assets of the Fund will be valued in accordance with the following principals: -

- 1) Investment in funds will be as of the last available NAV published/ available at the Valuation Day
- 2) Investments listed or quoted on a recognised market are valued at the closing bid price as at the close of business in the relevant market on the Valuation Day utilising generally an electronic price fed from one or more of the reputable price vendors. If markets are closed on the Valuation Day or if the closing bid price is not available as of the Valuation Day, then the latest available price will be used.
- 3) Investments for which, in the Fund Manager's opinion, no appropriate market price is readily available or which are not listed or quoted on a recognised market, are valued at their market values as determined by one or more banks or brokers at the sole discretion of the Fund Manager.
- 4) In the event that no third party is able to make a determination of the value for a particular investment, the **Fund Manager** acting in the best interests of the Fund may exercise its reasonable judgement to determine the **best method of valuation** of such investment. Such valuation is not open to challenge by current or previous Unit holders of the Fund.
- 5) Assets and liabilities in foreign currencies will be expressed in USD at the prevailing rate of exchange on Valuation Day
- 6) In calculating the NAV of the Fund or the Units, the Administrator may rely upon, and will not be responsible for the accuracy of, financial data furnished to it by the Fund Manager or third parties including automatic processing services, brokers, market makers or intermediaries, and any administrator or valuations agent of other collective investments into which the Fund invests. However, the Administrator shall take all reasonable steps wherever possible to independently verify prices including having processes that identify stale pricing as well as pricing variations and fluctuations where relevant. Where accurate pricing of assets is not possible, the Administrator will discuss the procedure with the Fund Manager.

The NAV per Unit is determined by dividing the NAV of the Fund by the number of Units in issue and rounding to the fifth decimal and in the case of 0.5 in the sixth decimal being rounded up, with any rounding benefit / loss to be retained by the Fund. It should be noted that if, in order to meet redemptions, it is necessary to realise investments prematurely, any penalties or losses incurred may be reflected in the redemption price of the Units.

SUSPENSION OF VALUATION

In certain circumstances beyond the control of the Fund Manager or the Fund Company specifically a Force Majeure; Valuations and calculation of the Net Asset Value of the Fund shall be suspended until return of normality; The Fund Manager shall notify the Central Bank of Bahrain, the Unitholders and the parties involved in the Fund in the earliest possible time. Upon return of normality, the operations and valuations of the Fund shall recommence with issuance of resolution of directors and prior approval of the Central Bank of Bahrain. Accordingly, neither subscriptions nor redemptions shall be allowed at such times until return of normality and resolution of directors.

However, a suspension of Valuation in normal circumstances is subject to prior approval of the Central Bank of Bahrain, with immediate notification to the Unitholders and the Parties involved.

FEES AND CHARGES

Annual Management Fee

The annual management fee will be 1.75% per annum of the Net Asset Value of the Fund. The fee will be calculated weekly & paid quarterly based on the Net Asset Value of the Fund *on each valuation during the quarter.*

Incentive Fees

In addition to the fees payable to the Fund Manager as set out above, the Fund Manager shall be entitled out of the assets of the Fund to an incentive fee equals 20% of any appreciation of the NAV of the fund in the Financial Year that exceeds 10% per annum, which will accrue on each Valuation Day and will be paid annually in arrears at the end of each accounting period ending on 30th September (the "Relevant Period") in an amount equal to "I".

"I" = 20% x "S" * Total Units Outstanding as of the Valuation Day

Where

"S" = the appreciation of the NAV per unit that Benchmark NAV

Benchmark NAV: (1+Hurdle Rate) * High Water Mark NAV

Hurdle Rate: 10% in a year

For the purposes of calculating the subscription prices and the redemption prices of Units on any Valuation Day the Performance fees as at that Valuation Day will be accrued but in calculating the Net Asset Value per Unit as at the end of the Relevant Financial Year end for determining the Performance Fee such accrual will be ignored.

In the event that Shares are redeemed, the performance fee in respect of such Shares shall be calculated and become payable as at the date of such redemption on an annualized basis.

