Dar Al-Arkan Sukuk Company Ltd.

(*incorporated in the Cayman Islands with limited liability*)

U.S.$1,200,000,000

Trust Certificate Issuance Programme

On 14 November 2013, each of Dar Al-Arkan Sukuk Company Ltd. (the **Trustee**) and Dar Al-Arkan Real Estate Development Company (**Dar Al-Arkan**) published the base prospectus attached hereto as Annex A (the **Base Prospectus**) in connection with the Trust Certificate Issuance Programme (the **Programme**) established by the Trustee for the issuance of up to U.S.$1,200,000,000 in aggregate face amount of trust certificates (the **Trust Certificates**). On 19 May 2014, the Trustee and Dar Al-Arkan published a supplement to the Base Prospectus attached hereto as Annex B (the **Base Prospectus Supplement**) in connection with the Programme.

The Base Prospectus and the Base Prospectus Supplement were each approved by the Central Bank of Ireland as competent authority under European Union Directive 2003/71/EC, as amended (the **Prospectus Directive**) on 14 November 2013 and 19 May 2014, respectively.

Application has been made: (i) to the Dubai Financial Services Authority (the **DFSA**) for Trust Certificates issued under the Programme to be admitted to the official list of securities maintained by the DFSA; and (ii) to NASDAQ Dubai for Trust Certificates issued under the Programme to be admitted to trading on NASDAQ Dubai. The Base Prospectus and the Base Prospectus Supplement have been approved by the DFSA under the DFSA's Market Rule 2.7.1 and constitute an Approved Prospectus for the purposes of Article 14 of the DFSA's Markets Law 2012.

The transaction structure relating to the Programme and the Trust Certificates has been approved by Shari'a Supervisory Board of Bank Alkhair, B.S.C.(c) (**Bank Alkhair**) and by Dr. Hussein Hamed Sayed Hassan (together, the **Shari'a Advisers**). Details of each of the Shari'a Advisers are attached hereto as Annex C.

The DFSA does not accept any responsibility for the content of the information included in the Base Prospectus or the Base Prospectus Supplement, including the accuracy or completeness of such information. The liability for the content of the Base Prospectus and the Base Prospectus Supplement lies with the Trustee and Dar Al-Arkan and other persons, such as experts, whose opinions are included in the Base Prospectus and the Base Prospectus Supplement with their consent. The DFSA has also not assessed the suitability of the Trust Certificates to which the Base Prospectus and the Base Prospectus Supplement relate to any particular investor or type of investor and has not determined whether they are Shari'a compliant. If you do not understand the contents of the Base Prospectus and the Base Prospectus Supplement or are unsure whether the Trust Certificates to which the Base Prospectus and the Base Prospectus Supplement relate are suitable for your individual investment objectives and circumstances, you should consult an authorised financial adviser.

The date of this document is 28 May 2014.

ANNEX A

BASE PROSPECTUS

BASE PROSPECTUS DATED 14 NOVEMBER 2013

Dar Al-Arkan Sukuk Company Ltd.

(*incorporated in the Cayman Islands with limited liability*)

U.S.$1,200,000,000
Trust Certificate Issuance Programme

Under the U.S.$1,200,000,000 trust certificate issuance programme described in this Base Prospectus (the **Programme**), Dar Al-Arkan Sukuk Company Ltd. (in its capacities as issuer and as trustee, the **Trustee**), subject to compliance with all applicable laws, regulations and directives, may from time to time issue trust certificates (the **Certificates**) in any currency agreed between the Trustee and the relevant Dealer (as defined below).

Certificates may only be issued in registered form. The maximum aggregate face amount of all Certificates from time to time outstanding under the Programme will not exceed U.S.$1,200,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

Each Series (as defined herein) of Certificates issued under the Programme will be constituted by (i) a master trust deed (the **Master Trust Deed**) dated 17 May 2013 entered into between the Trustee, Dar Al-Arkan Real Estate Development Company (**Dar Al-Arkan**) and Deutsche Trustee Company Limited as delegate of the Trustee (the **Delegate**, which expression shall include any co-Delegate or any successor) and (ii) a supplemental trust deed (the **Supplemental Trust Deed** and, together with the Master Trust Deed, each a **Trust Deed**) in relation to the relevant Series (as defined herein). Pursuant to each Trust Deed, the proceeds of the sale of each Series of Certificates will be applied by the Trustee (through Dar Al-Arkan Sukuk International Company in its capacity as investment manager (the **Investment Manager**) in accordance with the terms of an investment management agreement dated 17 May 2013 and entered into between the Trustee and the Investment Manager (the **Investment Management Agreement**)) to invest in a single portfolio of investments comprising an Ijara Agreement and a Murabaha Agreement entered into between the Investment Manager and Restricted Subsidiaries of Dar Al-Arkan (each as defined in the Conditions) (together with any further and/or replacement Ijara Agreements and Murabaha Agreements entered into from time to time between the Investment Manager and certain Restricted Subsidiaries in accordance with the terms of the Investment Management Agreement, the **Sukuk Portfolio**) in accordance with the relevant Investment Plan (as defined in the Conditions). Each Investment Plan will include a requirement for the Investment Manager to invest the proceeds from the relevant Series of Certificates into a Sukuk Portfolio which generates returns at least equal to each relevant Periodic Distribution Amount (as defined in the Conditions) for a period which is equal to or greater than the remaining duration of the Certificates of the relevant Series which are outstanding at the time of the relevant investment and a requirement to ensure satisfaction of certain conditions relating to the preservation of value of that Sukuk Portfolio (the **Underlying Value Conditions**).

Pursuant to the Investment Management Agreement, the Investment Manager will be further obliged to ensure that, with respect to each Series, a minimum amount corresponding to 51 per cent. of the face amount of the relevant Certificates outstanding is invested in Ijara Agreements at all times, except during the period necessary for the replacement of any Ijara Agreement which is terminated as a result of the occurrence of a Total Loss (as defined therein).

Pursuant to the relevant Trust Deed, the Trustee will declare a trust (the **Trust**) over, *inter alia*, all of its rights, title, interest and benefit, present and future, in, to and under the relevant Sukuk Portfolio, and the Certificates of the relevant Series will confer on the holders of those Certificates from time to time (the **Certificateholders**) the right to receive payments (as more particularly described herein) arising from the relevant Sukuk Portfolio. Pursuant to a guarantee dated 17 May 2013 (the **Guarantee**) granted by Dar Al-Arkan in favour of the Trustee and the Delegate (on behalf of the Certificateholders), Dar Al-Arkan will irrevocably undertake, in respect of each Series, to pay to the Trustee (for the benefit of the Certificateholders) the relevant Distribution Shortfall Restoration Amount, if any, and the relevant Value Restoration Amount, if any, (each as defined in the Conditions) subject to certain conditions.

The Certificates may be issued on a continuing basis to one or more of the Dealers (each a **Dealer** and together the **Dealers**) specified under "*Overview of the Programme*" and any additional Dealer appointed under the Programme from time to time by the Trustee and Dar Al-Arkan, which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the **relevant Dealer** shall, in the case of an issue of Certificates being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Certificates.

The Certificates will be limited recourse obligations of the Trustee. An investment in Certificates issued under the Programme involves certain risks. For a discussion of these risks, see "*Risk Factors*".

This Base Prospectus has been approved by the Central Bank of Ireland (the **Irish Central Bank**) as competent authority under Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area) (the **Prospectus Directive**). The Irish Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish and European Union (**EU**) law pursuant to the Prospectus Directive. Application has been made to the Irish Stock Exchange for Certificates issued under the Programme during the 12 months from the date of this Base Prospectus to be admitted to the official list (the **Official List**) and trading on its regulated market (the **Regulated Market**). Such approval relates only to the Certificates which are to be admitted to trading on the regulated market of the Irish Stock Exchange or any other regulated markets for the purposes of Directive 2004/39/EC (each such regulated market being a **MiFID Regulated Market**) or which are to be offered to the public in any member state of the European Economic Area (each a **Member State**).

References in this Base Prospectus to Certificates being **listed** (and all related references) shall mean that such Certificates have been admitted to listing on the Official List and admitted to trading on the Regulated Market or, as the case may be, another MiFID Regulated Market.

The Programme provides that Certificates may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Trustee, Dar Al-Arkan and the relevant Dealer. The Trustee may also issue unlisted Certificates and/or Certificates not admitted to trading on any market.

Notice of the aggregate face amount of Certificates and any other terms and conditions not contained herein which are applicable to each Series will be set out in a final terms document (the **applicable Final Terms**) which, with respect to Certificates to be listed on the Irish Stock Exchange, will be delivered to the Irish Central Bank and the Irish Stock Exchange on or around the date of issue of such Series.

The Trustee and Dar Al-Arkan may agree with any Dealer that Certificates may be issued with terms and conditions not contemplated by the Terms and Conditions of the Certificates herein, in which event a supplemental Base Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Certificates.

Neither the Certificates nor the Guarantee have been or will be registered under the United States Securities Act of 1933, as amended (the **Securities Act**) nor with any securities regulatory authority of any state or other jurisdiction of the United States and the Certificates may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act (**Regulation S**)) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, Certificates may be offered or sold solely to persons who are not U.S. persons (as defined in Regulation S) outside the United States in reliance on Regulation S. Each purchaser of the Certificates is hereby notified that the offer and sale of Certificates to it is being made in reliance on the exemption from the registration requirements of the Securities Act provided by Regulation S.

The rating of certain Series of Certificates to be issued under the Programme may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to, relevant Series of Certificates will be issued by a credit rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**) will be disclosed in the applicable Final Terms.

The transaction structure relating to the Certificates (as described in this Base Prospectus) has been approved by the Sharia Supervisory Board of Bank Alkhair, B.S.C.(c) and by Dr. Hussein Hamed Sayed Hassan. Prospective Certificateholders should not rely on such approvals in deciding whether to make an investment in the Certificates and should consult their own Sharia advisers as to whether the proposed transaction described in such approvals is in compliance with their individual standards of compliance with Sharia principles.

Names of Arrangers and Dealers

Bank Alkhair B.S.C.(c) **Deutsche Bank** **Goldman Sachs International**

The date of this Base Prospectus is 14 November 2013.

This Base Prospectus comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive.

Each of the Trustee and Dar Al-Arkan accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of each of the Trustee and Dar Al-Arkan (each having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Base Prospectus should be read and construed together with any amendments or supplements hereto and, in relation to any Series of Certificates, should be read and construed together with the applicable Final Terms.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Base Prospectus in connection with an offer of Certificates are the relevant Dealer or the Managers, as the case may be, appointed as such for those Certificates.

Copies of Final Terms will be available from the registered office of the Trustee and the specified office set out below of the Principal Paying Agent (as defined below) save that, if the relevant Certificates are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive, the applicable Final Terms will only be obtainable by a Certificateholder holding one or more Certificates and such Certificateholder must produce evidence satisfactory to the Trustee or, as the case may be, the Principal Paying Agent as to its holding of such Certificates and identity.

No person is or has been authorised by the Trustee or Dar Al-Arkan to give any information or to make any representation not contained in or not consistent with this Base Prospectus in connection with the Programme or the Certificates and, if given or made, such information or representation must not be relied upon as having been authorised by the Trustee, Dar Al-Arkan, the Dealers, the Delegate, the Agents (each as defined herein) or any other person. Neither the delivery of this document nor any sale of any Certificates shall, under any circumstances, constitute a representation or create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Delegate and the Dealers expressly do not undertake to review the financial condition or affairs of the Trustee, Dar Al-Arkan or Dar Al-Arkan and its consolidated subsidiaries (together, the **Group**) at any point, including during the life of the Programme, or to advise any investor in the Certificates of any information coming to their attention.

The Group's real estate portfolio has not been, and will not be, subject to any valuation process in connection with the issue of any Certificates under the Programme as described in this Base Prospectus. Accordingly, none of the Dealers, the Trustee, the Delegate or any of the Agents expresses any opinion on the valuation of the Group's real estate portfolio, or any part thereof, or as to the identity of the valuers thereof, as at the date of this Base Prospectus or any other date. In particular, none of the Dealers, the Trustee, the Delegate or any of the Agents has performed any investigation into the Group's title to its real estate portfolio, or any part thereof. Similarly, no such party has conducted any investigation into the circumstances of any valuation conducted by any other party in respect of such portfolio, or any part thereof, in connection with the preparation of this Base Prospectus (whether for the purposes of the preparation of Dar Al-Arkan's consolidated financial statements or otherwise), and no such party will conduct any such investigation at any time after the date hereof. The Dealers, the Trustee, the Delegate and the Agents therefore make no representation or give any other assurance as to any such matters.

None of the Dealers, the Trustee, the Delegate or the Agents has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any of them as to the accuracy, adequacy, reasonableness or completeness of the information contained in this Base Prospectus or any other information provided by the Trustee or Dar Al-Arkan in connection with the Programme.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Certificates is (i) intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Trustee, Dar Al-Arkan, the Dealers, the Delegate or the Agents that any recipient of this Base Prospectus should purchase any Certificates. Each investor contemplating purchasing any Certificates should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Trustee, Dar Al-Arkan and the Group. None of the Dealers, the Trustee, the Delegate or the Agents accepts any liability in relation to the information contained in this Base Prospectus or any other information provided by the Trustee and Dar Al-Arkan in connection with the Programme.

The Certificates of any Series may not be a suitable investment for all investors. Each potential investor in Certificates must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(a) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Certificates, the merits and risks of investing in the relevant Certificates and the information contained in this Base Prospectus;

(b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Certificates and the impact the relevant Certificates will have on its overall investment portfolio;

(c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Certificates, including where the currency of payment is different from the potential investor's currency;

(d) understand thoroughly the terms of the relevant Certificates and be familiar with the behaviour of any relevant indices and financial markets; and

(e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic and other factors that may affect its investment and its ability to bear the applicable risks.

Some Certificates are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Certificates which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Certificates will perform under changing conditions, the resulting effects on the value of the Certificates and the impact this investment will have on the potential investor's overall investment portfolio.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Certificates are legal investments for it, (2) Certificates can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Certificates. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Certificates under any applicable risk-based capital or similar rules.

No comment is made or advice given by the Trustee, Dar Al-Arkan, the Dealers, the Delegate or the Agents in respect of taxation matters relating to any Certificates or the legality of the purchase of the Certificates by an investor under any applicable law.

EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS OWN TAX ADVISER, LEGAL ADVISER AND BUSINESS ADVISER AS TO TAX, LEGAL, BUSINESS AND RELATED MATTERS CONCERNING THE PURCHASE OF ANY CERTIFICATES.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Certificates in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Certificates may be restricted by law in certain jurisdictions. None of the Trustee, Dar Al-Arkan, the Dealers, the Delegate or the Agents represents that this Base Prospectus may be lawfully distributed, or that any Certificates may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Trustee, Dar Al-Arkan, the Dealers, the Delegate or the Agents which is intended to permit a public offering of any Certificates or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Certificates may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Certificates may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of the Certificates. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Certificates in the United States, the European Economic Area (including the Republic of Ireland and the United Kingdom), the Cayman Islands, Japan, the United Arab Emirates (excluding the Dubai International Financial Centre), the Dubai International Financial Centre, the Kingdom of Saudi Arabia, the Kingdom of Bahrain, Qatar (excluding the Qatar Financial Centre), Singapore, Hong Kong and Malaysia, see "*Subscription and Sale*".

This Base Prospectus has been prepared on the basis that any offer of Certificates in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Certificates. Accordingly any person making or intending to make an offer in that Relevant Member State of Certificates which are the subject of an offering contemplated in this Base Prospectus as completed by Final Terms in relation to the offer of those Certificates may only do so in circumstances in which no obligation arises for the Trustee, Dar Al-Arkan or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. None of the Trustee, Dar Al-Arkan or any Dealer have authorised, nor do they authorise, the making of any offer of Certificates in circumstances in which an obligation arises for the Trustee, Dar Al-Arkan or any Dealer to publish or supplement a prospectus for such offer.

None of the Dealers, the Trustee, Dar Al-Arkan, the Delegate or any of the Agents makes any representation to any investor in the Certificates regarding the legality of its investment under any applicable laws. Any investor in the Certificates should be able to bear the economic risk of an investment in the Certificates for an indefinite period of time.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Industry and Market Data

In this Base Prospectus, certain information regarding the Kingdom, the Kingdom of Saudi Arabia's real estate industry and other data regarding the market segment in which Dar Al-Arkan operates have been extracted or derived from data and analysis obtained from various publicly available third party sources and materials, each of which is identified in this Base Prospectus. Such information may be approximations or estimates or use rounded numbers. In addition, in some cases, rounding adjustments have been made to some of this information for the consistency of presentation. Some data has been based on Dar Al-Arkan's estimates, which has been derived from a review of internal surveys, as well as independent surveys. Such information, sources, and estimates are believed to be reliable, but have not been independently verified by the Trustee or Dar Al-Arkan or any of their respective advisers and no representation is made with respect to their accuracy or completeness. However, the Trustee and Dar Al-Arkan confirm that such information has been accurately reproduced in this Base Prospectus and that as far as the Trustee and Dar Al-Arkan are aware and able to ascertain from such information, no facts have been omitted which render the reproduced information inaccurate or misleading.

In addition, statements are made in this Base Prospectus regarding Dar Al-Arkan's competitive position in its industry based on the experience of Dar Al-Arkan's management and their assessment of market conditions. While the Trustee and Dar Al-Arkan believe these statements to be reasonable and fair approximations, to the extent that such statements are in part derived from information contained in the third-party sources discussed above, these statements cannot and have not been verified by the Trustee and Dar Al-Arkan, and independent sources have not verified such statements.

Industry and market data is subject to change and cannot always be verified with complete certainty due to limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in any survey of market size. None of the publications, reports or other published industry sources referred to in this Base Prospectus were commissioned by the Trustee, Dar Al-Arkan, the Dealers or the Delegate or prepared at their request and neither the Trustee, Dar Al-Arkan, the Dealers nor the Delegate have sought or obtained the consent from any of these sources to include such market data in this Base Prospectus.

Presentation of Financial Information

The consolidated financial statements of Dar Al-Arkan as at and for the year ended 31 December 2012 (the **2012 Audited Financial Statements**) and as at and for the year ended 31 December 2011 (the **2011 Audited Financial Statements** and, together with the 2012 Audited Financial Statements, the **Audited Financial Statements**) have been audited by Deloitte & Touche Bakr Abulkhair & Co. (**Deloitte**), and have been prepared in accordance with International Financial Reporting Standards (**IFRS**). The unaudited interim consolidated financial statements of Dar Al-Arkan as at and for the nine month period ended 30 September 2013 (the **Reviewed Financial Statements**) have been reviewed by Deloitte in accordance with IFRS. The Audited Financial Statements and the Reviewed Financial Statements are included in this Base Prospectus.

The financial data set out in this Base Prospectus as at and for the year ended 31 December 2010 has been derived from the comparative financial information as at and for the year ended 31 December 2010 included in the 2011 Audited Financial Statements.

The financial data set out in this Base Prospectus as at and for the nine month period ended 30 September 2012 has been derived from the comparative financial information as at and for the nine month period ended 30 September 2013 included in the Reviewed Financial Statements.

Dar Al-Arkan publishes its financial statements in Saudi Riyals.

Presentation of Statistical Information

The statistical information in the section entitled "*Overview of the Kingdom*" and "*Overview of the Real Estate Sector in the Kingdom*" has been accurately reproduced from a number of different identified sources. All statistical information provided in that section may differ from that produced by other sources for a variety of reasons, including the use of different definitions and cut-off times. GDP data is not final and may be subject to revision in future periods and certain other historical GDP data set out in that section may also be subject to future adjustment.

Presentation of Other Information

In this Base Prospectus, unless otherwise specified, references to **SAR**, **Saudi Riyal** and **Riyal** are to the lawful currency of the Kingdom of Saudi Arabia and references to **U.S.$** and **U.S. Dollar** are to the lawful currency of the United States of America. The Kingdom of Saudi Arabia follows a fixed exchange rate policy under which the Saudi Riyal is pegged to the U.S. Dollar at the exchange rate of U.S.$1 = SAR 3.745.

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

The language of the Base Prospectus is English. Certain legislative references and technical terms have been sited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Information contained in any website referred to herein does not form part of this Base Prospectus.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Base Prospectus constitute "forward looking statements". Such statements can generally be identified by their use of forward looking words such as "plans", "estimates", "believes", "expects", "may", "will", "should", "are expected", "would be", "anticipates" or the negative or other variations of such terms or comparable terminology. These forward looking statements reflect the current views of Dar Al-Arkan with respect to future events, and are not a guarantee of future performance. Many factors could cause the actual results, performance or achievements of Dar Al-Arkan to be significantly different from any future results, performance or achievements that may be expressed or implied by such forward looking statements. Should any one or more of the risks or uncertainties materialise or any underlying assumptions on which a forward looking statement is based prove to be inaccurate or incorrect, actual results may vary materially from those described in this Base Prospectus, as anticipated, believed, estimated, planned or expected.

Investors are therefore strongly advised to read the sections "*Risk Factors*", "*Business*" and "*Financial Review*", which include a more detailed description of the factors that might have an impact on Dar Al-Arkan's business and on the industry sector in which Dar Al-Arkan operates.

The actual financial state of Dar Al-Arkan and the value of any Certificates may be adversely affected by future developments in inflation, financing charges, taxation, calculation of zakat or other economic, political and other factors, over which the Trustee and Dar Al-Arkan have no control. Neither the Trustee, Dar Al-Arkan, the Dealers, the Delegate intend to update or otherwise revise any information or forward looking statements in this Base Prospectus, whether as a result of new information, future events or otherwise. As a result of these and other risks, uncertainties and assumptions, the forward looking events and circumstances discussed in this Base Prospectus might not occur in the way it is expected, or at all. Prospective investors should consider all forward looking statements in light of these explanations and should not place undue reliance on forward looking statements. Neither the delivery of this Base Prospectus nor any oral, written or printed interaction in relation to any Certificates is intended to be, or should be construed as or relied upon in any way as, a promise or representation as to future earnings, results or events.

CREDIT RATING AGENCIES

Dar Al-Arkan has been rated B+ by Standard & Poor's (Dubai) Limited (**S&P**).

Standard & Poor's (Dubai) Limited is not established in the European Union and is not registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such Standard & Poor's (Dubai Limited) is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation. However the rating has been endorsed by Standard & Poor's Credit Market Services Europe Limited in accordance with the CRA Regulation.

NOTICE TO UK RESIDENTS

Any Certificates to be issued under the Programme which do not constitute "alternative finance investment bonds" within the meaning of Article 77A of the FSMA as amended by the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2010 (*Non-Regulatory AFIBs*) will represent interests in a collective investment scheme (as defined in the FSMA) which has not been authorised, recognised or otherwise approved by the Financial Conduct Authority. Accordingly, this Base Prospectus is not being distributed to, and must not be passed on to, the general public in the United Kingdom.

The distribution in the United Kingdom of this Base Prospectus, any Final Terms and any other marketing materials relating to the Certificates (A) if effected by a person who is not an authorised person under the FSMA, is being addressed to, or directed at, only the following persons: (i) persons who are Investment Professionals as defined in Article 19(5) of the Financial Services and Markets Act

2000 (Financial Promotion) Order 2005 (the *Financial Promotion Order*), (ii) persons falling within any of the categories of persons described in Article 49 of the Financial Promotion Order and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Financial Promotion Order and (B) if the Certificates are Non-Regulatory AFIBs and the distribution is effected by a person who is an authorised person under the FSMA, is being addressed to, or directed at, only the following persons: (i) persons falling within one of the categories of Investment Professional as set out in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the *Promotion of CISs Order*), (ii) persons falling within any of the categories of person described in Article 22 of the Promotion of CISs Order and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Promotion of CISs Order. Persons of any other description in the United Kingdom may not receive and should not act or rely on this Base Prospectus, any Final Terms or any other marketing materials in relation to any Certificates.

Potential investors in the United Kingdom in any Certificates which are Non-Regulatory AFIBs are advised that all, or most, of the protections afforded by the United Kingdom regulatory system will not apply to an investment in such Certificates and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

Any individual intending to invest in any investment described in this Base Prospectus should consult his professional adviser and ensure that he fully understands all the risks associated with making such an investment and that he has sufficient financial resources to sustain any loss that may arise from such investment.

CAYMAN ISLANDS NOTICE

No invitation may be made to any member of the public of the Cayman Islands to subscribe for any Certificates.

NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA

This Base Prospectus may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority of the Kingdom of Saudi Arabia (the *Capital Market Authority*).

The Capital Market Authority does not make any representations as to the accuracy or completeness of this Base Prospectus, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Base Prospectus. Prospective purchasers of Certificates should conduct their own due diligence on the accuracy of the information relating to the Certificates. If a prospective purchaser does not understand the contents of this Base Prospectus he or she should consult an authorised financial adviser.

NOTICE TO BAHRAIN RESIDENTS

In relation to investors in the Kingdom of Bahrain, securities issued in connection with this Base Prospectus and related offering documents may only be offered in registered form to existing account holders and accredited investors as defined by the Central Bank of Bahrain (*CBB*) in the Kingdom of Bahrain where such investors make a minimum investment of at least U.S.$100,000 or any equivalent amount in other currency or such other amount as the CBB may determine.

This offer does not constitute an offer of securities in the Kingdom of Bahrain in terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006). This Base Prospectus and related offering documents have not been and will not be registered as a prospectus with the CBB. Accordingly, no securities may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Base Prospectus or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase securities, whether

directly or indirectly, to persons in the Kingdom of Bahrain, other than to accredited investors for an offer outside Bahrain.

The CBB has not reviewed, approved or registered the Base Prospectus or related offering documents and it has not in any way considered the merits of the securities to be offered for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB assumes no responsibility for the accuracy and completeness of the statements and information contained in this document and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the content of this document. No offer of securities will be made to the public in the Kingdom of Bahrain and this Base Prospectus must be read by the addressee only and must not be issued, passed to, or made available to the public generally.

NOTICE TO QATARI RESIDENTS

This Base Prospectus is not intended to constitute an offer, sale or delivery of bonds or other debt financing instruments under the laws of Qatar. The Certificates have not been and will not be authorised by the Qatar Financial Markets Authority (*QFMA*), the Qatar Financial Centre (*QFC*) or the Qatar Central Bank (*QCB*) in accordance with their regulations or any other regulations in Qatar. The Certificates and interests therein will not be offered to investors domiciled or resident in Qatar and do not constitute debt financing in Qatar under the Commercial Companies Law No. (5) of 2002 (the *Commercial Companies Law*) or otherwise under any laws of Qatar.

NOTICE TO RESIDENTS OF MALAYSIA

The Certificates may not be offered for subscription or purchase and no invitation to subscribe for or purchase the Certificates in Malaysia may be made, directly or indirectly, and this Base Prospectus or any document or other materials in connection therewith may not be distributed in Malaysia other than to persons falling within the categories set out in Schedule 6 or Section 229(1)(b), Schedule 7 or Section 230(1)(b) and Schedule 8 or Section 257(3) of the Capital Market and Services Act 2007 of Malaysia (*CMSA*).

The Securities Commission of Malaysia shall not be liable for any non-disclosure on the part of the Trustee or Dar Al-Arkan and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in this Base Prospectus.

STABILISATION

IN CONNECTION WITH THE ISSUE OF ANY SERIES, ONE OR MORE RELEVANT DEALERS (THE *STABILISING MANAGER(S)*) (OR ANY PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) MAY OVER-ALLOT CERTIFICATES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE CERTIFICATES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE CAN BE NO ASSURANCE THAT THE STABILISING MANAGER (OR ANY PERSON ACTING ON BEHALF OF ANY STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE RELEVANT ISSUE DATE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE CERTIFICATES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE CERTIFICATES. ANY STABILISATION ACTION SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

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RISK FACTORS

The purchase of any Certificates may involve substantial risks and is suitable only for sophisticated investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and merits of an investment in the Certificates. Before making an investment decision, prospective purchasers of Certificates should consider carefully, in the light of their own financial circumstances and investment objectives, all of the information in this Base Prospectus.

Each of the Trustee and Dar Al-Arkan believes that the factors described below represent the principal risks inherent in investing in Certificates, but the inability of the Trustee to pay any amounts on or in connection with any Certificate may occur for other reasons and none of the Trustee or Dar Al-Arkan represents that the statements below regarding the risks of holding any Certificate are exhaustive. There may also be other considerations, including some which may not be presently known to the Trustee or Dar Al-Arkan or which the Trustee or Dar Al-Arkan currently deems immaterial, that may impact any investment in Certificates.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision. Words and expressions defined in "Structure Diagram and Cashflows", "Form of the Certificates" and "Terms and Conditions of the Certificates" shall have the same meanings in this section.

RISKS RELATING TO THE TRUSTEE

The Trustee was incorporated under the laws of the Cayman Islands on 11 April 2013 as an exempted company with limited liability. The Trustee will not engage in any business activity other than the issuance of Certificates under the Programme, the acquisition of the Trust Assets as described herein, acting in the capacity as Trustee and other activities incidental or related to the foregoing as required under the Transaction Documents.

The Trustee's only material assets, in respect of each Series, will be the Trustee's rights, title, interest and benefit, present and future, in, to and under the relevant Sukuk Portfolio, which will be comprised of Ijara Agreements and Murabaha Agreements (the counterparties to which will be subsidiaries of Dar Al-Arkan). The Trustee's only material source of income, in respect of each Series, will be its rights under the Transaction Documents to receive periodic payments generated by the relevant Sukuk Portfolio and the payment of the proceeds upon liquidation of the Sukuk Portfolio or in the event that such payments are insufficient to pay Periodic Distribution Amounts or the Dissolution Amount due to the relevant Certificateholders, payments From Dar Al-Arkan pursuant to the Guarantee to make-up the shortfall. Therefore the Trustee is subject to all the risks to which Dar Al-Arkan is subject to the extent that such risks could limit Dar Al-Arkan's ability and the ability of its subsidiaries to satisfy in full and on a timely basis their respective obligations under the Transaction Documents to which they are a party. See "*Risks relating to Dar Al-Arkan*" below for a further description of these risks.

RISKS RELATING TO DAR AL-ARKAN

The success of Dar Al-Arkan's business is dependent on a number of factors affecting the real estate market in the Kingdom that are beyond its control

Dar Al-Arkan conducts all of its activities in the Kingdom and its future performance is therefore dependent on a number of economic and other factors relating to the Kingdom that are beyond its control. Dar Al-Arkan's revenue and net income are principally based on demand for real estate in the Kingdom. Such demand is affected by economic conditions in the Kingdom and global economic conditions that affect the economy of the Kingdom. Adverse economic developments in the Kingdom could cause a loss of investor confidence, a decrease in consumer purchasing power and unanticipated changes in the Kingdom's demographic mix, any or all of which may negatively impact the real estate market in the Kingdom and reduce demand for Dar Al-Arkan's properties. See "*Risks Relating to the Kingdom*".

In addition, property values and rental rates are affected by factors such as political developments, government regulations, planning laws, tax laws, interest rate levels, inflation, wage rates, levels of unemployment and the availability of credit. The demand for real estate particularly in the Kingdom has historically been supported by a number of factors; including government initiatives aimed at growing the middle class and promoting an affordable home financing industry. Any negative change in such trends could negatively affect demand for real estate in the Kingdom and the prices at which Dar Al-Arkan can sell its Land Development Projects and sell and/or let residential units. Many countries in the GCC have experienced significant declines in their real estate markets in recent years. Dar Al-Arkan cannot assure investors that similar declines will not be experienced in the Kingdom in the future. Any of these factors could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan may not complete development projects that are currently under construction or in initial stages of development in the anticipated timeframe or at all

Completion of Dar Al-Arkan's current and planned development projects is subject to a number of risks, including:

- uncertainties as to market demand or a loss of market demand after construction has begun;
- delays or refusals in obtaining all necessary building, occupancy and other required governmental and regulatory permits and authorisations;
- a requirement to make significant current capital expenditures for certain properties while receiving revenue from these properties over future periods, resulting in possible mismatches between expenditure and income;
- the possible shortage of available cash to fund construction and capital improvements and the related possibility that financing for these capital improvements may not be available to Dar Al-Arkan on suitable terms or at all; and
- fluctuations in occupancy rates at newly developed properties due to a number of factors, including market and economic conditions that may result in certain of Dar Al-Arkan's projects not being profitable and hence halted or re-planned for other uses.

There can be no assurance that any or all of Dar Al-Arkan's current or future projects will be completed in the anticipated time frame or at all, whether as a result of the factors specified above or for any other reason, and inability to so complete a project could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Although Dar Al-Arkan does not act as a contractor itself, its projects are also exposed to a number of construction risks, including the following:

- default or failure by Dar Al-Arkan's contractors to finish projects on time and within budget;
- financial difficulties, defaults and insolvencies encountered by Dar Al-Arkan's contractors and subcontractors;
- an inability to find a suitable contractor either at the commencement of a project or following a default by an appointed contractor;
- disruption in service and access to third parties;
- defective materials or building methods;
- disputes between contractors and/or subcontractors and their employees;

- shortages of materials, equipment and labour, adverse weather conditions, natural disasters, labour disputes, disputes with subcontractors, accidents, changes in governmental priorities and other unforeseen circumstances; and
- escalating costs of construction materials and global commodity prices.

Any of these factors, either alone or in combination, could materially delay the completion of a project or materially increase the costs associated with a project, which could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

The total estimated costs of Dar Al-Arkan's development projects may be subject to unanticipated increases

The total estimated costs of Dar Al-Arkan's development projects could increase unexpectedly due to a number of factors, including:

- increases in the cost of construction materials and labour;
- defects in construction materials;
- discovery of defects in the land;
- failure of contractors or subcontractors to perform their obligations adequately and/or on time;
- contractors, subcontractors or other third parties re-negotiating their agreements; and
- government authorities applying additional requirements on development of projects.

The real estate industry in the Kingdom has recently experienced increases in costs of construction materials and labour. The price of construction materials has fluctuated considerably during the past few years, partly due to exchange rate variations and partly due to inflation and scarcity of certain materials. In addition, the cost of labour has increased due to increased levels of real estate development in the Kingdom. There can be no assurances that these costs will not continue to increase or that Dar Al-Arkan will be able to reflect such costs increases in its selling or rental prices. In addition, there can be no assurance that Dar Al-Arkan will be able to reflect unanticipated cost increases in the selling or rental prices for affected development projects or that such selling or rental prices will be sufficient to allow Dar Al-Arkan to recover its costs for affected development projects. Any of these factors could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Failure to obtain and comply with regulatory approvals could result in interruption or termination of Dar Al-Arkan's development projects

Dar Al-Arkan is required to obtain zoning, building, occupancy and certain other regulatory approvals for its development projects in the Kingdom. There can be no assurances that all regulatory approvals in connection with existing or proposed development projects will be obtained in a timely manner, or at all. Furthermore, the terms of regulatory approvals could impose unanticipated conditions and costs on development projects. In addition, violation of the terms of any such regulatory approvals may lead to their cancellation, withdrawal, suspension or the imposition of financial and/or non-financial penalties by relevant authorities. Any of the above factors may result in the interruption or termination of Dar Al-Arkan's development projects, which could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan depends on contractors and subcontractors to complete projects on schedule and to maintain a consistent standard of quality

Dar Al-Arkan relies on contractors and subcontractors to construct its development projects, who in turn rely on suppliers of construction materials. The ability of contractors and subcontractors to perform their obligations is subject to numerous factors, including the insolvency of such contractors and subcontractors, which are beyond the control of Dar Al-Arkan, such as their ability to hire adequate labour and to otherwise manage their own businesses efficiently. In addition, the ability of suppliers of construction materials to perform their obligations is subject to periodic shortages and price volatility in raw materials. A failure to complete projects on time or to maintain a consistent standard of quality may lead to difficulties in marketing Dar Al-Arkan's products, rescissions of sales or rental contracts and increased liabilities pursuant to customer warranty claims, each of which could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan's business requires substantial capital investment and there can be no assurance that necessary financing will be available

Dar Al-Arkan will require additional financing to fund capital expenditures and to support the future growth of its business. In particular, the relative lack of ''off-plan'' and "pre-finished" home sales in the Kingdom requires Dar Al-Arkan to rely to a certain extent on external financings through domestic and international banks and the capital markets to finance the development of its Residential and Commercial Projects. Dar Al-Arkan's ability to obtain external financing and the cost of such financing are dependent on numerous factors, including general economic and capital markets conditions, credit ratings, financing costs, credit availability from banks or other lenders, the success of Dar Al-Arkan's business and tax and securities laws that may be applicable to capital raising activities. There can be no assurances that additional financing, either on a short-term or a long-term basis, will be made available or, if available, that such financing will be obtained on terms favourable to Dar Al-Arkan, which could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan's increasing focus on Master-Planned Communities significantly increases its financial exposure and demands on its operational execution

If Dar Al-Arkan's Master-Planned Communities do not generate expected levels of revenues, Dar Al-Arkan may have difficulty satisfying its obligations under its financing arrangements and funding capital expenditures for current or planned development projects. In addition, due to the complexity and scale of these large projects, Dar Al-Arkan may encounter difficulties managing their development in line with its quality standards and within expected timeframes and budgets. Furthermore, it may take longer than expected to sell or lease all of the units on such large projects. The occurrence of any of the above factors could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Successful development or sale of undeveloped land is dependent on the success of adjacent projects

Dar Al-Arkan owns undeveloped land areas adjacent to either established projects or projects under construction, which Dar Al-Arkan intends to develop or sell later at higher prices. The success of such strategy depends on the success of these projects adjacent to such undeveloped land. In the event that such projects are not successful or do not increase the desirability of the area as a whole, this could adversely affect the anticipated profit margin on such land or the ability of Dar Al-Arkan to develop or sell land, which may adversely impact Dar Al-Arkan's business, financial position, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Competition in the real estate industry in the Kingdom may increase

Dar Al-Arkan faces competition from a number of local and national real estate developers. With respect to its Residential and Commercial Projects, Dar Al-Arkan targets the middle-income segment of the real estate market and its primary competitors have historically been small developers who develop projects containing between five and 20 units. However, the real estate sector in the Kingdom is developing and Dar Al-Arkan may face competition from other property developers who may have greater expertise and financial, technical and marketing resources than the smaller developers with which Dar Al-Arkan has competed historically and such property developers may have greater expertise and resources than Dar Al-Arkan. Dar Al-Arkan's competitors may lower their pricing or rental rates for properties which are comparable to those being sold or leased by Dar Al-Arkan, which may result in pressure on Dar Al-Arkan's pricing and rental rates. Such competition may affect Dar Al-Arkan's ability to sell land or completed properties at expected prices, if at all, or, in relation to investment properties, attract and retain tenants. Failure to compete effectively with such competitors could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Real estate assets are inherently difficult to value

In recent years, a small number of private organisations have begun to publish statistical and other research data with respect to real estate in the Kingdom. However, this data is not as complete or reliable as data and research prepared in more developed real estate markets, primarily due to limited access to information regarding real estate sales prices in the Kingdom and the relatively short period of time such data and research has been published. This relative lack of complete and reliable statistical and other data makes it difficult to assess real estate values in the Kingdom.

Real estate assets are also inherently difficult to value. As a result, valuations are subject to substantial uncertainty, are dated as at certain (historical) dates and are subjective judgments, made on the basis of assumptions which may not be correct. The difficulties in valuing real estate assets, and the inherent limitations therein, described above apply to the valuations which Dar Al-Arkan undertakes internally or through third party valuators (such as may be required at the request of any regulator or for the purposes of a secured lending transaction) from time to time with respect to its real estate assets. There can be no assurance that the sale of any of Dar Al-Arkan's development land or completed properties will be at a price which reflects the most recent valuation of the relevant asset, particularly if Dar Al-Arkan was forced to sell properties prior to the completion of their development or in adverse economic conditions. Accordingly, investors should not rely on any property valuations set out, or referred to, in this Base Prospectus (including the financial statements set out on pages F-19 and F-51) when deciding whether or not to invest in the Certificates and should note that, in accordance with the accounting principles of the Saudi Organisation of Certified Public Accountants (**SOCPA**) and IFRS, all of Dar-Al-Arkan's real estate assets are recorded in its financial statements at the lower of cost and net realisable value.

Dar Al-Arkan's completed properties are mainly commercial complexes and buildings which are rented to a range of related and third party tenants. Not all of Dar Al-Arkan's properties are currently fully leased and it is possible that Dar Al-Arkan will not be able to lease in full these or any other properties it develops. As a result, the value of these properties may decrease and Dar Al-Arkan's revenues and profitability may be adversely affected, which could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan's development projects could be subject to material physical damage due to natural disasters and other causes beyond Dar Al-Arkan's control

Dar Al-Arkan's development projects could be subject to material physical damage caused by fire, storms, earthquakes or other natural disasters, or by other causes such as terrorist attacks. Should any such event occur, Dar Al-Arkan could lose the capital it has invested in the development project as well as anticipated revenues from the sale or lease of units on such projects. Despite that, Dar Al-Arkan would also remain obligated to repay any debt or other financial obligations related to the development of the project. Any of the above occurrences could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan may not be able to cooperate with the municipal government of Jeddah in a manner that ensures the efficient development and financial success of the Qasr Khozam Land Development Project

Dar Al-Arkan's Qasr Khozam Land Development Project is being developed pursuant to an agreement between Dar Al-Arkan and the Jeddah Development and Urban Regeneration Company, an instrumentality of the municipal government of Jeddah. There can be no assurances that Dar Al-Arkan and the municipal government of Jeddah will be able to cooperate in a manner that ensures the efficient operation and financial success of the Qasr Khozam project. The municipal government of Jeddah may have economic interests or business goals that are inconsistent with Dar Al-Arkan's, be unable or unwilling to fulfil its obligations under the agreement with Dar Al-Arkan, or experience financial or other difficulties. The occurrence of any of the above could jeopardise the success of the Qasr Khozam Land Development Project, which could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan's future revenues from property management operations will depend upon its ability to find suitable tenants and to effectively manage the properties

Dar Al-Arkan has begun to expand its business to include property management by retaining as rental properties certain commercial and residential units on its Master-Planned Communities. There can be no assurance that Dar Al-Arkan will be able to find suitable tenants on the terms and conditions it seeks, or at all. The financial stability of tenants may also change over time due to factors directly related to the tenants or the overall economy of the Kingdom, which could affect their ability to make lease payments. In addition, Dar Al-Arkan may also incur costs relating to retaining existing tenants and attracting new tenants, such as those relating to the renovation of properties to suit the needs of tenants. Failure to find suitable tenants on the terms and conditions it seeks and to effectively manage rental properties could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan is subject to financial and restrictive covenants under its previously issued Sukuk and other outstanding financing arrangements and any failure to comply with these covenants could result in the acceleration of payments and the loss of certain real estate assets

As of 30 September 2013, Dar Al-Arkan had three Sukuk issuances outstanding, a SAR 750 million (U.S.$200.27 million) Saudi Riyal-denominated Sukuk due 2014 (the **2014 Sukuk Certificates**), a U.S.$450 million international U.S. dollar-denominated Sukuk due 2015 and a U.S.$450 million U.S. dollar-denominated Sukuk due 2018. Pursuant to the terms of these issuances, Dar Al-Arkan is subject to financial covenants that require Dar Al-Arkan to maintain certain levels of shareholders' equity, total liabilities to total assets and current ratios for so long as any 2014 Sukuk Certificate is outstanding. In addition, the terms of these issuances restrict Dar Al-Arkan, and its subsidiaries, from creating liens over its, and their, assets, disposing of their assets, entering into mergers with other companies and substantially changing the general nature of its, and their, business. Dar Al-Arkan is also subject to financial and restrictive covenants in certain of its other outstanding financing arrangements. Furthermore, a portion of Dar Al-Arkan's previously issued Sukuk and other financing arrangements contain cross-default and cross-acceleration provisions. Failure to comply with the covenants and other restrictions under any of the previously issued Sukuk or other outstanding financing arrangements could result in events of default which could cause an acceleration of Dar Al-Arkan's payment obligations under the previously issued Sukuk and other outstanding financing arrangements. If Dar Al-Arkan's payment obligations under the previously issued Sukuk or other financing arrangements were to be accelerated, there can be no assurance that Dar Al-Arkan's assets and cash flow would be sufficient to repay in full all such payment obligations, or that Dar Al-Arkan would be able to obtain alternative financings, or if it were to obtain alternative financings, that they would be on terms that are favourable or acceptable to Dar Al-Arkan, which could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

For a more detailed discussion of Dar Al-Arkan's previously issued Sukuk and other financing arrangements, see the section below entitled "*Financial Review – Borrowings – Sukuk*".

Dar Al-Arkan will be subject to a number of restrictive covenants under the Guarantee which may restrict its business and financing activities, and a failure to comply with these covenants could result in the acceleration of its payment obligations under the Guarantee, its previously issued Sukuk and other financing arrangements

The Guarantee will include a number of significant restrictive covenants. These covenants restrict, among other things, the ability of Dar Al-Arkan and its subsidiaries to:

- incur additional indebtedness;
- pay dividends or make other distributions to shareholders;
- make certain investments;
- enter into arrangements that restrict dividends or other payments from subsidiaries;
- sell assets, including capital stock of subsidiaries;
- enter into transactions with affiliates;
- engage in different business activities;
- create liens on assets to secure debt;
- enter into sale and leaseback transactions; and
- merge or consolidate with another company.

In addition, the Guarantee will provide that for so long as any 2014 Sukuk Certificate remains outstanding, Dar Al-Arkan will maintain certain levels of shareholder's equity, total liabilities to total assets and current ratios. These restrictions may negatively affect Dar Al-Arkan's ability to react to changes in market conditions, take advantage of business opportunities that it believes to be desirable, obtain future financing, fund necessary capital expenditures or withstand a future downturn in its business. Furthermore, if Dar Al-Arkan and its subsidiaries are unable to comply with the covenants in the Guarantee, it could result in a Dissolution Event under the Certificates of any Series outstanding at the time which could cause an acceleration of Dar Al-Arkan's payment obligations under those Certificates, its previously issued Sukuk (if then outstanding) and other outstanding financing arrangements. If Dar Al-Arkan's payment obligations under the Guarantee, previously issued and outstanding Sukuk or other financing arrangements were to be accelerated, there can be no assurance that Dar Al-Arkan's assets and cash flow would be sufficient to repay in full all such payment obligations, or that Dar Al-Arkan would be able to obtain alternative financings, or if it were to obtain alternative financings, that they would be on terms that are favourable or acceptable to Dar Al-Arkan, which could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates. For a more detailed discussion of the restrictions to which Dar Al-Arkan and its subsidiaries are subject under the Guarantee, see "*Summary of Principal Transaction Documents—The Guarantee*".

Dar Al-Arkan relies on third parties for significant support of its operations

Dar Al-Arkan currently receives significant assistance with respect to the planning and development of its Land Development Projects and Residential and Commercial Projects from project consultants. In addition, Saudi Home Loans Company, one of Dar Al-Arkan's affiliates, provides financing to purchasers of residential units on projects developed by Dar Al-Arkan. For the years ended 31 December 2011 and 2012, Saudi Home Loans Company financed approximately 45% and 44% of home purchases on Dar Al-Arkan's Residential and Commercial Projects, respectively. Delay or failure of these third parties in meeting their commitments could have a material adverse effect on Dar Al-Arkan's business, financial condition could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan relies on certain key personnel to operate its business

Dar Al-Arkan relies on the efforts, diligence, skill, network of business contacts and close supervision of its senior management team and other key personnel. If one or more members of Dar Al-Arkan's senior management team or key personnel were to resign, the loss of such personnel could result in a failure or delay to achieve some or all of its business strategies and may require the diversion of management resources. In addition, Dar Al-Arkan's future success as it expands its scope of operations will depend, in part, on its ability to attract, retain and motivate qualified personnel. Failure to retain current key personnel or to attract and retain additional qualified personnel could have a material adverse effect on its business, financial condition could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

The information technology systems that Dar Al-Arkan relies on to efficiently run its business could fail

Dar Al-Arkan relies on information technology systems to help efficiently run its business. Information technology systems utilised by Dar Al-Arkan include applications of financial management (financial reports, accounting and treasury), supplies and management (administrative directives, procurement and stock control/management), human resources, production planning, project and project related stock control/management (work in progress and completed units). Any significant failure of these systems could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan may not have adequate insurance

Although Dar Al-Arkan seeks to ensure that its projects and income-generating properties are appropriately insured, no assurance can be given that any existing insurance policies will be renewed on equivalent terms or at all. In addition, Dar Al-Arkan's properties could suffer physical damage from fire or other causes, resulting in losses (including loss of rent) that may not be fully compensated by insurance. Further, certain types of risks and losses (for example, losses resulting from terrorism, acts of war or certain natural disasters) are not economically insurable or generally insured. If an uninsured or uninsurable loss were to occur or if insurance proceeds were insufficient to repair or replace a damaged or destroyed property, this could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan is subject to risks relating to legal and regulatory proceedings

In the ordinary course of its business, Dar Al-Arkan is subject to risks relating to legal and regulatory proceedings. Litigation and regulatory proceedings are unpredictable and legal or regulatory proceedings in which Dar Al-Arkan is or becomes involved (or settlements thereof) could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan is subject to a range of environmental and health and safety laws and regulations

Dar Al-Arkan has adopted safety standards to comply with applicable laws and regulations in the Kingdom. In addition, safety requirements are contractually agreed to by Dar Al-Arkan's contractors. If Dar Al-Arkan and/or one or more of its contractors or subcontractors failed to comply with the relevant standards, any of them may be liable to penalties and the business and/or reputation of Dar Al-Arkan might be materially and adversely affected, which could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Dar Al-Arkan seeks to ensure that it complies with all applicable environmental laws in the Kingdom. While Dar Al-Arkan believes that it is in compliance with applicable environmental laws, there can be no assurance that Dar Al-Arkan will not be subject to environmental liability. If an environmental liability arises in relation to any project owned or operated by Dar Al-Arkan and it is not remedied, or it is not capable of being remedied, this could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

In addition, any amendments to the existing laws and regulations relating to health and safety and environmental standards may impose more burdensome and costlier requirements and Dar Al-Arkan's compliance with such laws or regulations may require it to incur significant capital expenditure or other obligations or liabilities, which could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

RISKS RELATING TO THE KINGDOM

Dar Al-Arkan's business operations are subject to general risks related to the Kingdom and the Middle East

Dar Al-Arkan conducts all of its activities in the Kingdom and its operating results are therefore affected by general economic, social and political developments in the Kingdom. The economy of the Kingdom, like those of many emerging markets, has been characterised by significant government involvement through direct ownership of enterprises and extensive regulation of market conditions, including limitations on foreign investment, foreign trade and financial services. In addition, the Kingdom has historically had a relatively high unemployment rate among Saudi nationals. Despite recent government initiatives directed at deregulation, growth of the private sector of the economy, expansion of financial services and increased employment among Saudi nationals, the government continues to exercise significant influence over many aspects of the Kingdom's economy, the private sector of the economy remains relatively undeveloped and unemployment among Saudi nationals remains relatively high.

Similar to other countries in the Middle East, the Kingdom could be affected by political and social unrest in the region. In particular, should the Kingdom experience similar kinds of political and social unrest as currently ongoing in Syria and recently experienced by Libya, Egypt, Bahrain and other Middle East and North African countries, the Kingdom's economy and, as a consequence, Dar Al-Arkan's business could be adversely affected.

Investors should also be aware that investing in emerging markets such as the Kingdom entails greater risks than investing in more developed markets, including risks such as:

- political, social and economic issues;
- external acts of warfare and clashes;
- governmental actions or interventions, including tariffs, protectionism, subsidies, expropriation of assets and cancellation of contractual rights;
- changes in, or in the interpretation, application or enforcement of, law and regulation;
- difficulties and delays in obtaining new permits and consents for Dar Al-Arkan's operations or renewing existing ones; and
- potential lack of reliability as to title to real property.

The foregoing factors could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

The Kingdom's economy is highly dependent upon revenues from oil

The Kingdom's economy is highly dependent on oil revenues. For the years ended 31 December 2009, 2010 and 2011, the oil sector of the Kingdom's economy contributed 46.9%, 51.0%, and 57.6%, respectively, to the Kingdom's nominal GDP (including import duties), according to the "*Forty Eighth Annual Report, The Latest Economic Development I433H (2012)*" by the Research and Statistics Department of SAMA (the **SAMA Report**). Historically, the price of oil has been volatile. The average nominal price per barrel of Arabian Light oil was U.S.$61.38, U.S.$77.75 and U.S.$107.80, in 2009, 2010 and 2011, respectively, according to the SAMA Report. Such volatility in oil prices will likely continue in the future. The price of oil may fluctuate in response to various factors including, economic and political developments in oil producing regions, the strength of the global economy, the ability of the Organisation of the Petroleum Exporting Countries (**OPEC**) and other oil producing nations to agree upon and maintain production levels and prices, the impact of international environmental regulations designed to reduce carbon emissions and prices and availability of alternative fuels. Future volatility in the price of oil and/or the quantity of oil produced by the Kingdom could adversely affect the Kingdom's economy as a whole (including demand in the real estate sector), which could in turn have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

Legislative and regulatory changes in the Kingdom may adversely affect Dar Al-Arkan's operations

Dar Al-Arkan's activities are subject to the laws of the Kingdom, including the Ministry of Commerce and Industry's regulations. Laws and regulations that are applied in the Kingdom may change from time to time. Changes in such laws and regulations could impose restrictions on the development, sale or lease of Dar Al-Arkan's properties, as well as result in unanticipated costs. The occurrence of any of the above could have a material adverse effect on Dar Al-Arkan's business, prospects, financial conditions, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

In addition, a number of the laws in the Kingdom relating to real property and real property rights have recently been adopted or are in the process of being adopted and the manner in which those laws and related regulations are applied to Dar Al-Arkan is still evolving (see "*Financial Review – Certain Factors Affecting Dar Al-Arkan's Financial Condition and Results of Operations – Macroeconomic and Other Trends in the Kingdom*"). No assurance can be given that current or new laws and regulations will be adopted, enforced or interpreted in a manner that will not have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates. In addition, no assurance can be given that the Kingdom will not implement new regulations or fiscal or monetary policies, including those relating to or affecting taxation, interest rates or exchange controls, or otherwise take actions which could have a material adverse effect on Dar Al-Arkan's business, financial condition, cash flows and results of operations and may affect Dar Al-Arkan's ability to make the relevant payments under the Transaction Documents to which it is a party which are necessary in order for the Trustee to pay the amounts due under the Certificates.

RISKS RELATING TO THE CERTIFICATES AND THE GUARANTEE

The Certificates are limited recourse obligations

Certificates to be issued under the Programme are not debt obligations of the Trustee. Instead, the Certificates represent an undivided ownership interest solely in the relevant Trust Assets (as defined in Condition 4.1). Recourse to the Trustee in respect of each Series is limited to the Trust Assets of that Series and proceeds of such Trust Assets are the sole source of payments on the relevant Certificates. Upon the occurrence of a Dissolution Event, the sole rights of each of the Delegate and, through the Delegate, the Certificateholders of the relevant Series will be against the Investment Manager and/or Dar Al-Arkan to perform its respective obligations under the Transaction Documents to which it is a party. Certificateholders will have no recourse (whether by institution or enforcement of any legal proceeding or assessment or otherwise) in respect of any breach of any duty, obligation, covenant or agreement contained in the Conditions or any Transaction Document against any shareholder (other than, in the case of the Investment Manager, Dar Al-Arkan itself), member, officer, agent (including any corporate administrator) or director of the Trustee, the Delegate, the Agents, the Investment Manager or Dar Al-Arkan, as the case may be, as such by virtue of any customary law, statute or otherwise. The obligations of the Trustee, the Delegate, the Investment Manager and Dar Al-Arkan under the Conditions or any Transaction Document are corporate or limited liability obligations of the Trustee, the Delegate, the Investment Manager and Dar Al-Arkan and any and all personal liability of the shareholders (other than as aforesaid), members, officers, agents (including any corporate administrator) or directors of the Trustee, the Delegate, the Agents, the Investment Manager and Dar Al-Arkan will be expressly waived and excluded by the holders of each Series to the extent permitted by law.

The net proceeds of the realisation of, or enforcement with respect to, the Trust Assets of any Series may not be sufficient to make all payments and/or deliveries due in respect of the relevant Certificates. If, following distribution of such proceeds in accordance with Condition 4.2, there remains a shortfall in payments and/or deliveries due under the Certificates of the relevant Series, no Certificateholder will have any claim against the Investment Manager, Dar Al-Arkan, the Trustee, the Delegate, the Agents or any of their respective shareholders (other than as aforesaid), members, officers, directors or agents (including any corporate administrator) or any of their affiliates or recourse to any of their assets in respect of such shortfall and any unsatisfied claims of Certificateholders shall be extinguished. In addition, no Certificateholder will be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, winding up or receivership of the Investment Manager or Dar Al-Arkan (to the extent that each fulfils all of its obligations under the relevant Transaction Documents to which it is a party), or any of the Trustee, the Delegate, the Agents and/or any of their affiliates as a consequence of such shortfall or otherwise. Furthermore, under no circumstances shall the Trustee, the Delegate or any Certificateholder have any right to cause the sale or other disposition of any of the Trust Assets except pursuant to the Transaction Documents.

No assurance can be given that a secondary market for Certificates will develop or, if it does, that it will provide investors with liquidity of investment

There is no assurance that a secondary market for the Certificates of any Series will develop or, if it does develop, that it will provide the Certificateholders with liquidity of investment or that it will continue for the life of those Certificates. Accordingly, a Certificateholder may not be able to find a buyer to buy its Certificates readily or at prices that will enable the Certificateholder to realise a desired yield. The market value of Certificates may fluctuate and a lack of liquidity, in particular, can have a material adverse effect on the market value of the Certificates. Accordingly, the purchase of Certificates is suitable only for investors who can bear the risks associated with a lack of liquidity in the relevant Certificates and the financial and other risks associated with an investment in the relevant Certificates. An investor in Certificates must be prepared to hold the relevant Certificates for an indefinite period of time or until their maturity. Application has been made for the listing of certain Series to be issued under the Programme on the Irish Stock Exchange but there can be no assurance that any such listing will occur or will enhance the liquidity of the Certificates of the relevant Series.

The Guarantee will be structurally subordinated to the obligations of Dar Al-Arkan's subsidiaries

None of Dar Al-Arkan's subsidiaries will guarantee the Certificates of any Series. Certificateholders will therefore not have any direct claim on the cash flows or assets of Dar Al-Arkan's subsidiaries and Dar Al-Arkan's subsidiaries have no obligation, contingent or otherwise, to pay amounts due under the Guarantee, or to make funds available to Dar Al-Arkan for those payments. Generally, claims of creditors of Dar Al-Arkan's subsidiaries, including lenders and trade creditors, will have priority with respect to the assets and earnings of the subsidiary over the claims of its ordinary shareholders, including the claims of Dar Al-Arkan. Accordingly, claims of creditors of Dar Al-Arkan's subsidiaries will also generally have priority over the claims of creditors of Dar Al-Arkan. In the event of any foreclosure, dissolution, winding-up, liquidation, reorganisation, administration or other bankruptcy or insolvency proceedings of any of Dar Al-Arkan's subsidiaries, holders of their debt and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to Dar Al-Arkan. As such, the Guarantee will be structurally subordinated to the claims of creditors (including lenders and trade creditors) of Dar Al-Arkan's subsidiaries.

The Certificates may be subject to early redemption

In the event that the amount payable on the Certificates of any Series is required to be increased to include additional amounts in certain circumstances and/or Dar Al-Arkan and/or the relevant Sukuk Contract Counterparties are required to pay additional amounts pursuant to certain Transaction Documents, in each case as a result of certain changes affecting taxation in the Cayman Islands (in the case of the Trustee) or the Kingdom of Saudi Arabia (in the case of Dar Al-Arkan or the relevant Sukuk Contract Counterparties), or in each case any political subdivision or any authority thereof or therein having power to tax, the Trustee may redeem all but not some only of the Certificates upon giving notice in accordance with the Terms and Conditions of the relevant Certificates.

If so provided in the applicable Final Terms, a Series may be redeemed early at the option of the Trustee. Any such early redemption feature of any Certificate is likely to limit its market value. During any period when the Trustee may elect to redeem Certificates, the market value of those Certificates generally will not rise substantially above the dissolution amount payable. This also may be true prior to any redemption period. The Trustee may be expected to redeem Certificates when Dar Al-Arkan's cost of borrowing is lower than the profit rate on the Certificates. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective profit rate as high as the profit rate on the Certificates being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider re-investment risk in light of other investments available at that time.

Dar Al-Arkan may not be able to repurchase the Certificates upon a Change of Control event, following certain dispositions of assets by the Guarantor and/or Restricted Subsidiaries or upon exercise of a Certificateholder Put Option

If Dar Al-Arkan experiences a change in control specified in the Guarantee, it must make an offer to repurchase all outstanding Certificates at the Change of Control Repurchase Amount, plus accrued and unpaid Periodic Distribution Amounts, if any, to the date of purchase. Under the terms of the Guarantee if the Guarantor or any Restricted Subsidiary disposes of assets, the Guarantor is required, in certain circumstances, to apply the proceeds of such sale to make an offer to repurchase all outstanding Certificates at a purchase price of 100 per cent. of their aggregate outstanding face amount, plus accrued and unpaid Periodic Distribution Amounts, if any, to the date of purchase. There can be no assurances that Dar Al-Arkan will have enough available funds at the time of any such change of control or asset disposition to make repurchases of tendered outstanding Certificates. Furthermore, a failure to make an offer to repurchase or to repurchase tendered Certificates would constitute a Dissolution Event under the Certificates, which could cause an acceleration of Dar Al-Arkan's payment obligations under the Guarantee and other outstanding financing arrangements. If Dar Al-Arkan's payment obligations under the Guarantee or other financing arrangements were to be accelerated, there can be no assurance that Dar Al-Arkan's assets and cash flow would be sufficient to repay in full all such payment obligations, or that Dar Al-Arkan would be able to obtain alternative financings, or if it were to obtain alternative financings, that they would be on terms that are favourable or acceptable to Dar Al-Arkan.

If so specified in the applicable Final Terms, Dar Al-Arkan must make an offer to repurchase any or all outstanding Certificates at the Certificateholder Put Option Repurchase Amount, plus accrued and unpaid Periodic Distribution Amounts, if any, to the date of purchase, on one or more Certificateholder Put Option Repurchase Dates specified in the applicable Final Terms. In such circumstances, investors face equivalent risks associated with Dar Al-Arkan having insufficient available funds at the time to be able to fund payment of all Certificates so tendered as are described in the previous paragraph with respect to a change in control of Dar Al-Arkan.

Investors should also note that an offer by the Guarantor to repurchase any or all outstanding Certificates made pursuant to a change of control, an asset disposition offer or upon exercise of a Certificateholder Put Option will not be made in any jurisdiction where it would be unlawful to do so at the time of the relevant tender offer. Accordingly, investors who, at the time of the tender offer, are located in a jurisdiction in which it would not be lawful for the Guarantor to make such an offer will be excluded from participating in the tender offer. Securities laws are complex and can change from time to time and, as a result, investors should not rely on the fact that, as at the date of this Base Prospectus, tender offers are generally made within their jurisdiction as an assurance that they would be able to participate in any tender offer made in the future by the Guarantor pursuant to the terms of the Guarantee.

If amounts due on the Certificates are not paid in full on their due date, Certificateholders will not be entitled to receive any additional amounts in respect of the period after the due date for which such amounts remain unpaid

If the Trustee fails to pay any Periodic Distribution Amount or Dissolution Amount in full on the relevant Periodic Distribution Date or the Scheduled Dissolution Date, the Dissolution Event Redemption Date, the Early Tax Dissolution Date or the Early Dissolution Date (Trustee Call), as the case may be, the Trustee is not required under the Conditions to pay any additional amounts to Certificateholders in respect of the period after the relevant due date for which such amounts remain unpaid, even if the amount remains unpaid for an extended period. Furthermore, although Dar Al-Arkan is required under the Guarantee to make an additional late payment in the event it fails to make payment to the Trustee under the Guarantee, on the due date for such payment, the Trustee has agreed that, in accordance with the principles of Sharia, any such late payment amounts received by the Trustee will be donated to charity, and will not be paid to Certificateholders.

Very limited diligence will be conducted in respect of any Leased Assets

Very limited investigations and enquiries will be made and only very limited due diligence will be conducted in respect of any Leased Assets comprised within any Sukuk Portfolio. Such Leased Assets will be selected by Dar Al-Arkan. The Certificateholders, the Trustee and the Delegate will have no ability to influence such selection and only limited representations will be obtained from Dar Al-Arkam or the relevant Restricted Subsidiary in respect of the Leased Assets comprising the relevant Sukuk Portfolio.

Risk factors relating to enforcement

There are uncertainties around the choice of English law as the governing law of certain Transaction Documents and around enforcement of foreign judgments

The Certificates and certain of the Transaction Documents are expressed to be governed by English law as set out below and provide for the resolution of disputes in the English courts, subject only to an option for the Certificateholders to bring proceedings before any other court of competent jurisdiction. Despite this, the courts and judicial committees of the Kingdom may not recognise the choice of English law or submission to jurisdiction of English courts at the option of the Certificateholders. Accordingly, in any proceedings relating to the Certificates in the Kingdom, Sharia, as interpreted in the Kingdom, may be applied by the relevant court or judicial committee. The courts and judicial committees of the Kingdom have the discretion to deny the enforcement of any contractual or other obligations, if, in their opinion, the enforcement thereof would be contrary to the principles of Sharia.

In addition to the above, courts in the Kingdom are unlikely to enforce any foreign judgment without re-examining the merits of the claim. Moreover, provisions of foreign law which are deemed contrary to public policy, order or morals in the Kingdom (including Sharia principles), or to any mandatory law of, or applicable in, the Kingdom, may not be enforceable in the Kingdom.

Disputes of a commercial nature in the Kingdom are currently heard before a court called the Grievances Board, which strictly applies Sharia, although a new law of the judiciary was issued on 30 Ramadan 1428H (corresponding to 12 October 2007) and calls for the establishment of Commercial Courts in the Kingdom. The Grievances Board has exclusive jurisdiction to consider the enforcement of foreign judgments and arbitral awards, supervise insolvency and bankruptcy proceedings of commercial entities and hear claims against Saudi Arabian government bodies. Accordingly, if a judgment from an English court were to be enforced in the Kingdom, it would need to be submitted to the Grievances Board for enforcement.

The Grievances Board may, at its discretion, enforce all or any part of a foreign judgment provided that (a) the judgment is not inconsistent with Sharia and/or Saudi Arabian law and (b) the judgment creditor can demonstrate to the Grievances Board that the courts of the jurisdiction granting the judgment will reciprocally enforce the judgments of the courts and committees of the Kingdom in such foreign jurisdiction. Such reciprocity may be demonstrated by way of the existence of a treaty or protocol between the Kingdom and the relevant jurisdiction or by virtue of a plaintiff providing evidence that the relevant foreign court has recognised and enforced a Saudi Arabian judgment on a previous occasion. In the case of an English judgment, there is no relevant treaty and, accordingly, Certificateholders seeking to enforce an English judgment might be required to adduce other evidence of such reciprocity. No assurance can be given that investors would be able to meet the requirements of reciprocity of enforcement. In addition, even if Certificateholders were able to meet this requirement, they should be aware that if any terms of the Certificates or the Transaction Documents (including any provisions relating to the payment of profit) were found to be inconsistent with Sharia, they would not be enforced by the Grievances Board.

The interpretation of the compliance of the Transaction Documents with Sharia principles may differ amongst Saudi courts and judicial committees

The Investment Management Agreement and each of the Sukuk Contracts will be governed by, and will be construed in accordance with, the laws of Saudi Arabia. Prospective Certificateholders should note that the various courts and judicial committees of Saudi Arabia applying Saudi law, and in particular the relevant principles of Islamic law are generally construed and applied pursuant to the teachings of the Hanbali school of jurisprudence, which may interpret or enforce, or reinterpret, the Investment Management Agreement and the Sukuk Contracts other than in accordance with their respective terms. There are majority and minority views within the Hanbali school of jurisprudence either of which may be applied in any particular case. In this regard, the courts and judicial committees of Saudi Arabia may decline to enforce any contractual or other obligations (including any provisions relating to the payment of profit) if it is their view that the enforcement thereof would be contrary to principles of Sharia.

Dar Al-Arkan has agreed in each Transaction Document to which it is a party that the Saudi Arabian Committee for the Resolution of Securities Disputes and the Appeal Panel may have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with matters related to those Transaction Documents. Prospective Certificateholders should note that to the best of the Trustee's and Dar Al-Arkan's knowledge, no securities of a similar nature to the Certificates have previously been the subject of adjudicatory interpretation or enforcement in Saudi Arabia. Accordingly, it is uncertain exactly how and to what extent the Transaction Documents to which Dar Al-Arkan is a party (or any of them), would be enforced by the Committee for the Resolution of Securities Disputes and the Appeal Panel or any other adjudicatory authority in Saudi Arabia.

Prospective Certificateholders should note that different Sharia advisers and courts and judicial committees in Saudi Arabia may form different opinions on identical issues and therefore prospective Certificateholders should consult their own legal and Sharia advisers to receive an opinion, as to the compliance or otherwise of the Certificates and the Transaction Documents with Sharia principles (see "*– Sharia Rules are subject to different interpretations by different Sharia boards and Sharia scholars*" below). Prospective Certificateholders should also note that although the Sharia Supervisory Board of Bank Alkhair, B.S.C.(c) and Dr. Hussein Hamed Sayed Hassan have confirmed that the Transaction Documents are in compliance with Sharia principles, such approvals and confirmations would not bind a court or judicial committee in Saudi Arabia, including in the context of any insolvency or bankruptcy proceedings relating to Dar Al-Arkan, and any court or judicial committee in Saudi Arabia will have the discretion to make its own determination about whether the Transaction Documents comply with the laws of Saudi Arabia and Sharia principles and therefore are enforceable in Saudi Arabia.

There are concerns as to the effectiveness under Saudi Arabian law of any transfer of an interest in an asset in Saudi Arabia, or on the return of investment of any activity in Saudi Arabia, to a Saudi Arabian company on behalf of foreign nationals unless a corporate presence is formed in Saudi Arabia and the relevant licensing requirements have been met

The Foreign Investment Law issued under Royal Decree No. M/1 dated 5/1/1421H (corresponding to 10/4/2000G) and the Anti-Cover Up Regulations issued in the Official Gazette on 28/5/1425H (corresponding to 16/7/2004G) prohibit Saudi Arabian companies from doing business in Saudi Arabia on behalf of foreign nationals unless a corporate presence is formed in Saudi Arabia and the relevant licensing requirements have been met. The Trustee and Dar Al-Arkan Sukuk International Company could be interpreted as contravening this prohibition by entering into the Investment Management Agreement and the relevant Sukuk Contracts to which it is a party. Moreover, under the Saudi Arabian Foreign Ownership and Investment in Real Estate Regulations issued under Royal Decree No. M/15 dated 17/4/1421H (corresponding to 19/7/2000G), any transfer of an interest in real estate to non-Saudi persons under the Investment Management Agreement and the relevant Sale and Purchase Agreement, shall be void and not effective under Saudi Arabian law unless such non-Saudi persons establish a corporate presence in Saudi Arabia and obtain the relevant licenses.

On the basis of the foregoing, prospective investors should note that there is uncertainty as to the effectiveness under Saudi Arabian law of any transfer of an interest in an asset in Saudi Arabia pursuant to the Transaction Documents relating to a Series, or on the return of investment of any activity in Saudi Arabia, absent compliance with the matters specified above. As a result, if Dar Al-Arkan Sukuk International Company fails to comply with its obligations under the Investment Management Agreement, a Saudi Arabian court or judicial or administrative tribunal is likely proceed in one of the following two ways:

(a) the Saudi Arabian court or judicial or administrative tribunal may consider the Transaction Documents relating to a Series as a whole and give effect to the commercial intention of the parties to treat the arrangements set out therein as a financing transaction without requiring compliance with the Foreign Investment Law or the Saudi Arabian Foreign Ownership and Investment in Real Estate Regulations (and as not being in breach of the Anti-Cover Up Regulations), and subject to the other risks described in this "*– Risks relating to enforcement*" section (including, without limitation, the risk factor entitled "*– The interpretation of the compliance of the Transaction Documents with Sharia principles may differ amongst Saudi courts and judicial committees*" above), may enforce the payment obligations set out in the Investment Management Agreement and the relevant Sukuk Contracts; or

(b) the Saudi Arabian court or judicial or administrative tribunal may characterise the transactions contemplated by the Investment Management Agreement and the relevant Sukuk Contracts as an unlawful investment which is void as a result of non-compliance with any of the matters specified above. If that is the case, the Saudi Arabian court or judicial or administrative tribunal is likely to require that Dar Al-Arkan Sukuk International Company return to the Trustee the relevant Sukuk Proceeds less any Profit Collections and/or Sukuk Portfolio Liquidation Proceeds already paid in respect of the relevant Series, and may appoint an expert to determine the amount of damages (if any) to which the parties may be entitled to.

To the extent that any obligation of the Investment Manager is determined by a Saudi Arabian court or judicial or administrative tribunal to be unenforceable by reason of the matters discussed in this risk factor, such obligation could not (if otherwise guaranteed by the Guarantor pursuant to the Guarantee) be enforced against the Guarantor under the Guarantee for the reasons described further under "*– There are limitations on the effectiveness of Guarantees in the Kingdom of Saudi Arabia*" below.

There are limitations on the effectiveness of Guarantees in the Kingdom of Saudi Arabia

Under Saudi Arabian law, if:

(a) any guaranteed obligation proves to be illegal or unenforceable under Saudi Arabian law, the guarantee provided thereof would, in respect of those underlying illegal or unenforceable obligations, also be unenforceable before a Saudi Arabian adjudicatory body. The obligations imposed on a guarantor cannot be stricter than the underlying guaranteed obligations;

(b) the guaranteed obligations are amended without the guarantor's consent, then the guarantee will not cover such amendments; and

(c) the beneficiary of a guarantee releases the underlying obligor from any guaranteed obligation, the guarantor will also be released from such obligations.

Under Saudi Arabian law there is no distinction between a guarantee as a secondary obligation and an indemnity as a primary obligation, and it is likely that a Saudi Arabian adjudicatory body would treat both obligations as being in the nature of a guarantee. Therefore, the limitations set out above apply equally to obligations expressed to be guaranteed and obligations expressed to be indemnified.

It is also uncertain whether the obligations of a guarantor incurred following the bankruptcy of the guarantor will be enforceable with respect to the guarantor, as the liabilities of the guarantor will be fixed by reference to the amounts claimed under the guarantee as at the time of the bankruptcy. Therefore, it is unclear whether a guarantee would continue to be effective after the bankruptcy of the guarantor and bind the liquidator in respect of advances made thereafter.

Courts and judicial committees of Saudi Arabia may not give effect to certain Dar Al-Arkan Events

Prospective Certificateholders should note that the courts and judicial committees of Saudi Arabia may not give effect to any of the Dar Al-Arkan Events (as set out in the Conditions) other than those Dar Al-Arkan Events relating to the non-payment of amounts due under the Transaction Documents.

Courts and judicial committees of Saudi Arabia will not give effect to penalties and certain types of indemnities

Prospective Certificateholders should note that should any provision of the Transaction Documents be construed by a court or judicial committee in Saudi Arabia to be an agreement to pay a penalty rather than a genuine estimate of loss incurred, such provision would not be enforced in Saudi Arabia. Further, any indemnity provided by Dar Al-Arkan pursuant to the Transaction Documents or in relation to any Series may not be enforceable under the laws and regulations of Saudi Arabia to the extent that it (a) purports to be effective notwithstanding any judgment or order of a court to the contrary or (b) is contrary to any applicable law or public policy relating thereto. Compliance with bankruptcy law in Saudi Arabia may affect Dar Al-Arkan's ability to perform its obligations under the Transaction Documents to which it is a party. In the event of Dar Al-Arkan's insolvency, Saudi Arabian bankruptcy law may adversely affect Dar Al-Arkan's ability to perform its obligations under the Transaction Documents to which it is a party and, in turn, affect the Trustee's ability to perform its obligations in respect of the Certificates. Specific performance, injunctive relief and declaratory judgments and remedies are rarely available as judicial and other adjudicative remedies in Saudi Arabia. There is little precedent to predict how claims by or on behalf of the Certificateholders and/or the Delegate would be resolved, and therefore there can be no assurance that Certificateholders will receive repayment of their claims in full or at all in these circumstances.

A court may not grant an order for specific performance

In the event that Dar Al-Arkan fails to perform its obligations under any Transaction Document to which it is a party, the potential remedies available to the Trustee and the Delegate include (i) obtaining an order for specific performance of Dar Al-Arkan's obligations, or (ii) a claim for damages. There is no assurance that a court will provide an order for specific performance, as this is generally a matter for the discretion of the relevant court. Specific performance, injunctive relief and declaratory judgements and remedies are rarely available as judicial and other adjudicative remedies in the Kingdom. The amount of damages which a court may award in respect of a breach will depend upon a number of possible factors, including an obligation on the Trustee and the Delegate to mitigate any loss arising as a result of such breach. No assurance is provided on the level of damages which a court may award in the event of a failure by Dar Al-Arkan to perform its obligations set out in the Transaction Documents to which it is a party. Damages for loss of profits, consequential damages or other speculative damages are not awarded in Saudi Arabia by the courts or other adjudicatory authorities, and only actual, direct and proven damages are awarded.

The terms of Trust Deeds may not be enforceable in Saudi Arabia

The laws of Saudi Arabia do not recognise the concept of a trust or beneficial interests. Accordingly, there is no certainty that the terms of the Master Trust Deed and any Supplemental Trust Deed (each of which will be governed by English law) would be enforced by the courts of Saudi Arabia and, as such, there can be no assurance that the obligations of the Trustee and/or the Delegate under the Master Trust Deed and any Supplemental Trust Deed to act on behalf of the Certificateholders in accordance with their instructions (given in accordance with the Conditions of the Certificates) are enforceable as a matter of contract under the laws of Saudi Arabia.

No assurances can be given as to any change of law after the date of this Base Prospectus

The structure of each issue of Certificates under the Programme is based on English law, Cayman Islands law, the laws of the Kingdom of Saudi Arabia and administrative practices therein in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible change to, or interpretation of, English, Cayman Islands or Saudi law or administrative practices in such jurisdiction after the date of this Base Prospectus, nor can any assurance be given as to whether any such change could adversely affect the ability of the Trustee to make payments under the Certificates or of Dar Al-Arkan or any of its subsidiaries (including the underlying Ijara Agreements and Murabaha Agreements) to comply with its obligations under the Transaction Documents to which it is a party.

Compliance with bankruptcy law in the Kingdom may affect Dar Al-Arkan's ability to perform its obligations under the Transaction Documents to which it is a party

In the event of Dar Al-Arkan's insolvency, bankruptcy laws in the Kingdom may adversely affect Dar Al-Arkan's ability to perform its obligations under the Transaction Documents to which it is a party and, in turn, affect the Trustee's ability to perform its obligations in respect of the Certificates. In particular, Article 110 of the Commercial Court Regulations promulgated under Royal Decree No. M/32 dated 15/01/1350H (corresponding to 02/06/1931G) authorises a Saudi Arabian court to declare a contract of a debtor void or ineffective in the event that such debtor has been already declared bankrupt by such court prior to the entry into such contract. There is little precedent to predict how claims by or on behalf of the Certificateholders and/or the Delegate would be resolved in the event of Dar Al-Arkan's bankruptcy and accordingly it is uncertain exactly how and to what extent the Transaction Documents would be enforced by a Saudi Arabian adjudicatory body if such Saudi Arabian adjudicatory body were to void or otherwise cause such document, or any part thereof, to be void or ineffective pursuant to Article 110 of the Commercial Court Regulations (following a declaration of bankruptcy), and therefore there can be no assurance that Certificateholders will receive repayment of their claims in full or at all in these circumstances.Additional risk factors

Emerging markets are subject to greater risks than more developed markets

Investors in emerging markets should be aware that these markets are subject to greater risks than more developed markets, including, in some cases, significant legal, economic and political risks. Accordingly, investors should exercise particular care in evaluating the risks involved and must decide for themselves whether, in light of those risks, their investment is appropriate. Generally, investment in emerging markets is only suitable for sophisticated investors who fully appreciate the significance of the risk involved.

