

المرفقات: ١٠

الموضوع: تعديل اتفاقية الاستثمار بالبيع الآجل باللغة الإنجليزية

قرار الهيئة الشرعية رقم (١٣/ب)

الحمد لله رب العالمين، والصلاة والسلام على نبينا محمد وعلى آله وصحبه أجمعين، وبعد:
فإن الهيئة الشرعية لبنك البلاد في اجتماعها الخامس والتسعين بعد الثلاثمائة، المنعقد يوم
الأربعاء ٢٦/١٠/١٤٢٧هـ الموافق ٠٧/١١/٢٠٠٦م، في المبنى الرئيس للبنك بالرياض،
قد اطلعت على تعديل اتفاقية الاستثمار بالبيع الآجل باللغة الإنجليزية المرفوعة من
مجموعة الخزينة.

وبعد المداولة والمناقشة ودراسة الاتفاقية، قررت الهيئة -بالأغلبية- إجازتها وفق الصيغة
المرفقة بالقرار شريطة الالتزام بالضوابط وإجراءات العمل المبينة في القرار رقم (١٣).
وفق الله الجميع لهده، وجعل العمل في رضاه، والله أعلم، وصلى الله على نبينا محمد وعلى
آله وصحبه وسلم.

الهيئة الشرعية

الشيخ أ.د. عبدالله بن محمد المطلق (نائباً)



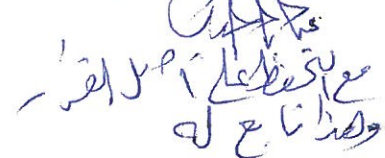
الشيخ: عبدالله بن سليمان بن منيع (رئيساً)



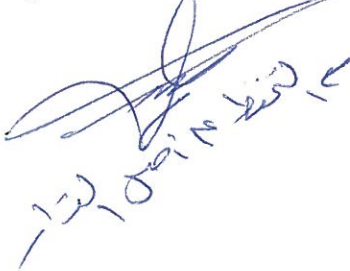
الشيخ د. عبدالعزيز بن فوزان الفوزان (عضواً)



الشيخ أ.د. عبدالله بن موسى العمار (عضواً)



الشيخ د. محمد بن سعود العصيمي (عضواً وأميناً)



الشيخ د. يوسف بن عبدالله الشبيلي (عضواً)



DIRECT INVESTMENT AGENCY AGREEMENT

This DIRECT INVESTMENT AGENCY AGREEMENT (this "Agreement") is made and entered into on [*], by and between:

١. Bank Albilad, a Saudi Arabian Joint Stock Company incorporated under the laws of the Kingdom of Saudi Arabia, with a registered office at Al-Malaz, P.O. Box ١٤٠, Riyadh ١١٤١١, Phone [*], Facsimile [*], Telex [*] (the "Agent"); and
٢. [*], a [*] incorporated under the laws of [*], with a registered office at [*], Phone [*], Facsimile [*], Telex [*] (the "Investor").

Preamble

WHEREAS, Investor is desirous of entering into Trade Transactions for investment purposes;

WHEREAS, Agent is able to provide, offer and execute such Trade Transactions on behalf of Investor according to the terms and conditions of this Agreement;

WHEREAS, Agent and Investor are desirous of entering into this Agreement to govern every Trade Transaction made thereto;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, Agent and Investor hereto agree as follows:

١. The above preamble and the exhibits attached to this Agreement are deemed an integral part of this Agreement.

٢. Definitions:

- a. "Commodity" means metals comprised or intended to be comprised in a Trade Transaction, excluding gold and silver.
- b. "Deferred Payment Date" means the day in which Agent will make the Sale Price available at a bank account designated by Investor and as indicated in Sale Offer, in relation to Trade Transaction.
- c. "Purchase Authorization" means the request to enter into a Trade Transaction issued and sent by Investor to Agent, as per the form set out in Exhibit A attached to this Agreement or in one of the following means: by phone (through a recorded call), SWIFT or the dealing system.
- d. "Purchase Confirmation" means the confirmation issued and sent by Agent to Investor, as per the form set out in Exhibit B attached to this Agreement or in one of the following means: by phone (through a recorded call), SWIFT or the dealing system, confirming the purchase of Commodity as requested by Investor in the Purchase Authorization
- e. "Purchase Price" means the price of Commodity, which is calculated by multiplying the unit purchase price by the quantity of Commodity purchased by Investor. It also should donate the monetary value that Investor will pay with regard to Trade Transaction as indicated in Purchase Confirmation.