A High-Water Mark NAV will be employed so that no Incentive Fee will be charged until the NAV per unit exceeds the highest NAV per Unit as at the last Valuation Day of any previous Relevant Period. In the case of a dividend distribution, the High-Water Mark NAV will be adjusted by the dividend per unit distributed

Placement Fee

The Placement Agent will charge new subscribers to the fund a front-end fee of 2%. The Fund Manager may in its discretion, reduce or waive the Placement Fee.

Redemption Fee

The Fund Manager will charge a Redemption Fee of 0.25% on the redemption amount

Organisational Expenses

In addition to the fees and expenses referred to above, the Fund Manager will charge the Fund an organizational expense of 0.25% of the Net Asset Value with a maximum of US\$75,000/- up to

the Fund's launch, to cater to expenses such as marketing, media campaign. To cover such costs these Fees will be amortized over the first financial year of the fund.

The Fund anticipates incurring further fees during the life of the Fund to cater to expenses such as marketing, media campaign, reporting to investors, including without limitation, taxes, expenses for legal and auditing services, printing the annual reports of the Fund, and other expenses due to supervisory authorities in Bahrain, insurance, interest, brokerage costs, the cost of publication of the NAV, benchmarking, fund rating, software and any other costs and commissions incurred in connection with marketing the Fund for which the additional amount will be paid by the Fund up to 0.2% of the NAV and will be expensed as incurred.

Administration and Custodian Fee

For acting as Custodian and Administrator of the Fund, Gulf Custody Company will receive as per Administration, Custody and Registrar Agreement

- 0.25% per annum (25 basis points) of the NAV, subject to annual minimum fee of US\$ 32,000/- (US Dollar Thirty-two Thousand only). The Custodian and administrative fee will be payable quarterly but accrued on a weekly basis within 7 days from every quarter end.
- The above fees cover Sub-Custody Fees in Qatar and UAE Capital Markets only and will be subject to review after one year from the commencement of service or any changes in the current arrangement whichever is first.
- Transaction Fees:
 - USD 35/- per each type of transaction (being Equity transaction in all GCC markets except Saudi Arabia)
 - USD 25/- per each type of transaction (being Equity transaction in the Saudi markets)

Preparing Quarterly Financial Statements: USD 500/- will be charged for any financial statements prepared other than the Annual Financial Statements and Semi-annual Financial Statements of the Fund.

Registrar and Transfer Agency Fee

For acting as Registrar, Gulf Custody Company will receive annual fees of US\$ 5,000/- per annum (USD Five Thousand) for up to the first 200 Unitholders. Unitholders in excess of 200 will be charged USD 25/- per each additional Unitholder per annum, which shall accrue and is payable along with the custody and administration fees.

All out of pocket expenses incurred on behalf of the Fund shall be charged to the Fund at actual value. These expenses include the annual commercial registration fees, annual CBB fees, attestation fees, courier charges, bank charges, postage, printing of documents to be sent to Unitholders and out-of-pocket expenses involved in the course of duties, e.g. stamp duty and correspondent bank charges, etc.

Shari'ah Advisory Fee

The Shariah Advisory Committee shall be paid a fee of Kuwait Dinars 7,000 per annum, settled on a bi-annual basis.

Audit Fees

The Auditor shall be paid a fee of \$13,500 per annum, as per the Audit Engagement Letters.

PART III - TAX AND REGULATION

TAX POSITION OF THE FUND

The following comments are based on advice received by the Fund Manager regarding the current law and practice in Bahrain and elsewhere and are intended only to assist potential investors.

Investors should appreciate that as a result of changing law or practice or unfulfilled expectations as to how the Fund or investors will be regarded by tax authorities in different jurisdictions, the tax consequences for investors may be other than as stated below.

Investors should consult their professional advisors on the possible tax consequences of their subscribing for, purchasing, holding or selling the Units under the laws of their countries of citizenship, residence, ordinary residence or domicile.

BAHRAIN TAX CONSIDERATIONS

As at the date of this document there are no income, withholding or capital gains taxes payable by the Fund under existing Bahrain laws. There are no currency or exchange control restrictions currently in force under the laws of the Kingdom of Bahrain and the free transfer of currency into and out of Bahrain is permitted, subject to any international regulations in force from time to time.