Investors are required to rely on Euroclear and Clearstream, Luxembourg procedures whilst Certificates are held in those clearing systems

The Certificates of each Series will be represented on issue by a Global Certificate that will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in each Global Certificate, investors will not be entitled to receive Certificates in definitive form. Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the ownership interests in Global Certificates. While the Certificates of any Series are represented by a Global Certificate, investors will be able to trade their ownership interests only through Euroclear and Clearstream, Luxembourg and their respective participants.

While the Certificates of any Series are represented by a Global Certificate, the Trustee will discharge its payment obligations under the Certificates by making payments through the relevant clearing systems. A holder of an ownership interest in a Global Certificate must rely on the procedures of the relevant clearing system and its participants to receive payments under the relevant Certificates. The Trustee has no responsibility or liability for the records relating to, or payments made in respect of, ownership interests in any Global Certificate.

Holders of ownership interests in a Global Certificate will not have a direct right to vote in respect of the relevant Certificates. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

Sharia rules are subject to different interpretations by different Sharia boards and Sharia scholars

Each of the Sharia Supervisory Board of Bank Alkhair, B.S.C.(c) and Dr. Hussein Hamad Sayed Hassan has confirmed that the Transaction Documents are, in their view, Sharia compliant. However, there can be no assurance that the Transaction Documents or any issue and trading of any Certificates will be deemed to be Sharia compliant by any other Sharia board or Sharia scholars. None of the Trustee, the Investment Manager, Dar Al-Arkan, the Delegate or the Dealers makes any representation as to the Sharia compliance of any Series and potential investors are reminded that, as with any Sharia views, differences in opinion are possible. Prospective purchases of the Certificates should therefore not rely on the approvals referred to above and should obtain their own independent Sharia advice as to the compliance of the Transaction Documents and the issue and trading of any Series with Sharia principles.

In the event the status of any such Sharia compliance should change, the Trustee accepts no liability in relation to such change and has no obligation to inform or otherwise notify the Certificateholders of such change.

In addition, prospective investors are reminded that the enforcement of any obligations of any of the parties would, if in dispute, either be the subject of court or judicial committee proceeding under English or Saudi law. In such circumstances, the judge may apply the relevant law of the Transaction Document rather than core Sharia principles in determining the obligation of the parties. See also "*– The interpretation of the compliance of the Transaction Documents with Sharia principles may differ amongst Saudi courts and judicial committees*" above.

Credit ratings may not reflect all risks

Dar Al-Arkan has been rated B+ by S&P. In addition, one or more independent credit rating agencies may assign credit ratings to the Certificates. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by its assigning rating agency at any time. Any ratings of Dar Al-Arkan or the Certificates may not reflect the potential impact of all the risks related to the structure, market, additional factors discussed herein and other factors that may affect the value of the Certificates. Any actual or anticipated changes in Dar Al-Arkan's credit ratings or the ratings of the Certificates could negatively affect the market value of the Certificates.

Dar Al-Arkan has engaged in, and may engage in, discussions from time to time with other international and regional credit rating agencies regarding a corporate rating, although no such corporate rating currently exists. However, should Dar Al-Arkan and/or any Certificates be rated in the future by one or more of these credit rating agencies, there can be no assurance that any rating(s) assigned to Dar Al-Arkan and/or any Certificates would be at least equivalent to the corporate rating assigned by Standard & Poor's (Dubai) Limited at such time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and ratings will be disclosed in the applicable Final Terms. The list of registered and certified rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and publication of an updated ECMA list.

Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade

In relation to any issue of Certificates which have a denomination consisting of the minimum Specified Denomination (as defined in the Conditions) plus a higher integral multiple of another smaller amount, it is possible that the Certificates may be traded in amounts in excess of such minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a Certificateholder who, as a result of trading such amounts, holds a face amount of less than the minimum Specified Denomination would need to purchase an additional amount of Certificates such that it holds an amount equal to at least the minimum Specified Denomination to be able to trade such Certificates. Certificateholders should be aware that Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

If a Certificateholder holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time such Certificateholder may not receive a definitive Certificate in respect of such holding (should definitive Certificates be printed) and would need to purchase a face amount of Certificates such that its holding amounts to at least a Specified Denomination in order to be eligible to receive a definitive Certificate.

If definitive Certificates are issued, holders should be aware that definitive Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Defined majorities of Certificateholders and the Delegate can consent to variation of certain provisions in the Transaction Documents

The Conditions of the Certificates contain provisions for calling meetings of Certificateholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Certificateholders including Certificateholders who did not attend and vote at the relevant meeting and Certificateholders who voted in a manner contrary to the majority.

The Master Trust Deed contains provisions permitting the Delegate from time to time and at any time without any consent or sanction of the Certificateholders to make any modification (other than in the case of a Reserved Matter) to the Master Trust Deed if, in the opinion of the Delegate, such modification (a) is of a formal, minor or technical nature, or (b) is made to correct a manifest error, or (c) is not materially prejudicial to the interests of the relevant Certificateholders. Unless the Delegate otherwise agrees, any such modification shall as soon as practicable thereafter be notified to the relevant Certificateholders and shall in any event be binding upon the relevant Certificateholders.

If Certificates are issued under the Programme which are denominated in the currency of a country which, at the time of issue, has not adopted the euro as its sole currency and, before the relevant Certificates are redeemed, the euro becomes the sole currency of that country, certain adverse consequences may follow for Certificateholders

If Certificates are issued under the Programme which are denominated in the currency of a country which, at the time of issue, has not adopted the euro as its sole currency and, before the relevant Certificates are redeemed, the euro becomes the sole currency of that country, a number of consequences may follow including, but not limited to: (i) all amounts payable in respect of the relevant Certificates may become payable in euro, (ii) applicable law may allow or require such Certificates to be redenominated into euro and additional measures to be taken in respect of such Certificates and (iii) there may no longer be available published or displayed rates for deposits in such currency used to determine the rates of Periodic Distribution Amount on such Certificates. Any of these or any other consequences could adversely affect the holders of the relevant Certificates.

Certain Certificateholders may be exposed to currency conversion risk due to Certificates being denominated in a currency other than the currency or currency unit in which that Certificateholder's financial activities are principally denominated

The Trustee will make all payments on the Certificates. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls which could adversely affect an applicable exchange rate. The Trustee does not have any control over the factors that generally affect these risks, such as economic, financial and political events and the supply and demand for applicable currencies. In recent years, exchange rates between certain currencies have been volatile and volatility between such currencies or with other currencies may be expected in the future. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Certificates, (2) the Investor's

Currency equivalent value of the principal payable on the Certificates and (3) the Investor's Currency equivalent market value of the Certificates.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate as well as the availability of a specified foreign currency at the time of any payment of any Periodic Distribution Amount or Dissolution Amount on a Certificate. As a result, investors may receive less amounts under the Certificates than expected, or no such amounts. Even if there are no actual exchange controls, it is possible that the Specified Currency for any particular Certificate may not be available at such Certificate's maturity.

Risk factors relating to taxation

Payments under the Transaction Documents could become subject to taxation

Payments made by Dar Al-Arkan and its subsidiaries to the Trustee under the Transaction Documents and payments by the Trustee in respect of the Certificates could become subject to taxation. Each Ijara Agreement and Murabaha Agreement entered into in respect of a Series requires the relevant Sukuk Contract Counterparties, the Investment Management Agreement requires the Investment Manager and the Guarantee requires Dar Al-Arkan to pay additional amounts in the event that any withholding or deduction is required by applicable law to be made in respect of payments made by it to the Trustee which are intended to fund Periodic Distribution Amounts and Dissolution Amounts. Condition 11 provides that the Trustee is required to pay additional amounts in respect of any such withholding or deduction imposed by Cayman Islands law in certain circumstances. In the event that the Trustee fails to pay any such additional amounts in respect of any such withholding or deduction on payments due in respect of the Certificates to Certificateholders, Dar Al-Arkan has unconditionally and irrevocably undertaken (irrespective of the payment of any fee), as a continuing obligation, to pay to the Trustee (for the benefit of the Certificateholders) an amount equal to the liabilities of the Trustee in respect of any and all additional amounts required to be paid in respect of the Certificates pursuant to Condition 11 in respect of any withholding or deduction in respect of any tax as set out in that Condition.

The EU Savings Directive may require the Paying Agents to make certain withholdings from payments made to investors

Under EC Council Directive 2003/48/EC (the **Directive**) on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of certain payments paid by a person within its jurisdiction to an individual resident in that other Member State or to certain types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland). In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive.

The European Commission has proposed certain amendments to the Directive which may, if implemented, amend or broaden the scope of the requirements described above.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Trustee nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Certificate as a result of the imposition of such withholding tax. The Trustee is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive.

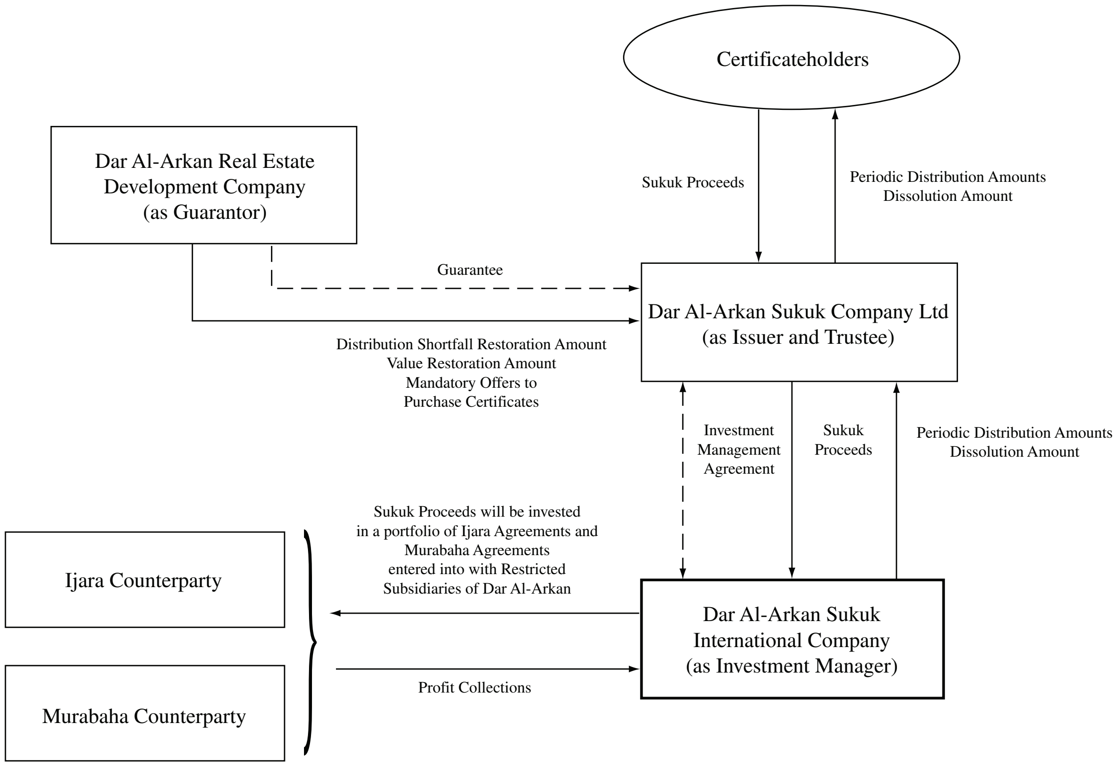
Payments made on or with respect to the Certificates may be subject to U.S. withholding tax

Whilst the Certificates are in global form and held within the clearing systems, in all but the most remote circumstances, it is not expected that the U.S. "Foreign Account Tax Compliance Act" (or **FATCA**) will affect the amount of any payment received by the clearing systems (see "*Taxation – Foreign Account Tax Compliance Act*" below). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA), provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Trustee's obligations under the Certificates are discharged once it has paid (or cause to be paid) the common depositary for the clearing systems (as registered holder of the Certificates) and the Trustee has therefore no responsibility for any amount thereafter transmitted through the hands of the clearing systems and custodians or intermediaries.

STRUCTURE DIAGRAM AND CASHFLOWS

Set out below is a simplified structure diagram and description of the principal cash flows underlying each Series issued. Potential investors are referred to the terms and conditions of the Certificates and the detailed descriptions of the relevant Transaction Documents and the Terms and Conditions of the Certificates set out elsewhere in this Base Prospectus for a fuller description of certain cash flows and for an explanation of the meaning of certain capitalised terms used below.

Structure Diagram



Principal cash flows

Payments by the Certificateholders and the Trustee

On the Issue Date of each Series of Certificates, the Trustee will use the Sukuk Proceeds of the relevant Series to invest in a single portfolio of investments comprising an Ijara Agreement and a Murabaha Agreement entered into between the Investment Manager and certain Restricted Subsidiaries (together with any further and/or replacement Ijara Agreements and Murabaha Agreements entered into from time to time between the Investment Manager and certain Restricted Subsidiaries in accordance with the terms of the Investment Management Agreement, each a **Sukuk Portfolio**) in accordance with the Investment Plan (as defined below). Each Ijara Agreement and Murabaha Agreement is to be entered into substantially on the terms set out in the Investment Management Agreement and the initial Ijara Agreement and initial Murabaha Agreement will be entered into on the relevant Issue Date. The Investment Management Agreement provides that a minimum amount corresponding to 51 per cent. of the face amount of the Certificates of the relevant Series outstanding must be invested in Ijara Agreements at all times, except during the period necessary for the replacement of any Ijara Agreement which is terminated as a result of the occurrence of a Total Loss.

The **Investment Plan** means the requirement for the Investment Manager: (i) to invest the relevant Sukuk Proceeds into a portfolio of Sukuk Contracts which generates returns at least equal to each relevant Periodic Distribution Amount for a period which is equal to or greater than the remaining duration of the Certificates of the relevant Series which are outstanding at the time of the relevant investment; and (ii) to ensure satisfaction of the Underlying Value Conditions related to the preservation of value of the relevant Sukuk Portfolio. The Investment Manager shall not be entitled to commingle its own assets with any Sukuk

Portfolio. The Investment Manager is a limited liability company wholly-owned, directly and indirectly, by Dar Al-Arkan.

The services to be provided by the Investment Manager under the Investment Management Agreement in respect of each Series will commence on the Issue Date of that Series and will end on the later of: (i) the date falling two Business Days prior to the relevant Scheduled Dissolution Date, any Dissolution Event Redemption Date, any Early Tax Dissolution Date, Early Dissolution Date (Trustee Call) or the date on which the Guarantor purchases all (but not some only) of the outstanding Certificates of the relevant Series of a Certificateholder pursuant to a Mandatory Offer to Repurchase Certificates (as defined and described further below); and (ii) the date on which the relevant Sukuk Portfolio Liquidation Proceeds (as defined below) are paid by the Investment Manager to the Principal Paying Agent on behalf of the Trustee in accordance with the Investment Management Agreement for payment to the Certificateholders.

Periodic Distribution Payments

On the date falling two Business Days prior to each Periodic Distribution Date, the Investment Manager shall collect all sums due from the counterparties to the relevant Ijara Agreements and relevant Murabaha Agreements (the **Profit Collections**) and pay such amounts to the Principal Paying Agent on behalf of the Trustee by depositing the same in the Transaction Account relating to the relevant Series. The Principal Paying Agent will in turn apply such amounts to pay the Periodic Distribution Amount to the Certificateholders of the relevant Series on the relevant Periodic Distribution Date.

To the extent that there is a shortfall between: (a) the Profit Collections deposited in the relevant Transaction Account and available for distribution to the Certificateholders of the relevant Series on a Periodic Distribution Date; and (b) the Periodic Distribution Amount scheduled for distribution on that date, including where such shortfall arises from the negligence of or a failure by the Investment Manager to comply with its obligations under the relevant Transaction Documents (including failure to satisfy the Underlying Value Conditions) the Guarantor shall make up that shortfall (the **Distribution Shortfall Restoration Amount**) in accordance with the terms of the Guarantee, by paying the relevant Distribution Shortfall Restoration Amount to the Principal Paying Agent on behalf of the Trustee for payment to the Certificateholders of the relevant Series.

Dissolution Payments and Mandatory Offers to Purchase Certificates

On the date falling two Business Days prior to the relevant Scheduled Dissolution Date, a Dissolution Event Redemption Date, an Early Tax Dissolution Date or (if specified in the applicable Final Terms as being applicable) Early Dissolution Date (Trustee Call), the Investment Manager shall liquidate the relevant Sukuk Portfolio in accordance with the Investment Management Agreement and pay the proceeds of such liquidation (the **Sukuk Portfolio Liquidation Proceeds**) to the Principal Paying Agent by depositing the same in the relevant Transaction Account. The Principal Paying Agent will in turn apply such amount to pay the Dissolution Amount to the Certificateholders of the relevant Series on the relevant Scheduled Dissolution Date, Dissolution Event Redemption Date, Early Tax Dissolution Date or Early Dissolution Date (Trustee Call), as the case may be. To the extent that there is a shortfall between the relevant Sukuk Portfolio Liquidation Proceeds deposited in the relevant Transaction Account and the relevant Dissolution Amount payable on the relevant Scheduled Dissolution Date, Dissolution Event Dissolution Date, Early Tax Dissolution Date or Early Dissolution Date (Trustee Call), as the case may be, including where such shortfall arises from the negligence of or a failure by the Investment Manager to comply with its obligations under the relevant Transaction Documents (including failure to satisfy the Underlying Value Conditions) the Guarantor shall make up that shortfall (the **Value Restoration Amount**) under the terms of the Guarantee by paying the relevant Value Restoration Amount to the Principal Paying Agent on behalf of the Trustee for payment to the Certificateholders of the relevant Series.

In addition, under the terms of the Guarantee, Dar Al-Arkan undertakes, in respect of each Series, that:

(a) no later than 30 days following a Change of Control, Dar Al-Arkan shall make an offer to repurchase all Certificates then outstanding at a purchase price equal to the Change of Control Repurchase

Amount set out in the applicable Final Terms, plus accrued and unpaid Periodic Distribution Amounts, if any, to the date of repurchase;

(b) if Dar Al-Arkan or any Restricted Subsidiary makes an Asset Disposition, in certain circumstances prescribed in the Guarantee, Dar Al-Arkan must use all or part of the proceeds of such Asset Disposition to make an offer to purchase Certificates at a purchase price equal to 100 per cent. of their face amount, plus accrued and unpaid Periodic Distribution Amounts, if any; and

(c) if the Certificateholder Put Option is specified in the applicable Final Terms as being applicable to that Series, Dar Al-Arkan shall make an offer to repurchase any or all outstanding Certificates of the relevant Series at the Certificateholder Put Option Repurchase Amount, plus accrued and unpaid Periodic Distribution Amounts, if any, to the date of purchase, on the Certificateholder Put Option Repurchase Date(s) specified in the applicable Final Terms,

(each such tender offer, a **Mandatory Offer to Purchase Certificates**).

OVERVIEW OF THE PROGRAMME

The following is an overview of the principal features of the Programme. This overview does not contain all of the information that an investor should consider before investing in Certificates and is qualified in its entirety by the remainder of this Base Prospectus and the applicable Final Terms. Each investor should read the entire Base Prospectus and the applicable Final Terms carefully, especially the risks of investing in Certificates issued under the Programme discussed under "Risk Factors".

This overview constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No. 809/2004 implementing the Prospective Directive.

Words and expressions defined in "Structure Diagram and Cashflows", "Form of the Certificates" and "Terms and Conditions of the Certificates" shall have the same meanings in this overview.

Trustee:	Dar Al-Arkan Sukuk Company Ltd., a limited liability exempted company incorporated in accordance with the laws of, and formed and registered in, the Cayman Islands with registered number 276880 and its registered office at MaplesFS Limited, P.O. Box 1093, Queensgate House, Grand Cayman KY1-1102, Cayman Islands. The Trustee has been incorporated solely for the purpose of participating in the transactions contemplated by the Transaction Documents (as defined below) to which it is a party.
Dar Al-Arkan/Guarantor:	Dar Al-Arkan Real Estate Development Company, a limited liability company incorporated under the laws of the Kingdom of Saudi Arabia with commercial registration number 1010160195.
Investment Manager:	Dar Al-Arkan Sukuk International Company, a limited liability company incorporated under the laws of the Kingdom of Saudi Arabia with commercial registration number 1010275448. The Investment Manager is a limited liability company wholly-owned, directly and indirectly, by Dar Al-Arkan.
Risk Factors:	There are certain factors that may affect the Trustee's ability to fulfil its obligations under Certificates issued under the Programme, and Dar Al-Arkan's obligations under the Transaction Documents to which it is a party. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Certificates issued under the Programme. All of these factors are set out under "*Risk Factors*" above.
Ownership of the Trustee:	The authorised share capital of the Trustee is U.S.$50,000 consisting of 50,000 shares of U.S.$1 each, of which 250 shares are fully paid up and issued. The Trustee's entire issued share capital is held by MaplesFS Limited on trust for charitable purposes.
Administration of the Trustee:	The affairs of the Trustee are managed by MaplesFS Limited (the **Trustee Administrator**), who will provide, amongst other things, certain administrative services for and on behalf of the Trustee pursuant to a Corporate Services Agreement dated 16 May 2013 between the Trustee and the Trustee Administrator (the **Corporate Services Agreement**). The Trustee Administrator's registered office is P.O. Box 1093, Queensgate House, Grand Cayman KY1 – 1102, Cayman Islands.
Arrangers:	Bank Alkhair, B.S.C.(c) Deutsche Bank AG, London Branch Goldman Sachs International
Dealers:	Bank Alkhair, B.S.C.(c) Deutsche Bank AG, London Branch Goldman Sachs International

	and any other Dealer appointed from time to time either generally in respect of the Programme or in relation to a particular Series of Certificates.
Delegate:	Deutsche Trustee Company Limited Pursuant to the Master Trust Deed, the Trustee shall delegate to the Delegate certain of the present and future powers, authorities and discretions vested in the Trustee by certain provisions of the Master Trust Deed. In particular, the Delegate shall be entitled to (and, in certain circumstances, shall, subject to being indemnified and/or secured and/or pre-funded to its satisfaction, be obliged to) take enforcement action in the name of the Trustee against the Investment Manager and/or Dar Al-Arkan following a Dissolution Event.
Principal Paying Agent:	Deutsche Bank AG, London Branch
Registrar and Transfer Agent:	Deutsche Bank Luxembourg S.A.
Certain Restrictions:	Each Series denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*"). The proceeds of each Series will not be accepted in the United Kingdom except in compliance with applicable law, including article 5 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
Programme Size:	Up to U.S.$1,200,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Trustee and Dar Al-Arkan may increase the size of the Programme in accordance with the terms of the Programme Agreement.
Issuance in Series:	The Certificates will be issued in Series, the specific terms of which will be completed in the applicable Final Terms.
Distribution:	Certificates may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, any currency agreed between the Trustee, Dar Al-Arkan and the relevant Dealer.
Maturities:	The Certificates will have such maturities as may be agreed between the Trustee, Dar Al-Arkan and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Trustee or the relevant Specified Currency.
Issue Price:	Certificates may be issued at any price on a fully paid basis, as specified in the applicable Final Terms. The price and amount of Certificates to be issued under the Programme will be determined by the Trustee, Dar Al-Arkan and the relevant Dealer at the time of issue in accordance with prevailing market conditions.
Form of Certificates:	The Certificates will be issued in registered form as described in "*Form of the Certificates*". The Certificates of each Series will be represented on issue by ownership interests in a Global Certificate which will be deposited with, and registered in the name of a nominee of, a common depositary for Euroclear and Clearstream, Luxembourg. Ownership

	interests in each Global Certificate will be shown on, and transfers thereof will only be effected through, records maintained by each relevant clearing system and its participants. See "*Form of the Certificates*". Definitive Certificates evidencing holdings of Certificates will be issued in exchange for ownership interests in a Global Certificate only in limited circumstances.
Clearance and Settlement:	Holders of the Certificates must hold their interest in the relevant Global Certificate in book-entry form through Euroclear or Clearstream, Luxembourg. Transfers within and between Euroclear and Clearstream, Luxembourg will be in accordance with the usual rules and operating procedures of the relevant clearance systems.
Face Amount of Certificates:	The Certificates will be issued in such face amounts as may be agreed between the Trustee, Dar Al-Arkan and the relevant Dealer save that the minimum face amount of each Certificate will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "*Certain Restrictions*" above, and save that the minimum face amount of each Certificate admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive will be €100,000 (or, if the Certificates are issued in a currency other than euro, the equivalent amount in such currency).
Status of the Certificates:	Each Certificate will evidence an undivided ownership interest of the Certificateholders in the Trust Assets of the relevant Series, will be a direct, unsubordinated, unsecured and limited recourse obligation of the Trustee and will rank *pari passu*, without any preference or priority, with all other Certificates of the relevant Series issued under the Programme. The Trust Assets of the relevant Series will be all of the Trustee's rights, title, interest and benefit, present and future, in, to and under (i) the relevant Sukuk Portfolio, (ii) the Transaction Documents (other than in relation to any representations given to the Trustee by Dar Al-Arkan pursuant to any of the Transaction Documents and any rights which have been expressly waived by the Trustee in any of the Transaction Documents), (iii) all monies standing to the credit of the relevant Transaction Account from time to time, and all proceeds of the foregoing listed (i) to (iii) (the **Trust Assets**), and such Trust Assets will be held upon trust absolutely for the Certificateholders *pro rata* according to the face amount of Certificates held by each Certificateholder for the relevant Series.
Periodic Distributions:	Certificateholders are entitled to receive Periodic Distribution Amounts calculated on the basis specified in the applicable Final Terms.
Redemption of Certificates:	Unless the Certificates are previously redeemed or purchased and cancelled, the Certificates shall be redeemed by the Trustee at the relevant Dissolution Amount and on the relevant Scheduled Dissolution Date specified in the applicable Final Terms and the Trust in relation to the relevant Series will be dissolved by the Trustee.
Dissolution Events:	Upon the occurrence of any Dissolution Event, the Certificates may be redeemed in full on the Dissolution Date at the relevant Dissolution Amount, together with any accrued but unpaid Periodic Distribution

	Amount and the relevant Return Accumulation Period may be adjusted accordingly. See Condition 14.
Early Dissolution for Tax Reasons:	Upon the occurrence of a Tax Event and subject to certain conditions, the Trustee may, following receipt of an exercise notice from Dar Al-Arkan pursuant to the relevant Trust Deed, redeem the Certificates in whole but not in part at an amount equal to the relevant Early Dissolution Amount (Tax) together with any accrued but unpaid Periodic Distribution Amounts on the relevant Dissolution Date and, if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable, the Dissolution Date must be a Periodic Distribution Date.
Optional Dissolution Right:	If so specified in the applicable Final Terms, the Trustee may, following receipt of an exercise notice from Dar Al-Arkan pursuant to the relevant Trust Deed, redeem in whole but not in part the Certificates of the relevant Series at the relevant Optional Dissolution Amount (Trustee Call) on the relevant Optional Dissolution Date (Trustee Call) and, if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable, the Optional Dissolution Date Trustee Call must be a Periodic Distribution Date. If applicable to the relevant Series, the Optional Dissolution Date(s) (Trustee Call) will be specified in the applicable Final Terms.
Certificateholder Put Option:	If so specified in the applicable Final Terms, Dar Al-Arkan shall make an offer (which shall remain open for not less than 45 nor more than 60 days) to repurchase any or all outstanding Certificates of the relevant Series at the Certificateholder Put Option Repurchase Amount, plus accrued and unpaid Periodic Distribution Amounts, if any, to the date of purchase, on the Certificateholder Put Option Repurchase Date(s) specified in the applicable Final Terms.
Repurchase of Certificates following a Change of Control:	No later than 30 days following a Change of Control, Dar Al-Arkan must make an offer (to remain open for not less than 30 nor more than 60 days) to repurchase all Certificates then outstanding at a purchase price equal to the Change of Control Repurchase Amount, plus accrued and unpaid Periodic Distribution Amounts, if any, to the date of repurchase.
Repurchase of Certificates following an Asset Disposition:	If Dar Al-Arkan or any of its Restricted Subsidiaries makes an Asset Disposition, in certain circumstances prescribed in the Guarantee, Dar Al-Arkan must use all or part of the proceeds of such Asset Disposition to make an offer to purchase Certificates at a purchase price equal to 100 per cent. of their face amount, plus accrued but unpaid Periodic Distribution Amounts, if any, to the date of repurchase.
Trustee Covenants:	The Trustee has agreed to certain restrictive covenants as set out in Condition 5.
Dar Al-Arkan and Restricted Subsidiary Covenants:	The Guarantee will limit Dar Al-Arkan's ability and the ability of its Restricted Subsidiaries to, *inter alia*: (a) incur additional indebtedness; (b) pay dividends or make other distributions to shareholders; (c) enter into arrangements that restrict dividends or other payments from subsidiaries; (d) sell assets, including stock of subsidiaries;

(e) enter into transactions with affiliates;

(f) engage in different business activities;

(g) create liens on assets to secure debt;

(h) enter into sale and leaseback transactions; and

(i) merge or consolidate with another company.

These covenants are subject to a number of important qualifications and exceptions described under "*Summary of Principal Transaction Documents — The Guarantee*".

If, on any date following the Issue Date of any Series, the relevant Certificates have an Investment Grade rating from both of the Rating Agencies and no Dissolution Event or Dar Al-Arkan Event has occurred and is continuing, Dar Al-Arkan and its Restricted Subsidiaries will not have to comply with certain covenants until such time, if any, as the relevant Certificates are downgraded below Investment Grade.

Dar Al-Arkan will also be required to meet certain financial ratios as set forth in the Guarantee, for so long as any 2014 Sukuk Certificate (as defined in the Guarantee) is outstanding.

Defeasance: Dar Al-Arkan may choose, with respect to all (but not some only) outstanding Series of Certificates, not to be bound by its obligation to repurchase Certificates of each Series then outstanding following a Change of Control (see "*Repurchase of Certificates following a Change of Control*" below) or comply with certain covenants prescribed in the Guarantee by: (i) irrevocably depositing in trust for all such Certificates with the Trustee money or government obligations that, through the payment of principal and profit and/or other distributions in respect thereof in accordance with their terms, will provide money in an amount sufficient to pay an amount equal to the aggregate of all sums which would be required to be paid under the relevant Sukuk Contracts required to be entered into in accordance with the Investment Management Agreement to ensure compliance with the Underlying Value Conditions, for the period from the date on which the relevant deposit is made into the relevant defeasance trust in full, up to and including the Scheduled Dissolution Date; and (ii) by obtaining certain certificates and legal opinions, as more particularly described in the Guarantee. Any moneys or government obligations so deposited and all other rights in respect thereof will form part of the relevant Trust Assets and will be held in such a manner as shall be approved by the Delegate in its absolute discretion.

See "*Summary of Principal Transaction Documents — The Guarantee*".

Cancellation of Certificates held by Dar Al-Arkan and/or any of its Subsidiaries: Pursuant to Condition 13, Dar Al-Arkan and/or any of its Subsidiaries may at any time (and in the circumstances described under "*Repurchase of Certificates following a Change of Control*", "*Repurchase of Certificates following an Asset Disposition*" and "*Certificateholder Put Option*" shall) purchase Certificates in the open market or otherwise. If Dar Al-Arkan wishes (or in the circumstances described under "*Repurchase of Certificates following a Change of Control*", "*Repurchase of Certificates following an Asset Disposition*" and "*Certificateholder Put Option*" is obliged) to cancel such Certificates purchased by it and/or any of its Subsidiaries, Dar Al-Arkan will deliver those Certificates to the Principal

	Paying Agent for cancellation on the next succeeding Periodic Distribution Date.
Withholding Tax:	All payments by the Sukuk Contract Counterparties under, or pursuant to, the relevant Ijara Agreements and Murabaha Agreement, all payments by Dar Al-Arkan Sukuk International Company under, or pursuant to, the Investment Management Agreement and all payments by the Guarantor under the Guarantee shall be made without withholding or deduction for, or on account of, any taxes, levies, imposts, duties, fees, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Relevant Jurisdiction unless the withholding is required by law. In the event that any such withholding or deduction is made, the relevant Sukuk Contract Counterparties and/or the Investment Manager and/or the Guarantor, as the case may be, will be required to pay additional amounts so that the Trustee will receive the full amounts that it would have received in the absence of such withholding or deduction. Under Saudi law, the Guarantor and the Investment Manager are each required to withhold five per cent. in respect of any payments in the nature of profit made to the Trustee (being resident for tax purposes outside Saudi Arabia) under the Guarantee and the Investment Management Agreement, respectively (see "*Taxation – Kingdom of Saudi Arabia*").
	All payments in respect of Certificates by the Trustee shall be made without withholding or deduction for, or on account of, any taxes, levies, imposts, duties, fees, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Relevant Jurisdiction. In the event that any such withholding or deduction is made, the Trustee will, save in the limited circumstances provided in Condition 11, be required to pay additional amounts so that the holders of the Certificates will receive the full amounts that they would have received in the absence of such withholding or deduction.
Ratings:	The ratings assigned to certain Series to be issued under the Programme will be specified in the applicable Final Terms. A rating is not a recommendation to buy, sell or hold securities, does not address the likelihood or timing of repayment and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency. The applicable Final Terms relating to each Series of Certificates will disclose whether or not each credit rating applied for in relation to that Series of Certificates will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation.
Certificateholder Meetings:	A summary of the provisions for convening meetings of Certificateholders of each Series to consider matters relating to their interests as such is set out in Condition 18.
Tax Considerations:	See "*Taxation*" for a description of certain tax considerations applicable to the Certificates.
Listing and Admission to Trading:	Application has been made to the Irish Stock Exchange for Certificates issued under the Programme to be admitted to the Official List and for such Certificates to be admitted to trading on the Regulated Market.
	Certificates may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Trustee, Dar Al-Arkan and the relevant Dealer in relation to the Series. Certificates

which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms will state whether or not the relevant Certificates are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

Transaction Documents:	The Transaction Documents are the Master Trust Deed, each Supplemental Trust Deed, the Guarantee, the Agency Agreement, the Investment Management Agreement and the relevant Sukuk Contracts.
Governing Law and Jurisdiction:	The Certificates of each Series and any non-contractual obligations arising out of or in connection with the Certificates of each Series will be governed by, and construed in accordance with, English law. The Master Trust Deed, each Supplemental Trust Deed, the Programme Agreement, the Agency Agreement, the Guarantee and any non-contractual obligations arising out of or in connection with the same will be governed by English law. Any dispute under any such agreement or deed will be referred to the courts in England (who shall have exclusive jurisdiction to settle any dispute arising from such documents, subject to the option of, as applicable, the Trustee, the Delegate, the Agents and the Certificateholders to require that any other court of competent jurisdiction hears such dispute). Dar Al-Arkan will agree in each such agreement or deed that the Saudi Arabian Committee for the Regulation of Securities Disputes and the Appeal Panel may, at the option of, as applicable, the Trustee, the Delegate, the Agents and the Certificateholders, have jurisdiction to settle any dispute arising from such documents. The Investment Management Agreement will be governed by the laws of the Kingdom of Saudi Arabia, and will be subject to the exclusive jurisdiction of the Committee for the Regulation of Securities Disputes and the Appeal Panel, subject to the option of the Trustee to require that any other court of competent jurisdiction hears the dispute. Each of the Sukuk Contracts will be governed by the laws of the Kingdom of Saudi Arabia, and each such agreement will be subject to the exclusive jurisdiction of the courts and adjudicatory bodies of the Kingdom of Saudi Arabia. The Corporate Services Agreement will be governed by the laws of the Cayman Islands and will be subject to the non-exclusive jurisdiction of the courts of the Cayman Islands.
Limited Recourse:	Each Certificate represents solely an undivided ownership interest in the relevant Trust Assets. No payment of any amount whatsoever shall be made in respect of the Certificates except to the extent that funds for that purpose are available for the relevant Trust Assets. Certificateholders will otherwise have no recourse to any assets of the Trustee, the Delegate, the Investment Manager, the Agents or (save as described in the following paragraph in relation to the Guarantee) Dar Al-Arkan in respect of any shortfall in the expected amounts due under the relevant Trust Assets to the extent the Trust Assets have been exhausted, following which all obligations of the Trustee shall be extinguished. Under no circumstances shall the Trustee, the Delegate or any Certificateholders have any right to cause the sale or other disposition of any of the Trust Assets except pursuant to the terms of the Transaction Documents or under

	these Conditions and the sole right of the Trustee, the Delegate and the Certificateholders against the Investment Manager and/or Dar Al-Arkan shall be to enforce their respective obligations under the Transaction Documents to which they are party. The Guarantee is granted in favour of the Trustee and the Delegate, and does not contain any limited recourse provision.
Selling Restrictions:	There are restrictions on the distribution of this Base Prospectus and the offer or sale of Certificates in the United States, the European Economic Area (including the Republic of Ireland and the United Kingdom), the Cayman Islands, Japan, the United Arab Emirates (excluding the Dubai International Financial Centre), the Dubai International Financial Centre, Kingdom of Saudi Arabia, Kingdom of Bahrain, Qatar (excluding the Qatar Financial Centre), Singapore, Hong Kong and Malaysia.
United States Selling Restrictions:	Regulation S, Category 2.

FORM OF THE CERTIFICATES

The Certificates of each Series will be in registered form. Certificates will be issued outside the United States to persons who are not U.S. persons in reliance on Regulation S.

Each Series will initially be represented by a global certificate in registered form (a **Global Certificate**). Global Certificates will be deposited with a common depositary for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**) and will be registered in the name of a nominee for the common depositary. Persons holding ownership interests in Global Certificates will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Certificates in fully registered form.

Payments of any amount in respect of each Global Certificate will, in the absence of any provision to the contrary, be made to the person shown on the relevant Register (as defined in Condition 1.2) as the registered holder of the relevant Global Certificate. None of the Trustee, the Delegate, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in the Global Certificates or for maintaining, supervising or reviewing any records relating to such ownership interests.

Payment of any amounts in respect of Certificates in definitive form will, in the absence of any provision to the contrary, be made to the persons shown on the relevant Register on the relevant Record Date (as defined in Condition 8.1) immediately preceding the due date for payment in the manner provided in the Conditions.

Interests in a Global Certificate will be exchangeable (free of charge), in whole but not in part, for definitive Certificates only upon the occurrence of an Exchange Event. The Trustee will promptly give notice to Certificateholders in accordance with Condition 17 if an Exchange Event occurs. For these purposes, **Exchange Event** means that (i) a Dissolution Event (as defined in Condition 14) has occurred and is continuing, or (ii) the Trustee has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system satisfactory to the Trustee is available. In the event of the occurrence of an Exchange Event, any of the Trustee or Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Global Certificate) may give notice to the Registrar requesting exchange.

In such circumstances, the relevant Global Certificate shall be exchanged in full for Definitive Certificates and the Trustee will, at the cost of the Trustee (but against such indemnity as the Registrar or any relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such exchange), cause sufficient Definitive Certificates to be executed and delivered to the Registrar within 15 days following the request for exchange for completion and dispatch to the relevant Certificateholders. A person having an interest in a Global Certificate must provide the Registrar with a written order containing instructions and such other information as the Trustee and the Registrar may require to complete, execute and deliver such Definitive Certificates.

General

For so long as any of the Certificates is represented by a Global Certificate held on behalf of Euroclear and/or Clearstream, Luxembourg each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular face amount of such Certificates in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the face amount of such Certificates standing to the account of any person shall be conclusive and binding for all purposes (save in the case of manifest error) shall be treated by the Trustee, the Delegate and their respective agents as the holder of such face amount of such Certificates for all purposes other than with respect to any payment on such face amount of such Certificates, for which purpose the registered holder of the relevant Global Certificate shall be treated by the Trustee, the Delegate and their respective agents as the holder of such face amount of such Certificates in accordance with and subject to the terms of the relevant Global Certificate and the expressions **Certificateholder** and **holder of Certificates** and related expressions shall be construed accordingly.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Series issued under the Programme.

[*Date*]

Dar Al-Arkan Sukuk Company Ltd.

Issue of [*Aggregate Face Amount of Series*] [*Title of Certificates*]
under the
U.S.$1,200,000,000
Trust Certificate Issuance Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 14 November 2013 [and the Supplement to the Base Prospectus dated ●] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area (the **Prospectus Directive**)). This document constitutes the Final Terms of the Certificates described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus[as so supplemented]. Full information on the Trustee and Dar Al-Arkan Real Estate Development Company and the offer of the Certificates is only available on the basis of a combination of these Final Terms and the Base Prospectus[as so supplemented]. The Base Prospectus is available for viewing in accordance with Article 14 of the Prospectus Directive on the website of the Central Bank of Ireland (www.centralbank.ie) and during normal business hours at the registered office of the Trustee at P.O. Box 1093, Queensgate House, George Town, Grand Cayman, KY1-1102, Cayman Islands and copies may be obtained from the registered office of the Principal Paying Agent at [Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom].

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Final Terms.*]

[*If the Certificates have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.*]

1.	Issuer and Trustee:		Dar Al-Arkan Sukuk Company Ltd.
2.	Investment Manager:		Dar Al-Arkan Sukuk International Company
3.	Guarantor:		Dar Al-Arkan Real Estate Development Company (**Dar Al-Arkan**)
4.	Series Number:		[ ]
5.	Specified Currency:		[ ]
6.	Aggregate Face Amount of Series:		[ ]
7.	Issue Price:		[ ] per cent. of the Aggregate Face Amount
8.	(a)	Specified Denominations: (*this means the minimum integral face amount in which transfers can be made*)	[ ] (*N.B. If an issue of Certificates is (i) NOT admitted to trading on an European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to*

			be published under the Prospectus Directive, the €100,000 minimum denomination is not required.)
	(b)	Calculation Amount:	[ ] (*If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.*)
9.	(a)	Issue Date:	[ ]
	(b)	Return Accrual Commencement Date:	[Issue Date][*specify other date*]
10.	Scheduled Dissolution Date:		[*Specify date or (for Floating Periodic Distribution Certificates) Periodic Distribution Date falling in or nearest to the relevant month and year.*]
11.	Periodic Distribution Amount Basis:		[[ ] per cent. Fixed Periodic Distribution Amount] [LIBOR/EURIBOR/SIBOR] +/- [ ] per cent. Floating Periodic Distribution Amount] (see paragraph [16] [17] below)
12.	Dissolution Basis:		Dissolution at par
13.	Change of Periodic Distribution Basis:		[*Specify the date when any Fixed to Floating Distribution Amount Basis change occurs. Cross refer to paragraphs 16 and 17 below and identify there.*] [Not Applicable]
14.	Put/Call Options:		[Not Applicable] [Certificateholder Put Option] [Early Dissolution (Trustee Call)] (see paragraph [18] [19] below)
15.	Status:		Unsubordinated

PROVISIONS RELATING TO PERIODIC DISTRIBUTIONS PAYABLE

16.	Fixed Periodic Distribution Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Rate[s]:	[ ] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
	(b)	Periodic Distribution Date(s):	[[ ] in each year up to and including the Scheduled Dissolution Date]
	(c)	Fixed Amount(s):	[ ] per Calculation Amount
	(d)	Broken Amount(s):	[[ ] per Calculation Amount, payable on the Periodic Distribution Date falling [in/on] [ ]] [Not Applicable] (*Insert particulars of any initial or final broken Periodic Distribution Amounts which do not correspond with the Fixed Amount(s) specified under paragraph 16(c)*)
	(e)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)]

	(f)	Determination Date(s):	[[ ] in each year][Not Applicable] (*Insert regular periodic distribution dates, ignoring issue date or scheduled dissolution date in the case of a long or short first or last return accumulation period N.B. This will need to be amended in the case of regular periodic distribution dates which are not of equal duration* *N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA)*)
17.	Floating Periodic Distribution Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Specified Periodic Distribution Dates:	[ ] [Not Applicable] (*Specified Period and Specified Periodic Distribution Dates are alternatives. If the Business Day Convention is the Floating Rate Convention, insert "Not Applicable"*)
	(b)	Specified Period:	[ ] [Not Applicable] (*Specified Period and Specified Periodic Distribution Dates are alternatives. A Specified Period, rather than Specified Periodic Distribution Dates, will only be relevant if the Business Day Convention is the Floating Rate Convention. Otherwise, insert "Not Applicable"*)
	(c)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention]
	(d)	Additional Business Centre(s):	[ ] [Not Applicable]
	(e)	Manner in which the Rate(s) is/are to be determined:	[Screen Rate Determination (Condition 7.3) applies]
	(f)	Screen Rate Determination:	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub paragraphs of this paragraph)*
		(i) Reference Rate:	[ ] month [LIBOR/EURIBOR/SIBOR]
		(ii) Periodic Distribution Determination Date:	[ ] (*Second London business day prior to the start of each Return Accumulation Period if LIBOR (other than Sterling or euro LIBOR), first day of each Return Accumulation Period if Sterling LIBOR, the second day on which the TARGET2 System is open prior to the start of each Return Accumulation Period if EURIBOR or euro LIBOR and second Riyadh business day prior to the start of each Return Accumulation Period if SIBOR*)
		(iii) Relevant Screen Page:	[ ] (*In the case of EURIBOR, if not Reuters EURIBOR01, or, in the case of SIBOR, if not Reuters Screen SUAA*

		Page across from the caption "AVG", ensure it is a page which shows a composite rate)
(g)	Margin:	[+/-][ ] per cent. per annum
(h)	Day Count Fraction:	[Actual/Actual (ISDA)][Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] [30E/360 (ISDA)]
(i)	Calculation Agent:	[Principal Paying Agent] [ ]

PROVISIONS RELATING TO REPURCHASES AND DISSOLUTION

18.	Early Dissolution (Trustee Call):	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub paragraphs of this paragraph. N.B. For Sharia reasons, Early Dissolution (Trustee Call) and Certificateholder Put Option cannot both be specified as applicable for a particular Series*)
(a)	Early Dissolution Amount (Trustee Call):	[[ ] per Calculation Amount]
(b)	Early Dissolution Date (Trustee Call):	[ ] (*N.B. If the Floating Periodic Distribution Provisions are applicable, the Optional Dissolution Date must be a Periodic Distribution Date*)
19.	Certificateholder Put Option:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph. N.B. For Sharia reasons, Certificateholder Put Option and Early Dissolution (Trustee Call) cannot both be specified as applicable for a particular Series*)
(a)	Certificateholder Put Option Repurchase Amount:	[ ] per cent. of the face amount of the Certificates
(b)	Certificateholder Put Option Repurchase Date(s):	[ ]
20.	Change of Control Repurchase Amount:	[ ] per cent. of the face amount of the Certificates
21.	Final Dissolution Amount:	[[ ] per Calculation Amount] [*Note: this must be par*]
22.	Early Dissolution Amount (Tax):	[[ ] per Calculation Amount] [*Note: this must be par*]
23.	Dissolution Amount pursuant to Condition 14:	[ ] per Calculation Amount [*Note: this must be par*]

GENERAL PROVISIONS APPLICABLE TO THE CERTIFICATES

24.	Form of Certificates:	Global Certificate exchangeable for Certificates in definitive registered form in the limited circumstances specified in the Global Certificate
25.	Additional Financial Centres:	[ ] (*Note that this paragraph relates to the place of payment and not Return Accumulation Period end dates, to which sub-paragraph 17(d) relates*)

RESPONSIBILITY

Each of the Trustee and Dar Al-Arkan accepts responsibility for the information contained in these Final Terms.

Signed on behalf of

DAR AL-ARKAN SUKUK COMPANY LTD.

By: ....
Duly authorised

Signed on behalf of

DAR AL-ARKAN REAL ESTATE DEVELOPMENT COMPANY

By: ....
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i) Listing and admission to trading:	[Application has been made by the Trustee (or on its behalf) for the Certificates to be admitted to trading on [*specify relevant regulated market (for example, the Irish Stock Exchange's regulated market) and, if relevant, admission to an official list (for example, the Official List of the Irish Stock Exchange)*] with effect from [ ].] [Application is expected to be made by the Trustee (or on its behalf) for the Certificates to be admitted to trading on [*specify relevant regulated market (for example, the Irish Stock Exchange's regulated market) and, if relevant, listing on an official list (for example, the Official List of the Irish Stock Exchange)*] with effect from [ ].] [Not Applicable.]
(ii) Estimate of total expenses related to admission to trading:	[ ]

2. RATINGS

Ratings:	[Standard & Poor's (Dubai) Limited is not established in the European Union and is not registered under Regulation (EC) No. 1060/2009 (the **CRA Regulation**). However the rating has been endorsed by Standard & Poor's Credit Market Services Europe Limited in accordance with the CRA Regulation.] (*The following language should be used where the Certificates are to be rated by a credit rating agency other than the S&P legal entity set out above.*) [The Certificates to be issued [[have been]/[are expected to be]] rated [*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies)*].] [*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*] *(The above disclosure should reflect the rating allocated to Certificates of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)* [[*Insert the legal name of the relevant credit rating agency entity*] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended).]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). The ratings [[have been]/[are expected to be]] endorsed by [*insert the legal name of the relevant EU-registered credit rating agency entity*] in accordance with the CRA Regulation. [*Insert the legal name of the relevant EU-registered credit rating agency entity*] is established in the European Union and registered under the CRA Regulation.]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**), but it [is]/[has applied to be] certified in accordance with the CRA Regulation.]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). However, the application for registration under the CRA Regulation of [*insert the legal name of the relevant EU credit rating agency entity that applied for registration*], which is established in the European Union, disclosed the intention to endorse credit ratings of [*insert the legal name of the relevant non-EU credit rating agency entity*.]]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealer], so far as each of the Trustee and Dar Al-Arkan is aware, no person involved in the issue of the Certificates has an interest material to the offer. The [Managers/Dealer] and [their/its] affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, Dar Al-Arkan and its affiliates in the ordinary course of business for which they may receive fees – *Amend as appropriate if there are other interests*.]

4. [PROFIT OR RETURN *(Fixed Periodic Distribution Certificates only)*

Indication of profit or return:	The profit or return is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future profit or return.]

5. OPERATIONAL INFORMATION

(i)	ISIN Code:	[ ]
(ii)	Common Code:	[ ]

(iii)	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
(iv)	Delivery:	Delivery [against/free of] payment
(v)	Names and addresses of additional Agent(s) (if any):	[ ]

TERMS AND CONDITIONS OF THE CERTIFICATES

The following is the text of the Terms and Conditions of the Certificates which (subject to modification and except for the text in italics) will be endorsed on each Certificate in definitive form issued under the Programme and will apply to each Global Certificate.

Dar Al-Arkan Sukuk Company Ltd. (in its capacities as issuer and trustee, the **Trustee**) has established a programme (the **Programme**) for the issuance of up to U.S.$1,200,000,000 in aggregate face amount of trust certificates. In these Terms and Conditions (the **Conditions**), references to **Certificates** shall be references to the trust certificates which are the subject of the applicable Final Terms and references to the **applicable Final Terms** are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Certificate. Certificates issued under the Programme are issued in series (each a **Series**).

Each of the Certificates will represent an undivided ownership interest in the Trust Assets (as defined in Condition 4.1) which are held by the Trustee on trust (the **Trust**) for, *inter alia*, the benefit of the registered holders of the Certificates pursuant to (i) a Master Trust Deed (the **Master Trust Deed**) dated 17 May 2013 and made between the Trustee, Dar Al-Arkan Real Estate Development Company (**Dar Al-Arkan**) and Deutsche Trustee Company Limited (the **Delegate** which expression shall include any co-Delegate or any successor) and (ii) a supplemental trust deed (the **Supplemental Trust Deed** and, together with the Master Trust Deed, the **Trust Deed**) dated the Issue Date and made between the parties to the Master Trust Deed.

Payments relating to the Certificates will be made pursuant to an agency agreement dated 17 May 2013 (the **Agency Agreement**) made between the Trustee, the Delegate, Dar Al-Arkan, Deutsche Bank AG, London Branch in its capacities as principal paying agent (in such capacity, the **Principal Paying Agent**, which expression shall include any successor and, together with any further or other paying agents appointed from time to time in accordance with the Agency Agreement, the **Paying Agents**, which expression shall include any successors) and calculation agent (in such capacity, the **Calculation Agent**, which expression shall include any successor) and Deutsche Bank Luxembourg S.A. in its capacities as a registrar (in such capacity, the **Registrar**, which expression shall include any successor) and as transfer agent (in such capacity and together with the Registrar, the **Transfer Agents**, which expression shall include any successors). The Paying Agents, the Calculation Agent and the Transfer Agents are together referred to in these Conditions as the **Agents**.

Words and expressions defined in the Trust Deed and the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between any such document and the applicable Final Terms, the applicable Final Terms will prevail. In addition, in these Conditions:

(a) any reference to face amount shall be deemed to include the relevant Dissolution Amount (as defined in Condition 8.1), any Certificateholder Put Option Repurchase Amount, any Change of Control Repurchase Amount, any additional amounts (other than relating to Periodic Distribution Amounts (as defined in Condition 6.2)) which may be payable under Condition 11, and any other amount in the nature of face amounts payable pursuant to these Conditions;

(b) any reference to Periodic Distribution Amounts shall be deemed to include any additional amounts in respect of profit distributions which may be payable under Condition 11 and any other amount in the nature of a profit distribution payable pursuant to these Conditions;

(c) references to Certificates being "outstanding" shall be construed in accordance with the Master Trust Deed; and

(d) any reference to a Transaction Document (as defined below) shall be construed as a reference to that Transaction Document as amended and/or supplemented from time to time.

Subject as set out below, copies of the documents set out below are available for inspection and obtainable free of charge by the Certificateholders during normal business hours at the specified office for the time being of the Trustee and the Principal Paying Agent. The holders of the Certificates (the **Certificateholders**) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the documents set out below:

(a) the investment management agreement (the **Investment Management Agreement**) dated 17 May 2013 between the Trustee and Dar Al-Arkan Sukuk International Company (the **Investment Manager**);

(b) the relevant Sukuk Contracts (as defined in Condition 22);

(c) the guarantee (the **Guarantee**) dated 17 May 2013 made by Dar Al-Arkan in favour of the Trustee and the Delegate;

(d) the Trust Deed;

(e) the Agency Agreement; and

(f) the applicable Final Terms.

The documents listed above are referred to in these Conditions as the **Transaction Documents**. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Guarantee and the Agency Agreement.

Each initial Certificateholder, by its acquisition and holding of its interest in a Certificate, shall be deemed to authorise and direct Dar Al-Arkan Sukuk Company Ltd., on behalf of the Certificateholders, (i) to invest the sums paid by it in respect of its Certificates through the Investment Manager into the Sukuk Portfolio in accordance with the Investment Plan (each as defined in Condition 4) and (ii) to enter into each Transaction Document to which it is a party, subject to the provisions of the Trust Deed and these Conditions.

1. FORM, DENOMINATION AND TITLE

1.1 Form and Denomination

The Certificates are issued in registered form in the Specified Denominations and, in the case of Certificates in definitive form, are serially numbered.

For so long as any of the Certificates is represented by a Global Certificate held on behalf of Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**), each person (other than another clearing system) who is for the time being shown in the records of either such clearing system as the holder of a particular face amount of such Certificates (in which regard any certificate or other document issued by a clearing system as to the face amount of such Certificates standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Trustee, the Delegate, Dar Al-Arkan and the Agents as the holder of such face amount of such Certificates for all purposes other than with respect to payment in respect of such Certificates, for which purpose the registered holder of the Global Certificate shall be treated by the Trustee, the Delegate, Dar Al-Arkan and any Agent as the holder of such face amount of such Certificates in accordance with and subject to the terms of the relevant Global Certificate and the expressions **Certificateholder** and **holder** in relation to any Certificates and related expressions shall be construed accordingly.

In determining whether a particular person is entitled to a particular face amount of Certificates as aforesaid, the Delegate may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Each holder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the registered holder of the Global Certificate. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative Clearing System specified in Part B of the applicable Final Terms.

1.2 **Register**

The Registrar will maintain a register (the **Register**) of Certificateholders in respect of the Certificates in accordance with the provisions of the Agency Agreement. In the case of Certificates in definitive form, a definitive Certificate will be issued to each Certificateholder in respect of its registered holding of Certificates.

1.3 **Title**

The Trustee, the Delegate, Dar Al-Arkan and the Agents may (to the fullest extent permitted by applicable laws) deem and treat the person in whose name any outstanding Certificate is for the time being registered (as set out in the Register) as the holder of such Certificate or of a particular face amount of the Certificates for all purposes (whether or not such Certificate or face amount shall be overdue and notwithstanding any notice of ownership thereof or of trust or other interest with regard thereto, and any notice of loss or theft or any writing thereon), and the Trustee, the Delegate, Dar Al-Arkan and the Agents shall not be affected by any notice to the contrary.

All payments made to such registered holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for monies payable in respect of such Certificate or face amount.

2. TRANSFERS OF CERTIFICATES

2.1 **Transfers of beneficial interests in the Global Certificate**

Transfers of beneficial interests in the Global Certificate will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. A beneficial interest in the Global Certificate will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Certificates in definitive form only in the Specified Denomination or integral multiples thereof and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Trust Deed and the Agency Agreement.

2.2 **Transfers of Certificates in definitive form**

Upon the terms and subject to the conditions set forth in the Trust Deed and the Agency Agreement, a Certificate in definitive form may be transferred in whole or in part (in the Specified Denomination or an integral multiple thereof). In order to effect any such transfer the holder or holders must (i) surrender the definitive Certificate for registration of the transfer thereof (or the relevant part thereof) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent. Any such transfer will be subject to such regulations as Dar Al-Arkan Sukuk Company Ltd., Dar Al-Arkan, the Delegate and the Registrar may from time to time prescribe (the initial such regulations being scheduled to the Master Trust Deed).

Subject as provided above, the relevant Transfer Agent will, within five business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), and following receipt of a signed new Certificate in definitive form from the Trustee, deliver at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request a new Certificate in definitive form of a like aggregate face amount to the Certificate (or the relevant part of the Certificate) transferred. In the case of the transfer of part only of a Certificate in definitive form, a new Certificate in definitive form in respect of the balance of the Certificate not transferred will be so delivered or (at the risk of the transferor) sent to the transferor.

No Certificateholder may require the transfer of a Certificate in definitive form to be registered during the period of 15 days ending on a Periodic Distribution Date, the Scheduled Dissolution Date, a Dissolution Date or any other date on which any payment of the face amount or payment of any profit in respect of a Certificate falls due.

2.3 Costs of registration

Certificateholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Trustee may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

3. STATUS AND LIMITED RECOURSE

3.1 Status

Each Certificate evidences an undivided ownership interest in the Trust Assets, subject to the terms of the Trust Deed and these Conditions, and is a direct, unsubordinated, unsecured and limited recourse obligation of the Trustee. Each Certificate ranks *pari passu*, without any preference or priority, with the other Certificates.

3.2 Limited Recourse

The Certificates do not represent an interest in any of the Trustee, Dar Al-Arkan, the Investment Manager, the Delegate, the Agents or any of their respective affiliates.

Notwithstanding anything to the contrary contained herein or in any Transaction Document, no payment of any amount whatsoever shall be made in respect of the Certificates by the Trustee, the Delegate or any of their respective directors, officers or agents (including any corporate administrator) except to the extent that funds are available therefor from the Trust Assets. The Trust Assets include all of the Trustee's rights, title, benefit and interest, present and future, in, to and under the Guarantee, which when any amount is due and payable thereunder, constitutes a general unsecured obligation of Dar Al-Arkan in respect of which a claim may be made by the Trustee or the Delegate, and which ranks *pari passu* with any other unsecured obligations of Dar Al-Arkan. The Guarantee is granted in favour of the Trustee and the Delegate (and does not include any limited recourse provisions).

By subscribing for or acquiring the Certificates, the Certificateholders acknowledge that no recourse may be had for the payment of any amount owing in respect of the Certificates against the Investment Manager, Dar Al-Arkan, the Trustee, the Delegate or the Agents or any of their respective directors, officers or agents to the extent the Trust Assets have been exhausted following which all obligations of the Investment Manager, Dar Al-Arkan, the Trustee, the Delegate and the Agents or any of their respective agents shall be extinguished.

No recourse (whether by institution or enforcement of any legal proceeding or assessment or otherwise) in respect of any breach of any duty, obligation, covenant or agreement contained in these Conditions or any Transaction Document shall be had against any shareholder (other than, in the case of the Investment Manager, Dar Al-Arkan itself), member, officer, agent (including any corporate administrator) or director of the Trustee, the Delegate, the Agents, the Investment Manager or Dar Al-Arkan, as the case may be, as such by virtue of any customary law, statute or otherwise. The obligations of the Trustee, the Delegate, the Agents, the Investment Manager and Dar Al-Arkan under these Conditions or any Transaction Document are corporate or limited liability obligations of the Trustee, the Delegate, the Agents, the Investment Manager and Dar Al-Arkan and any and all personal liability of the shareholders (other than as aforesaid), members, officers, agents (including any corporate administrator) or directors of the Trustee, the Delegate, the Agents, the Investment Manager and Dar Al-Arkan is hereby expressly waived and excluded to the extent permitted by law.

The net proceeds of the realisation of, or enforcement with respect to, the Trust Assets may not be sufficient to make all payments and/or deliveries due in respect of the Certificates. If, following distribution of such proceeds, there remains a shortfall in payments and/or deliveries due under the Certificates, no Certificateholder will have any claim against the Investment Manager, Dar Al-Arkan, the Trustee, the Delegate, the Agents or any of their respective shareholders (other than as aforesaid), members, officers, directors or agents (including any corporate administrator) or any of their affiliates or recourse to any of their assets in respect of such shortfall and any unsatisfied claims of Certificateholders shall be extinguished. In addition, no Certificateholder will be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, winding-up or receivership of the Investment Manager or Dar Al-Arkan (to the extent that each fulfils all of its obligations under the relevant Transaction Documents to which it is a party), or any of the Trustee, the Delegate, the Agents and/or any of their affiliates as a consequence of such shortfall or otherwise.

4. THE TRUST

4.1 The Trust Assets

Pursuant to the Investment Management Agreement, the proceeds of the sale of the Certificates (the **Sukuk Proceeds**) will be applied by the Trustee through the Investment Manager to invest in a single portfolio of investments comprising an Ijara Agreement and a Murabaha Agreement entered into between the Investment Manager and the relevant Restricted Subsidiaries of Dar Al-Arkan (together with any further and/or replacement Ijara Agreements and Murabaha Agreements entered into from time to time between the Investment Manager and certain Restricted Subsidiaries in accordance with the terms of the Investment Management Agreement, the **Sukuk Portfolio**) in accordance with the Investment Plan (as defined below). Each Ijara Agreement and Murabaha Agreement is to be entered into substantially on the terms set out in the Investment Management Agreement and each of the initial Ijara Agreement and the initial Murabaha Agreement will be entered into on the Issue Date. The Investment Management Agreement provides that a minimum amount corresponding to 51 per cent. of the face amount of the Certificates outstanding must be invested in Ijara Agreements at all times, except during the period necessary for the replacement of any Ijara Agreement which is terminated as a result of the occurrence of a Total Loss (as defined in the relevant Ijara Agreement).

The **Investment Plan** means the requirement for the Investment Manager: (i) to invest the Sukuk Proceeds into a portfolio of Sukuk Contracts which generates returns at least equal to each relevant Periodic Distribution Amount for a period which is equal to or greater than the remaining duration of the Certificates which are outstanding at the time of the relevant investment; and (ii) to ensure satisfaction of the Underlying Value Conditions.

On the date falling two Business Days prior to each Periodic Distribution Date, the Investment Manager shall collect all sums due from the Sukuk Contract Counterparties (the **Profit Collections**) and pay such amounts to the Principal Paying Agent on behalf of the Trustee by depositing the same in the Transaction Account (as defined below). The Principal Paying Agent will in turn apply such amounts to pay the Periodic Distribution Amount to the Certificateholders on the relevant Periodic Distribution Date in accordance with the terms of the Agency Agreement.

To the extent that there is a shortfall between: (a) the Profit Collections deposited in the Transaction Account and available for distribution to the Certificateholders on any Periodic Distribution Date; and (b) the Periodic Distribution Amount scheduled for distribution on that date, including where such shortfall arises from the negligence of or a failure by the Investment Manager to comply with its obligations under the Transaction Documents (including failure to satisfy the Underlying Value Conditions) the Guarantor shall make up that shortfall (the **Distribution Shortfall Restoration Amount**) in accordance with the terms of the Guarantee, pursuant to which the Guarantor will irrevocably undertake to pay the Distribution Shortfall Restoration Amount (if any) to the Principal Paying Agent (on behalf of the Trustee) for payment to the Certificateholders.

On the date falling two Business Days prior to the Scheduled Dissolution Date, any Dissolution Event Redemption Date, any Early Tax Dissolution Date or (if specified in the applicable Final Term as being applicable, Early Dissolution Date (Trustee Call)), as the case may be, the Investment Manager shall liquidate the Sukuk Portfolio in accordance with the Investment Management Agreement and pay the proceeds of such liquidation (the **Sukuk Portfolio Liquidation Proceeds**) to the Principal Paying Agent by depositing the same in the Transaction Account. The Principal Paying Agent will in turn apply such amounts to pay the Dissolution Amount to the Certificateholders on the Scheduled Dissolution Date, Dissolution Event Redemption Date, Early Tax Dissolution Date or Early Dissolution Date (Trustee Call), as the case may be. To the extent that there is a shortfall between the Sukuk Portfolio Liquidation Proceeds deposited in the Transaction Account and the Dissolution Amount payable on the Scheduled Dissolution Date, Dissolution Event Redemption Date, Early Tax Dissolution Date or Early Dissolution Date (Tax Call), as the case may be, including where to such shortfall results from the negligence of or a failure by the Investment Manager to comply with its obligations under the Transaction Documents (including failure to satisfy the Underlying Value Conditions) Dar Al-Arkan shall make up that shortfall (the **Value Restoration Amount**) under the terms of the Guarantee by paying the Value Restoration Amount to the Principal Paying Agent on behalf of the Trustee for payment to the Certificateholders.

Certificateholders have the benefit of certain restrictive and financial covenants entered into by Dar Al-Arkan under the Guarantee. See "Summary of Principal Transaction Documents — The Guarantee".

Pursuant to the Trust Deed, the Trustee holds the Trust Assets upon trust absolutely for the holders of the Certificates *pro rata* according to the face amount of Certificates held by each holder. The term **Trust Assets** means:

(a) all of the Trustee's rights, title, interest and benefit, present and future, in, to and under the assets from time to time constituting the Sukuk Portfolio;

(b) all of the Trustee's rights, title, interest and benefit, present and future, in, to and under the Transaction Documents (other than in relation to any representations given to the Trustee by Dar Al-Arkan pursuant to any of the Transaction Documents and any rights which have been expressly waived by the Trustee in any of the Transaction Documents); and

(c) all monies standing to the credit of the Transaction Account specified in the Supplemental Trust Deed (the **Transaction Account**) from time to time,

and all proceeds of the foregoing.

4.2 **Application of Proceeds from the Trust Assets**

On each Periodic Distribution Date and on the Scheduled Dissolution Date or any earlier Dissolution Date, the monies standing to the credit of the Transaction Account shall be applied in the following order of priority:

(a) first, (to the extent not previously paid) to pay the Delegate and/or any Appointee an amount equal to any sum payable to it on account of its properly incurred fees and Liabilities and to pay or provide for the payment or satisfaction of any Liability incurred (or expected to be incurred) by the Delegate and/or any Appointee in each case pursuant to the Trust Deed or in connection with any of the other Transaction Documents or these Conditions;

(b) second, (to the extent not previously paid) to pay, on a *pro rata* and *pari passu* basis, each Agent and the Trustee Administrator (as long as such amount has been notified to the Principal Paying Agent not less than 30 Business Days prior to the Periodic Distribution Date, Scheduled Dissolution Date or other Dissolution Date (as the case may be)) an amount equal to any sum payable to each of them on account of its properly incurred fees and Liabilities and to pay or provide for the payment or satisfaction of any Liability incurred (or reasonably expected to be incurred) by such Agents and/or the Trustee Administrator (as long as such amount has been notified to the Principal Paying Agent not less than 30 Business Days prior to the Periodic Distribution Date, Scheduled Dissolution Date or other Dissolution Date (as the case may be)) pursuant to the Agency Agreement, the Corporate Services Agreement and the Registered Office Agreement, as the case may be;

(c) third, only if payment is due on a Periodic Distribution Date, to the Principal Paying Agent for application in or towards payment to the Certificateholders *pari passu* and rateably of all Periodic Distribution Amounts due but unpaid;

(d) fourth, in the case of the Scheduled Dissolution Date, a Dissolution Event Redemption Date, an Early Tax Dissolution Date or an Early Dissolution Date (Trustee Call), to the Principal Paying Agent for application in or towards payment to the Certificateholders *pari passu* and rateably of the Dissolution Amount due on such date; and

(e) fifth, only if such payment is due on the Scheduled Dissolution Date, a Dissolution Event Redemption Date, an Early Tax Dissolution Date or an Early Dissolution Date (Trustee Call), in payment of the surplus (if any) to the Investment Manager as an incentive fee payable under the Investment Management Agreement.

5. COVENANTS

The Trustee covenants that, for so long as any Certificate is outstanding, it will not (without the prior written consent of the Delegate):

(a) incur any indebtedness in respect of borrowed money whatsoever (whether structured in accordance with the principles of the Sharia or otherwise), give any guarantee or indemnity in respect of any obligation of any person or issue any shares (or rights, warrants or options in respect of shares or securities convertible into or exchangeable for shares) or any other certificates, or provide any promissory note (or any other similar instrument) under the laws of any jurisdiction except, in all cases, as contemplated in the Transaction Documents;

(b) secure any of its present or future indebtedness for borrowed money or any other financing by any lien, pledge, charge or other security interest or quasi-security interest (including netting or set-off arrangements) upon any of its present or future assets, properties or revenues (other than those arising by operation of law and other than under or pursuant to any Transaction Document);

(c) sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of its ownership interest in any of the Trust Assets except pursuant to the Transaction Documents and in accordance with the principles of Sharia;

(d) use the proceeds of the issue of the Certificates for any purpose other than as provided for under the Transaction Documents;

(e) amend or agree to any amendment of any Transaction Document to which it is a party (other than in accordance with the terms thereof) or its memorandum and articles of association;

(f) act as trustee in respect of any trust other than a trust corresponding to any other Series issued under the Programme;

(g) have any subsidiaries or employees;

(h) redeem or purchase any of its shares or pay any dividend or make any other distribution to its shareholders;

(i) put to its directors or shareholders any resolution for, or appoint any liquidator for, its winding-up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it; and

(j) enter into any contract, transaction, amendment, obligation or liability other than the Transaction Documents to which it is a party or any permitted amendment or supplement thereto or as expressly permitted or required thereunder or engage in any business or activity other than:

(i) as provided for or permitted in the Transaction Documents;

(ii) the ownership, management and disposal of Trust Assets as provided for in the Transaction Documents; and

(iii) such other matters which are incidental thereto.

6. FIXED PERIODIC DISTRIBUTION PROVISIONS

6.1 Application

This Condition is applicable to the Certificates only if the Fixed Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable.

6.2 Periodic Distribution Amount

Subject to Condition 4.2 and Condition 8 and unless otherwise specified in the applicable Final Terms, the Principal Paying Agent shall distribute to holders *pro rata* to their respective holdings, out of amounts transferred to the Transaction Account, a distribution in relation to the Certificates on each Periodic Distribution Date equal to the Periodic Distribution Amount payable in respect of the Return Accumulation Period ending immediately before that Periodic Distribution Date.

In these Conditions:

Periodic Distribution Amount means, in relation to a Certificate and a Return Accumulation Period, the amount of profit distribution payable in respect of that Certificate for that Return Accumulation Period which amount may be a Fixed Amount, a Broken Amount or an amount otherwise calculated in accordance with this Condition 6 or Condition 7; and

Return Accumulation Period means the period from (and including) a Periodic Distribution Date (or the Return Accrual Commencement Date) to (but excluding) the next (or first) Periodic Distribution Date.

6.3 Determination of Periodic Distribution Amount

Except as provided in the applicable Final Terms, the Periodic Distribution Amount payable in respect of each Certificate in definitive form for any Return Accumulation Period shall be the Fixed Amount or, if so specified in the applicable Final Terms, the Broken Amount so specified.

Except in the case of Certificates in definitive form where a Fixed Amount or Broken Amount is specified in the applicable Final Terms, the Periodic Distribution Amount payable in respect of each Certificate shall be calculated by applying the rate or rates (expressed as a percentage per annum) specified in the applicable Final Terms or calculated or determined in accordance with the provisions of these Conditions (the **Rate**) applicable to the relevant Return Accumulation Period to:

(a) in the case of Certificates which are represented by a Global Certificate, the aggregate outstanding face amount of the Certificates represented by such Global Certificate; or

(b) in the case of Certificates in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Certificate in definitive form is a multiple of the Calculation Amount, the amount of profit distribution payable in respect of such Certificate shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of Periodic Distribution Amount in accordance with this Condition:

(a) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:

(i) in the case of Certificates where the number of days in the relevant period from (and including) the most recent Periodic Distribution Date (or, if none, the Return Accrual Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(ii) in the case of Certificates where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(b) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Periodic Distribution Date (or, if none, the Return Accrual Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In these Conditions:

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Return Accrual Commencement Date or the final Periodic Distribution Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

7. FLOATING PERIODIC DISTRIBUTION PROVISIONS

7.1 Application

This Condition is applicable to the Certificates only if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable.

7.2 **Periodic Distribution Amount**

Subject to Condition 4.2 and 8 and unless otherwise specified in the applicable Final Terms, the Principal Paying Agent shall distribute to holders *pro rata* to their respective holdings, out of amounts transferred to the Transaction Account, a distribution in relation to the Certificates on either:

(a) the Specified Periodic Distribution Date(s) in each year specified in the applicable Final Terms; or

(b) if no Specified Periodic Distribution Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Periodic Distribution Date, a **Periodic Distribution Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Periodic Distribution Date or, in the case of the first Periodic Distribution Date, after the Return Accrual Commencement Date.

In relation to each Periodic Distribution Date, the distribution payable will be equal to the Periodic Distribution Amount payable in respect of the Return Accumulation Period ending immediately before that Periodic Distribution Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which a Periodic Distribution Date should occur or (y) if any Periodic Distribution Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) in any case where Specified Periods are specified in accordance with Condition 7.2(b) above, the Floating Rate Convention, such Periodic Distribution Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Periodic Distribution Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Periodic Distribution Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Periodic Distribution Date occurred; or

(B) the Following Business Day Convention, such Periodic Distribution Date shall be postponed to the next day which is a Business Day; or

(C) the Modified Following Business Day Convention, such Periodic Distribution Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Periodic Distribution Date shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Periodic Distribution Date shall be brought forward to the immediately preceding Business Day.

In these Conditions:

Business Day means a day which is both:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any Additional Business Centre specified in the applicable Final Terms; and

(b) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre) or (ii) in relation to any sum payable in euro, a TARGET Settlement Day; and

TARGET Settlement Day means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the **TARGET2 System**) is open.

7.3 **Screen Rate Determination**

If Screen Rate Determination is specified in the applicable Final Terms as the manner in which the rate or rates (expressed as a percentage per annum) specified in the applicable Final Terms (being any of LIBOR, EURIBOR or SIBOR) or calculated or determined in accordance with the provisions of these Conditions (the **Rate**) is to be determined, the Rate applicable to the Certificates for each Return Accumulation Period will be determined by the Calculation Agent on the following basis:

(a) if the Reference Rate specified in the applicable Final Terms is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of 11.00 a.m. (London time, in the case of LIBOR or Brussels time, in the case of EURIBOR or Riyadh time, in the case of SIBOR) (the **Relevant Time**) on the relevant Periodic Distribution Determination Date;

(b) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Periodic Distribution Determination Date;

(c) if, in the case of (a) above, such rate does not appear on that page or, in the case of (b) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:

(i) request each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Periodic Distribution Determination Date to prime banks in the London or Eurozone interbank market, as the case may be, in an amount that is representative for a single transaction in that market at that time; and

(ii) determine the arithmetic mean of such quotations; and

(d) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates quoted by major banks in the principal financial centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the principal financial centre of the Specified Currency) on the first day of the relevant Return Accumulation Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Return Accumulation Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate for such Return Accumulation Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Return Accumulation Period, the Rate applicable to the Certificates during such Return Accumulation Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Certificates in respect of a preceding Return Accumulation Period.

If the Calculation Agent, for any reason, is unable to perform the calculations or obtain the Rate as outlined in (a), (b), (c) and (d) above, the Calculation Agent will inform the Trustee as soon as practicable and, in such case, the Trustee will appoint an alternative agent to determine the Rate or will provide the Rate themselves in accordance with the procedures set out above.

In this Condition the following expressions have the following meanings:

Reference Banks means (i) (where the Reference Rate is LIBOR or EURIBOR) the principal London office of each of four major banks engaged in the London or Eurozone inter-bank market selected by or on behalf of the Trustee and (ii) (where the Reference Rate is SIBOR) the principal Riyadh office of each of four major banks engaged in the Saudi inter-bank market selected by or on behalf of the

Trustee, provided that once a Reference Bank has first been selected by or on behalf of the Trustee, such Reference Bank shall not be changed unless it ceases to be capable of acting as such. The Trustee will, at such time as Reference Banks are required or at the request of the Calculation Agent, provide the Calculation Agent with the complete contact details of each relevant person at the applicable Reference Bank, including but not limited to, the telephone number, fax number and email address;

Relevant Screen Page means the page, section or other part of a particular information service specified as the Relevant Screen Page in the applicable Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

7.4 Calculation of Periodic Distribution Amount

The Calculation Agent will, as soon as practicable after the time at which the Rate is to be determined in relation to each Return Accumulation Period, calculate the Periodic Distribution Amount payable in respect of each Certificate for such Return Accumulation Period. The Periodic Distribution Amount will be calculated by applying the Rate applicable to the relevant Return Accumulation Period to:

(a) in the case of Certificates which are represented by a Global Certificate, the aggregate outstanding face amount of the Certificates represented by such Global Certificate; or

(b) in the case of Certificates in definitive form, the Calculation Amount,

and, in each case, multiplying the product by the relevant Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). Where the Specified Denomination of a Certificate in definitive form is a multiple of the Calculation Amount, the Periodic Distribution Amount payable in respect of such Certificate shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of a Periodic Distribution Amount in accordance with this Condition:

(a) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period divided by 365 (or, if any portion of that Return Accumulation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Return Accumulation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Return Accumulation Period falling in a non-leap year divided by 365);

(b) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period divided by 365;

(c) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period divided by 365 or, in the case of a Periodic Distribution Date falling in a leap year, 366;

(d) if "Actual/360" is specified in the applicable Final Terms, the actual number of days in the Return Accumulation Period divided by 360;

(e) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Final Terms, the number of days in the Return Accumulation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Return Accumulation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Return Accumulation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Return Accumulation Period, unless such number is 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Return Accumulation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(f) if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms, the number of days in the Return Accumulation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Return Accumulation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Return Accumulation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Return Accumulation Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Return Accumulation Period, unless such number would be 31, in which case D_2 will be 30;

(g) if "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Return Accumulation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Return Accumulation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Return Accumulation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Return Accumulation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Return Accumulation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Return Accumulation Period, unless (i) that day is the last day of February but not the Scheduled Dissolution Date or (ii) such number would be 31, in which case D_2 will be 30.