- f. "Trade Transaction" means a Murabaha based purchase and sale of Commodity against cash or on Deferred Payment Date.
- g. "Sale Confirmation" means the confirmation issued and sent by Agent to Investor, as per the form set out in Exhibit D attached to this Agreement or in one of the following means: by phone (through a recorded call), SWIFT or the dealing system, confirming the sale of Commodity either to Agent or to third party.
- h. "Sale Offer" means the offer to sell the Commodity made and sent by Investor to Agent, as per the form set out in exhibit C attached to this Agreement or in one of the following means: by phone (through a recorded call), SWIFT or the dealing system.
- i. "Sale Price" means the Purchase Price plus the mutually agreed upon profit margin and calculated by multiplying the unit sale price by the quantity sold by Investor. It should also denote the monetary value that Investor will receive from Agent at Deferred Payment Date as indicated in Sale Offer.
- j. "Value Date" means the day in which Investor will make the Purchase Price available at a bank account designated by Agent and as indicated in Purchase Confirmation, in relation to Trade Transaction.

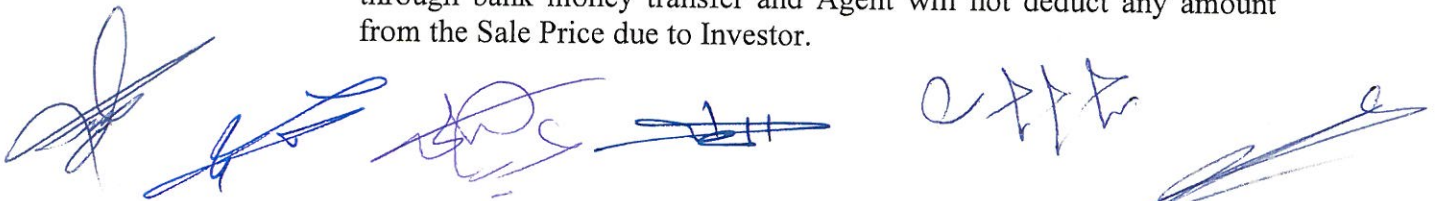
٣. Appointment of Agent:

- a. Investor hereby appoints Agent as its agent to act on its behalf with respect to Trade Transactions offered by Agent, through purchase agreements, sales agreements or other agreements as fully as Investor could itself do and to negotiate with Commodity manufacturing and industrial firms, their suppliers and their clients or with Commodity dealers or brokers on behalf of Investor in relation thereto.
- b. All Trade Transactions will be sought by Agent strictly in accordance with the guidelines and terms explained in this Agreement and any other subsequent agreement between Investor and Agent.

٤. Investment Implementation:

- a. Investor may request Agent, from time to time, to purchase Commodity on its behalf by sending Purchase Authorization to Agent.
- b. Upon receiving the Purchase Authorization from Investor, Agent shall be authorized to purchase the Commodity on behalf of the Investor, whenever such purchase becomes available.
- c. Agent will purchase one type of Commodity in the amount requested by Investor. Investor understands that the purchase price, hence the invested amount, might be lesser than the amount requested by Investor. Upon such purchase, the purchased Commodity will be legally owned by Investor with all the contractual effects of holding title. In the event of diversity of types of commodities mentioned in the Purchase Authorization, Agent shall have the right to choose which Commodity to buy according to Commodity availability.