In the event that there is any material amendment or change to the laws of the Kingdom of Bahrain in connection with the matter referred to above, the Fund Manager shall notify the Unitholders and the Central Bank of Bahrain of such amendment or change in the next following report that is circulated to the Unitholders after such amendment or change has come to the attention of the Fund Manager.

UNITHOLDER TAXATION

Prospective investors should ascertain from their professional advisors the consequences of acquiring, holding, redeeming, transferring or selling Units under the relevant laws of the jurisdictions to which they are subject, including any tax consequences and exchange control requirements.

PART IV - GENERAL INFORMATION

REPORTS TO THE UNITHOLDERS

The Fund's fiscal year end will be 30th September in each year beginning in 2008. It is intended to circulate the Fund's annual audited accounts, which are required to be filed with the Central Bank of Bahrain and the Ministry of Commerce and Industry in Bahrain, within four months of the fiscal year end of the Fund.

It is intended that interim (unaudited) accounts for the six months after the fiscal year end, will be published **within two** months **of** the end of the relevant six-month period. Such interim accounts are required to be filed with the Central Bank of Bahrain. The annual audited accounts will be prepared in accordance with international financial reporting.

Accordingly and as per above-mentioned deadlines, the semi-annual and annual reports will be circulated to the Fund's Unitholders and available for inspection by the Unitholders at the offices of the Fund Manager and the Registrar and Transfer Agent.

The Fund will publish the NAV per Unit on a weekly basis and will circulate to Unitholders a periodic report from the Fund Manager which report shall also contain details of any new investment opportunities and information relating thereto.

MATERIAL CONTRACTS

The following contracts which are or may be material, have been entered into by the Fund otherwise than in the ordinary course of business:

- 1) Fund Management Agreement, under which the Fund Manager has been appointed to manage the investments of the Fund and be entitled to receive the payments as detailed under "Fees and Charges". This Agreement can be terminated by any party thereto on three months' written notice.
- 2) Custodian Agreement and Administration Agreement whereby custodial and administrative functions are provided by Gulf Custody Company B.S.C. (c), for which they are entitled to receive from the Fund fees as detailed under "Fees and Charges". The Agreements may be terminated by either party on three months' written notice.
- 3) Registrar Agreement, whereby the duties of Registrar and Transfer Agent are to be performed by Gulf Custody Company B.S.C. (c), for which they are entitled to receive from the Fund fees as detailed under "Fees and Charges". The agreement may be terminated by either party on three months' written notice.
- 4) The Audit Agreement whereby the Audit duties are to be performed by KPMG (Bahrain), for which they are entitled to receive from the Fund fees as detailed under "Fees and Charges".
- 5) The Sharia Advisory Agreement whereby the Sharia Committee of the Fund approves and monitors the Fund's operations, policies and activities to ensure their compliance with Shari'ah precepts, for which they are entitled to receive from the Fund fees as detailed

under "Fees and Charges". The agreement may be terminated by either party on three months' written notice.

In case of termination of any agreement, the appointment of a new party is subject to the approval of Central Bank of Bahrain.

CONFLICTS OF INTEREST

The Fund Manager, its officers and associated companies may be involved in other financial, investment or professional activities which may on occasion give rise to conflicts of interest with the Fund. With the prior approval of the Fund, they may provide similar services to others, so long as the services to be provided to the Fund are not thereby impaired. The Fund Manager will have regard to its obligations under the Management Agreement with the Fund and act in the best interests of the Fund, so far as is practicable having regard to its obligations to other clients, when potential conflicts of interest arise.