7.5 **Publication**

The Calculation Agent will cause each Rate and Periodic Distribution Amount determined by it, together with the relevant Periodic Distribution Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Trustee, Dar Al-Arkan, the Delegate and the Paying Agents as soon as practicable after such determination but (in the case of each Rate, Periodic Distribution Amount and Periodic Distribution Date) in any event not later than the fourth day of the relevant Return Accumulation Period. Notice thereof shall also promptly be given to the Certificateholders in accordance with Condition 17. The Calculation Agent will be required to recalculate any Periodic Distribution Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Return Accumulation Period and any such recalculation will be notified to the Trustee, Dar Al-Arkan, the Delegate, the Paying Agents and the Certificateholders as soon as practicable after such determination.

7.6 **Notifications, etc. to be final**

All communications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition by the Calculation Agent will (in the absence of wilful default, bad faith or manifest or proven error) be binding on the Trustee, the Delegate, Dar Al-Arkan, the Agents and all Certificateholders and (in the absence of wilful default or fraud) no liability shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition.

7.7 **Determination by the Delegate**

The Delegate may, but shall not be obliged to, if the Calculation Agent defaults at any time in its obligation to determine any Rate, Periodic Distribution Amount and/or Periodic Distribution Date in accordance with the above provisions, determine the relevant Rate, Periodic Distribution Amount and/or Periodic Distribution Date, the former at such rate as, in its absolute discretion (having such regard as it shall think fit to the procedure described above), it shall deem fair and reasonable in all the circumstances and the Periodic Distribution Amount and the Periodic Distribution Date in the manner provided in this Condition and the determinations shall be deemed to be determinations (if made) by the Calculation Agent.

8. PAYMENT

8.1 **Payments in respect of the Certificates**

Subject to Condition 8.2, payment of any Dissolution Amount and any Periodic Distribution Amount will be made by transfer to the registered account of each Certificateholder. Payments of any Dissolution Amount will only be made against surrender of the relevant Certificate at the specified office of any of the Paying Agents. Each Dissolution Amount and each Periodic Distribution Amount will be paid to the holder shown on the Register at the close of business on the relevant Record Date.

For the purposes of this Condition:

(a) **Dissolution Amount** means, as appropriate, the Final Dissolution Amount, the Early Dissolution Amount (Tax), the Early Dissolution Amount (Trustee Call), the Dissolution Amount for the purposes of Condition 14 or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the applicable Final Terms;

(b) **Payment Business Day** means:

(i) in the case where presentation and surrender of a definitive Certificate is required before payment can be made, a day on which banks in the relevant place of surrender of the definitive Certificate are open for presentation and payment of securities and for dealings in foreign currencies; and

(ii) in the case of payment by transfer to an account:

(A) if the currency of payment is euro, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

(B) if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the principal financial centre of the currency of payment and in each (if any) Additional Financial Centre;

(b) a Certificateholder's **registered account** means the account maintained by or on behalf of such Certificateholder with a bank that processes payments in the Specified Currency, details of which appear on the Register at the close of business on the relevant Record Date;

(c) a Certificateholder's **registered address** means its address appearing on the Register at that time; and

(d) **Record Date** means (i) (where the Certificate is represented by a Global Certificate), at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the Periodic Distribution Date, Scheduled Dissolution Date or Dissolution Date, as the case may be; or (ii) (where the Certificate is in definitive form), in the case of the payment of a Periodic Distribution Amount, the date falling on the fifteenth day before the relevant Periodic Distribution Date and, in the case of the payment of a Dissolution Amount, the date falling two Payment Business Days before the Scheduled Dissolution Date or Dissolution Date, as the case may be.

8.2 **Payments subject to Applicable Laws**

Payments in respect of Certificates are subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in any jurisdiction, but without prejudice to the provisions of Condition 11, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 11) any law implementing an intergovernmental approach thereto.

8.3 **Payment only on a Payment Business Day**

Payment instructions (for value the due date or, if that is not a Payment Business Day, for value the first following day which is a Payment Business Day) will be initiated on the due date for payment or, in the case of a payment of any Dissolution Amount, if later, on the Payment Business Day on which the relevant definitive Certificate is surrendered at the specified office of a Paying Agent for value as soon as practicable thereafter.

Certificateholders will not be entitled to any additional payment for any delay after the due date in receiving the amount due if the due date is not a Payment Business Day or if the relevant Certificateholder is late in surrendering its definitive Certificate (if required to do so).

If the amount of any Dissolution Amount or Periodic Distribution Amount is not paid in full when due, the Registrar will annotate the Register with a record of the amount in fact paid.

8.4 No Late Payments

If the Trustee fails to pay any Periodic Distribution Amount or Dissolution Amount (in whole or in part) on the relevant Periodic Distribution Date or Dissolution Date for any reason, the Trustee will not be required to pay, and Certificateholders shall not be entitled to receive, any additional amounts in respect of the period during which such Periodic Distribution Amount or Dissolution Amount remains unpaid (in whole or in part).

Pursuant to the Guarantee, if Dar Al-Arkan fails to make payment of any sum due to the Trustee under the Guarantee on the due date for payment (the **Outstanding Sum**), Dar Al-Arkan has undertaken to pay a late payment amount to the Trustee in respect of the period from, and including, the due date for settlement to, but excluding, the date of full settlement of the Outstanding Sum, calculated on a daily basis, as the product of: (a) 1 per cent. per annum; and (b) the Outstanding Sum, calculated on the basis of a 360 day year of 12 months of 30 days each. The Trustee has agreed that any such late payment amounts received from Dar Al-Arkan will be given to charity and will not be paid to the Certificateholders.

9. AGENTS

9.1 Agents of Trustee

In acting under the Agency Agreement and in connection with the Certificates, the Agents act solely as agents of the Trustee and (to the extent provided therein) the Delegate and do not assume any obligations towards or relationship of agency or trust for or with any of the Certificateholders. If any additional Agents are appointed in connection with any Series, the names of such Agents will be specified in Part B of the applicable Final Terms. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

9.2 Specified Offices

The names of the initial Agents and their initial specified offices are set out in the Agency Agreement. If any additional Agents are appointed in connection with any Series, the names of such Agents will be specified in Part B of the applicable Final Terms. The Trustee reserves the right at any time to vary or terminate the appointment of any Agent and to appoint additional or other Agents provided, however, that:

(a) there will at all times be a Principal Paying Agent;

(b) there will at all times be a Registrar;

(c) if a Calculation Agent (other than the Principal Paying Agent) has been appointed in the applicable Final Terms, there will at all times be a Calculation Agent;

(d) so long as any Certificates are admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system, there will at all times be a Paying Agent, Registrar and a Transfer Agent having its specified office in such place (if any) as may be required by the rules of such listing authority, stock exchange and/or quotation system; and

(e) there will at all times be a Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced to conform to, such Directive.

Notice of any termination or appointment and of any changes in specified offices will be given to the Certificateholders promptly by the Trustee in accordance with Condition 17.

10. CAPITAL DISTRIBUTIONS OF THE TRUST

10.1 Scheduled Dissolution

Unless the Certificates are previously redeemed, or purchased and cancelled, in full, the Trustee will redeem each Certificate on the Scheduled Dissolution Date at the Final Dissolution Amount together with any Periodic Distribution Amounts payable. Upon payment in full of such amounts to the Certificateholders, the Trust will terminate, the Certificates shall cease to represent undivided ownership interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

10.2 Early Dissolution for Tax Reasons

The Certificates may be redeemed by the Trustee in whole, but not in part:

(a) at any time (if the Fixed Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable); or

(b) on any Periodic Distribution Date (if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms as being applicable),

(such date, the **Early Tax Dissolution Date**) on giving not less than 30 nor more than 60 days' notice to the Certificateholders in accordance with Condition 17 (which notice shall be irrevocable), at the Early Dissolution Amount (Tax) together with any accrued but unpaid Periodic Distribution Amounts, if a Tax Event occurs where **Tax Event** means:

(i) the Trustee has or will become obliged to pay additional amounts pursuant to Condition 11;

(ii) the Trustee has received notice from the Investment Manager that: (A) the Investment Manager has or will become required to withhold or deduct any taxes in respect of any payment by it or on its behalf under the Investment Management Agreement to or to the order of the Trustee (at a rate in excess of five per cent. of the gross amounts payable under the Investment Management Agreement); or (B) one or more Sukuk Contract Counterparties has or will become obliged to pay additional amounts pursuant to the relevant Sukuk Contract as a result of the relevant Sukuk Contract Counterparty having been required to withhold or deduct any taxes in respect of any payment by it or on its behalf under the relevant Sukuk Contract to or to the order of the Investment Manager; or

(iii) the Trustee has received notice from Dar Al-Arkan that it has or will become obliged to pay additional amounts to the Trustee pursuant to the Guarantee as a result of Dar Al-Arkan having been required to withhold or deduct any taxes in respect of any payment by it under the Guarantee to or to the order of the Trustee (at a rate in excess of five per cent. of the gross amounts payable under the Guarantee),

in each case (x) as a result of any change in, or amendment to, the laws or regulations of any Relevant Jurisdiction, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date, and (y) such obligation cannot be avoided by the Trustee, the Investment Manager, the relevant Sukuk Contract Counterparty or Dar Al-Arkan, as the case may be, taking reasonable measures available to it; and provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which, in the case of paragraph (i) above, the Trustee would be obliged to pay such additional amounts were a payment in respect of the Certificates then due or, in the case of paragraph (ii)(A) above, the

Investment Manager would be obliged to pay such additional amounts were a payment in respect of the Investment Management Agreement then due, or, in the case of paragraph (ii)(B) above, the relevant Sukuk Contract Counterparty would be obliged to pay such additional amounts were a payment in respect of the relevant Sukuk Contract then due, or, in the case of paragraph (iii) above, Dar Al-Arkan would be obliged to pay such additional amounts were a payment in respect of the Guarantee then due, as the case may be.

Prior to the publication of any notice of redemption pursuant to Condition 10.2, the Trustee shall deliver to the Delegate:

(i) (A) (in the case of (i) above) a certificate signed by two duly authorised officers of the Trustee stating that the obligation referred to in (i) has arisen;

(B) (in the case of (ii)(A) above) a certificate signed by two duly authorised officers of the Investment Manager stating that the obligation referred to in (ii)(A) has arisen;

(C) (in the case of (ii)(B) above) a certificate signed by two duly authorised officers of the relevant Sukuk Contract Counterparty stating that the obligation referred to in (ii)(B) has arisen; or

(D) (in the case of (iii) above) a certificate signed by two duly authorised officers of Dar Al-Arkan stating that the obligation referred to in (iii) has arisen,

and in each case stating that the obligation cannot be avoided by the Trustee, the Investment Manager, the relevant Sukuk Contract Counterparty or Dar Al-Arkan, as the case may be (having taken all reasonable measures available to it); and

(ii) an opinion of independent legal or tax advisers of recognised standing to the effect that the Trustee, the Investment Manager, the relevant Sukuk Contract Counterparty or Dar Al-Arkan, as the case may be, will become obliged to pay such additional amounts as a result of such change or amendment.

The Delegate shall be entitled to accept (without further investigation) any such certificate and opinion delivered to it pursuant to the above as sufficient evidence thereof in which event it shall be conclusive and binding on the Certificateholders. For the avoidance of doubt, the Delegate shall have no liability to any person for accepting and acting on such certificate and/or opinion.

Upon the expiry of any such notice as is referred to in this Condition 10.2, the Trustee shall be bound to redeem the Certificates at the Early Dissolution Amount (Tax) together with any accrued but unpaid Periodic Distribution Amounts and, upon payment in full of such amounts to the Certificateholders, the Trust will terminate, the Certificates shall cease to represent undivided ownership interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof; provided, however, that no such notice of redemption shall be given unless the Trustee has received an exercise notice from Dar Al-Arkan under the Trust Deed.

10.3 **Dissolution at the Option of the Trustee**

If Early Dissolution (Trustee Call) is specified in the applicable Final Terms as being applicable, the Certificates may be redeemed in whole but not in part on any Early Dissolution Date (Trustee Call), which must be a Periodic Distribution Date if the Floating Periodic Distribution Provisions are specified in the applicable Final Terms, at the relevant Early Dissolution Amount (Trustee Call) together with any accrued but unpaid Periodic Distribution Amounts on the Trustee giving not less than 30 nor more than 60 days' notice to the Certificateholders in accordance with Condition 17 (which notice shall be irrevocable and shall oblige the Trustee to redeem the Certificates on the relevant Early Dissolution Date (Trustee Call)). Upon such redemption, the Trust will terminate, the Certificates shall cease to represent undivided ownership interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof; provided, however, that no such notice of redemption shall be given unless the Trustee has received an exercise notice from Dar Al-Arkan under the Trust Deed.

10.4 **Dissolution following certain Repurchases of Certificates by the Guarantor**

The Guarantee obliges the Guarantor to make a Change of Control Offer, an Asset Disposition Offer and, if specified in the applicable Final Terms as being applicable, a Certificateholder Put Option Repurchase Offer (each, a **Mandatory Offer to Repurchase Certificates**). If all (but not some only) of the outstanding Certificates are sold to the Guarantor pursuant to a Mandatory Offer to Repurchase Certificates then, upon payment in full of the purchase price to the Certificateholders in accordance with the terms of the Guarantee, the Trust will terminate, the Certificates shall cease to represent undivided ownership interests in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

10.5 **No other Dissolution**

The Trustee shall not be entitled to redeem the Certificates or dissolve the Trust, otherwise than as provided in this Condition, Condition 13 and Condition 14.

10.6 **Cancellations**

All Certificates which are redeemed, and all Certificates purchased by or on behalf of Dar Al-Arkan or any of its Subsidiaries and delivered by Dar Al-Arkan to the Principal Paying Agent for cancellation, will be cancelled in accordance with Condition 13.2 and accordingly such Certificates may not be held, reissued or resold.

10.7 **Dissolution Date**

In these Conditions, the expression **Dissolution Date** means, as the case may be, (a) following the occurrence of a Dissolution Event (as defined in Condition 14), the date on which the Certificates are redeemed in accordance with the provisions of Condition 14, (b) the date on which the Certificates are redeemed in accordance with the provisions of Condition 10.2, (c) any Early Dissolution Date (Trustee Call) or (d) the date on which payment of the purchase price is made in full to the holder of the last outstanding Certificate pursuant to a Mandatory Offer to Repurchase Certificates.

11. TAXATION

All payments in respect of the Certificates shall be made free and clear of and without withholding or deduction for, or on account of, any present or future Taxes, unless the withholding or deduction of the Taxes is required by law. In such event, the Trustee will pay additional amounts so that the full amount which otherwise would have been due and payable under the Certificates is received by the parties entitled thereto, except that no such additional amount shall be payable in relation to any payment in respect of any Certificate:

(a) presented for payment (where presentation is required) by or on behalf of a Certificateholder or beneficial owner who is liable for such Taxes in respect of such Certificate by reason of having some connection with any Relevant Jurisdiction other than the mere holding of such Certificate; or

(b) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the European Council Directive 2003/48/EC on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(c) presented for payment (where presentation is required) by or on behalf of a Certificateholder who would have been able to avoid such withholding or deduction by presenting the relevant Certificate to another Paying Agent in a Member State of the European Union; or

(d) to or on behalf of a Certificateholder or beneficial owner who is eligible for a reduction or exemption from such withholding taxes by complying with any certification, identification or other reporting requirements whether imposed by statute, treaty, regulation or administrative practice concerning nationality, residence or connection with the Relevant Jurisdiction if such compliance is required as a precondition to relief or exemption from such withholding taxes and if, after having been requested to make such certification or identification or comply with such reporting requirements, such Certificateholder or beneficial owner fails to do so; or

(e) presented for payment (where presentation is required) more than 30 days after the Relevant Date (as defined below) except to the extent that the Certificateholder or beneficial owner thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such 30-day period assuming, whether or not such is in fact the case, that day to have been a Business Day.

The obligation to pay such additional amounts shall not apply to: (i) any estate, inheritance, gift, sales, transfer, personal property or any similar tax, assessment or other governmental charge; or (ii) any tax, assessment or other governmental charge which is payable otherwise than by deduction or withholding from payments on the Certificates.

As used in these Conditions:

Relevant Date means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the principal financial centre of the currency of payment by the Principal Paying Agent on or prior to such due date, the date on which the full amount has been so received and notice to that effect has duly been given to the Certificate holders in accordance with Condition 17;

Relevant Jurisdiction means the Cayman Islands or the Kingdom of Saudi Arabia or, in each case, any political subdivision or authority thereof or therein having the power to tax; and

Taxes means any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed or levied by or on behalf of any Relevant Jurisdiction.

The Ijara Agreements and Murabaha Agreements to be entered into pursuant to the Investment Management Agreement each provide that payments thereunder by the Sukuk Contract Counterparties shall be made without withholding or deduction for, or on account of, any present or future taxes, unless the withholding or deduction of the taxes is required by the laws of the Kingdom of Saudi Arabia and, in such case, provide for the payment by the Sukuk Contract Counterparties of additional amounts so that the full amount which would otherwise have been due and payable is paid to the Investment Manager. The Investment Management Agreement also provides that payments to be made thereunder by the Investment Manager to the Trustee shall be made without withholding or deduction for, or on account of, any present or future taxes, unless the withholding or deduction of the taxes is required by the laws of the Kingdom of Saudi Arabia and, in such case, provides for the payment by the Investment Manager of additional amounts so that the full amount which would otherwise have been due and payable is paid into the relevant Transaction Account two Business Days prior to each Periodic Distribution Date, the Scheduled Dissolution Date, any Dissolution Event Redemption Date, Early Tax Dissolution Date or Early Dissolution Date (Trustee Call), as the case may be.

Further, in accordance with the Guarantee, Dar Al-Arkan undertakes to pay any Distribution Shortfall Restoration Amount or Value Restoration Amount, as the case may be, to the Trustee without any deduction or withholding for or on account of any present or future tax, or other charge or withholding of a similar nature, unless required by the laws of the Kingdom of Saudi Arabia and, in such case, undertakes to pay additional amounts so that the full amount which would otherwise have been due and payable is received by the Trustee. In addition, Dar Al-Arkan has undertaken in the Guarantee to pay to the Trustee such additional amounts as may be payable by the Trustee pursuant to this Condition 11.

12. PRESCRIPTION

The right to receive distributions in respect of the Certificates will be forfeited unless claimed within a period of 10 years (in the case of Dissolution Amounts) and a period of five years (in the case of Periodic Distribution Amounts) from the Relevant Date in respect thereof, subject to the provisions of Condition 8.

13. PURCHASE AND CANCELLATION OF CERTIFICATES

13.1 Purchases

Dar Al-Arkan and/or any of its Subsidiaries may at any time purchase Certificates at any price in the open market or otherwise.

13.2 Cancellation of Certificates held by Dar Al-Arkan and/or any of its Subsidiaries

Any Certificates purchased by Dar Al-Arkan and/or any Subsidiary thereof may be surrendered to the Principal Paying Agent for cancellation on the next succeeding Periodic Distribution Date. Notwithstanding the foregoing, any Certificates purchased by Dar Al-Arkan and/or any Subsidiary thereof pursuant to a Change of Control Offer, an Asset Disposition Offer or a Certificateholder Put Option Repurchase Offer (in each case as may be required to be made as provided in the Guarantee) shall be surrendered to the Principal Paying Agent for cancellation on the next succeeding Periodic Distribution Date. Any Certificates surrendered for cancellation may not be held, reissued or resold by the Trustee.

Under the terms of the Guarantee, Dar Al-Arkan undertakes that:

(i) *no later than 30 days following a Change of Control, Dar Al-Arkan shall make an offer to repurchase all Certificates then outstanding at a purchase price equal to the Change of Control Repurchase Amount set out in the applicable Final Terms face amount, plus accrued and unpaid Periodic Distribution Amounts, if any, to the date of repurchase;*

(ii) *if Dar Al-Arkan or any Restricted Subsidiary makes an Asset Disposition, in certain circumstances prescribed in the Guarantee, Dar Al-Arkan must use all or part of the proceeds of such Asset Disposition to make an offer to purchase Certificates at a purchase price equal to 100 per cent. of their face amount, plus accrued and unpaid Periodic Distribution Amounts, if any; and*

(iii) *(if the applicable Final Terms specifies that Certificateholder Put Option is applicable) Dar Al-Arkan shall make an offer (which shall remain open for not less than 45 nor more than 60 days) to repurchase any or all outstanding Certificates of the relevant Series at the Certificateholder Put Option Repurchase Amount, plus accrued and unpaid Periodic Distribution Amounts, if any, to the date of purchase, on the Certificateholder Put Option Repurchase Date(s) specified in the applicable Final Terms.*

See "Summary of Principal Transaction Documents — The Guarantee".

14. DISSOLUTION EVENTS

14.1 Dissolution Events

Upon the occurrence and continuation of any of the following events (**Dissolution Events**):

(a) *Non-Payment*: default is made in the payment of the Dissolution Amount on the date fixed for payment thereof or default is made for more than five (5) Business Days in the payment of any Periodic Distribution Amount on the due date for payment thereof; or

(b) *Breach of Other Obligations*: the Trustee does not perform or comply with any one or more of its other obligations in the Certificates or the Transaction Documents to which it is party which default is incapable of remedy or, if in the opinion of the Delegate capable of remedy, is not in the opinion of the Delegate remedied within 30 days after notice of such default shall have been given to the Trustee; or

(c) *Enforcement Proceedings*: distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Trustee and is not discharged or stayed within 90 days; or

(d) *Security Enforced*: any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Trustee becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator, manager or other similar person); or

(e) *Insolvency*: the Trustee is (or is or could be deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or (in the opinion of the Delegate) a material part of (or of a particular type of) its debts, makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Trustee; or

(f) *Winding-up*: an administrator is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Trustee, or the Trustee shall apply or petition for a winding-up or administration order in respect of itself or cease or through an official action of its board of directors threaten to cease to carry on all or substantially all of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the Delegate or by an Extraordinary Resolution of the Certificateholders; or

(g) *Authorisation and Consents*: any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order: (a) to enable the Trustee lawfully to enter into, exercise its rights and perform and comply with its obligations under the Certificates and the Transaction Documents to which it is party; (b) to ensure that those obligations are legally binding and enforceable; and (c) to make the Certificates and the Transaction Documents to which it is party admissible in evidence in the courts of the Cayman Islands is not taken, fulfilled or done; or

(h) *Illegality*: it is or will become unlawful for the Trustee to perform or comply with any one or more of its obligations under any of the Certificates or the Transaction Documents to which it is party; or

(i) *Dar Al-Arkan Event*: a Dar Al-Arkan Event (as defined below) occurs; or

(j) *Analogous Events*: any event occurs that under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs,

the Delegate shall, if so requested by a Certificateholders' Direction and subject to it being indemnified and/or secured and/or prefunded to its satisfaction, give notice to the Trustee that the Certificates are to be redeemed and the Trust is to be dissolved (a **Dissolution Request**). Immediately following receipt of the Dissolution Request, the Trustee shall exercise its rights under the Investment Management Agreement and (if required) the Guarantee and use the Sukuk Portfolio Liquidation Proceeds and (if applicable) sums received under the Guarantee to redeem the Certificates at the Dissolution Amount, together with all accrued but unpaid Periodic Distribution Amounts on the date specified in the Dissolution Request (the **Dissolution Event Redemption Date**). The Trust shall be dissolved on the day after the last outstanding Certificate has been redeemed in full.

For the purpose of this Condition 14.1, all amounts payable in respect of the Certificates (including any amounts calculated as being payable under Condition 6, Condition 7 and Condition 10) shall be considered due and payable notwithstanding that the Trustee has at the relevant time insufficient funds to pay such amounts.

14.2 **Dar Al-Arkan Events**

For the purposes of this Condition, a **Dar Al-Arkan Event** means:

(a) *Non-Payment of the Guarantee*: the Guarantor fails to pay any Distribution Shortfall Restoration Amount under the Guarantee when due and payable and such default continues for a period of five (5) Business Days; or

(b) *Breach of Merger and Consolidation covenant*: the failure by the Guarantor to comply with its obligations under Paragraph 2.10 (*Merger and Consolidation*) of Schedule 2 of the Guarantee; or

(c) *Breach of other covenants*: the failure by the Guarantor to comply for thirty (30) days with any of its obligations in Clause 5 (*Change of Control and Investor Put Option*) (other than a failure to purchase Certificates in the case of a Change of Control Offer or an Asset Disposition Offer) of the Guarantee or under Paragraph 2 of Schedule 2 of the Guarantee (other than as specified in (b) above); or

(d) *Breach of other obligations*: the Guarantor or any Restricted Subsidiary defaults in the performance of any other undertaking or agreement under or pursuant to the Certificates or the Transaction Documents or defaults in the observance of any of its other obligations under or in respect of the Certificates or the Transaction Documents (other than a default specified in (a), (b) or (c) above) which breach or default is incapable of remedy or, if in the opinion of the Delegate capable of remedy, is not in the opinion of the Delegate remedied within sixty (60) days after notice of such breach or default addressed to the Guarantor by the Trustee (or the Delegate acting on behalf of the Trustee) has been delivered to the Guarantor, provided that for the purpose of this paragraph (d) no breach of the Underlying Value Conditions shall be deemed to have occurred as long as no events and circumstances described in paragraph (a) have occurred; or

(e) *Unsatisfied judgment*: one or more judgment(s) or order(s) for the payment of an amount in excess of SAR 100 million (or its equivalent in any other currency or currencies), whether individually or in aggregate is rendered against the Guarantor, the Investment Manager or any other Subsidiary and continue(s) unsatisfied and unstayed for a period of thirty (30) days after the date(s) thereof or, if later, the date therein specified for payment; or

(f) *Cross default*: if any of the following events occur: (i) any Indebtedness of the Guarantor or any Subsidiary is not paid when due nor within any originally applicable grace period; (ii) any Indebtedness of the Guarantor or any Subsidiary is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described); (iii) any commitment for any Indebtedness of the Guarantor or any Subsidiary is cancelled or suspended by a creditor of the Guarantor or any Subsidiary, as a result of an event of default (however described); or (iv) any holder of an Existing Sukuk Certificate becomes entitled to declare such Existing Sukuk Certificate due and payable prior to its specified maturity as a result of an event of default (however described), provided in each case that no Dar Al-Arkan Event will occur under this paragraph if the aggregate amount of Indebtedness or commitment for Indebtedness or Existing Sukuk Certificate is less than SAR 100 million (or equivalent in any other currency or currencies); or

(g) *Insolvency*: (i) the Guarantor or the Investment Manager or any other Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary becomes insolvent or is unable to pay its debts as they fall due; (ii) an administrator or liquidator is appointed over the whole or at least 25 per cent. of the undertaking, assets and revenues of the Guarantor or the Investment Manager or any other Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary (or application for any such appointment is made) and such appointment is not discharged within thirty (30) days; (iii) the Guarantor or the Investment Manager or any other Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors (including any arrangement under the Settlement to Avoid Bankruptcy Law) or declares a moratorium in respect of any of its Indebtedness given by it; or (iv) the Guarantor or the Investment Manager or any other Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary ceases or threatens to cease to carry on all or at least 25 per cent. of its business (otherwise than for the purposes of, or pursuant to, an amalgamation, reorganisation or restructuring whilst solvent approved by an Extraordinary Resolution); or

(h) *Winding up*: an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Guarantor or the Investment Manager or any other Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary (otherwise than for the purposes of, or pursuant to, an amalgamation, reorganisation or restructuring whilst solvent approved by an Extraordinary Resolution); or

(i) *Analogous event*: any event occurs under the laws, regulations or rules of the Kingdom of Saudi Arabia which has an analogous effect to any of the events referred to in paragraphs (g) or (h) above, or any event occurs which under the laws of the jurisdiction under which the relevant Restricted Subsidiary is incorporated or constituted has an analogous effect to any of the events referred to in paragraphs (g) or (h) above; or

(j) *Unlawfulness*: at any time it is or becomes unlawful for the Guarantor or the Investment Manager or any other Restricted Subsidiary to perform any or all of its obligations under or in respect of the Transaction Documents to which they are a party (if any) or for any other party to any Transaction Document to perform any or all of its obligations under that document; or

(k) *Repudiation*: the Guarantor or the Investment Manager or any other Restricted Subsidiary repudiates or challenges the legal, valid, binding and enforceable nature of any or any part of a Transaction Document to which they are a party (if any) or does or causes to be done any act or thing evidencing an intention to repudiate or challenge the legal, valid, binding and enforceable nature of any Transaction Document to which it is party; or

(l) *Enforcement proceedings*: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Guarantor, the Investment Manager or any other Restricted Subsidiary which, if adversely determined, has or could have a Material Adverse Effect, and is not discharged or stayed within 90 days; or

(m) *Security enforced*: any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Guarantor or the Investment Manager or any other Restricted Subsidiary is enforced (including the taking of possession or the appointment of a receiver, administrative receiver, administrator manager or other similar person) which has or could have a Material Adverse Effect; or

(n) *Government intervention*: the government of any country or any governmental agency takes any step with a view to the seizure, expropriation, nationalisation or acquisition (whether compulsory or otherwise) of the Guarantor, the Investment Manager or any other Restricted Subsidiary or any of their material assets.

Capitalised terms used in this Condition 14.2 shall have the meanings given to them in the Guarantee. *See "Summary of Principal Transaction Documents — The Guarantee"*.

15. ENFORCEMENT AND EXERCISE OF RIGHTS

15.1 Enforcement

Upon the occurrence of a Dissolution Event and the giving of notice of a Dissolution Request to the Trustee by the Delegate, to the extent that the amounts payable in respect of the Certificates have not been paid in full pursuant to Condition 14, subject to Condition 15.2 the Delegate shall (subject to being indemnified and/or secured and/or prefunded to its satisfaction), take one or more of the following steps:

(a) enforce the provisions of the Guarantee against Dar Al-Arkan; and/or

(b) take such other steps as the Delegate may consider necessary to recover amounts due and/or deliverable to the Certificateholders.

Notwithstanding the foregoing but subject to Condition 15.2, the Delegate may at any time, at its discretion and without notice, take such proceedings and/or other steps as it may think fit against or in relation to each of the Trustee and/or Dar Al-Arkan to enforce their respective obligations under the Transaction Documents, these Conditions and the Certificates.

15.2 Delegate not obliged to take Action

Neither the Trustee nor the Delegate shall be bound to take any action in relation to the Trust Assets or any Dissolution Event or to take any action or any other steps under these Conditions or any Transaction Document unless:

(a) the Delegate and/or the Trustee, as the case may be, is satisfied that it will be indemnified and/or secured and/or prefunded against all Liabilities which may be incurred in connection with such action or step and may demand prior to taking any such action that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so to indemnify it; and

(b) in the case of the Delegate only, it has been directed or requested to do so by a Certificateholders' Direction.

15.3 Direct Enforcement by Certificateholders

No Certificateholder shall be entitled to proceed directly against, or to provide instructions to the Trustee to pursue any claim against, the Trustee, the Investment Manager and/or Dar Al-Arkan arising under the Trust Assets or the Certificates or to enforce the performance of any provisions of any of the Transaction Documents or for any other reason unless the Delegate having become bound so to proceed, fails to do so within a reasonable period of becoming so bound and such failure is continuing. Under no circumstances shall the Trustee, the Delegate or any Certificateholders have any right to cause the sale or other disposition of any of the Trust Assets except pursuant to the terms of the Transaction Documents or under these Conditions and the sole right of the Trustee, the Delegate and the Certificateholders against the Investment Manager and/or Dar Al-Arkan shall be to enforce their respective obligations under the Transaction Documents to which they are party.

15.4 Limited Recourse

The foregoing paragraphs in this Condition are subject to this paragraph. After enforcing and/or realising the Trust Assets, (i) the net proceeds of the Trust Assets shall be distributed in accordance with Condition 4.2, and the obligations of Dar Al-Arkan, the Investment Manager, the Agents, the Delegate and/or the Trustee in respect of the Certificates shall be satisfied, (ii) no Certificateholder may take any steps against Dar Al-Arkan, the Investment Manager, the Agents, the Delegate and/or the Trustee and/or any of their respective shareholders, members, officers, directors or agents to recover any sums in respect of the Certificates and (iii) the right to receive any such sums unpaid shall be extinguished. In particular, no Certificateholder shall be entitled in respect thereof to petition or to take any other steps for the winding-up of Dar Al-Arkan or the Investment Manager (to the extent that each fulfils all of its obligations under the relevant Transaction Documents to which it is a party) or the Agents, the Delegate and/or the Trustee, nor shall any of them have any claim in respect of the trust assets of any other trust established by the Trustee.

16. REPLACEMENT OF DEFINITIVE CERTIFICATES

Should any definitive Certificate be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Registrar (and if the Certificates are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent or Transfer Agent in any particular place, the Paying Agent or Transfer Agent having its specified office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Trustee, Dar Al-Arkan, the Registrar, the Paying Agent or the Transfer Agent may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

17. NOTICES

All notices to Certificateholders will be valid if:

(a) published in a daily newspaper having general circulation in the Republic of Ireland (which is expected to be the *Irish Times*) approved by the Delegate and published on the website of the Irish Stock Exchange (www.ise.ie) or, if in either case such publication is not practicable, in a leading English language newspaper having general circulation in Europe approved by the Delegate; or

(b) mailed to them by first class pre-paid registered mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective registered addresses.

The Trustee shall also ensure that notices are duly given or published in a manner which complies with the rules and regulations of any listing authority, stock exchange and/or quotation system (if any) by which the Certificates have then been admitted to listing, trading and/or quotation. Any notice shall be deemed to have been given on the day after being so mailed or on the date of publication or, if so published more than once or on different dates, on the date of the first publication.

Until such time as any definitive Certificates are issued, there may, so long as any Global Certificate representing the Certificates is held on behalf of one or more clearing systems, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to the relevant clearing systems for communication by them to the Certificateholders and, in addition, for so long as any Certificates are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the Certificateholders on the day on which the said notice was given to the relevant clearing systems.

Notices to be given by any Certificateholder shall be in writing and given by lodging the same with the Principal Paying Agent. Whilst any of the Certificates are represented by a Global Certificate held on behalf of one or more clearing systems, such notice may be given by any holder of a Certificate to the Principal Paying Agent through the clearing system in which its interest in the Certificates is held in such manner as the Principal Paying Agent and the relevant clearing system may approve for this purpose.

18. MEETINGS OF CERTIFICATEHOLDERS, MODIFICATION, WAIVER, AUTHORISATION AND DETERMINATION

18.1 The Trustee, Dar Al-Arkan and/or the Delegate may convene meetings of Certificateholders at any time, and the Trustee shall be obliged to do so upon a requisition in writing of Certificateholders holding not less than one-tenth of the aggregate face amount of the Certificates for the time being outstanding to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of these Conditions or the provisions of the Trust Deed or any other Transaction Documents. The quorum at any meeting for passing an Extraordinary Resolution will be one or more persons present holding or representing more than half of the aggregate face amount of the outstanding Certificates, or at any adjourned such meeting one or more persons present holding or representing not less than one-quarter of the aggregate face amount of the outstanding Certificates, except that any meeting the business of which includes a Reserved Matter the quorum shall be one or more persons present holding or representing not less than three-quarters of the aggregate face amount of the outstanding Certificates, or at any adjourned such meeting one or more persons present holding or representing not less than one-quarter of the aggregate face amount of the outstanding Certificates. The expression **Extraordinary Resolution** is defined in the Master Trust Deed to mean any of (i) a resolution passed at a meeting duly convened and held by a majority consisting of not less than three-quarters of the votes cast, (ii) a resolution in writing signed by or on behalf of the holders of not less than three-quarters in aggregate face amount of the outstanding Certificates or (iii) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Delegate) by or on behalf of not less than three-quarters in face amount of the outstanding Certificates for the time being outstanding. An Extraordinary Resolution duly passed as described above will be binding on all holders of the Certificates, irrespective of if, or how, they voted on such Extraordinary Resolution and whether (if applicable) they attended the meeting.

18.2 The Delegate may, for and on behalf of the Certificateholders, agree, without the consent or sanction of the Certificateholders, to any modification (other than in the case of a Reserved Matter or any provision of the Trust Deed or these Conditions referred to in the definition of a Reserved Matter) of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Master Trust Deed, these Conditions or of any other Transaction Document, or determine, without any such consent as aforesaid, that any Dissolution Event or Potential Dissolution Event shall not be treated as such (provided that the Delegate will not do so in contravention of an express direction given by an Extraordinary Resolution or a request made pursuant to Condition 14), which in any such case is not, in the opinion of the Delegate, materially prejudicial to the interests of Certificateholders or may agree, without any consent or sanction of the Certificateholders, to any modification which, in the opinion of the Delegate, is of a formal, minor or technical nature or made to correct a manifest error.

18.3 In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Delegate shall have regard to the general interests of the Certificateholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Certificateholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof) and the Delegate shall not be entitled to require, nor shall any Certificateholder be entitled to claim from the Delegate or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Certificateholders.

18.4 Any modification, abrogation, waiver, authorisation or determination shall be binding on all the Certificateholders and shall be notified to the Certificateholders as soon as practicable thereafter in accordance with Condition 17.

19. INDEMNIFICATION AND LIABILITY OF THE DELEGATE AND THE TRUSTEE

19.1 The Trust Deed contains provisions for the indemnification of each of the Delegate and the Trustee in certain circumstances and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction as well as provisions entitling the Delegate to be paid its costs and expenses in priority to the claims of the Certificateholders.

19.2 Neither the Delegate nor the Trustee makes any representation and assumes no responsibility for the validity, sufficiency or enforceability of the obligations of Dar Al-Arkan under the Transaction Documents and shall not under any circumstances have any liability or be obliged to account to the Certificateholders in respect of any payments which should have been made by Dar Al-Arkan but are not so made and shall not in any circumstances have any liability arising from or in relation to the Trust Assets other than as expressly provided in these Conditions or in the Trust Deed.

19.3 Each of the Trustee and the Delegate is exempted from (i) any liability in respect of any loss or theft of the Trust Assets or any cash, (ii) any obligation to insure the Trust Assets or any cash and (iii) any claim arising from the fact that the Trust Assets or any cash are held by or on behalf of the Trustee or on deposit or in an account with any depositary or Clearing System or are registered in the name of the Trustee or its nominee, unless such loss or theft arises as a result of wilful default by the Trustee or the Delegate, as the case may be.

19.4 The Trust Deed also contains provisions pursuant to which the Delegate is entitled, *inter alia*, (a) to enter into business transactions with Dar Al-Arkan and/or any of its Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, Dar Al-Arkan and/or any of its Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Certificateholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

21. GOVERNING LAW AND JURISDICTION

21.1 The Trust Deed, the Certificates and these Conditions (including the remaining provisions of this Condition 21) and any non-contractual obligations arising out of or in connection with the Trust Deed, the Certificates and these Conditions are governed by, and shall be construed in accordance with, English law.

21.2 Subject to Condition 21.3, the courts of England shall have exclusive jurisdiction to settle any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Trust Deed, the Certificates and these Conditions (including any dispute as to the existence, validity, interpretation, performance, breach or termination of the Trust Deed, the Certificates and these Conditions or the consequences of the nullity of any of them or a dispute relating to any non-contractual obligations arising out of or in connection with them) (a **Dispute**) and, accordingly, the Trustee and Dar Al-Arkan submit to the exclusive jurisdiction of such courts.

The Trustee and Dar Al-Arkan agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

21.3 Condition 21.2 is for the benefit of the Delegate and the Certificateholders only. As a result, the Delegate and any Certificateholder (where permitted so to do) may take proceedings relating to a

Dispute (**Proceedings**) in any other courts with jurisdiction. To the extent allowed by law, the Delegate and the Certificateholders may take concurrent Proceedings in any number of jurisdictions.

Dar Al-Arkan has in each of the Trust Deed and the Guarantee also submitted to the jurisdiction of the Saudi Arabian Committee for the Resolution of Securities Disputes and the Appeal Panel in respect of Disputes.

21.4 Each of the Trustee and Dar Al-Arkan has in the Trust Deed appointed Law Debenture Corporate Services Limited at its registered office at Fifth Floor, 100 Wood Street, London EC2V 7EX as its agent for service of process and has undertaken that, in the event of Law Debenture Corporate Services Limited ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Delegate as its agent for service of process in England in respect of any Proceedings or Disputes. Nothing herein shall affect the right to serve proceedings in any matter permitted by law.

22. DEFINITIONS

In these Conditions:

Appointee has the meaning given to it in the Master Trust Deed.

Asset Disposition Offer has the meaning given to it in the Guarantee.

Business Day has the meaning given to it in Condition 7.2.

Certificateholder has the meaning given to it in Condition 1.1.

Certificateholders' Direction means an effective direction by the Certificateholders to the Delegate or the Trustee (as applicable) in the form of either:

(a) an Extraordinary Resolution of Certificateholders; or

(b) for the purposes of a Certificateholders' Direction to be given to dissolve the Trust pursuant to Condition 14.1 or Clause 16.1 of the Master Trust Deed or in respect of any enforcement action to be taken by the Delegate, including without limitation, any action to be taken pursuant to Clause 16 of the Master Trust Deed and Condition 15, a written direction by Certificateholders holding at least 25 per cent. in aggregate face amount of the Certificates then outstanding,

in each case, such direction only to be effective if the Delegate and/or the Trustee (as the case may be) shall be indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities to which it may render itself liable or which it may incur, in either case, in relation to such direction.

Certificateholder Put Option Repurchase Offer has the meaning set out in the Guarantee.

Change of Control Offer has the meaning given to it in the Guarantee.

Clearstream, Luxembourg has the meaning given to it in Condition 1.1.

Corporate Services Agreement means the corporate services agreement dated 16 May 2013 and entered into by the Trustee and the Trustee Administrator.

Dar Al-Arkan means Dar Al-Arkan Real Estate Development Company.

Day Count Fraction has the meaning given to it in Condition 6.3 or Condition 7.4, as the case may be.

Determination Period has the meaning given to it in Condition 6.3.

Dispute has the meaning given to it in Condition 21.

Dissolution Amount has the meaning given to it in Condition 8.1.

Dissolution Date has the meaning given to it in Condition 10.7.

Dissolution Event means any of the events specified as such in Condition 14.1.

Dissolution Event Redemption Date has the meaning given to it in Condition 14.1.

Dissolution Request has the meaning given to it in Condition 14.1.

Distribution Shortfall Restoration Amount has the meaning given to it in Condition 4.1.

Early Tax Dissolution Date has the meaning given to it in Condition 10.2.

Euroclear has the meaning given to it in Condition 1.1.

Existing Sukuk Certificates has the meaning given to it in the Supplemental Trust Deed.

Extraordinary Resolution has the meaning given to it in Condition 18.1.

Guarantee has the meaning given to it in Condition 4.1.

holder has the meaning given to it in Condition 1.1.

Ijara Agreements means the ijara agreements to be entered into between the Investment Manager and the relevant Restricted Subsidiaries in connection with the Certificates substantially in the form of Part A of Schedule 1 of the Investment Management Agreement, together with the related Sale and Purchase Agreements, Purchase Undertakings and Service Agency Agreements.

Investment Management Agreement has the meaning given to it in Condition 4.1.

Investment Manager has the meaning given to it in Condition 4.1.

Investment Plan has the meaning given to it in Condition 4.1.

Leased Assets has the meaning given to it in the relevant Ijara Agreement.

Liability means any loss, damage, fee, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or other tax charged or chargeable in respect thereof and properly incurred legal fees and expenses on a full indemnity basis.

Mandatory Offer to Repurchase Certificates has the meaning given to it in Condition 10.4.

Material Adverse Effect has the meaning given to it in the Guarantee.

Murabaha Agreements means the murabaha agreements to be entered into between the Investment Manager, the relevant Restricted Subsidiaries and the commodities broker named therein in connection with the Certificates substantially in the form of Part E of Schedule 1 of the Investment Management Agreement.

Periodic Distribution Amount has the meaning given to it in Condition 6.2.

person means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organisation, limited liability company or government or agency, or political subdivision thereof, or other entity.

Potential Dissolution Event means any event which, with the giving of notice, lapse of time or fulfilment of any other applicable condition (or any combination of any of the foregoing), would constitute a Dissolution Event.

Proceedings has the meaning given to it in Condition 21.

Profit Collections has the meaning given to it in Condition 4.1.

Purchase Undertakings means the purchase undertakings to be entered into by Restricted Subsidiaries as obligors in connection with each Ijara Agreement in favour of the Investment Manager substantially in the form of Part C of Schedule 1 of the Investment Management Agreement.

Rate has the meaning given to it in Condition 7.3.

Record Date has the meaning given to it in Condition 8.1.

Reference Banks has the meaning given to it in Condition 7.3.

Register has the meaning given to it in Condition 1.2.

Registered Office Agreement means the registered office agreement dated 16 May 2013 and entered into by the Trustee and the Trustee Administrator.

Relevant Date has the meaning given to it in Condition 11.

Relevant Jurisdiction has the meaning given to it in Condition 11.

Relevant Screen Page has the meaning given to it in Condition 7.3.

Reserved Matter means any proposal:

(a) to change any date fixed for payment of a Periodic Distribution Amount or Dissolution Amount in respect of the Certificates, to reduce or cancel the Periodic Distribution Amount or Dissolution Amount payable on any date in respect of the Certificates or, except where such alteration is in the opinion of the Delegate bound to result in an increase in the amount of such payment, to alter the method of calculating the amount of any payment in respect of the Certificates on redemption or maturity;

(b) to effect the exchange, redemption, conversion or substitution of the Certificates for, or exchange the Certificates into, shares, certificates or other securities of the Trustee or any other person or body corporate formed or to be formed (other than as permitted under the Conditions);

(c) to change the currency in which amounts due in respect of the Certificates are payable;

(d) to change the quorum required at any meeting of Certificateholders or the majority required to pass an Extraordinary Resolution;

(e) to permit early repayment of the Certificates other than as permitted in the Conditions;

(f) to change the *pari passu* ranking provisions of Condition 4.2;

(g) to amend any of the Trustee's covenants in the Master Trust Deed, Dar Al-Arkan's obligations under the Guarantee, the Investment Manager's obligations under the Investment Management Agreement or any of their respective obligations to make a payment under any Transaction Document to which it is a party;

(h) to change the definition of "outstanding" or modify the provisions contained in the Master Trust Deed, the Conditions or the Global Certificate concerning the quorum required at any meeting of the Certificateholders or the majority required to pass an Extraordinary Resolution;

(i) to change the governing law of the Master Trust Deed, the Conditions and the Global Certificate, the courts of jurisdiction to which the Trustee or Dar Al-Arkan has submitted in the Master Trust Deed, the Conditions and the Global Certificates, or the Trustee's and Dar Al-Arkan's obligation in the Master Trust Deed, the Conditions and the Global Certificate to appoint and maintain an agent for service of process; or

(j) to amend this definition of Reserved Matter.

Restricted Subsidiaries has the meaning given to it in the Guarantee.

Sale and Purchase Agreements means the sale and purchase agreements to be entered into between the Investment Manager and Dar Al-Arkan in connection with any Ijara Agreement substantially in the form of Part B of Schedule 1 of the Investment Management Agreement.

Service Agency Agreements means the service agency agreements to be entered into between the Investment Manager and the relevant Restricted Subsidiaries in connection with any Ijara Agreement substantially in the form of Part D of Schedule 1 of the Investment Management Agreement.

Settlement to Avoid Bankruptcy Law has the meaning given to it in the Guarantee.

sub-unit has the meaning given to it in Condition 6.3.

Sukuk Contract Counterparties means the counterparties to the Sukuk Contracts (other than the Investment Manager).

Sukuk Contracts means the Ijara Agreements (and related Sale and Purchase Agreements, Purchase Undertakings and Service Agency Agreements) and the Murabaha Agreements entered into between the Investment Manager and Restricted Subsidiaries from time to time in connection with the Certificates.

Sukuk Portfolio has the meaning given to it in Condition 4.1.

Sukuk Portfolio Liquidation Proceeds has the meaning given to it in Condition 4.1.

Sukuk Proceeds has the meaning given to it in Condition 4.1.

TARGET Settlement Date has the meaning given to it in Condition 7.2.

Tax Event has the meaning given to it in Condition 10.2.

Taxes shall have the meaning given to it in Condition 11.

Transaction Account has the meaning given to it in Condition 4.1.

Trustee Administrator means MaplesFS Limited, a licensed trust company in the Cayman Islands who will provide, amongst other things, corporate administrative services and director services for and on behalf of the Trustee pursuant to the Corporate Services Agreement.

Underlying Value Conditions means the following conditions to be met by the Investment Manager:

(a) proper application of the Sukuk Proceeds in appropriate revenue-generating Sukuk Contracts in accordance with the Investment Management Agreement;

(b) proper monitoring and timely enforcement of the performance of each counterparty under such Sukuk Contracts;

(c) ensuring that each such Sukuk Contract remains in full force and effect whilst any Certificates remain outstanding, unless it expires or is terminated in accordance with its terms, and to the extent that a Sukuk Contract expires or is terminated prior to the Scheduled Dissolution Date and a Dissolution Event Redemption Event, an Early Tax Dissolution Date or an Early Dissolution Date (Trustee Call) (if applicable), as the case may be, has not occurred, ensuring that such Sukuk Contract is replaced by a contract of equal or greater aggregate value (being the amounts payable under the relevant Sukuk Contract by the counterparty to such Sukuk Contract including, without limitation, compliance with limb (i) of the definition of Investment Plan) on the same day of such expiry or termination of the relevant Sukuk Contract, save where (i) an Ijara Agreement has been terminated as a result of a Total Loss (as defined in the Ijara Agreement), in which case a replacement Ijara Agreement will be entered into within six days of the occurrence of such Total Loss; or (ii) any Certificates have been purchased by Dar Al-Arkan and/or any subsidiary thereof and are proposed to be cancelled pursuant to Condition 13, in which case such Sukuk Contract must be replaced only if and to the extent required to ensure compliance with the terms of the Investment Plan; and

(d) not waiving or forgiving the obligation of any counterparty under any such Sukuk Contract and not entering into any arrangement to dispose at a discount of any rights under any such Sukuk Contract.

Value Restoration Amount has the meaning given to it in Condition 4.1.

USE OF PROCEEDS

Pursuant to the Investment Management Agreement, the net proceeds of each Series will be invested by the Trustee through the Investment Manager to invest in a single portfolio of investments comprising a Sale and Purchase Agreement between Dar Al-Arkan and the Investment Manager, and an Ijara Agreement and Murabaha Agreement entered into between the Investment Manager and other subsidiaries of Dar Al-Arkan, all in accordance with the relevant Investment Plan.

DESCRIPTION OF THE TRUSTEE

General

Dar Al-Arkan Sukuk Company Ltd., a Cayman Islands exempted company with limited liability, was incorporated on 11 April 2013 under the Companies Law (2012 Revision) of the Cayman Islands with company registration number 276880. The Trustee has been established as a special purpose vehicle for the sole purpose of issuing Certificates under the Programme and entering into the transactions contemplated by the Transaction Documents. The registered office of the Trustee is at MaplesFS Limited, P.O. Box 1093, Queensgate House, Grand Cayman KY1-1102, Cayman Islands and its telephone number is +1 345 945 7099.

The authorised share capital of the Trustee is U.S.$50,000 divided into 50,000 ordinary shares of U.S.$1.00 par value each, 250 of which have been issued. All of the issued shares (the **Shares**) are fully-paid and are held by MaplesFS Limited as share trustee (the **Share Trustee**) under the terms of a trust deed (the **Share Trust Deed**) dated 16 May 2013 under which the Share Trustee holds the Shares in trust until the Termination Date (as defined in the Share Trust Deed). Prior to the Termination Date, the trust is an accumulation trust, but the Share Trustee has the power to benefit Qualified Charities (as defined in the Share Trust Deed). It is not anticipated that any distribution will be made whilst any Certificate is outstanding. Following the Termination Date, the Share Trustee will wind up the trust and make a final distribution to charity. The Share Trustee has no beneficial interest in, and derives no benefit (other than its fee for acting as Share Trustee) from, its holding of the Shares.

Business of the Trustee

The Trustee has no prior operating history or prior business other than in connection with the Certificates issued thus far under the Programme and will not have any substantial liabilities other than in connection with the Certificates issued, and to be issued, under the Programme. The Certificates are the obligations of the Trustee alone and not the Share Trustee.

The objects for which the Trustee is established are set out in clause 3 of its Memorandum of Association as registered or adopted on 11 April 2013.

Financial Statements

Since the date of its incorporation, no financial statements of the Trustee have been prepared. The Trustee is not required by Cayman Islands law, and does not intend, to publish audited financial statements.

Directors of the Trustee

The Directors of the Trustee are as follows:

Name:	Principal Occupation:
Andrew Millar	Senior Vice President of Maples Fund Services (Middle East) Limited
Cleveland Stewart	Vice President of MaplesFS Limited

The business address of Andrew Millar is c/o Maples Fund Services (Middle East) Limited, Office 616, 6th Floor, Liberty House, Dubai International Financial Centre, P.O. Box 506734, Dubai, United Arab Emirates. The business address of Cleveland Stewart is c/o MaplesFS Limited, P.O. Box 1093, Boundary Hall, Cricket Square, Grand Cayman KY1-1102, Cayman Islands.

There are no potential conflicts of interest between the private interests or other duties of the Directors listed above and their duties to the Trustee.

The Administrator

MaplesFS Limited also acts as the administrator of the Trustee (in such capacity, the **Trustee Administrator**). The office of the Trustee Administrator serves as the general business office of the Trustee.

Through the office, and pursuant to the terms of the Corporate Services Agreement, the Trustee Administrator will perform in the Cayman Islands, the United Arab Emirates and/or such other jurisdiction as may be agreed by the parties from time to time various management functions on behalf of the Trustee and the provision of certain clerical, administrative and other services until termination of the Corporate Services Agreement. The Trustee and the Trustee Administrator have also entered into a registered office agreement (the **Registered Office Agreement**) for the provision of registered office facilities to the Trustee. In consideration of the foregoing, the Trustee Administrator will receive various fees payable by the Trustee at rates agreed upon from time to time, plus expenses. The terms of the Corporate Services Agreement and the Registered Office Agreement provide that either the Trustee or the Trustee Administrator may terminate such agreements upon the occurrence of certain stated events, including any breach by the other party of its obligations under such agreements. In addition, the Corporate Services Agreement and the Registered Office Agreement provide that either party shall be entitled to terminate such agreements by giving at least three months' notice in writing to the other party with a copy to any applicable rating agency, and the Corporate Services Agreement further provides that the Trustee Administrator may terminate such agreement following the occurrence of a Dissolution Event.

The Trustee Administrator will be subject to the overview of the Trustee's Board of Directors.

The Trustee Administrator's principal office is P.O. Box 1093, Boundary Hall, Cricket Square, Grand Cayman KY1-1102, Cayman Islands.

The Directors of the Trustee are all employees or officers of the Trustee Administrator (or an affiliate thereof). The Trustee has no employees and is not expected to have any employees in the future.

SELECTED FINANCIAL DATA

The following tables set forth Dar Al-Arkan's selected financial data as of, and for the years ended, 31 December 2010, 2011 and 2012 and as of, and for the nine-month periods ended, 30 September 2012 and 2013.

The selected financial data as of, and for the years ended, 31 December 2010, 2011 and 2012 have been derived from the 2011 and 2012 Audited Financial Statements included herein. The selected financial data as of and for the year ended 31 December 2010 have been derived from the comparative financial information for the year ended 31 December 2010 included in the 2011 Audited Financial Statements included herein.

The selected financial data as of, and for nine-month period ended, 30 September 2013 have been derived from the Reviewed Financial Statements included herein. The selected financial data for the nine-month period ended 30 September 2012 have been derived from the comparative financial information for the nine-month period ended 30 September 2012 included in the Reviewed Financial Statements included herein.

The Kingdom follows a fixed exchange rate policy under which the Saudi Riyal is pegged to the U.S. Dollar at the exchange rate of U.S.$1 = SAR 3.745.

The following selected financial data should be read in conjunction with, and is qualified in its entirety by reference to, the information contained in "*Presentation of Financial and Other Information*", "*Financial Review*" and the Audited Financial Statements and Reviewed Financial Statements included herein.

Statement of Financial Position

	As of December (Audited)			As of 30 September (Reviewed)
	2010	**2011**	**2012**	**2013**
	SAR '000			
Cash and cash equivalents	1,188,513	2,505,774	535,771	1,821,644
Investment properties, net	1,914,327	2,753,353	2,737,060	2,706,691
Development Properties(1)	16,310,417	13,689,617	14,868,656	15,449,456
Total assets	23,348,861	24,100,759	21,980,289	23,743,515
Total borrowings(2)	7,721,485	7,392,136	4,384,479	5,627,175
Total liabilities	8,849,233	8,513,196	5,668,930	6,907,526
Equity attributable to Dar Al-Arkan shareholders	14,234,887	15,322,822	16,311,359	16,835,989

Notes:

(1) Development Properties includes only non-current assets and comprises completed projects (including properties held for sale and developed land for sale) and projects under development (including property projects under construction, land projects under development and land waiting for development).

(2) Total borrowings represent long-term borrowings and short-term borrowings as reflected on the consolidated statement of financial position of Dar Al-Arkan.

Statement of Income Data

	Year ended 31 December (Audited)			Nine-month Period ended 30 September (Reviewed)	
	2010	2011	2012	2012	2013
			(SAR '000)		
Revenue	4,141,981	3,312,510	3,557,072	2,680,222	2,238,241
Cost of sales	(2,377,724)	(1,943,497)	(2,163,366)	(1,595,341)	(1,348,135)
Gross profit	1,764,257	1,369,013	1,393,706	1,084,881	890,106
General, administrative, selling and marketing expenses	(107,492)	(91,793)	(154,601)	(106,537)	(118,711)
Depreciation	(14,260)	(8,510)	(21,197)	(16,526)	(3,051)
Share of Income from investment in associates	–	400	850	400	3,250
Finance costs[1]	(239,158)	(231,100)	(297,567)	(189,738)	(241,129)
Other income – net	79,364	99,299	92,776	94,619	7,765
Income before zakat	1,482,711	1,137,309	1,013,967	867,099	538,230
Zakat expense	(27,000)	(49,374)	(25,430)	(22,600)	(13,600)
Net income for the year	1,455,711	1,087,935	988,537	844,499	524,630
Attributable to:					
Dar Al-Arkan shareholders	1,455,711	1,087,935	988,537	844,499	524,630
Non-controlling interests	–	–	–	–	–

Note:

(1) Comprising the aggregate of Islamic Murabaha Charges and Islamic Sukuk Charges.

FINANCIAL REVIEW

The following is a review of Dar Al-Arkan's financial condition and results of operations as of and for the years ended 31 December 2010, 2011 and 2012 and the nine-month periods ended 30 September 2012 and 2013. The following review should be read in conjunction with the information in "Presentation of Financial and Other Information" of this Base Prospectus and the Audited Financial Statements and Reviewed Financial Statements included herein.

The following discussion contains forward looking statements. Dar Al-Arkan's actual results could differ materially from those anticipated in these forward looking statements as a result of various factors including those discussed below and elsewhere in this Base Prospectus, particularly those discussed in the "Risk Factors" section of this Base Prospectus.

Overview

Dar Al-Arkan is a leading real estate developer in the Kingdom and is involved in all major aspects of real estate development, including sourcing and purchasing land, overseeing design and construction of developments and marketing and sales. Dar Al-Arkan is a joint stock company registered in Riyadh with commercial registration number 1010160195. The shares of Dar Al-Arkan are listed on the Tadawul All Share Index of the Saudi Stock Exchange. Dar Al-Arkan's registered office is PO Box 105633, Riyadh, 11656, Saudi Arabia. In addition to its head office in Riyadh, Dar Al-Arkan has three branch offices located in Makkah, Jeddah and Madinah.

Dar Al-Arkan currently operates in three strategic business segments, as follows:

- ***Real Estate Development***: comprising (i) Land Development Projects, which focuses on the planning and developing of basic infrastructure for residential and commercial use on undeveloped land and (ii) Residential and Commercial Projects, which focuses on the development and sale of residential and commercial units.
- ***Property Management***: focuses on the management of Dar Al-Arkan's investment properties.
- ***Real Estate Development Related Investments***: focuses on minority investments in companies that are complementary to Dar Al-Arkan's real estate development operations.

As of the date of this Base Prospectus, the Real Estate Development (comprising Land Development Projects and Residential and Commercial Projects) business segment currently accounts for the significant majority of Dar Al-Arkan's business. During the year ended 31 December 2012, revenue from Land Development Projects, which for accounting and financial reporting purposes are accounted for as Sales of Land, accounted for SAR 3,478.99 million (U.S.$928.97 million), or 97.81% of Dar Al-Arkan's total revenue, compared to SAR 3,220.17 million (U.S.$859.85 million), or 97.21% of revenue, for the year ended 31 December 2011. Revenue from the sale of Residential and Commercial Projects, which for accounting and financial purposes are accounted for as Residential Properties, accounted for SAR 25.29 million, or 0.70% of Dar Al-Arkan's total revenue in the year ended 31 December 2012, compared to SAR 77.35 million, or 2.32% of revenue, in the year ended 31 December 2011, while revenue generated by Property Management which, for accounting and financial purposes are accounted for as Leasing of Properties, accounted for SAR 52.78 million (U.S.$14.09 million), representing (1.48%) of Dar Al-Arkan's total revenue in the year ended 31 December 2012, compared to SAR 15.00 million, representing 0.45% of Dar Al-Arkan's total revenue in the year ended 31 December 2011. No significant revenue was generated from Property Management in the years ended 31 December 2011 or 31 December 2012.

Certain Factors Affecting Dar Al-Arkan's Financial Condition and Results of Operations

Macroeconomic and Other Trends in the Kingdom

All of Dar Al-Arkan's current land bank and all of its past and current Land Development Projects and Residential and Commercial Projects are located in the Kingdom. As a result, macroeconomic, demographic and other trends relating to the Kingdom have impacted and will continue to impact Dar Al-Arkan's operating profit from period to period.

The economy of the Kingdom is largely dependent on the price of oil. For the years ended 31 December 2010 and 2011 the average nominal price per barrel of Arabian Light oil was U.S.$77.75 and U.S.$107.80, respectively, according to the SAMA Report. During the years ended 31 December 2010 and 2011 real GDP increased in the Kingdom by 5.1% and 7.1%, respectively, according to the SAMA Report.

According to estimates in the SAMA Report, the Kingdom's total population has approximately doubled in the last two decades, rising from 16.0 million in 1991 to 28.4 million in 2011, of which approximately 9 million were non-Saudi nationals. In addition, according to the ninth five-year development plan (2010 to 2014) approved by the Council of Ministers (the **Ninth Development Plan**), at the end of 2007, approximately 75% of Saudi citizens in the Kingdom were under the age of 30 and approximately 37.2% of Saudi citizens in the Kingdom were under the age of 15. At the same time, average household sizes are declining, with the average household size declining from 6.1 people in 1992 to 5.7 people in 2007. These factors are expected to create a need in the Kingdom for approximately 1.25 million new homes by 2015 according to the Saudi Arabian Ministry of Economy and Planning and the Ninth Development Plan. In addition, the middle-income market segment of the population in the Kingdom is expected to grow due in part to government initiatives such as the establishment of new universities and regulations that require companies in the Kingdom to employ a certain number of citizens of the Kingdom.

In recent years a home finance market has started to develop in the Kingdom. However, current government and private sources of home financing have generally not been able to address the level of demand. At the beginning of 2013 SAMA published five laws which together are intended to create the new Real Estate and Financing Law in the Kingdom. These five laws are (i) the Real Estate Financing Law; (ii) the Financial Leasing Law; (iii) the Supervision of Finance Companies Law; (iv) the Execution Law; and (v) the Registered Real Estate Mortgage Law. More recently, SAMA published the implementing regulations of three of these laws, the Real Estate Financing Law; the Financial Leasing Law; and the Supervision of Finance Companies Law. The implementing regulations in respect of The Execution Law and the Registered Real Estate Mortgage Law have yet to be published.

The Real Estate Financing Law requires a real estate financing company to obtain a special license from SAMA permitting it to engage only in real estate financing activities. According to the Supervision of Finance Companies Law, a real estate financing company may not engage in other types of financing activities.

It is expected that the new laws will have a positive impact on the home financing market in the Kingdom, particularly among the middle-income market segment, with an increase in access to, and the availability of, home financing options. Management believes this could contribute to an increase in demand for housing, which, amongst other things, could affect the average selling price of residential units, including those sold pursuant to Dar Al-Arkan's Residential and Commercial Projects. For a more detailed discussion of macroeconomic and other trends in the Kingdom and the real estate development sector of the Kingdom, see "*Overview of the Kingdom*" and "*Overview of the Real Estate Sector in the Kingdom*".

Number of Land Development Projects Sold

Land Development Project revenue is generated from the sale of land. Dar Al-Arkan recognises revenue for the total sales price of land at the time of the legal completion of the sale, which is when the sales contract is signed. Typically, a deposit is received from the buyer at the time the sales contract is signed. The balance of the sales price is typically paid within a three month period after the sales contract is signed. Land Development Project revenue may vary from period to period depending on the number and timing of sales contracts signed during a period.

Number and Type of Residential Units Delivered to Buyers

Residential and Commercial Project revenue is generated from the sale of residential units. Dar Al-Arkan recognises revenue from the sale of residential units when it delivers a completed residential unit to a buyer.

Revenue from Residential and Commercial Projects may vary from period to period depending on the number and type of residential units delivered during a period.

Dar Al-Arkan's Master-Planned Communities contain more residential units than its past projects but they also have longer development cycles than past projects. In addition, Dar Al-Arkan has begun to expand its business to include property management by retaining certain residential units on its Master- Planned Communities as rental properties. The longer development cycles of Master Planned Communities and the mix of residential units delivered for sale and retained as rental properties on Master-Planned Communities may result in fluctuations in revenue from Residential and Commercial Projects from period to period.

Revenue from Residential and Commercial Projects may also fluctuate from period to period due to the market segment targeted by different projects and the type of residential units contained on projects. Certain of Dar Al-Arkan's Residential and Commercial Projects are targeted toward the higher end of the middle-income segment, while others are targeted towards the lower end of the middle-income segment. Dar Al-Arkan's projects may also contain different mixes of residential units, such as various types of villas and apartments. Villas typically generate a higher average selling price per unit than apartments.

Location of Land Development Projects and Residential and Commercial Projects

Land Development Project and Residential and Commercial Project revenue may vary from period to period depending on the location of land sold and the location of the Residential and Commercial Projects in which residential units were sold during the periods. Sales prices can vary depending on a number of factors relating to the location of land or Residential and Commercial Projects in the Kingdom, including the region in which they are located and their proximity to, or location within, major cities. For the three years ended 31 December 2012, Dar Al-Arkan generated approximately 35% of its revenue from sales in Riyadh and the Central Region, 39% from Jeddah and the Western Region and 25% from the Eastern Province.

Cost of Land and Construction

Dar Al-Arkan's cost of sales primarily consists of land acquisition costs and amounts paid to contractors. Dar Al-Arkan recognises cost of sales for its Land Development Projects and Residential and Commercial Projects in the same periods in which it recognises revenue from sales from the related projects. Therefore, cost of sales for a particular period may include costs incurred in prior periods. Dar Al-Arkan generally contracts to develop Residential and Commercial Projects in different phases, which limits its overall cost exposure to projects and provides flexibility to react to market demands in the development of projects. Amounts paid to contractors are affected by construction costs, such as costs of labour and costs of construction materials. Dar Al-Arkan's cost of sales and gross profit may fluctuate from period to period due to volatility in such construction costs.

In recent years, volatility in construction costs has affected Dar Al-Arkan's cost of sales from period to period. However, such volatility has not affected negatively gross profit during these periods as Dar Al-Arkan was generally able to reflect the cost increases in its sales prices. Management expects continued volatility in construction costs and this could cause period to period fluctuations in cost of sales and gross profit.

Mix of Land Development Projects and Residential and Commercial Projects

Due to the cost of inputs associated with completing Land Development Projects relative to those required for developing Residential and Commercial Projects, the gross margins from Land Development Projects tend to be higher than gross margins from Residential and Commercial Projects. As a result, Dar Al-Arkan's gross margins may fluctuate from period to period depending on the mix of revenue and cost of sales recognised from Land Development Projects and Commercial and Residential Projects during the periods.

Results of Operations

The following table sets forth certain summary financial data for the years ended 31 December 2010, 2011 and 2012 and the nine-month periods ended 30 September 2012 and 2013.

	Year ended 31 December (Audited)			Nine-Month Period ended 30 September (Reviewed)	
	2010	2011	2012	2012	2013
		(SAR '000)		*(SAR '000)*	
Revenue	4,141,981	3,312,510	3,557,072	2,680,222	2,238,241
Cost of sales	(2,377,724)	(1,943,497)	(2,163,366)	(1,595,341)	(1,348,135)
Gross profit	**1,764,257**	**1,369,013**	**1,393,706**	**1,084,881**	**890,106**
Gross margin (%)	42.59%	41.33%	39.18%	40.48%	39.77%
Operating expense	(121,752)	(100,303)	(175,798)	(123,063)	(121,762)
Income from operating activities	**1,642,505**	**1,268,710**	**(1,217,908)**	**961,818**	**768,344**
Share of Income / (loss) from investment in associate	–	400	850	400	3,250
Finance Costs	(239,158)	(231,100)	(297,567)	(189,738)	(241,129)
Other income/(expenses), net	79,364	99,299	92,776	94,619	7,765
Zakat expense	(27,000)	(49,374)	(25,430)	(22,600)	(13,600)
Net Income for the year/period	**1,455,711**	**1,087,935**	**988,537**	**844,499**	**524,630**

The following table sets forth certain summary financial data relating to Dar Al-Arkan's core reporting segments: Sales of Land, Residential Properties and Leasing of Properties, for the years ended 31 December 2010, 2011 and 2012 and the nine-month periods ended 30 September 2012 and 2013.

	Year ended 31 December (Audited)			Nine-month Period ended 30 September (Reviewed)	
	2010	**2011**	**2012**	**2012**	**2013**
		(SAR '000)		*(SAR '000)*	
Sales of Land revenue	3,765,300	3,220,167	3,478,997	2,631,435	2,157,439
Contribution to total revenue (%)	90.91%	97.21%	97.81%	98.18%	96.39%
Residential Properties revenue	376,681	77,346	25,293	21,747	459
Contribution to total revenue (%)	9.09%	2.33%	0.71%	0.81%	0.02%
Leasing of Properties revenue(1)	–	14,997	52,782	27,040	80,343
Contribution to total revenue (%)	0.00%	0.45%	1.48%	1.01%	3.59%
Total revenue from operations	**4,141,981**	**3,312,510**	**3,557,072**	**2,680,222**	**2,238,241**
Sales of Land cost of sales	2,047,435	1,873,250	2,121,016	1,564,811	1,313,784
Residential Properties cost of sales	330,289	64,470	21,026	18,151	363
Leasing of Properties cost of sales(1)	–	5,777	21,324	12,379	33,988
Total cost of sales	**2,377,724**	**1,943,497**	**2,163,366**	**1,595,341**	**1,348,135**
Gross profit for Sales of Land	1,717,865	1,346,917	1,357,981	1,066,624	843,655
Gross profit for Residential Properties	46,392	12,876	4,266	3,596	96
Gross profit for Leasing of Properties(1)	–	9,220	31,459	14,661	46,355
Total gross profit	**1,764,257**	**1,369,013**	**1,393,706**	**1,084,881**	**890,106**
Gross margin for Sales of Land (%)	45.62%	41.83%	39.03%	40.53%	39.10%
Gross margin for Residential Properties (%)	12.32%	16.65%	16.87%	16.54%	20.92%
Gross margin for Leasing of Properties (%)(1)	–	61.48%	59.60%	54.22%	57.70%
Total gross margin (%)	**42.59%**	**41.33%**	**39.18%**	**40.48%**	**39.77%**

Note:

(1) Dar Al-Arkan did not account for revenue, cost of sales or gross margins from the Leasing of Properties separately prior to 2011.

The following table sets forth certain additional data relating to the Sales of Land and Residential Properties, for the years ended 31 December 2010, 2011 and 2012 and the nine-month periods ended 30 September 2012 and 2013.

	Year ended 31 December (Audited)			Nine-Month Period ended 30 September (Reviewed)	
	2010	2011	2012	2012	2013
Sales of Land					
Area sold (sq.m.)	6,633,941	6,185,625	6,119,997	4,615,981	4,485,819
Weighted average selling price/sq.m. (SAR)	568	521	568	570	481
Weighted average cost of sales/sq.m. (SAR)	309	303	347	339	293
Residential Properties					
Units sold	450	99	41	34	1
Average selling price of units sold (SAR ’000)	837	781	617	640	459
Average costs of units sold (SAR ’000)	734	651	513	534	363
Residential area sold (sq.m.)	126,499	27,954	9,033	7,490	150
Weighted average selling price/sq.m (SAR)	2,978	2,767	2,807	2,903	3,060

Results of operations for the nine-month period ended 30 September 2013 compared to the nine-month period ended 30 September 2012

Revenue

Revenue for the nine-month period ended 30 September 2013 was SAR 2,238.24 million (U.S.$597.66 million), a 16.49% decrease compared to SAR 2,680.22 million (U.S.$715.68 million) for the nine-month period ended 30 September 2012.

Revenue from Sales of Land for the nine-month period ended 30 September 2013 was SAR 2,157.44 million (U.S.$576.09 million), a 18.01% decrease compared to revenue of SAR 2,631.46 million (U.S.$702.66 million) for the nine-month period ended 30 September 2012. The decrease was principally due to the type and location of the properties sold.

Revenue from Sales of Residential Properties for the nine-month period ended since 30 September 2013 was SAR 0.46 million (U.S.$ 0.12 million), a 97.89% decrease compared to revenue of SAR 21.75 million (U.S.$5.81 million) for the nine-month period ended 30 September 2012. The decrease was principally due to the fact that Dar Al-Arkan sold most of the units available for sale in its Residential and Commercial Projects prior to 1 January 2013 and made only one sale in the nine-month period ended 30 September 2013, compared to 34 residential units sold in the nine-month period ended 30 September 2012.

Revenue from the Leasing of Properties for the nine-month period ended 30 September 2013 was SAR 80.34 million (U.S.$21.45 million), a 197.13% increase compared to revenue of SAR 27.04 million (U.S.$7.22 million) for the nine-month period ended 30 September 2012. The increase was mainly driven by the opening of Al Qasr Mall, the largest mall in Riyadh, in June 2012 and achieving higher occupancy levels in Dar Al-Arkan’s other rental portfolios.

Cost of Sales

The cost of sales for the nine-month period ended 30 September 2013 was SAR 1,348.14 million (U.S.$359.98 million), an 15.50% decrease compared to SAR 1,595.34 million (U.S.$425.99 million) for the nine-month period ended 30 September 2012.

The cost of sales from the Sales of Land for the nine-month period ended 30 September 2013 was SAR 1,313.78 million (U.S.$350.81 million), a 16.04% decrease compared to SAR 1,564.81 million (U.S.$417.84 million) for the nine-month period ended 30 September 2012. The decrease was principally due to the location and the development status of the properties sold.

The cost of sales for the Sales of Residential Properties for the nine-month period ended 30 September 2013 was SAR 0.36 million (U.S.$0.10 million), a 98.00% decrease compared to SAR 18.15 million (U.S.$4.85 million) for the nine-month period ended 30 September 2012.

The cost of sales for the Leasing of Properties for the nine-month period ended 30 September 2013 were SAR 33.99 million (U.S.$90.76 million), a 174.56% increase compared to cost of sales of SAR 12.38 million (U.S.$3.31 million) for the nine-month period ended 30 September 2012. The increase was mainly driven by the opening of Al Qasr Mall in June 2012 and achieving higher occupancy levels in the rental portfolios.

Gross Profit

Gross profit for the nine-month period ended 30 September 2013 was SAR 890.11 million (U.S.$237.68 million), a 17.95% decrease compared to SAR 1,084.88 million (U.S.$289.69 million) for the nine-month period ended 30 September 2012.

Gross profit from the Sales of Land for the nine-month period ended 30 September 2013 was SAR 843.66 million (U.S.$225.28 million), a 20.90% decrease compared to SAR 1,066.62 million (U.S.$284.81 million) for the nine-month period ended 30 September 2012. This decrease was principally due to a decrease in revenue from the Sales of Land in the nine-month period ended 30 September 2013 as compared to the nine-month period ended 30 September 2012 as discussed above.

Gross profit from the Sales of Residential Properties for the nine-month period ended 30 September 2013 was SAR 0.10 million (U.S.$0.03 million), a 97.33% decrease compared to SAR 3.60 million (U.S.$0.96 million) for the nine-month period ended 30 September 2012.

Gross profit from the Leasing of Properties for the nine-month period ended 30 September 2013 was SAR 46.36 million (U.S.$12.38 million), a 216.18% increase compared to the gross profit from the Leasing of Properties of SAR 14.66 million (U.S.$3.91 million) for the nine-month period ended 30 September 2012. This increase was primarily due to the increase of revenue from the Leasing of Properties which was only partially offset by the increase in the cost of sales for the Leasing of Properties, each as discussed above

Income from Operating Activities

Income from operating activities for the nine-month period ended 30 September 2013 was SAR 768.34 million (U.S.$205,16 million), a 20.12% decrease compared to SAR 961.82 million (U.S.$256.83 million) in the nine-month period ended 30 September 2012. This decrease was principally due to lower total revenue for period ended 30 September 2013 when compared to the nine-month period ended 30 September 2012.

Total operating expense for the nine-month period ended 30 September 2013 was SAR 121.76 million (U.S.$32.51 million), a 1.06% decrease compared to SAR 123.06 million (U.S.$32.86 million) for the nine-month period ended 30 September 2012.

Finance Costs

Finance costs for the nine-month period ended 30 September 2013 were SAR 241.13 million (U.S.$64.39 million), a 27.09% increase compared to SAR 189.74 million (U.S.$50.66 million) in the nine-month period ended 30 September 2012. The increase was principally due to the issuance of US$450 million Trust Certificates due 2018 in May 2013 and lower capitalisation of borrowing cost to projects during the nine-month period ended 30 September 2013 as compared to the nine-month period ended 30 September 2012. The weighted average effective annual commission rate on Dar Al-Arkan's local murabaha facilities was 7.4% for the three-month period ended 30 September 2013, a 17.46% increase compared to the weighted average effective annual commission rate of 6.3% for the nine-month period ended 30 September 2012.

Zakat Expense

Zakat expense for the nine-month period ended 30 September 2013 was SAR 13.60 million (U.S.$3.63 million), a 39.82% decrease compared to SAR 22.60 million (U.S.$6.03 million) in the nine-month period ended 30 September 2012. The decrease was principally due to the decrease in the profit before zakat for the period ended 30 September 2013, resulting in less zakat becoming payable for the period.

Net Income

Net income for the nine-month period ended 30 September 2013 was SAR 524.63 million (U.S.$140.09 million), a 37.88% decrease compared to SAR 844.50 million (U.S.$225.50 million) in the nine-month period ended 30 September 2012. This decrease was principally due to the changes in the items discussed above.