- d. Agent will advise Investor of the purchase of Commodity by phone or by sending Purchase Confirmation to Investor and forward a copy of the designation documents immediately upon conclusion of the purchase of Commodity by different communication tool (Fax, Swift or Email).
 - e. Investor shall deliver to Agent, on Value Date, the Purchase Price of the purchased Commodity, through bank money transfer.
 - f. If upon the purchase of a given Commodity the Purchase Price is found to be lower than the amount has been invested by Investor, the balance of the amount that has not been invested shall be immediately returned to the Investor.
- o. Sale of Commodity:
- a. Upon completion of Commodity purchase on behalf of Investor, Investor may offer to sell the Commodity to Agent or to appoint Agent as its agent to sell the Commodity to a third party.
 - b. Following the receipt by Investor of the Purchase Confirmation from Agent, if Investor desires to sell the subject Commodity, Investor shall send a Sale Offer to Agent before ٣:٠٠pm (Riyadh time) of the day Investor received the Purchase Confirmation from Agent.
 - c. The Sale Offer made and sent by Investor should indicate whether Investor is offering to sell the Commodity to Agent or to a third party through Agent.
 - d. Upon receiving the Sale Offer according to clause o(b) of this Agreement, Agent will either:
 - i. Buy the Commodity, in case Investor chooses to sell to Agent, by sending a Sale Confirmation to Investor; or
 - ii. Act as an agent, in case Investor chooses to sell to third party, and send a Sale Confirmation to Investor whenever Agent successfully concludes the sale to third party: or
 - iii. Keep the commodity in the Investor's possession and the Investor shall be liable for all risk and charges related to that commodity.
 - iv. Upon the completion of such sale the commodity will be legally owned by Agent or a third party, as the case may be, with all the contractual effects of holding such title.
 - k. To avoid any conflict of interest, it is not permissible for Agent or its employees to act as an agent if Investor chooses to sell the Commodity to Agent.
 - l. On the Deferred Payment Date of each Trade Transaction arranged under this Agreement, the Sale Price shall be delivered to Investor through bank money transfer and Agent will not deduct any amount from the Sale Price due to Investor.



- m. If Investor did not send the Sale Offer as provided in clause ٥(b) of this Agreement for any reason, then Investor, as sole owner of the Commodity, shall bear the risk of loss resulting from differences in Commodity prices and all expenses related to retain the Commodity such as storage and any other expenses resulting from holding title to the Commodity.

٦. Duties of Agent:

- n. All agreements, contracts and forms used pursuant to this Agreement have been approved by Shariah Committee of Agent.
- o. Agent shall act as an agent of Investor only to the extent expressly provided herein and with regard to Trade Transactions contemplated hereunder and shall not otherwise be regarded as the agent of Investor in any respect whatsoever.
- p. Agent is hereby prohibited from concluding any sale contract in connection with this Agreement before possessing the Commodity through concluding the purchase contract and no transaction shall be carried on the Commodity following its purchase by Agent from a third party on behalf of Investor and prior to the sale by Investor of the Commodity.
- q. Agent shall not purchase the Commodity from the investor if this Commodity has been sold to Investor by Agent itself in its capacity as the owner of the whole or most of this Commodity.
- r. The Commodity shall not be of the type that cannot be deferred, such as gold or silver.
- s. Agent is responsible for the due execution, legality, validity, adequacy and enforceability of Trade Transactions contemplated hereunder.
- t. Agent will provide Investor with copies of supporting documents of each Trade Transaction such as holding certificates and the list of warts whenever requested by Investor.
- u. On Deferred Payment Date, in relation to each Trade Transaction, Agent, after receiving due fund from the obligor, shall duly pay the Sale Price to Investor in accordance with Investor payment instructions specified in the Purchase Authorization and confirmed by Agent as specified in the Purchase Confirmation.

٧. Taxes:

Agent warrants that the Purchase Price and Sale Price in each Trade Transaction to be advised hereunder shall be inclusive of all taxes, withholdings, imports, levies or duties, if any, present or future, of any nature that may be imposed by any taxing authority.