MISCELLANEOUS

- (i) No Units in the Fund are under option or agreed conditionally or unconditionally to be put under option.
- (ii) No Units or loan capital of the Fund have been or are agreed to be proposed to be issued as fully or partly paid up otherwise than in cash.
- (iii) There are no voting rights assigned to Unitholders of the Fund.
- (iv) There shall be no certificates for subscription of units in the Fund. Instead, written confirmations shall be provided to the Unitholders following allocation of units.
- (v) As at the date of this Prospectus the Fund has no loan capital outstanding or created and issued, and no outstanding mortgages, charges, debentures or other borrowings, including bank overdrafts and liabilities under acceptances or acceptance credits, hire purchase or finance lease agreements, guarantees or other contingent liabilities.
- (vi) The Fund Manager is or may be promoters of the Fund and will receive the management fee and other benefits from the Fund as described in this Prospectus. Save as disclosed in this Prospectus, no amount or benefit has been paid or given to the Fund Manager and none is intended to be paid or given.
- (vii) The Fund shall comply with the Legislative Decree No. (4) of 2001 with respect to Prohibition and Combating of Money Laundering and the various Ministerial Orders issued there under including, but not limited to, Ministerial Order No. (7) of 2001 with respect to the Institutions' Obligations Concerning the Prohibition of and Combating Money Laundering. The Fund will comply with any rules issued by the CBB from time to time with respect to Prohibition and Combating of Money Laundering. It is required that an applicant verify his identity to the Fund. The Placement Agent and the Registrar will notify applicants if proof of identity is required. An individual is required to produce a copy of a passport or identification card duly certified by a public authority, together with evidence of his address such as utility bill or bank statement. In the case of corporate

subscribers, this may require production of a certified copy of the Certificate of Incorporation, bylaws, Memorandum and Articles of Association (or equivalent), and the names and addresses of all directors and beneficial owners.

- (viii) The Fund Company reserves the right to request further documentation or information from the investor as is required by the Know Your Customer (KYC) regulations, and other requirements and regulations issued by the CBB from time to time on anti-money laundering and terrorist financing.
- (ix) The Fund Manager must obtain prior approval of the Central Bank of Bahrain for any material amendment or change to the Fund's investment policy, operators of the scheme, merger, division, change of directors of the fund company, and any other major issue. The Fund Manager shall notify the Unitholders with 14 calendar days of the effective date of the amendment or change.
- (x) The Fund Manager shall obtain prior approval of the Central Bank of Bahrain for termination of the scheme. Some of the circumstances under which the Fund Manager may be forced to terminate the scheme are but not limited to; adverse market conditions, Fund Manager resignation, merger, redemptions, or force majeure. The Fund Manager shall notify the Unitholders with 14 calendar days of the effective date of the amendment or change.

DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents, which are available for information only and do not form part of this Prospectus, may be inspected at the offices of the Fund Manager/Placement Agent at the below mentioned office in Bahrain, during normal business hours on any day save for Fridays and public holidays: -

1. the material contracts referred to above;
2. the Commercial Companies Law (Decree Law No.21/2001) of the laws of Bahrain;
3. the Commercial Registration, Memorandum and Articles of Association of the Fund Company;
4. this Prospectus;
5. the Instrument.

FUND MANAGER ADDRESS

Global Investment House K.S.C.C.

Global Tower, Al Shuhada'a Street, Al Sharq, Kuwait City, P.O. Box : 28807 Safat, 13149
Kuwait

Telephone: +965 2 295 1000

Facsimile: +965 2 295 1005

BAHRAIN OFFICE ADDRESS

Global Investment House B.S.C. (Closed)

NBB Tower, Building 113, 19th Floor, Office 191, Government Avenue 383, Block 316,
P.O. Box 855, Manama, Kingdom of Bahrain

Telephone: + (973) 17-210011

Facsimile: + (973) 17-210022

GOVERNING LAW

The Fund is governed by the laws of the Kingdom of Bahrain and by the regulations of the Central Bank of Bahrain.

DIRECTORS

The first directors of the Company shall be as follows:

- | | |
|--------------------------|------------|
| 1. Abdul Wahab Al Halabi | -Director |
| 2. Fawaz Al Shatti | - Director |
| 3. Khawla B. Al Roomi | - Director |
| 4. Naser Al Gharibah | - Director |

DIRECTOR PROFILES

Abdul Wahab Al Halabi

Chief Executive Officer

Global Investment House (KSCC)

Mr. Al-Halabi has over 20 years of experience in the fields of executive management. He involved in the REIT industry in the region. Prior to that, he was the Group Chief Investment Officer of Meraas Holding, a leading UAE based developer where he was responsible for the group's capital markets, investments, funding and finance functions. He has also been the Chief Executive Officer of Dubai Properties and held various senior positions within the Dubai Holding group focusing on their development and leisure businesses. He started his career with KPMG in London working on debt advisory services and restructuring and for two years was a partner at KPMG Dubai co-heading the transaction and restructuring unit in the UAE and Oman.