Results of Operations for the Year Ended 31 December 2012 Compared to the Year Ended 31 December 2011

Revenue

Total revenue for the year ended 31 December 2012 was SAR 3.56 billion (U.S.$0.95 billion), a 7.55% increase compared to total revenue of SAR 3.31 billion (U.S.$0.88 billion) for the year ended 31 December 2011. This increase was primarily as a result of the increase in Sale of Land revenue.

Revenue from the Sales of Land for the year ended 31 December 2012 was SAR 3.48 billion (U.S.$0.93 billion), an 8.07% increase compared to revenue from the Sales of Land of SAR 3.22 billion (U.S.$0.86 billion) for the year ended 31 December 2011. The increase was due to an increased weighted average selling price per square metre, with a weighted average selling price per square metre of land sold of SAR 568 (U.S.$152) in the year ended 31 December 2012, an increase of 9.2% from the weighted average selling price per square metre of land sold of SAR 521 (U.S.$139) in the year ended 31 December 2011. This increase was primarily due to differences in the location and type of the properties sold during these periods. The increase was partially offset by a marginal decrease in total area of land sold, with 6.1 million square metres of land sold in the year ended 31 December 2012, compared to 6.2 million square metres of land sold in the year ended 31 December 2011.

Revenue from Residential Properties for the year ended 31 December 2012 were SAR 25.29 million (U.S.$6.75 million), a 67.30% decrease compared to revenue from Residential Properties of SAR 77.35 million (U.S.$20.65 million) for the year ended 31 December 2011. This decrease was primarily due to a decrease in the number of residential units sold during the year ended 31 December 2012, with 41 residential units sold for the year ended 31 December 2012, a 58.59% decrease compared to the 99 residential units that were sold in the year ended 31 December 2011. The decrease in the number of residential units sold reflects the fact that less residential units were available for sale in the year ended 31 December 2012, as compared to the year ended 31 December 2011. The decrease in revenue was also a result of the lower average selling price per unit during the year ended 31 December 2012 of SAR 615,450, a 21% decrease compared with the average selling price per unit during the year ended 31 December 2011 of SAR 781,272. The decrease in the average selling price per unit was primarily the result of the differences in the location and the type of villas and apartments sold during these periods.

Revenue from the Leasing of Properties increased substantially in the year ended 31 December 2012 to SAR 52.78 million (U.S.$14.09 million), an increase of 251.87% compared to revenue from the Leasing of Properties of SAR 15.00 million (U.S.$4.01 million) for the year ended 31 December 2011. This increase was primarily due to the growing occupancy ratios of properties in Dar Al-Arkan's residential and commercial projects that have been assigned for lease in the Riyadh and Mecca areas.

Cost of Sales

Total cost of sales for the year ended 31 December 2012 was SAR 2.16 billion (U.S.$0.58 billion), an 11.34% increase compared to total cost of sales of SAR 1.94 billion (U.S.$0.52 billion) for the year ended 31 December 2011. This was primarily due to the increase in the cost of sales for the Sales of Land.

The cost of sales for the Sales of Land for the year ended 31 December 2012 was SAR 2.12 billion (U.S.$0.57 billion), a 13.37% increase compared to the cost of sales for the Sales of Land of SAR 1.87 billion (U.S.$0.50 billion) for the year ended 31 December 2011. The increase was primarily due to the increase the weighted average cost of land. For the year ended 31 December 2012, the weighted average cost of sales per square metre was SAR 347 (U.S.$92), a 14.52% increase compared to SAR 303 (U.S.$81) for the year ended 31 December 2011. This increase was primarily due to development status and geographical locations of such land sold.

The cost of sales for Residential Properties for the year ended 31 December 2012 was SAR 21.03 million (U.S.$5.62 million), a 67.38% decrease compared to the cost of sales for Residential Properties of SAR 64.47 million (U.S.$17.22 million) for the year ended 31 December 2011. The decrease was primarily due to the lower number of units sold during 2012 as compared to 2011.

The cost of sales for the Leasing of Properties for the year ended 31 December 2012 was SAR 21.32 million (U.S.$5.69 million), a 268.86% increase compared to the cost of sales for the Leasing of Properties of SAR 5.78 million (U.S.$1.54 million) for the year ended 31 December 2011. This increase was primarily to the growing occupancy of the properties in Dar Al-Arkan's Residential and Commercial Projects that have been assigned for lease in Riyadh and Mecca.

Gross Profit

Total gross profit for the year ended 31 December 2012 was SAR 1.39 billion (U.S.$0.37 billion), a 1.46% increase compared to total gross profit of SAR 1.37 billion (U.S.$0.37 billion) for the year ended 31 December 2011. This was primarily due to the increase in gross profit from the Sales of Land.

Gross profit from the Sales of Land for the year ended 31 December 2012 was SAR 1.36 billion (U.S.$0.36 billion), a 0.74% increase compared to gross profit from the Sales of Land of SAR 1.35 billion (U.S.$0.36 billion) for the year ended 31 December 2011. This increase was primarily due to an increase in revenue from the Sales of Land in 2012 as compared to 2011 as discussed above.

Gross profit from Residential Properties for the year ended 31 December 2012 was SAR 4.27 million (U.S.$1.14 million), a 66.85% decrease compared to the gross profit from Residential Properties of SAR 12.88 million (U.S.$3.44 million) for the year ended 31 December 2011. This decrease was primarily due to the decrease in the revenue received from Residential Properties, which was only partially offset by the decrease in the cost of sales from Residential Properties, as discussed above.

Gross profit from the Leasing of Properties for the year ended 31 December 2012 was SAR 31.46 million (U.S.$8.40 million), a 241.21% increase compared to the gross profit from the Leasing of Properties of SAR 9.22 million (U.S.$2.46 million) for the year ended 31 December 2011. This increase was primarily due to the increase of revenue from the Leasing of Properties as discussed above which was only partially offset by the cost of sales for the Leasing of Properties, as discussed above.

Income from Operating Activities

Income from operating activities for the year ended 31 December 2012 was SAR 1.22 billion (U.S.$0.33 billion), a 3.94% decrease compared to SAR 1.27 billion (U.S.$0.34 billion) in the year ended 31 December 2011. This was attributable mainly to an increase in operating expenses for year ended 31 December 2012 when compared to the year ended 31 December 2011, mostly due to higher marketing and advertising expenses as well as consultation costs incurred in the year ended 31 December 2012, incurred in connection with the promotion and marketing of Dar Al-Arkan's Land Development Projects and Residential and Commercial Projects. Total operating expense for the year ended 31 December 2012 was SAR 175.80 million (U.S.$46.94 million), a 75.27% increase compared to SAR 100.30 million

(U.S.$26.78 million) in the year ended 31 December 2011. The increase in gross profit during the year ended 31 December 2012 was not sufficient to off-set the increase in operating expenses and therefore the income from operating activities decreased in 2012.

Finance Costs

Finance costs for the year ended 31 December 2012 were SAR 297.57 million (U.S.$79.46 million), a 28.76% increase compared to SAR 231.10 million (U.S.$61.71 million) for the year ended 31 December 2011. This increase was primarily attributed to the Dar Al-Arkan entering into new murabaha financings with local and international banks during the year ended 31 December 2012 at a comparatively higher cost than the finance costs paid on the amounts borrowed in the previous period. The total weighted average effective annual commission rate on Dar Al-Arkan's total financing facilities was 6.71% for the year ended 31 December 2012, a 36.73% increase compared to the weighted average effective annual commission rate of 4.92% during the year ended 31 December 2011.

Zakat Expense

Zakat expense for the year ended 31 December 2012 was SAR 25.43 million (U.S.$6.79 million), a 48.49% decrease compared to SAR 49.37 million (U.S.$13.18 million) for the year ended 31 December 2011. The decrease was directly related to the decrease in the profit before zakat for the year ended 31 December 2012, resulting in less zakat becoming payable.

Net Income

Net income for the year ended 31 December 2012 was SAR 0.99 billion (U.S.$0.26 billion), a 9.17% decrease compared to SAR 1.09 billion (U.S.$0.29 billion) for the year ended 31 December 2011. This decrease was due to the changes in the items discussed above.

Results of Operations for the Year Ended 31 December 2011 Compared to the Year Ended 31 December 2010

Revenue

Total revenue for the year ended 31 December 2011 was SAR 3.31 billion (U.S.$0.88 billion), a 20.05% decrease compared to total revenue of SAR 4.14 billion (U.S.$1.11 billion) for the year ended 31 December 2010. The decrease was mainly due to a 14.48% decrease in revenue from the Sales of Land during the year ended 31 December 2011 as a result of the sale of less land as Dar Al-Arkan concentrated on increasing the profit margin on the land marketed for sale. The decrease also resulted from the 79.47% decrease in revenue from residential properties sales during the year ended 31 December 2011, when compared to the year ended 31 December 2010, primarily as a result of a decrease in the number of finished units that were ready for sale during that year.

Revenue from the Sales of Land for the year ended 31 December 2011 was SAR 3.22 billion (U.S.$0.86 billion), a 14.59% decrease compared to revenue from the Sales of Land of SAR 3.77 billion (U.S.$1.01 billion) for the year ended 31 December 2010. This decrease was mainly due to a decrease in the amount of land sold during the year ended 31 December 2011, with only 6.2 million square metres of land sold, a decrease of 6.06% compared to the 6.6 million of square metres of land sold in the year ended 31 December 2010. This was primarily a result of Dar Al-Arkan concentrating on increasing the profit margin on the land already marketed for sale.

Revenue from Residential Properties for the year ended 31 December 2011 was SAR 77.35 million (U.S.$20.65 million), a 79.47% decrease compared to revenue from Residential Properties of SAR 376.68 million (U.S.$100.58 million) for the year ended 31 December 2010. The decrease was mainly due to the lower number of units sold during the year ended 31 December 2011, with 99 units sold, compared to the 450 units sold in the year ended 31 December 2010, mainly as a function of the fact that fewer units were available for sale during the year ended 31 December 2011. The decrease in revenue from Residential Properties was also due to a decrease in the average selling price per unit for the year ended 31 December

2011, which at SAR 781,272, represented a 6.67% decrease compared with the average selling price per unit of SAR 837,069 for the year ended 31 December 2010. The decrease in the average selling price per unit was primarily the result of differences in the location and the size of the villas and apartments sold during these periods.

Dar Al-Arkan only started to account separately for the revenue from the Leasing of Properties in 2011. Revenue from the Leasing of Properties for the year ended 31 December 2011 was SAR 15.00 million (U.S.$4.01 million).

Cost of Sales

Total cost of sales for the year ended 31 December 2011 was SAR 1.94 billion (U.S.$0.52 billion), an 18.49% decrease compared to total cost of sales of SAR 2.38 billion (U.S.$0.64 billion) for the year ended 31 December 2010. This was primarily the result of a decrease in the cost of sales from the Sales of Land.

Cost of sales for the Sales of Land for the year ended 31 December 2011 was SAR 1.87 billion (U.S.$0.50 billion), a 8.78% decrease compared to the cost of sales for the Sale of Land of SAR 2.05 billion (U.S.$0.55 billion) for the year ended 31 December 2010. This was primarily due to the decline in the total area of land sold during 2011 as compared to 2010, as discussed above.

Cost of sales for Residential Properties for the year ended 31 December 2011 was SAR 64.47 million (U.S.$17.22 million), a 80.48% decrease compared to the cost of sales for Residential Properties of SAR 330.29 million (U.S.$88.19 million) for the year ended 31 December 2010. This decrease in the cost of sales was primarily due to a decrease in the number of units sold in 2011 as compared to 2010.

Dar Al-Arkan only started to account separately for the cost of sales in respect of the Leasing of Properties in 2011. Cost of sales from the Leasing of Properties was SAR 5.78 million (U.S.$1.54 million) for the year ended 31 December 2011.

Gross Profit

Total gross profit for the year ended 31 December 2011 was SAR 1.37 billion (U.S.$0.37 billion), a 22.16% decrease compared to the total gross profit of SAR 1.76 billion (U.S.$0.47 billion) for the year ended 31 December 2010. This was primarily a result of a decrease in gross profit from the Sales of Land.

Gross profit from the Sales of Land for the year ended 31 December 2011 was SAR 1.35 billion (U.S.$0.36 billion), a 21.51% decrease compared to gross profit from the Sales of Land of SAR 1.72 billion (U.S.$0.46 billion) for the year ended 31 December 2010. This decrease was due to the decrease in the revenue from the Sales of Land, which was only partially off-set by the corresponding decrease in the cost of sales from the Sales of Land, as discussed above.

Gross profit from Residential Properties for the year ended 31 December 2011 was SAR 12.88 million (U.S.$3.44 million), a 72.24% decrease compared to gross profit from Residential Properties of SAR 46.39 million (U.S.$12.39 million) for the year ended 31 December 2010. This decrease was due to the decrease in revenue for Residential Properties, which were only partially off-set by the decrease in the cost of sales for Residential Properties as discussed above.

Dar Al-Arkan only started to account separately for gross profit in respect of the Leasing of Properties in 2011. Gross profit for the Leasing of Properties was SAR 9.22 million (U.S.$2.46 million) for the year ended 31 December 2011.

Income from Operating Activities

Income from operating activities for the year ended 31 December 2011 was SAR 1.27 billion (U.S.$0.34 billion), a 22.56% decrease compared to SAR 1.64 billion (U.S.$0.44 billion) for the year ended 31 December 2010. Despite the decline in operating expenses as a result of lower marketing and advertising costs in addition to lower payroll-related costs, the larger decline in gross profit resulted in a decrease in Income from Operating Activities.

Financing Costs

Net financing costs were SAR 231.10 million (U.S.$61.71 million) for the year ended 31 December 2011, a 3.37% decrease compared to SAR 239.16 million (U.S.$63.86 million) for the year ended 31 December 2010. While total debt decreased during this period by SAR 329.35 million (U.S.$87.94 million), net financing costs increased as a result of the increase in the weighted average effective commission rate on Dar Al-Arkan's local murabaha facilities, with the weighted average commission rate of 4.9% for the year ended 31 December 2011, a 6.52% increase compared to the weighted average commission rate of 4.6% during the year ended 31 December 2010.

Zakat Expense

Zakat expense for the year ended 31 December 2011 was SAR 49.37 million (U.S.$13.18 million), an 82.85% increase compared to SAR 27.00 million (U.S.$7.21 million) for the year ended 31 December 2010. This was primarily due to the increase in current assets, which is a principal element in the zakat calculation, at the end of year 2011 compared to as at 31 December in 2010.

Net Income

Net income for the year ended 31 December 2011 was SAR 1.09 billion (U.S.$0.29 billion), a 25.34% decrease compared to SAR 1.46 billion (U.S.$0.39 billion) for the year ended 31 December 2010. This was primarily due to was principally due to the changes in the items discussed above.

Liquidity and Borrowings

Liquidity

Dar Al-Arkan operates a capital intensive business and requires significant amounts of cash to satisfy its working capital and capital expenditures requirements, as well as to meet its debt obligations. In addition, the relative lack of ''off-plan'' and ''pre-finished'' home sales in the Kingdom requires Dar Al-Arkan to rely on cash generated from the Sales of Land, Sales of Residential Properties and funds from external financings to fund its Residential and Commercial Projects.

Prior to 2007, Dar Al-Arkan primarily relied on cash from operations to meet its working capital and capital expenditure requirements. Since 2007, Dar Al-Arkan has relied on a combination of cash from operations and financings from domestic banks and the domestic and international capital markets to fund the expansion of its operations.

For the next twelve months, management believes that cash from the sources discussed above will be sufficient to fund Dar Al-Arkan's working capital needs and scheduled repayment of debts maturing during the year. However, Dar Al-Arkan may obtain additional funding to meet its medium to long term debt obligations, to fund the planned development of the Shams Ar-Riyadh and Shams Al-Arous Master-Planned Communities and capital expenditures relating to its other development projects and to support the future growth of its business.

Borrowings

Overview

All financing transactions entered into by Dar Al-Arkan are Sharia-compliant. As of 30 September 2013, the total indebtedness of Dar Al-Arkan amounted to SAR 5.63 billion (U.S.$1.50 billion) compared to total indebtedness of SAR 4.38 billion (U.S.$1.17 billion) as of 30 September 2012, an increase of 28.34%, primarily as a result of the issuance of a U.S.$450 million sukuk due 2018 in May 2013..

As of 30 September 2013, the outstanding indebtedness of Dar Al-Arkan was made up of U.S.$450 million international U.S. dollar-denominated sukuk due 2015, U.S.$450 million international U.S. dollar-denominated sukuk due 2018, and a SAR 750 million (U.S.$200.27 million) as a local Riyal-denominated Sukuk and SAR 1.58 billion (U.S.$421.68 million) as short and medium term Islamic murabaha financing facilities from local and international banks. As of 30 September 2013, Sukuk financing accounted for 71.94% of Dar Al-Arkan's total indebtedness.

The following table sets out a breakdown of the outstanding indebtedness (by type of financing and scheduled maturity date) of Dar Al-Arkan as of 30 September 2013:

Description	Amount outstanding (U.S.$ millions)	Maturity
Capital Markets Issuances		
Sukuk III	200	2014
Sukuk IV	450	2015
Sukuk V	450	2018
Total Capital Markets Issuances	1,100	
Murabaha Facilities		
Islamic Murabahas expiring 2014	45	2014
Islamic Murabahas expiring 2015	225	2015
Islamic Murabahas expiring 2016	152	2016
Total Murabaha Facilities	422	

Sukuk

As of 30 September 2013, Dar Al-Arkan had three sukuk outstanding, a SAR 750 million (U.S.$200.27 million) local Riyal-denominated floating rate sukuk due 2014 which was issued in May 2009 (**Sukuk III**), U.S.$450 million 10.75% Trust Certificates due 2015 issued in February 2010 (Sukuk IV) and U.S.$450 million floating rate Trust Certificates due 2018 issued in May 2013 (Sukuk V). Outstanding amounts under the Sukuk III bear finance charges of three-month SIBOR plus 4.00%. Sukuk IV was the first Sukuk issuance from the Kingdom to be marketed in the United States pursuant to Rule 144A of the United States Securities Act of 1933, as amended and is listed on the London Stock Exchange. Sukuk V was listed on the Irish Stock Exchange.

Dar Al-Arkan has also previously raised funds in two prior international offerings of Sukuk, both in 2007, in aggregate principal amounts of SAR 2.25 billion (U.S.$600 million) (**Sukuk I**) and SAR 3.75 billion (U.S.$1 billion) (**Sukuk II**), respectively. Sukuk I was redeemed in full on maturity on 7 March 2010 and Sukuk II was redeemed in full on maturity on 16 July 2012.

Bank Financing Facilities

Dar Al-Arkan has also entered into a number of financing facilities with domestic and international banks. This represents the bilateral Murabaha facilities secured against certain real estate properties, in the form of Islamic Murabaha, letters of guarantee and letters of credit. These facilities comprise of long-term and short-term tenures ranging from 6 months to 4 years with various repayment schedules including annual rolling revolvers, bullet payments and instalment repayments ranging from monthly, quarterly and half yearly.

Under Dar Al-Arkan's current Sukuk and bank facility finance documents it is bound by certain financial covenants. Failure to comply with these financial covenants could result in the early redemption of the Sukuk or termination of the facility and the acceleration of the payment of outstanding amounts.

The below table is a summary of the outstanding Murabaha facilities that have been entered into by Dar Al-Arkan:

Maturing in	Short Term Outstanding*	Long Term Outstanding**	Total Amount Outstanding
		(SAR '000)	
2014	167,143	–	167,143
2015	377,727	466,204	843,931
2016	157,500	410,625	568,125
Total	**702,370**	**876,829**	**1,579,199**

Notes:

* "Short Term Outstanding" comprises debt with a maturity date of less than one year

* "Long Term Outstanding" comprises debt with a maturity date of more than one one year (but not greater than five years) from 30 September 2013

As at the date of this Base Prospectus, Dar Al-Arkan and its subsidiaries are in compliance with all applicable financial covenants set out in their financing agreements.

Sources and Uses of Cash

The following table sets out Dar Al-Arkan's cash and cash equivalents as of the beginning and end of the periods presented and cash flows for the periods presented:

	For the year ended 31 December (Audited)		
	2010	2011	2012
		SAR '000)	
Net cash from operating activities	1,006,322	2,509,502	90,733
Net cash from/(used in) investing activities	(398,513)	(844,601)	980,402
Net cash used in financing activities	(1,642,791)	(347,640)	(3,041,138)[1]
Increase/(decrease) in cash and cash equivalents	(1,034,982)	1,317,261	(1,970,003)
Cash and cash equivalents at beginning of year	2,223,495	1,188,513	2,505,774
Cash and cash equivalents at end of year	1,188,513	2,505,774	535,771

Note:

(1) This does not included SAR 7,397 from related parties.

Cash and cash equivalents decreased in the year ended 31 December 2012 to reach SAR 535.77 million (U.S.$143.06 million) as at 31 December 2012 compared to SAR 2.51 billion (U.S.$0.67 billion) and SAR 1.19 billion (U.S.$0.32 billion) as at 31 December 2011 and 2010 respectively. This decrease during 2012 was due mainly as a result of the repayment of Sukuk II on 16 July 2012 (which was funded in part through cash reserves). The increase in cash and cash equivalents in 2011 compared to 2010 was primarily due to higher cash flow from operating activities as discussed below.

Net Cash From/(Used in) Operating Activities

Net cash from operating activities was SAR 90.73 million (U.S.$24.23 million) for the year ended 31 December 2012, compared to net cash from operating activities of SAR 2.51 billion (U.S.$0.67 billion) and SAR 1.01 billion (U.S.$0.27 billion) for the years ended 31 December 2011 and 2010, respectively. The difference in net cash from operating activities in the year ended 31 December 2012 compared to the years ended 31 December 2011 and 2010 was primarily due to lower revenue generated in 2012.

Net Cash From/(Used in) Investing Activities

Net cash from investing activities was SAR 980.40 million (U.S.$261.79 million) for the year ended 31 December 2012, compared to net cash used in investing activities of SAR 844.60 million (U.S.$225.53 million) and SAR 398.51 million (U.S.$106.41 million) for the years ended 31 December 2011 and 2010, respectively. The positive cash flow from investing activities for year ended 31 December 2012 compared to the year ended 31 December 2011 was primarily due to a strategic sale of non-core investments in associates in order to focus on the investment and development of the Dar Al-Arkan's core-real estate activities. The lower net cash used in investing activities for year ended 31 December 2011 compared to the year ended 31 December 2010 was the result of the Dar Al-Arkan's strategy of building cash reserves in order to meet its financing obligations, principally the repayment of Sukuk II in July 2012, which resulted in lower investment in projects under progress and other investments during the year ended 31 December 2011 as compared to the year ended 31 December 2010.

Net Cash From/(Used in) Financing Activities

Net cash used in financing activities was SAR 3.04 billion (U.S.$0.81 billion) for the year ended 31 December 2012, compared to net cash used in financing activities of SAR 347.64 million (U.S.$92.83 million) for the year ended 31 December 2011 and SAR 1.64 billion (U.S.$0.44 billion) for the year ended 31 December 2010. The higher net cash used in financing activities in the year ended 31 December 2012 resulted from net negative change on received and repaid financing during 2012 to an amount of SAR 3.03 billion, which resulted in a decrease in overall debt with the abovementioned value. The lower net cash used in financing activities for the year ended 31 December 2011 as compared to the year ended 31 December 2010 was mainly due to the non-payment of any dividend for year ended 31 December 2011, compared to the payment of dividends for the year ended 31 December 2010.

Summary of Contractual Obligations

The following table summarises Dar Al-Arkan's contractual obligations as of 30 September 2013, and also indicates in which future periods payments under these obligations will come due.

Contractual Obligations (SAR 000)	Total	< 1 year	1-5 years
Borrowings*	5,704,199	1,452,370	4,251,829
Operating Lease Obligations**	1,136	272	864
Total***	5,705,335	1,452,642	4,252,693

* Represents payment obligations relating to Sukuk III, Sukuk IV and Sukuk V and other debt facilities of Dar Al-Arkan and excludes future profit payments associated with these borrowings. These borrowings are subject to various restrictive covenants under which the timing of payment may be accelerated in the case of non-compliance.

** Represent minimum lease payment under non-cancellable operating lease rentals.

*** Excludes the contractual obligations related to the development of Dar Al-Arkan's current projects, as these contracts may be terminated at will by Dar Al-Arkan. Also, excludes end of service obligations as timing of these payment cannot be determined.

Capital Expenditures

For the years ended 31 December 2011 and 2012, Dar Al-Arkan made capital expenditures in amounts of SAR 1.84 billion (U.S.$491.32 million) and SAR 2.87 billion (U.S.$766.36 million), respectively. These capital expenditures related to the development of Dar Al-Arkan's projects and the acquisition of land for future projects. Dar Al-Arkan funded these capital expenditure requirements with cash from operations, the proceeds from Sukuk IV and funds from its other current debt facilities.

As of 31 December 2012, Dar Al-Arkan had capital expenditure commitments of SAR 107 million (U.S.$28.57 million), principally relating to the development of Shams Ar-Riyadh Master Planned Communities. Management expects Dar Al-Arkan to make a total of SAR 2.91 billion (U.S.$777 million) of capital expenditures during 2014, principally relating to purchase and development of land as well as in connection with the Shams Ar-Riyadh project. Dar Al-Arkan intends to fund these capital expenditures with a combination of cash from operations, its current and planned debt facilities including the proceeds from the offering of Certificates under this Programme.

Critical Accounting Policies

In preparing its consolidated financial statements, management must make estimates and assumptions that affect the amounts reported and related disclosures. Several of these estimates and judgments are related to matters that are inherently uncertain as they pertain to future events. These estimates and judgments are evaluated at each reporting date and are based on historical experience, internal controls, advice from external experts and other factors, including expectations of future events that are believed to be reasonable under the circumstances. The resulting accounting estimates may vary from the actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial period are discussed below:

Revenue Recognition

Dar Al-Arkan recognises revenue on its development properties when the significant risks and rewards of ownership transfer to the buyer, which it has assessed to be at the time of legal completion of the sale or unconditional exchange.

With respect to Land Development Projects, Dar Al-Arkan receives an initial deposit with the balance being paid on a deferred basis, which typically does not exceed three months. Dar Al-Arkan recognises the full amount of the consideration at the time the sale contract is signed.

With respect to sales of residential units on Residential and Commercial Projects, Dar Al-Arkan typically receives an initial deposit on the signature of the sales contact and a final payment on delivery of the units. Revenue from the sale of residential units is only recognised when the completed unit is delivered to the purchaser, and not when Dar Al-Arkan receives any part of the cash consideration. Completed units are considered to be delivered when the purchaser takes possession after construction is completed. Dar Al-Arkan recognises revenue from rental income on a straight line basis over the lease term.

Recognition of Cost of Sales

Dar Al-Arkan has developments which typically contain a number of individual projects within each development. In order to determine cost of sales related to properties or units sold during the period, management must estimate to average the costs of the entire development, including infrastructure costs and overall construction costs. These costs must then be allocated to each project within the development and each unit within a project. These estimates are reviewed regularly on a profit per project basis and revised as necessary. Any significant change in these estimates may result in additional costs being recorded in future periods related to revenue recognised in a prior period.

Classification of Properties

Dar Al-Arkan's properties are classified as either development properties or investment properties. Management has made various judgments to determine whether a property qualifies as an investment property (properties held to earn rentals and/or for capital appreciation) or as a development property that comprises properties held for sale, developed land held for sale, property projects under construction, Land Development Projects under development and land awaiting development. In making its judgment, management considers its intended use of property. When management determines that certain investment properties will be disposed of, their carrying cost will be transferred to development properties as long as they are under development and not generating revenue. Further, at each reporting date management categorises individual projects as long term or short term depending on its estimated completion date. If a completion date is expected to be within a year of the balance sheet date, the project is classified as current.

Investment Properties

Investment properties, which are properties held to earn rentals and/or for capital appreciation, are stated at cost less accumulated depreciation and any recognised impairment loss. Depreciation is charged so as to write off the cost less estimated residual value of assets, other than land and properties under construction, over their estimated useful lives, using the straight-line method, on the following basis:

Building 3%

Gains or losses arising from the retirement or disposal of investment properties being the difference between the net disposal proceeds and carrying value are included in the consolidated statement of comprehensive income for the year of the retirement/disposal except those that relate to sale and leaseback arrangements.

Carrying Value of Development Properties

Dar Al-Arkan's principal activity is currently the development and sale of Land Development Projects and the development of Residential and Commercial Projects and the sale of residential units on such projects. Due to the nature of this activity, much of the development is speculative in nature. Accordingly, the balance sheet as of 30 September 2013 reflects current assets that are not covered by forward sales contracts.

Dar Al-Arkan assesses the net realisable value of its investment properties and its development properties at each reporting date. This assessment is based on a profit per project basis and compares the carrying and future costs to the expected selling price per unit based on historical activities. As a result of this process, there have been no instances where the estimated net realisable value of the site was less than its current carrying value within the balance sheet. A change of these estimates in the future could have an impact on the valuation of the development properties.

OVERVIEW OF THE KINGDOM

The information in this section has been derived from a number of different identified sources. The Trustee and Dar Al-Arkan confirm that such information has been accurately reproduced and that, so far as they are aware, and are able to ascertain from the information published by each of the relevant sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Background

The Kingdom of Saudi Arabia, situated in the south-western part of Asia, comprises almost four-fifths of the Arabian Peninsula, an area approximately one-third the size of the continental United States. The Kingdom is the largest country in the Gulf Cooperation Council (the **GCC**) and the second–largest Arab country. The modern Kingdom was declared in 1932 by King Abdul Aziz ibn Abdul Rahman Al Saud. The capital of the Kingdom is Riyadh.

Since the discovery of oil fields in the eastern region along the coast of the Arabian Gulf in 1938, the Kingdom has experienced rapid growth and is now a leading producer of oil and natural gas. As of the end of 2011, the Kingdom possessed proven oil reserves of 265.4 billion barrels, representing 16.1% of the world's proven oil reserves as at that date, according to the BP Statistical Review of World Energy (June 2012) (the **BP Report**).

The Kingdom is one of the largest free market economies in the GCC accounting for 42.81% of the combined GDP of the GCC countries in 2011, according to the SAMA report. The Kingdom has a history of economic stability and a modern infrastructure. Since 2005, the Kingdom has gained membership in the World Trade Organisation (the **WTO**). The Kingdom joined the Group of Twenty (the G20) in April 2009.

Geography

The Kingdom occupies an area of 1,960,582 square kilometers. Its geography is dominated by the Arabian Desert and associated semi-deserts and shrub land. The Kingdom is bordered by Jordan and Iraq in the north and northeast by Kuwait, Qatar and the United Arab Emirates in the east, by Oman in the southeast, and by Yemen in the south. It is connected to Bahrain by the King Fahd causeway.

The Kingdom has five geographical regions:

- Eastern Province, the industrial heart of the Kingdom's oil fields and associated industries, containing the cities of Jubail, Al Khobar, Dhahran and Dammam;
- Central Province, containing the city of Riyadh, the capital and the seat of the government;
- Western Province, bordering the Red Sea and containing the holy cities of Makkah and Madinah, the major commercial city of Jeddah and the industrial city of Yanbu;
- Northern Province, a sparsely populated region containing the cities of Tabuk and Hail; and
- South West Province, a mountainous region containing the city of Abha and the port of Jizan.

Most of the Kingdom consists of arid or semi-arid land. Uninhabitable desert covers nearly half of the country. Less than 2% of Saudi land is classified as arable, and less than 1% of the country's land is dedicated to permanent crops, according to the eighth five-year development plan (2005 to 2009) approved by the Council of Ministers (the **Eighth Development Plan**).

Government and Legal Framework

The Kingdom is a monarchy with a political system rooted in the traditions and religion of Islam. The King is both the head of state and the head of the government. Its constitution, the Basic Law issue by Royal Decree number A/90 and dated 27/08/1412H (corresponding to 02/03/1992G), specifies that the King must be chosen from among the sons of the first King, Abdul-Aziz bin Saud, and their male descendants. In 2006 the Allegiance Council was established, comprised of (i) King Abdul-Aziz bin Saudi's surviving sons; (ii) one son of each deceased/disabled son of King Abdul-Aziz bin Saud and (iii) one son of the King and one son of the Crown Prince, both appointed by the King, to determine which member of the royal family will be the next King and the next Crown Prince.

The King controls the legislative, executive, and judicial bodies and royal orders and royal decrees that together form the basis of the Kingdom's legislation. The King is also the Prime Minister, and he presides over the Council of Ministers (Majlis al-Wuzara), which was established by Royal Decree in 1953 and comprises the first deputy Prime Minister and 23 Ministers with portfolios and five Ministers of State. The King makes appointments to and dismissals from the Council of Ministers. The Council of Ministers is responsible for, among other things, executive and administrative matters such as foreign and domestic policy, defence, finance, health and education. The King and executive officials at the local, provincial and national levels also hold regular meetings, which are open to members of the public (majalis) and where members of the public may discuss issues and raise grievances.

Since the founding of the modem Kingdom in 1932, and in accordance with the Basic Law of Governance in Saudi Arabia adopted by Royal Order in 1992 (the **Basic Law**), Sharia (Islamic law) has been the pillar and source of the Kingdom's basic system of government, and is the paramount body of law in the Kingdom.

The Sharia is comprised of a collection of fundamental principles derived from a number of different sources, which include the Holy Qu'ran and the Sunnah (the witnessed sayings and actions of the Prophet Mohammed). In addition to the Sharia, Saudi Arabian law is also derived from enacted legislation that may not conflict with Sharia principles. Legislation is enacted in various forms, the most common of which are Royal Orders, Royal Decrees, Council of Ministers' resolutions, High Orders, ministerial resolutions and ministerial circulars having the force of law. All such laws and regulations are ultimately subject to, and may not conflict with, the Sharia, and each Saudi Arabian court or other adjudicatory authority is required to interpret such legislation accordingly.

In 1992, in conjunction with the promulgation of the Basic Law, the Law of Provinces and the Law of Majlis Al-Shura (the **Consultative Council**) were introduced. The Consultative Council has the authority to draft, review and debate legislation, which is then presented to the Council of Ministers for approval. Legislation approved by the Council of Ministers only acquires the force of law once the King has issued his approval by way of a Royal Decree. However, the Council of Ministers or the relevant Government ministry or authority may be delegated the power to enact further "executive regulations", that govern the implementation of such legislation.

In 1993, executive regulations for the Law of the Council of Ministers were introduced and, in 2003, the cabinet approved procedures for the election of half of the members of the municipal councils. In 2011, the King announced that women would be allowed to stand for election to, and vote for the members of, the municipal councils in 2015.

The Kingdom's judicial system is composed of Sharia courts of general jurisdiction, a system of administrative courts known as the Board of Grievances and various adjudicatory or semi-judicial committees with special jurisdiction over matters such as banking transactions, securities regulation, intellectual property, labour disputes, electricity industry disputes and medical malpractice. The Board of Grievances also holds jurisdiction over general commercial disputes. Saudi Arabian judges enjoy wide discretionary power in deciding disputes and many areas of law, including civil and commercial law, remain uncodified. Saudi Arabian judges are not bound by judicial precedent. Though efforts have been made to record and publish selected samples of judicial decisions, the vast majority of court decisions in Saudi Arabia are not published or available to the public.

In 2007, judicial reforms were announced, including the establishment of courts of appeal and two supreme courts as well as the merger of most special adjudicatory committees into the general Sharia courts, though exceptions were made for certain adjudicatory committees. The main committees which were exempted from these reforms are: (i) the Committee for the Resolution of Banking Disputes, which operates under the aegis of the Saudi Arabian Monetary Agency (**SAMA**), (ii) the Committee for the Enforcement of the Banking Control Law, which also operates under the aegis of SAMA, (iii) the Committee for the Resolution of

Securities Disputes, which operates under the aegis of the Capital Market Authority (the **CMA**) and (iv) the Committee for Resolution of Custom Duties Disputes. The 2007 reforms also included the transfer of jurisdiction over commercial disputes from the Board of Grievances to the general Sharia courts. However, with the exception of the establishment of the courts of appeal and the two supreme courts, most of these reforms are yet to be put into practice.

Provinces and Regional Governance

For administrative purposes, the Kingdom is divided into 17 provinces or regions. Each region is led by a governor assisted by a deputy governor. Each governor reports to the Minister of Interior. Each province has its own council that advises the governor and deals with the development of the province. Each region has its own capital city as follows:

- Riyadh Region: Riyadh;
- Makkah Region: Holy City of Makkah;
- Madinah Region: Holy City of Madinah;
- Qasim Region: Buraidah;
- Eastern Region: Dammam;
- Asir Region: Abha;
- Tabuk Region: Tabuk;
- Hail Region: Hail;
- Northern Border Region: Ar'ar;
- Jizan Region: Jizan;
- Najran Region: Najran;
- Al-Baha Region: Al-Baha; and
- Al-Jouf Region: Sakakah.
- Jizan Region: Jizan;
- Najran Region: Najran;
- Al-Baha Region: Al-Baha; and
- Al-Jouf Region: Sakakah.

The following map of the Kingdom shows its division into the respective provinces:

Membership of International Organisations

The Kingdom is a member of various international organisations including, inter alia, the United Nations, the Arab League, the International Monetary Fund (the **IMF**), the World Bank, the Islamic Development Bank, the WTO, the G-20, the Organisation of Petroleum Exporting Countries (**OPEC**), and the Organisation of the Islamic Conference.

In December 2005, after 12 years of negotiations, the Kingdom became the 149th member of the WTO. The Kingdom enacted over 40 new trade related laws, established nine new regulatory bodies and signed 38 bilateral trade agreements in order to prepare for its membership.

The Kingdom made major commitments in many trade related areas in order to support its membership bid, including tariff reduction and the opening of the service sectors to greater foreign participation, and to implement all WTO rules upon membership without recourse to transition periods. In light of its WTO commitments, the Kingdom endeavours to encourage foreign investment opportunities, a greater transparency in trade matters, legal recourse for trade partners, intellectual property rights protection as well as elimination of technical barriers to trade.

The Kingdom also agreed to join several sector initiatives upon accession to lower tariffs and other trade barriers for telecommunications services, information technologies, pharmaceuticals, civilian aircraft and parts, and chemicals.

Gulf Cooperation Council

The GCC was formed in 1981 to provide a basis for the economic integration of the Gulf States. The members are the Kingdom, Bahrain, Kuwait, Oman, Qatar and the United Arab Emirates. On 1 January 2003, the GCC member states implemented a customs union. The GCC has announced plans to move toward further economic integration and to study the possibility of monetary and economic union.

Economic Overview

The Kingdom's economy is primarily hydrocarbon-based and it is the largest economy in the GCC, representing 42.81% of the combined GDP of the GCC countries in 2011, according to the SAMA Report. In 2012, 88.5% of budget revenues and 87.1% of export earnings came from the Kingdom's oil industry. The oil industry comprised 52.3% of the Kingdom's GDP in 2011, with an additional 26.0% derived from the private sector. The Kingdom's proven reserves of oil remained substantially unchanged at 265.4 billion barrels at the end of 2011. However, the Kingdom's proven reserves of natural gas rose by 1.2% to 283.1 trillion standard cubic feet at the end of 2010 compared to 279.7 trillion standard cubic feet at the end of 2009 (source: SAMA Report, data for 2011 is provisional).

The table below shows the Kingdom's crude oil production and exports for each of 2009, 2010 and 2011:

	2009	**2010**	**2011**
		(million barrels)	
Total crude oil production	2,987.3	2,980.4	3,398.5
Daily average crude oil production	8.2	8.2	9.3
Total crude oil exports	2,287.7	2,425.1	2,634.6

Source: The SAMA Report. Data for 2012 is not currently available and data for 2011 is provisional.

As the Kingdom's most important export, any change in oil prices significantly affects various macroeconomic indicators, including balance of payments and GDP. Historically, the price of oil has been volatile. The average nominal price per barrel of Arabian Light oil was U.S.$77.75 in 2010 and U.S.$107.80 in 2011 according to the SAMA Report. Such volatility in oil prices may continue in the future. The following table sets out nominal and real oil prices (base year 1970):

Year	Average Nominal Oil Price Arabian Light	North Sea (Brent)	Average Real Oil Price* Arabian Light	North Sea (Brent)
2000	26.81	28.44	5.53	5.87
2001	23.06	24.46	4.62	4.90
2002	24.32	25.03	4.79	4.93
2003	27.69	28.81	5.35	5.56
2004	34.53	38.23	6.54	7.24
2005	50.15	54.37	9.31	10.09
2006	61.05	65.14	11.10	11.84
2007	68.75	72.55	12.24	12.92
2008	95.16	97.37	16.31	16.69
2009	61.38	61.68	10.38	10.43
2010	77.75	79.51	12.83	13.12
2011	107.80	111.53	17.55	18.13

* Real Prices have been calculated by the Consumer Price Index in Industrial Countries

(Source: SAMA Report)

Oil prices increased in 2010 and 2011 which contributed to an increase in gross domestic product (GDP) at current prices (including import duties) of 21.0% from SAR 1,412.6 billion in 2009 to SAR 1,709.5 billion in 2010 and of 31.0% to SAR 2,239.1 billion in 2011. The table below shows the Kingdom's nominal GDP and related growth rates and the GDP at constant 1999 prices and related growth rates for 2006 to 2011.

	2006	2007	2008	2009	2010	2011
	(SAR billion, except percentages)					
Nominal GDP	1,335.6	1,442.6	1,786.1	1,412.6	1,701.7	2,239.1
Nominal GDP growth	12.9%	8.0%	23.8%	20.9%	21.0%	31.0%
Real GDP	786.3	802.2	836.1	836.9	879.8	941.8
Real GDP growth	3.1%	2.0%	4.2%	0.6%	5.1%	7.1%

Sources: The SAMA Report. Data for 2011 is provisional. Data for 2006 and 2007 extracted and derived from the Forty Seventh Annual Report, The Latest Economic Developments 1433H (2012G), prepared by the Research and Statistics Department of SAMA.

The oil sector's contribution to GDP grew by 31.7% from SAR 662.2 billion in 2009 to SAR 872.2 billion in 2010 and by 47.7% to SAR 1,288.6 billion in 2011, and the GDP contribution of the non-oil sector at current prices grew by 11.6% from SAR 737.5 billion in 2009 to SAR 822.9 billion in 2010 and by 13.4% to SAR 933.2 billion in 2011. According to the SAMA Report, GDP at current prices (including import duties) recorded a rise of 31% to SAR 2,239.1 billion in 2011 from SAR 1,701.7 billion in 2010. The following table sets out the allocation of nominal GDP by institutional sectors (at producers' values at current prices) from 2000 to 2011:

Year	Oil Sector	Non-Oil Private Sector	Non-Oil Government Sector	GDP Excluding Import Duties	Import Duties	GDP Including Import Duties	Growth Rate
				(SAR million, except percentages)			
2000	289,165	264,873	142,969	697,007	9,650	706,657	17.1%
2001	255,509	275,118	148,536	679,163	7,133	686,296	(2.9)%
2002	263,511	285,682	150,487	699,680	7,386	707,067	3.0%
2003	330,389	298,985	167,187	496,561	8,087	804,648	13.8%
2004	424,104	321,299	184,543	929,946	8,825	938,771	16.7%
2005	618,291	346,487	207,621	1,172,399	10,115	1,182,514	26.0%
2006	720,664	373,991	229,901	1,324,556	11,025	1,335,581	12.9%
2007	788,823	404,963	236,984	1,430,771	11,801	1,442,572	8.0%
2008	1,081,226	440,263	249,714	1,771,203	14,940	1,786,143	23.8%
2009	662,212	453,811	283,677	1,399,701	12,895	1,412,596	(20.9)%
2010*	872,162	495,361	327,516	1,695,039	14,669	1,701,709	21.0%
2011**	1,288,599	568,017	365,157	2,221,773	17,300	2,239,073	31.0%

* Revised

** Provisional

(Source: SAMA Report)

The following table shows the contribution by economic sector to the Kingdom's real GDP at constant 1999 prices from 2006 to 2011:

Economic Activity	2006	2007	2008	2009	2010*	2011**	% Change
			(SAR million, except percentages)				
Agriculture, Forestry & Fishing	38,748	39,466	39,731	39,536	39,986	41,086	2.8%
Mining and Quarrying	218,993	219,626	219,065	200,131	204,436	213,571	4.4%
Manufacturing	92,382	98,389	103,509	105,100	111,759	125,931	12.7%
Electricity, Gas and Water	12,629	13,142	14,018	14,973	16,161	17,003	5.2%
Construction & Building ..	54,559	56,799	57,629	57,982	62,518	69,843	11.7%
Wholesale & Retail Trade, Restaurants & Hotels	62,989	66,893	71,212	72,992	79,190	84,792	7.1%
Transport, Storage & Communication	45,160	49,766	55,822	59,946	65,137	72,063	10.6%
Finance, Insurance, Real Estate & Business Services	98,539	102,320	104,781	107,517	109,201	112,529	3.0%
Community, Social & Personal Services	29,502	30,297	31,028	32,267	34,171	37,390	9.4%
Less: Imputed Bank Services Charge	15,395	15,508	15,528	15,869	16,060	16,376	2.0%
Producers of Government Services	139,142	141,821	145,210	152,510	162,926	173,261	7.1%
Import Duties	9,100	9,398	9,655	9,853	10,259	10,756	4.8%
Gross Domestic Product (GDP)	**786,348**	**802,211**	**836,133**	**836,938**	**879,784**	**941,849**	**7.1%**

* Revised

** Provisional

(Source: SAMA Report)

- ***Non-Oil Development***

The Government, aware of its reliance on the oil and gas sector and the cyclicality that it lends to government finances, has indicated an intention to diversify the Kingdom's economy and support large-scale industrialisation, creating employment opportunities for Saudi nationals and introducing sustainable economic growth. Industries from mining and minerals to downstream petrochemicals and automotive are being aggressively promoted by the Government through its economic reforms and incentives. As a result, the non-oil sector grew by 8%, at constant prices, in 2011 as compared to 6.2% during the preceding year, according to SAMA report. Some non-oil sectors, such as steel, aluminium and cement, are witnessing large-scale expansions as part of these efforts.

The Government has announced its intention to double economic growth in the Kingdom by 2024. This has led to significant investments by the Government in the manufacturing sector.

- ***Building and Construction***

Construction on a stand-alone basis remains one of the largest non-oil sectors in the Kingdom and the recent increase in oil prices has led to increased government and private sector construction projects, further boosting the construction industry. According to the SAMA Report, the construction and building sector, at constant prices, grew by 11.7% in 2011.

Demand for housing: The Saudi and expat population of the Kingdom is expected to increase at an annual average between 1.5% and 2% between 2011 and 2014 according to "Kuwait Financial Centre (Markaz), MENA Real Estate Research – November 2012" report. This growth in the population is expected to increase demand for housing. The Government has targeted the construction of one million housing units to meet 80% of the expected demand for this housing, 775,000 of which is expected to be built by the private sector;

Growth in the non-residential building sector: The non-residential building section has also witnessed major growth due to the increased government spending on infrastructure development projects. The Government has indicated that it plans to spend significant funds on major projects such as roadways, railways, new ports, and economic cities; and

The Government projects an average annual growth rate of 7.2% in the building and construction sector during the Ninth Development Plan, compared to 4.7% recorded during the Eighth Development Plan. According to the Ninth Development Plan, it is expected that the contribution of the construction and building sector to the Kingdom's GDP will reach 7.8% in 2014, compared to 7.1% in 2009.

With the growth in construction activity across the Kingdom, the building materials industry has also expanded. Over the period of the Eighth Development Plan, imports of building materials increased at an average annual rate of 14.7%, while exports grew at a higher average annual rate of 16.9%, to constitute 24.2% of total trade in these materials in 2008, up from 22.9% in 2004. The neighbouring countries in Middle East and North Africa are the main destinations for Saudi exports of building materials.

It is expected that future growth in the building and construction sector will continue to be driven by spending on infrastructure projects, mega projects and housing.

- ***Inflation***

According to SAMA, the annual average inflation rate (moving average) as measured by the annual change in the general cost of living indices during the year ending December 2012 rose by 4.6%, compared to the average inflation rate of 5.9% during the previous five years (from January 2007 to December 2011).

During 2012, three major groups, representing about 30% of the size of the cost of living basket, registered inflation rates higher than the averages they recorded in the previous five years. The group of education and entertainment rose by 3.1%, the group of fabrics, clothing and footwear by 3.0%, and the group of transport and telecommunications by 1.8%. In contrast, the other main groups that comprise the general cost of living index registered inflation rates lower than the averages recorded during the previous five years.

The following table shows the inflation rate of the Kingdom from 2008 to 2012:

Year	Inflation Rate
2008	9.9
2009	5.1
2010	5.3
2011	5.0
2012	4.6

(Source: SAMA Report)

- ***Population and Labour Force***

The population of the Kingdom, based on preliminary estimates of a 2010 census carried out by the Central Department of Statistics and Information of the Ministry of Economy and Planning (CDSI), was approximately 28.4 million in 2011, which represents a growth of 2.9% from the previous year's estimate of 27.6 million. Of these, Saudi nationals constituted 68.4% (19.4 million), and non-Saudi nationals constituted 31.6% (9.0 million).

According to the SAMA Report, the population of the Kingdom represented 67.4% of the population of the GCC, and estimates show that the Kingdom's population nearly doubled during the last two decades, rising from 16.0 million in 1991 to 28.4 million in 2011. Since 2007, the population of the Kingdom has grown at a compounded average growth rate of 3%.

The following table shows the estimated population of Saudi Arabia from 2007 to 2011:

Year	Estimate Population (Million)
2007	24.24
2008	25.79
2009	26.66
2010	27.56
2011	28.37

(Source: SAMA Report)

- ***Interest Rate Development***

The three month Saudi Inter-Bank Offered Rate (SIBOR) on Riyal deposits continued to show a downward trend in the wake of accommodative monetary policy put in place since 2008. The SIBOR decreased on average by 5 basis points to 0.69% in 2011 from 0.74% in 2010 and by 22 basis points from 0.91% in 2009. Similarly, interest rate on Dollar deposits also followed suit as it declined by 5 basis points to 0.29% in 2011 from 0.34% in 2010 and by 38 basis points from 0.67% in 2009.

The following table shows the average inter-bank rate for three months deposits in Saudi Riyal and U.S. Dollar:

Year	SAR Deposit	U.S.$ Deposit
2008	3.28	2.99
2009	0.91	0.67
2010	0.74	0.34
2011	0.69	0.29
2012*	0.83	0.46

* 1st Quarter

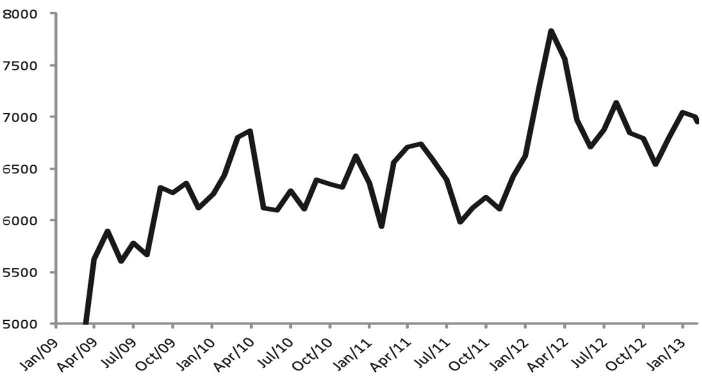
(Source: SAMA Report)

- ***Stock Market***

The Saudi stock market was informal until the early 1980s when the Government of the Kingdom embarked on forming a regulated market for trading of securities together with the required systems. In 1984, a Ministerial Committee composed of the Ministry of Finance and National Economy, Ministry of Commerce and SAMA was formed to regulate and develop the market. SAMA was the government body charged with regulating and monitoring market activities until the CMA was established in July 2003 pursuant to the Capital Market Law issued by Royal Decree No. (M/30) dated 2/6/1424H. The Capital Market Authority is the sole regulator and supervisor of the Saudi capital market. It issues the required rules and regulations to protect investors and ensure fairness and efficiency in the market.

According to the SAMA Report, the level of the general share price index of the Saudi Arabian Stock Exchange (the Tadawul) increased from 6,121.8 at 31 December 2009 to 6,620.8 at 31 December 2010 and decreased to 6,417.7 at 31 December 2011. As at 31 December 2012, the level of the general share price index had increased to 6,801.2, according to the Annual Statistical 2012 Report of the Saudi Arabian Stock Exchange. During the same period the total market capitalisation of companies listed on the Tadawul increased from SAR 1,196 billion at 31 December 2009 to SAR 1,325 billion at 31 December 2010 before falling to SAR 1,270.8 billion at 31 December 2011. As at 31 December 2012, the total market capitalisation of the companies listed had increased to SAR 1,400 according to the Annual Statistical 2012 Report of the Saudi Arabian Stock Exchange.

The following chart illustrates the performance of the Tadawul All Share Index Performance from January 2009 to January 2013:



Source: Tadawul

- ***Credit Rating***

The Kingdom enjoys strong credit ratings at a sovereign issuer level from all three internationally recognised credit rating agencies.

The following table shows current credit ratings awarded by the aforementioned rating agencies:

	S&P	**Fitch**	**Moody's**
Long-term foreign currency	AA-	AA-	Aa3
Outlook	Stable	Stable	Stable

Each of Fitch Ratings Limited (Fitch), Moody's Investors Service Ltd. (Moody's) and Standard & Poor's Credit Market Services Europe Limited (''Standard & Poor's'') is established in the European Union and is registered under the CRA Regulation. As such, each of Fitch, Moody's and Standard & Poor's is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.

- ***Foreign Investment***

The Saudi Arabian Foreign Investment Law requires all foreign investment in the Kingdom to be licensed by the Saudi Arabian General Investment Authority (SAGIA). Except for those areas expressly excluded by a list (referred to as the "*negative list*") issued by the Supreme Economic Council in accordance with Article 3 of the Saudi Arabian Foreign Investment Law, foreign investment is permitted in all investment activities. The negative list is regularly updated. As part of its effort to attract foreign investment, the Kingdom acceded to the WTO in December 2005. SAGIA has the jurisdiction to license foreign investment in the Kingdom, in addition to the licensing of particular types of investment which are entrusted to other agencies (for example, power generation and health care). Minimum investment thresholds for foreign investors may be amended by SAGIA from time to time. Currently, the minimum investment thresholds for obtaining foreign investment licences are set as follows: (i) SAR 25 million for agricultural projects; (ii) SAR 30 million for real estate projects; (iii) SAR 26.6 million for trade projects; and (iv) SAR 500,000 for general services. The government is aiming to increase and encourage foreign investment by focusing on ten key sectors, including petrochemicals, electricity and financial services. According to SAGIA, from 2005 to 2008, there was a 101%. increase in foreign direct investment.

OVERVIEW OF THE REAL ESTATE SECTOR IN THE KINGDOM

The information in this section has been derived from a number of different identified sources. The Trustee and Dar Al-Arkan confirm that such information has been accurately reproduced and that, so far as they are aware, and are able to ascertain from the information published by each of the relevant sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Saudi real estate sector, although negatively affected by the current global downturn, continues to grow steadily, benefiting from growing demand for residential and commercial properties due to rising population, changing demographics, growing hotel and tourism industry and higher personal disposable income.

At constant prices, the contribution of the construction sector to Non-Oil GDP increased from 9.36% in 2010 to 9.69% in 2011, according to the Central Department of Statistics & Information. Similarly, according to Central Department of Statistics & Information, at constant prices, the contribution of the construction sector to real GDP increased from 7.8% in 2010 to 11.7% in 2011. According to the SAMA Report, at current prices, the contribution of the construction sector to nominal GDP decreased from 4.4% in 2010 to 4% in 2011.

The real estate sector, including the housing market, which is a large part of the real estate sector, is driven by strong and growing economy as well as favorable demographic fundamentals. In recent decades, growth in the housing market was driven by a rapid population growth, a young demographic profile, accelerating rate of urbanisation, rising per capita income, upgrading requirements of traditional houses, as well as increasingly liberal financing facilities extended by the government funded Real Estate Development Fund (the **REDF**), a fund sponsored by the Government of the Kingdom and established to provide loans to individuals and institutions in connection with real estate projects. The REDF provides loans to nationals of the Kingdom for the purpose of building their own homes. These loans have a 0% interest rate and are generally repayable over 25 years. The REDF also provides loans to investors with a 0% interest rate, to encourage them to build residential units for the purpose of investment. Future growth of the housing market will continue to be impacted by these factors.

Residential Housing Demand

Market Analysis of the Housing Sector

The residential housing market is fundamentally driven by:

- population growth and demographics;
- housing stock replacement rate;
- urbanisation;
- employment and income;
- house prices; and
- availability of financing for purchase or construction.

Population Growth and Demographics

According to estimates in the SAMA Report, the Kingdom's total population stood at 28.4 million in 2011, of which 9 million were non-Saudi nationals. The population in the Kingdom has increased considerably over the past three decades. According to the 1974 census, as reported by the Ninth Development Plan, the Kingdom's population was estimated at approximately 7.0 million, 6.2 million of whom were Saudi citizens. According to the 1992 census, as reported by the Ninth Development Plan, the Kingdom's population increased to 16.9 million, 12.3 million of whom were Saudi citizens. According to the 2007 census, as reported by the Ninth Development Plan, the Kingdom's population increased to 24.24 million, 17.5 million of whom were Saudi citizens, and the annual natural growth rate of the Saudi population was 2.3% during the period from 2004 to 2007. The Kingdom population growth rate during the period 2010 – 2015 is expected to be 2.1% according to the SAMA report.

According to the 2007 census, as reported by the Ninth Development Plan, the population below 15-years age group constituted 32.5% of the Kingdom's total population and approximately half the population was at or below 17.3 years of age. Average life expectancy in the Kingdom increased from 53.9 years during the period 1970-1975 to 73.9 in 2011, according to the SAMA report. The World Bank estimates that Kingdom's population will reach 35.5 million by 2025 and approximately 43.2 million by 2050. The expatriate population is expected to remain stable, as a consequence of the governmental labour policies designed to increase the number of Saudi nationals in the public and private sector.

Housing stock replacement rate

The following table shows a breakdown of number of housing units, total population and average number of people per unit of different housing types at the end of 2010:

Dwelling Type	**No. of Dwellings**	**No. of People**	**Average People Per Dwelling**
Traditional	1,218,830	7,103,696	5.83
Villa	824,505	6,258,628	7.59
Floor within a villa or traditional	425,968	2,645,375	6.21
Apartment	1,911,248	9,201,705	4.81
Others	271,611	881,151	3.24
Total	**4,652,162**	**26,090,555**	**5.61**

Source: Central Department of Statistics and Information, KSA

The following table shows a breakdown of number of housing units, total population and average number of people per unit for each of the Kingdom's provinces at the end of 2010:

	Total			**Saudi**			**Non-Saudi**		
Region	**Households**	**Individuals**	**Avg. size**	**Households**	**Individuals**	**Avg. size**	**Households**	**Individuals**	**Avg. size**
Al-Jouf	70,176	428,266	6.10	49,189	358,467	7.29	20,987	69,799	3.33
Northern Borders	42,708	311,473	7.29	32,636	274,250	8.40	10,072	37,223	3.70
Hail	94,223	593,308	6.30	67,715	507,601	7.50	26,508	85,707	3.23
Jazan	199,625	1,332,262	6.67	150,845	1,121,527	7.43	48,780	210,735	4.32
Al-Qaseem	202,573	1,184,365	5.85	135,266	957,419	7.08	67,307	226,946	3.37
Najran	85,350	496,613	5.82	58,976	409,506	6.94	26,374	87,107	3.30
Eastern Region	619,285	3,799,773	6.14	426,777	2,971,646	6.96	192,508	828,127	4.30
Al-Baha	75,227	406,724	5.41	55,388	354,586	6.40	19,839	52,138	2.63
Aseer	336,065	1,897,236	5.65	250,647	1,626,418	6.49	85,418	270,818	3.17
Al-Riyadh	1,155,763	6,505,509	5.63	681,477	4,506,321	6.61	474,286	1,999,188	4.22
Tabuk	133,156	777,680	5.84	103,411	672,702	6.51	29,745	104,978	3.53
Al-Madeenah	309,171	1,694,749	5.48	211,848	1,295,918	6.12	97,323	398,831	4.10
Makkah	1,328,840	6,662,597	5.01	772,078	4,279,016	5.54	556762	238,3581	4.28
Total	**4,652,162**	**26,090,555**	**5.61**	**2,996,253**	**19,335,377**	**6.45**	**1,655,909**	**6,755,178**	**4.08**

Source: Central Department of Statistics and Information

Urbanisation

The majority of the Saudi population is concentrated in three administrative regions: Makkah, Riyadh, and the Eastern Region, accounting together for approximately 66% of the total population as at 31 December 2011.

Approximately 88% of the total population of the Kingdom lives in or around the major cities and this is expected to increase to 91% by 2015, according to the Ninth Development Plan.

According to the Ninth Development Plan, there is an undersupply of residential properties in the major cities. In half a century, Riyadh transformed from a small town surrounded by walls to a modern city with an area of 1,800 square kilometres and its population is expected to grow from its current size of over 5.84 million to approximately 10 million by 2022, according to the Ninth Development Plan.

Income, Affordability and Availability of Financing

Average residential prices of approximately SAR 2,810 per square metre for apartments and SAR 4,200 per square metre for villas (accordingly to Jones Lang Lasalle "Riyadh Real Estate Overview Q4 2012") in Riyadh appear to be affordable by the 'national' workforce, in view of their income levels. This population subgroup will tend to generate the bulk of the demand for housing. With an average monthly salary about SAR 3,500 (reported by Ministry of Labour), a private sector Saudi employee should be able to afford a small unit (with an area of 150 square metres), assuming 30% of income used for monthly payments (and is free of interest), as offered by the REDF for a period of 25 years.

The demand for REDF loans is considerable, with approximately more than 500,000 applications currently on the waiting list. Total loans disbursed by the REDF since its inception in 1975 up to the end of 2011 amounted to more than SAR 163.14 billion (U.S.$43.51 billion) and total outstanding loans stood at SAR 78.9 billion (U.S.$21.04) billion at the end of 2011, increasing by 1.7% from SAR 77.58 billion (U.S.$20.69 billion) in 2010, according to the SAMA Report. During 2011, the REDF provided loans in an aggregate amount of SAR 14.8 billion (U.S.$3.95 billion), increasing by 119% from 2010, according to SAMA.

Mortgage Law

At the beginning of 2013, SAMA published five laws which together are intended to create the new Real Estate and Financing Law in the Kingdom. These five laws are (i) the Real Estate Financing Law; (ii) the Financial Leasing Law; (iii) the Supervision of Finance Companies Law; (iv) the Execution Law; and (v) the Registered Real Estate Mortgage Law. More recently, SAMA published the implementing regulations of three of these laws, the Real Estate Financing Law; the Financial Leasing Law; and the Supervision of Finance Companies Law. The implementing regulations in respect of The Execution Law and the Registered Real Estate Mortgage Law have yet to be published.

The Real Estate Financing Law requires a real estate financing company to obtain a special license from SAMA permitting it to engage only in real estate financing activities. According to the Supervision of Finance Companies Law, a real estate financing company may not engage in other types of financing activities.

It is expected that the new laws will have a positive impact on the home financing market in the Kingdom, particularly among the middle-income market segment, increasing access to, and the availability of, home financing options.

Demand Outlook

According to Ninth Development Plan (2010-2014), the number of housing units required to satisfy the housing demand in the Kingdom is estimated to be 1.25 million units (250,000 units annually), for which the area of land required is estimated to be 350 million square metres, assuming that the average total area required for each housing unit is 280 square metres.

The following table shows the demand forecast for residential units as set out under the ninth development plan:

	(Thousand units)
New housing units (Saudis)	800
New housing units (non-Saudis)	200
Housing units to meet unsatisfied demand for housing carried -over from the Eighth Development Plan	70
Housing units required for replacement	70
10% reserve units to ease rent inflation	110
Total housing units for the Ninth Development Plan	1,250
Annual average number of units for the Ninth Development Plan	250

Source: Ninth Development Plan and Ministry of Economy & Planning

Demand for housing across the Kingdom has centred on the three major regions, which include Makkah, Riyadh and the Eastern province. The housing concentration in these three regions is largely based on population count, housing development and available financing.

The following table shows the distribution of demand for housing and residential land by administrative region according to Ninth Development Plan (2010-2014):

Region	**Number of Housing Units**	**Area of Residential Land**
	(Thousand Units)	*(Million Square Metres)*
Riyadh	325.0	91.0
Makkah	370.0	103.0
Madinah	81.2	22.6
Qassim	51.0	14.27
East Region	166.3	46.50
Asir	83.1	23.27
Tabuk	38.9	10.89
Hail	20.5	5.74
Northern Borders	11.5	3.22
Jazan	50.1	14.04
Najran	21.6	6.86
Baha	17.3	4.83
Jawf	13.5	3.78
Total	1,250.0	350.0

(Source: Ministry of Economy & Planning, KSA)

The Ninth Development Plan envisages satisfying the demand for housing by the building of one million housing units by the Public Housing Authority, Real Estate Development Fund and the private sector, to be built by the following as shown in the below table (in Thousand Units):

Region	**Real Estate Development Fund**	**Public Housing Authority**	**Private Sector**	**Total Housing Units***
Riyadh	23	4	198	**225**
Makkah	20	4	229	**253**
Madinah	9	6.5	50	**65.5**
Qassim	9	4	32	**45**
East Region	13.5	4	103	**120.5**
Asir	7	4	52	**63**
Tabuk	4.5	4	24	**32.5**
Hail	5	6	14	**25**
Northern Borders	3	6	7.5	**16.5**
Jazan	5	6.5	31	**42.5**
Najran	4	6.5	14	**24.5**
Baha	3	4	11.5	**18.5**
Jawf	3	6.5	9	**18.5**
Total	**109**	**66**	**775**	**950**

* Add to the total 50 thousand units built by government agencies for their employees

(Source: Ministry of Economy & Planning, KSA)

BUSINESS

Dar Al-Arkan is a leading real estate developer in the Kingdom and is involved in all major aspects of real estate development, including sourcing and purchasing land, overseeing the design and construction of developments and sales and marketing. Dar Al-Arkan is a joint stock company registered in Riyadh. Dar Al-Arkan was initially incorporated as a limited liability company on 18 July 2000 and converted to a Joint Stock Company in 2005 under Ministerial decree number 1021 dated 17 July 2005 with commercial registration number 1010160195. The shares of Dar Al-Arkan are listed on the Tadawul All Share Index of the Saudi Stock Exchange. Dar Al-Arkan's registered office is PO Box 105633, Riyadh, 11656, Saudi Arabia and its telephone number is +966(11) 206 9888. In addition to its head office in Riyadh, Dar Al-Arkan has three branch offices located in Makkah, Jeddah and Madinah.

Dar Al-Arkan currently operates in three strategic business segments, as follows:

- ***Real Estate Development***: comprising (i) Land Development Projects and (ii) Residential and Commercial Projects.
- ***Property Management***: focuses on the management and rental of Dar Al-Arkan's investment properties.
- ***Real Estate Development Related Investments***: focuses on minority investments in companies that are complementary to Dar Al-Arkan's real estate development operations.

As of the date of this Base Prospectus, the Real Estate Development (comprising Land Development Projects and Residential and Commercial Projects) business segment currently accounts for the significant majority of Dar Al-Arkan's business. During the year ended 31 December 2012, revenue from Land Development Projects, which for accounting and financial reporting purposes is accounted for as Sales of Lands, accounted for SAR 3,479.00 million (U.S.$928.97 million), or 97.8% of Dar Al-Arkan's total revenue, compared to SAR 3,220.00 million (U.S.$859.81 million), or 97.2% of revenue, in the year ended 31 December 2011, while revenue from the sale of Residential and Commercial Projects, which for accounting and financial purposes is accounted for as sales of Residential Properties, accounted for SAR 25.29 million, or 0.7% of Dar Al-Arkan's total revenue in the year ended 31 December 2012, compared to SAR 77.35 million, or 2.3% of revenue, in the year ended 31 December 2011 and revenue from Property Management which, for accounting and financial purposes is accounted for as Leasing of Properties accounted for SAR 52.78 million, or 1.49% of Dar Al-Arkan's total revenue in the year ended 31 December 2012, compared to SAR 15.00 million or 0.45% of revenue, in the year ended 31 December 2011. There were no significant revenue from real estate development related investments in the years ended 31 December 2011 or 2012.

Dar Al-Arkan's business is evolving from buying and selling raw land to the planning and development of communities. Dar Al-Arkan's current business model (which was adopted by the Board of Directors during 2011) aims to diversify its business away from a near-exclusive reliance on real estate development, towards developing an asset base that will generate steady rental streams in each of its business segments in the future.

The table below shows Dar Al-Arkan's revenue, gross profit and net income for each of the years ended 31 December 2010, 2011 and 2012 and for the nine-month periods ended 30 September 2012 and 2013.

	31 December (Audited)			Nine-Month Period Ended 30 September (Reviewed)	
	2010	**2011**	**2012**	**2012**	**2013**
	(SAR thousands)				
Revenue	4,141,981	3,312,510	3,557,072	2,680,222	2,238,241
Gross Profit	1,764,257	1,369,013	1,393,706	1,084,881	890,106
Net Income	1,455,711	1,087,935	988,537	844,499	524,630

History and Development

Below is a summary of the key stages of Dar Al-Arkan's development:

Stage I (1994 to 1999)

Dar Al-Arkan was formed in 1994 by members of the following six prominent business families in the Kingdom: (i) Al Shelash; (ii) Al Hethloul; (iii) Al Roumi; (iv) Al Jarallah; (v) Al Kasem; and (vi) Al Babteen. Dar Al-Arkan primarily operated in the Central region of the Kingdom during its initial years of operations. During this period Dar Al-Arkan began to monitor market dynamics, develop business processes and conduct market research. Dar Al-Arkan's operations during this period primarily consisted of purchasing large plots of undeveloped land and planning and developing basic infrastructure for residential and commercial use, such as water, sewage, electricity and other utilities, as well as paved streets and sidewalks. Dar Al-Arkan then typically sold the developed land to third party investors or developers. The development and sale of residential units was limited during this period.

Stage II (2000 to 2006)

During this period, Dar Al-Arkan's business began to expand to the Western and Eastern regions of the Kingdom. In addition to developing basic infrastructure on undeveloped land to sell to third parties, there was a gradual shift toward developing and selling residential units, particularly for the middle-income segment of the market. Dar Al-Arkan was also incorporated as a limited liability company during this period, formally being incorporated as a limited liability company on 18 July 2000. While initially Dar Al-Arkan had a capital base of SAR 140 million (U.S.$37 million) Dar Al-Arkan increased its capital to SAR 5.40 billion (U.S.$1.44 billion) through a private placement in the Saudi domestic market and converted to a Joint Stock Company in 2005 under Ministerial decree number 1021 dated 17 July 2005.

By 2005, Dar Al Arkan operated in all three of the major regions of the Kingdom (i.e. Eastern, Western and Central), although it continued to expand operations relating to the development and sale of residential units. In 2006, Dar Al Arkan significantly increased the scope of its projects when it began developing the Al-Qasr project, its first Master-Planned Community.

Stage III (2007 to 2010)

During this period, Dar Al-Arkan continued to expand the scope of its development operations, in particular, by developing Master-Planned Communities. In 2007, Dar Al-Arkan began development of the Shams Ar-Riyadh project, its second Master-Planned Community and in 2009; Dar Al-Arkan announced the Shams Al-Arous project, its third Master-Planned Community.

In December 2007, Dar Al-Arkan listed its ordinary shares on the Tadawul All Share Index of the Saudi Stock Exchange, and its founding shareholders offered the equivalent of 11.01% of Dar Al-Arkan's then outstanding shares to the public through an initial public offering of Dar Al-Arkan's ordinary shares in the Kingdom. Dar Al-Arkan increased its capital again in October 2008 and July 2009 by issuing to its shareholders 180 million and 360 million bonus shares of par value of SAR 10 each, respectively. To fund the growth of its operations, Dar Al-Arkan began to access the domestic and international capital markets. Dar Al-Arkan raised funds through three offerings of Sukuk, two international offerings in 2007 for U.S.$600 million and U.S.$1 billion, and one domestic offering in May 2009 for SAR 750 million (U.S.$200 million).

Stage IV (2010 to date)

As a result of the negative impact of the international credit crisis on the global financial markets and the resultant deterioration in the global economic outlook, which led to a general reduction in liquidity and available financing, Dar Al-Arkan prioritised building its cash reserves in order to ensure that it had sufficient funds available to meet its financial commitments as they fell due. During this period, Dar Al-Arkan repaid two international offerings of Sukuk, a SAR 2.25 billion (U.S.$600 million) Sukuk which matured in March 2010 and a SAR 3.75 billion (U.S.$1 billion) Sukuk which matured in July 2012. The repayment of these

Sukuk has helped Dar Al-Arkan to substantially reduce its debt-to-equity ratio. As of 30 September 2013, Dar Al-Arkan's debt-to-equity ratio stood at 33.4% compared to 29.3% at 30 September 2012 and Dar Al-Arkan had a cash balance of SAR 1,821.64 million (U.S.$486.42 million).

Dar Al-Arkan has also prioritised the completion of its existing projects. In 2010, Dar Al-Arkan completed the Al-Tilal Project, a project built on an area of 170,000 square metres, consisting of 500 residential villas, all of which had been sold as of 31 March 2013. While in 2012, Dar Al-Arkan completed the Al-Qasr project, its first Master-Planned Community. The Al-Qasr project has a built up area of approximately 1.2 million square metres, which includes approximately 20,000 square metres of office space and 65,000 square metres of commercial space. The Al Qasr project also comprises approximately 3,051 residential units (254 villas and 2,797 apartments) and is designed to accommodate approximately 13,000 people. The Al-Qasr project also includes various public service and commercial facilities, including mosques, public parks, green belts, schools and entertainment and retail facilities. Dar Al-Arkan has retained 1,318 apartments and 57 villas as investment properties and as of 30 Sepember 2013, 53% of the apartments and all of the villas that it holds as investment properties have been rented.

In addition, in June 2012, Dar Al-Arkan opened Al Qasr Mall, the largest mall in Riyadh, with a built-up area of 230,312 square metres and over 350 shops across four floors and parking capacity for more than 1,800 cars. Al Qasr Mall includes a children's amusement zone, a food court and the largest exterior lighting façade in the Middle East. A number of high profile international and regional retailers have leased retail space in Al Qasr Mall including Carrefour, Landmark Group, Al Shaya and SACO. Dar Al-Arkan has retained Al Qasr Mall as a leasable asset as part of its investment properties portfolio and, as of 30 September 2013, the leasing ratio (being the ratio of leased area divided by net leaseable area) of Al Qasr Mall was 85%.

Dar Al Arkan's Business Segments

Real Estate Development

Dar Al-Arkan's Real Estate Development business segment comprises (i) Land Development Projects and (ii) Residential and Commercial Projects.

Land Development Projects

Dar Al-Arkan's Land Development Projects involve the purchase of undeveloped land and the planning and development of basic infrastructure for residential and commercial use. Once this basic infrastructure has been completed, Dar Al-Arkan either sells the developed land to third party investors or to developers, develops a Residential and Commercial Project on the developed land, or develops a Residential and Commercial Project on a portion of the developed land and retains the remaining portion to sell once its value has appreciated due to the completion of the relevant Residential and Commercial Project.

The Qasr Khozam Land Development Project, which commenced in 2011, is being developed pursuant to a joint venture agreement between Dar Al-Arkan (51%) and the Jeddah Development and Urban Regeneration Company (49%), a wholly-owned subsidiary of the municipal government of Jeddah. The total estimated cost of the Qasr Khozam Land Development Project is approximately SAR 12 billion (U.S.$3.2 billion). For a further discussion of the Qasr Khozam project, see the section below entitled "*Current Projects – Land Development Projects – Qasr Khozam Land Development Project*".

As of 30 September 2013, Dar Al-Arkan's land bank consisted of SAR 10.52 billion (U.S.$2.81 billion) of undeveloped land and SAR 2.83 billion (U.S.$0.76 billion) of developed land, all of which was valued on its balance sheet at cost. Dar Al-Arkan's land bank is geographically diversified within the Kingdom of Saudi Arabia. As at 30 September 2013, the majority of Dar Al-Arkan land bank (approximately 44% of the total land bank) was located in Jeddah, with approximately 30% of the total land bank located in Riyadh, 18% of the total land bank located in Makkah and the remaining land in Maddinah and the Eastern Regions.

Management continuously reviews Dar Al-Arkan's inventory of undeveloped land and sells plots that it considers non-core to Dar Al-Arkan's real estate development operations. For a further discussion of Dar Al-

Arkan's current land bank, see the section below entitled "*Current Projects – Land Development Projects – Land Bank*".

Residential and Commercial Projects

Dar Al-Arkan's Residential and Commercial Projects are targeted towards the diversified income segment of the population in the Kingdom. Historically, these projects related primarily to the development and sale of residential units and from 1 January 2004 to 30 September 2013, Dar Al-Arkan has completed and delivered approximately 9,600 residential units.

However, in 2006, Dar Al-Arkan significantly increased the scope of its Residential and Commercial Projects when it began the development of the Al-Qasr project, its first Master-Planned Community, which was completed in 2012. In addition to various types of residential villas and apartments, Dar Al-Arkan's Master Planned Communities include commercial facilities (for example shopping centres and restaurants), public service facilities (for example parks, mosques and schools) and office buildings. Management expects that Dar Al-Arkan's future Residential and Commercial Projects will most likely be Master-Planned Communities.

As of 30 September 2013, Dar Al-Arkan is developing two Residential and Commercial Projects: Shams Ar-Riyadh, located in Riyadh, and Shams Al-Arous, located in Jeddah. These two projects have an aggregate estimated cost of SAR 6.4 billion (U.S.$1.71 billion) and cover approximately 5.9 million square metres of land (1.8 million square metres of which in the Shams Ar-Riyadh project has already been sold to the Saudi Basic Industries Corporation (SABIC)). The projects are expected to include approximately 4,650 residential units, with Dar Al-Arkan expected to retain more than 4,400 of these residential units as rental properties, with the remainder to be offered for sale. For a further discussion of these projects, see the section below entitled "*Current Projects – Residential and Commercial Projects under development*".

Property Management

The Property Management business comprises the management of Dar Al-Arkan's investment properties, which, as of 30 September 2013, had a book value SAR 2.71 billion U.S.$0.72 billion), compared to SAR 2.74 billion (U.S.$0.73 billion) as of 31 December 2012. This increase is in line with the Group's diversification strategy (see "*Business Strategy*" below).

Once Dar Al-Arkan has completed Residential and Commercial Projects, it may retain certain commercial and residential units as rental properties. By retaining such units, management intends to build an income-generating portfolio of rental properties, with the goal of establishing a steady revenue stream from rental income and fees received from management operations and maintenance of residential and commercial buildings and to enable Dar Al-Arkan to benefit from any potential appreciation in the value of such properties.

Dar Al-Arkan and its consolidated subsidiaries legally and beneficially own a geographically and functionally diverse range of properties within the Kingdom of Saudi Arabia, which include villas, townhouses, apartments, offices, shopping malls, supermarkets and retail facilities. For further discussion of rental properties on Dar Al-Arkan's projects, see the section below entitled "*Current Projects – Residential and Commercial Projects*".

Real Estate Development Related Investments

Dar Al-Arkan makes strategic investments in companies that management believes are complementary to Dar Al-Arkan's real estate development operations. Companies in which Dar Al-Arkan has made strategic investments include Saudi Home Loans Company, a home financing provider in the Kingdom, Alkhair Capital Saudi Arabia, regulated by CMA which provides investment banking and other financial services in the Kingdom and Khozam Real Estate Development Company (**KDC**), which owns the Khozam Land Development Project. As of 30 September 2013, Dar Al-Arkan had made strategic investments in companies that ranged between 15% and 51% of the investee's share capital and totalled SAR 747.41 million (U.S.$199.57 million).