٨. General Terms and Conditions:

- v. Investor and Agent shall provide each other a specimen of the signature of their authorized signatory to this Agreement and relevant forms.
- w. The terms and conditions of this Agreement are considered to be incorporated as a part of and shall apply to each and every Trade Transaction.
- x. In the event that the Deferred Payment Date coincides with an official holiday, the delivery of the payment shall be due on the first following business day without any change in the amount due and payable.
- y. In the event of a change by Investor of its account numbers, it shall advise Agent of the new account numbers at least ٣٠ days prior to the nearest Deferred Payment Date.
- z. If Investor desires to accelerate repayment of a Sale Price, Investor and Agent shall discuss and try to reach a reasonable agreement regarding such change, without any obligation on part of Agent to accept such acceleration.

٩. Term of the Agreement:

The term of this Agreement shall be one year from the date mentioned above, and shall be automatically renewable for similar terms, unless either party provides the other party with a ٣٠ days notice of termination.

١٠. Applicable Law:

- aa. This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia in consistency with Islamic Sharia laws.
- bb. In the event that a dispute arises between Agent and Investor over the interpretation, implementation, validity or termination of this Agreement, Agent and Investor shall endeavor to resolve the dispute amicably. If Agent and Investor failed to reach an amicable solution within ٣٠ days from the date of the dispute, Agent or Investor shall have the right to resort to competent judiciary authorities in the city of Riyadh in Saudi Arabia to resolve the dispute.

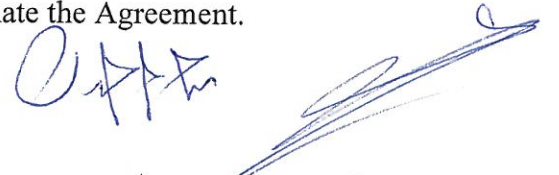
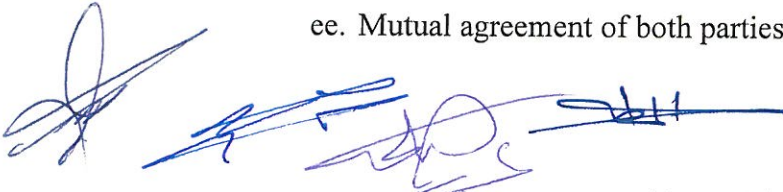
١١. The Relationship between Investor and Agent:

The relationship between the Investor and Agent shall be determined by the terms and conditions of this Agreement.

١٢. Termination of the Agreement:

This Agreement shall be terminated under any of the following conditions:

- cc. Completion of its term, as extended.
- dd. Breach of any conditions and failure to remedy the breach within ٣٠ days of the date of service of written notice of breach by non-breach party.
- ee. Mutual agreement of both parties to terminate the Agreement.



- ff. Declaration of bankruptcy or liquidation of either party or appointment of a receiver in bankruptcy.
- gg. Investor serving Agent ٣٠ days written notice of termination of the Agreement during its valid term.
- hh. The implementation of the Agreement is rendered impossible due to force majeure which continues for a period exceeding ٣٠ continuous days.
- ii. No expiry date or early termination (as the case may be) shall affect the rights and obligations of either party hereunder in relation to any outstanding Trade Transaction upon which the conditions of this Agreement shall remain applicable until such Trade Transaction is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives on the date first above written.

Signed for and on behalf of Investor	Signed for and on behalf of Agent
Name:	Name: Amr Mostafa
Title:	Title: General Manager, Treasurer
Signature:	Signature:



Exhibit A
Purchase Authorization

Date [*]

From [*] ("Investor")

To :Bank AlBilad ("Agent")

Dear Sirs ,

This form is subject to the terms and conditions of the Direct Investment Agency Agreement date [*].