Mr. Al-Halabi is also a current board member of DXB Entertainments, a DFM listed entity and was previously on several boards including Emirates REIT Management which managed Emirates REIT, a NASDAQ Dubai listed entity and several other private enterprises related to Meraas.

Mr. Al-Halabi holds a degree in Economics from London School of Economics, and is a fellow of the Institute of Chartered Accountants in England and Wales.

Fawaz Al Shatti

Vice President – legal Affairs
Global Investment House (KSCC)

Fawaz is a corporate and investment lawyer with over 10 years experience in the sector. Joined Global Investment House (KSCC) in 2012 and is currently VP- Head of Legal Affairs and secretary to the Board of Directors of Global Investment House (KSCC). Fawaz is also a member of new products committee and the loan provisions committee at Global Investment House (KSCC). He previously sat on the boards of several portfolio and or affiliated companies such as Gulf Health Care International, Al Bareeq Holding Company, Mushaa Islamic Real Estate Company) and currently sits on the board of Global Distressed Fund and Finacorp Investment Company.

Fawaz is responsible for advising the Company’s management on a variety of corporate and investment related legal matters including without limitation (capital markets laws and company laws, acquisitions, restructurings, settlements, real estate, fund incorporation, structuring and all matters ancillary to corporate transactions).

Fawaz also previously worked for DLA Piper Kuwait. He received his LLB from London Guildhall School of Law and Governance (London Metropolitan University) in 2006.

Khawla B. Al Roomi

Executive Vice President
Personnel and Administration
Global Investment House (KSCC)

Educational Background

Received her Bachelor of Commerce from the Kuwait University in 1983.

Professional Background

Joined KFTCIC in 1983 and worked as Senior Vice President, Personnel and Administration, at Kuwait Foreign Trading and Contracting and Investment Company ‘KFTCIC’ from 1994 to 1997.

Worked as Senior Fund Manager, Human Resources at Kuwait Investment Company ‘KIC’ from 1997 to 1998.

Joined Global Investment House (KSCC) in 1998 as Senior Vice President, Personnel and Administration.

Naser Al Gharibah

Operations Fund Manager
Global Investment House Bahrain

Educational Background

Received Bachelor of Business Administration from Mercer University, Atlanta, Georgia, USA in 1984.

Professional Background

Joined Al Ahleia Insurance Co. S.A.K. in 1985, and worked as a Trainee in the General Accidents Department till 1987

Worked for the Motor Department as Fund Manager. 1987-1988

Worked for Production & Branches Department as Fund Manager. 1988-1994

Worked as Assistant General Fund Manager. 1994 - 1997.

Joined Al-Dar Insurance Bureau in 1997 as General Fund Manager up to 2003.

Joined Global Investment House Bahrain in 2003 as Operations Manger

PART V - APPLICATION PROCEDURE

Applications for Units in the Fund must be made to the Fund Manager in accordance with the procedure set out below: -

1. SUBSCRIPTION

Applications for Units along with cleared subscription monies must be received two (2) Business Days prior to the relevant Valuation Day. Subscription amount must be remitted through the Subscribers own bank account.

2. BY FAX, POST OR HAND

The Directors strongly recommend fax applications using the Subscription Agreement Form herewith. However, the original application must follow promptly thereafter. Applications may be sent by post or delivered by hand using the relevant Subscription Agreement Form herewith.

3. PAYMENT TRANSFER

No Units will be issued to an applicant until cleared payment is received by the Fund. Investors are therefore recommended to arrange for a telegraphic transfer of the amount to be invested to the account details provided below:

4. CURRENCY OF PAYMENT

Payment must be in US Dollars. Any application monies, other than in US dollars, will be converted into US dollars and all bank charges and other conversion costs will be deducted from the application monies prior to investment in the units.