The following is a summary of Dar Al-Arkan's key strategic minority investments as at the date of this Base Prospectus:

Saudi Home Loans Company

Saudi Home Loans Company was formed on 4 April 2007 pursuant to a shareholders' agreement between Arab National Bank, Dar Al-Arkan, Kingdom Installment Company, certain founding shareholders of Dar Al-Arkan, and the International Finance Corporation. As of 30 September 2013, equity ownership of Saudi Home Loans Company is currently divided as follows: Arab National Bank (40%), Kingdom Installment Company (40%), Dar Al-Arkan (15%) and the International Finance Corporation (5%).

Saudi Home Loans Company provides mortgage financing to home buyers in the Kingdom, primarily to the middle to lower income segment of the market. All of Saudi Home Loans Company's financing products are structured to comply with Sharia guidelines. During the years ended 31 December 2011 and 2012, Saudi Home Loans Company financed 45% and 44%, respectively, of the purchases of apartments and villas developed by Dar Al-Arkan. Saudi Home Loans Company finances the purchase of homes developed by Dar Al-Arkan's by purchasing the homes directly from Dar Al-Arkan on behalf of individuals who sign lease-to-own contracts with Saudi Home Loans Company. Saudi Home Loan Company leases the homes to such individuals and these individuals take ownership of the homes upon expiration of the lease term if they have satisfied all of their obligations under the lease to own contract.

Alkhair Capital Saudi Arabia

Alkhair Capital Saudi Arabia (**Alkhair**) (previously known as Unicorn Capital Saudi Arabia) is licensed by the CMA to deal as principal and agent (except for the implementation of marginal deals), underwriting, management, arrangement and financial advisory services in the Kingdom. It is a closed Joint Stock Company, registered in Riyadh under commercial registration No.1010264915 dated 27/3/1430 AH (corresponding to 3/24/2009), with its headquarters in Riyadh. As at 30 September 2013, Dar Al-Arkan owned 34% of the issued share capital of Alkhair.

Khozam Real Estate Development Company

KDC was established exclusively for the development of Qasr Khozam Land Development Project, and is a joint venture between Jeddah Development and Urban Regeneration Company, and Dar Al-Arkan. KDC is registered in Jeddah under Commercial Registration No. 4030193909 dated 25/10/1430H, (corresponding to 14/10/2009), and is established as a limited liability company with headquarters based in Jeddah. KDC's share capital is SAR 540 million (U.S.$144 million). By virtue of the joint venture agreement between Dar Al-Arkan and Jeddah Development and Urban Regeneration Company, 51% of KDC's share capital was issued to Dar Al-Arkan against a cash contribution by Dar Al-Arkan of SAR 275 million (U.S.$73 million) and the remaining 49% of KDC's share capital was issued to the Jeddah Development and Urban Regeneration Company against a land contribution valued at SAR 265 million (U.S.$71 million).

Competitive Strengths

Management believes that Dar Al-Arkan has a number of competitive strengths, including:

Ability to develop large scale projects in the Kingdom such as Master Planned Communities

Management believes that Dar Al-Arkan is one of the few Saudi Arabian real estate developers with the financial resources, capacity and expertise (both in-house and through its strategic alliances with companies such as Saudi Home Loans Company and KDC) to undertake and execute large scale residential and commercial projects in the Kingdom. In addition, management believes that Dar Al-Arkan's experience in developing projects in the Kingdom, including the development and completion of the Al-Qasr project in 2012, has provided Dar Al-Arkan with experience in obtaining the required regulatory approvals for such developments. Management believes that the economies of scale afforded by large scale projects, such as Master-Planned Communities, permits Dar Al-Arkan to offer quality housing at more affordable prices than its competitors. Management also believes that Dar Al-Arkan's ability to provide attractive prices combined with the quality and convenience of life provided by Dar Al-Arkan's Master-Planned Communities, provides Dar Al-Arkan with an advantage over its competitors in addressing the demand for housing among the diversified income segment of the Kingdom's housing market.

Strong reputation in the Kingdom for delivering quality affordable housing

Management believes that Dar Al-Arkan was the first major private real estate developer to target the middle-income segment of the Kingdom's housing market on a large scale, and that Dar Al-Arkan has a strong reputation among the middle-income segment of the housing market as a company that delivers quality homes at affordable prices. During the period from 1 January 2004 to 30 September 2013, Dar Al-Arkan completed and delivered approximately 9,600 residential units. In addition, the management believes that Dar Al-Arkan's reputation in the Kingdom among land owners and real estate brokers provides Dar Al-Arkan with opportunities to acquire land that may not be available to other real estate developers in the Kingdom. Management believes Dar Al-Arkan's reputation among customers, land owners and real estate brokers provides Dar Al-Arkan an advantage over its competitors in addressing the demand for housing among the diversified income segments of the Kingdom's housing market.

Substantial land bank consisting of developed and undeveloped plots

Dar Al-Arkan has a substantial land bank consisting of developed and undeveloped plots. Management believes that Dar Al-Arkan's land bank allows it to take advantage of market opportunities to develop and sell projects with greater efficiency than competitors that need to source and acquire land first before developing a project. As of 30 September 2013, Dar Al-Arkan's land bank consisted of SAR 10.53 billion (U.S.$2.81 billion) of undeveloped land and SAR 2.83 billion (U.S.$0.76 billion) of developed land, all of which was valued on its balance sheet at cost.

Prudent Financial Policy

Dar Al-Arkan adopts a prudent financial policy, prioritising the building of cash reserves, where necessary, in order to ensure that it has sufficient funds available to meet its financial commitments as they fall due. As at 30 September 2013 Dar Al-Arkan had a cash balance of SAR 1,821.64 million (U.S.$486.42 million).

Experienced management team

Dar Al-Arkan's senior management has significant experience in both the real estate development industry and their respective areas of specialty. Dar Al-Arkan's Managing Director, Abdullatif Abdullah Al Shelash, has been with Dar Al-Arkan since it was founded and has over 18 years of experience in the real estate development industry in the Kingdom. He leads a team of professionals heading development and construction, project management and sales and marketing.

Access to the international and domestic capital markets

The real estate development industry is capital intensive by its nature. In addition, "off-plan" and "pre-finished" sales of homes are not common practice in the Kingdom, which makes access to financing even more essential in the Kingdom's real estate development industry. As of 30 September 2013, Dar Al-Arkan had three Sukuk outstanding, one domestic offering made in May 2009 for SAR 750.00 million (U.S.$200.27 million) due in 2014 and two international offerings, one for U.S.$450 million issued in February 2010 due in 2015 and one for U.S.$450 million issued in May 2013 due in 2018. These offerings, together with two previous Sukuk offerings of U.S.$600 million and U.S.$1 billion which were redeemed at maturity by Dar Al-Arkan in March 2010 and July 2012 respectively, are the only Sukuk offerings to date by a real estate developer in the Kingdom. In addition, in December 2007, Dar Al-Arkan listed its shares on the Saudi Stock Exchange (Tadawul).

Business Strategy

Management's strategy is to maintain its leadership position in the real estate development industry in the Kingdom by focusing on its core competencies, Land Development Projects and Residential and Commercial Projects, and by expanding its business operations to include property management and investment in businesses which complement Dar Al-Arkan's real estate development operations. This strategy is aimed at diversifying Dar Al-Arkan's business activities in order to develop both fixed and variable sources of income generated by each of its three business segments.

The following is a summary of key aspects of Dar Al-Arkan's business strategy:

Increase revenues from Residential and Commercial Projects

Dar Al-Arkan is currently developing two Master-Planned Communities, Shams Ar-Riyadh, located in Riyadh, and Shams Al-Arous, located in Jeddah, the first phases of which are expected to be completed in 2014. Management expects revenue from Residential and Commercial Projects to increase over time as units in these projects become available for sale. Management believes that competitive prices combined with the quality and convenience of life provided by Master-Planned Communities will allow Dar Al-Arkan to address the demand for quality affordable housing in the Kingdom. Continuing development of residential and commercial projects will allow Dar Al-Arkan to balance its revenue generation in line with its overall strategy to diversify the composition of its revenue sources.

Continue to provide affordable quality housing

Demographic trends in the Kingdom, including a young and growing population and decreasing average household sizes, are expected to create demand in the Kingdom for approximately 1.25 million new homes by the end of 2014, according to the Saudi Arabian Ministry of Economy and Planning. In addition, the middle class in the Kingdom is expected to grow as a proportion of the overall population due to government initiatives such as the establishment of new universities and regulations that require companies in the Kingdom to employ a certain number of citizens of the Kingdom. From 1 January 2004 to 30 September 2013, Dar Al-Arkan completed and delivered approximately 9,600 residential units. Dar Al-Arkan intends to continue to focus its Residential and Commercial projects on addressing demand for housing among the middle-income segment of the market, in particular through the development of its Master-Planned Communities.

Expanding the business through property rental and property management services

Dar Al-Arkan acquires and retains certain commercial and residential units in its Master-Planned Communities as rental properties (see "*Residential and Commercial Projects*" below). By retaining such units, management intends to build an income-generating portfolio of rental properties, with the goal of establishing a steady revenue stream from rental income, management operation, maintenance of residential and commercial buildings and public facilities and to enable Dar Al-Arkan to benefit from any appreciation in the value of such properties over time.

For the nine month period ended 30 September 2013, revenue generated by property management accounted for SAR 80.34 million (U.S.$ 21.45 million) representing 3.6% of Dar Al Arakan's total revenue for the period showing significant increase compared to SAR 52.78 million (U.S.$14.09 million), representing 1.49% and SAR 15.00 million (U.S.$4.01 million), representing 0.45% of the leasing revenue generated during the years ended 31 December 2012 and 2011–respectively. Management expects the revenue from Leasing Properties to increase over time as Dar Al-Arkan continues to build its portfolio of income-generating rental properties.

Continue to make strategic minority investments in businesses complementing real estate development operations

Dar Al-Arkan makes, and intends to continue to make, strategic investments in companies that the management believes are complementary to Dar Al-Arkan's real estate development operations. Companies in which Dar Al-Arkan has made strategic investments include Saudi Home Loans Company, a leading home financing provider in the Kingdom, Alkhair Capital Saudi Arabia, regulated by CMA which provides investment banking and other financial services in the Kingdom and KDC, which owns the Khozam Land Development Project.

Project Development Process

Dar Al Arkan applies quality management systems in its project development process and was the first real estate development company in the Kingdom to obtain an ISO 9001 Certification for quality management systems.

The development cycle for a Land Development Project is typically between one and two years. Depending on the size, the development cycle for a Residential and Commercial Project ranges between three and seven years. Master-Planned Communities generally have development cycles at the high end of this range. For large Residential and Commercial Projects such as Master-Planned Communities, Dar Al-Arkan typically divides development into separate phases. In initial phases, a limited number of residential units are constructed. In later phases, larger numbers of residential units are constructed as well as public facilities, commercial and office superstructures. For each phase, Dar Al-Arkan enters into separate sets of agreements with contractors, which, among other things, allows it to assess construction costs at the time of development. At the end of each phase, completed units are sold and/or leased. On a typical Residential and Commercial Project multiple phases in different stages of development are implemented simultaneously.

Phased development allows Dar Al-Arkan to retain the flexibility to speed up or slow down the development of a project based on market conditions, and to avoid carrying a large inventory of unsold and/or unleased units in the event of unexpected market declines. In addition, phased development enables Dar Al-Arkan to adapt construction of each phase to meet changes in demand for different types, styles and sizes of units that may occur due to changes in consumer preferences or other related factors. Phased development also limits the amount of capital that Dar Al-Arkan must commit to a single project during a particular period of time. In addition, phased development allows Dar Al-Arkan to use revenues from the sale or rental of units in an earlier phase to help fund the development of later phases.

Stages of Project Development

Dar Al-Arkan divides the project development process into six separate stages. Each of these stages are described in further detail below:

Stage One—Land Sourcing & Acquisition

Land sourcing is a critical part of the first stage in the development process. Dar Al-Arkan sources land either through solicitations or its own market research. Dar Al-Arkan regularly receives invitations to purchase undeveloped land from land owners and real estate brokers. Management analyses each invitation to ascertain the suitability of the land for development, including a review of key considerations such as the location and size of the land parcel. Dar Al-Arkan also conducts extensive market research to identify areas within the Kingdom which could benefit from its development projects, particularly its Master-Planned Communities. Once identified, Dar Al-Arkan searches for appropriate land parcels for development.

Dar Al-Arkan's land acquisition process involves extensive due diligence and feasibility analysis. The process is overseen by Dar Al-Arkan's senior management. Due diligence involves a number of steps to verify that the land is available and suitable for development. These steps include a review of land deeds, a review of government and public institution publications related to the area, investigative and interrogative interviews with municipalities, local notary publics and reputable master planners, and site inspection by Dar Al-Arkan's senior management. Feasibility analysis involves a number of considerations to determine the potential profitability of the land, including topography and its location within a particular municipality or neighbourhood, as well as previous offers for undeveloped and developed land in the area. If a decision is made to acquire the land Dar Al-Arkan conducts negotiations with the vendor to acquire the land.

Stage Two—Project Planning

The creation of a master plan is the first part of the second stage in the development process. Preparation of the master plan is done in co-operation with third party planning consultants and is overseen by Dar Al-Arkan's engineering department and its senior management. The master plan relates to site improvements necessary for the undeveloped land to be zoned for residential and commercial purposes. The master plan will typically allocate approximately 10% of the land for basic infrastructure, such as water, sewage, electricity and other utilities, as well as paved streets and sidewalks. The master plan must ultimately be approved by the local municipal government. To obtain such approval, the master plan must also allocate a minimum of 33% of the land to accommodate public facilities, such as roads, schools, police stations and mosques. Once a master plan is created, a budget and schedule is prepared for the project. Next, a detailed design for the project is created in co-operation with third party design consultants and is overseen by Dar Al Arkan's engineering department and its senior management.

Stage Three—Site Development

The site development stage primarily involves site clearance, design, lay-out and other land planning activities. Dar Al-Arkan does not directly engage in any construction of its projects, including construction relating to site development. Site development construction is contracted to third parties through an open tender process. For further discussion of the process involved in selecting contractors see the section below entitled "— *Contracting and Sub-Contracting*".

Stage Four—Land Development

The land development stage involves construction of basic infrastructure relating to residential and commercial use, such as water, sewage, electricity and other utilities, as well as paved streets and sidewalks. Dar Al-Arkan ensures that the basic infrastructure is adequate to allow the land to be zoned for its intended use. As in the site development stage, the actual construction is contracted to third parties through an open tender process. Dar Al-Arkan oversees all aspects of the land development stage, including the application of materials and technology used in the construction.

At the end of this stage, Dar Al-Arkan owns developed land plots and decides to either:

- sell the developed land to third party investors or developers;
- develop a Residential and Commercial Project on the developed land; or
- develop a Residential and Commercial Project on a portion of the developed land and attempt to sell the remaining portion once its value has appreciated due to the completion of the Residential and Commercial Project.

These decisions vary on a project by project basis and are based on several factors relating to potential profitability, including market conditions and the topography and location of the land. These decisions are made by senior management with contributions and oversight from Dar Al-Arkan's building and construction department, the Executive Committee of Dar Al-Arkan's Board of Directors, as well as project consultants. In line with its revenue mix strategy, Dar Al-Arkan continues to identify land plots for developing its Residential and Commercial Projects.

It typically takes between one and two years for Dar Al-Arkan to complete a Land Development Project. The timetable depends on the size of the site and its topography, as well as other requirements, mainly relating to the relevant soil characteristics.

Stage Five—Superstructure

If developed land is allocated for Residential and Commercial Projects, Dar Al-Arkan undertakes to develop the appropriate superstructures for villas and apartments. In Master-Planned Communities, apartment buildings may contain commercial space on the ground floor. Dar Al-Arkan also typically develops parks and mosques on its Master-Planned Communities, although for other public facilities (e.g., schools and police stations), Dar Al-Arkan allocates the land and the relevant municipal government is responsible for the development of those structures. With respect to developed land allocated for standalone commercial and office buildings, Dar Al-Arkan makes a business decision on a project-by-project basis about which buildings it will retain as rental properties. Where Dar Al-Arkan intends to retain a building as a rental property, it will undertake to construct the building. Where Dar Al-Arkan does not intend to retain a building as a rental property, it will sell the developed land to another developer who will undertake to construct the building.

The superstructure stage includes developing a design and construction plan with an architectural firm. The design and construction of superstructures is contracted to third parties through an open tender process. Dar Al-Arkan and the architectural firm each oversee the construction of superstructures. Any deviations from the original designs or plans must be approved by Dar Al-Arkan and the architectural firm. At the conclusion of this stage, Dar Al-Arkan owns semi-developed buildings.

Stage Six—Finishing

The final stage relates to finishing work on the semi-developed buildings, which includes cladding, ceramic and woodwork, mechanical and electrical work, plastering and painting, and internal and external decorative work. At the end of this stage Dar Al-Arkan owns fully developed and finished buildings.

Contracting and Sub-Contracting

Dar Al Arkan contracts with third parties for much of the work related to the development of its projects, which involves awarding and managing work performed by several contractors and sub-contractors. These third parties include companies that perform site clearance and the construction of basic infrastructure relating to water, sewage, electricity and other utilities, as well as paved streets and sidewalks. Dar Al-Arkan also contracts with architecture firms and construction companies to design and build superstructures on its projects, as well as with contractors to perform other work related to superstructures, such as cladding, ceramic, wood, mechanical, electrical, plumbing, plastering, painting and decorative work.

Dar Al-Arkan has, with the assistance of project consultants, developed an in-house rating system to ascertain the expertise and qualifications of contractors in its database. Dar Al-Arkan has developed this database by inviting the majority of the contractors operating in the Kingdom to submit to Dar Al-Arkan's internal rating system and become part of the database. Criteria relating to the internal rating system include: financial review, previous projects undertaken and completed, feedback from previous clients and site visits.

Dar Al-Arkan invites all contractors meeting a certain threshold pursuant to its internal rating systems to bid for providing services on a project-by-project basis. Bids are assessed by Dar Al-Arkan's bid committee (made up of representatives from the risk management, internal audit and engineering departments) and senior management, with assistance from project consultants. Preliminary recommendations are then made to the Executive Committee, which makes final decisions on awarding of contracts. Dar Al-Arkan seeks to award contracts to multiple contractors for each project to avoid concentration of risk.

Dar Al-Arkan's agreements with contractors typically specify a fixed price to be paid to the contractor and a schedule for the completion of their work. Under the agreements, contractors are responsible for obtaining and paying for all labour, materials and equipment necessary to complete their work. Contractors are also required to purchase and maintain insurance related to the project while under development and their work on the project. In certain instances, price adjustments during the term of the contract are permitted in the event that the costs of construction materials increases significantly, however any such price increase must be based upon evidence of the cost increase provided by the contractor to Dar Al-Arkan and the amount of any such price increase must be agreed to by Dar Al-Arkan. In addition, price adjustments may occur during the term of an agreement in the event that Dar Al-Arkan materially increases the scope of the work required from the contractor.

Raw Materials

Contractors and subcontractors that work on Dar Al-Arkan's development projects are directly responsible for sourcing and purchasing construction materials related to their work on the development projects.

However, the availability and price of construction materials to contractors and subcontractors impacts the ultimate contract price. For further discussion regarding the availability and fluctuation of prices of construction materials see the section entitled "*Risk Factors—The total estimated costs of Dar Al-Arkan's development projects may be subject to unanticipated increases*".

Municipal Governments

The primary regulators that Dar Al Arkan interacts with in developing its projects are the municipal governments where the projects are located. Dar Al Arkan must obtain approvals from such municipalities at various stages during the development of its projects.

Before development of a project can begin, Dar Al-Arkan must submit the master plan to the relevant municipality for approval. The master plan sets forth site improvements necessary for the undeveloped land to be zoned for residential and commercial purposes. In order to receive the municipality's approval, a minimum of 33% of the land must be allocated to accommodate public facilities, such as schools, police stations, mosques and roads. Municipalities also require that the master plan meet certain other requirements, such as providing for roads that are wide enough to accommodate anticipated traffic on the project.

Once the master plan is approved, Dar Al-Arkan must submit to the relevant municipality a detailed plan relating to the project's infrastructure. Municipalities require the infrastructure plan to provide for enough sewage, water and electricity to accommodate the total built-up area of the project, the expected number of inhabitants and the number of commercial and residential units. The infrastructure plan is reviewed by various departments within the relevant municipality before it is approved. When the infrastructure plan is approved, Dar Al Arkan is issued a final approval certificate from the municipality and it is permitted to commence construction of the project's infrastructure.

To construct residential and commercial units, Dar Al-Arkan must receive a construction permit from the relevant municipality. To obtain this permit, Dar Al-Arkan submits a plan to the relevant municipality showing the plan for each building. The plan for each building must meet standards set by the relevant municipality, which, among other things, require a building to be built on only a certain percentage of the land allocated for that building. Once the relevant municipality grants the construction permit, Dar Al-Arkan is permitted to commence construction of the residential and commercial units.

Upon the completion of residential and commercial units in accordance with the plans that were approved by the relevant municipality, Dar Al-Arkan is issued building completion certificates from the municipality which allows Dar Al-Arkan to sell or lease the units.

Marketing and Sales

Marketing and Sales of Land Development Projects

Dar Al-Arkan sells its Land Development Projects to a wide variety of participants in the real estate market, including high-net worth individuals, institutional investors, Saudi corporates and small to medium sized real estate developers. Dar Al-Arkan typically sells its Land Development Projects in one of three ways:

- through direct sales teams based in Dar Al-Arkan's branch offices throughout the Kingdom;
- through local real estate agents/brokers (such agents/brokers are compensated directly by the buyer); or
- through public auctions held on-site, which are actively pre-marketed (extensive analysis is performed to determine the potential profitability of an auction before this manner is chosen).

Dar Al-Arkan sells Land Development Projects pursuant to a standard form sales contract, under which it delivers title to the developed land in exchange for the agreed purchase price. Once a contract is signed and title is delivered to a buyer, Dar Al-Arkan has no further obligations with respect to the developed land. Dar Al-Arkan directly extends credit to certain buyers that management deems credit worthy. In such cases, Dar Al-Arkan typically receives a deposit of approximately 20% at the time the sales contract is signed, and the balance is paid in instalments over a period that is generally no longer than three months. As of 30 September 2013, there had never been a payment default with respect to such credit sales.

Marketing and Sales of Residential and Commercial Projects

There are three stages during which Dar Al-Arkan may opt to market and sell units on a Residential and Commercial Project to the end buyer:

- After Stage Four (Land Development) in the project development cycle described above, in which case such units are referred to as being sold "off-plan"; or

- After Stage Five (Superstructure) in the project development cycle described above (when approximately 75% of the relevant residential unit has been completed), in which case such units are referred to as being sold "pre-finished"; or

- After completion of Stage Six (Finishing), in which case such units are referred to as being sold "finished".

Dar Al-Arkan's senior management, together with the Executive Committee of its board of directors, determines the portion of Residential and Commercial Projects to be marketed and sold during the three stages identified above.

Dar Al-Arkan has historically marketed and sold substantially all of the units on its Residential and Commercial Projects during the "finished" stage. "Off-plan" and "pre-finished" home sales are not common in the Kingdom. However, as the Kingdom housing market matures and becomes more familiar with the concept of Master-Planned Communities, management expects that more residential units will be marketed and sold during the off-plan and pre-finished stages. With the recent implementation of the mortgage law, management expects the Shams Ar-Riyadh Master-Planned Community to be the first Residential and Commercial Project of Dar Al-Arkan to be marketed and sold during the pre-finished stages.

Dar Al-Arkan sells the majority of units in its Residential and Commercial Projects through sales offices set up on-site and designed to cater to walk-in clients or leads obtained via Dar Al Arkan's central call centre. All prospective customers are handled by a sales team responsible for operating and managing the on-site sales offices and compensated on a salary/commission basis. Such sales are facilitated by heavy marketing campaigns undertaken by Dar Al-Arkan for each Residential and Commercial Project via various media channels, including television, newspaper and magazine advertisements, the internet and billboards throughout the Kingdom. Additionally, Dar Al-Arkan sells a small number of Residential and Commercial Projects through real estate agencies.

Dar Al-Arkan sells residential units on its Residential and Commercial Projects pursuant to a standard form sales contract, under which it delivers possession of the unit upon receipt of the full purchase price. The sales contract also provides for ownership of a prorated share of any common areas in the Residential and Commercial Project to be allocated to the home buyer. Under the sales contract, Dar Al-Arkan provides one year of free maintenance for residential units. In addition, the sales contract assigns to home buyers the ten year statutory warranty on the superstructure that is made by the contractors who construct the units.

Marketing and Leasing of Commercial and Residential Units on Master-Planned Communities

Dar Al-Arkan has expanded its business to include property management services for its rental properties and for third parties. Dar Al-Arkan retains certain commercial and residential units on its Master-Planned Communities. With respect to Dar Al-Arkan's first Master-Planned Community, Al Qasr, Dar Al-Arkan leases commercial space on the ground levels of apartment buildings, residential apartment, offices spaces and commercial mall developed on the project.

For commercial units, Dar Al-Arkan targets tenants that provide the products and services it believes are necessary to make its Master-Planned Communities self-contained living environments. Such tenants include banks, pharmacies, dry cleaners, convenience stores, cafes and restaurants. For residential units, Dar Al-

Arkan targets individuals and families, as well as bulk leases for hospitality companies and employees of corporations, universities and hospitals.

Dar Al-Arkan generally rents commercial and residential units pursuant to standard form lease agreements. The standard form residential lease agreement lasts one year and requires tenants to pay the full amount of annual rent at the beginning of each year in the lease term. Dar Al-Arkan is responsible for maintaining its residential rental units, including common areas. Tenants pay Dar Al-Arkan annual maintenance fees in consideration of these maintenance services. The standard form commercial lease agreement lasts one year and requires tenants to pay annual rent in two instalments, the first at the beginning of the year and the second at the end of the first six months of the year. Dar Al-Arkan is responsible for maintaining its commercial rental units. A tenant must use the commercial unit for the sole purpose stipulated in the commercial lease agreement, which cannot be changed without Dar Al-Arkan's prior written consent. A tenant cannot sub-lease the unit without Dar Al-Arkan's prior written consent.

Current Projects

Residential and Commercial Projects

Dar Al-Arkan completed the Al Tilal Project (in Medinah) in 2010 and the Al Qasr residential (in Riyadh) and the Al Qasr Mall project (in Riyadh) in 2012. Dar Al-Arkan is currently developing two Residential and Commercial Projects: Shams Ar-Riyadh (in Riyadh) and Shams Al-Arous (in Jeddah). The following table sets out further information in respect of these Residential and Commercial Projects, as of 30 September 2013:

Project name	Location	Residential units sold or for sale	Residential units for rent	Commercial plots sold or for sale (m^2)	Commercial Leasing (m^2)	Completion %	Completion date	Estimated cost (SAR '000)
COMPLETED PROJECTS								
Al-Tilal	Medinah	499	–	–	–	100%	2010	375,000
Al-Qasr Mall	Riyadh	–	–	–	78,000	100%	2012	950,000
Al-Qasr	Riyadh	1,676	1,375	–	84,927	100%	2012	1,800,000
PROJECTS UNDER DEVELOPMENT								
Shams Ar-Riyadh	Riyadh	372	1,110	488,782	–	42%	Est. 2016	2,400,000
Shams Al-Arous	Jeddah	1,083	3,304	316,682	190,404	49%	Est. 2018	4,031,000
		5,789	**5,789**	**805,464**	**360,331**	–	–	**9,556,000**

Completed Residential and Commercial Projects

Al-Tilal

The Al-Tilal project is located in southern Medinah, south of Hijra Road, approximately nine kilometres from the Holy Prophet Mosque and partially within the boundary of the Haram zone, which is considered to be a desirable area by many Muslims. The project is in the Bani Bayyada Area to the east of Mount Ayr, which overlooks the project. The Haram area boundary line passes through the project from east to west and divides the project into two sections, north and south.

The Al-Tilal project was designed to cater to the middle-income market segment and consists of 499 residential villas built on an area of 170,000 square metres, designed in traditional Arabic and Neo-classical architectural themes. The construction of villas for the Al-Tilal project was completed in 2010 and all of these villas have been sold. The total cost of the Al Tilal project was approximately SAR 375 million (U.S.$100 million).

Al-Qasr Mall

Al Qasr Mall, which opened in June 2012, is located adjacent to the Al Qasr residential and commercial project (see the section below entitled "Al Qasr"), mid-south of Riyadh, a strategic choice of location for such a project in an area of Riyadh with a shortage of such trading centres and relatively affluent local population.

Al Qasr Mall was developed using high quality, modern design, building and finishing standards, with a built-up area of 230,312 square metres, comprising 350 shops over three floors and parking capacity for more than 1,800 cars. In addition, Al Qasr Mall includes a children's amusement zone, a food court and an 800 metre long exterior lighting façade (currently the largest in in the Middle East) which is utilised for advertising purposes.

Tenants in Al Qasr Mall include department and retail stores, cafes, restaurants and a hypermarket. A number of high profile international and regional retailers have leased retail space in Al Qasr Mall including Carrefour, Landmark Group, Al Shaya and SACO.

Dar Al-Arkan has retained Al Qasr Mall as a leasable asset as part of its investment properties portfolio. It consists of approximately 78,000 square metres of net leasable commercial space.

The leasing ratio of Al Qasr Mall stood at 85% as of 30 September 2013. The total cost of the Al-Qasr Mall was approximately SAR 950 million (U.S.$253 million).

Al-Qasr

The Al-Qasr project was Dar Al-Arkan's first Master-Planned Community and is located in the Al-Suwaidi suburb of Riyadh. The Al-Qasr project has a built up area of approximately 1.2 million square metres which includes approximately 20,000 square metres of office space and 65,000 square metres of commercial space. The Al-Qasr project includes various public service and commercial facilities, including mosques, public parks, green belts, schools, entertainment areas and retail areas. The Al-Qasr project is designed to cater to the middle-income market segment and can house approximately 13,000 people.

The Al-Qasr project is divided into five zones and has 3,051 residential units, comprised of 254 villas and 2,797 apartments in varying styles and sizes. As at 30 September 2013 Dar Al-Arkan has retained 1,318 apartments and 57 villas as rental properties, and approximately 53% of the apartments and all of the villas that Dar Al-Arkan held as investment properties in the project have been leased. Dar Al-Arkan has also retained the office space and retail facilities as investment properties. The majority of the lease contracts for the office and retail facilities are long-term, ranging between three and five years and signed with government agencies and private entities. Management expects that the regular cash flow derived from these long-term contracts will facilitate the process of obtaining external financing backed by these leased assets and will in turn reduce the cost of borrowing for Dar Al-Arkan in future. As of 30 September 2013, Dar Al-Arkan had sold approximately 95% of the villas and apartments that have been allocated for sale in the project.

The total cost of the Al-Qasr project, excluding the cost of the commercial mall (see the section above entitled "Al Qasr Mall"), was approximately SAR 1.8 billion (U.S.$480 million).

Residential and Commercial Projects under Development

Shams Ar-Riyadh

The Shams Ar-Riyadh project is Dar Al-Arkan's second Master-Planned Community and is located in Riyadh's Al-Dariyia district. The Shams Ar-Riyadh project is one of the largest residential development projects ever initiated in the Kingdom by size, comprising a total area of approximately five million square metres, of which 2.7 million square metres were strategically sold by Dar Al-Arkan to the Saudi Basic Industries Corporation (SABIC) and others. SABIC purchased the land to provide housing for its senior executives and their families. This was a strategic decision that Dar Al-Arkan believes will enhance the visibility, demand and price for the development. Notable features of Shams Ar-Riyadh project include high land altitude, wide roads, pedestrian sidewalks and scenic landscaping. Shams Ar-Riyadh is designed to cater to the middle to upper bracket of the middle-income market segment.

The Shams Ar-Riyadh project being developed by Dar Al-Arkan is expected to include a compound with 1,110 residential units, which are expected to be retained as investment properties by Dar Al-Arkan for rent. The project is also expected to include 372 residential units /plots for sale to retail customers, as well as sub developers and brokers. The project is also expected to have 488,782 square metres of commercial land plots for sale. The project will also have public service and facilities available, such as mosques, green spaces and landscaping, roads, pavements and street furniture.

In accordance with Dar Al-Arkan's strategy of phased development, the first phase of the Shams Ar-Riyadh project commenced in 2007. This phase covered the completion of grading works, development of the project's frontage, construction of a bridge passing over the natural valley linking commercial and residential areas and the construction of two electrical power substations. As at 30 September 2013, the project was approximately 42% completed, with construction having been slowed down in the financial crisis to allow Dar Al-Arkan to prioritise building its cash reserves and completing projects already under constructions, such as Al Qasr residential apartments and Al Qasr Mall projects. The development of infrastructure, sewage, roads, water, landscaping as well as the construction of the superstructure is scheduled to begin in first half of 2014. The total cost of the Shams Ar-Riyadh project is estimated at approximately SAR 2.4 billion (U.S.$641 million).

Shams Al Arous

The Shams Al-Arous project is Dar Al-Arkan's third Master-Planned Community and is located approximately 12 kilometres east of downtown Jeddah, covering an area of approximately 1.7 million square metres. All of the land has been fully developed including access to Palestine road which is one of the main highways in Jeddah. The project is expected to include 1,083 residential plots for sale. Dar Al-Arkan also expects to develop and retain 3,304 residential units, in addition to 190,000 sqm of commercial space, as investment properties for rent. The project also includes approximately 316,000 sqm of mixed use plots for sale. Development of the Shams Al-Arous project will be completed in stages, with the entire project expected to be completed by 2018, at a total estimated cost of SAR 4.03 billion (U.S.$1.07 billion).

In accordance with Dar Al-Arkan's strategy of phased development, the first phase of the Shams Al-Arous project commenced in 2008. As at 30 September 2013, approximately 49% of the project has been completed (as described above). The next phase of the project, which will involve the construction of the residential and commercial buildings for sale and lease, is expected to commence by the beginning of 2014.

Land Development Projects

Qasr Khozam Land Development Project

The Qasr Khozam Land Development Project was announced in 2008. The project is being developed as a joint venture between Dar Al-Arkan and Jeddah Development and Urban Regeneration Company. The project consists approximately 4 million square metres of land and is located in the central south east region of Jeddah, near the port and the district of Al Balad, the original city centre of Jeddah. The project is intended to revitalises the city centre of Jeddah into a fully sustainable central business district. The land area will be completely redeveloped, with existing infrastructure replaced entirely with new infrastructure that will support wide roads, a light rail transportation system and high-rise buildings with existing dwellings being demolished.

Khozam Real Estate Development Company was formed in October 2009 to develop the Qasr Khozam Land Development Project pursuant to a joint venture agreement between Dar Al-Arkan and Jeddah Development and Urban Regeneration Company. Pursuant to this agreement, Dar Al-Arkan is responsible for performing a feasibility study and creating a master plan for the project. In addition, Dar Al-Arkan is responsible for developing basic infrastructure relating to residential and commercial use, such as water, electricity and other utilities, as well as paved streets and sidewalks.

KDC has obtained all required approval for the project, including the approval of master plan by the Ministry of Municipal and Rural Affairs and all permissions and licenses required for processing the deeds for the first phase of the project.

The first phase of the project involving land of 165,000 square metres has been completed (with the site being cleared, fenced and demarcated into 18 saleable plots). KDC expects to commence selling these plots from 2014 onwards. The total expected cost for the Qasr Khozam project is SAR 12 billion (U.S.$3.2 billion).

Land Bank

Dar Al-Arkan and its consolidated subsidiaries legally and beneficially own a substantial land bank. As of 30 September 2013, this land bank consisted of SAR 10.53 billion (U.S.$2.81 billion) of undeveloped land and SAR 2.83 billion (U.S.$0.76 billion) of developed land, all of which was valued on Dar Al-Arkan's balance sheet at cost. In the future, Dar Al-Arkan may decide to use such land for its development projects, or it may sell such land. Management continuously reviews Dar Al-Arkan's inventory of undeveloped land and disposes of those plots that it considers non-core to Dar Al-Arkan's real estate development operations.

Administrative Systems and Technology

Dar Al-Arkan uses state of the art information technology systems to organises its project development operations. Dar Al-Arkan uses an oracle based enterprise resource planning tool (which includes a property management module), as well as Primavera, an engineering and project management application.

Intellectual Property

Save for Dar Al-Arkan's logo, which is registered as a trademark in the Kingdom, there are no other trademarks, patents, copyright or other intellectual property rights which are material in relation to Dar Al-Arkan's business or profitability or on which Dar Al-Arkan is dependent.

Market Research

Dar Al-Arkan has invested significantly in market research. Management believes this has contributed to Dar Al-Arkan's growth over the past few years. Since its inception, Dar Al-Arkan has invested more than SAR 27 million (U.S.$7.2 million) in market research. Dar Al-Arkan also commissions research on the real estate development and real estate finance markets. Going forward, Dar Al-Arkan plans to continue to invest in market research.

Competition

In recent years larger regional real estate developers have entered the Kingdom's real estate development market, in particular developers from the United Arab Emirates. Certain of these competitors are developing projects similar to Dar Al-Arkan's Master-Planned Communities. These competitors have greater expertise and financial, technical, and marketing resources than the smaller developers with which Dar Al-Arkan has historically competed. Notwithstanding this increase in competition, management believes that Dar Al-Arkan remains a leading real estate developer in the Kingdom, particularly with respect to Master-Planned Communities targeted to the diversified income segments of the population.

Employees

As of 30 September 2013, Dar Al-Arkan employed 330 employees (excluding third party consultants and contractors). Approximately 88% of Dar Al-Arkan's workforce is located in Riyadh where its headquarters are situated. The remaining employees are located in Dar Al-Arkan's three branch offices in Makkah, Jeddah and Madinah. Of Dar Al-Arkan's 330 employees, 115 are engaged in general and administrative activities, 133 are engaged in activities related to project development, 67 are engaged in activities relating to sales and 20 are engaged in activities relating to marketing.

The table below sets out a breakdown of Dar Al-Arkan's employees by office/branch and nationality, as of 30 September 2013:

Office/Branch	Number of non-Saudi employees	Number of Saudi employees	Total number of employees
Riyadh	213	77	290
Makkah	10	–	10
Jeddah	8	2	10
Almadinah	16	4	20
Total	247	83	330

Dar Al-Arkan seeks qualified recruits in local and international labour markets and aims to offer competitive remuneration in order to retain a competent and skilled workforce. During 2011, Dar Al-Arkan engaged a major consulting company to review and develop its salaries and benefits packages in line with other major companies in the Saudi labour market.

Related Party Transactions

During the three financial years preceding the date of this Base Prospectus, Dar Al-Arkan has not entered into significant transactions with companies in which Dar Al-Arkan's founding shareholders, directors and/or officers have material interests, and has not entered into any contracts or material interest for any of its directors, the General Manager or the Chief Financial Officer or with any other related party.

Dar Al-Arkan sold residential units to individuals financed by Saudi Home Loans Company, an associate and a related party, where it paid Dar Al-Arkan on behalf of the buyers with no recourse to Dar Al-Arkan if such lending by Saudi Home Loans Company results in a bad debt. As of 30 September 2013, the total amount due for such transactions from this related party was SAR 0.14 million (U.S.$0.04 million). Management believes that these transactions are based on arm's length principles to accommodate the respective interests of the parties in a manner that is fair and beneficial to both parties.

Disputes

In February 2012, websites entitled http://www.daralarkan-crisis.com and http://sukukcompliance.com were created, which made certain allegations with respect to Dar Al-Arkan and certain related parties, including an allegation that Dar Al-Arkan would not be able to repay its U.S.$1 billion sukuk due in July 2012.

Dar Al-Arkan instigated legal proceedings in the UK courts and, following the decision of the Commercial Court on 18 June 2012, Dar Al-Arkan obtained a number of ex-parte orders against the defendants in these legal proceedings and these websites were closed down in August 2012. Notwithstanding the allegations contained within the websites, Dar Al-Arkan was able to repay, on time and in full, its U.S.$1 billion Sukuk in July 2012.

The ex-parte orders granted in the original hearing were challenged by the defendants and, pursuant to a judgment of the Queen's Bench Division of the High Court of Justice on 12 December 2012, certain of these ex-parte orders were subsequently set aside. Dar Al-Arkan continues to vigorously pursue its legal remedies with respect to the allegations and subsequent decisions. Any adverse judgment against Dar Al-Arkan in the current proceedings would not result in any material financial liability to Dar Al-Arkan or have any significant effect on its future financial position or profitability. Furthermore, to the best of its knowledge and belief, Dar Al-Arkan is not, nor has it at any time been, the subject of any formal governmental or regulatory investigations in the Kingdom of Saudi Arabia with respect to any of the allegations that were set out in the websites.

Capital Structure

As of 30 September 2013, Dar Al-Arkan's issued capital stood at SAR 10.80 billion (U.S.$2.88 billion) divided into 1.08 billion ordinary shares of par value of SAR 10 each (U.S.$2.67). As of 30 September 2013, the founding shareholders of Dar Al-Arkan and their family members beneficially owned approximately 70% of Dar Al-Arkan's ordinary shares, either directly or through companies that they control.

As of 30 September 2013, the only shareholders who held more than 5% of Dar Al-Arkan's issued share capital were:

Name	**Percentage ownership of Dar Al-Arkan**
Khalid Abdullah Al Shelash	9.11%
Kingdom Instalment Company	6.6%

As of the date of this Base Prospectus, Dar Al-Arkan has not issued any options or other rights to acquire shares in its share capital.

Corporate Structure

Dar Al-Arkan has established a number of subsidiary companies in order to diversify its investment portfolio and sources of income.

The following is a summary of Dar Al-Arkan's principal operating subsidiaries:

Dar Al-Arkan Projects Company

Dar Al-Arkan Projects Company is a limited liability company registered in Riyadh with commercial registration no. 1010247583, dated 28/3/1429H (corresponding to 5/4/2008). Its principal operations include construction of residential and commercial buildings, including construction, maintenance, demolition and restructuring.

Dar Al-Arkan Properties Company

Dar Al-Arkan Properties Company is a limited liability company registered in Riyadh with commercial registration no. 1010254063, dated 25/7/1429H (corresponding to 28/7/2008). Its principal operations include the development and acquisition of commercial and residential real estate and the provision of management and operational services and the maintenance of residential and commercial buildings and public facilities.

Dar Al-Arkan Commercial Investment Company

Dar Al-Arkan Investment Company is a limited liability company registered in Riyadh with commercial registration no. 1010247585, dated 28/3/1429H (corresponding to 5/4/2008). Its principal operations include real estate investment.

Dar Al-Arkan Sukuk Company

Dar Al-Arkan Sukuk Company is a limited liability company registered in Riyadh with commercial registration no. 1010256421, dated 16/9/1429H (corresponding to 16/9/2008). Its principal operations include real estate development and investment.

Al-Arkan Sukuk Company

Al-Arkan Sukuk Company, Investment Manager for Sukuk IV, is a limited liability company registered in Riyadh with commercial registration no. 1010274407, dated 11/10/1430H (corresponding to 01/10/2009). Its principal operations include the development, maintenance and management of real estate, purchase of land and general contracting.

Thawabit Investment Company

Thawabit Investment Company is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010275449, dated 30/10/1430H (corresponding to 19/10/2009). It operates in real estate investment and development in the Kingdom of Saudi Arabia.

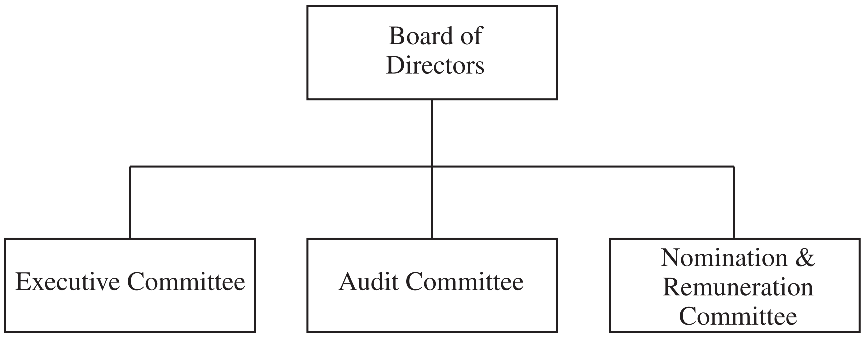
Dar Al-Arkan Sukuk International Company

Dar Al-Arkan Sukuk International Company (formally Siyada Investment Company) is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010275448, dated 30/10/1430H (corresponding to 19/102009). It operates as the Investment Manager under the Programme.

MANAGEMENT

Overview

The following chart shows the structure of Dar Al-Arkan's corporate governing bodies, including its Board of Directors and committees of the Board of Directors:



Board of Directors

Dar Al-Arkan's Board of Directors is responsible for the management of Dar Al-Arkan's business. It consists of ten members who are appointed by a regular meeting of the General Assembly of Shareholders for a period not exceeding three years. The current Board of Directors will be allowed to serve until the end of 2015.

The Managing Director of Dar Al-Arkan is appointed by the Board of Directors and the Board of Directors also determines his powers and remuneration. The Board of Directors cannot elect the Chairman of the Board of Directors to be the Managing Director of the Company.

The Board of Directors has the power to propose its compensation for approval to the General Assembly of Shareholders.

The following table shows a list of current members of the Board of Directors,

Name	Capacity	Age
Yousef Abdullah Al Shelash	Chairman	45
Abdullatif Abdullah Al Shalash	Managing Director	41
Hethloul Saleh Al Hethloul	Member	48
Abdul Aziz Abdullah Al Shelash	Member	51
Khalid Abdullah Al Shalash	Member	43
Majed Roumi Soliman Al Roumi	Member	46
Tariq Mohammad Ali Al Jarallah	Member	43
Majed Abdul Rahman Al Qasem	Member	40
Abdulrahman Hamad Saleh Al Harkan	Member	51
Fahd Saleh Abdulaziz Al Ajlan	Member	38
Ahmed Mohammed Othman Al Dahash	Member	74

In the five years preceding the date of this Base Prospectus, no member of the Board of Directors of Dar Al-Arkan has been convicted of any fraudulent offence, served as director, partner, founder or senior manager of any organisation at the time of any bankruptcy, receivership, any official public incrimination or sanctions by statutory or regulatory authorities, including designated professional bodies, or has been disqualified by a court from acting as a director of an issuer or from acting in the management or conduct of affairs of any issuer.

There are no conflicts of interest between the private interests or other duties of Dar Al-Arkan's directors and their duties to Dar Al-Arkan. The business address of each of the Directors is c/o Dar Al-Arkan Real Estate Development Company, Maathar Street, P.O. Box 105633, Riyadh 11656, Kingdom of Saudi Arabia.

Eight of the eleven members of Dar Al-Arkan's board of directors are also founding shareholders of Dar Al-Arkan. Set forth below are brief biographies of each member of the Board of Directors.

Mr. Yousef Abdullah Al Shelash (Chairman)

Mr. Al Shelash is chairman of the board. He is a Saudi national and a founding shareholder of Dar Al Arkan. Mr. Al Shelash holds a bachelor's degree in Islamic Jurisprudence from Imam Mohammed bin Saud University in Riyadh. He is also the chairman of the following entities:

- Saudi Home Loans Company;
- Alkhair Capital Saudi Arabia; and
- Bank Alkhair B.S.C. (c).

Mr. Abdullatif Abdullah Al-Shalash (Managing Director)

Mr. Al Shalash is the managing director of Dar Al-Arkan. He is a Saudi national and has been with Dar Al-Arkan since its inception. Mr. Al Shalash holds a bachelor's degree in organisation leadership and supervision from Purdue University, Indiana, USA and an MBA from Findlay University, Ohio, USA. He is also a board member of the following entities:

- Saudi Home Loans Company;
- Alkhair Capital Saudi Arabia; and
- Bank Alkhair B.S.C. (c).

Mr. Hethloul Saleh Al Hethloul

Mr. Al Hethloul is a Saudi national and a founding shareholder of Dar Al-Arkan. He is also a board member of the following entities:

- Saudi Home Loans Company;
- Alkhair Capital Saudi Arabia; and
- Bank Alkhair B.S.C. (c)

Mr. Khalid Abdullah Al Shalash

Mr. Al Shalash is a Saudi national and a founding shareholder of Dar Al-Arkan. Mr. Al Shalash is a graduate of the King Fahad Security Academy and is also a member of the following organisations:

- Nama Al-Sahrah Company; and
- Board Member of Manazel Construction Company.

Mr. Majed Abdul Rahman Al Qasem

Mr. Al Kasem is a Saudi national and a founding shareholder of Dar Al-Arkan. He holds a bachelor's degree in Islamic Studies from Imam Mohammed bin Saud University in Riyadh. He is also a Board Member of Nama Al Sahrah Company.

Mr. Tariq Mohammed Ali Al Jarallah

Mr. Al Jarallah is a Saudi national and a founding shareholder of Dar Al-Arkan. He holds a bachelor's degree in management from King Saud University in Riyadh. Mr. A. Jarallah is also a board member of the following entities:

- Saudi Home Loans Company; and
- Nama Al-Sahrah Company.

Mr. Abdul Aziz Abdullah Al Shelash

Mr. Al Shelash is a Saudi national and a founding shareholder of Dar Al-Arkan. Mr. Al Shelash holds a bachelor's degree in Islamic Studies from Imam Mohammed bin Saud University in Riyadh.

Mr. Majed Roumi Soliman Al Roumi

Mr. Al Roumi is a Saudi national and a founding shareholder of Dar Al-Arkan. Mr. Al Roumi is a graduate of the Teacher's College of Riyadh.

Dr. Abdulrahman Hamad Saleh Al Harkan

Dr. Al Harkan joined Dar Al-Arkan in April 2012 as a general manager and in July 2013 he was elected as a board member in Dar Al-Arkan. He holds a PhD degree in Engineering from Michigan University. Dr. Al-Harkan's professional experience includes several key positions including Dean of King Saud University, Chief Academic Officer of Al Faisal University, Vice President of the Real Estate Sector at the Savola Group, and Executive Director of the Business Sector at King Saud University.

Mr. Fahd Saleh Abdulaziz Al Ajlan

Mr. Al Ajlan is a Saudi national and has over 13 years of experience in financial and real estate investment and strategic planning. Mr. Al Ajlan is currently the vice general manager of the planning and development department at the General Organization of Social Insurance (**GOSI**), having previously held various other positions within the real estate investment department of GOSI. Mr. Al Ajlan holds a master degree in actuarial science and finance.

Mr. Ahmed Mohammed Othman Al Dahash

Mr. Al Dahash is a Saudi national and has over 50 years of experience in a number of business sectors, including real estate, contracting and oil and gas. Mr. Al Dahash is also a board member of Saba' Real Estate Company.

Committees

Executive Committee

The Executive Committee is comprised of the Chairman of the Board of Directors in addition to three board members, all of whom are appointed by the Board of Directors. Its major responsibilities are as follows:

- meet on a weekly basis to evaluate commitments and progress of various projects as well as to monitor and evaluate the land acquisition and investment process in conjunction with senior management;
- monitor and evaluate the overall performance of Dar Al-Arkan and resolve any issues of production progress, action plans, resource allocations;
- review and resolve any outstanding financial and administrative issues; and
- take corrective measures in order to ensure that Dar Al-Arkan achieves its periodical targets.

Audit Committee

The Audit Committee is comprised of four board members who are appointed by the Board of Directors. Its major functional responsibilities are as follows:

- audit financial transactions to ensure compliance with predetermined budget and accounting systems;
- monitor internal control systems, processes and related policies to ensure their effective functioning, in addition to monitoring risk;

- monitor compliance with quality control processes;
- insures economic viability of various sources of funding as well as compliance of such sources to Islamic finance principles; and
- instantaneous reporting to appropriate levels of management on any significant control failure or weakness identified.

Nominations and Remuneration Committee

The Nomination and Remuneration Committee is comprised of the Chairman of the Board of Directors in addition to three board members, all of whom are appointed by the general assembly of the shareholders of Dar Al-Arkan. The major functional responsibilities of this committee are as follows:

- nominate individuals for membership to the Board of Directors;
- conduct annual reviews of capabilities and scope of responsibilities relating to board membership and to report on the same regularly;
- recommend appropriate changes/modifications to (including but not limited to) compensation structures and nomination procedures;
- report on any conflict of interest and recommend remedial actions; and
- develop clear policies and criteria for rewarding board members.

Senior Management

The senior management of Dar Al-Arkan is composed of professionals with significant experience in the field of real estate development and their respective areas of specialty. Each member of the senior management has specific responsibilities and is subject to the oversight by the Managing Director of the Board of Directors.

The aggregate annual compensation of the senior executive officers including Managing Director, General Manager, Chief Financial Officer for the year ended 31 December 2012 was SAR 10.2 million (U.S.$2.72 million). Senior management are also eligible for annual performance bonuses of up to 25% of their base salaries.

The following table shows a list of current members of Dar Al-Arkan's senior management:

Name	Position	Age
Mr. Abdullatif Abdullah Al Shalash	Managing Director	41
Dr. Abdul Rahman Bin Hamad Al Harkan	General Manager	51
Mika Tiovola	Chief Financial Officer	52
Nabil Al Ghoul	Development and Construction Manager	56
Abdulaziz Al Dhuayan	Marketing Manager	36
Mr. Mosaed F. Al Mansoor	Information Technology Manager	54
Abdulrahman A. Al Dakheel	Property Management Manager	51
Carlos E. Del Pino	Risk Management Manager	61
Mohammed Al-Shammari	Human Resources and Administrative Manager	46

In the five years preceding the date of this Base Prospectus, no member of Dar Al-Arkan's senior management has been convicted of any fraudulent offence, served as director, partner, founder or senior manager of any organisation at the time of any bankruptcy, receivership, any official public incrimination or sanctions by statutory or regulatory authorities, including designated professional bodies.

There are no conflicts of interest between the private interests or other duties of Dar Al-Arkan's senior management and their duties to Dar Al-Arkan.

Set forth below are brief biographies of each member of the senior management of Dar Al-Arkan:

Mr. Abdullatif Abdullah Al Shalash (Managing Director)

See the section above entitled "*Board of Directors*" for Mr. Al Shalash's biography.

Dr. Abdul Rahman Bin Hamad Al Harkan (General Manager)

See the section above entitled "Board of Directors" for Dr. Al Harkan's biography.

Mr. Mika Tiovola (Chief Financial Officer)

Mr. Tiovola joined Dar Al-Arkan in April 2013 as Chief Financial Officer. He possesses more than 15 years of experience in finance and holds a B.Sc in National Economics from University of Jyväskylä, Finland. Prior to joining Dar Al-Arkan, Mr. Tiovola was Chief Financial Officer at Al-Arrab General Contracting.

Mr. Nabil Al Ghoul (Development and Construction Manager)

Mr. Al Ghoul joined Dar Al-Arkan in March 2010. Mr. Al Ghoul is a graduate from King Abdulaziz University, Jeddah, KSA, with a major in Civil Engineering. He has approximately 32 years of experience in the field of construction and project management in the GCC region. Prior to joining Dar Al Arkan, Mr. Al Ghoul was Senior Project Manager for Union Properties PJSC, Dubai, UAE.

Mr. Abdulaziz Al-Dhuayan (Marketing Manager)

Mr. Al-Dhuayan joined Dar Al-Arkan in February 2011. Mr. Al-Dhuayan holds a bachelor's degree in Marketing from King Fahad University of Petroleum and Minerals, College of Industrial Management, Dhahran, KSA. He has approximately 22 years of experience in the field of Marketing and Public Relations. Prior to joining Dar Al Arkan, Mr. Al-Dhuayan was Marketing and Public Relations Manager for Al Rajhi Bank, Riyadh, KSA.

Mr. Mosaed F. Al Mansoor (Information Technology Manager)

Mr. Al Mansoor joined Dar Al-Arkan in September 2006. Mr. Al Mansoor holds a bachelor's degree in Computer Information System from Arkansas University, USA. He has approximately 28 years of experience in the field of Information Technology. Prior to joining Dar Al-Arkan, Mr. Al-Mansoor was Information Technology Manager for Al Rajhi Steel Company, KSA.

Mr. Abdulrahman A. Al Dakheel (Property Management Manager)

Mr. Al Dakheel joined Dar Al-Arkan in 2008. Prior to joining Dar Al-Arkan, he worked from 1999 to 2008 as Regional Property Director at Savola Group Real Estate Division, where he was responsible for the management of six malls of the Savola Group. From 1998 to 1999, he was also General Manager at Fafa Advertizing Agency and from 1987 to 1998, he was Regional Manager at Panda Retail Division, where he was responsible for the management of seven Panda supermarkets in the Eastern Division. Mr. Abdulrahman is a member of Middle East Council of Shopping Centres and International Council of Shopping Centres.

Mr. Carlos E. Del Pino (Risk Management Manager)

Mr. Del Pino joined Dar Al-Arkan in January 2008. Mr. Del Pino holds a BS degree from Winthrop University, South Carolina, USA. His professional background includes 25 years of international experience in the areas of risk management, risk assessment and audit assurance acquired in major multinational companies such as, Countrywide Financial Corporation where he was Senior Vice President Enterprise Risk Assessment, responsible for Operational Risk; Hughes Electronics Inc. Operations Planning Director, responsible for the oversight of eight countries' operations and Chief Audit Executive; Chiquita Brands International, Audit Manager; ContiGroup Companies, Inc and Philip Morris Companies.

Mr. Mohammed Al-Shammari (Human Resources and Administrative Manager)

Mr. Al-Shammari joined Dar Al-Arkan in 2009. Mr. Al Shammari holds a Master Degree in Human Resources Development from Indiana State University, USA. Prior to joining Dar Al-Arkan, Mr. Al Shammari served as Chief Human Resources Officer of SOFINCO SAUDI FRANSI (sister company of Banque Saudi Fransi) and worked 13 years as Deputy HR Manager in Banque Saudi Fransi. Throughout his career Mr. Al-Shammari has had extensive experience in human resources, administration, personnel training, government relations, compensation and benefits and premises and security.

Ownership of Shares by Directors and Senior Management

Details of the Directors' and the Senior Management's shareholdings are published each year in Dar Al-Arkan's annual report. As of 31 December 2012, the following Directors and members of Senior Management held shares in Dar Al-Arkan:

Name of Shareholder	Position	Ownership Percentage	No of Shares
Khalid Abdullah Al Shalash	Director	9.11%	98,352,745
Yousef Abdullah Al Shelash	Chairman	4.08%	44,114,542
Tariq Mohamed Al Jarallah	Director	2.47%	26,641,132
Majed Roumi Soliman Al Roumi	Director	1.84%	19,859,793
Hethloul Saleh Al Hethloul	Director	0.68%	7,388,482
Abdullatif Abdullah Al Shalash	Managing Director	0.42%	4,483,000
Majed Abdul Rahman Al Qasem	Director	0.26%	2,800,000
Ahmed Bin Saleh Al-Dehailan	Chief, Internal Audit	0.02%	60,000
Abdul Rahman Saleh Al-Harkan	General Manager	*	10,000
Abdul Aziz Abdullah Al Shelash	Director	*	5,000
Total		**20.12%**	**217,311,241**

* Negligible

Internal Audit and Control

The internal audit department of Dar Al-Arkan reports directly to the Board of Directors. Its professional staff is certified by the International Institute of Internal Audit and employs international auditing standards. The internal audit department verifies the authenticity of the internal control procedures to monitor Dar Al-Arkan's operations and to ensure the accuracy and reliability of financial statements according to accounting standards and compliance with laws and regulations.

The internal control system of Dar Al-Arkan was implemented for the purpose of mitigating risks and efficient and cost-effective execution of Dar Al-Arkan's operations, ensuring accuracy and reliability of Dar Al-Arkan's financial statements, compliance with applied laws and regulations to safeguard Dar Al-Arkan's assets from loss, misuse or damage. The internal control system comprises an organisational structure with clear operating and reporting procedures as well as administrative and accounts controls.

Corporate Governance

Dar Al-Arkan has implemented all of the mandatory rules set out in Articles 9, 12 and 14 of the Corporate Governance Regulations issued by CMA (the "**Corporate Governance Regulation**"). Dar Al-Arkan has also implemented the majority of the advisory guidelines set out in the Corporate Governance Regulations, in particular, the guidelines relating to the rights of shareholders and compliance with disclosure and transparency procedures. Dar Al-Arkan received the award for Best Corporate Governance, Saudi Arabia in 2013 from World Finance.

SUMMARY OF THE PRINCIPAL TRANSACTION DOCUMENTS

The following is a summary of certain provisions of the principal Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the principal Transaction Documents. Copies of the Transaction Documents will be available for inspection at the offices of the Principal Paying Agent (as defined in the Conditions).

The Investment Management Agreement

Pursuant to the Investment Management Agreement, the Sukuk Proceeds of each Series will be applied by the Trustee through the Investment Manager to invest in a single portfolio of investments (relating to that Series) comprising an Ijara Agreement and a Murabaha Agreement entered into between the Investment Manager and certain Restricted Subsidiaries of Dar Al-Arkan (each as defined in the Conditions) (together with any further and/or replacement Ijara Agreements and Murabaha Agreements entered into from time to time between the Investment Manager and certain Restricted Subsidiaries in accordance with the terms of the Investment Management Agreement, each a **Sukuk Portfolio**) in accordance with the relevant Investment Plan (as defined below). The Investment Management Agreement provides that a minimum amount corresponding to 51 per cent. of the face amount of the Certificates of the relevant Series outstanding must be invested in Ijara Agreements at all times, except during the period necessary for the replacement of any Ijara Agreement which is terminated as a result of the occurrence of a Total Loss.

The **Investment Plan** means the requirement for the Investment Manager: (i) to invest the relevant Sukuk Proceeds into a portfolio of Sukuk Contracts which generates returns at least equal to each relevant Periodic Distribution Amount for a period which is equal to or greater than the remaining duration of the relevant Certificates which are outstanding at the time of the relevant investment; and (ii) to ensure satisfaction of the Underlying Value Conditions. The Investment Manager is not entitled to commingle its own assets with any Sukuk Portfolio. The Investment Manager has undertaken to the Trustee that so long as any Certificates remain outstanding, it shall not conduct any business or enter into any transactions other than those expressly permitted under, or contemplated by the Investment Management Agreement and the related Sukuk Contracts.

The **Underlying Value Conditions** are the following conditions which are to be met by the Investment Manager with respect to each Series in accordance with the terms of the Investment Management Agreement:

(a) proper application of the relevant Sukuk Proceeds in appropriate revenue-generating Sukuk Contracts in accordance with the Investment Management Agreement;

(b) proper monitoring and timely enforcement of the performance of each counterparty under such Sukuk Contracts;

(c) ensuring that each such Sukuk Contract remains in full force and effect whilst any Certificates of the relevant Series remain outstanding, unless it expires or is terminated in accordance with its terms, and to the extent that a Sukuk Contract expires or is terminated prior to the relevant Scheduled Dissolution Date and a Dissolution Event Redemption Date, an Early Tax Dissolution Date or an Early Dissolution Date (Trustee Call) (if applicable), as the case may be, has not occurred, ensuring that such Sukuk Contract is replaced by a contract of equal or greater aggregate value (being the amounts payable under the relevant Sukuk Contract by the counterparty to such Sukuk Contract including, without limitation, compliance with limb (i) of the definition of Investment Plan) on the same day of such expiry or termination of the relevant Sukuk Contract, save where (i) an Ijara Agreement has been terminated as a result of a Total Loss, in which case a replacement Ijara Agreement will be entered into within six days of the occurrence of such Total Loss; or (ii) any Certificates have been purchased by Dar Al-Arkan and/or any subsidiary thereof and are proposed to be cancelled pursuant to Condition 13, in which case such Sukuk Contract must be replaced only if and to the extent required to ensure compliance with the terms of the relevant Investment Plan; and

(d) not waiving or forgiving the obligation of any counterparty under any such Sukuk Contract and not entering into any arrangement to dispose at a discount of any rights under any such Sukuk Contract.

Each Ijara Agreement relating to the relevant Series must be entered into substantially on the terms set out in the Investment Management Agreement and the initial Ijara Agreement relating to the relevant Series will be entered into on the relevant Issue Date. Pursuant to each Ijara Agreement, land and/or other real estate assets (the **Leased Assets**) are leased by the Investment Manager, acting as lessor (the **Lessor**) to the Ijara counterparty (who the Investment Manager has agreed must be a Restricted Subsidiary of Dar Al-Arkan) acting as lessee (the **Lessee**) for payments of rental and other amounts to be made by the Lessee in respect of the Leased Assets on regular lease payment dates corresponding to the Periodic Distribution Dates. The Investment Manager must also enter into the following contracts in connection with each Ijara Agreement, each substantially in the form of those set in the Investment Management Agreement:

- **Sale and Purchase Agreement:** the contract pursuant to which the relevant Leased Assets are purchased by the Lessor from Dar Al-Arkan prior to entering into the Ijara Agreement;

- **Service Agency Agreement:** the contract pursuant to which the Lessor appoints the relevant Lessee as service agent in respect of the relevant Leased Assets. The Lessee is responsible for, amongst other things, obtaining and maintaining Takaful insurance and certain maintenance and repair obligations in respect of the relevant Leased Assets; and

- **Purchase Undertaking:** an undertaking pursuant to which the relevant Restricted Subsidiary (in its capacity as obligor thereunder) undertakes to purchase the Leased Assets from the Investment Manager (in its capacity as beneficiary under the Purchase Undertaking) in the circumstances set out in the Purchase Undertaking (including if the Ijara Agreement is terminated in accordance with its terms prior to the Scheduled Dissolution Date of the Certificates of the relevant Series).

Each Murabaha Agreement relating to the relevant Series must be entered into substantially on the terms set out in the Investment Management Agreement and the initial Murabaha Agreement relating to the relevant Series will be entered into on the relevant Issue Date. Pursuant to each Murabaha Agreement, the Investment Manager agrees to buy commodities from a commodities agent, and then sells the commodities on to a Murabaha counterparty (who the Investment Manager has agreed must be a Restricted Subsidiary of Dar Al-Arkan) in consideration for payment of a deferred purchase price.

The services to be provided by the Investment Manager under the Investment Management Agreement in respect of each Series will commence on the relevant Issue Date and will end on the later of (i) the date falling two Business Days prior to the relevant Scheduled Dissolution Date, any Dissolution Event Redemption Date, an Early Tax Dissolution Date, any Early Dissolution Date (Trustee Call) or the date on which the Guarantor purchases all (but not some only) of the outstanding Certificates of the relevant Series pursuant to a Mandatory Offer to Purchase Certificates and (ii) the date on which the Sukuk Portfolio Liquidation Proceeds are paid by the Investment Manager to the Principal Paying Agent on behalf of the Trustee in accordance with the Investment Management Agreement.

On the date falling two Business Days prior to each Periodic Distribution Date relating to the relevant Series of Certificates, the Investment Manager will collect all sums due from the counterparties to the relevant Ijara Agreements and relevant Murabaha Agreements (the **Profit Collections**) and on the same date pay such Profit Collections to the Principal Paying Agent on behalf of the Trustee by depositing the same in the relevant Transaction Account. The Principal Paying Agent will in turn apply such amounts to pay the Periodic Distribution Amount to the relevant Certificateholders on the relevant Periodic Distribution Date.

On the date falling two Business Days prior to the Scheduled Dissolution Date, a Dissolution Event Redemption Date, an Early Tax Dissolution Date or an Early Dissolution Date (Trustee Call) relating to a Series of Certificates, as the case may be, the Investment Manager will liquidate the relevant Sukuk Portfolio in accordance with the Investment Management Agreement and pay the proceeds of such liquidation (the **Sukuk Portfolio Liquidation Proceeds**) to the Principal Paying Agent (on behalf of the Trustee) by depositing the same in the relevant Transaction Account who will in turn apply such amounts to pay the

Dissolution Amount to the Certificateholders on the Scheduled Dissolution Date, Dissolution Event Redemption Date, Early Tax Dissolution Date or Early Dissolution Date (Trustee Call), as the case may be.

The Investment Management Agreement is governed by the laws of the Kingdom of Saudi Arabia.

The Guarantee

Nature of the Guarantee

Pursuant to the Guarantee, the Guarantor irrevocably and unconditionally, in each case in favour of the Trustee and the Delegate (in respect of each Series): (a) guarantees for the purpose of paragraph (b) and (c) below (without double-counting), and only to the extent that a Distribution Shortfall Restoration Amount or a Value Restoration Amount (as the case may be) is due and payable, the prompt performance by each relevant Sukuk Contract Counterparty of its obligations under those Sukuk Contract(s); (b) undertakes to pay to the Principal Paying Agent (on behalf of the Trustee), immediately on receipt of a Payment Notice from (or on behalf of) the Trustee, the relevant Distribution Shortfall Restoration Amount (if any) specified in that Payment Notice by depositing the same in the relevant Transaction Account; (c) undertakes to pay to the Principal Paying Agent (on behalf of the Trustee), immediately upon receipt of a Payment Notice from (or on behalf of) the Trustee, the relevant Value Restoration Amount (if any) referred to in that Payment Notice by depositing the same in the relevant Transaction Account; and (d) agrees with the Trustee that, to the extent any amount claimed under (a) to (c) above is not recoverable from the Guarantor on the basis of a guarantee, then the Guarantor will be liable (but without double-counting) as a principal debtor and primary obligor to indemnify the Trustee in respect of any loss (i) incurred as a result of any relevant Sukuk Contract Counterparty failing to pay any amount expressed to be due and payable by it under a Sukuk Contract when it should have been paid; (ii) incurred by the Trustee and payable by the Investment Manager in the circumstances set out in the Investment Management Agreement; and (iii) incurred as a result of the Investment Manager failing to pay any additional amounts expressed to be due and payable under certain provisions of the Investment Management Agreement.

The Guarantee will constitute a general unsecured obligation of the Guarantor, granted in favour of the Trustee and the Delegate. The Guarantee will not contain any provisions limiting the recourse of the Trustee or the Delegate to the Guarantor for any due but unpaid Distribution Shortfall Restoration Amounts or Value Restoration Amounts.

The Guarantee will be governed by English law.

Dar Al-Arkan Events

The Guarantor will agree under the Guarantee that certain events or circumstances shall constitute a Dar Al-Arkan Event, the occurrence of which, together with certain other events, shall constitute a Dissolution Event under the Certificates. For a full list of Dar Al-Arkan Events and a description of the consequences of a Dissolution Event, see Condition 14 under "*Terms and Conditions of the Certificates*".

Repurchase of Certificates following a Change of Control

The Guarantor will agree that within 30 days following a Change of Control, the Guarantor will make an offer (to remain open for not less than 30 nor more than 60 days) to Certificateholders to repurchase all outstanding Certificates at a purchase price equal to the Change of Control Repurchase Amount set out in the applicable Final Terms, plus all accrued and unpaid Periodic Distribution Amounts, if any, to the date of purchase (subject to the right of Certificateholders of record on the relevant record date to receive a Periodic Distribution Amount on the relevant Periodic Distribution Date).

A **Change of Control** will occur if:

(a) any **person** (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50 per cent. of the total voting power of the Voting Stock of the Guarantor; provided, however, that the Permitted Holders do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors (for the purposes of this clause (a), such other person shall be deemed to beneficially own any Voting Stock of a specified person held by a parent entity, if such other person is the beneficial owner (as defined in this clause (a)), directly or indirectly, of more than 50 per cent. of the voting power of the Voting Stock of such parent entity and the Permitted Holders do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the board of directors of such parent entity);

(b) individuals who on the relevant Issue Date constituted the Board of Directors (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of the Guarantor was approved by a vote of a majority of the directors of the Guarantor then still in office who were either directors on the relevant Issue Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors then in office;

(c) the adoption of a plan relating to the liquidation or dissolution of the Guarantor; or

(d) the merger or consolidation of the Guarantor with or into another Person or the merger of another Person with or into the Guarantor, or the sale of all or substantially all the assets of the Guarantor (determined on a consolidated basis) to another Person other than (i) a transaction in which the survivor or transferee is a Person that is controlled by Permitted Holders or (ii) a transaction following which (A) in the case of a merger or consolidation transaction, holders of securities that represented 100 per cent. of the Voting Stock of the Guarantor immediately prior to such transaction (or other securities into which such securities are converted as part of such merger or consolidation transaction) own directly or indirectly at least a majority of the voting power of the Voting Stock of the surviving Person in such merger or consolidation transaction immediately after such transaction and in substantially the same proportion as before the transaction and (B) in the case of a sale of assets transaction, each transferee becomes an obligor in respect of the relevant Certificates and a Subsidiary of the transferor of such assets.

Repurchase of Certificates following exercise of Investor Put Option

If the applicable Final Terms specifies that Certificateholder Put Option is applicable to the Series, Dar Al-Arkan shall make an offer (each a **Certificateholder Put Option Offer**) (which shall remain open for not less than 45 nor more than 60 days) to repurchase any or all outstanding Certificates of the relevant Series at the Certificateholder Put Option Repurchase Amount, plus accrued and unpaid Periodic Distribution Amounts, if any, to the date of purchase, on the Certificateholder Put Option Repurchase Date(s) specified in the applicable Final Terms.

Covenants

The Certificateholders of each Series will also have the benefit of certain restrictive and financial covenants given by Dar Al-Arkan in the Guarantee. In particular, the Guarantor will undertake that:

1. ***General Undertakings***

1.1 ***Financial Undertakings***

For so long as any 2014 Sukuk Certificate is outstanding, the Guarantor will undertake to the Trustee and the Delegate that at all times whilst any Certificates of the relevant Series are outstanding:

(a) the Shareholders' Equity shall not be less than U.S.$2,300,000,000;

(b) its ratio of Total Liabilities to Total Assets shall not exceed 0.65:1.0; and

(c) its Current Ratio shall not be less than 1.1:1.0.

1.2 ***Notification of default***

The Guarantor shall notify the Trustee and the Delegate of any Dar Al-Arkan Event (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

1.3 ***Pari passu ranking***

The Guarantor shall ensure that all payments by and obligations of the Guarantor and the Investment Manager under any Transaction Document to which it is a party rank:

(a) in priority to any distributions (by way of profits, dividends or otherwise) by the Guarantor to its shareholders or by the Investment Manager to the Guarantor, as the case may be; and

(b) at least *pari passu* with the claims of all the unsecured and unsubordinated creditors of the Guarantor or the Investment Manager (as the case may be).

1.4 ***Insurance***

The Guarantor shall take out and maintain, or cause to be taken out and maintained, Islamic Takaful insurance in respect of its assets and activities in such amounts, covering such risks, and on such terms as are customary in the Kingdom of Saudi Arabia by a prudent person engaged in business of the same or a similar nature to the Guarantor.

1.5 ***Compliance with laws***

The Guarantor shall comply, and shall procure compliance by the Investment Manager, with all laws to which the Guarantor or the Investment Manager (as the case may be) may be subject, save to the extent that any failure to so comply would not prevent the performance in full by the Guarantor or the Investment Manager (as the case may be) of its obligations under the Transaction Documents to which it is a party.

1.6 ***Tax Affairs (Guarantor)***

The Guarantor shall, to the extent applicable:

(a) promptly file all tax returns required to be filed by it in any jurisdictions; and

(b) promptly pay all Taxes or, if any Tax is being contested in good faith and by appropriate means, maintain adequate provision for payment of that Tax.

1.7 ***Tax Affairs (Investment Manager)***

The Guarantor shall, to the extent applicable, procure that the Investment Manager:

(a) promptly files all tax returns required to be filed by the Investment Manager in any jurisdiction; and

(b) promptly pays all Taxes payable by the Investment Manager or, if any Tax is being contested in good faith and by appropriate means, maintain adequate provision for payment of that Tax.

2. ***Covenants***

2.1 ***Limitation on Indebtedness***

(a) The Guarantor will not, and will not permit any Restricted Subsidiary to, Incur, directly or indirectly, any Indebtedness; provided, however, that the Guarantor and any Restricted Subsidiary will be entitled to Incur Indebtedness if, on the date of such Incurrence and after giving effect thereto on a pro forma basis, the Consolidated Coverage Ratio is (for so long as any 2015 Sukuk Certificate is outstanding) at least 3.0 to 1.0 and (at any time thereafter) at least 2.5 to 1.0.

(b) Notwithstanding the foregoing clause (a), the Guarantor and the Restricted Subsidiaries will be entitled to Incur any or all of the following Indebtedness:

(1) Indebtedness Incurred by the Guarantor pursuant to a Credit Agreement; provided, however, that, after giving effect to any such Incurrence, the aggregate principal amount of all Indebtedness Incurred under this clause (1) and then outstanding does not exceed SAR 1.87 billion less the sum of all principal payments with respect to such Indebtedness pursuant to clause (a)(3)(A) and (a)(3)(C) of Paragraph 2.4 (*Limitation on Sales of Assets and Subsidiary Stock*);

(2) Indebtedness (including any Ijara agreements and Murabaha agreements) owed to and held by the Guarantor or a Restricted Subsidiary; provided, however, that (A) any subsequent issuance or transfer of any Capital Stock which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of such Indebtedness (other than to the Guarantor or a Restricted Subsidiary) shall be deemed, in each case, to constitute the Incurrence of such Indebtedness by the obligor thereon and (B) if the Guarantor is the obligor on such Indebtedness, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations with respect to its Guarantee;

(3) Indebtedness outstanding on the relevant Issue Date (other than Indebtedness described in clause (b)(1) or (b)(2) of this covenant) and the incurrence of Indebtedness represented by the Guarantee and any obligations of the Investment Manager to make any payment(s) to the Trustee in accordance with the Investment Management Agreement (to the extent deemed to constitute Indebtedness);

(4) Indebtedness (**Acquired Indebtedness**) of a Restricted Subsidiary Incurred and outstanding on or prior to the date on which such Subsidiary was acquired by the Guarantor (other than Indebtedness Incurred in connection with, or to provide all or any portion of the funds or credit support utilised to consummate, the transaction or series of related transactions pursuant to which such Subsidiary became a Subsidiary or was acquired by the Guarantor); provided, however, that on the date of such acquisition and after giving pro forma effect thereto, the Guarantor would have been entitled to Incur at least SAR 1.00 of additional Indebtedness pursuant to clause (a) of this Paragraph 2.1;

(5) Refinancing Indebtedness in respect of Indebtedness Incurred pursuant to clause (a) or pursuant to clause (b)(3) or (b)(4) or this clause (b)(5);

(6) Hedging Obligations directly related to Indebtedness permitted to be Incurred by the Guarantor and the Restricted Subsidiaries pursuant to the Guarantee entered into in the ordinary course of business and designed solely to protect the Guarantor or the relevant Restricted Subsidiary from fluctuations in interest rates or financing costs, currencies or the price of commodities and not for speculation;

(7) Workers' compensation claims, self-insurance obligations, obligations in respect of performance, bid and surety bonds and completion guarantees incurred or provided by the Guarantor or any Restricted Subsidiary in the ordinary course of business;

(8) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within five Business Days of its Incurrence;

(9) Indebtedness arising from agreements of the Guarantor or a Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in

each case, incurred or assumed in connection with the acquisition or disposition of any business, assets or Capital Stock of the Guarantor or any Restricted Subsidiary; provided that (A) the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds (including the Fair Market Value of non-cash consideration) actually received by (or held in escrow as a collateral for such Indebtedness for later release to) the Guarantor and its Restricted Subsidiaries in connection with such disposition (without giving effect to any subsequent changes in value) and (B) such Indebtedness is not, on the date of its Incurrence, reflected on the balance sheet of the Guarantor or any Restricted Subsidiary (contingent obligations referred to in a footnote to financial statements and not otherwise reflected on the balance sheet shall not be deemed to be reflected on such balance sheet for purposes of this clause (b)(9)(B));

(10) Indebtedness Incurred by the Guarantor or any Restricted Subsidiary for the purpose of financing (i) all or any part of the purchase price of real or personal property or equipment to be used in the Permitted Business in the ordinary course of business through the acquisition of Capital Stock of any Person that owns such real or personal property or equipment which will, upon such acquisition, become a Restricted Subsidiary or (ii) all or any part of the purchase price or the cost of acquisition, development, construction or improvement of real or personal property or equipment to be used in the Permitted Business by the Guarantor or such Restricted Subsidiary in the ordinary course of business; provided, however that (A) the aggregate principal amount of such Indebtedness shall not exceed such purchase price or cost, (B) such Indebtedness shall be Incurred no later than 60 days after the acquisition of such property or completion of such development, construction or improvement and (C) on the date of the Incurrence of such Indebtedness and after giving effect thereto, the aggregate principal amount outstanding of all such Indebtedness permitted by this clause (b)(10) (together with Refinancing thereof) does not exceed an amount equal to 15 per cent. of Total Assets; and

(11) Indebtedness of the Guarantor and the Restricted Subsidiaries in an aggregate principal amount which, when taken together with all other Indebtedness of the Guarantor and the Restricted Subsidiaries outstanding on the date of such Incurrence (other than Indebtedness permitted by clause (a) or clauses (b)(1) through (b)(10)) does not exceed SAR 300 million (or the SAR Equivalent thereof).