We hereby desire to purchase [*], and authorize you to purchase the following Commodity:

Description of Commodity [*]

Purchase Price: Not to exceed [*] currency [*], inclusive of any expenses related to the purchased Commodities

Payment Instructions:

Transfer the amount through [*] to your account with [*], dated[*].

You represent that your purchase of such Commodity shall be based on purchase contracts duly approved by the Sharia Committee of Bank AlBilad Bank, and subject to your confirmation that you would be responsible for refraining from having any dealing on the Commodity following their purchase through you for our account for the duration of our ownership and prior to our sale of these commodities.

In the event of your acceptance of this authorization, we hope that you would kindly confirm to us your purchase of the subject Commodity and send to us copies of the identification documents

Investor [*]

Name and Signature of the Authorized Signatory [*]

Exhibit B
Purchase Confirmation

Date

From: Bank AlBilad ("Agent")

To: [*] ("Investor")

Dear Sirs,

This form is subject to the terms and conditions of the Direct Investment Agency Agreement dated [*], and with reference to the Purchase Authorization dated [*], we would like to advise you that we have purchased on your behalf the following Commodity:

Description of Commodity [*].

Quantity [*] weight in ounces, tons, etc.

Identifying marks [*] (Commodity shall be identified by numbers or kept in custody in Agent designated location)

Purchase Price [*] currency

Date of payment of Purchase Price [*]

The Purchase Price to be credited to our account with [*], dated [*]

Enclosed are documents of identification of Commodity.

Bank AlBilad

Name and Signature of Authorized Signatory [*]

صفحة ٩ من ١١

المرفق رقم (٣) للقرار (١٣/ب)



Exhibit C
Sale Offer

Date [*]
From [*] ("Investor")
To Bank AlBilad ("Agent")

Dear Sirs,

This form is subject to the terms and conditions of the Direct Investment Agency Agreement dated [*], and with reference to clause ° of the Agreement, we hereby [sell to you/ or appoint as agent to sell to third party] the following Commodity:

Description of Commodity [*]
Quantity [*] ounces
Sale Price [*]
Deferred Payment Date [*]
Delivery: Commodity is reserved to your order on our behalf in [*]
Payment instructions: [*]

Name [*]
Signature of Authorized Signatory [*]

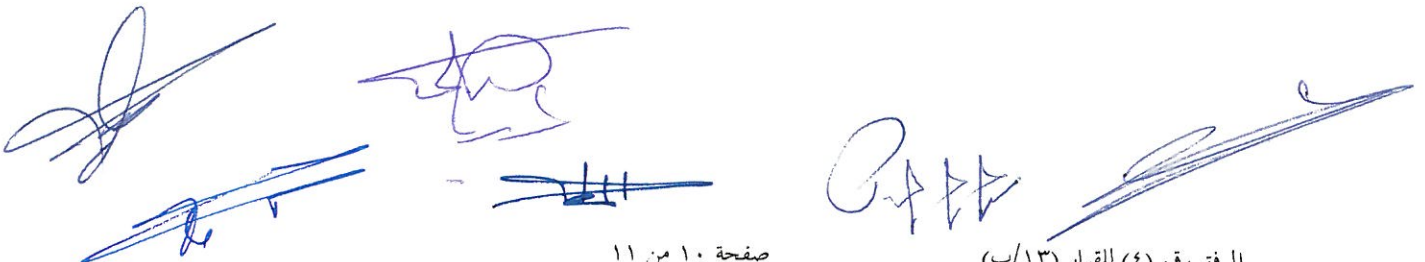


Exhibit D
Sale Confirmation

Date [*]

From: Bank AlBilad ("Agent" or "Buyer")

To [*] ("Investor")

Dear Sirs,

We hereby accept to [purchase the Commodity] or [act as your agent to sell the Commodity to third party] as stated in your Sale Offer dated [*], and we shall [pay you the] or [collect your] Sale Price of [*] on the Deferred Payment Date, which is [*].

Bank AlBilad

Name and Signature of Authorized Signatory [*]