5. NOTES

- i) Subscriptions will be acknowledged by written communication.
- ii) The Fund Manager reserves the right to reject any application in whole or in part, in which event the application monies or balance thereof will be returned by post at the risk of the applicant.
- iii) Where registration of Units is requested in the name of a bank or other nominee, the application should be made by the nominee in question.
- iv) Where registration is requested in joint names all applicants should sign the Subscription Agreement Form.
- v) Measures will be taken into consideration to comply with the Money Laundering Regulation issued by the CBB on 14th October 2001. It is required that an applicant verify his identity to the Fund. The Fund Manager will notify applicants if proof of identity is required. An individual is required to produce a copy of a passport or identification card duly certified by a public authority, together with evidence of his address such as a utility bill or bank statement. In the case of corporate

subscribers, this may require production of a certified copy of the Certificate of Incorporation, bylaws, Memorandum and Articles of Association (or equivalent), and the names and addresses of all directors and beneficial owners.

- vi) The Fund Manager will notify the unitholders of any CBB approved changes in the Fund's structure, fees or parties within a period of [10] business days, prior to the changes taking effect.

SUBSCRIPTION AGREEMENT

The Fund Manager/Placement Agent
Global Investment House (K.S.C.C.)
Global Tower, Al Shuhada'a Street, Al Sharq,
P.O. Box : 28807 Safat, 13149 Kuwait

Telephone: +965 2 295 1000
Facsimile: +965 2 295 1005

Dear Sirs,

1. I/We hereby agree to subscribe for units (the "Units") in Global GCC Islamic Fund (the "Fund"), up to a value and on the terms set forth herein and in the Fund's Prospectus (the "Prospectus") and subject to the Global GCC Islamic Fund Company B.S.C. (Closed) (the "Company") Memorandum of Association (the "Memorandum") and Articles of Association (the "Articles") and the Instrument. I/We understand that capitalised terms used and not otherwise defined herein have the respective meanings ascribed thereto in the Prospectus.
2. I/We understand that this subscription represents an irrevocable offer to subscribe for Units to a value set forth below, or such lesser value for which this subscription may be accepted, and may not be withdrawn. I/We understand that the Board of Directors of the Company (the "Board") reserves the right, in its sole discretion, to accept all, part or none of a subscription and to allocate Units among subscribing investors. I/We understand that the subscription for Units hereby made, if accepted, will constitute a binding agreement between me/us and the Company concerning the subject matter of this Subscription Agreement.
3. My/Our Units are to be registered as follows (name and full address PRINTED exactly as Units are to be registered):

Name(s) of Subscriber(s): _____

Nationality: _____ Occupation: _____

Address: _____

Telephone: _____ Telex: _____ Fax: _____

Bahrain address for communications (where subscriber not resident in Bahrain)

Attention of: _____

Telephone: _____ Telex: _____ Fax: _____

Notes:

- a) This information will be listed in the Company's Unitholder register and will be used by the Company when it sends all communications and materials relating to the Units (including written confirmations for my/our Units and reports on the Units and the Company).
- b) All individual investors have the right of access to, and to update, all their records (whether held on computer files or manually) held by the Fund Manager. A copy of such record will be provided to an investor who so requests it. Requests should be made in writing to Global Investment House KSCC at the address set out at the top of this Subscription Agreement.
- c) Where the applicant is a financial institution, broker or other person applying to acquire Units on behalf of its individual client(s) the applicant represents and warrants that it has full power and authority on behalf of the individual investor to subscribe for Units and to execute any necessary subscription documentation, including this Subscription Agreement and, in particular but without limitation to the aforesaid, to make representation 16 below on behalf of such individual investor.