(c) Notwithstanding the foregoing, the Guarantor will not Incur any Indebtedness pursuant to the foregoing clause (b) if the proceeds thereof are used, directly or indirectly, to Refinance any Subordinated Obligations of the Guarantor unless such Indebtedness shall be subordinated to the relevant Certificates or the applicable Guarantee to at least the same extent as such Subordinated Obligations.

(d) For purposes of determining compliance with this covenant:

(1) any Indebtedness outstanding on the relevant Issue Date under the Credit Agreements will be treated as Incurred under clause (1) of paragraph (b) above;

(2) in the event that an item of Indebtedness (or any portion thereof) meets the criteria of more than one of the types of Indebtedness described above, the Guarantor, in its sole discretion, will classify such item of Indebtedness (or any portion thereof) at the time of Incurrence and will only be required to include the amount and type of such Indebtedness in one of the above clauses; and

(3) the Guarantor will be entitled to divide and classify an item of Indebtedness in more than one of the types of Indebtedness described above.

(e) For purposes of determining compliance with any SAR denominated restriction on the Incurrence of Indebtedness where the Indebtedness Incurred is denominated in a different currency, the amount of such Indebtedness will be the SAR Equivalent determined on the date of the Incurrence of such Indebtedness; provided, however, that if any such Indebtedness denominated in a different currency is subject to a Currency Agreement with respect to SAR covering all principal, premium, if any, and interest payable on such Indebtedness, the amount of such Indebtedness expressed in SAR will be as provided in such Currency Agreement. The principal amount of any Refinancing Indebtedness Incurred in the same currency as the Indebtedness being Refinanced will be the SAR Equivalent, as appropriate, of the Indebtedness Refinanced, except to the extent that (1) such SAR Equivalent was determined based on a Currency Agreement, in which case the Refinancing Indebtedness will be determined in accordance with the preceding sentence, and (2) the principal amount of the Refinancing Indebtedness exceeds the principal amount of the Indebtedness being Refinanced, in which case the SAR Equivalent of such excess, as appropriate, will be determined on the date such Refinancing Indebtedness is Incurred.

2.2 *Limitation on Restricted Payments*

(a) The Guarantor will not, and will not permit any Restricted Subsidiary, directly or indirectly, to make a Restricted Payment if at the time the Guarantor or such Restricted Subsidiary makes such Restricted Payment:

(1) a Default shall have occurred and be continuing (or would result therefrom);

(2) the Guarantor is not entitled to Incur an additional SAR 1.00 of Indebtedness pursuant to clause (a) of the covenant described under Paragraph 2.1 (*Limitation on Indebtedness*); or

(3) the aggregate amount of such Restricted Payment and all other Restricted Payments since the relevant Issue Date would exceed the sum of (without duplication):

(A) 50 per cent. of the Consolidated Net Income accrued during the period (treated as one accounting period) from the beginning of the fourth fiscal quarter prior to the fiscal quarter during which the relevant Issue Date occurs to the end of the most recent fiscal quarter for which financial statements are available (or, in case such Consolidated Net Income shall be a deficit, minus 100 per cent. of such deficit); plus

(B) 100 per cent. of the aggregate Net Cash Proceeds received by the Guarantor from the issuance or sale of its Capital Stock (other than Disqualified Stock) subsequent to the beginning of the fourth fiscal quarter prior to the fiscal quarter during which the relevant Issue Date occurs (other than an issuance or sale to a Subsidiary of the Guarantor and other than an issuance or sale to an employee stock ownership plan or to a trust established by the Guarantor or any of its Subsidiaries for the benefit of their employees to the extent such sale to an employee stock ownership plan or similar trust is financed by loans or guaranteed by the Guarantor or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination) and 100 per cent. of any cash capital contribution received by the Guarantor from its shareholders subsequent to the beginning of the fourth fiscal quarter prior to the fiscal quarter during which the relevant Issue Date occurs; plus

(C) the amount by which Indebtedness of the Guarantor is reduced on the Guarantor's balance sheet upon the conversion or exchange subsequent to the beginning of the fourth fiscal quarter prior to the fiscal quarter during which the relevant Issue Date occurs of any Indebtedness of the Guarantor convertible or exchangeable for Capital Stock (other than Disqualified Stock) of the Guarantor (less the amount of any cash, or the fair value of any other property, distributed by the Guarantor upon such conversion or exchange); provided, however, that the foregoing amount shall not exceed the Net Cash Proceeds received by the Guarantor or any Restricted Subsidiary from the sale of such Indebtedness (excluding Net Cash Proceeds from sales to a Subsidiary of the Guarantor or to an employee stock ownership plan or a trust established by the Guarantor or any of its Subsidiaries for the benefit of their employees); plus

(D) an amount equal to the sum of (x) the net reduction in the Investments (other than Permitted Investments) made by the Guarantor or any Restricted Subsidiary in any Person resulting from repurchases, repayments or redemptions of such Investments by such Person, proceeds realised on the sale of such Investment and proceeds representing the return of capital (excluding dividends and distributions), in each case received by the Guarantor or any Restricted Subsidiary, and (y) to the extent such Person is an Unrestricted Subsidiary, the portion (proportionate to the Guarantor's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; provided, however, that the foregoing sum shall not exceed, in the case of any such Person or Unrestricted Subsidiary, the amount of Investments (excluding Permitted Investments) previously made (and treated as a Restricted Payment) by the Guarantor or any Restricted Subsidiary in such Person or Unrestricted Subsidiary.

(b) The preceding provisions will not prohibit:

(1) any Restricted Payment made out of the Net Cash Proceeds of the substantially concurrent sale of, or made by exchange for, Capital Stock of the Guarantor (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary of the Guarantor or an employee stock ownership plan or to a trust established by the Guarantor or any of its Subsidiaries for the benefit of their employees to the extent such sale to an employee stock ownership plan or similar trust is financed by loans or guaranteed by the Guarantor or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination) or a substantially concurrent cash capital contribution received by the Guarantor from its shareholders; provided, however, that (A) such Restricted Payment shall be excluded in the calculation of the amount of Restricted Payments and (B) the Net Cash Proceeds from such sale or such cash capital contribution (to the extent so used for such Restricted Payment) shall be excluded from the calculation of amounts under clause (3)(B) of clause (a) above;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of Subordinated Obligations of the Guarantor made by exchange for, or out of the proceeds of the substantially concurrent Incurrence of, Indebtedness of such Person which is permitted to be Incurred pursuant to Paragraph 2.1 (*Limitation on Indebtedness*); provided, however, that such purchase, repurchase, redemption, defeasance or other acquisition or retirement for value shall be excluded in the calculation of the amount of Restricted Payments;

(3) dividends paid within 60 days after the date of declaration thereof if at such date of declaration such dividend would have complied with this Paragraph; provided, however, that such dividend shall be included in the calculation of the amount of Restricted Payments;

(4) so long as no Default has occurred and is continuing, the purchase, redemption or other acquisition of shares of Capital Stock of the Guarantor or any of its Subsidiaries from employees, former employees, directors or former directors of the Guarantor or any of its Subsidiaries (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of the agreements (including

employment agreements) or plans (or amendments thereto) approved by the Board of Directors under which such individuals purchase or sell or are granted the option to purchase or sell, shares of such Capital Stock; provided, however, that the aggregate amount of such Restricted Payments (excluding amounts representing cancellation of Indebtedness) shall not exceed SAR 20 million in any calendar year; provided further, however, that such Restricted Payments shall be excluded in the calculation of the amount of Restricted Payments;

(5) the declaration or payments of dividends on Disqualified Stock issued pursuant to Paragraph 2.1 (*Limitation on Indebtedness*); provided, however, that, at the time of declaration or payment of such dividend, no Default shall have occurred and be continuing (or result therefrom); provided further, however, that such dividends shall be excluded in the calculation of the amount of Restricted Payments;

(6) repurchases of Capital Stock deemed to occur upon exercise of stock options if such Capital Stock represents a portion of the exercise price of such options; provided, however, that such Restricted Payments shall be excluded in the calculation of the amount of Restricted Payments;

(7) cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Guarantor; provided, however, that any such cash payment shall not be for the purpose of evading the limitation of this Paragraph (as determined in good faith by the Board of Directors); provided further, however, that such payments shall be excluded in the calculation of the amount of Restricted Payments;

(8) in the event of a change of control with respect to the relevant Subordinated Obligations, and if no Default shall have occurred and be continuing, the payment, purchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations of the Guarantor, in each case, at a purchase price not greater than 101 per cent. of the principal amount of such Subordinated Obligations, plus any accrued and unpaid interest thereon; provided, however, that prior to such payment, purchase, redemption, defeasance or other acquisition or retirement, the Guarantor (or a third party to the extent permitted by the Guarantee) has made a Change of Control Offer (to the extent required) with respect to the relevant Certificates as a result of such Change of Control and has repurchased all Certificates validly tendered and not withdrawn in connection with such Change of Control Offer; provided further, however, that such payments, purchases, redemptions, defeasances or other acquisitions or retirements shall be included in the calculation of the amount of Restricted Payments;

(9) payments of intercompany subordinated Indebtedness, the Incurrence of which was permitted under clause (b)(2) of Paragraph 2.1 (*Limitation on Indebtedness*); provided, however, that no Default has occurred and is continuing or would otherwise result therefrom; provided further, however, that such payments shall be excluded in the calculation of the amount of Restricted Payments;

(10) the making of strategic minority Investments in Persons that are engaged in a Related Business and made primarily for the commercial benefit of the Guarantor and the Restricted Subsidiaries (as determined by the Guarantor in good faith) in an aggregate amount, taken together with all Investments made pursuant to this clause (10), not to exceed 10 per cent. of Total Assets; provided, however, that (A) at the time of each such minority Investment, no Default shall have occurred and be continuing or would otherwise result therefrom, (B) such Investment is approved by the Board of Directors and is entered into in good faith on an arm's length basis and (C) on the date of making such strategic minority Investment and after giving pro forma effect thereto, the Guarantor would have been entitled to Incur at least SAR 1.00 of additional Indebtedness pursuant to clause (a) of the covenant described under Paragraph 2.1 (*Limitation on*

Indebtedness); provided further, however, that such payments shall be excluded from the calculation of the amount of Restricted Payments under clause (a)(3) of this Paragraph 2.2;

(11) Restricted Payments in an amount which, when taken together with all Restricted Payments made pursuant to this clause (11), does not exceed SAR 100 million (or the SAR Equivalent thereof); provided, however, that (A) at the time of each such Restricted Payment, no Default shall have occurred and be continuing (or result therefrom) and (B) such payments shall be included in the calculation of the amount of Restricted Payments; or

(12) the declaration or payment of dividends by the Guarantor to holders of its ordinary shares, par value of SAR 10 each, listed on the Saudi Stock Exchange (Tadawul) under the symbol 4300, in an aggregate amount, taken together with all other payments of dividends made pursuant to this clause (12), not to exceed 25 per cent. of the Consolidated Net Income accrued during the period (treated as one accounting period) from the beginning of the fourth fiscal quarter prior to the fiscal quarter during which the relevant Issue Date occurs to the end of the most recent fiscal quarter for which financial statements are available (or in the case such Consolidated Net Income shall be a deficit, minus 100 per cent. of such deficit); provided, however, that at the time of declaration and payment of such dividend, no Default shall have occurred and be continuing (or result therefrom) and the Guarantor is entitled to Incur an additional SAR 1.00 of Indebtedness pursuant to clause (a) of the covenant described under Paragraph 2.1 (*Limitation on Indebtedness*); provided further, however, such dividends shall be excluded from the calculation of Restricted Payments under clause (a)(3) of this Paragraph 2.2.

2.3 *Limitation on Restrictions on Distributions from Restricted Subsidiaries*

The Guarantor will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to (i) pay dividends or make any other distributions on its Capital Stock to the Guarantor or a Restricted Subsidiary or pay any Indebtedness owed to the Guarantor or a Restricted Subsidiary, (ii) make any loans or advances to the Guarantor or a Restricted Subsidiary or (iii) transfer any of its property or assets to the Guarantor or a Restricted Subsidiary, except:

(a) with respect to (i), (ii) and (iii),

(1) any encumbrance or restriction pursuant to an agreement in effect at or entered into on the relevant Issue Date;

(2) any encumbrance or restriction with respect to a Restricted Subsidiary pursuant to an agreement relating to any Acquired Indebtedness and outstanding on such date;

(3) any encumbrance or restriction pursuant to an agreement effecting a Refinancing of Indebtedness Incurred pursuant to an agreement referred to in clause (1) or (2) of clause (a) of this covenant or this clause (3) or contained in any amendment to an agreement referred to in clause (1) or (2) of clause (a) of this covenant or this clause (3); provided, however, that the encumbrances and restrictions with respect to such Restricted Subsidiary contained in any such refinancing agreement or amendment are no less favourable to the Certificateholders than encumbrances and restrictions, taken as a whole, with respect to such Restricted Subsidiary contained in such predecessor agreements;

(4) any encumbrance or restriction with respect to a Restricted Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the

Capital Stock or assets of such Restricted Subsidiary pending the closing of such sale or disposition;

(5) any encumbrance or restriction contained in the terms of any Indebtedness permitted to be Incurred pursuant to Paragraph 2.1 (*Limitation on Indebtedness*) or any agreement pursuant to which such Indebtedness was issued if (x) either (i) the encumbrance or restriction applies only in the event of and during the continuance of a payment default or a default with respect to a financial covenant contained in such Indebtedness or agreement or (ii) the Guarantor determines at the time any such Indebtedness is Incurred (and at the time of any modification of the terms of any such encumbrance or restriction) that any such encumbrance or restriction will not materially affect the Guarantor's ability to make principal or Periodic Distribution Amount payments on the relevant Certificates and any other Indebtedness that is an obligation of the Guarantor; and (y) the encumbrance or restriction is not materially more disadvantageous to the holders of the Certificates than is customary in comparable financings or agreements (as determined by the Guarantor in good faith);

(6) Liens permitted to be incurred under Paragraph 2.8 (*Limitation on Liens*) that limit the right of the debtor to dispose of assets subject to such Liens;

(7) any encumbrance or restriction that is as a result of applicable law or regulation; and

(8) any encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in sub clauses (1) through (7) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Board of Directors of the Guarantor, not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in the dividends or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

(b) with respect to (iii) only,

(1) any encumbrance or restriction consisting of customary non-assignment provisions in leases governing leasehold interests to the extent such provisions restrict the transfer of the lease or the property leased thereunder; and

(2) any encumbrance or restriction contained in security agreements or mortgages securing Indebtedness of a Restricted Subsidiary to the extent such encumbrance or restriction restricts the transfer of the property subject to such security agreements or mortgages.

2.4 *Limitation on Sales of Assets and Subsidiary Stock*

(a) The Guarantor will not, and will not permit any Restricted Subsidiary to, directly or indirectly, consummate any Asset Disposition unless:

(1) the Guarantor or such Restricted Subsidiary receives consideration at the time of such Asset Disposition at least equal to the Fair Market Value (including as to the value of all non-cash consideration), as determined in good faith by the Board of Directors, of the shares and assets subject to such Asset Disposition;

(2) at least 75 per cent. of the consideration thereof received by the Guarantor or such Restricted Subsidiary is in the form of (i) cash, (ii) cash equivalents, (iii) Additional Assets or (iv) a combination of the consideration specified in (i) to (iii); and

(3) an amount equal to 100 per cent. of the Net Available Cash from such Asset Disposition is applied by the Guarantor (or such Restricted Subsidiary, as the case may be):

(A) first, to the extent the Guarantor elects (or is required by the terms of any Indebtedness), to prepay, repay, redeem or purchase Senior Indebtedness of the Guarantor or Indebtedness (other than any Disqualified Stock) of a Restricted Subsidiary (in each case other than Indebtedness owed to the Guarantor or an Affiliate of the Guarantor) within one year from the later of the date of such Asset Disposition or the receipt of such Net Available Cash;

(B) second, to the extent of the balance of such Net Available Cash after application in accordance with clause (A) of this clause (a)(3) of this Paragraph 2.4, to the extent the Guarantor elects, to invest in any Additional Assets or Replacement Assets within one year from the later of the date of such Asset Disposition or the receipt of such Net Available Cash; and

(C) third, to the extent of the balance of such Net Available Cash after application in accordance with clauses (A) and (B) of this clause (a)(3) of this Paragraph 2.4, to make an offer to the holders of each Series of Certificates then outstanding (and to holders of other Senior Indebtedness of the Guarantor designated by the Guarantor) to purchase Certificates (and such other Senior Indebtedness) (the **Asset Disposition Offer**) pursuant to and subject to this Paragraph 2.4;

provided, however, that in connection with any prepayment, repayment or purchase of Indebtedness pursuant to clause (A) or (C) of this Paragraph 2.4(a)(3), the Guarantor or such Restricted Subsidiary shall permanently retire such Indebtedness and shall cause the related loan commitment (if any) to be permanently reduced in an amount equal to the principal amount so prepaid, repaid or purchased.

Notwithstanding the foregoing provisions of this Paragraph 2.4(a), the Guarantor and the Restricted Subsidiaries will not be required to apply any Net Available Cash in accordance with this Paragraph except to the extent that the aggregate Net Available Cash from all Asset Dispositions which is not applied in accordance with this Paragraph exceeds SAR 100 million (or the SAR Equivalent thereof). Pending application of Net Available Cash pursuant to this Paragraph, such Net Available Cash shall be invested in Temporary Cash Investments or applied temporarily to reduce revolving credit indebtedness.

For the purposes of this Paragraph, the following are deemed to be cash or cash equivalents:

(1) the assumption or discharge of Indebtedness of the Guarantor (other than obligations in respect of Disqualified Stock of the Guarantor) or any Restricted Subsidiary and the release of the Guarantor or such Restricted Subsidiary from all liability on such Indebtedness in connection with such Asset Disposition; and

(2) securities received by the Guarantor or any Restricted Subsidiary from the transferee that are promptly converted by the Guarantor or such Restricted Subsidiary into cash, to the extent of the cash received in that conversion.

(b) In the event of an Asset Disposition that requires the purchase of Certificates of each Series then outstanding (and other Senior Indebtedness) pursuant to clause (a)(3)(C) of this Paragraph 2.4, the Guarantor will purchase Certificates tendered pursuant to an offer by the Guarantor for the Certificates (and such other Senior Indebtedness) at a purchase price of 100 per cent. of their face amount (or, in the event such other Senior Indebtedness was issued with significant original issue discount, 100 per cent. of the accreted value thereof), without premium, plus accrued but unpaid Periodic Distribution Amounts (or, in respect of such other Senior Indebtedness, such lesser price, if any, as may be provided for by the terms of such Senior Indebtedness). If the aggregate purchase price of the securities tendered exceeds the Net Available Cash allotted to their purchase, the Guarantor will select the securities to be purchased on a pro rata basis but in round denominations, which in the case of the relevant Certificates will be the relevant Specified Denominations set out in the applicable Final Terms. The Guarantor shall not be required to make such an offer to purchase Certificates of each Series then outstanding (and other Senior Indebtedness) pursuant to this Paragraph if the Net Available Cash available therefor is less than SAR 100 million (or the SAR Equivalent thereof) (which lesser amount shall be carried forward for purposes of determining whether such an offer is required with respect to the Net Available Cash from any subsequent Asset Disposition). Upon completion of such an offer to purchase, Net Available Cash will be deemed to be reduced by the aggregate amount of such offer. All Certificates purchased by the Guarantor pursuant to an Asset Disposition Offer shall be surrendered for cancellation by the Trustee in accordance with Condition 13.

(c) The Guarantor will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Certificates pursuant to this Paragraph. To the extent that the provisions of any securities laws or regulations conflict with provisions of this Paragraph, the Guarantor will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Paragraph by virtue of its compliance with such securities laws or regulations.

2.5 *Limitation on Affiliate Transactions*

(a) The Guarantor will not, and will not permit any Restricted Subsidiary to, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property, employee compensation arrangements or the rendering of any service) with, or for the benefit of, any Affiliate of the Guarantor or any of its Restricted Subsidiaries (an **Affiliate Transaction**) unless:

(1) the terms of the Affiliate Transaction are no less favourable to the Guarantor or such Restricted Subsidiary than those that could be obtained at the time of the Affiliate Transaction in arm's-length dealings with a Person who is not an Affiliate of the Guarantor or any of its Restricted Subsidiaries;

(2) if such Affiliate Transaction involves an amount in excess of SAR 50 million (or the SAR Equivalent thereof), the terms of the Affiliate Transaction are set forth in writing and a majority of the directors of the Guarantor disinterested with respect to such Affiliate Transaction have determined in good faith that the criteria set forth in clause (1) are satisfied and have approved the relevant Affiliate Transaction as evidenced by a resolution of the Board of Directors; and

(3) if such Affiliate Transaction involves an amount in excess of SAR 150 million (or the SAR Equivalent thereof), the Board of Directors shall also have received a written opinion from an Independent Qualified Party to the effect that such Affiliate Transaction is fair, from a financial standpoint, to the Guarantor and its Restricted Subsidiaries or is not less favourable to the Guarantor and its Restricted Subsidiaries than could reasonably be expected to be obtained at the time in an arm's-length transaction with a Person who was not an Affiliate.

(b) The provisions of the preceding clause (a) will not prohibit:

(1) any Permitted Investment other than paragraphs (1) (in respect of the making of an Investment that causes such Person to become a Restricted Subsidiary), (2) and (13) of such defined term;

(2) Restricted Payments (other than any Restricted Payments made pursuant to Clauses 2.2(b) (10) and (11) of Paragraph 2.2 (*Limitation on Restricted Payments*)) that do not violate the covenant set forth in Paragraph 2.2 (*Limitation on Restricted Payments*);

(3) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans approved by the Board of Directors;

(4) loans or advances to employees in the ordinary course of business in accordance with the past practices of the Guarantor or its Restricted Subsidiaries;

(5) the payment of reasonable fees to directors of the Guarantor and its Restricted Subsidiaries;

(6) any transaction with the Guarantor, a Restricted Subsidiary or joint venture or similar entity which would constitute an Affiliate Transaction solely because the Guarantor or a Restricted Subsidiary owns an equity interest in or otherwise controls such Restricted Subsidiary, joint venture or similar entity, including, but not limited to, any transaction with Saudi Home Loans Company; and

(7) the issuance or sale of any Capital Stock (other than Disqualified Stock) of the Guarantor;

(8) transactions entered into on or prior to the relevant Issue Date;

(9) transactions between the Guarantor and any Restricted Subsidiary or between Restricted Subsidiaries; and

(10) arrangements with customers, suppliers, contractors, lessors or sellers of goods or services that are negotiated with an Affiliate, in ease case, which are in the ordinary course of business and otherwise in compliance with the terms of the Guarantee provided that the terms and conditions of any such transaction or agreement as applicable to the Guarantor and its Restricted Subsidiaries (a) are fair to the Guarantor and its Restricted Subsidiaries and are on terms more favourable to the Guarantor and its Restricted Subsidiaries than those that could have reasonably been obtained in respect of an analogous transaction or agreement that would not constitute an Affiliate Transaction, (b) the performance by the Guarantor and any of its Restricted Subsidiaries in respect of any such arrangements are for its own behalf and in its own name and (c) the Guarantor and its Restricted Subsidiaries do not assume, and are otherwise not liable for any performance or breach in respect of any such arrangements by the relevant Affiliate.

(c) The provisions of clause 2.5(a)(3) shall not apply to Affiliate Transactions resulting from a competitive tendering process instituted by the Guarantor or a Restricted Subsidiary in the ordinary course of business of the Guarantor or a Restricted Subsidiary resulting in at least three *bona fide* bids by Persons who are not Affiliates of the Guarantor or a Restricted Subsidiary and which Affiliate Transactions are subsequently disclosed as required to the Saudi Stock Exchange (Tadawul All Share Index) and to the Guarantor's shareholders at its next annual general assembly.

2.6 *Limitation on Line of Business*

The Guarantor will not, and will not permit any Restricted Subsidiary to, engage in any business other than a Related Business.

2.7 *Limitation on Conduct of Business of Investment Manager*

The Guarantor will ensure that the Investment Manager does not enter into any transaction or conduct any activities (including the incurrence of any Indebtedness) other than as may be permitted under, or contemplated by, the Investment Management Agreement and each Sukuk Contract save that it may enter into the subscription agreement (howsoever named) and related documents in connection with any issue of Certificates.

2.8 Limitation on Liens

(a) The Guarantor will not, and will not permit any Restricted Subsidiary to, directly or indirectly, Incur or permit to exist any Lien (the **Initial Lien**) of any nature whatsoever on any of its properties, assets or revenues (including Capital Stock of a Restricted Subsidiary), whether owned at the relevant Issue Date or thereafter acquired, other than Permitted Liens, without effectively providing that the obligations of the Guarantor and the Restricted Subsidiaries pursuant to the Transaction Documents shall be secured for the benefit of the Certificateholders of each Series then outstanding by the creation of a Lien which is the same as the Initial Lien and (i) if such Indebtedness is Senior Indebtedness, equally and rateably with the obligations or (ii) if such Indebtedness is Subordinated Indebtedness, prior to the obligations so secured, in each case, for so long as such obligations are so secured, or by such other Lien as shall be approved by an Extraordinary Resolution of the Certificateholders.

Any Lien created for the benefit of the Certificateholders of each Series then outstanding pursuant to the preceding sentence shall provide by its terms that the Trustee or the Delegate (as the case may be) shall provide such assistance as may be reasonably required by the Guarantor to unconditionally release and discharge their Lien upon the release and discharge of the Initial Lien.

(b) Notwithstanding the foregoing clause (a) and for so long as any 2014 Sukuk Certificate is outstanding, the Guarantor will, and will ensure that the Restricted Subsidiaries will, ensure that at all times the aggregate amount of Total Assets of the Guarantor and its Restricted Subsidiaries which are free of and not encumbered by or subject to any Lien (including any Permitted Liens) will not be less than 1.25 times the aggregate amount of Indebtedness that is not secured by or subject to any Lien or other Security Interest of the Guarantor and its Restricted Subsidiaries as determined by the Guarantor in good faith and evidenced by the Compliance Certificate.

2.9 *Limitation on Sale/Leaseback Transactions*

The Guarantor will not, and will not permit any Restricted Subsidiary to, enter into any Sale/Leaseback Transaction with respect to any property unless:

(1) the Guarantor or such Restricted Subsidiary would be entitled to (A) Incur Indebtedness in an amount equal to the Attributable Debt with respect to such Sale/Leaseback Transaction pursuant to Paragraph 2.1 (*Limitation on Indebtedness*) and (B) create a Lien on such property securing such Attributable Debt without equally and rateably securing the relevant Certificates pursuant to Paragraph 2.8 (*Limitation on Liens*);

(2) the net proceeds received by the Guarantor or any Restricted Subsidiary in connection with such Sale/Leaseback Transaction are at least equal to the Fair Market Value (as determined by the Board of Directors) of such property; and

(3) the Guarantor applies the proceeds of such transaction in compliance with Paragraph 2.4 (*Limitation on Sales of Assets and Subsidiary Stock*).

2.10 *Merger and Consolidation*

The Guarantor will not consolidate with or merge with or into, or convey, transfer or lease, in one transaction or a series of transactions, directly or indirectly, all or substantially all its assets to, any Person, unless:

(1) the resulting, surviving or transferee Person (the **Successor Company**) shall be a Person organised and existing under the laws of the Kingdom of Saudi Arabia, any state which is a member of the European Union, Canada, the United States, any state thereof or the District of Columbia and the Successor Company (if not the Guarantor) shall expressly assume, by a guarantee supplemental thereto, executed and delivered to the Trustee and the Delegate, in form

satisfactory to Trustee and the Delegate, all the obligations of the Guarantor under the Certificates of each Series then outstanding and the Guarantee;

(2) immediately after giving pro forma effect to such transaction (and treating any Indebtedness which becomes an obligation of the Successor Company or any Subsidiary as a result of such transaction as having been Incurred by such Successor Company or such Subsidiary at the time of such transaction), no Default shall have occurred and be continuing;

(3) immediately after giving pro forma effect to such transaction, (i) the Successor Company would be able to Incur an additional SAR 1.00 of Indebtedness pursuant to paragraph (a) of Paragraph 2.1 (*Limitation on Indebtedness*) or (ii) the Consolidated Coverage Ratio would be no less than the Consolidated Coverage Ratio immediately prior to such transaction; and

(4) the Guarantor shall have delivered to the Trustee and the Delegate an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental guarantee (if any) comply with the Guarantee,

provided, however, that clause (3) will not be applicable to (A) a Restricted Subsidiary consolidating with, merging into or transferring all or part of its properties and assets to the Guarantor (so long as no Capital Stock of the Guarantor is distributed to any Person) or (B) the Guarantor merging with an Affiliate of the Guarantor solely for the purpose and with the sole effect of reincorporating the Guarantor in another jurisdiction.

For purposes of this Paragraph 2.10, the sale, lease, conveyance, assignment, transfer or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Guarantor, which properties and assets, if held by the Guarantor instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Guarantor on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Guarantor.

The Successor Company will be the successor to the Guarantor and shall succeed to, and be substituted for, and may exercise every right and power of, the Guarantor under the Guarantee, and the predecessor Guarantor, except in the case of a lease, shall be released from the obligation to pay the principal of and Periodic Distribution Amounts on the relevant Certificates.

2.11 *Reports*

As long as any Certificates of the relevant Series are outstanding, the Guarantor will furnish to the Certificateholders of the relevant Series, the Trustee and the Delegate:

(1) within 120 days after the end of the Guarantor's fiscal year, annual reports containing audited consolidated balance sheets of the Guarantor as of the end of the two most recent fiscal years and audited consolidated income statements and statements of cash flow of the Guarantor for the three most recent fiscal years, including complete footnotes to such financial statements and the report of the independent auditors on the financial statements;

(2) within 60 days following the end of the first three fiscal quarters in each fiscal year of the Guarantor beginning with the quarter ending immediately after the relevant Issue Date quarterly reports containing an unaudited condensed consolidated balance sheet as of the end of such quarter and unaudited condensed statements of income and cash flow for the quarterly and year to date periods ending on the unaudited condensed balance sheet date, and the comparable prior year periods, together with condensed footnote disclosure;

(3) promptly after the occurrence of a material acquisition, disposition, restructuring or change in auditors or any other material event, a report containing a description of such event; and

(4) at the times specified for such information, such information as the Guarantor is required to report by any stock exchange on which the Certificates are for the time being listed or admitted to trading.

Substantially concurrently with the furnishing to the Trustee, the Delegate and the relevant Certificateholders of the reports specified above, the Guarantor shall also (1) use its commercially reasonable efforts to post copies of such reports on such website as may be then maintained by the Guarantor and its subsidiaries or a direct or indirect parent of the Guarantor or (2) to the extent the Guarantor determined in good faith that it cannot make such reports available in the manner described in the preceding clause (1) after the use of its commercially reasonable efforts, furnish at its expense such reports to prospective purchasers of the Certificates, upon their request.

2.12 ***Changes in Covenants When Certificates are Rated Investment Grade***

If, on any date following the date of the Guarantee, the Certificates of any Series have an Investment Grade rating from both of the Rating Agencies and no Dissolution Event or Dar Al-Arkan Event has occurred and is continuing (a **Suspension Event**), then, beginning on the day the Investment Grade rating has been received and continuing until such time, if any, at which those Certificates cease to have an Investment Grade rating from either of the Rating Agencies, the following provisions of the Guarantee will not apply to those Certificates: Paragraphs 2.1 (*Limitation on Indebtedness*), 2.2 (*Limitation on Restricted Payments*), 2.3 (*Limitation on Restrictions on Distributions from Restricted Subsidiaries*), 2.4 (*Limitation on Sales of Assets and Subsidiary Stock*), 2.5 (*Limitation on Affiliate Transactions*), 2.6 (*Limitation on Line of Business*) and 2.9 (*Limitation on Sale/Leaseback Transactions*).

Such Paragraphs will again apply according to their terms from the first day on which a Suspension Event ceases to be in effect. Such covenants will not, however, be of any effect with regard to actions of the Guarantor properly taken during the continuance of the Suspension Event, and Paragraph 2.2 (*Limitation on Restricted Payments*) will be interpreted as if it had been in effect since the date of the Guarantee except that no Dar Al-Arkan Event will be deemed to have occurred solely by reason of a Restricted Payment made while that covenant was suspended.

Defeasance

Under the terms of the Guarantee, Dar Al-Arkan will have the option to elect with respect to all (but not some only) outstanding Series of Certificates: (i) not to be bound by its obligation to repurchase Certificates following a Change of Control or comply with certain covenants prescribed in the Guarantee; and (ii) that the operation of the Dar Al-Arkan Events entitled "Cross Default" and with respect of Significant Subsidiaries only, the Dar Al-Arkan Event entitled "Insolvency" no longer apply to Dar Al-Arkan and/or its Significant Subsidiaries, as the case may be. In order to exercise this option, Dar Al-Arkan must: (a) irrevocably deposit in trust with the Trustee money or Government Obligations that, through the payment of principal and profit and/or other distributions in respect thereof in accordance with their terms, will provide money in an amount sufficient to pay an amount equal to the Required Defeasance Amount; and (b) obtain certain certificates and legal opinions, as more particularly described in the Guarantee. Such money or government obligations and all other sums derived therefrom and rights in respect thereof will form part of the relevant Trust Assets and will be held in such manner as the Delegate shall approve in its absolute discretion.

Definitions

For purposes of the Guarantee, unless otherwise defined or unless the context otherwise requires, terms used shall have the meanings set forth in the Master Trust Deed, the relevant Supplemental Trust Deed, the applicable Final Terms or the Conditions, and the following terms shall have the following meanings:

2014 Sukuk Certificate means any of the SAR 750 million Sukuk due 2014 issued by Dar Al-Arkan in May 2009;

2015 Sukuk Certificates means any of the U.S.$450 million Certificates due 2015 issued by Dar Al-Arkan International Sukuk Company II in February 2010;

Additional Assets means:

(1) any real property whether undeveloped, in development or developed, plant or equipment used in a Related Business together with any improvements thereon;

(2) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Guarantor or another Restricted Subsidiary; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary;

provided, however, that any such Restricted Subsidiary described in (2) or (3) above is primarily engaged in a Related Business.

Affiliate of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, **control** when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms **controlling** and **controlled** have meanings correlative to the foregoing. For purposes of Paragraphs 2.2 (*Limitation on Restricted Payments*), 2.4 (*Limitation on Sales of Assets and Subsidiary Stock*) and 2.5 (*Limitation on Affiliate Transactions*) only, **Affiliate** shall also mean any beneficial owner of Capital Stock representing 5 per cent. or more of the total voting power of the Voting Stock (on a fully diluted basis) of the Guarantor or of rights or warrants to purchase such Capital Stock (whether or not currently exercisable) and any Person who would be an Affiliate of any such beneficial owner pursuant to the first sentence hereof.

Asset Disposition means any sale, lease, transfer or other disposition (or series of related sales, leases, transfers or dispositions) by the Guarantor or any Restricted Subsidiary, including any disposition by means of a merger, consolidation or similar transaction (each referred to for the purposes of this definition as a **disposition**), of:

(1) any shares of Capital Stock of a Restricted Subsidiary (other than directors' qualifying shares or shares required by applicable law to be held by a Person other than the Guarantor or a Restricted Subsidiary);

(2) all or substantially all the property or assets of any division or line of business of the Guarantor or any Restricted Subsidiary; or

(3) any other assets of the Guarantor or any Restricted Subsidiary outside of the ordinary course of business of the Guarantor or such Restricted Subsidiary.

Notwithstanding (1), (2) and (3) above, the following shall not be Asset Dispositions:

(A) sales, transfers or other dispositions of inventory, receivables and other current assets and investment properties and development properties reflected on the Guarantor's Consolidated Statement of Financial Position, in each case in the ordinary course of business;

(B) a disposition by a Restricted Subsidiary to the Guarantor or by the Guarantor or a Restricted Subsidiary to a Restricted Subsidiary;

(C) for purposes of Paragraph 2.4 (*Limitation on Sales of Assets and Subsidiary Stock*) only, a disposition that constitutes a Restricted Payment (or would constitute a Restricted Payment but for the exclusions from the definition thereof) and that is not prohibited by Paragraph 2.2 (*Limitation on Restricted Payments*);

(D) a disposition of assets with a Fair Market Value of less than SAR 5.0 million in any transaction or series of related transactions;

(E) a disposition of cash or Temporary Cash Investments;

(F) the creation of a Lien (but not the sale or other disposition of the property subject to such Lien);

(G) an issuance of Capital Stock by a Restricted Subsidiary to the Guarantor or to another Restricted Subsidiary;

(H) transactions permitted under Paragraph 2.10 (*Merger and Consolidation*);

(I) dispositions in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements; and

(J) the grant of licenses to intellectual property rights to third parties on an arm's length basis in the ordinary course of business.

Asset Disposition Offer has the meaning given to it in Paragraph 2.4 (*Limitation on Sales of Assets and Subsidiary Stock*).

Attributable Debt in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (implicit in the lease determined in accordance with IFRS or the periodic distribution rate borne by the relevant Certificates, compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended); provided, however, that if such Sale/Leaseback Transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capital Lease Obligation".

Average Life means, as of the date of determination, with respect to any Indebtedness, the quotient obtained by dividing:

(1) the sum of the product of the numbers of years from the date of determination to the dates of each successive scheduled principal payment of or redemption or similar payment with respect to such Indebtedness multiplied by the amount of such payment by

(2) the sum of all such payments.

Base Prospectus means the base prospectus relating to the Programme most recently published prior to the relevant Issue Date, including any supplements relating thereto.

Board of Directors means the Board of Directors of the Guarantor or any committee thereof duly authorised to act on behalf of such Board.

Business Day means each day which is not a Legal Holiday.

Capital Lease Obligation means an obligation that is required to be classified and accounted for as a capital lease for financial reporting purposes in accordance with IFRS, and the amount of Indebtedness represented by such obligation shall be the capitalised amount of such obligation determined in accordance with IFRS; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty. For purposes of Paragraph 2.8 (*Limitation on Liens*), a Capital Lease Obligation will be deemed to be secured by a Lien on the property being leased.

Capital Stock of any Person means any and all shares, interests (including partnership interests), rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, but excluding any debt securities convertible into such equity.

Compliance Certificate means the certificate to be provided by the Guarantor to the Delegate pursuant to Clause 8.1(d) of the Master Trust Deed.

Conditions means the terms and conditions relating to the Certificates as set out in Schedule 2 to the Master Trust Deed (as the same may from time to time be modified in accordance with the provisions of the Master

Trust Deed) as modified, with respect to any Certificate represented by a Global Certificate, by the provisions of the relevant Global Certificate and the applicable Final Terms, and any reference in the Guarantee to a numbered **Condition** is to the corresponding numbered provision thereof.

Consolidated Coverage Ratio as of any date of determination means the ratio of (x) the aggregate amount of EBITDA for the period of the most recent four consecutive fiscal quarters ending at least 60 days prior to the date of such determination to (y) Consolidated Finance Cost for such four fiscal quarters; provided, however, that:

(1) if the Guarantor or any Restricted Subsidiary has Incurred any Indebtedness since the beginning of such period that remains outstanding or if the transaction giving rise to the need to calculate the Consolidated Coverage Ratio is an Incurrence of Indebtedness, or both, EBITDA and Consolidated Finance Cost for such period shall be calculated after giving effect on a pro forma basis to such Indebtedness as if such Indebtedness had been Incurred on the first day of such period;

(2) if the Guarantor or any Restricted Subsidiary has repaid, repurchased, defeased or otherwise discharged any Indebtedness since the beginning of such period or if any Indebtedness is to be repaid, repurchased, defeased or otherwise discharged (in each case other than Indebtedness Incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) on the date of the transaction giving rise to the need to calculate the Consolidated Coverage Ratio, EBITDA and Consolidated Finance Cost for such period shall be calculated on a pro forma basis as if such discharge had occurred on the first day of such period and as if the Guarantor or such Restricted Subsidiary had not earned the interest or profit income actually earned during such period in respect of cash or Temporary Cash Investments used to repay, repurchase, defease or otherwise discharge such Indebtedness;

(3) if since the beginning of such period the Guarantor or any Restricted Subsidiary shall have made any Asset Disposition, EBITDA for such period shall be reduced by an amount equal to EBITDA (if positive) directly attributable to the assets which are the subject of such Asset Disposition for such period, or increased by an amount equal to EBITDA (if negative), directly attributable thereto for such period and Consolidated Finance Cost for such period shall be reduced by an amount equal to the Consolidated Finance Cost directly attributable to any Indebtedness of the Guarantor or any Restricted Subsidiary repaid, repurchased, defeased or otherwise discharged with respect to the Guarantor and its continuing Restricted Subsidiaries in connection with such Asset Disposition for such period (or, if the Capital Stock of any Restricted Subsidiary is sold, the Consolidated Finance Cost for such period directly attributable to the Indebtedness of such Restricted Subsidiary to the extent the Guarantor and its continuing Restricted Subsidiaries are no longer liable for such Indebtedness after such sale);

(4) if since the beginning of such period the Guarantor or any Restricted Subsidiary (by merger or otherwise) shall have made an Investment in any Restricted Subsidiary (or any Person which becomes a Restricted Subsidiary) or an acquisition of assets, including any acquisition of assets occurring in connection with a transaction requiring a calculation to be made hereunder, which constitutes all or substantially all of an operating unit of a business, EBITDA and Consolidated Finance Cost for such period shall be calculated after giving pro forma effect thereto (including the Incurrence of any Indebtedness) as if such Investment or acquisition had occurred on the first day of such period; and

(5) if since the beginning of such period any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Guarantor or any Restricted Subsidiary since the beginning of such period) shall have made any Asset Disposition, any Investment or acquisition of assets that would have required an adjustment pursuant to clause (3) or (4) above if made by the Guarantor or a Restricted Subsidiary during such period, EBITDA and Consolidated Finance Cost for such period shall be calculated after giving pro forma effect thereto as if such Asset Disposition, Investment or acquisition had occurred on the first day of such period.

For purposes of this definition, whenever pro forma effect is to be given to an acquisition of assets, the amount of income or earnings relating thereto and the amount of Consolidated Finance Cost associated with any Indebtedness Incurred in connection therewith, the pro forma calculations shall be determined in good faith by a responsible financial or accounting Officer of the Guarantor. If any Indebtedness bears a floating rate of interest or profit and is being given pro forma effect, the interest or profit on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Interest Rate Agreement applicable to such Indebtedness if such Interest Rate Agreement has a remaining term in excess of 12 months). If any Indebtedness is incurred under a revolving credit facility and is being given pro forma effect, the interest on such Indebtedness shall be calculated based on the average daily balance of such Indebtedness for the four fiscal quarters subject to the pro forma calculation to the extent that such Indebtedness was incurred solely for working capital purposes.

Consolidated Finance Cost means, for any period, the total interest expense or finance cost of the Guarantor and its consolidated Restricted Subsidiaries, plus, to the extent not included in such total interest expense or finance cost, and to the extent incurred by the Guarantor or its Restricted Subsidiaries, without duplication:

(1) interest expense or other finance costs attributable to Capital Lease Obligations;

(2) amortisation of debt discount and debt issuance cost;

(3) capitalised interest or other finance costs;

(4) non-cash interest expense or finance costs;

(5) commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing;

(6) net payments pursuant to Hedging Obligations;

(7) dividends accrued in respect of all Disqualified Stock of the Guarantor held by Persons other than the Guarantor or a Wholly Owned Subsidiary (other than dividends payable solely in Capital Stock (other than Disqualified Stock) of the Guarantor);

(8) interest or finance cost incurred in connection with Investments in discontinued operations;

(9) interest or finance cost accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by (or secured by the assets of) the Guarantor or any Restricted Subsidiary; and

(10) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest, finance cost or fees to any Person (other than the Guarantor) in connection with Indebtedness Incurred by such plan or trust.

Consolidated Net Income means, for any period, the net income of the Guarantor and its consolidated Subsidiaries; provided, however, that there shall not be included in such Consolidated Net Income:

(1) any net income (but not the loss) of any Person (other than the Guarantor) if such Person is not a Restricted Subsidiary, except that subject to the exclusion contained in clause (4) below, the Guarantor's equity of any such Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Person during such period to the Guarantor or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution paid to a Restricted Subsidiary, to the limitations contained in clause (3) below);

(2) any net income (or loss) of any Person acquired by the Guarantor or a Subsidiary in a pooling of interests transaction (or any transaction accounted for in a manner similar to a pooling of interests) for any period prior to the date of such acquisition;

(3) solely for the purpose of determining the amount available for Restricted Payments under Clause (a)(3) and (b)(12) of Paragraph 2.2 (*Limitation on Restricted Payments*), any net income (but not the loss) of any Restricted Subsidiary if such Restricted Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary,

directly or indirectly (other than any restriction permitted under Paragraph 2.3(a)(1), (2), (3), (5) and (8) (to the extent Clause (8) refers to Clauses (1), (2), (3) or (5))), to the Guarantor, except that subject to the exclusion contained in clause (4) below, the Guarantor's equity of any such Restricted Subsidiary for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Restricted Subsidiary during such period to the Guarantor or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution paid to another Restricted Subsidiary, to the limitation contained in this clause);

(4) any gain (or loss) realised upon the sale or other disposition of any assets of the Guarantor, its consolidated Subsidiaries or any other Person (including pursuant to any sale-and-leaseback arrangement) which are not sold or otherwise disposed of in the ordinary course of business and any gain (or loss) realised upon the sale or other disposition of any Capital Stock of any Person;

(5) extraordinary gains or losses; and

(6) the cumulative effect of a change in accounting principles,

in each case, for such period. Notwithstanding the foregoing, for the purposes of Paragraph 2.2 (*Limitation on Restricted Payments*) only, there shall be excluded from Consolidated Net Income any repurchases, repayments or redemptions of Investments, proceeds realised on the sale of Investments or return of capital to the Guarantor or a Restricted Subsidiary to the extent such repurchases, repayments, redemptions, proceeds or returns increase the amount of Restricted Payments permitted under clause (a)(3)(D) of Paragraph 2.2 (*Limitation on Restricted Payments*).

Credit Agreement means any credit agreement or any agreement or arrangement having the commercial effect of either a borrowing or a drawing under a credit agreement to be entered into by the Guarantor or its Restricted Subsidiaries, together with all related documents thereto (including any Ijara agreements and Murabaha agreements which are not entered into for speculation, the term loans and revolving loans thereunder, any guarantees and security documents), as amended, extended, renewed, restated, supplemented or otherwise modified (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, whether entered into in accordance with the principles of Sharia or otherwise, including, without limitation, the Existing Credit Agreements, and any agreement (and related document) governing Indebtedness incurred to Refinance, in whole or in part, the borrowings, payment obligations and commitments then outstanding or permitted to be outstanding under such Credit Agreement or a successor Credit Agreement, whether by the same or any other lender or counterparty or group of lenders or counterparties, whether in accordance with the principles of Sharia or otherwise.

Currency Agreement means any foreign exchange contract, currency swap agreement, cross currency profit rate swap agreement or other similar agreement with respect to currency values whether entered into in accordance with the principles of Sharia or otherwise.

Current Assets means the aggregate amount of the Guarantor and its consolidated Subsidiaries' cash and cash equivalents, net accounts receivable, projects under construction, developed lands, prepaid expenses and short term investments.

Current Liabilities means the aggregate amount of the Guarantor and its consolidated Subsidiaries' obligations (other than contingent obligations) for the payment or repayment of money on demand or within a year from the date of computation, whether actual or contingent.

Current Ratio means Current Assets divided by Current Liabilities.

Dar Al-Arkan Event has the meaning given to it in Condition 14.2 under "*Terms and Conditions of the Certificates*".

Default means a Dar Al-Arkan Event or any event which is, or after notice or passage of time or both would be, a Dar Al-Arkan Event.

Disqualified Stock means, with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder) or upon the happening of any event:

(1) matures or is mandatorily redeemable (other than redeemable only for Capital Stock of such Person which is not itself Disqualified Stock) pursuant to a sinking fund obligation or otherwise;

(2) is convertible or exchangeable at the option of the holder for Indebtedness or Disqualified Stock; or

(3) is mandatorily redeemable or must be purchased upon the occurrence of certain events or otherwise, in whole or in part;

in each case on or prior to the first anniversary of the Stated Maturity of the relevant Certificates; provided, however, that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to purchase or redeem such Capital Stock upon the occurrence of an Asset Disposition or Change of Control or Certificateholder Put Option occurring prior to the first anniversary of the Stated Maturity of the relevant Certificates shall not constitute Disqualified Stock if:

(1) the Asset Sale or Change of Control or Certificateholder Put Option provisions applicable to such Capital Stock are not more favourable to the holders of such Capital Stock than the terms applicable to the relevant Certificates and contained in Paragraph 2.4 (*Limitation on Sales of Assets and Subsidiary Stock*) and "*Terms and Conditions of the Certificates—Repurchase of Certificates following a Change of Control and Certificateholder Put Option*"; and

(2) any such requirement only becomes operative after compliance with such terms applicable to the relevant Certificates, including the purchase of any Certificates tendered pursuant thereto.

The amount of any Disqualified Stock that does not have a fixed redemption, repayment or repurchase price will be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were redeemed, repaid or repurchased on any date on which the amount of such Disqualified Stock is to be determined; provided, however, that if such Disqualified Stock could not be required to be redeemed, repaid or repurchased at the time of such determination, the redemption, repayment or repurchase price will be the book value of such Disqualified Stock as reflected in the most recent financial statements of such Person.

Distribution Shortfall Restoration Amount has the meaning given to it in Condition 4.1 under "*Terms and Conditions of the Certificates*".

EBITDA for any period means the sum of Consolidated Net Income, plus the following to the extent deducted in calculating such Consolidated Net Income:

(1) all imputed tax expense relating to income or profits (excluding implied property tax, social tax and value-added tax) of the Guarantor and its consolidated Restricted Subsidiaries;

(2) Consolidated Finance Cost;

(3) depreciation and amortisation expense of the Guarantor and its consolidated Restricted Subsidiaries (excluding amortisation expense attributable to a prepaid item that was paid in cash in a prior period); and

(4) all other non-cash charges of the Guarantor and its consolidated Restricted Subsidiaries (excluding any such non-cash charge to the extent that it represents an accrual of or reserve for cash expenditures in any future period) less all non-cash items of income of the Guarantor and its consolidated Restricted Subsidiaries (other than accruals of revenue by the Guarantor and its consolidated Restricted Subsidiaries in the ordinary course of business);

in each case for such period. Notwithstanding the foregoing, the provision for taxes based on the income or profits of, and the depreciation and amortisation and non-cash charges of, a Restricted Subsidiary shall be added to Consolidated Net Income to compute EBITDA only to the extent (and in the same proportion, including by reason of minority interests) that the net income or loss of such Restricted Subsidiary was included in calculating Consolidated Net Income and only if a corresponding amount would be permitted at the date of determination to be dividended to the Guarantor by such Restricted Subsidiary without prior approval (that has not been obtained), pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to such Restricted Subsidiary or its stockholders.

Exchange Act means the U.S. Securities Exchange Act of 1934.

Existing Credit Agreements has the meaning given to it in the relevant Supplemental Trust Deed.

Existing Sukuk Certificate has the meaning given to it in the relevant Supplemental Trust Deed.

Extraordinary Resolution has the meaning given to it in the Master Trust Deed.

Fair Market Value means, with respect to any asset or property, the price which could be negotiated in an arm's length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair Market Value will be determined in good faith by the Board of Directors, whose determination will be conclusive and evidenced by a resolution of such Board of Directors. For purposes of determining the Fair Market Value of Capital Stock, the value of the Capital Stock of a Person shall be based upon such Person's property and assets, exclusive of goodwill or any similar Intangible asset.

Financial Statements means the Guarantor's audited financial statements for the three most recent financial years preceding the relevant Issue Date.

Government Obligation means direct obligations (or certificates or other instruments representing an ownership interest in such obligations) of the United States (including any agency or instrumentality thereof) issued in compliance with the principles of Sharia, for the payment of which the full faith and credit of the United States is pledged and which are not callable at the issuer's option.

Hedging Obligations of any Person means the obligations of such Person pursuant to any Interest Rate Agreement or Currency Agreement.

Holder or **Certificateholder** means the Person in whose name a Certificate is registered on the relevant Register.

IFRS means International Financial Reporting Standards as in effect from time to time.

Ijara Agreements means, in respect of each Series of Certificates, the ijara agreements to be entered into between the Investment Manager and the relevant Restricted Subsidiaries substantially in the form of Part A of Schedule 1 of the Investment Management Agreement, together with the related Sale and Purchase Agreements, Purchase Undertakings and Service Agency Agreements.

Incur means issue, assume, guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Restricted Subsidiary. The term **Incurrence** when used as a noun shall have a correlative meaning. Solely for purposes of determining compliance with Paragraph 2.1 (*Limitation on Indebtedness*):

(1) amortisation of debt discount or the accretion of principal with respect to a non-interest bearing or other discount security;

(2) the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Capital Stock in the form of additional Capital Stock of the same class and with the same terms; and

(3) the obligation to pay a premium in respect of Indebtedness arising in connection with the issuance of a notice of redemption or the making of a mandatory offer to purchase such Indebtedness,

will not be deemed to be the Incurrence of Indebtedness.

Indebtedness means, with respect to any Person on any date of determination (without duplication):

(1) the principal in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds, trust certificates or other similar instruments for the payment of which such Person is responsible or liable, including, in each case, any premium or profit on such indebtedness to the extent such premium or profit has become due and payable;

(2) all Capital Lease Obligations of such Person and all Attributable Debt in respect of Sale/Leaseback Transactions entered into by such Person;

(3) all obligations of such Person issued or assumed as the deferred purchase price of property, assets or services, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding any accounts payable or other liability to trade creditors arising in the ordinary course of business);

(4) the amount of all payment obligations under any other transaction (including any Sharia compliant financing, purchase agreement, forward sale or forward purchase agreement, lease agreement, sale and sale back or sale and leaseback agreement) having the commercial effect of either a borrowing or a drawing under a credit facility;

(5) all obligations of such Person for the reimbursement of any obligor on any letter of credit, bankers' acceptance or similar credit transaction (other than obligations with respect to letters of credit securing obligations (other than obligations described in clauses (1) through (3) above) entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day following payment on the letter of credit);

(6) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock of such Person;

(7) all obligations of the type referred to in clauses (1) through (6) of other Persons and all dividends of other Persons for the payment of which, in either case, such Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including by means of any Indebtedness Guarantee as defined;

(8) all obligations of the type referred to in clauses (1) through (7) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person), the amount of such obligation being deemed to be the lesser of the Fair Market Value of such property, assets or revenue and the amount of the obligation so secured; and

(9) to the extent not otherwise included in this definition, Hedging Obligations of such Person.

Notwithstanding the foregoing, for the avoidance of doubt, any indebtedness in respect of deposits made by potential or actual purchasers of real estate of the Guarantor in the ordinary course of its day to day real estate and development activities shall not constitute Indebtedness and in connection with the purchase by the Guarantor or any Restricted Subsidiary of any business, the term "Indebtedness" will exclude post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; provided, however, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above; provided, however, that in the case of Indebtedness sold at a discount, the amount of such Indebtedness at any time will be the accreted value thereof at such time.

Indebtedness Guarantee means, in relation to any Indebtedness of any person, any obligation of another person to pay such Indebtedness including (without limitation):

(i) any obligation to purchase such Indebtedness;

(ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;

(iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and

(iv) any other agreement to be responsible for such Indebtedness.

Independent Qualified Party means an investment banking firm, accounting firm or appraisal firm of international standing; provided, however, that such firm is not an Affiliate of the Guarantor.

Interest Rate Agreement means any interest rate or profit rate swap agreement, interest rate or profit rate cap agreement or other financial agreement or arrangement with respect to exposure to interest rates or profit rates whether entered into in accordance with the principles of Sharia or otherwise.

Investment in any Person means any direct or indirect advance, loan (other than advances to suppliers in the ordinary course of business that are recorded as accounts receivable on the balance sheet of the lender) or other extensions of credit (including by way of guarantee or similar arrangement) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by such Person. If the Guarantor or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Guarantor or any Restricted Subsidiary in such Person remaining after giving effect thereto will be deemed to be a new Investment at such time. The acquisition by the Guarantor or any Restricted Subsidiary of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Guarantor or such Restricted Subsidiary in such third Person at such time. Except as otherwise provided for herein, the amount of an Investment shall be its Fair Market Value at the time the Investment is made and without giving effect to subsequent changes in value.

For purposes of the definition of "Unrestricted Subsidiary", the definition of "Restricted Payment" and Paragraph 2.2 (*Limitation on Restricted Payments*):

(1) **Investment** shall include the portion (proportionate to the Guarantor's equity interest in such Subsidiary) of the Fair Market Value of the net assets of any Subsidiary of the Guarantor at the time that such Subsidiary is designated an Unrestricted Subsidiary; provided, however, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Guarantor shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary equal to an amount (if positive) equal to (A) the Guarantor's "Investment" in such Subsidiary at the time of such redesignation less (B) the portion (proportionate to the Guarantor's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value at the time of such transfer, in each case as determined in good faith by the Board of Directors.

Investment Grade means a rating of "AAA", "AA", "A" or "BBB" as modified by a "+" or "-" indication or an equivalent rating representing one of the four highest rating categories by S&P or any of its successors or assigns or a rating of "Aaa", or "Aa", "A" or "Baa", as modified by a "1", "2" or "3" indication, or an equivalent rating representing one of the four highest Rating Categories, by Moody's or any of its successors or assigns or the equivalent ratings of any internationally recognised rating agency or agencies, as the case may be, which shall have been designated by the Guarantor as having been substituted for S&P or Moody's or both, as the case may be.

Legal Holiday means a Saturday, a Sunday or a day on which banking institutions are not required to be open in London and the principal financial centre of the Specified Currency of the relevant Certificates.

Lien means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

Moody's means Moody's Investors Service and its affiliates.

Murabaha Agreements means, in respect of each Series of Certificates, the murabaha agreements to be entered into between the Investment Manager, the relevant Restricted Subsidiaries and the relevant commodities agent named therein substantially in the form of Part E of Schedule 1 of the Investment Management Agreement.

Net Available Cash from an Asset Disposition means cash payments received therefrom (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Indebtedness or other obligations relating to such properties or assets or received in any other non-cash form), in each case net of:

(1) all legal, title and recording tax expenses, commissions and other fees and expenses incurred, and all Federal, state, provincial, foreign and local taxes required to be accrued as a liability under IFRS, as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Disposition, or by applicable law, be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders in Restricted Subsidiaries as a result of such Asset Disposition;

(4) the deduction of appropriate amounts provided by the seller as a reserve, in accordance with IFRS, against any liabilities associated with the property or other assets disposed in such Asset Disposition and retained by the Guarantor or any Restricted Subsidiary after such Asset Disposition; and

(5) any portion of the purchase price from an Asset Disposition placed in escrow, whether as a reserve for adjustment of the purchase price, for satisfaction of indemnities in respect of such Asset Disposition or otherwise in connection with that Asset Disposition; provided, however, that upon the termination of that escrow, Net Available Cash will be increased by any portion of funds in the escrow that are released to the Guarantor or any Restricted Subsidiary.

Net Cash Proceeds, with respect to any issuance or sale of Capital Stock or Indebtedness, means the cash proceeds of such issuance or sale net of attorneys' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

Obligations means, with respect to any Indebtedness, all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements and other amounts payable pursuant to the documentation governing such Indebtedness.

Officer means the Managing Director, General Manager, Chief Financial Officer or General Legal Counsel of the Guarantor.

Officer's Certificate means a certificate signed by one Officer.

Opinion of Counsel means a written opinion from legal counsel who is acceptable to the Trustee and the Delegate. The counsel may be an employee of or counsel to Dar Al-Arkan, the Trustee or the Delegate.

Permitted Business means any business conducted or proposed to be conducted (as described in the Base Prospectus) by the Guarantor and its Restricted Subsidiaries on the relevant Issue Date and other businesses reasonably related or ancillary thereto.

Permitted Holders means (1) Yousef Abdullah Al Shelash, Hethloul Saleh Al Hethloul, Khalid Abdullah Al Shalash, Majed Abdul Rahman Al Qasem, Tariq Mohammed Ali Al Jarallah, Abdul Aziz Abdullah Al

Shelash, Majed Roumi Soliman Al Roumi, Abdul Karim Hamad Al Babteen and Abdullatif Abdullah Al-Shalash; (2) with respect to each of the persons identified in clause (1), his parents, spouse and any of his or his spouse's relatives or descendants; (3) with respect the to each of the persons identified in clauses (1) and (2), any trust or estate in which such person collectively owns 50 per cent. or more of the total beneficial interests; or (4) with respect the to each of the persons identified in clauses (1) and (2), any corporation or other organisation in which such person are the owners, directly or indirectly, collectively of 50 per cent. or more of the equity interests.

Permitted Investment means an Investment by the Guarantor or any Restricted Subsidiary in:

(1) the Guarantor, a Restricted Subsidiary (including investments in Ijara and Murabaha contracts, between and among the Guarantor, Restricted Subsidiaries, including but not limited to those Ijara and Murabaha contracts existing on the relevant Issue Date) or a Person that will, upon the making of such Investment, become a Restricted Subsidiary; provided, however, that the primary business of such Restricted Subsidiary is a Related Business; provided further, however, that Murabaha contracts may include a Person other than the Guarantor or a Restricted Subsidiary as a party to the extent required to effect the arrangements contemplated therein so long as there is no Investment in such Person;

(2) another Person if, as a result of such Investment, such other Person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, the Guarantor or a Restricted Subsidiary; provided, however, that such Person's primary business is a Related Business;

(3) cash and Temporary Cash Investments;

(4) receivables owing to the Guarantor or any Restricted Subsidiary if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; provided, however, that such trade terms may include such concessionary trade terms as the Guarantor or any such Restricted Subsidiary deems reasonable under the circumstances;

(5) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(6) loans or advances to employees made in the ordinary course of business consistent with past practices of the Guarantor or such Restricted Subsidiary;

(7) stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Guarantor or any Restricted Subsidiary or in satisfaction of judgments;

(8) any Person to the extent such Investment represents the non-cash portion of the consideration received for (i) an Asset Disposition as permitted pursuant to Paragraph 2.4 (*Limitation on Sales of Assets and Subsidiary Stock*) or (ii) a disposition of assets not constituting an Asset Disposition;

(9) any Person where such Investment was acquired by the Guarantor or any of its Restricted Subsidiaries (a) in exchange for any other Investment or accounts receivable held by the Guarantor or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganisation or recapitalisation of the issuer of such other Investment or accounts receivable or (b) as a result of a foreclosure by the Guarantor or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(10) any Person to the extent such Investments consist of prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits made in the ordinary course of business by the Guarantor or any Restricted Subsidiary;

(11) any Person to the extent such Investments consist of Hedging Obligations otherwise permitted under clause (b)(6) of Paragraph 2.1 (*Limitation on Indebtedness*);

(12) any Person to the extent such Investment exists on the relevant Issue Date, and any extension, modification or renewal of any such Investments existing on the relevant Issue Date, but only to the

extent not involving additional advances, contributions or other Investments of cash or other assets or other increases thereof (other than as a result of the accrual or accretion of interest or original issue discount or the issuance of pay-in-kind securities, in each case, pursuant to the terms of such Investment as in effect on the relevant Issue Date); and

(13) the relevant Certificates.

Permitted Liens means, with respect to any Person:

(1) pledges or deposits by such Person under worker's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(2) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens, in each case for sums not yet due or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review and Liens arising solely by virtue of any statutory or common law provision relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; provided, however, that (A) such deposit account is not a dedicated cash collateral account and is not subject to restrictions against access by the Guarantor and (B) such deposit account is not intended by the Guarantor or any Restricted Subsidiary to provide collateral to the depository institution;

(3) Liens for property taxes not yet subject to penalties for non-payment or which are being contested in good faith by appropriate proceedings;

(4) Liens in favour of issuers of surety bonds or letters of credit issued pursuant to the request of and for the account of such Person in the ordinary course of its business; provided, however, that such letters of credit do not constitute Indebtedness;

(5) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not Incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(6) Liens (including extensions and renewals thereof) upon real or personal property acquired after the relevant Issue Date; provided that (a) such Lien is created solely for the purpose of securing Indebtedness Incurred under clause (b)(10) of Paragraph 2.1 (*Limitation on Indebtedness*) and such Lien is created prior to, at the time of or within 60 days after the later of the acquisition or the completion of construction, (b) the principal amount of the Indebtedness secured by such Lien does not exceed 100 per cent. of the purchase price or the cost of acquisition, development, construction or improvement of such real or personal property and (c) such Lien shall not extend to or cover any property or assets other than such item of property and any improvements on such item;

(7) Liens to secure Indebtedness permitted under the provisions described in Paragraph 2.1(b)(1) (*Limitation on Indebtedness*);

(8) Liens existing on the relevant Issue Date;

(9) Liens on property or shares of Capital Stock of another Person at the time such other Person becomes a Subsidiary of such Person; provided, however, that the Liens may not extend to any other property owned by such Person or any of its Restricted Subsidiaries (other than assets and property affixed or appurtenant thereto);

(10) Liens on property at the time such Person or any of its Subsidiaries acquires the property, including any acquisition by means of a merger or consolidation with or into such Person or a Subsidiary of such Person; provided, however, that the Liens may not extend to any other property owned by such Person or any of its Restricted Subsidiaries (other than assets and property affixed or appurtenant thereto);

(11) Liens securing Indebtedness or other obligations of a Subsidiary of such Person owing to such Person or a Restricted Subsidiary of such Person;

(12) Liens securing Hedging Obligations so long as such Hedging Obligations are permitted to be Incurred under the Guarantee;

(13) Liens to secure any Refinancing (or successive Refinancings) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (6), (7), (8), (9), (10) or (14) provided, however, that:

  (A) such new Lien shall be limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof); and

  (B) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (x) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clause (6), (7), (8), (9), (10) or (14) at the time the original Lien became a Permitted Lien and (y) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement; and

(14) Liens securing Indebtedness or other obligations, other than Relevant Indebtedness, of such Person or its Subsidiaries so long as, on the date of creation of such Liens, no Default has occurred and is continuing and the incurrence of such Lien would not result in the aggregate amount of Total Assets of the Guarantor and its Restricted Subsidiaries which are free of and not encumbered by or subject to any Lien (including any Permitted Liens) being less than 1.25 times the aggregate amount of Indebtedness that is not subject to any Lien or other Security Interest of the Guarantor and its Restricted Subsidiaries as determined by the Guarantor in good faith.

Notwithstanding the foregoing, "Permitted Liens" will not include any Lien described in clause (9) or (10) above to the extent such Lien applies to any Additional Assets acquired directly or indirectly from Net Available Cash pursuant to Paragraph 2.4 (*Limitation on Sales of Assets and Subsidiary Stock*). For purposes of this definition, the term **Indebtedness** shall be deemed to include interest on such Indebtedness.

Person means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation, government or any agency or political subdivision thereof or any other entity.

Purchase Undertakings means, in respect of each Series of Certificates, the purchase undertakings to be entered into by the relevant Restricted Subsidiaries (in their capacities as obligors thereunder) in connection with each Ijara Agreement in favour of the Investment Manager (in its capacity as beneficiary under such Purchase Undertakings) substantially in the form of Part C of Schedule 1 of the Investment Management Agreement.

Rating Agencies means (i) S&P, (ii) Moody's and (iii) if S&P or Moody's or both shall not make a rating of the relevant Certificates publicly available, an internationally recognised securities rating agency or agencies, as the case may be, selected by the Guarantor, which shall be substituted for S&P or Moody's or both, as the case may be.

Refinance means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, purchase, redeem, defease or retire, or to issue other Indebtedness in exchange or replacement for, such Indebtedness. "Refinanced" and "Refinancing" shall have correlative meanings.

Refinancing Indebtedness means Indebtedness that Refinances any Indebtedness of the Guarantor or any Restricted Subsidiary existing on the relevant Issue Date or Incurred in compliance with the Guarantee, including Indebtedness that Refinances Refinancing Indebtedness; provided, however, that:

(1) such Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being Refinanced;

(2) such Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Average Life of the Indebtedness being Refinanced;

(3) such Refinancing Indebtedness has an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding (plus fees and expenses, including any premium and defeasance costs) under the Indebtedness being Refinanced; and

(4) if the Indebtedness being Refinanced is subordinated in right of payment to the relevant Certificates, such Refinancing Indebtedness is subordinated in right of payment to the relevant Certificates at least to the same extent as the Indebtedness being Refinanced;

provided further, however, that Refinancing Indebtedness shall not include (A) Indebtedness of a Subsidiary that Refinances Indebtedness of the Guarantor or (B) Indebtedness of the Guarantor or a Restricted Subsidiary that Refinances Indebtedness of an Unrestricted Subsidiary.

Related Business means any business in which the Guarantor and any of the Restricted Subsidiaries was engaged in on the relevant Issue Date and any businesses related, ancillary or complementary to such business.

Relevant Indebtedness means any indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities (including trust certificates, sukuk and any other instruments intended to be issued in accordance with the principles of Sharia) which for the time being are, or are intended to be, or are capable of being quoted, listed or dealt in or traded on any stock exchange or over the counter or other securities market.

Replacement Assets means properties and assets that replace the properties and assets that were the subject of an Asset Disposition or properties and assets that are, or will be, used in the Guarantor's business or in that of the Restricted Subsidiaries or any and all businesses that in the good faith judgment of the Board of Directors are Related Businesses, and, in each case, any capital expenditure relating thereto.

Required Defeasance Amount means, in respect of each Series of Certificates, the aggregate of all sums which would be required to be paid under the relevant Sukuk Contracts required to be entered into in accordance with the Investment Management Agreement to ensure compliance with the Underlying Value Conditions, for the period from the date on which the relevant deposit is made into the defeasance trust in full, up to and including the Scheduled Dissolution Date.

Restricted Payment with respect to any Person means:

(1) the declaration or payment of any dividends or any other distributions of any sort in respect of its Capital Stock (including any payment in connection with any merger or consolidation involving such Person) or similar payment to the direct or indirect holders of its Capital Stock (other than (A) dividends or distributions payable solely in its Capital Stock (other than Disqualified Stock), (B) dividends or distributions payable solely to the Guarantor or a Restricted Subsidiary and (C) pro rata dividends or other distributions made by a Subsidiary that is not a Wholly Owned Subsidiary to minority stockholders (or owners of an equivalent interest in the case of a Subsidiary that is an entity other than a corporation));

(2) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of any Capital Stock of the Guarantor held by any Person (other than by a Restricted Subsidiary) or of any Capital Stock of a Restricted Subsidiary held by any Affiliate of the Guarantor (other than by a

Restricted Subsidiary), including in connection with any merger or consolidation and including the exercise of any option to exchange any Capital Stock (other than into Capital Stock of the Guarantor that is not Disqualified Stock);

(3) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment of any Subordinated Obligations of the Guarantor (other than (A) from a Restricted Subsidiary or (B) the purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such purchase, repurchase, redemption, defeasance or other acquisition or retirement); or

(4) the making of any Investment (other than a Permitted Investment) in any Person.

Restricted Subsidiary means any Subsidiary of the Guarantor that is not an Unrestricted Subsidiary.

S&P means Standard & Poor's Ratings Services and its affiliates.

Sale and Purchase Agreement means, in respect of each Series of Certificates, the sale and purchase agreements to be entered into between the Investment Manager and Dar Al-Arkan in connection with any Ijara Agreement substantially in the form of Part B of Schedule 1 of the Investment Management Agreement.

Sale/Leaseback Transaction means an arrangement relating to property owned by the Guarantor or a Restricted Subsidiary on the relevant Issue Date or thereafter acquired by the Guarantor or a Restricted Subsidiary whereby the Guarantor or a Restricted Subsidiary transfers such property to a Person and the Guarantor or a Restricted Subsidiary leases it from such Person. Notwithstanding the foregoing, "Sale/Leaseback Transaction" will not include any transfers and/or leases between the Guarantor and a Restricted Subsidiary or between Restricted Subsidiaries entered into pursuant to the Investment Management Agreement.

SAR means the lawful currency of the Kingdom of Saudi Arabia.

SAR Equivalent means with respect to any monetary amount in a currency other than SAR, at any time for determination thereof, the amount of SAR obtained by converting such foreign currency involved in such computation into SAR at the spot rate for the purchase of SAR with the applicable foreign currency as published in The Wall Street Journal in the "Exchange Rates" column under the heading "Currency Trading" on the date two Business Days prior to such determination.

Except as described under Paragraph 2.1 (*Limitation on Indebtedness*), whenever it is necessary to determine whether the Guarantor has complied with any covenant in the Guarantee or a Default has occurred and an amount is expressed in a currency other than SAR, such amount will be treated as the SAR Equivalent determined as of the date such amount is initially determined in such currency.

SEC means the U.S. Securities and Exchange Commission.

Security Interest means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof, any sale with recourse against the seller or any affiliate of the seller, or any agreement to give any security interest) securing any obligation of any person.

Senior Indebtedness means with respect to any Person:

(1) Indebtedness of such Person, whether outstanding on the relevant Issue Date or thereafter Incurred; and

(2) all other Obligations of such Person (including interest accruing on or after the filing of any petition in bankruptcy or for reorganisation relating to such Person whether or not post-filing interest is allowed in such proceeding) in respect of Indebtedness described in clause (1) above,

unless, in the case of clauses (1) and (2), in the instrument creating or evidencing the same or pursuant to which the same is outstanding, it is provided that such Indebtedness or other Obligations are subordinate in right of payment to the relevant Certificates or the Guarantee of such Person, as the case may be; provided, however, that Senior Indebtedness shall not include:

(1) any obligation of such Person to the Guarantor or any Subsidiary of the Guarantor;

(2) any liability for Federal, state, local or other taxes owed or owing by such Person;

(3) any accounts payable or other liability to trade creditors arising in the ordinary course of business;

(4) any Indebtedness or other Obligation of such Person which is subordinate or junior in any respect to any other Indebtedness or other Obligation of such Person; or

(5) that portion of any Indebtedness which at the time of Incurrence is Incurred in violation of the Guarantee.

For the avoidance of doubt, each Series of Certificates shall constitute Senior Indebtedness.

Service Agency Agreement means, in respect of each Series of Certificates, the service agency agreements to be entered into between the Investment Manager and Restricted Subsidiaries in connection with any Ijara Agreement substantially in the form of Part D of Schedule 1 of the Investment Management Agreement.

Shareholders' Equity means, at any date, the capital, statutory reserves, general reserves, treasury stock and retained earnings of the Guarantor; and in addition, to the extent accounted for as equity in accordance with IFRS, the equity element with respect to any financial instrument.

Significant Subsidiary means any Restricted Subsidiary that would be a "Significant Subsidiary" of the Guarantor within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

Stated Maturity means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred).

Subordinated Obligation means, with respect to a Person, any Indebtedness of such Person (whether outstanding on the relevant Issue Date or thereafter Incurred) which is subordinate or junior in right of payment to the relevant Certificates or a Guarantee of such Person, as the case may be, pursuant to a written agreement to that effect.

Subsidiary means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50 per cent. of the total voting power of shares of Voting Stock is at the time owned or controlled, directly or indirectly, by:

(1) such Person;

(2) such Person and one or more Subsidiaries of such Person; or

(3) one or more Subsidiaries of such Person.

Sukuk Contracts means, in respect of each Series of Certificates, the Ijara Agreements (and related Sale and Purchase Agreements, Purchase Undertakings and Service Agency Agreements) and the Murabaha Agreements entered into between the Investment Manager and Restricted Subsidiaries from time to time.

Sukuk Contract Counterparties means the counterparties to the relevant Sukuk Contracts (other than the Investment Manager).

Supplemental Trust Deed means, in respect of each Series of Certificates, the supplemental trust deed entered into between the Trustee, the Delegate and Dar Al-Arkan on the relevant Issue Date.

Tax or **Taxes** means any present or future taxes, zakat, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld, or assessed by or on behalf of the Kingdom of Saudi Arabia or any political subdivision thereof or any authority therein or thereof having the power to tax.

Temporary Cash Investments means any of the following:

(1) any investment in direct obligations of the Kingdom of Saudi Arabia, a member of the European Union, the United States or any agency thereof or obligations guaranteed by the Kingdom of Saudi Arabia, a member of the European Union or the United States or any agency thereof;

(2) investments in demand and time deposit accounts, certificates of deposit and money market deposits maturing within 180 days of the date of acquisition thereof issued by a bank or trust company which is organised under the laws of the Kingdom of Saudi Arabia, a member of the European Union or the United States or any state thereof, and which bank or trust company has capital, surplus and undivided profits aggregating in excess of U.S.$50.0 million (or the foreign currency equivalent thereof) and has outstanding debt which is rated "A" (or such similar equivalent rating) or higher by at least one nationally recognised statistical rating organisation;

(3) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (1) above entered into with a bank meeting the qualifications described in clause (2) above;

(4) investments in commercial paper, maturing not more than 90 days after the date of acquisition, issued by a corporation (other than an Affiliate of the Guarantor) organised and in existence under the laws of the Kingdom of Saudi Arabia, a member of the European Union or the United States with a rating at the time as of which any investment therein is made of "P-1" (or higher) according to Moody's Investors Service, Inc. or "A-1" (or higher) according to Standard & Poor's Ratings Group;

(5) investments in securities with maturities of six months or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the Kingdom of Saudi Arabia, a member of the European Union or the United States, or by any political subdivision or taxing authority thereof, and rated at least "A" by Standard & Poor's Ratings Group or "A" by Moody's Investors Service, Inc.; and

(6) investments in money market funds that invest substantially all their assets in securities of the types described in clauses (1) through (5) above.

Total Assets means, at any date, the total consolidated book value of all assets, plus accumulated depreciation and amortisation, of the Guarantor and its Subsidiaries, prepared in accordance with IFRS.

Total Liabilities means the aggregate of all consolidated Indebtedness of the Guarantor and its Subsidiaries and all other obligations of the Guarantor for the payment or repayment of money, whether present or future.