4. I/We hereby subscribe for Units up to a value of USD _____ including initial charges as per the prospectus.

I/We understand that I/we will not be issued with any Units until cleared payment is received. I/We have arranged a telegraphic transfer for the total amount of my/our subscription in the sum set forth in (iii) above to the following account:

5. My/Our bank details are as follows (for any distributions):

Bank Name: _____

Address : _____

Telephone : _____ Fax : _____

Account Name : _____

Account No : _____ Sort Code : _____

Correspondent Bank and address _____

6. I/We agree that the following are continuous representations and that all further subscriptions for Units will be governed by them. I/We further agree to advise you promptly of any changes to the representations herein.
7. In connection with this subscription, I/we represent and confirm to the Company as follows: (a) I/We acknowledge receipt of a copy of the Prospectus, (b) I/We have, prior to any sale to me/us, been given access and the opportunity to examine the Memorandum and Articles, the Instrument and other principal documents and the opportunity to ask questions of, and to receive answers from, the Company's management concerning the terms and conditions of the Offering of the Units or any other matter set forth in the Prospectus, and to obtain any additional information (to the extent the Company possesses such information or can acquire it without unreasonable effort or expense) necessary to verify the accuracy of the information set forth in the Prospectus, (c) I/We have read and understood the Prospectus and that it is not intended to provide investment, tax, legal or accounting advice, (d) I/We have reviewed the Prospectus and the subject investment, with such financial, business, legal and tax advisors as I/we deemed necessary, and have determined that the subject investment is suitable in light of my/our financial condition and risk preferences, (e) I/We have requisite power and authority and, if the subscriber is a corporation, partnership, trust, estate or other entity, have been duly organised, are validly existing and in good standing in the relevant jurisdiction of organisation and have received all requisite corporate or other authorisation, in each case if applicable to make this subscription and to purchase and hold the Units in accordance with the terms of the Prospectus (and if applicable a true correct and complete copy of corporate resolutions or other evidence of such authorisation is attached hereto).
8. I/We hereby certify that (a) I/we understand and agree that the Units have not been registered or listed in any jurisdiction, (b) I am / we are over the minimum age of 21 years, (c) I am / we are not a restricted person, (d) I/we understand that the Units may not be offered, sold, transferred or delivered, directly or indirectly, to restricted persons., (e) I/we have obtained all necessary authorisations and licences required in order to subscribe for the Units and (f) to the best of my/our knowledge, neither this subscription nor the purchase of the Units by me/us will violate any securities or other laws of any jurisdiction, and (g) I am/we are an Expert Investor and satisfy the definition of an Expert Investor as outlined in the Prospectus, as per document evidence attached hereto.
9. I/We understand that any certificate or other confirmation of registration of the Units shall contain a legend referring to the foregoing restrictions on ownership and transfer of the Units and that any attempted transfer in violation of such restrictions will be void and will not be recognised by the Company.
10. I/We understand and agree that transfers of the Units may be made only to the extent permitted by the Prospectus.
11. I/We agree to indemnify the Company against any liability or expenses incurred by the Company in connection with any action, suit or proceeding resulting from, arising out of,

or relating to any statement or any other action made by me/us in this Subscription Agreement or otherwise in connection with my/our subscription for Units hereunder.

12. I/We acknowledge that I/we will be solely liable and responsible for the payment of any stamp duties, transfer and other similar taxes, if any, imposed in connection with the purchase or transfer of the Units.
13. I/We acknowledge that the issuance, ownership and transfer of, and other rights and obligations pertaining to, the Units, are and will be governed by the Memorandum and Articles, and the Instrument, as from time to time amended, copies of which are available on request from the Company and are on file at the Company's principal office; Building No. 113, 19th Floor, Office 191, Government Avenue 383, Block 316, P.O. Box 855, Manama, Kingdom of Bahrain.
14. I/We understand that if for any reason my/our subscription is not accepted, in whole or in part, the remaining part of the subscription amount will be returned to me/us.
15. I/We understand that written confirmations in respect of the subscriptions for Units accepted by the Company will be forwarded within 14 days of the allocation of Units.
16. For individual investors only:

I/We agree that:

- (a) Information supplied on this Subscription Agreement and otherwise in connection with my/our subscription for Units may be held by the Fund Manager and will be used for the purpose of processing my/our subscription and investment in the Fund and completion of information on the Register of unitholders of the Fund, and may also be used for the purpose of carrying out my/our instructions or responding to any enquiry purporting to be given by me/us or on my/our behalf, dealing in any other matters relating to my/our holding of Units (including the mailing of reports and notices), forming part of the records of the recipient as to the business carried on by it, observing any relevant jurisdiction (including any disclosure or notification requirements to which any recipient of the data is subject) and to provide a marketing database for product and market research or to provide information for the despatch of information on other products or services to me/us from the Fund Manager or any connected person of the Fund Manager. All such information may be retained after my/our Units have been redeemed.
- (b) The Fund Manager may disclose and transfer such information to the Company, and the Auditor, including any of their employees, officers, directors and agents and/or to the ultimate holding companies of the Fund Manager and/or its subsidiaries and/or affiliates or to any third party employed to provide administrative, computer or other service or facilities to any person to whom data is provided or may be transferred as aforesaid and/or to any regulatory authority entitled thereto by law or

regulation (whether statutory or not) in connection with my/our investment in the Fund which persons may be persons outside Bahrain.

17. This Subscription Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain.

IN WITNESS WHEREOF, the subscriber(s) has/have executed the Subscription Agreement on the date set forth below:

Investor's Signature

Date

Place of Execution

Investor's Signature

Date

Place of Execution

ACCEPTANCE

Global GCC Islamic Fund Company B.S.C. (Closed) (the “Company”) hereby accepts the subscription by _____ to acquire Units in Global GCC Islamic Fund as detailed below, upon the terms and conditions of the Subscription Agreement dated [.....] to which this Acceptance is attached and of which it is a part, and in exchange for an investment commitment set forth in this Subscription Agreement.

The details of the Units allocated to you and the total amount payable by you pursuant to this acceptance are as follows:

Number and value of Units allocated to you
are _____ Units x [] each = _____

Accepted on behalf of the Board of Directors of the Company:

By : _____ **Dated :** _____

GLOBAL GCC ISLAMIC FUND - REDEMPTION REQUEST

To: Global Investment House KSCC (the "Fund Manager")
P.O. Box 28807, Safat 13149, Kuwait

Fax:- +(965) 2 295 1005

Client number: _____ Client Name: _____
Nationality: _____ Civil ID/CRN: _____
Passport No. (for non-residents): _____
Address: _____ P.O. Box: _____
Telephone No: _____ Fax No: _____

*I/We hereby apply to redeem the following units of Global GCC Islamic Fund, as per the net asset value per unit at the redemption price prevailing on the next Redemption Day (being weekly on the Valuation Day) following receipt of this Redemption Request by the Fund Manager. (Please fill in either number of units to redeem or total amount to redeem)

Number of units held:	<input type="text"/>
Number of units to redeem:	<input type="text"/>
Amount to redeem:	<input type="text"/>
Mode of Payment:	<input type="text"/>

Please settle the total amount redeemed as follows :

Transfer the amount to my/our account I Bank name: _____
Account Number: _____ Country: _____
Account Currency: _____ Correspondent Bank: _____

Subscribe on my/our behalf in _____
(attach application)

Settle my/our outstanding interest _____

Close Loan Number: _____

Close my/our outstanding capital call on _____

Other (_____)

Please forward to *me/us a statement of account for the balance of the Units (if any).

Signed _____
Dated _____
Signature Verification _____

(either a bank, registered broker, notary public or Justice of the Peace)

Notes:

- (i) In the case of joint holders, all must sign
- (ii) A body corporate must sign by a duly authorised officer and the redemption request must be supported by a covering letter on headed notepaper
- (iii) If a number of Units is not specified, all the Units will be redeemed
- (iv) Delete items marked * as appropriate
- (v) Where the redemption request is sent by fax, the original must follow by post and redemption proceeds will not be paid until the original request has been received. The Fund Manager accept no responsibility for any loss arising in connection with non-receipt of the original fax transmission.
- (vi) If payment is to be made to any person, other than the registered Unitholder, the Unitholder's signature must be verified by a justice of the peace, bank, registered broker or notary public.
- (vii) The redemption request is to be received 6 calendar days prior to the Redemption Day . In case redemption requests are received after the Cut off, then the redemptions will be carried forward to the next Redemption Day. In case the Directors determine any other Valuation Day, redemption requests will have to be sent 6 calendar days before such Valuation Day.

For official use only

Number of units to be redeemed: _____
Net Asset Value price: _____
Amount redeemed: _____
Value date: _____