Underlying Value Conditions has the meaning given to such term in Condition 22 under "*Terms and Conditions of the Certificates*".

Unrestricted Subsidiary means:

(1) any Subsidiary of the Guarantor that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors may designate any Subsidiary of the Guarantor (including any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Capital Stock or Indebtedness of, or holds any Lien on any property of, the Guarantor or any Subsidiary of the Guarantor that is not a Subsidiary of the Subsidiary to be so designated; provided, however, that either (A) the Subsidiary to be so designated has total assets of U.S.$1,000 or less or (B) if such Subsidiary has assets greater than U.S.$1,000, such designation would be permitted under Paragraph 2.2

(*Limitation on Restricted Payments*); provided, however, that the Investment Manager and any Sukuk Contract Counterparty can never be designated to be an Unrestricted Subsidiary.

The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided, however, that immediately after giving effect to such designation (A) the Guarantor could Incur SAR 1.00 of additional Indebtedness under clause (a) under Paragraph 2.1 (*Limitation on Indebtedness*) and (B) no Default shall have occurred and be continuing. Any such designation by the Board of Directors shall be evidenced to the Trustee and the Delegate by promptly filing with the Trustee and the Delegate a copy of the resolution of the Board of Directors giving effect to such designation and an Officer's Certificate certifying that such designation complied with the foregoing provisions.

Value Restoration Amount has the meaning given to it in Condition 4.1 under "*Terms and Conditions of the Certificates*".

Voting Stock of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

Wholly Owned Subsidiary means a Restricted Subsidiary all the Capital Stock of which (other than directors' qualifying shares) is owned, directly or indirectly, by the Guarantor or one or more other Wholly Owned Subsidiaries.

Trust Deed

The Master Trust Deed was entered into on 17 May 2013 between Dar Al-Arkan, the Trustee and the Delegate and will be governed by English law. A Supplemental Trust Deed between the same parties will be entered into on the Issue Date of each Series and will also be governed by English law.

Upon issue of the Global Certificate initially representing any Series, the Master Trust Deed and the relevant Supplemental Trust Deed shall together constitute the Trust declared by the Trustee in relation to such Series.

The Trust Assets in respect of each Series comprise (unless otherwise specified in the relevant Supplemental Trust Deed), *inter alia*, (i) the Trustee's rights, title, interest and benefit, present and future, in, to and under the relevant Sukuk Portfolio, (ii) its rights, title, interest and benefit, present and future, in, to and under the Transaction Documents (other than in relation to any representations given to the Trustee by Dar Al-Arkan pursuant to any of the Transaction Documents and any rights which have been expressly waived by the Trustee in any of the Transaction Documents), (iii) all monies standing to the credit of the relevant Transaction Account and (iv) all proceeds of the foregoing.

Each Trust Deed will specify that, on or after the relevant Scheduled Dissolution Date or, as the case may be, Dissolution Date of a Series, the rights of recourse in respect of the relevant Certificates shall be limited to the amounts from time to time available and comprising the Trust Assets of that Series, subject to the priority of payments set out in the Trust Deed, the relevant Certificates and the Conditions. The Certificateholders have no claim or recourse against Dar Al-Arkan Sukuk Company Ltd. in respect of any amount which is or remains unsatisfied and any unsatisfied amounts will be extinguished.

Pursuant to each Trust Deed, the Trustee will, in relation to each Series, *inter alia*:

(a) hold the relevant Trust Assets on trust absolutely for the relevant Certificateholders *pro rata* according to the face amount of Certificates held by each Certificateholder; and

(b) act as trustee in respect of the relevant Trust Assets, distribute the income from the relevant Trust Assets and perform its duties in accordance with the provisions of the relevant Trust Deed.

In the Master Trust Deed, the Trustee by way of security for the performance of all covenants, obligations and duties of the Trustee to the Certificateholders will irrevocably and unconditionally appoint the Delegate to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to exercise all the present and future powers, authorities and discretions (including but not limited to the authority to request instructions from any Certificateholders and the power to sub-delegate and the power to make any determinations to be made under each Trust Deed) vested in the Trustee by each Trust Deed, the Guarantee or any other Transaction Document that the Delegate may consider to be necessary or desirable in order upon the occurrence of a Dissolution Event or a Potential Dissolution Event, and subject to its being indemnified and/or secured and/or prefunded to its satisfaction to perform the present and future powers, authorities and discretions vested in the Trustee by the relevant provisions of each Trust Deed and any of the other Transaction Documents (provided that no obligations, duties, liabilities or covenants of the Trustee pursuant to the Master Trust Deed or any other Transaction Document will be imposed on the Delegate by virtue of such delegation). The appointment of such delegate by the Trustee is intended to be in the interests of the Certificateholders and will not affect the Trustee's continuing role and obligations as trustee.

The Master Trust Deed specifies, *inter alia*, that in relation to each Series:

(i) following the distribution of the proceeds of the relevant Trust Assets to the relevant Certificateholders such that those Trust Assets have been exhausted in accordance with the Conditions and the Agency Agreement, no Certificateholder shall be entitled to proceed directly against the Trustee, the Delegate, the Investment Manager and/or Dar Al-Arkan in respect of such Trust Assets to enforce the performance of any of the provisions of the relevant Trust Deed or any other Transaction Document. In particular, no Certificateholder shall be entitled to take any action which could result in the winding-up of the Trustee;

(ii) no Certificateholder shall be entitled to proceed directly against, or to provide instructions to the Trustee to pursue any claim against, the Trustee, the Investment Manager and/or Dar Al-Arkan arising under the relevant Trust Assets or the relevant Certificates or to enforce the performance of any provisions of any of the Transaction Documents or for any other reason unless the Delegate having become bound so to proceed fails to do so within a reasonable period of becoming so bound and such failure is continuing. Under no circumstances shall the Trustee, the Delegate or any Certificateholders have any right to cause the sale or other disposition of any of the relevant Trust Assets, except pursuant to the terms of the Transaction Documents or under the Conditions and the sole right of the Trustee, the Delegate and the Certificateholders against the Investment Manager and/or Dar Al-Arkan shall be to enforce their respective obligations under the Transaction Documents to which they are party; and

(iii) neither the Delegate nor the Trustee shall be bound in any circumstances to take any action in relation to any Trust Assets or any Dissolution Event or take any action or other steps under the Conditions or any Transaction Document unless:

    (a) the Delegate and/or the Trustee, as the case may be, is satisfied that it will be indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities which may be incurred in connection with such action or step and may demand prior to taking any such action that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so to indemnify it; and

    (b) in the case of the Delegate only, directed or requested to do so by a Certificateholders' Direction.

TAXATION

The following is a general description of certain tax and zakat considerations relating to Certificates issued under the Programme. It does not purport to be a complete analysis of all tax and zakat considerations relating to the Certificates. Prospective purchasers of any Certificates should consult their tax and zakat advisers as to the consequences under the tax and zakat laws of the country of which they are resident for tax and zakat purposes of acquiring, holding and disposing of the relevant Certificates and receiving payments under those Certificates. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

Kingdom of Saudi Arabia

The following is a general description of certain tax and zakat considerations relating to Certificates issued under the Programme. It does not purport to be a complete analysis of all tax and zakat considerations relating to the Certificates. The summary below is not intended as tax or zakat advice, does not consider any investor's particular circumstances and does not consider tax or zakat consequences other than those arising under Saudi law. Prospective purchasers of any Certificates should consult their tax and zakat advisers (if applicable) as to the consequences under the tax and zakat laws (if applicable) of the country of which they are resident for tax purposes of acquiring, holding and disposing of the relevant Certificates and receiving payments under those Certificates. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any prospective or retrospective change in law that may take effect after such date.

Overview of Saudi Tax and Zakat Law

Income Tax

According to Saudi Arabian tax law, a resident capital company (on its foreign partner's (shareholder's) share) and a non-resident who does business in the Kingdom through a Permanent Establishment (as defined below) are subject to corporate income tax in Saudi Arabia at a flat rate of 20 per cent. Companies which are wholly owned by Saudi nationals are subject to zakat instead of income tax. Companies owned jointly by Saudi/GCC and non-Saudi/non-GCC nationals pay tax on the portion of income attributable to the non-Saudi/non-GCC nationals and zakat on the portion of income attributable to Saudi nationals. Residents from countries belonging to the GCC (Bahrain, Kuwait, Oman, Qatar and the UAE) and shares held directly by GCC nationals or via other GCC companies (where the shareholding structure does not fall outside of the GCC) in a Saudi capital company are subject to zakat and not income tax. In determining the tax/zakat profile, the Saudi Tax Authorities apply a "look-through" approach to determine whether the up-stream shareholding structure at any point exists outside of the GCC.

Zakat

The guidance on zakat in Saudi Arabia is based on the provisions of Royal Decrees, Ministerial Resolutions, and Department of Zakat and Income Tax (**DZIT**) circulars that are in force. In Saudi Arabia, zakat is assessed on Saudi and GCC nationals and on Saudi companies wholly owned by such individuals. There are certain rules that apply to the method of calculating the zakat liability. In general, zakat is levied at a fixed rate of 2.5 per cent. on the higher of the adjusted taxable profits or the zakat base which, in general, comprises equity, loans and provisions reduced by deductible investments and fixed assets.

*Withholding Tax **(WHT)***

The Saudi Arabian tax law provides for actual withholding tax at different rates on payments made to non-resident parties (including those located in the GCC) by a Saudi resident from a source of income in Saudi Arabia. Services are defined to mean anything done for consideration other than the purchase and sale of goods and other property. Loan charges paid to non-residents generally attract five per cent. Saudi WHT.

Withholding tax implications in connection with the transaction

As the Trustee is not a Saudi resident, the payment of Profit Collections by the Investment Manager to the Trustee pursuant to the Investment Management Agreement (or the payment of such amounts by the Guarantor under the Guarantee) will be subject to a five per cent. withholding tax. In accordance with the Income Tax Regulation (as defined below) the Investment Manager will be responsible for withholding and settling the tax with the DZIT on payments of Profit Collections. If such payments (and/or payments of Sukuk Portfolio Liquidation Proceeds) are subject to any withholding or deduction on account of tax in Saudi Arabia, the Guarantee and the Investment Management Agreement provide for the Guarantor and the Investment Manager, respectively, to pay additional amounts as will result in the Trustee receiving the amounts which would otherwise be receivable.

Certain tax and zakat implications for Certificateholders

GCC Certificateholders who are Resident in Saudi Arabia

Certificateholders who are GCC Persons (as defined below) and Resident in Saudi Arabia are not subject to any Saudi Arabian income tax in respect of any profit payment received or gain realised in respect of the Certificates. However, such Certificateholders will be subject to zakat in respect of any profit payment received or gain realised in respect of the Certificates. Additionally, the DZIT does not allow an investment in the Certificates to be deducted from the zakat base of such a Certificateholder, as stipulated under Ministerial Resolution No. 1005 dated 15 May 2007.

Non-GCC Certificateholders who are Resident in Saudi Arabia

Certificateholders who are non-GCC Persons and Resident in Saudi Arabia will be subject to Saudi Arabian corporate income tax at the rate of 20 per cent. on any profit payment received or gain realised in respect of the Certificates but they will not be subject to any zakat.

Certificateholders who are not Resident in Saudi Arabia

Certificateholders, either natural persons or legal entities, who are not Residents in Saudi Arabia (whether such Certificateholders are Saudi Arabian nationals or non Saudi Arabian nationals (including Certificateholders resident in the GCC)) will not be subject to Saudi Arabian withholding tax (as the payments will be received from a Saudi non-resident) or zakat on any payments received by them in respect of the Certificates. However, natural persons having the nationality of a GCC country other than Saudi Arabia who are not Resident but have a Permanent Establishment in Saudi Arabia and legal entities established under the laws of a GCC country other than Saudi Arabia with a Permanent Establishment in Saudi Arabia are subject to Saudi Arabian corporate income tax at the rate of 20 per cent. in respect of any profit payment received or gain realised in respect of the Certificates but will not be subject to *zakat*.

For the purposes of this summary:

A person is a **Resident** in Saudi Arabia (as defined in Article 3 of the Income Tax Regulation issued under Royal Decree No. M/1 dated 15/01/1425H (the **Income Tax Regulation**)) if it meets the following conditions:

(a) a natural person is considered a Resident in Saudi Arabia for a taxable year if he meets either of the two following conditions:

  (i) he has a permanent place of abode in Saudi Arabia and is physically present in Saudi Arabia for a total of not less than 30 days in the taxable year; or

  (ii) he is physically present in Saudi Arabia for a period of not less than 183 days in the taxable year; and

(b) a company is considered Resident in Saudi Arabia during a taxable year if it meets either of the following conditions:

(i) it is formed in accordance with the Saudi Companies Regulations; or

(ii) its place of central control and management is located in Saudi Arabia.

Certificateholders will not be deemed to be Resident in Saudi Arabia solely by reason of holding any Certificates.

A **GCC Person** means (a) a natural persons having the nationality of any of the GCC Countries and (b) any legal entity owned by GCC nationals and established under the laws of a GCC country. A GCC Person will include a company owned by both Saudi/GCC and non-Saudi/(non-GCC) nationals ("mixed companies"), to the extent it is ultimately owned by Saudi/GCC nationals.

Permanent Establishment consists of the permanent place of activity of a non-Resident person through which it carries out business, in full or in part, including business carried out through an agent.

Cayman Islands

The following is a discussion on certain Cayman Islands income tax consequences of an investment in Certificates to be issued under the Programme. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider any investor's particular circumstances and does not consider tax consequences other than those arising under Cayman Islands law.

Under existing Cayman Islands laws payments on Certificates to be issued under the Programme will not be subject to taxation in the Cayman Islands and no withholding will be required on the payments to any holder of Certificates nor will gains derived from the disposal of Certificates be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance or gift tax.

Subject as set out below, no capital or stamp duties are levied in the Cayman Islands on the issue, transfer or redemption of Certificates. An instrument transferring title to any Certificates, if brought to or executed in the Cayman Islands, would be subject to Cayman Islands stamp duty. An annual registration fee is payable by the Trustee to the Cayman Islands Registrar of Companies which is calculated by reference to the nominal amount of its authorised capital. At current rates, this annual registration fee is approximately U.S.$854. The foregoing is based on current law and practice in the Cayman Islands and this is subject to change therein.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income, which may include Periodic Distribution Amounts) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland). In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive.

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

The proposed financial transactions tax ("FTT")

The European Commission has published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in Certificates (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are exempt.

Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it could apply to certain dealings in Certificates where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of Certificates are advised to seek their own professional advice in relation to the FTT.

Foreign Account Tax Compliance Act

Sections 1471 through 1474 of FATCA impose a new reporting regime and potentially a 30% withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a "foreign financial institution", or **FFI** (as defined by FATCA)) that does not become a **Participating FFI** by entering into an agreement with the U.S. Internal Revenue Service (**IRS**) to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from, or in deemed compliance with, FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States Account" of the Trustee (a **Recalcitrant Holder**). The Trustee may be classified as an FFI.

The new withholding regime will be phased in beginning 1 January 2014 for payments from sources within the United States and will apply to "foreign passthru payments" (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any Certificates characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued (or is significantly modified) on or after the grandfathering date, which is the later of (a) 1 January 2014 and (b) the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, and (ii) any Certificates characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (each, an **IGA**), which may change the summary described herein.

If the Trustee becomes a Participating FFI under FATCA, the Trustee and financial institutions through which payments on the Certificates are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Certificates is made is not a Participating FFI, a Reporting FI or otherwise exempt from, or in deemed compliance with, FATCA or (ii) an investor is a Recalcitrant Holder.

If an amount in respect of FATCA Withholding were to be deducted or withheld from Periodic Dissolution Amounts and/or other profit amounts and/or Dissolution Amounts or other payments made in respect of the Certificates, neither the Trustee nor any paying agent nor any other person would, pursuant to the Conditions or the Transaction Documents, be required to pay additional amounts as a result of the deduction or withholding. As a result, the Periodic Dissolution Amounts and/or other profit amounts and/or Dissolution Amounts received by investors may be less than expected.

Whilst the Certificates are in global form and held within the clearing systems, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Certificates by the Trustee, the Guarantor, any paying agent and Euroclear and/or Clearstream, Luxembourg, given that each of the entities in the payment chain beginning with the Trustee and ending with the clearing systems is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Certificates. The documentation expressly contemplates the possibility that the Certificates may go into definitive form and therefore that they may be taken out of the clearing systems. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA Withholding. However, definitive Certificates will only be printed in remote circumstances.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Certificates and to payments they may receive in connection with the Certificates.

TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, EACH TAXPAYER IS HEREBY NOTIFIED THAT: (A) ANY TAX DISCUSSION HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY THE TAXPAYER FOR THE PURPOSE OF AVOIDING U.S. FEDERAL INCOME TAX PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER; (B) ANY SUCH TAX DISCUSSION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) THE TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

SUBSCRIPTION AND SALE

The Dealers have, in a programme agreement (the **Programme Agreement**) dated 17 May 2013, agreed with the Trustee, Dar Al-Arkan and the Investment Manager a basis upon which they or any of them may from time to time agree to purchase Certificates. Any such agreement will extend to those matters stated under "*Terms and Conditions of the Certificates*". In the Programme Agreement, each of the Trustee, Dar Al-Arkan and the Investment Manager has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue, offer and sale of Certificates under the Programme.

SELLING RESTRICTIONS

United States

Neither the Certificates nor the Guarantee have not been or will be registered under the Securities Act nor any state securities law, and the Certificates may not be offered, sold or delivered within the United States or to or for the account or benefit of, any U.S. person except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Certificates (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Certificates on a syndicated basis, the relevant lead manager, of all Certificates of the Series of which such Certificates are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Certificates during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Certificates within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Certificates, an offer or sale of such Certificates within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

The Republic of Ireland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not underwrite, offer, place or do anything with respect to the Certificates in or involving the Republic of Ireland:

(a) otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations 2007, as amended (the **MiFID Regulations**), including, without limitation, Part 6, 7 and 12 thereafter and the provisions of the Investor Compensation Act 1998, and, if acting under and within the terms of an authorisation to do so for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments (**MiFID**) it has complied with any applicable requirements of the MiFID Regulations or as imposed, or deemed to have been imposed, by the Irish Central Bank pursuant to the MiFID Regulations and, if acting within the terms of an authorisation granted to it for the purposes of Directive 2006/48/EC of the European Parliament and the Council of 14 June 2006 relating to the taking up and the pursuit of the business of credit institutions as amended, replaced or consolidated from time to time, it has complied with the provisions of the Central Bank Acts 1942-2004 (as amended) and any codes of conduct or practice made under Section 117(1) of the Central Bank Act 1989 of Ireland (as amended) and any applicable requirements of the MiFID Regulations or as imposed pursuant to the MiFID Regulations;

(b) otherwise than in conformity with the provision of the Market Abuse (Directive 2003/6/EC) Regulations 2005 of Ireland and any rules issued under Section 34 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland by the Irish Central Bank; and

(c) otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland and any rules issued under Section 51 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland by the Irish Central Bank, and that no Certificates will be sold with a maturity of less than 12 months except in full compliance with Notice BSD C 01/02 issued by the Irish Central Bank.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Certificates which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Certificates to the public in that Relevant Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Trustee for any such offer; or

(c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Certificates referred to above shall require the Trustee, Dar Al-Arkan or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision:

- the expression an **offer of Certificates to the public** in relation to any Certificates in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe for Certificates, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State;
- the expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State; and
- the expression **2010 PD Amending Directive** means Directive 2010/73/EU.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) in relation to any Certificates which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Certificates other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Certificates would otherwise constitute a contravention of section 19 of the FSMA by the Trustee;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Certificates in circumstances in which section 21(1) of the FSMA does not apply to the Trustee or Dar Al-Arkan; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Certificates in, from or otherwise involving the United Kingdom.

Cayman Islands

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make any offer or invitation to the public in the Cayman Islands to subscribe for any Certificates.

Japan

The Certificates have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Certificates, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

United Arab Emirates (excluding the Dubai International Financial Centre)

Each Dealer has represented and agreed, and each Dealer appointed under the Programme will be required to represent and agree, that the Certificates to be issued under the Programme have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities.

Dubai International Financial Centre

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Certificates to be issued under the Programme to any person in the Dubai International Financial Centre unless such offer is:

(a) an "Exempt Offer" in accordance with the Markets Rules of the Dubai Financial Services Authority (the **DFSA**); and

(b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.2 of the DFSA Conduct of Business Module.

Kingdom of Saudi Arabia

Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a **Saudi Investor**) who acquires Certificates pursuant to any offering should note that the offer of Certificates is a private placement under Article 10 or Article 11 of the "Offer of Securities Regulations" as issued by the Board of the Capital Market Authority resolution number 2-11-2004 dated 4 October 2004 and amended by the Board of the Capital Market Authority resolution number 1-28-2008 dated 18 August 2008 (the **KSA Regulations**). The

Certificates may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "sophisticated investors" under Article 10 of the KSA Regulations or by way of a limited offer under Article 11 of the KSA Regulations. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer of Certificates will comply with the KSA Regulations.

Each offer of Certificates shall not therefore constitute a "public offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 17 of the KSA Regulations. Any Saudi Investor who has acquired Certificates pursuant to a private placement under Article 10 and/or Article 11 of the KSA Regulations may not offer or sell those Certificates to any person unless the offer or sale is made through an authorised person appropriately licensed by the Saudi Arabian Capital Market Authority and (a) the Certificates are offered or sold to a Sophisticated Investor; (b) the price to be paid for the Certificates in any one transaction is equal to or exceeds SAR 1 million or an equivalent amount; or (c) the offer or sale is otherwise in compliance with Article 17 of the KSA Regulations.

Kingdom of Bahrain

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Certificates except on a private placement basis to persons in the Kingdom of Bahrain who are "accredited investors".

For this purpose, an **accredited investor** means:

(a) an individual holding financial assets (either singly or jointly with a spouse) of U.S.$1,000,000 or more;

(b) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.$1,000,000; or

(c) a government, supranational organisation, central bank or other national monetary authority or a state organisation whose main activity is to invest in financial instruments (such as a state pension fund).

Qatar (excluding the Qatar Financial Centre)

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, directly or indirectly, any Certificates in the State of Qatar, except (i) in compliance with all applicable laws and regulations of the State of Qatar; and (ii) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in the State of Qatar.

Singapore

This Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (the **SFA**). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and that it will not offer or sell any Certificates or cause such Certificates to be made the subject of an invitation for subscription or purchase, nor will it circulate or distribute this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Certificates, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor pursuant to Section 274 of the SFA, or (b) to a relevant person, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (c) pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Certificates other than (i) to persons whose ordinary business is to buy or sell shares or debentures (whether as principal or agent); or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the **SFO**) and any rules made under the SFO; or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, in each case whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Certificates, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to any Certificates which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Malaysia

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) this Base Prospectus has not been registered as a prospectus with the Securities Commission of Malaysia under the Capital Markets and Services Act 2007 of Malaysia (the **CMSA**). While a copy of this Base Prospectus will be deposited with the Securities Commission of Malaysia, the Securities Commission of Malaysia takes no responsibility for its content; and

(b) accordingly, the Certificates have not been and will not be offered, sold or delivered, and no invitation to subscribe for or purchase the Certificates has been or will be made, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons or in categories falling within Schedule 6 (or Section 229(1)(b)), Schedule 7 (or Section 230(1)(b)), and Schedule 8 (or Section 257(3)) of the CMSA, subject to any law, order, regulation or official directive of the Central Bank of Malaysia, the Securities Commission of Malaysia and/or any other regulatory authority from time to time.

Residents of Malaysia may be required to obtain relevant regulatory approvals including approval from the Controller of Foreign Exchange to purchase the Certificates. The onus is on the Malaysian residents concerned to obtain such regulatory approvals and none of the Dealers is responsible for any invitation, offer, sale or purchase of the Certificates as aforesaid without the necessary approvals being in place.

General

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will (to the best of its knowledge and belief) comply with all applicable securities laws, regulations and directives in force in any jurisdiction in which it purchases, offers, sells or delivers any Certificates or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Certificates under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Trustee, Dar Al-Arkan, the Investment Manager, the Delegate and any other Dealer shall have any responsibility therefor.

None of the Trustee, Dar Al-Arkan, the Investment Manager, the Delegate and any of the Dealers represents that Certificates may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating any such sale. Persons into whose possession this Base Prospectus or any Certificates may come must inform themselves about, and observe, any applicable restrictions on the distribution of this Base Prospectus and the offering and sale of Certificates.

With regard to each Series, the relevant Dealer will be required to comply with any additional restrictions agreed between the Trustee, Dar Al-Arkan and the relevant Dealer and set out in the relevant subscription agreement or dealer confirmation letter, as the case may be.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and the issue of Certificates have been duly authorised by a resolution of the Board of Directors of the Trustee dated 16 May 2013. The increase in the Programme limit to U.S.$1,200,000,000 and the issue of Certificates thereunder have been duly authorised by a resolution of the Board of Directors of the Trustee dated 13 November 2013. The Trustee has obtained all necessary consents, approvals and authorisations in the Cayman Islands in connection with the issue and performance of Certificates to be issued under the Programme and the execution and performance of the Transaction Documents to which it is a party. The entry into of the Transaction Documents to which it is a party relating to the establishment of the Programme has been duly authorised by a resolution of the Board of Directors of the Investment Manager dated 17 May 2013. The entry into of the Transaction Documents to which it is a party relating to the establishment of the Programme has been duly authorised by a resolution of the Board of Directors of Dar Al-Arkan dated 17 May 2013.

Listing

The admission of Certificates to the Official List will be expressed as a percentage of their nominal amount (excluding any due but unpaid Periodic Distribution Amounts). It is expected that each Series of Certificates which is to be admitted to the Official List and to trading on the Regulated Market will be admitted separately as and when issued, subject only to the issue of a Global Certificate initially representing the Certificates of such Series.

This Base Prospectus has been approved by the Irish Central Bank as competent authority under the Prospectus Directive. Such approval relates only to the Certificates which are to be admitted to trading on the Regulated Market or any other MiFID Regulated Markets or which are to be offered to the public in any Member State. The Irish Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application has been made to the Irish Stock Exchange for Certificates issued under the Programme during the 12 months from the date of this Base Prospectus to be admitted to listing on the Official List and admitted to trading on the Regulated Market. However, Certificates may be issued pursuant to the Programme which will not be listed on the Irish Stock Exchange or any other stock exchange or which will be listed on such stock exchange as the Trustee and the relevant Dealer may agree.

Documents Available

For the period of 12 months following the date of this Base Prospectus, physical copies of the following documents will, when published, be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the offices of the Trustee and at the offices of the Paying Agent for the time being in London:

(a) the Transaction Documents including each Supplemental Trust Deed and each Sukuk Contract in relation to each Series (save that any such documents relating to a Series which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Certificate and such holder must produce evidence satisfactory to the Trustee and the Principal Paying Agent as to its holding of the relevant Certificates and identity);

(b) the Memorandum and Articles of Association of the Trustee and the constitutional documents of Dar Al-Arkan;

(c) the consolidated audited financial statements of Dar Al-Arkan in respect of the two financial years ended 31 December 2012 and 31 December 2011 together with the audit reports prepared in connection therewith. Dar Al-Arkan currently prepares audited consolidated accounts on an annual basis. The Trustee is not required to, and does not intend to, publish any annual financial statements;

(d) the most recently published annual audited and unaudited condensed consolidated interim financial statements (if any) of Dar Al-Arkan, together with any audit or review reports prepared in connection therewith. Dar Al-Arkan currently prepares unaudited consolidated interim accounts on a quarterly basis. The Trustee is not required to, and does not intend to, publish any interim financial statements;

(e) this Base Prospectus; and

(f) any future offering circulars, prospectuses, information memoranda and supplements including Final Terms (save that a Final Terms relating to a Certificate which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Certificate and such holder must produce evidence satisfactory to the Trustee and the Principal Paying Agent as to its holding of the relevant Certificates and identity) to this Base Prospectus and any other documents incorporated herein or therein by reference.

Clearing Systems

The Certificates have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records).The appropriate Common Code and ISIN for each Series will be specified in the applicable Final Terms.

If the Certificates are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Third Party Information

Where information in this Base Prospectus has been sourced from third parties this information has been accurately reproduced, and as far as the Trustee and Dar Al-Arkan are aware and are able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading.

Significant or Material Change

There has been no significant change in the financial or trading position of the Trustee and no material adverse change in the financial position or prospects of the Trustee, in each case, since the date of its incorporation.

There has been no significant change in the financial or trading position of Dar Al-Arkan and its subsidiaries, taken as a whole, since 30 September 2013 and there has been no material adverse change in the financial position or prospects of Dar Al-Arkan and its subsidiaries, taken as a whole, since 31 December 2012.

Litigation

The Trustee is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Trustee is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Trustee.

Neither Dar Al-Arkan nor any of its subsidiaries has been involved in any governmental, legal or arbitration proceedings (including any such proceedings that are pending or threatened of which Dar Al-Arkan is aware) during the 12 months preceding the date of the Base Prospectus that may have or have in such period had a significant effect on the financial position or profitability of Dar Al-Arkan and/or its subsidiaries, respectively.

Auditors

The Trustee is not required by Cayman Islands law, and does not intend, to publish audited financial statements or appoint any auditors.

The auditors of Dar Al-Arkan are Deloitte, chartered accountants, who have audited Dar Al-Arkan's accounts, without qualification, in accordance with IFRS for each of the two financial years ended on 31 December 2012 and 31 December 2011. Deloitte is regulated in the Kingdom of Saudi Arabia by SOCPA and the Ministry of Commerce and Industry. Deloitte does not any material interest in Dar Al-Arkan.

Dealers transacting with Dar Al-Arkan

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, Dar Al-Arkan (and its affiliates) in the ordinary course of business for which they have received, and for which they may in the future receive, fees.

FINANCIAL INFORMATION

DAR AL ARKAN
REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS AND AUDITORS' LIMITED REVIEW REPORT FOR THE NINE-MONTH PERIOD ENDED 30 SEPTEMBER 2013

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS AND AUDITORS' LIMITED REVIEW REPORT FOR THE NINE-MONTH PERIOD ENDED 30 SEPTEMBER 2013

INDEX	PAGES

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AUDITORS' LIMITED REVIEW REPORT

To the management
Dar Al Arkan Real Estate Development Company
(A Saudi Joint Stock Company)
Riyadh – Kingdom of Saudi Arabia

Scope of Review

We have reviewed the accompanying interim condensed consolidated statement of financial position of Dar Al Arkan Real Estate Development Company (the "Company") and its subsidiaries (collectively referred to as "the Group") as at 30 September 2013, and the related interim condensed consolidated statements of comprehensive income, changes in shareholders' equity and cash flows and notes from (1) to (25) for the nine-month period then ended which forms an integral part of these financial statements. These interim condensed consolidated financial statements are the responsibility of the Company's management and have been prepared by them and presented to us with all the necessary information and explanation which we required.

We conducted our limited review in accordance with the interim financial reporting standard issued by the Saudi Organization for Certified Public Accountants ("SOCPA"). A limited review consists principally of applying analytical procedures to financial data and information and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with generally accepted auditing standards in the Kingdom of Saudi Arabia, the objective of which is expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Review Results

Based on our limited review, we are not aware of any material modifications that should be made to the accompanying interim condensed consolidated financial statements for them to be in conformity with International Accounting Standard No. 34.

Emphasis of a Matter

The accompanying interim condensed consolidated financial statements are prepared for the use and information of the management and issued in conformity with International Accounting Standards No. 34 and should not be considered as a replacement to the Company's statutory interim consolidated financial statements issued in accordance with Standard of Review of 'Interim Financial Reporting' issued by SOCPA.

Deloitte & Touche
Bakr Abulkhair & Co.

Bakr A. Abulkhair
License No. 101

04 Muharram 1435H
07 November 2013

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

INTERIM CONDENSED CONSOLIDATED STATEMENT OF FINANCIAL POSITION (UNAUDITED)
AS AT 30 SEPTEMBER 2013

	Notes	30 September 2013 (Unaudited) SR 000	31 December 2012 (Audited) SR 000
ASSETS			
Non-current assets			
Investment properties, net	5	**2,706,691**	2,737,060
Development properties	6	**15,449,456**	14,868,656
Property and equipment, net	7	**75,093**	77,674
Investments in associates	8	**747,407**	744,157
Other assets		**164**	264
Total non-current assets		**18,978,811**	18,427,811
Current assets			
Development properties	6	**943,074**	891,034
Trade receivables and others	9	**1,999,986**	2,125,673
Cash and cash equivalents		**1,821,644**	535,771
Total current assets		**4,764,704**	3,552,478
TOTAL ASSETS		**23,743,515**	21,980,289
LIABILITIES AND SHAREHOLDERS' EQUITY			
Non-current liabilities			
Long-term borrowings	10	**4,187,862**	3,289,359
End of service indemnities	12	**18,124**	16,575
Total non-current liabilities		**4,205,986**	3,305,934
Current liabilities			
Short-term borrowings	10	**1,439,313**	1,095,120
Trade payables and others	13	**665,910**	623,807
Current tax liabilities (Zakat)	14	**596,317**	644,069
Total current liabilities		**2,701,540**	2,362,996
Total liabilities		**6,907,526**	5,668,930
Shareholders' Equity			
Share capital	15	**10,800,000**	10,800,000
Statutory reserve		**816,768**	816,768
Retained earnings		**5,219,221**	4,694,591
Total shareholders' equity		**16,835,989**	16,311,359
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		**23,743,515**	21,980,289

The accompanying notes form an integral part of these interim condensed consolidated financial statements

INTERIM CONDENSED CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME (UNAUDITED)
FOR THE NINE-MONTH PERIOD ENDED 30 SEPTEMBER 2013

	Notes	2013 SR 000	2012 SR 000
Revenue		**2,238,241**	2,680,222
Cost of revenue		**(1,348,135)**	(1,595,341)
GROSS PROFIT	4	**890,106**	1,084,881
General, administrative, selling and marketing expenses		**(118,711)**	(106,537)
Depreciation		**(3,051)**	(16,526)
OPERATING PROFIT		**768,344**	961,818
Share of income from investment in associates	8 a	**3,250**	400
Finance costs	16	**(241,129)**	(189,738)
Other (expenses) / income, net		**7,765**	94,619
PROFIT BEFORE ZAKAT		**538,230**	867,099
Zakat expense	14 a	**(13,600)**	(22,600)
NET PROFIT FOR THE PERIOD		**524,630**	844,499
Other comprehensive income:			
Other comprehensive income for the period		**-**	-
Total comprehensive income for the period		**524,630**	844,499
Total comprehensive income attributable to:			
Dar Al Arkan shareholders		**524,630**	844,499
Earnings per share (in Saudi Riyals)			
Basic and diluted Earnings per share	17	**0.49**	0.78

The accompanying notes form an integral part of these interim condensed consolidated financial statements

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

INTERIM CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY (UNAUDITED)
FOR THE NINE-MONTH PERIOD ENDED 30 SEPTEMBER 2013

	Share capital	Statutory reserve	Retained earnings	Dar Al Arkan share-holders' equity	Non-Controlling interest	Total equity
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
2013						
Balance as at 1 January 2013	**10,800,000**	**816,768**	**4,694,591**	**16,311,359**	**-**	**16,311,359**
Net profit for the period	**-**	**-**	**524,630**	**524,630**	**-**	**524,630**
Other comprehensive income	**-**	**-**	**-**	**-**	**-**	**-**
Total comprehensive income for the period	**-**	**-**	**524,630**	**524,630**	**-**	**524,630**
Balance as at 30 September 2013	**10,800,000**	**816,768**	**5,219,221**	**16,835,989**	**-**	**16,835,989**
2012						
Balance as at 1 January 2012	10,800,000	716,768	3,806,054	15,322,822	264,741	15,587,563
Transferred/ de-consolidated			-	-	(264,741)	(264,741)
Net profit for the period	-	-	844,499	844,499	-	844,499
Other comprehensive income	-	-	-	-	-	-
Total comprehensive income for the period	-	-	844,499	844,499	-	844,499
Balance as at 30 September 2012	10,800,000	716,768	4,650,553	16,167,321	-	16,167,321

The accompanying notes form an integral part of these interim condensed consolidated financial statements

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

INTERIM CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS (UNAUDITED)
FOR THE NINE-MONTH PERIOD ENDED 30 SEPTEMBER 2013

	2013	2012
	SR 000	SR 000
OPERATING ACTIVITIES		
Profit before Zakat	**538,230**	867,099
Adjustment for:		
Depreciation	**37,039**	28,905
End of service indemnities	**2,673**	2,639
Finance costs	**241,129**	189,738
Gain on disposal of investment in associates	-	(56,700)
Share of profit from investment in associates	**(3,250)**	(400)
Operating cash flows before movements in working capital	**815,821**	1,031,281
Development properties	**(632,840)**	(1,036,228)
Trade receivables and others	**125,687**	(16,354)
Other assets	**100**	527
Trade payables and others	**42,103**	(83,216)
Cash from operations	**350,871**	(103,990)
Finance costs	**(222,405)**	(170,390)
Zakat paid	**(61,352)**	(5,056)
End-of-service indemnities paid	**(1,124)**	(1,336)
NET CASH FROM (USED IN) OPERATING ACTIVITIES	**65,990**	(280,772)
INVESTING ACTIVITIES		
Investment properties	**(3,619)**	(29,732)
Proceeds from disposal of investment in associates	-	1,001,700
Purchase of property and equipment	**(470)**	(384)
NET CASH (USED IN) FROM INVESTING ACTIVITIES	**(4,089)**	971,584
FINANCING ACTIVITIES		
Long term borrowings	**1,223,972**	(2,676,846)
NET CASH FROM/(USED IN) FINANCING ACTIVITIES	**1,223,972**	(2,676,846)
INCREASE IN CASH AND CASH EQUIVALENTS	**1,285,873**	(1,986,034)
CASH AND CASH EQUIVALENTS, BEGINNING OF THE PERIOD	**535,771**	2,505,774
CASH AND CASH EQUIVALENTS, END OF THE PERIOD	**1,821,644**	519,740
Non-cash transactions related to deconsolidation of a subsidiary (Note 8)		
Development properties	-	**599,584**
Investment in associates	-	**(525,547)**
Non-controlling Interests	-	**(264,741)**
Trade payables and others (due to related parties note 19b)	-	**190,704**

The accompanying notes form an integral part of these interim consolidated financial statements

1. GENERAL INFORMATION

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY (the "Company"), is a Saudi Joint Stock Company established under the Company Laws & Regulations of The Kingdom of Saudi Arabia. The Company is registered in Riyadh under Commercial Registration No 1010160195 dated 16/04/1421H, corresponding to 18/07/2000 G. The Company is domiciled in The Kingdom of Saudi Arabia (K.S.A.) and its registered office address is P.O. Box No: 105633, Riyadh-11656, K.S.A.

The equity shares of the Company are listed with the security market of The Kingdom of Saudi Arabia.

The Company and its Subsidiaries are collectively called "the Group" and is predominantly engaged in the business of development, sale and leasing of real estate projects and associated activities. The Company manages its activities through subsidiaries established for each line of business. These Subsidiaries operate under their own commercial registration and are summarised below:

DAR AL-ARKAN PROPERTIES COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No. 1010254063, dated 25/7/1429 H (corresponding to 28/7/2008 G). It operates in development and acquisition of commercial and residential real estate. It provides management, operation and maintenance of residential and commercial buildings and public facilities.

DAR AL-ARKAN PROJECTS COMPANY – is a limited liability company, a wholly owned subsidiary, company registered in Riyadh under the Commercial Registration No. 1010247583, dated 28/3/1429 H (corresponding to 5/4/2008 G). It operates in general construction of residential and commercial buildings (construction, maintenance, demolition and restructuring).

DAR AL-ARKAN COMMERCIAL INVESTMENT COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010247585, dated 28/3/1429 H (corresponding to 5/4/2008 G). It operates in purchase and acquisition, lease of real estate investments.

DAR AL-ARKAN SUKUK COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010256421, dated 16/9/1429 H (corresponding to 16/9/2008 G). It operates in Real Estate investments and development.

SUKUK AL-ARKAN COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010274407, dated 11/10/1430 H (corresponding to 01/10/2009 G). It operates in development, maintenance and management of real estates, purchase of land and general contracting.

THAWABIT INVESTMENT COMPANY– is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010275449, dated 30/10/1430 H (corresponding to 19/10/2009 G). It operates in Real Estate investments and development.

DAR SUKUK INTERNATIONAL COMPANY – is a limited liability company, formerly known as Siyada investment Company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010275448, dated 30/10/1430 H (corresponding to 19/10/2009 G). It operates in Real Estate investments and development.

Dar Al-Arkan Real Estate Development Company wholly owns directly and indirectly the above mentioned subsidiaries.

The accompanying interim condensed consolidated financial statements include the assets, liabilities and the results of operations of the subsidiaries mentioned above.

Non-controlling Interest

The Group has invested in Khozam Real Estate Development Company; a majority owned subsidiary and maintained control of the operations and consolidated with its financial statements up to 31 March 2012. Subsequent to 31 March 2012 the Group parent signed a technical and management service agreement (TMSA) with Khozam Real Estate Development Company (KDC) for supervision and technical support for Khozam project. Since the powers to govern the financial or operating policies of KDC are jointly bestowed with KDC shareholders', the assets and liabilities of KDC has been deconsolidated and accounted as investment in associates under equity method, hence no non-controlling interest is recognised in these financials.

2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

2.1 BASIS OF PREPARATION

The interim condensed consolidated financial statements have been prepared in accordance with the International Financial Reporting Standards ("IFRS"), consistent with the Group's accounting policies with the exception of any changes to accounting policies as described below.

2.2 ADOPTION OF NEW AND REVISED STANDARDS AND INTERPRETATIONS

Standards and interpretations effective in the current period

In the current period, the Group has adopted all new Interpretations issued by the International Financial Reporting Interpretation Committee ("IFRIC") that are mandatory for adoption in the annual periods beginning on or after 1 January 2013. The adoption of these interpretations has not led to any changes in the Group's accounting policies or disclosures provided in the interim condensed consolidated financial statements.

Standards and interpretations in issue but not yet adopted

The following standards, amendments and interpretations were in issue at the date of authorisation of these financial statements, but not yet effective, and therefore were not applied in these interim condensed consolidated financial statements.

The impact of the adoption of these standards is currently being assessed; however the directors anticipate that the adoption of these standards, amendments and interpretations in future periods will not have a significant impact on the interim condensed consolidated financial statements of the Group.

- IAS 1 Amendments - Presentation of items of other comprehensive income
- IFRS 10 - Consolidated financial statements
- IFRS 11 - Joint arrangements
- IFRS 12 - Disclosure of interests in other entities
- IFRS 13 - Fair value measurement
- IAS 19 Revised 2011 - Employee benefits
- IAS 27 Revised 2011 - Separate financial statements
- IAS 28 Revised 2011 - Associates and joint ventures
- IFRS 7 Revised 2011 - Disclosures on offsetting financial assets and liabilities
- Amendments to the basis for conclusions on IAS 1,16, 32, and 34 (annual improvements 2011)

2.3 ACCOUNTING CONVENTION

The interim condensed consolidated financial statements have been prepared on the historical cost basis, as modified by the revaluation of certain financial instruments at fair value and investment in associates at equity method, the principal accounting policies are set out below.

2.4 BASIS OF CONSOLIDATION

The interim condensed consolidated financial statements of the Group incorporate the financial statements of the Company and enterprises controlled by the Company (its subsidiaries) made up to 30 September 2013.

Subsidiaries

Subsidiaries are entities that are controlled by the Group. The Group controls an entity when, it is exposed, or has rights, to variable returns from its involvement with the entity and has the ability to affect those returns through its power over that entity. Subsidiaries are fully consolidated from the effective date of acquisition or up to the effective date of disposal, as appropriate.

The purchase method of accounting is used to account for the acquisition of subsidiaries by the Group. The cost of an acquisition is measured as the fair value of the assets given, equity instruments issued and liabilities incurred or assumed at the date of exchange, plus costs directly attributable to the acquisition. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are initially measured at fair value at the acquisition date irrespective of the extent of any non-controlling interests. The interests of non-controlling shareholders are stated at the non-controlling proportion of the fair values of the assets and liabilities recognised. Subsequently, any losses applicable to the non-controlling interests in excess of the non-controlling interests are allocated against the interests of the parent.

The excess of cost of acquisition over the fair value of the Group's share of identifiable net assets acquired is recognised as goodwill. Any deficiency of the cost of acquisition below the fair value of identifiable net assets acquired (i.e. discount on acquisition) is recognised directly in the interim condensed consolidated statement of comprehensive income.

All intra-group transactions, balances, and unrealised gains on transactions between Group companies are eliminated on consolidation. Unrealised losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred.

Investments in associates

An associate is an entity over which the Group is in a position to exercise significant influence, but not control or joint control, through participation in the financial and operating policy decisions of the investee.

The results, assets and liabilities of associates are incorporated in these interim condensed consolidated financial statements using the equity method of accounting except when classified as held for sale. Investments in associates are carried in the interim consolidated financial position at cost as adjusted by the post-acquisition changes in the Group's share of the net assets of the associate, less any impairment in the value of individual investments. Losses of the associates in excess of the Group's interests in those associates are recognised only to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the associate.

When a partial sale of an associate result in losing significant influence over that associate, the remaining investment is measured at fair value on the date of sale and recognised as a financial asset. The difference between the attributable share of carrying amount for the retaining interest in that associate and its fair value is included in the determination of gain or loss of the disposal of the associates. In addition, the Group reclassifies the gains or losses from equity, previously recognised, in the comprehensive income to the profit and loss account.

Any excess of cost of acquisition over the Group's share of the fair values of identifiable net assets of the associate or joint venture at the date of acquisition is recognised as goodwill. The goodwill is included within the carrying amount of the investment and is assessed for impairment as part of that investment. Any deficiency of the cost of acquisition below the Group's share of the fair values of identifiable net assets of the associate or joint venture at the date of acquisition (i.e. discount on acquisition) is recognised in the interim condensed consolidated statement of comprehensive income.

Where a Group company transacts with an associate or joint venture of the Group, profits and losses are eliminated to the extent of the Group's interests in the relevant associate or joint venture. Losses may provide evidence of an impairment of the asset transferred in which case appropriate provision is made for impairment.

2.5 PROPERTY AND EQUIPMENT

Property and equipment are stated at cost less accumulated depreciation and any recognised impairment loss. Depreciation is charged so as to write off the cost less estimated residual value of assets, other than land, over their estimated useful lives, using the straight-line method, on the following basis:

Buildings	3%
Leasehold improvements	5% - 20%
Vehicles	25%
Machinery and tools	20%
Office equipment	20% - 25%

The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in the interim condensed consolidated statement of comprehensive income.

At each date of preparation of the interim condensed consolidated financial statements, the Group reviews the carrying amounts of its tangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. Where the asset does not generate cash flows that are independent from other assets, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised as an expense immediately.

2.6 INVESTMENT PROPERTIES

Investment properties, which are properties held to earn rentals and/or for capital appreciation, are stated at cost less accumulated depreciation and any recognised impairment loss. Depreciation is charged so as to write off the cost less estimated residual value of assets, other than land and properties under construction, over their estimated useful lives, using the straight-line method, on the following basis:

Buildings	3%

Gains or losses arising from the retirement or disposal of investment properties being the difference between the net disposal proceeds and carrying value are included in the interim condensed consolidated statement of comprehensive income for the period of the retirement/disposal except those that relate to sale and leaseback arrangements.

2.7 DEVELOPMENT PROPERTIES

Development properties principally comprise completed projects (including properties held for sale and developed land held for sale) and projects under development (including property projects under construction, land projects under development and land waiting for development). Projects under development include those properties in progress of development or waiting for development to commence.

All development properties are accounted for at the lower of cost and net realisable value. Cost comprises direct material cost, direct labour costs, borrowing costs and those overheads that have been incurred in bringing the development properties to their present location and condition. Cost is calculated using the average method. Net realisable value represents the estimated selling price less all estimated costs to completion and selling costs to be incurred.

The operating cycle of development properties is such that the majority of development properties will not be realised within 12 months. These have been split between non-current and current development properties.

2.8 IMPAIRMENT OF TANGIBLE ASSETS

At the date of each interim condensed consolidated statement of financial position, the Group reviews the carrying amounts of its tangible assets for any indication that those assets have suffered impairment losses. When such an indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. Recoverable amount is the higher of fair value less costs to sell and value in use. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised in the interim condensed consolidated statement of comprehensive income.

2.9 ISLAMIC BORROWING COSTS

Islamic borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. All other borrowing costs are recognised in finance costs in the interim condensed consolidated statement of comprehensive income in the period in which they are incurred.

2.10 FINANCIAL INSTRUMENTS

Financial assets and financial liabilities are recognised on the Group's interim condensed consolidated statement of financial position when the Group has become a party to the contractual provisions of the instrument.

Trade receivables
Trade receivables are classified as loans and receivables and are initially recognised at fair value. They are subsequently measured at their amortised cost using the effective interest rate method less any provision for impairment. A provision for impairment is made where there is objective evidence, including customers with financial difficulties or in default on payments, that amounts will not be recovered in accordance with original terms of the agreement. A provision for impairment is established when the carrying value of the receivable exceeds the present value of the future cash flow discounted using the original effective commission rate. The carrying value of the receivable is reduced through the use of an allowance account and any impairment loss is recognised in the interim condensed consolidated statement of comprehensive income.

Cash and cash equivalents
Cash and cash equivalents comprise cash in hand and at bank and other short-term deposits held by the Group with original maturities of less than three months.

Financial liabilities

Financial liabilities include Islamic Sukuk and Islamic Murabaha and are classified according to the substance of the respective contractual arrangement and are initially measured at their fair value, net of transaction costs. Financial liabilities are subsequently carried at their amortised cost, with commission cost being recognised on an effective yield basis in the interim condensed consolidated statement of comprehensive income over the term of the instrument.

Trade payables

Trade payables are initially recognised at fair value and subsequently at amortised cost using the effective interest rate method.

Islamic variable financial instruments

The Group initially recognises Islamic variable financial instruments as either a financial asset or a financial liability, at fair value, and subsequently re-measured to their fair value at the end of each reporting period. The accounting for changes in the fair value of an Islamic variable financial instrument depends on the intended use and the resulting designation of the Islamic variable financial instrument. The resulting gain or loss is recognised in the interim condensed consolidated statement of comprehensive income immediately, unless the Islamic variable financial instrument is designated and effective as a hedging instrument, in which event the timing of the recognition in profit or loss depends on the nature of the hedge relationship.

For an Islamic variable financial instrument designated as a fair value hedge, the gain or loss is recognised in the interim condensed consolidated statement of comprehensive income in the period of change together with the offsetting loss or gain on the hedged item attributed to the risk being hedged. Hedge accounting is discontinued when the Group revokes the hedging relationship, when the hedging instrument expires or is sold, terminated, or exercised, or when it no longer qualifies for hedge accounting. The fair value adjustment to the carrying amount of the hedged item arising from the hedged risk is amortised to profit or loss from that date.

2.11 REVENUE RECOGNITION

Revenue mainly represents the sale of development properties and rental activities. Revenue for sale of development properties is recognised to the extent that it is probable that economic benefits will flow to the Group and significant risks and rewards of ownership have been transferred to the buyer, which is assessed to be at the time of legal completion of the sale or unconditional exchange. Revenue is measured at the fair value of consideration received. With respect to rental income, the Group recognises revenue on a straight line basis over the lease term.

2.12 ZAKAT TAXATION

Zakat is calculated pursuant to Zakat Regulation in the Kingdom of Saudi Arabia and recognised in the interim condensed consolidated statement of comprehensive income in each period. The provision is based on an estimate of Zakat that is adjusted in the financial period in which the final assessment of Zakat is issued. Any change in the estimate resulting from the final assessment is recognised in that period.

2.13 FOREIGN CURRENCIES

Transactions in currencies other than Saudi Riyals, the presentational and functional currency of each subsidiary within the Group, are recorded at the rates of exchange prevailing on the dates of the transactions. At the date of each interim condensed consolidated statement of financial position, monetary assets and liabilities that are denominated in foreign currencies are retranslated at the rates prevailing at that date Non-monetary assets and liabilities carried at fair value, that are denominated in foreign currencies, are translated at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated. The resulting exchange gains or losses are recognised in the interim condensed consolidated statement of comprehensive income.

2.14 STATUTORY RESERVE

According to the article (176) of the Companies' Regulation, the Group is required to retain 10% of net income in the statutory reserve. The Group may stop the transfers when this reserve reaches 50% of the share capital. This reserve is not available for dividend distribution.

2.15 RETIREMENT BENEFIT COSTS

The Group makes contributions in line with the General Organisation for Social Insurance Regulations and are calculated as a percentage of employees' wages. Payments made to state-managed retirement benefit schemes are dealt with as payments to defined contribution plans where the Group's obligations under the schemes are equivalent to those arising in a defined contribution retirement benefit plan. Payments made to defined contribution retirement benefit plans are charged as an expense as they fall due.

2.16 LEASING

Rentals payable under operating leases are charged to the interim condensed consolidated statement of comprehensive income on a straight-line basis over the term of the relevant lease.

3 CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

Estimates and judgments are continually evaluated and are based on historical experience, internal controls, advice from external experts and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

The Group makes estimates and assumptions concerning the future. The resulting accounting judgments will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial periods are discussed below:

Revenue Recognition
The Group recognises revenue on its development properties when significant risks and rewards of ownership transfer to the buyer, which is assessed to be at the time of legal completion of the sale or unconditional exchange.

With respect to land projects, the Group receives an initial non-refundable deposit with the balance being paid on a deferred basis, which typically does not exceed three months. The Group recognises the full amount of the consideration at the time the sale contract is signed.

With respect to residential and commercial projects, The Group typically receives an initial deposit on the signature of the sales contract and a final payment on delivery of the units. Revenue from the sale of these properties is only recognized when the completed property is delivered to the purchaser.

With respect to rental income, the Group recognises revenue on a straight line basis over the lease term.

Recognition of cost of sales
The Group has developments which typically contain a number of individual projects within each development. In order to determine cost of sales related to properties or units sold during the period, management must estimate and to average the costs of the entire development, including infrastructure costs and overall construction costs. These costs must then be allocated to each project within the development and each unit within a project. These estimates are reviewed regularly on a profit per project basis and revised as necessary. Any significant change in these estimates may result in additional costs being recorded in future periods related to revenue recognised in a prior period.

Classification of properties
The Group's properties are classified as either development properties or investment properties. Management has made various judgments to determine whether a property qualifies as an investment property (properties held to earn rentals and/or for capital appreciation) or as a development property that comprises properties held for sale, developed land held for sale, property projects under construction, land projects under development and land awaiting development. In making its judgment, management considers its intended use of property. When management assess that certain investment properties will be disposed off, their carrying cost will be transferred to development properties as long as they are under development and not generating revenues. Further, at each reporting date management categorises individual projects as long term or short term depending on its estimated completion date. If a completion date is expected to be within a year of the interim condensed consolidated statement of financial position date, the project is classified as current.

Investment Properties
Investment properties are the interests in land and/or buildings that are held for their investment potential for generating lease revenues and/or capital appreciation or both. These are not used for generating sales revenues through normal business operations. The investment properties are initially recognised at cost and the cost of an acquisition is measured at fair value of the assets acquired / transferred. All developments costs directly attributable to the properties are capitalized to derive the total cost. Current carrying cost represents total cost for under construction properties and for the completed properties it is total cost less accumulated depreciation. During the construction phase the management does not believe the fair values are reliably determinable, however the group encourages independent valuation for the completed properties, to assess their fair value, wherever appropriate and reliable. Any sustained depletion in the fair value of a property compared to its current cost is recognised as impairment loss in the interim condensed consolidated statement of comprehensive income.

Carrying value of development properties
The Group's principal activity is currently the development and sale of land and the development and sale of residential and commercial property. Due to the nature of this activity, much of the development is speculative in nature. Accordingly, the interim condensed consolidated statement of financial position at 30 September 2013 reflects current assets that are not covered by forward sales contracts.

The Group assesses the net realisable value of its investment properties and its development properties at each reporting date. This assessment is based on a profit per project basis and compares the carrying and future costs to the expected selling price per unit based on historical activities. As a result of this process, there have been no instances where the estimated net realisable value of the site was less than its current carrying value within the interim condensed consolidated statement of financial position. A change of these estimates in the future could have an impact on the valuation of the development properties.

4. REPORTING SEGMENTS

Management has organised the Group into three segments. Management develops its strategic planning and business model around these segments that consist of:

- Projects – the development of basic infrastructure on undeveloped land ("Land Projects") and the development of residential and commercial projects and the sale of units on such projects ("Residential and Commercial Projects").
- Investments – the investment in companies that Management believes are complementary to the Group's real estate development operations.
- Properties – management of properties that the Group has retained as rental properties including commercial and residential units on its Master-Planned Communities.

The Group does not allocate share of profits of associates, general administration, selling and marketing costs including directors' salaries, finance costs, other income and Zakat expense to its segments. Substantially all of segment operating activity (including revenue and costs) for the nine-month period ended 30 September 2013 and 2012 was generated from the Projects segment and as a result there is no breakout provided of revenue and segment profit by segment. The accounting policies of the reportable segments are the same as the Group's accounting policies described in Note 2.

The Group operates exclusively in Saudi Arabia and all its revenues are derived from its portfolio of properties which the Group manages.

Major products
The revenue and gross margin from sales of land, sales of residential and commercial projects and leasing of properties are presented below:

	Nine-month period ended	
	30 September 2013 (Unaudited)	30 September 2012 (Unaudited)
	SR 000	SR 000
REVENUES		
Sales of residential properties	**459**	21,747
Sales of land	**2,157,439**	2,631,435
Leasing of properties	**80,343**	27,040
Total	**2,238,241**	2,680,222
COST OF SALES		
Residential properties	**363**	18,151
Land	**1,313,784**	1,564,811
Leasing of properties	**33,988**	12,379
Total	**1,348,135**	1,595,341
GROSS PROFIT		
Residential properties	**96**	3,596
Land	**843,655**	1,066,624
Leasing of properties	**46,355**	14,661
Total	**890,106**	1,084,881

5. INVESTMENT PROPERTIES, NET

	Nine-month period ended 30 September 2013 (Unaudited) SR 000	Year ended 31 December 2012 (Audited) SR 000
COST		
At beginning of the period/year	2,784,469	2,763,626
Additions during the period/year	3,619	15,575
Capitalisation of borrowing costs	-	5,268
At end of the period/year	2,788,088	2,784,469
ACCUMULATED DEPRECIATION		
At beginning of the period/year	47,409	10,273
Charge during the period/year	33,988	37,136
At end of the period/year	81,397	47,409
CARRYING AMOUNT AT THE END OF THE PERIOD/YEAR	2,706,691	2,737,060

6. DEVELOPMENT PROPERTIES

	Nine-month period ended 30 September 2013 (Unaudited) SR 000	Year ended 31 December 2012 (Audited) SR 000
Property projects under development	2,992,803	3,214,085
Developed land	1,931,614	2,124,441
Land projects under development	10,525,039	9,530,130
Non-current assets	15,449,456	14,868,656
Property projects under development	46,339	46,702
Developed land	896,735	844,332
Current assets	943,074	891,034
Total development properties	16,392,530	15,759,690

Included within Land projects under development is land worth SR 4.8 billion (31 December 2012: SR 5.61 billion), which represents the Group's share of co-ownership with third parties according to the contracts of land development.

During the period the Group's management and directors conducted an internal review and valuation of the real estate portfolio consisting of investment properties and development properties which resulted in a fair value amounting to SR 29.2 billion (December 31, 2012: SR 28.3 billion) for a total cost of SR 19.10 billion (December 31, 2012: SR 18.5 billion). The management believes that the resultant uplift on the book value is realistic indication of the fair value of the properties of the Group.

The movement in development properties during the nine-month period ended 30 September 2013 and the year ended 31 December 2012 is as follows:

Non-current assets	Property projects under development	Developed land	Land projects under development	Total
	SR 000	SR 000	SR 000	SR 000
Nine-month period ended 30 September 2013				
Balance at 1 January 2013	**3,214,085**	**2,124,441**	**9,530,130**	**14,868,656**
Additions	**27,603**	**38,187**	**1,762,238**	**1,828,028**
Capitalisation of borrowing costs	**65,760**	**-**	**-**	**65,760**
Disposals	**(314,645)**	**(231,014)**	**(767,329)**	**(1,312,988)**
Balance at 30 September 2013	**2,992,803**	**1,931,614**	**10,525,039**	**15,449,456**
Year ended 31 December 2012				
Balance at 1 January 2012	3,868,580	759,757	9,061,280	13,689,617
Additions	2,520	73,901	2,300,848	2,377,269
Capitalisation of borrowing costs	141,897	-	-	141,897
Transfers	42,764	1,290,783	(642,348)	691,199
Disposals	(841,676)	-	(1,189,650)	(2,031,326)
Balance at 31 December 2012	3,214,085	2,124,441	9,530,130	14,868,656

Current assets	Property projects under development	Developed land	Total
	SR 000	SR 000	SR 000
Nine-month period ended 30 September 2013			
Balance at 1 January 2013	**46,702**	**844,332**	**891,034**
Additions	**-**	**53,199**	**53,199**
Disposals	**(363)**	**(796)**	**(1,159)**
Balance at 30 September 2013	**46,339**	**896,735**	**943,074**
Year ended 31 December 2012			
Balance at 1 January 2012	64,469	2,106,603	2,171,072
Additions	3,259	118,202	121,461
Transfers	-	(1,290,783)	(1,290,783)
Disposals	(21,026)	(89,690)	(110,716)
Balance at 31 December 2012	46,702	844,332	891,034

7. PROPERTY AND EQUIPMENT, NET

Nine-month period ended 30 September 2013 (Unaudited)	Land and buildings	Leasehold improvement	Vehicles	Machinery and tools	Office equipment	Total
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
COST						
At 1 January 2013	109,145	19,037	9,250	13,536	39,411	190,379
Additions	-	-	-	-	470	470
At 30 September 2013	109,145	19,037	9,250	13,536	39,881	190,849
ACCUMULATED DEPRECIATION						
At 1 January 2013	33,075	18,866	9,184	13,404	38,176	112,705
Depreciation for the period	2,262	82	64	29	614	3,051
At 30 September 2013	35,337	18,948	9,248	13,433	38,790	115,756
CARRYING AMOUNT AT 30 September 2013	73,808	89	2	103	1,091	75,093

Year ended 31 December 2012 (Audited)	Land and buildings	Leasehold improvements	Vehicles	Machinery and tools	Office equipment	Total
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
COST						
At 1 January 2012	109,145	19,037	9,250	13,404	39,088	189,924
Additions	-	-	-	132	323	455
At 31 December 2012	109,145	19,037	9,250	13,536	39,411	190,379
ACCUMULATED DEPRECIATION						
At 1 January 2012	30,059	18,570	9,040	13,268	36,383	107,320
Charge for the year	3,016	296	144	136	1,793	5,385
At 31 December 2012	33,075	18,866	9,184	13,404	38,176	112,705
CARRYING AMOUNT AT 31 December 2012	76,070	171	66	132	1,235	77,674

8. INVESTMENTS IN ASSOCIATES

Investment in associates represents investments in share of companies, where the Group exercises significant influence. The shares of these companies are not publicly traded. The Group's ownership in these privately owned companies ranges from 15% to 51%. For entities where the investment is less than 20%, management believes that it is able to exert significant influence due to its involvement at board level. Movement in investments in associates is as follows:

a. ***Investments in associates***:

	Nine-month period ended 30 September 2013 (Unaudited)	Year ended 31 December 2012 (Audited)
	SR 000	SR 000
Investments, beginning of period/year	**744,157**	1,162,760
Transfer on deconsolidation during the period/year	-	525,547
Sold during the period/year	-	(945,000)
Share of profit during the period/year	**3,250**	850
Investments, end of period/year	**747,407**	744,157

b. Summarised details of holding in respect of the Group's associates is set out below:

Name of the entity	Amount invested	% of Holding
	SR 000	
Saudi Home Loans	**120,000**	**15%**
Alkhair Capital Saudi Arabia	**102,000**	**34%**
Khozam Real Estate Development Company	**525,547**	**51%**
Accumulated share of losses	**(140)**	
Balance, end of the period	**747,407**	

c. ***Summarised financial information in respect of the Group's associates is set out below:***

	Nine-month period ended 30 September 2013 (Unaudited)	Year ended 31 December 2012 (Audited)
	SR 000	SR 000
Total assets	**4,040,842**	3,130,861
Total liabilities	**(2,285,362)**	(1,427,922)
Net assets	**1,755,480**	1,702,939
Group's share of net assets of associates	**495,998**	492,178
Total revenue for the period/year	**103,077**	115,228
Total profit for the period/year	**49,377**	45,304
Group's share of profit for the period/year	**3,250**	850

Details of transactions with associates are disclosed under note 19 "Related Party Transactions" of these interim condensed consolidated financial statements.

9. TRADE RECEIVABLES AND OTHERS

	Nine-month period ended 30 September 2013 (Unaudited)	Year ended 31 December 2012 (Audited)
	SR 000	SR 000
Trade receivables – net provision for doubtful debts (SR 4.48 million in 2013 and 2012)	**1,693,150**	1,492,749
Trade receivables – related party (note 19a)	**143**	143
Advance payments to purchase land	**235,375**	563,270
Prepayments and others	**71,318**	69,511
	1,999,986	2,125,673

The fair value of financial assets included above approximates the carrying amount. The maximum credit taken for sales is less than 90 days, which also represents the maximum ageing of trade receivables. No penalties are charged for delayed payments.

10. LONG-TERM BORROWINGS

	Nine -month period ended 30 September 2013 (Unaudited)	Year ended 31 December 2012 (Audited)
	SR 000	SR 000
Islamic Sukuk	**4,125,000**	2,437,500
Islamic Murabaha	**1,579,199**	2,002,941
	5,704,199	4,440,441
Less: Un-amortised transaction costs (note 10 b)	**(77,024)**	(55,962)
Borrowings end of the period/year	**5,627,175**	4,384,479
Less: Short-term borrowings	**(1,439,313)**	(1,095,120)
Long-term borrowings	**4,187,862**	3,289,359

a. Repayable as follows:

	Nine-month period ended 30 September 2013 (Unaudited)	Year ended 31 December 2012 (Audited)
	SR 000	SR 000
Within one year	**1,452,370**	1,107,369
In the second year	**2,256,061**	1,233,800
In the third to fifth years inclusive	**1,995,768**	2,099,272
	5,704,199	4,440,441

b. Islamic borrowings transaction costs:

	Nine-month period ended 30 September 2013 (Unaudited)	Year ended 31 December 2012 (Audited)
	SR 000	SR 000
Balance, beginning of the period/year	**55,962**	55,367
Additions during the period/ year	**43,718**	46,742
Capitalisation during the period/year	**(3,932)**	(12,666)
Amortisation charge for the period/year	**(18,724)**	(33,481)
Balance, end of the period/year	**77,024**	55,962

c. Analysis of borrowings:

Islamic Sukuk

This represents SR 4.13 billion of Islamic Sukuk comprising:

1) SR 1.69 billion (USD 450 million) of Islamic Sukuk carried in the books of the Group, issued by Dar International Sukuk Company II at 10.75% and maturing in 2015.

2) SR 1.69 billion (USD 450 million) of Islamic Sukuk carried in the books of the Group, issued by Dar Al-Arkan Sukuk Company Ltd. at 5.75% and maturing in 2018.

3) SR 750 million of Islamic Sukuk issued by the Group maturing in 2014.

The first two of the above listed Islamic Sukuk's are denoted in US dollars. Since the Saudi Arabian Riyal is limited to fluctuations in the US Dollar there is no exposure to foreign exchange risk. The investment profit is payable to the Saudi SPV, through which the Sukuk was issued, by the sale of properties owned by the Group. The beneficiary rights of these properties are with Dar Al Arkan Real Estate Development Company and its subsidiaries with the rights to buy back the ownership of these properties upon the full repayment of the Sukuk. The Group has issued a corporate guarantee to the Sukuk holders. This facility has index based commission rate swap arrangements which effectively reduce the fixed rate commission (Note 11).

The Sukuk agreements include financial covenants, which the Group was in compliance with as at 30 September 2013.

Islamic Murabaha

This represents the bilateral Murabaha facilities from local and international commercial banks, secured against certain real estate properties, in the form of Islamic Murabaha, letters of guarantee and letters of credit. These facilities comprise of long- term and short- term tenures ranging from 6 months to 4 years with various repayment schedules like annual roll revolvers, bullet payments and instalment repayments ranging from monthly, quarterly and half yearly as detailed below.

Summary of the Murabahas:

Maturity date	Outstanding Balance SR 000	Short-term SR 000	Long-term SR 000
2014	167,143	167,143	-
2015	843,931	377,727	466,204
2016	568,125	157,500	410,625
	1,579,199	702,370	876,829

The total weighted average effective annual commission rate for the period ended 30 September 2013 is 7.4% (31 December 2012: 6.7%)

The facility agreements include certain financial covenants, which the Group was in compliance with as at 30 September 2013.

11. COMMISSION RATE SWAP

The Group, through a shari'ah compliant arrangement, agreed to exchange fixed rate commission liability with floating rate commission amounts, calculated on agreed notional principal amounts. In July 2012, the Group has replaced its existing commission rate swap with two new index linked swap facilities for a notional amount of SR 843.75 million (US$ 225 million) each, maturing on 18 February 2015 whereby the counter party banks shall periodically calculate the floating commission rate based on their respective and designated index performance for the period and settle the differential amounts, if any, with respect to the original fixed rate of the commission applicable for the securities at semi-annual basis. The index performance is capped at 10.75% and 12.55% respectively for this index linked swap facilities. The Group uses the following hierarchy for determining and disclosing the fair value of financial instruments;

- Level 1: Quoted prices in active markets for the same instrument (i.e., without modification or additions);
- Level 2: Quoted prices in active markets for similar assets and liabilities or other valuation techniques for which all significant inputs are based on observable market data and
- Level 3: Valuation techniques for which any significant input is not based on observable market data.

The cumulative fair value of this agreement, arrived at using level 2 inputs, which does not qualify for hedge accounting in accordance with generally accepted accounting standards amounted to SR (17.61) million (USD (4.7) million) (31 December 2012: SR 10.03 million (USD2.67 million). The change in the fair value during the period amounting to SR 27.64 million (USD 7.37 million) has been recognised as other expenses in the interim condensed consolidated statement of comprehensive income (SR 36.26 million (USD 9.67 million) for the nine-month period ended 30 September 2012).

12. END OF SERVICE INDEMNITIES

The total cost charged to the interim condensed consolidated statement of comprehensive income for the nine month period to 30 September 2013 was SR 2.67 million (30 September 2012: SR 2.64 million).

13. TRADE PAYABLES AND OTHERS

	Nine-month period ended 30 September 2013 (Unaudited) SR 000	Year ended 31 December 2012 (Audited) SR 000
Trade payables	**299,391**	256,133
Due to related parties (note 19b)	**196,135**	198,101
Accruals and other liabilities	**134,631**	133,546
Unpaid dividend	**35,753**	36,027
	665,910	623,807

Trade payables and others principally comprise amounts outstanding for trade purchases and ongoing costs. The average credit period taken for trade purchases is 30 days (31 December 2012: 30 days).

The fair value of financial liabilities included above approximates the carrying amount.

14. CURRENT TAX LIABILITIES (ZAKAT)

a) ***The movement in provision for Zakat is as follows*:**

	Nine-month period ended 30 September 2013 (Unaudited) SR 000	Year ended 31 December 2012 (Audited) SR 000
Balance beginning of the period/year	**644,069**	623,685
Estimated Zakat for the period/year	**13,600**	25,430
Payment made during the period/year	**(61,352)**	(5,046)
Estimated Zakat provision, end of the period/ year	**596,317**	644,069

b) The Company has received the assessments from DZIT for the years 2003 to 2009 and has filed an objection for the years 2008 and 2009 which is still under the review of DZIT. The Company has not received DZIT assessment for year 2010 and 2011. The filing of the consolidated zakat return for year 2012 is currently under process.

15. SHARE CAPITAL

	Nine-month period ended 30 September 2013 (Unaudited) SR 000	Year ended 31 December 2012 (Audited) SR 000
Authorised:		
1,080,000,000 ordinary shares of SR 10 each (31 December 2012: 1,080,000,000)	**10,800,000**	10,800,000
Issued and fully paid shares of SR 10 each		
At the start of the period/year	**10,800,000**	10,800,000
At the end of the period/year	**10,800,000**	10,800,000

The Group has one class of ordinary shares which carry no right to fixed income.

16. FINANCE COSTS

	Nine-month period ended	
	30 September 2013 (Unaudited) SR 000	30 September 2012 (Unaudited) SR 000
Charges on Sukuk	**136,749**	119,736
Charges on Islamic Murabaha	**85,656**	50,654
Amortisation of finance costs	**18,724**	19,348
	241,129	189,738

During the nine-month period ended 30 September 2013 the Group had annual weighted average capitalisation effective rate of 3.59% (30 September 2012: 3.80%).

17. EARNINGS PER SHARE

The calculation of the basic and diluted earnings per share is based on the following data:

	Nine-month period ended	
	30 September 2013 (Unaudited) SR 000	30 September 2012 (Unaudited) SR 000
Earnings		
For the purpose of basic earnings per share (Net profit for the period)	**524,630**	844,499
Number of shares	Number	Number
Weighted average number of ordinary shares For the purposes of basic earnings per share	**1,080,000,000**	1,080,000,000

There is no dilution of ordinary shares and as such the basic and diluted earnings per share calculation are consistent.

18. OPERATING LEASE ARRANGEMENTS

The minimum lease payments under non-cancellable operating lease rentals are as follows:

	Nine-month period ended 30 September 2013 (Unaudited) SR 000	Year ended 31 December 2012 (Audited) SR 000
Amounts due:		
Within one year	**272**	593
Between one and five years	**647**	920
After five years	**217**	167
	1,136	1,680

19. RELATED PARTY TRANSACTIONS

The significant transactions with related parties and the related amounts are as follows:

a) Due from related parties

During the period, the Group sold residential homes to individuals who sought financing from Saudi Home Loans, which is an associate to the Group. In these instances, Saudi Home Loans pays the consideration in respect of the residential property sale to the Group on behalf of the individual. There is no recourse to the Group if such lending by Saudi Home Loans results in non performing receivables. The details of the transactions, included in trade receivable (refer note # 9) are as follows:

	Nine -month period ended 30 September 2013 (Unaudited) SR 000	Year ended 31 December 2012 (Audited) SR 000
Balance, beginning of the period/year	**143**	143
Sales during the period/year	-	11,054
Commission during the period/year	-	(13)
Collection during the period/year	-	(11,041)
Balance, end of the period/year	**143**	143

b) Due to related parties

The Khozam Real Estate Development Company (KDC) management requested to invest excess cash balance of KDC with the group at a nominal profit. The details of the transactions, included in trade payable and other (refer note # 13) are as follows:

	Nine-month period ended	Year ended
	30 September 2013 (Unaudited)	31 December 2012 (Audited)
	SR 000	SR 000
Balance, beginning of the period/year	198,101	-
Balance transferred as on 1 April 2012	-	205,425
Expenses/assets	-	(84)
Repayment of advances	(3,436)	(8,710)
Profit charged	1,470	1,470
Balance, end of the period/year	196,135	198,101

c) Other related party transactions

The Group engaged Bank Alkhair B.S.C, an affiliate entity to the Group, to provide general financial advisory, Shariah' compliance advises and management support for the recent international sukuk. The details of the transactions, included in trade payable under trade payable and others (refer note # 13) are as follows:

	Nine-month period ended	Year ended
	30 September 2013 (Unaudited)	31 December 2012 (Audited)
	SR 000	SR 000
Balance, beginning of the period	-	-
Fees & expenses charged for the period	3,864	-
Amount paid	(3,750)	-
Balance, end of the period	114	-

For the nine-month period ended 30 September 2013 and the year ended 31 December 2012, no transactions are entered into with entities that have common Board Members or Shareholders to the Group.

In addition, the Group entered into certain other transactions with related parties that did not have a significant impact on the financial position or comprehensive income of the Group.

See also note 8.

20. RETIREMENT BENEFIT PLANS

The Group makes payments to defined contribution retirement benefit plans in the form of the General Organisation of Social Insurance that are charged as an expense as they fall due. Payments are made on the basis of a percentage of qualifying salary for certain employees to this state-managed scheme.

The total cost charged to the interim condensed consolidated statement of comprehensive income for the nine-month period ended 30 September 2013 was SR 2.67 million (30 September 2012: SR 2.64 million), and the outstanding contribution as at 30 September 2013 is SR 142 thousand (30 September 2012: SR 174 thousand).

21. CAPITAL MANAGEMENT

The Group manages its capital to ensure that entities in the Group will be able to continue as a going concern while maximising the return to its parent company through optimisation of debt and equity balances. The Group's overall strategy remains unchanged from 2007, when the Group diversified its sources of funding and issued two medium term Sukuks ranging from 3-5 years. Considering the track record of timely repayment of the first two sukuks and the group expertise developed over the past five years to access international markets for shariah' compliant funding, the management continue to maintain its relationship with the capital markets and monitor the markets for future issuance. The Group adhere to international best practices in corporate governance and consider the capital market transactions to create additional shareholders value.

The capital structure of the Group consists of net debt, which includes the borrowings disclosed in cash and cash equivalents and equity, comprising share capital, statutory reserve, and retained earnings. The Group is not subject to any externally imposed capital requirements.

Gearing ratio

The Group consistently monitors its gearing ratio, to ensure compliance with external covenant requirements.

22. FINANCIAL RISK MANAGEMENT

The Group's principal financial liabilities are mainly comprised of Islamic Murabaha (term and annual revolving) facilities taken from banks, issue of Islamic Sukuk, trade payable and other payables to contractors and suppliers. The paramount objectives of these financial instruments are to raise the funding base for various projects as well as for the working capital requirement of the Group.

The Group also has financial assets in the form of bank deposits, cash in hand, due from related parties and trade and other receivables, which are integral and directly derived out of its regular business. On the reporting date the Group has not entered into any non Islamic financial variable instrument contracts by way of currency hedging, commission rate swap agreements or similar instruments.

The Group's financial operations are subject to the following risks:

1. Credit Risk
2. Commission Rate Risk
3. Liquidity Risk
4. Foreign Currency Risk
5. Islamic financial variable instrument

Credit Risk

The Credit Risk can be defined as a loss of value of an asset as a result of a failure by a customer or a counter party to such commercially valid and legally enforceable contract to comply with its obligations.

The general sales policy of the Group is "No Credit" terms, but in some cases there are enhanced payment schedules or staggered payment request by selected customers which have been accommodated. In such cases the Group has an exposure of credit risk with respect to the amount due from those customers. However, in such cases the Group holds back the final delivery or possession of the property to mitigate the risk until the full amount due is paid to the satisfaction of the contract. The monitoring and follow up of balances is completed regularly and as a result the Group's exposure to losses is limited.

With respect to the credit risk exposure of other financial assets, namely, due from related parties, bank deposits and other receivables, the maximum credit risk of the Group is limited to their carrying values, in case there is a failure of the other party to meet its obligation.

As of the reporting date, the Group does not have significant credit risk concentration with any single party or a group.

Commission Rate Risk

Commission Rate Risk is associated with a change in the commission rate available when renegotiating financial instruments that are influenced by the current global financial market conditions. The Group is exposed to commission rate risk with respect to its floating commission covenants agreed for its long term Sukuk borrowings and other Islamic Murabaha (revolving credit) facilities obtained from local banks.

The short term revolving borrowings' rates are renegotiated at every renewal proposal to achieve the best possible commission rate to reflect the given financial credentials and related risk perception of the Group.

The Group has a specific shariah' complaint commission rate swap contract to manage its commission rate risk. The Group's international borrowing commission rates are primarily based on LIBOR and its local borrowings are based on SAIBOR. Hence the commission exposure of the Group is variable according to the changes in the LIBOR & SAIBOR.

The commission rate sensitivity analysis is performed based on the commission rate exposure of the Group for floating rate liabilities outstanding at the end of the interim condensed consolidated statement of financial position date. The calculations are done on floating commission rates assuming the liabilities outstanding for a whole year as at the interim condensed consolidated statement of financial position date.

During the period under review the average rate of 3 months LIBOR varied between 0.27% and 0.24% (0.46 % and 0.36 % for 2012) and SAIBOR varied between 0.97% and 0.95% (0.96% and 0.93 % for 2012).

The sensitivity of commission variance on the Group's external borrowings which affects the interim condensed consolidated financial statements of the Group is shown below:

	Nine-month period ended 30 September 2013 (Unaudited)	**Year ended 31 December 2012 (Audited)**
	SR 000	**SR 000**
+ 25 basis points	**14,260**	11,101
- 25 basis points	**(14,260)**	(11,101)

The net profit of the Group for the reported period would have been affected by the above amount as a result of such changes in floating commission rates. Due to the capitalisation of borrowing costs directly attributed to projects in progress, there would be timing differences on such an impact to the Group's current profit and loss account and the current impact would be limited to around 30%, as historically, the management capitalises approximately 30% of borrowing costs to projects in progress as explained in note 2.9.

Liquidity Risk

Liquidity Risk can result from a difficulty to meet the financial commitments and obligations of the Group as per the agreed terms and covenants.

To mitigate the liquidity risk and associated losses of business and brand value opportunities; the Group, where possible, keeps sufficient liquid assets in all business conditions. The Group refrains from funding its long term capital requirements through short term borrowings and related party current account transactions. Currently the long term projects are funded from long term or revolving borrowings only. The Group also has a dynamic cash flow assessment policy and system by which it can estimate and plan the maturities as well as required resources to meet such obligations.

The total weighted average effective annual commission rate for the period ended 30 September 2013 is 7.4% (31 December 2012: 6.7%).

See notes 10 and 13 for further details.

Foreign Currency Risk
Foreign Currency Risk is associated with the change in the value of the carrying value in the functional currency due to the variation of the underlying foreign currency obligation or right by way of transaction or translation reasons. The functional currency of the Group is the Saudi Riyal that is pegged against the US Dollar with a fixed exchange rate of 3.75 Saudi Riyals per US Dollar. Since transactions, other than US Dollars, are negligible; the Group does not assume any significant foreign currency risk.

Islamic financial variable Instruments Risk
As part of its asset and liability management, the Group uses Islamic finance variable instruments- for hedging its exposure to commission rate and cash flow risks. This is generally achieved by hedging specific transactions. The Group uses Islamic finance variable instruments primarily to manage exposures to foreign currency and commission rate risks. The Group's principal objective in holding Islamic finance variable instruments is to reduce the cash outflows associated with changes in foreign currency and fixed commission rates. The Group's Islamic finance variable instruments are exposed to credit risk to the extent of that counterparty's inability to meet the contractual obligations. The Group mitigates such risks by dealing with major financial institutions as its counterparties. The group Management does not expect any material losses or risk from the default of counterparties as the potential risk of such defaults is periodically monitored.

23. COMMITMENTS

To complete the long term construction and development of investment and development properties, the Group have committed to a number of contractual arrangements and agreements. Such contracts are cancellable at the Group's discretion with no penalties. The estimated uncompleted contracts outstanding as at 30 September 2013 amounts to SR 85 million (31 December 2012: SR 107 million).

These commitments are expected to be settled within the duration of the projects in progress and shall be funded through prospective property sales and external borrowings, if necessary.

24. CONTINGENCIES

During the normal course of business there are general litigations and legal claims. Management takes legal advice as to the likelihood of success of claims and no provision is made when the action is unlikely to succeed.

At 30 September 2013, there were no significant claims notified (31 December 2012: None).

25. INTERIM RESULTS

The results of operations for the interim periods may not be a fair indication of the results of the full year operations of the Group

DAR AL ARKAN
REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT FOR THE YEAR ENDED 31 DECEMBER 2012

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT
FOR THE YEAR ENDED 31 DECEMBER 2012

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Dar Al Arkan Real Estate Development Company
(A Saudi Joint Stock Company)
Riyadh – Kingdom Of Saudi Arabia

We have audited the accompanying consolidated financial statements of Dar Al Arkan Real Estate Development Company (A Saudi joint stock company) and its subsidiaries (the "Group"), which comprise the consolidated statement of financial position as at December 31, 2012, and the consolidated statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Group as at December 31, 2012, and its financial performance and cash flows for the year then ended in accordance with International Financial Reporting Standards.

Emphasis of a Matter

This report is issued in conformity with International Financial Reporting Standards for management purposes and should not be considered as replacement to the Company's consolidated financial statements issued in accordance with Generally Accepted Accounting Principles in the Kingdom of Saudi Arabia.

Deloitte & Touche
Bakr Abulkhair & Co.

Ehsan A. Makhdoum
License No. 358

26 Safar 1434 H
08 January 2013

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS AT 31 DECEMBER 2012

	Notes	2012 SR 000	2011 SR 000
ASSETS			
Non-current assets			
Investment properties, net	5	**2,737,060**	2,753,353
Development properties	6	**14,868,656**	13,689,617
Property and equipment, net	7	**77,674**	82,604
Investments in associates	8	**744,157**	1,162,760
Other assets		**264**	967
Total non-current assets		**18,427,811**	17,689,301
Current assets			
Development properties	6	**891,034**	2,171,072
Trade receivables and others	9	**2,125,673**	1,734,612
Cash and cash equivalents		**535,771**	2,505,774
Total current assets		**3,552,478**	6,411,458
TOTAL ASSETS		**21,980,289**	24,100,759
LIABILITIES AND EQUITY			
Non-current liabilities			
Long-term borrowings	10	**3,289,359**	2,757,756
End of service indemnities	12	**16,575**	14,158
Total non-current liabilities		**3,305,934**	2,771,914
Current liabilities			
Short-term borrowings	10	**1,095,120**	4,634,380
Trade payables and others	13	**623,807**	483,217
Current tax liabilities (Zakat)	14	**644,069**	623,685
Total current liabilities		**2,362,996**	5,741,282
Total liabilities		**5,668,930**	8,513,196
Equity			
Share capital	15	**10,800,000**	10,800,000
Statutory reserve		**816,768**	716,768
Retained earnings		**4,694,591**	3,806,054
Equity attributable to Dar Al Arkan shareholders		**16,311,359**	15,322,822
Non-controlling interests from Group subsidiaries		**-**	264,741
Total equity		**16,311,359**	15,587,563
TOTAL LIABILITIES AND EQUITY		**21,980,289**	24,100,759

The accompanying notes form an integral part of these consolidated financial statements

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 31 DECEMBER 2012

	Notes	2012 SR 000	2011 SR 000
Revenue		**3,557,072**	3,312,510
Cost of sales		**(2,163,366)**	(1,943,497)
GROSS PROFIT	4	**1,393,706**	1,369,013
General, administrative, selling and marketing expenses		**(154,601)**	(91,793)
Depreciation		**(21,197)**	(8,510)
OPERATING PROFIT		**1,217,908**	1,268,710
Share of income from investment in associates	8 a	**850**	400
Finance costs	16	**(297,567)**	(231,100)
Other income, net		**92,776**	99,299
PROFIT BEFORE ZAKAT		**1,013,967**	1,137,309
Zakat expense	14 a	**(25,430)**	(49,374)
NET PROFIT FOR THE YEAR		**988,537**	1,087,935
Attributable to:			
Dar Al Arkan shareholders		**988,537**	1,087,935
Non-controlling interests from Group subsidiaries		-	-
		988,537	1,087,935
Earnings per share (in Saudi Riyals)			
Basic and diluted	17	**0.92**	1.01

The accompanying notes form an integral part of these consolidated financial statements

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 DECEMBER 2012

	Share capital	Statutory reserve	Retained earnings	Dar Al Arkan share-holders' equity	Non-Controlling interest	Total equity
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
Balance as at 1 January 2011	**10,800,000**	**607,768**	**2,827,119**	**14,234,887**	**264,741**	**14,499,628**
Net profit for the year	-	-	1,087,935	1,087,935	-	1,087,935
Transfer to statutory reserve	-	109,000	(109,000)	-	-	-
Balance as at 31 December 2011	**10,800,000**	**716,768**	**3,806,054**	**15,322,822**	**264,741**	**15,587,563**
Transferred/ De-consolidated	-	-	-	-	**(264,741)**	**(264,741)**
Net profit for the year	-	-	**988,537**	**988,537**	-	**988,537**
Transfer to statutory reserve	-	**100,000**	**(100,000)**	-	-	-
Balance as at 31 December 2012	**10,800,000**	**816,768**	**4,694,591**	**16,311,359**	-	**16,311,359**

The accompanying notes form an integral part of these consolidated financial statements

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 31 DECEMBER 2012

	2012	2011
	SR 000	SR 000
OPERATING ACTIVITIES		
Profit before Zakat	**1,013,967**	1,137,309
Adjustment for:		
Depreciation	**42,521**	14,287
End of service indemnities	**3,252**	3,876
Finance costs	**297,567**	231,100
Gain on disposal of property and equipment	-	(290)
Gain on disposal of investment in associates	**(56,700)**	-
Share of profit from investment in associates	**(850)**	(400)
Operating cash flows before movements in working capital	**1,299,757**	1,385,882
Development properties	**(498,585)**	905,275
Trade receivables and others	**(391,061)**	490,143
Other assets	**703**	949
Trade payables and others	**(50,114)**	(44,858)
Cash from operations	**360,700**	2,737,391
Finance costs	**(264,086)**	(212,809)
Zakat paid	**(5,046)**	(12,763)
End-of-service indemnities paid	**(835)**	(2,317)
NET CASH FROMOPERATING ACTIVITIES	**90,733**	2,509,502
INVESTING ACTIVITIES		
Investment properties	**(20,843)**	(844,803)
Investment in associates	**1,001,700**	-
Purchase of property and equipment	**(455)**	(124)
Proceeds from disposal of property and equipment	-	326
NET CASH FROM (USED IN) INVESTING ACTIVITIES	**980,402**	(844,601)
FINANCING ACTIVITIES		
Islamic borrowings	**(3,041,138)**	(347,640)
NET CASH USED IN FINANCING ACTIVITIES	**(3,041,138)**	(347,640)
(DECREASE) / INCREASE IN CASH AND CASH EQUIVALENTS	**(1,970,003)**	1,317,261
CASH AND CASH EQUIVALENTS, BEGINNING OF THE YEAR	**2,505,774**	1,188,513
CASH AND CASH EQUIVALENTS, END OF THE YEAR	**535,771**	2,505,774
Non-cash transactions related to deconsolidation of a subsidiary (Note 8)		
Development properties	**599,584**	-
Investment in associates	**(525,547)**	-
Non-controlling Interests	**(264,741)**	-
Trade payables and others (due to related parties note 19b)	**190,704**	-

The accompanying notes form an integral part of these consolidated financial statements

1. GENERAL INFORMATION

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY is an Islamic Shar'iah compliant Joint Stock Company established under the Company Laws & Regulations of The Kingdom of Saudi Arabia. The Company is registered in Riyadh under Commercial Registration No 1010160195 dated 16/04/1421H, corresponding to 18/07/2000 G. The Company is domiciled in The Kingdom of Saudi Arabia (K.S.A.) and its registered office address is P.O. Box No: 105633, Riyadh-11656, K.S.A.

The equity shares of the Company are listed with the security market of The Kingdom of Saudi Arabia.

The Company and its Subsidiaries are collectively called "the Group" and is predominantly engaged in the business of development, sale and leasing of real estate projects and associated activities. The Company manages its activities through subsidiaries established for each line of business. These Subsidiaries operate under their own commercial registration and are summarised below:

DAR AL-ARKAN PROPERTIES COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No. 1010254063, dated 25/7/1429 H (corresponding to 28/7/2008 G). It operates in development and acquisition of commercial and residential real estate. It provides management, operation and maintenance of residential and commercial buildings and public facilities.

DAR AL-ARKAN PROJECTS COMPANY – is a limited liability company, a wholly owned subsidiary, company registered in Riyadh under the Commercial Registration No. 1010247583, dated 28/3/1429 H (corresponding to 5/4/2008 G). It operates in general construction of residential and commercial buildings (construction, maintenance, demolition and restructuring).

DAR AL-ARKAN COMMERCIAL INVESTMENT COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010247585, dated 28/3/1429 H (corresponding to 5/4/2008 G). It operates in purchase and acquisition, lease of real estate investments.

DAR AL-ARKAN SUKUK COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010256421, dated 16/9/1429 H (corresponding to 16/9/2008 G). It operates in Real Estate investments and development.

SUKUK AL-ARKAN COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010274407, dated 11/10/1430 H (corresponding to 01/10/2009 G). It operates in development, maintenance and management of real estates, purchase of land and general contracting.

THAWABIT INVESTMENT – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010275449, dated 30/10/1430 H (corresponding to 19/10/2009 G). It operates in Real Estate investments and development.

SIYADA INVESTMENT COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010275448, dated 30/10/1430 H (corresponding to 19/10/2009 G). It operates in Real Estate investments and development.

Dar Al-Arkan Real Estate Development Company wholly owns directly and indirectly the above mentioned subsidiaries.

The accompanying consolidated financial statements include the assets, liabilities and the results of operations of the subsidiaries mentioned above.

Non-controlling Interest

The Group has invested in Khozam Real Estate Development Company; a majority owned subsidiary and maintained control of the operations and consolidated with its financial statements up to 31 March 2012.Subsequent to 31 March 2012 the Group parent signed a technical and management service agreement (TMSA) with Khozam Real Estate Development Company (KDC) for supervision and technical support for Khozam project. Since the powers to govern the financial or operating policies of KDC are jointly bestowed with KDC shareholders', the assets and liabilities of KDC has been deconsolidated and accounted as investment in associates under equity method, hence no non-controlling interest is recognised in these financials.

2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

2.1 BASIS OF PREPARATION

The consolidated financial statements have been prepared in accordance with the International Financial Reporting Standards ("IFRS"), consistent with the Group's accounting policies with the exception of any changes to accounting policies as described below.

2.2 ADOPTION OF NEW AND REVISED STANDARDS AND INTERPRETATIONS

Standards and interpretations effective in the current year

In the current year, the Group has adopted all new Interpretations issued by the International Financial Reporting Interpretation Committee ("IFRIC") that are mandatory for adoption in the annual periods beginning on or after 1 January 2012. The adoption of these interpretations has not led to any changes in the Group's accounting policies or disclosures provided in the consolidated financial statements.

Standards and interpretations in issue but not yet adopted

The following standards, amendments and interpretations were in issue at the date of authorisation of these financial statements, but not yet effective, and therefore were not applied in these consolidated financial statements.

The impact of the adoption of these standards is currently being assessed; however the directors anticipate that the adoption of these standards, amendments and interpretations in future periods will not have a significant impact on the consolidated financial statements of the Group.

	Effective for annual periods beginning on or after
IFRS 9, 'Financial instruments – classification and measurement of financial assets and accounting for financial liabilities and de-recognition	1 January 2015
IFRS 10, 'Consolidated Financial Statements'	1 January 2013
IFRS 11, 'Joint Arrangements'	1 January 2013
IFRS 12, 'Disclosure of Interests in Other Entities'	1 January 2013
IFRS 13, 'Fair Value Measurement'	1 January 2013
IAS 1, 'Presentation of Financial Statements' - 'Amendments to revise the way other comprehensive income is presented	1 January 2013
IAS 28, Investment in associates and joint ventures (as amended in 2011)	1 January 2013
IFRS 7, ' Financial instruments: Disclosure- amendment about offsetting of financial assets and financial liabilities	1 January 2013

2.3 ACCOUNTING CONVENTION

The consolidated financial statements have been prepared on the historical cost basis, as modified by the revaluation of certain financial instruments at fair value and investment in associates at equity method, the principal accounting policies are set out below.

2.4 BASIS OF CONSOLIDATION

The consolidated financial statements of the Group incorporate the financial statements of the Company and enterprises controlled by the Company (its subsidiaries) made up to 31 December 2012.

Subsidiaries
Subsidiaries are entities over which the Group has the power to govern the financial and operating policies to obtain economic benefit to the Group. Subsidiaries are fully consolidated from the effective date of acquisition or up to the effective date of disposal, as appropriate.

The purchase method of accounting is used to account for the acquisition of subsidiaries by the Group. The cost of an acquisition is measured as the fair value of the assets given, equity instruments issued and liabilities incurred or assumed at the date of exchange, plus costs directly attributable to the acquisition. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are initially measured at fair value at the acquisition date irrespective of the extent of any non-controlling interests. The interests of non-controlling shareholders are stated at the non-controlling proportion of the fair values of the assets and liabilities recognised. Subsequently, any losses applicable to the non-controlling interests in excess of the non-controlling interests are allocated against the interests of the parent.

The excess of cost of acquisition over the fair value of the Group's share of identifiable net assets acquired is recognised as goodwill. Any deficiency of the cost of acquisition below the fair value of identifiable net assets acquired (i.e. discount on acquisition) is recognised directly in the consolidated statement of comprehensive income.

All intra-group transactions, balances, and unrealised gains on transactions between Group companies are eliminated on consolidation. Unrealised losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred.

Investments in associates
An associate is an entity over which the Group is in a position to exercise significant influence, but not control or joint control, through participation in the financial and operating policy decisions of the investee.

The results, assets and liabilities of associates are incorporated in these consolidated financial statements using the equity method of accounting except when classified as held for sale. Investments in associates are carried in the consolidated financial position at cost as adjusted by the post-acquisition changes in the Group's share of the net assets of the associate, less any impairment in the value of individual investments. Losses of the associates in excess of the Group's interests in those associates are recognised only to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the associate.

When a partial sale of an associate results in losing significant influence over that associate, the remaining investment is measured at fair value on the date of sale and recognised as a financial asset. The difference between the attributable share of carrying amount for the retaining interest in that associate and its fair value is included in the determination of gain or loss of the disposal of the associates. In addition, the Group reclassifies the gains or losses from equity, previously recognised, in the comprehensive income to the profit and loss account.

Any excess of cost of acquisition over the Group's share of the fair values of identifiable net assets of the associate or joint venture at the date of acquisition is recognised as goodwill. The goodwill is included within the carrying amount of the investment and is assessed for impairment as part of that investment. Any deficiency of the cost of acquisition below the Group's share of the fair values of identifiable net assets of the associate or joint venture at the date of acquisition (i.e. discount on acquisition) is recognised in the consolidated statement of comprehensive income. Where a Group company transacts with an associate or joint venture of the Group, profits and losses are eliminated to the extent of the Group's interests in the relevant associate or joint venture. Losses may provide evidence of an impairment of the asset transferred in which case appropriate provision is made for impairment.

2.5 PROPERTY AND EQUIPMENT

Property and equipment are stated at cost less accumulated depreciation and any recognised impairment loss. Depreciation is charged so as to write off the cost less estimated residual value of assets, other than land, over their estimated useful lives, using the straight-line method, on the following basis:

Buildings	3%
Leasehold improvements	5% - 20%
Vehicles	25%
Machinery and tools	20%
Office equipment	20% - 25%

The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in the consolidated statement of comprehensive income.

At each date of preparation of the consolidated financial statements, the Group reviews the carrying amounts of its tangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. Where the asset does not generate cash flows that are independent from other assets, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised as an expense immediately.

2.6 INVESTMENT PROPERTIES

Investment properties, which are properties held to earn rentals and/or for capital appreciation, are stated at cost less accumulated depreciation and any recognised impairment loss. Depreciation is charged so as to write off the cost less estimated residual value of assets, other than land and properties under construction, over their estimated useful lives, using the straight-line method, on the following basis:

Buildings	3%

Gains or losses arising from the retirement or disposal of investment properties being the difference between the net disposal proceeds and carrying value are included in the consolidated statement of comprehensive income for the year of the retirement/disposal except those that relate to sale and leaseback arrangements.

2.7 DEVELOPMENT PROPERTIES

Development properties principally comprise completed projects (including properties held for sale and developed land held for sale) and projects under development (including property projects under construction, land projects under development and land waiting for development). Projects under development include those properties in progress of development or waiting for development to commence.

All development properties are accounted for at the lower of cost and net realisable value. Cost comprises direct material cost, direct labour costs, borrowing costs and those overheads that have been incurred in bringing the development properties to their present location and condition. Cost is calculated using the average method. Net realisable value represents the estimated selling price less all estimated costs to completion and selling costs to be incurred.

The operating cycle of development properties is such that the majority of development properties will not be realised within 12 months. These have been split between non-current and current development properties.

2.8 IMPAIRMENT OF TANGIBLE ASSETS

At the date of each consolidated statement of financial position, the Group reviews the carrying amounts of its tangible assets for any indication that those assets have suffered impairment losses. When such an indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. Recoverable amount is the higher of fair value less costs to sell and value in use. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised in the consolidated statement of comprehensive income.

2.9 ISLAMIC BORROWING COSTS

Islamic borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. All other borrowing costs are recognised in finance costs in the consolidated statement of comprehensive income in the year in which they are incurred.

2.10 FINANCIAL INSTRUMENTS

Financial assets and financial liabilities are recognised on the Group's consolidated statement of financial position when the Group has become a party to the contractual provisions of the instrument.

Trade receivables
Trade receivables are classified as loans and receivables and are initially recognised at fair value. They are subsequently measured at their amortised cost using the effective interest rate method less any provision for impairment. A provision for impairment is made where there is objective evidence, including customers with financial difficulties or in default on payments, that amounts will not be recovered in accordance with original terms of the agreement. A provision for impairment is established when the carrying value of the receivable exceeds the present value of the future cash flow discounted using the original effective commission rate. The carrying value of the receivable is reduced through the use of an allowance account and any impairment loss is recognised in the consolidated statement of comprehensive income.

Cash and cash equivalents
Cash and cash equivalents comprise cash in hand and at bank and other short-term deposits held by the Group with original maturities of less than three months.

Financial liabilities
Financial liabilities include Islamic Sukuk and Islamic Murabaha and are classified according to the substance of the respective contractual arrangement and are initially measured at their fair value, net of transaction costs. Financial liabilities are subsequently carried at their amortised cost, with commission cost being recognised on an effective yield basis in the consolidated statement of comprehensive income over the term of the instrument.

Trade payables
Trade payables are initially recognised at fair value and subsequently at amortised cost using the effective interest rate method.

Islamic variable financial instruments
The Group initially recognises Islamic variable financial instruments as either a financial asset or a financial liability, at fair value, and subsequently re-measured to their fair value at the end of each reporting year. The accounting for changes in the fair value of an Islamic variable financial instrument depends on the intended use and the resulting designation of the Islamic variable financial instrument. The resulting gain or loss is recognised in the consolidated statement of comprehensive income immediately, unless the Islamic variable financial instrument is designated and effective as a hedging instrument, in which event the timing of the recognition in profit or loss depends on the nature of the hedge relationship.

For an Islamic variable financial instrument designated as a fair value hedge, the gain or loss is recognised in the consolidated statement of comprehensive income in the year of change together with the offsetting loss or gain on the hedged item attributed to the risk being hedged. Hedge accounting is discontinued when the Group revokes the hedging relationship, when the hedging instrument expires or is sold, terminated, or exercised, or when it no longer qualifies for hedge accounting. The fair value adjustment to the carrying amount of the hedged item arising from the hedged risk is amortised to profit or loss from that date.

2.11 REVENUE RECOGNITION

Revenue represents the sale of development properties. Revenue is recognised to the extent that it is probable that economic benefits will flow to the Group and significant risks and rewards of ownership have been transferred to the buyer, which is assessed to be at the time of legal completion of the sale or unconditional exchange. Revenue is measured at the fair value of consideration received. With respect to rental income, the Group recognises revenue on a straight line basis over the lease term.

2.12 ZAKAT TAXATION

Zakat is calculated pursuant to Zakat Regulation in the Kingdom of Saudi Arabia and recognised in the consolidated statement of comprehensive income in each year. The provision is based on an estimate of Zakat that is adjusted in the financial year in which the final assessment of Zakat is issued. Any change in the estimate resulting from the final assessment is recognised in that period.

2.13 FOREIGN CURRENCIES

Transactions in currencies other than Saudi Riyals, the presentational and functional currency of each subsidiary within the Group, are recorded at the rates of exchange prevailing on the dates of the transactions. At the date of each consolidated statement of financial position, monetary assets and liabilities that are denominated in foreign currencies are retranslated at the rates prevailing at that date Non-monetary assets and liabilities carried at fair value, that are denominated in foreign currencies, are translated at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.The resulting exchange gains or losses are recognised in the consolidated statement of comprehensive income.

2.14 STATUTORY RESERVE

According to the article (176) of the Companies' Regulation, the Group is required to retain 10% of net income in the statutory reserve. The Group may stop the transfers when this reserve reaches 50% of the share capital. This reserve is not available for dividend distribution.

2.15 END OF SERVICE INDEMNITIES

The Group provides end of service benefits to its employees in accordance with the labour law provisions of Saudi Arabia. The entitlement to these indemnities is based upon the employee's final salary, length of service and the completion of a minimum service period. The costs of these indemnities are accrued over the period of employment, based on the estimated ultimate payment.

2.16 RETIREMENT BENEFIT COSTS

The Group makes contributions in line with the General Organisation for Social Insurance Regulations and are calculated as a percentage of employees' wages. Payments made to state-managed retirement benefit schemes are dealt with as payments to defined contribution plans where the Group's obligations under the schemes are equivalent to those arising in a defined contribution retirement benefit plan. Payments made to defined contribution retirement benefit plans are charged as an expense as they fall due.

2.17 LEASING

Rentals payable under operating leases are charged to the consolidated statement of comprehensive income on a straight-line basis over the term of the relevant lease.

3 CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

Estimates and judgments are continually evaluated and are based on historical experience, internal controls, advice from external experts and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

The Group makes estimates and assumptions concerning the future. The resulting accounting judgments will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial years are discussed below:

Revenue Recognition
The Group recognises revenue on its development properties when significant risks and rewards of ownership transfer to the buyer, which is assessed to be at the time of legal completion of the sale or unconditional exchange.

With respect to land projects, the Group receives an initial non-refundable deposit with the balance being paid on a deferred basis, which typically does not exceed three months. The Group recognises the full amount of the consideration at the time the sale contract is signed.

With respect to residential and commercial projects, The Group typically receives an initial deposit on the signature of the sales contract and a final payment on delivery of the units. Revenue from the sale of these properties is only recognized when the completed property is delivered to the purchaser.

With respect to rental income, the Group recognises revenue on a straight line basis over the lease term.

Recognition of cost of sales
The Group has developments which typically contain a number of individual projects within each development. In order to determine cost of sales related to properties or units sold during the year, management must estimate and to average the costs of the entire development, including infrastructure costs and overall construction costs. These costs must then be allocated to each project within the development and each unit within a project. These estimates are reviewed regularly on a profit per project basis and revised as necessary. Any significant change in these estimates may result in additional costs being recorded in future periods related to revenue recognised in a prior period.

Classification of properties
The Group's properties are classified as either development properties or investment properties. Management has made various judgments to determine whether a property qualifies as an investment property (properties held to earn rentals and/or for capital appreciation) or as a development property that comprises properties held for sale, developed land held for sale, property projects under construction, land projects under development and land awaiting development. In making its judgment, management considers its intended use of property. When management assess that certain investment properties will be disposed off, their carrying cost will be transferred to development properties as long as they are under development and not generating revenues. Further, at each reporting date management categorises individual projects as long term or short term depending on its estimated completion date. If a completion date is expected to be within a year of the consolidated statement of financial position date, the project is classified as current.

Investment Properties
Investment properties are the interests in land and/or buildings that are held for their investment potential for generating lease revenues and/or capital appreciation or both. These are not used for generating sales revenues through normal business operations. The investment properties are initially recognised at cost and the cost of an acquisition is measured at fair value of the assets acquired / transferred. All developments costs directly attributable to the properties are capitalized to derive the total cost. Current carrying cost represents total cost for under construction properties and for the completed properties it is total cost less accumulated depreciation. During the construction phase the management does not believe the fair values are reliably determinable, however the group encourages independent valuation for the completed properties, to assess their fair value, wherever appropriate and reliable. Any sustained depletion in the fair value of a property compared to its current cost is recognised as impairment loss in the consolidated statement of comprehensive income.

Carrying value of development properties
The Group's principal activity is currently the development and sale of land and the development and sale of residential and commercial property. Due to the nature of this activity, much of the development is speculative in nature. Accordingly, the consolidated statement of financial position at 31 December 2012 reflects current assets that are not covered by forward sales contracts.

The Group assesses the net realisable value of its investment properties and its development properties at each reporting date. This assessment is based on a profit per project basis and compares the carrying and future costs to the expected selling price per unit based on historical activities. As a result of this process, there have been no instances where the estimated net realisable value of the site was less than its current carrying value within the consolidated statement of financial position. A change of these estimates in the future could have an impact on the valuation of the development properties.

4. REPORTING SEGMENTS

Management has organised the Group into three segments. Management develops its strategic planning and business model around these segments that consist of:

- Projects – the development of basic infrastructure on undeveloped land ("Land Projects") and the development of residential and commercial projects and the sale of units on such projects ("Residential and Commercial Projects").
- Investments – the investment in companies that Management believes are complementary to the Group's real estate development operations.
- Properties – management of properties that the Group has retained as rental properties including commercial and residential units on its Master-Planned Communities.

The Group does not allocate share of profits of associates, general administration, selling and marketing costs including directors' salaries, finance costs, other income and Zakat expense to its segments. Substantially all of segment operating activity (including revenue and costs) for the year ended 31 December 2012 and 2011 was generated from the Projects segment and as a result there is no breakout provided of revenue and segment profit by segment. The accounting policies of the reportable segments are the same as the Group's accounting policies described in Note 2.

The Group operates exclusively in Saudi Arabia and all its revenues are derived from its portfolio of properties which the Group manages.

Major products
The revenue and gross margin from sales of land, sales of residential and commercial projects and leasing of properties are presented below:

	2012	**2011**
	SR 000	**SR 000**
REVENUES		
Sales of residential properties	**25,293**	77,346
Sales of land	**3,478,997**	3,220,167
Leasing of properties	**52,782**	14,997
Total	**3,557,072**	3,312,510
COST OF SALES		
Residential properties	**21,026**	64,470
Land	**2,121,016**	1,873,250
Leasing of properties	**21,324**	5,777
Total	**2,163,366**	1,943,497
GROSS PROFIT		
Residential properties	**4,266**	12,876
Land	**1,357,981**	1,346,917
Leasing of properties	**31,459**	9,220
Total	**1,393,706**	1,369,013

5. INVESTMENT PROPERTIES, NET

	2012	2011
	SR 000	SR 000
COST		
At beginning of the year	**2,763,626**	1,918,823
Additions	**15,575**	830,585
Capitalisation of borrowing costs	**5,268**	14,218
At end of the year	**2,784,469**	2,763,626
ACCUMULATED DEPRECIATION		
At beginning of the year	**10,273**	4,496
Charge during the year	**37,136**	5,777
At end of the year	**47,409**	10,273
CARRYING AMOUNT AT THE END OF THE YEAR	**2,737,060**	2,753,353

6. DEVELOPMENT PROPERTIES

	2012	2011
	SR 000	SR 000
Property projects under development	**3,214,085**	3,868,580
Developed land	**2,124,441**	759,757
Land projects under development	**9,530,130**	9,061,280
Non-current assets	**14,868,656**	13,689,617
Property projects under development	**46,702**	64,469
Developed land	**844,332**	2,106,603
Current assets	**891,034**	2,171,072
Total development properties	**15,753,690**	15,860,689

Included within Land projects under development is land worth SR 5.61 billion (31 December 2011: SR 5.08 billion), which represents the Group's share of co-ownership with third parties according to the contracts of land development.

During the year, in addition to regular internal review and valuation of real estate portfolio by its directors, the management also valued around 19% of its total real estate properties independently by leading valuation agencies. Both the valuations, internal and external, show a stable increase of fair value across the portfolio of properties over its previous year average uplift of 53%. The management believes that the resultant uplift on the book value signified by these valuations is realistic indication of the fair value of the properties of the Group. At this rate the total property portfolio of SAR 18.5 billion will have an extrapolated fair market value of SAR 28.3 billion.

The movement in development properties during the year ended 31 December 2012 and 2011 is as follows:

Non-current assets	Property projects under development	Developed land	Land projects under development	Total
	SR 000	SR 000	SR 000	SR 000
2012				
Balance at 1 January 2012	**3,868,580**	**759,757**	**9,061,280**	**13,689,617**
Additions	**2,520**	**73,901**	**2,300,848**	**2,377,269**
Capitalisation of borrowing costs	**141,897**	-	-	**141,897**
Transfers	**42,764**	**1,290,783**	**(642,348)**	**691,199**
Disposals	**(841,676)**	-	**(1,189,650)**	**(2,031,326)**
Balance at 31 December 2012	**3,214,085**	**2,124,441**	**9,530,130**	**14,868,656**
2011				
Balance at 1 January 2011	3,677,456	2,929,939	9,703,022	16,310,417
Additions	25,819	-	812,199	838,018
Capitalisation of borrowing costs	165,305	-	-	165,305
Transfers	-	(1,754,132)	-	(1,754,132)
Disposals	-	(416,050)	(1,453,941)	(1,869,991)
Balance at 31 December 2011	3,868,580	759,757	9,061,280	13,689,617

Current assets	Property projects under development	Developed land	Total
	SR 000	SR 000	SR 000
2012			
Balance at 1 January 2012	**64,469**	**2,106,603**	**2,171,072**
Additions	**3,259**	**118,202**	**121,461**
Transfers	-	**(1,290,783)**	**(1,290,783)**
Disposals	**(21,026)**	**(89,690)**	**(110,716)**
Balance at 31 December 2012	**46,702**	**844,332**	**891,034**
2011			
Balance at 1 January 2011	184,660	270,887	455,547
Additions	4,492	75,843	80,335
Transfers	(60,213)	1,763,132	1,702,919
Disposals	(64,470)	(3,259)	(67,729)
Balance at 31 December 2011	64,469	2,106,603	2,171,072

During April 2012, the Group parent signed a technical and management service agreement (TMSA) with Khozam Real Estate Development Company (KDC), a consolidated subsidiary of the Group, for supervision and technical support for Khozam project. Since the powers to govern the financial or operating policies of KDC are bestowed with Jeddah Development and Urban Regeneration Company, the assets and liabilities of KDC have been deconsolidated from the Group's financial statements and accounted for as investment in associates under equity method of accounting.

7. PROPERTY AND EQUIPMENT, NET

2012	Land and buildings	Leasehold improvement	Vehicles	Machinery and tools	Office equipment	Total
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
COST						
At 1 January 2012	109,145	19,037	9,250	13,404	39,088	189,924
Additions	-	-	-	132	323	455
At 31 December 2012	109,145	19,037	9,250	13,536	39,411	190,379
ACCUMULATED DEPRECIATION						
At 1 January 2012	30,059	18,570	9,040	13,268	36,383	107,320
Charge for the year	3,016	296	144	136	1,793	5,385
At 31 December 2012	33,075	18,866	9,184	13,404	38,176	112,705
CARRYING AMOUNT AT 31 DECEMBER 2012	76,070	171	66	132	1,235	77,674

2011	Land and buildings	Leasehold improvements	Vehicles	Machinery and tools	Office equipment	Total
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
COST						
At 1 January 2011	109,145	19,037	9,990	13,390	39,074	190,636
Additions	-	-	-	14	110	124
Disposals	-	-	(740)	-	(96)	(836)
At 31 December 2011	109,145	19,037	9,250	13,404	39,088	189,924
ACCUMULATED DEPRECIATION						
At 1 January 2011	27,042	18,070	9,904	11,152	33,442	99,610
Charge for the year	3,017	621	233	2,104	2,535	8,510
Adjustments	-	(121)	(357)	12	466	-
Disposals	-	-	(740)	-	(60)	(800)
At 31 December 2011	30,059	18,570	9,040	13,268	36,383	107,320
CARRYING AMOUNT AT 31 DECEMBER 2011	79,086	467	210	136	2,705	82,604

8. INVESTMENTS IN ASSOCIATES

Investment in associates represents investments in share of companies, where the Group exercises significant influence. The shares of these companies are not publicly traded. The Group's ownership in these privately owned companies ranges from 15% to 51%. For entities where the investment is less than 20%, management believes that it is able to exert significant influence due to its involvement at board level. The Group has invested 51% in Khozam Real Estate Development Company (KDC) and maintained control of the operations and consolidated KDC's financial statements with its financial statements up to 31 March 2012. Subsequent to 31 March 2012, the Group signed a Technical and Management Service Agreement (TMSA) with KDC for supervision and technical support for Khozam project. Since the power to govern the financial and operating policies of KDC are bestowed with Jeddah Development and Urban Regeneration Company, the assets and liabilities of KDC have been deconsolidated from the Group's financial statements and accounted for as investment in associates under equity method of accounting. Movement in investment in associates is as follows:

a. ***Investments in associates:***

	2012 SR 000	2011 SR 000
Investments, beginning of year	**1,162,760**	1,162,360
Transfer on deconsolidation during the year	**525,547**	-
Sold during the year	**(945,000)**	-
Share of profit during the year	**850**	400
Investments, end of year	**744,157**	1,162,760

b. ***Summarised details of holding in respect of the Group's associates is set out below:***

Name of the entity	**Amount invested** **SR 000**	**% of Holding**
Saudi Home Loans	**120,000**	**15%**
Alkhair Capital Saudi Arabia	**102,000**	**34%**
Khozam Real Estate Development Company	**525,547**	**51%**
Accumulated share of losses	**(3,390)**	
Balance, end of the year	**744,157**	

c. ***Summarised financial information in respect of the Group's associates is set out below:***

	2012 SR 000	2011 SR 000
Total assets	**3,130,861**	2,870,575
Total liabilities	**(1,427,922)**	(1,555,998)
Net assets	**1,702,939**	1,314,577
Group's share of net assets of associates	**492,178**	255,696
Total revenue	**115,228**	94,602
Total accumulated profit/(loss) for the year	**45,304**	29,326
Group's share of accumulated loss end of the year	**(3,390)**	(4,240)

Details of transactions with associates are disclosed under note 19 "Related Party Transactions" of these consolidated financial statements.

9. TRADE RECEIVABLES AND OTHERS

	2012	2011
	SR 000	SR 000
Trade receivables – net provision for doubtful debts (SR 4.48 million in 2012 and 2011)	**1,492,749**	1,227,708
Trade receivables – related party (note 19a)	**143**	143
Advance payments to purchase land	**563,270**	375,506
Prepayments and others	**69,511**	131,255
	2,125,673	1,734,612

The fair value of financial assets included above approximates the carrying amount. The maximum credit taken for sales is less than 90 days, which also represents the maximum ageing of trade receivables. No penalties are charged for delayed payments.

10. LONG-TERM BORROWINGS

	2012	2011
	SR 000	SR 000
Islamic Sukuk – International	**1,687,500**	5,437,500
Islamic Sukuk – Local	**750,000**	750,000
Islamic Murabaha	**2,002,941**	1,260,003
	4,440,441	7,447,503
Less: Un-amortised transaction costs (note 10 b)	**(55,962)**	(55,367)
Borrowings end of the year	**4,384,479**	7,392,136
Less: Short-term borrowings	**(1,095,120)**	(4,634,380)
Long-term borrowings	**3,289,359**	2,757,756

a. Repayable as follows:

	2012	2011
	SR 000	SR 000
Within one year	**1,107,369**	4,634,380
In the second year	**1,233,800**	187,143
In the third to fifth years inclusive	**2,099,272**	2,625,980
	4,440,441	7,447,503

b. Islamic borrowings transaction costs:

	2012	2011
	SR 000	SR 000
Balance, beginning of the year	**55,367**	91,217
Additions during the year	**46,742**	2,589
Capitalisation during the year	**(12,666)**	(20,148)
Amortisation charge for the year	**(33,481)**	(18,291)
Balance, end of the year	**55,962**	55,367

c. Analysis of borrowings:

Islamic Sukuk – International

This represents SR 1.69 billion (USD 450 million) of Islamic Sukuk carried in the books of the Group maturing in 2015. The beneficiary rights of the properties are with Dar Al Arkan Real Estate Development Company and its subsidiaries with the rights to buy back the ownership of these properties upon the full repayment of the Sukuk. The investment profit is payable to the Saudi SPV, through which, the Sukuk was issued by the sale of properties owned by the Group. The Group has issued a corporate guarantee to the Sukuk holders. This facility has index based commission rate swap arrangements which effectively reduce the fixed rate commission (refer note 11).

On the due date of 16 July 2012 the group has repaid SR 3.75 billion (USD 1 billion) of Islamic Sukuk carried in the books of the Group.

The Islamic Sukuk (International) is denoted in US dollars. Since the Saudi Arabian Riyal is limited to fluctuations in the US Dollar there is no exposure to foreign exchange risk.

Islamic Sukuk - Local

This represents an Islamic Sukuk issued by the Group for the amount of SR 750 million maturing in 2014.

The Sukuk agreements include financial covenants, which the Group was in compliance with as at 31 December 2012.

Islamic Murabaha

This represents the bilateral Murabaha facilities from local and international commercial banks, secured against certain real estate land and properties, in the form of Islamic Murabaha, letters of guarantee and letters of credit. These facilities comprise of long- term and short- term tenures ranging from 6 months to 5 years with various repayment schedules like annual roll revolvers, bullet payments and instalment repayments ranging from monthly, quarterly and half yearly as detailed below.

Summary of the Murabahas:

Maturity date	Outstanding Balance SR 000	Short-term SR 000	Long-term SR 000
2013	542,500	542,500	-
2014	253,214	167,143	86,071
2015	1,127,227	377,727	749,500
2016	80,000	20,000	60,000
	2,002,941	**1,107,370**	**895,571**

The total weighted average effective annual commission rate for the year ended 31 December 2012 is 6.7% (31 December 2011: 4.9%)

The facility agreements include certain financial covenants, which the Group was in compliance with as at 31 December 2012.

11. COMMISSION RATE SWAP

The Group, through a shari'ah compliant arrangement, agreed to exchange fixed rate commission liability with floating rate commission amounts, calculated on agreed notional principal amounts. During the year, the group have replaced its existing commission rate swap with two new index linked swap facilities for a notional amount of SR 843.75 million (US$ 225 million) each, maturing on 18 February 2015 whereby the counter party banks shall periodically calculate the floating commission rate based on their respective and designated index performance for the period and settle the differential amounts, if any, with respect to the original fixed rate of the commission applicable for the securities at semi-annual basis. The index performance is capped at 10.75% and 12.55% respectively for this index linked swap facilities.

The cumulative positive fair value of this agreement which does not qualify for hedge accounting in accordance with generally accepted accounting standards amounted to SR 10.03 million (USD 2.67 million) (31 December 2011: SR 52.84 million (USD 14.10 million). The change in the fair value during the year amounting to SR 42.81 million (USD 11.42 million) has been recognised as other expenses in the consolidated statement of comprehensive income. (SR 25.07 million (USD 6.68 million) for year ended 31 December 2011).

12. END OF SERVICE INDEMNITIES

The Group provides end of service benefits to its employees in accordance with the labour law provision in Saudi Arabia. The total cost charged to consolidated statement of comprehensive income for the year was SR 3.25 million (31 December 2011: SR 3.88 million).

13. TRADE PAYABLES AND OTHERS

	2012	2011
	SR 000	SR 000
Trade payables	**256,133**	338,596
Due to related parties (note 19b)	**198,101**	-
Accruals	**127,000**	103,553
Unpaid dividend	**36,027**	36,441
Other payables	**6,546**	4,627
	623,807	483,217

Trade payables and others principally comprise amounts outstanding for trade purchases and ongoing costs. The average credit year taken for trade purchases is 30 days (31 December 2011: 30 days).

The fair value of financial liabilities included above approximates the carrying amount.

14. CURRENT TAX LIABILITIES (ZAKAT)

a) ***The movement in provision for Zakat is as follows***:

	2012	2011
	SR 000	SR 000
Balance beginning of the year	**623,685**	587,074
Estimated Zakat for the current year	**25,430**	49,374
Payment made during the year	**(5,046)**	(12,763)
Estimated Zakat provision, end of the year	**644,069**	623,685

b) The Company has received the assessments from DZIT for the years 2003, 2004, 2005, 2006, 2008 and 2009 and has filed an objection for the years 2003 to 2006 which is still under the review of DZIT. The Company has not received DZIT assessment for year 2007. The filing of the consolidated zakat return for year 2010 and 2011 are currently under process.

15. SHARE CAPITAL

	2012	2011
	SR 000	SR 000
Authorised:		
1,080,000,000 ordinary shares of SR 10 each (31 December 2011: 1,080,000,000)	**10,800,000**	10,800,000
Issued and fully paid shares of SR 10 each		
At the start of the year	**10,800,000**	10,800,000
At the end of the year	**10,800,000**	10,800,000

The Group has one class of ordinary shares which carry no right to fixed income.

16. FINANCE COSTS

	2012	2011
	SR 000	SR 000
Charges on Sukuk	**153,860**	149,783
Charges on Islamic Murabaha	**89,855**	50,571
Bank charges	**20,371**	12,455
Amortisation of finance costs	**33,481**	18,291
	297,567	231,100

During the year ended 31 December 2012 the Group had annual weighted average capitalisation effective rate of 3.41% (31 December 2011: 2.90%).

17. EARNINGS PER SHARE

The calculation of the basic and diluted earnings per share is based on the following data:

	2012	2011
	SR 000	SR 000
Earnings		
For the purpose of basic earnings per share (Net profit for the year)	**988,537**	1,087,935
Number of shares	Number	Number
Weighted average number of ordinary shares For the purposes of basic earnings per share	**1,080,000,000**	1,080,000,000

There is no dilution of ordinary shares and as such the basic and diluted earnings per share calculation are consistent.

18. OPERATING LEASE ARRANGEMENTS

The minimum lease payments under non-cancellable operating lease rentals are as follows:

	2012	2011
	SR 000	SR 000
Amounts due:		
Within one year	**593**	593
Between one and five years	**920**	1,313
After five years	**167**	367
	1,680	2,273

19. RELATED PARTY TRANSACTIONS

a) Due from related parties

During the year, the Group sold residential homes to individuals who sought financing from Saudi Home Loans, which is an associate to the Group. In these instances, Saudi Home Loans pays the consideration in respect of the residential property sale to the Group on behalf of the individual. There is no recourse to the Group if such lending by Saudi Home Loans results in non performing receivables. The details of the transactions are as follows:

	2012	2011
	SR 000	SR 000
Balance, beginning of the year	143	1,364
Sales during the year	11,054	35,120
Commission during the year	(13)	(26)
Collection during the year	(11,041)	(36,315)
Balance, end of the year	**143**	143

b) Due to related parties

The Khozam Real Estate Development Company (KDC) management requested to invest excess cash balance of KDC with the group at a nominal profit. The details of the transactions are as follows:

	2012	2011
	SR 000	SR 000
Balance transferred as on 1 April 2012	205,425	-
Expenses/assets	(84)	-
Repayment of advances	(8,710)	-
Profit charged	1,470	
Balance, end of the year	**198,101**	-

For the year ended 31 December 2012 and 2011, no transactions are entered with entities that have common Board Members or Shareholders to the Group.

In addition, the Group entered into certain other transactions with related parties that did not have a significant impact on the financial position or comprehensive income of the Group.

See also note 8.

20. RETIREMENT BENEFIT PLANS

The Group makes payments to defined contribution retirement benefit plans in the form of the General Organisation of Social Insurance that are charged as an expense as they fall due. Payments are made on the basis of a percentage of qualifying salary for certain employees to this state-managed scheme.

The total cost charged to the consolidated statement of comprehensive income for the year ended 31 December 2012 was SR 3.25 million (31 December 2011: SR 3.88 million), and the outstanding contribution as at 31 December 2012 is SR 230 thousand (31 December 2011: SR 172 thousand).

21. CAPITAL MANAGEMENT

The Group manages its capital to ensure that entities in the Group will be able to continue as a going concern while maximising the return to its parent company through optimisation of debt and equity balances. The Group's overall strategy remains unchanged from 2007, when the Group diversified its sources of funding and issued two medium term Sukuks ranging from 3-5 years. Considering the track record of timely repayment of the first two sukuks and the group expertise developed over the past five years to access international markets for shariah' compliant funding, the management continue to maintain its relationship with the capital markets and monitor the markets for future issuance. The Group adhere to international best practices in corporate governance and consider the capital market transactions to create additional shareholders value.

The capital structure of the Group consists of net debt, which includes the borrowings disclosed in cash and cash equivalents and equity, comprising share capital, statutory reserve, and retained earnings. The Group is not subject to any externally imposed capital requirements.

Gearing ratio
The Group consistently monitors its gearing ratio, to ensure compliance with external covenant requirements.

22. FINANCIAL RISK MANAGEMENT

The Group's principal financial liabilities are mainly comprised of Islamic Murabaha (term and annual revolving) facilities taken from banks, issue of Islamic Sukuk, trade payable and other payables to contractors and suppliers. The paramount objectives of these financial instruments are to raise the funding base for various projects as well as for the working capital requirement of the Group.

The Group also has financial assets in the form of bank deposits, cash in hand, due from related parties and trade and other receivables, which are integral and directly derived out of its regular business. On the reporting date the Group has not entered into any non Islamic financial variable instrument contracts by way of currency hedging, commission rate swap agreements or similar instruments.

The Group's financial operations are subject to following risks:

1. Credit Risk
2. Commission Rate Risk
3. Liquidity Risk
4. Foreign Currency Risk
5. Islamic financial variable instrument

Credit Risk
The Credit Risk can be defined as a loss of value of an asset as a result of a failure by a customer or a counter party to such commercially valid and legally enforceable contract to comply with its obligations.

The general sales policy of the Group is "No Credit" terms, but in some cases there are enhanced payment schedules or staggered payment request by selected customers which have been accommodated. In such cases the Group has an exposure of credit risk with respect to the amount due from those customers. However, in such cases the Group holds back the final delivery or possession of the property to mitigate the risk until the full amount due is paid to the satisfaction of the contract. The monitoring and follow up of balances is completed regularly and as a result the Group's exposure to losses is limited.

With respect to the credit risk exposure of other financial assets, namely, due from related parties, bank deposits and other receivables, the maximum credit risk of the Group is limited to their carrying values, in case there is a failure of the other party to meet its obligation.

As of the reporting date, the Group does not have significant credit risk concentration with any single party or a group.

Commission Rate Risk
Commission Rate Risk is associated with a change in the commission rate available when renegotiating financial instruments that are influenced by the current global financial market conditions. The Group is exposed to commission rate risk with respect to its floating commission covenants agreed for its long term Sukuk borrowings and other Islamic Murabaha (revolving credit) facilities obtained from local banks.

The short term revolving borrowings' rates are renegotiated at every renewal proposal to achieve the best possible commission rate to reflect the given financial credentials and related risk perception of the Group.

The Group has a specific shariah' complaint commission rate swap contract to manage its commission rate risk. The Group's international borrowing commission rates are primarily based on LIBOR and its local borrowings are based on SAIBOR. Hence the commission exposure of the Group is variable according to the changes in the LIBOR &SAIBOR.

The commission rate sensitivity analysis is performed based on the commission rate exposure of the Group for floating rate liabilities outstanding at the end of the consolidated statement of financial position date. The calculations are done on floating commission rates assuming the liabilities outstanding for a whole year as at the consolidated statement of financial position date.

During the year under review the average rate of 3 months LIBOR varied between 0.42% and 0.31% (0.58 % and 0.33 % for 2011) and SAIBOR varied between 0.99% and 0.95% (0.78% and 0.60 % for 2011).

The sensitivity of commission variance on the Group's external borrowings which affects the consolidated financial statements of the Group is shown below:

	2012	**2011**
	SR 000	**SR 000**
+ 25 basis points	**11,101**	16,509
- 25 basis points	**(11,101)**	(16,509)

The net profit of the Group for the reported year would have been affected by the above amount as a result of such changes in floating commission rates. Due to the capitalisation of borrowing costs directly attributed to projects in progress, there would be timing differences on such an impact to the Group's current profit and loss account and the current impact would be limited to around 54%, as historically, the management capitalises approximately 46% of borrowing costs to projects in progress as explained in note 2.9.

Liquidity Risk
Liquidity Risk can result from a difficulty to meet the financial commitments and obligations of the Group as per the agreed terms and covenants.

To mitigate the liquidity risk and associated losses of business and brand value opportunities; the Group, where possible, keeps sufficient liquid assets in all business conditions. The Group refrains from funding its long term capital requirements through short term borrowings and related party current account transactions. Currently the long term projects are funded from long term or revolving borrowings only. The Group also has a dynamic cash flow assessment policy and system by which it can estimate and plan the maturities as well as required resources to meet such obligations.

The weighted average effective annual commission rate for the year ended 31 December 2012 is 6.7% (31 December 2011: 4.9%).

See notes 10 and 13 for further details

Foreign Currency Risk
Foreign Currency Risk is associated with the change in the value of the carrying value in the functional currency due to the variation of the underlying foreign currency obligation or right by way of transaction or translation reasons. The functional currency of the Group is the Saudi Riyal that is pegged against the US Dollar with a fixed exchange rate of 3.75 Saudi Riyals per US Dollar. Since transactions, other than US Dollars, are negligible; the Group does not assume any significant foreign currency risk.

Islamic financial variable Instruments Risk
As part of its asset and liability management, the Group uses Islamic finance variable instruments- for hedging its exposure to commission rate and cash flow risks. This is generally achieved by hedging specific transactions. The Group uses Islamic finance variable instruments primarily to manage exposures to foreign currency and commission rate risks. The Group's principal objective in holding Islamic finance variable instruments is to reduce the cash outflows associated with changes in foreign currency and fixed commission rates. The Group's Islamic finance variable instruments are exposed to credit risk to the extent of that counterparty's inability to meet the contractual obligations. The Group mitigates such risks by dealing with major financial institutions as its counterparties. The group Management does not expect any material losses or risk from the default of counterparties as the potential risk of such defaults is periodically monitored.

23. COMMITMENTS

To complete the long term construction and development of investment and development properties, the Group have committed to a number of contractual arrangements and agreements. Such contracts are cancellable at the Group's discretion with no penalties. The estimated uncompleted contracts outstanding as at 31 December 2012 amounts to SR 107 million (31 December 2011: SR 195 million).

These commitments are expected to be settled within the duration of the projects in progress and shall be funded through prospective property sales and external borrowings, if necessary.

24. CONTINGENCIES

During the normal course of business there are general litigations and legal claims. Management takes legal advice as to the likelihood of success of claims and no provision is made when the action is unlikely to succeed.

At 31 December 2012 there were no significant claims notified (31 December 2011: None).

25. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform to the presentation adopted in the current year.

DAR AL ARKAN
REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT
FOR THE YEAR ENDED 31 DECEMBER 2011

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT
FOR THE YEAR ENDED 31 DECEMBER 2011

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Dar Al Arkan Real Estate Development Company
(A Saudi Joint Stock Company)
Riyadh – Kingdom Of Saudi Arabia

We have audited the accompanying consolidated financial statements of Dar Al Arkan Real Estate Development Company (A Saudi joint stock company) and its subsidiaries (the "Group"), which comprise the consolidated statement of financial position as at December 31, 2011, and the consolidated statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements
Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Group as at December 31, 2011, and its financial performance and cash flows for the year then ended in accordance with International Financial Reporting Standards.

Deloitte & Touche
Bakr Abulkhair & Co.

Ehsan A. Makhdoum
License No. 358
22 Safar 1433 H
January 16, 2012

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS AT 31 DECEMBER 2011

	Notes	2011	2010
		SR 000	**SR 000**
ASSETS			
Non-current assets			
Investment properties	5	**2,753,353**	1,914,327
Development properties	6	**13,689,617**	16,310,417
Property and equipment	7	**82,604**	91,026
Investments in associates	8	**1,162,760**	1,162,360
Other assets		**967**	1,916
		17,689,301	19,480,046
Current assets			
Development properties	6	**2,171,072**	455,547
Trade receivables and others	9	**1,734,612**	2,224,755
Cash and cash equivalents		**2,505,774**	1,188,513
		6,411,458	3,868,815
TOTAL ASSETS		**24,100,759**	23,348,861
LIABILITIES AND EQUITY			
Non-current liabilities			
Long-term borrowings	10	**2,757,756**	6,721,485
End of service indemnities	12	**14,158**	12,599
		2,771,914	6,734,084
Current liabilities			
Short-term borrowings	10	**4,634,380**	1,000,000
Trade payables and others	13	**483,217**	528,075
Current tax liabilities (Zakat)	14	**623,685**	587,074
		5,741,282	2,115,149
Equity			
Share capital	15	**10,800,000**	10,800,000
Statutory reserve		**716,768**	607,768
Retained earnings		**3,806,054**	2,827,119
Equity attributable to Dar Al Arkan shareholders		**15,322,822**	14,234,887
Non-controlling interests from Group subsidiaries		**264,741**	264,741
		15,587,563	14,499,628
TOTAL LIABILITIES AND EQUITY		**24,100,759**	23,348,861

_________________ Managing Director

___________________ Chief Financial Officer

The accompanying notes form an integral part of these consolidated financial statements

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 31 DECEMBER 2011

	Notes	2011 SR 000	2010 SR 000
REVENUE		**3,312,510**	4,141,981
Cost of sales		**(1,943,497)**	(2,377,724)
GROSS PROFIT	4	**1,369,013**	1,764,257
General, administrative, selling and marketing expenses		**(91,793)**	(107,492)
Depreciation	5, 7	**(8,510)**	(14,260)
OPERATING PROFIT		**1,268,710**	1,642,505
Share of income from investment in associates	8 (a)	**400**	-
Finance costs	16	**(231,100)**	(239,158)
Other income		**99,299**	79,364
PROFIT BEFORE ZAKAT		**1,137,309**	1,482,711
Zakat expense	14	**(49,374)**	(27,000)
NET PROFIT FOR THE YEAR		**1,087,935**	1,455,711
Attributable to:			
Dar Al Arkan shareholders		**1,087,935**	1,455,711
Non-controlling interests from Group subsidiaries		**-**	-
Earnings per share (in Saudi Riyals)			
Basic and diluted	17	**1.01**	1.35

Managing Director

Chief Financial Officer

The accompanying notes form an integral part of these consolidated financial statements

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 DECEMBER 2011

	Share capital	Statutory reserve	Retained earnings	Dar Al Arkan share-holders' equity	Non-Controlling interest	Total equity
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
2011						
Balance as at 1 January 2011	**10,800,000**	**607,768**	**2,827,119**	**14,234,887**	**264,741**	**14,499,628**
Net profit for the year	**-**	**-**	**1,087,935**	**1,087,935**	**-**	**1,087,935**
Transfer to statutory reserve	**-**	**109,000**	**(109,000)**	**-**	**-**	**-**
Balance as at 31 December 2011	**10,800,000**	**716,768**	**3,806,054**	**15,322,822**	**264,741**	**15,587,563**
2010						
Balance as at 1 January 2010	10,800,000	462,268	2,596,908	13,859,176	264,741	14,123,917
Dividends	-	-	(1,080,000)	(1,080,000)	-	(1,080,000)
Net profit for the year	-	-	1,455,711	1,455,711	-	1,455,711
Transfer to statutory reserve	-	145,500	(145,500)	-	-	-
Balance as at 31 December 2010	10,800,000	607,768	2,827,119	14,234,887	264,741	14,499,628

Managing Director

Chief Financial Officer

The accompanying notes form an integral part of these consolidated financial statements

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 31 DECEMBER 2011

	2011 SR 000	2010 SR 000
OPERATING ACTIVITIES		
Profit before Zakat	**1,137,309**	1,482,711
Adjustment for:		
Depreciation	**14,287**	14,260
End of service indemnities	**3,876**	2,536
Finance costs	**231,100**	239,158
Gain on disposal of property and equipment	**(290)**	-
Share of profit from investment in associates	**(400)**	-
Operating cash flows before movements in working capital	**1,385,882**	1,738,665
Development properties	**905,275**	644,175
Trade receivables and others	**490,143**	(1,143,328)
Other assets	**949**	1,040
Trade payables and others	**(44,858)**	(17,944)
Cash from operations	**2,737,391**	1,222,608
Finance costs	**(212,809)**	(214,311)
Zakat paid	**(12,763)**	-
End-of-service indemnities paid	**(2,317)**	(1,975)
NET CASH FROM OPERATING ACTIVITIES	**2,509,502**	1,006,322
INVESTING ACTIVITIES		
Investment properties	**(844,803)**	(396,910)
Purchase of property and equipment	**(124)**	(1,603)
Proceeds from disposal of property and equipment	**326**	-
NET CASH USED IN INVESTING ACTIVITIES	**(844,601)**	(398,513)
FINANCING ACTIVITIES		
Islamic borrowings	**(347,640)**	(562,791)
Dividends	**-**	(1,080,000)
NET CASH USED IN FINANCING ACTIVITIES	**(347,640)**	(1,642,791)
INCREASE /(DECREASE) IN CASH AND CASH EQUIVALENTS	**1,317,261**	(1,034,982)
CASH AND CASH EQUIVALENTS, BEGINNING OF THE YEAR	**1,188,513**	2,223,495
CASH AND CASH EQUIVALENTS, END OF THE YEAR	**2,505,774**	1,188,513

Managing Director

Chief Financial Officer

The accompanying notes form an integral part of these consolidated financial statements

1. GENERAL INFORMATION

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY is an Islamic Shar'iah compliant Joint Stock Company established under the Company Laws & Regulations of The Kingdom of Saudi Arabia. The Company is registered in Riyadh under Commercial Registration No 1010160195 dated 16/04/1421 H, corresponding to 18/07/2000 G. The Company is domiciled in The Kingdom of Saudi Arabia (K.S.A.) and its registered office address is P.O. Box No: 105633, Riyadh-11656, K.S.A.

The equity shares of the Company are listed with the security market of The Kingdom of Saudi Arabia.

The Company and its Subsidiaries are collectively called “the Group" and is predominantly engaged in the business of development and sale of real estate projects and associated activities. The Company manages its activities through subsidiaries established for each line of business. These Subsidiaries operate under their own commercial registration and are summarised below:

DAR AL-ARKAN PROPERTIES COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No. 1010254063, dated 25/7/1429 H (corresponding to 28/7/2008 G). It operates in development and acquisition of commercial and residential real estate. It provides management, operation and maintenance of residential and commercial buildings and public facilities.

DAR AL-ARKAN PROJECTS COMPANY – is a limited liability company, a wholly owned subsidiary, company registered in Riyadh under the Commercial Registration No. 1010247583, dated 28/3/1429 H (corresponding to 5/4/2008 G). It operates in general construction of residential and commercial buildings (construction, maintenance, demolition and restructuring).

DAR AL-ARKAN COMMERCIAL INVESTMENT COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010247585, dated 28/3/1429 H (corresponding to 5/4/2008 G). It operates in purchase and acquisition, lease of real estate investments.

DAR AL-ARKAN SUKUK COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010256421, dated 16/9/1429 H (corresponding to 16/9/2008 G). It operates in Real Estate investments and development.

SUKUK AL-ARKAN COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010274407, dated 11/10/1430 H (corresponding to 01/10/2009 G). It operates in development, maintenance and management of real estates, purchase of land and general contracting.

Dar Al-Arkan Real Estate Development Company wholly owns directly and indirectly the above mentioned subsidiaries.

The accompanying consolidated financial statements include the assets, liabilities and the results of operations of the subsidiaries mentioned above.

Non-controlling Interest
The Group has invested in Khozam Real Estate Development Company, a majority owned subsidiary and maintained control of the operations. This subsidiary is consolidated within these financial statements, with a 49% non-controlling interest attributed to the Jeddah Development and Urban Regeneration Company. The Jeddah Development and Urban Regeneration Company contributed SR 265 million for its share of the Company's capital, which is reflected as non-controlling interest. The Company was created in October 2009 and there have been no revenues or expenses for the year ended December 31, 2011 and the year ended 31 December 2010.

2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

2.1 BASIS OF PREPARATION

The consolidated financial statements have been prepared in accordance with the International Financial Reporting Standards ("IFRS"), consistent with the Group's accounting policies with the exception of any changes to accounting policies as described below.

2.2 ADOPTION OF NEW AND REVISED STANDARDS AND INTERPRETATIONS

Standards and interpretations effective in the current period
In the current period, the Group has adopted all new Interpretations issued by the International Financial Reporting Interpretation Committee ("IFRIC") that are mandatory for adoption in the annual periods beginning on or after 1 January 2011. The adoption of these interpretations has not led to any changes in the Group's accounting policies or disclosures provided in the consolidated financial statements.

Standards and interpretations in issue but not yet adopted
The following standards, amendments and interpretations were in issue at the date of authorisation of these financial statements, but not yet effective, and therefore were not applied in these consolidated financial statements.

The impact of the adoption of these standards is currently being assessed, however the directors anticipate that the adoption of these standards, amendments and interpretations in future periods will not have a significant impact on the consolidated financial statements of the Group.

	Effective for annual periods beginning on or after
IFRS 7, ' Financial instruments: Disclosure- amendment about offsetting of financial assets and financial liabilities	January 1, 2013
IFRS 9, 'Financial instruments – classification and measurement of financial assets and accounting for financial liabilities and de-recognition	January 1, 2015
IFRS 10, 'Consolidated Financial Statements'	1 January 2013
IFRS 11, 'Joint Arrangements'	1 January 2013
IFRS 12, 'Disclosure of Interests in Other Entities'	1 January 2013
IFRS 13, 'Fair Value Measurement'	1 January 2013
IAS 1, 'Amendments to revise the way other comprehensive income is presented	July 1, 2012
IAS 28, Investment in associates and joint ventures (as amended in 2011)	January 1, 2013

2.3 ACCOUNTING CONVENTION

The consolidated financial statements have been prepared on the historical cost basis, as modified by the revaluation of certain financial assets at fair value and investment in associates at equity method, the principal accounting policies are set out below.

2.4 BASIS OF CONSOLIDATION

The consolidated financial statements of the Group incorporate the financial statements of the Company and enterprises controlled by the Company (its subsidiaries) made up to 31 December 2011.

Subsidiaries
Subsidiaries are entities over which the Group has the power to govern the financial and operating policies to obtain economic benefit to the Group. Subsidiaries are fully consolidated from the effective date of acquisition or up to the effective date of disposal, as appropriate.

The purchase method of accounting is used to account for the acquisition of subsidiaries by the Group. The cost of an acquisition is measured as the fair value of the assets given, equity instruments issued and liabilities incurred or assumed at the date of exchange, plus costs directly attributable to the acquisition. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are initially measured at fair value at the acquisition date irrespective of the extent of any non-controlling interests. The interests of non-controlling shareholders are stated at the non-controlling proportion of the fair values of the assets and liabilities recognised. Subsequently, any losses applicable to the non-controlling interests in excess of the non-controlling interests are allocated against the interests of the parent.

The excess of cost of acquisition over the fair value of the Group’s share of identifiable net assets acquired is recognised as goodwill. Any deficiency of the cost of acquisition below the fair value of identifiable net assets acquired (i.e. discount on acquisition) is recognised directly in the consolidated statement of comprehensive income.

All intra-group transactions, balances, and unrealised gains on transactions between Group companies are eliminated on consolidation. Unrealised losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred.

Investments in associates
An associate is an entity over which the Group is in a position to exercise significant influence, but not control or joint control, through participation in the financial and operating policy decisions of the investee.

The results, assets and liabilities of associates are incorporated in these consolidated financial statements using the equity method of accounting except when classified as held for sale. Investments in associates are carried in the consolidated financial position at cost as adjusted by the post-acquisition changes in the Group’s share of the net assets of the associate, less any impairment in the value of individual investments. Losses of the associates in excess of the Group’s interests in those associates are recognised only to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the associate.

Any excess of cost of acquisition over the Group’s share of the fair values of identifiable net assets of the associate or joint venture at the date of acquisition is recognised as goodwill. The goodwill is included within the carrying amount of the investment and is assessed for impairment as part of that investment. Any deficiency of the cost of acquisition below the Group’s share of the fair values of identifiable net assets of the associate or joint venture at the date of acquisition (i.e. discount on acquisition) is recognised in the consolidated statement of comprehensive income.

Where a Group company transacts with an associate or joint venture of the Group, profits and losses are eliminated to the extent of the Group's interests in the relevant associate or joint venture. Losses may provide evidence of an impairment of the asset transferred in which case appropriate provision is made for impairment.

2.5 PROPERTY AND EQUIPMENT

Property and equipment are stated at cost less accumulated depreciation and any recognised impairment loss. Depreciation is charged so as to write off the cost less estimated residual value of assets, other than land, over their estimated useful lives, using the straight-line method, on the following basis:

Buildings	3%
Leasehold improvements	5% - 20%
Vehicles	25%
Machinery and tools	20%
Office equipment	20% - 25%

The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in the consolidated statement of comprehensive income.

At each date of preparation of the consolidated financial statements, the Group reviews the carrying amounts of its tangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. Where the asset does not generate cash flows that are independent from other assets, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs.

If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised as an expense immediately.

2.6 INVESTMENT PROPERTIES

Investment properties, which are properties held to earn rentals and/or for capital appreciation, are stated at cost less accumulated depreciation and any recognised impairment loss. Depreciation is charged so as to write off the cost less estimated residual value of assets, other than land and properties under construction, over their estimated useful lives, using the straight-line method, on the following basis:

Buildings	3%

Gains or losses arising from the retirement or disposal of investment properties being the difference between the net disposal proceeds and carrying value are included in the consolidated statement of comprehensive income for the period of the retirement/disposal except those that relate to sale and leaseback arrangements.

2.7 DEVELOPMENT PROPERTIES

Development properties principally comprise completed projects (including properties held for sale and developed land held for sale) and projects under development (including property projects under construction, land projects under development and land waiting for development). Projects under development include those properties in progress of development or waiting for development to commence.

All development properties are accounted for at the lower of cost and net realisable value. Cost comprises direct material cost, direct labour costs, borrowing costs and those overheads that have been incurred in bringing the development properties to their present location and condition. Cost is calculated using the average method. Net realisable value represents the estimated selling price less all estimated costs to completion and selling costs to be incurred.

The operating cycle of development properties is such that the majority of development properties are held for future revenue generation and will not be completed within 12 months. These have been split between non-current and current development properties.

2.8 IMPAIRMENT OF TANGIBLE ASSETS

At the date of each consolidated statement of financial position, the Group reviews the carrying amounts of its tangible assets for any indication that those assets have suffered impairment losses. When such an indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. Recoverable amount is the higher of fair value less costs to sell and value in use. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised in the consolidated statement of comprehensive income.

2.9 BORROWING COSTS

Borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. All other borrowing costs are recognised in finance costs in the consolidated statement of comprehensive income in the period in which they are incurred.

2.10 FINANCIAL INSTRUMENTS

Financial assets and financial liabilities are recognised on the Group's consolidated statement of financial position when the Group has become a party to the contractual provisions of the instrument.

Trade receivables
Trade receivables are classified as loans and receivables and are initially recognised at fair value. They are subsequently measured at their amortised cost using the effective interest rate method less any provision for impairment. A provision for impairment is made where there is objective evidence, including customers with financial difficulties or in default on payments, that amounts will not be recovered in accordance with original terms of the agreement. A provision for impairment is established when the carrying value of the receivable exceeds the present value of the future cash flow discounted using the original effective commission rate. The carrying value of the receivable is reduced through the use of an allowance account and any impairment loss is recognised in the consolidated statement of comprehensive income.

Cash and cash equivalents
Cash and cash equivalents comprise cash in hand and at bank and other short-term deposits held by the Group with original maturities of less than three months.

Financial liabilities
Financial liabilities include Islamic Sukuk and Islamic Murabaha and are classified according to the substance of the respective contractual arrangement and are initially measured at their fair value, net of transaction costs. Financial liabilities are subsequently carried at their amortised cost, with commission cost being recognised on an effective yield basis in the consolidated statement of comprehensive income over the term of the instrument.

Trade payables
Trade payables are initially recognised at fair value and subsequently at amortised cost using the effective interest rate method.

Derivative financial instruments
The Group initially recognises derivative instruments as either a financial asset or a financial liability, at fair value, and subsequently re-measured to their fair value at the end of each reporting period. The accounting for changes in the fair value of a derivative depends on the intended use and the resulting designation of the derivative. The resulting gain or loss is recognised in the consolidated statement of comprehensive income immediately, unless the derivative is designated and effective as a hedging instrument, in which event the timing of the recognition in profit or loss depends on the nature of the hedge relationship.

For a derivative instrument designated as a fair value hedge, the gain or loss is recognised in the consolidated statement of comprehensive income in the period of change together with the offsetting loss or gain on the hedged item attributed to the risk being hedged. Hedge accounting is discontinued when the Group revokes the hedging relationship, when the hedging instrument expires or is sold, terminated, or exercised, or when it no longer qualifies for hedge accounting. The fair value adjustment to the carrying amount of the hedged item arising from the hedged risk is amortised to profit or loss from that date.

2.11 REVENUE RECOGNITION

Revenue represents the sale of development properties. Revenue is recognised to the extent that it is probable that economic benefits will flow to the Group and significant risks and rewards of ownership have been transferred to the buyer, which it has assessed to be at the time of legal completion of the sale or unconditional exchange. Revenue is measured at the fair value of consideration received.

2.12 ZAKAT TAXATION

Zakat is calculated pursuant to Zakat Regulation in the Kingdom of Saudi Arabia and recognised in the consolidated statement of comprehensive income in each period. The provision is based on an estimate of Zakat that is adjusted in the financial year in which the final assessment of Zakat is issued. Any change in the estimate resulting from the final assessment is recognised in that period.

2.13 FOREIGN CURRENCIES

Transactions in currencies other than Saudi Riyals, the presentational and functional currency of each subsidiary within the Group, are recorded at the rates of exchange prevailing on the dates of the transactions. At the date of each consolidated statement of financial position, monetary assets and liabilities that are denominated in foreign currencies are retranslated at the rates prevailing at that date Non-monetary assets and liabilities carried at fair value, that are denominated in foreign currencies, are translated at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated. The resulting exchange gains or losses are recognised in the consolidated statement of comprehensive income.

2.14 STATUTORY RESERVE

According to the article (176) of the Companies' Regulation, the Group is required to retain 10% of net income in the statutory reserve. The Group may stop the transfers when this reserve reaches 50% of the share capital. This reserve is not available for dividend distribution.

2.15 END OF SERVICE INDEMNITIES

The Group provides end of service benefits to its employees in accordance with the labour law provision of Saudi Arabia. The entitlement to these indemnities is based upon the employee's final salary, length of service and the completion of a minimum service period. The costs of these indemnities are accrued over the period of employment, based on the estimated ultimate payment.

2.16 RETIREMENT BENEFIT COSTS

The Group makes contributions in line with the General Organisation for Social Insurance Regulations and are calculated as a percentage of employees' wages. Payments made to state-managed retirement benefit schemes are dealt with as payments to defined contribution plans where the Group's obligations under the schemes are equivalent to those arising in a defined contribution retirement benefit plan. Payments made to defined contribution retirement benefit plans are charged as an expense as they fall due.

2.17 LEASING

Rentals payable under operating leases are charged to statement of comprehensive income on a straight-line basis over the term of the relevant lease.

3 CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

Estimates and judgments are continually evaluated and are based on historical experience, internal controls, advice from external experts and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

The Group makes estimates and assumptions concerning the future. The resulting accounting judgments will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial period are discussed below:

Revenue Recognition
The Group recognises revenue on its development properties when significant risks and rewards of ownership transfer to the buyer, which is assessed to be at the time of legal completion of the sale or unconditional exchange.

With respect to land projects, the Group receives an initial deposit with the balance being paid on a deferred basis, which typically does not exceed three months. The Group recognises the full amount of the consideration at the time the sale contract is signed.

With respect to residential and commercial projects, The Group typically receives an initial deposit on the signature of the sales contract and a final payment on delivery of the units. Revenue from the sale of these properties is only recognized when the completed property is delivered to the purchaser.

With respect to rental income, the Group recognises revenue on a straight line basis over the lease term.

Recognition of cost of sales

The Group has developments which typically contain a number of individual projects within each development. In order to determine cost of sales related to properties or units sold during the period, management must estimate to average the costs of the entire development, including infrastructure costs and overall construction costs. These costs must then be allocated to each project within the development and each unit within a project. These estimates are reviewed regularly on a profit per project basis and revised as necessary. Any significant change in these estimates may result in additional costs being recorded in future periods related to revenue recognised in a prior period.

Classification of properties

The Group's properties are classified as either development properties or investment properties. Management has made various judgments to determine whether a property qualifies as an investment property (properties held to earn rentals and/or for capital appreciation) or as a development property that comprises properties held for sale, developed land held for sale, property projects under construction, land projects under development and land awaiting development. In making its judgment, management considers its intended use of property. When management assess that certain investment properties will be disposed off, their carrying cost will be transferred to development properties as long as they are under development and not generating revenues. Further, at each reporting date management categorises individual projects as long term or short term depending on its estimated completion date. If a completion date is expected to be within a year of the consolidated statement of financial position date, the project is classified as current.

Investment Properties

Investment property is recognised at cost while under construction as management does not believe that the fair value of the property is reliably determinable during the construction phase. Upon completion of construction, or if the fair value becomes reliably determinable during construction, the investment property is adjusted to fair value. At that time, any amount above the original cost is recognised as an increase in fair value of investment properties on the consolidated statement of comprehensive income. At 31 December 2011, substantially all of the Group's investment properties were still under construction, and accordingly recognised at cost.

Carrying value of development properties

The Group's principal activity is currently the development and sale of land and the development and sale of residential and commercial property. Due to the nature of this activity, much of the development is speculative in nature. Accordingly, the consolidated statement of financial position at 31 December 2011 reflects current assets that are not covered by forward sales contracts.

The Group assesses the net realisable value of its investment properties and its development properties at each reporting date. This assessment is based on a profit per project basis and compares the carrying and future costs to the expected selling price per unit based on historical activities. As a result of this process, there have been no instances where the estimated net realisable value of the site was less than its current carrying value within the consolidated statement of financial position. A change of these estimates in the future could have an impact on the valuation of the development properties.

4. REPORTING SEGMENTS

Management has organised the Group into three segments. Management develops its strategic planning and business model around these segments that consist of:

- Projects – the development of basic infrastructure on undeveloped land ("Land Projects") and the development of residential and commercial projects and the sale of residential units on such projects ("Residential and Commercial Projects").
- Investments – the investment in companies that Management believes are complementary to the Group's real estate development operations.
- Properties – management of properties that the Group has retained as rental properties including commercial and residential units on its Master-Planned Communities.

The Group does not allocate share of profits of associates, general administration, selling and marketing costs including directors' salaries, finance costs, other income and Zakat expense to its segments. Substantially all of segment operating activity (including revenue and costs) for the years ended 31 December 2011 and 2010 was generated from the Projects segment and as a result there is no breakout provided of revenue and segment profit by segment. The accounting policies of the reportable segments are the same as the Group's accounting policies described in Note 2.

The Group operates exclusively in Saudi Arabia and all its revenues are derived from its portfolio of properties which the Group manages.

Major products

The revenue and gross margin from sales of land and sales of residential properties by projects is presented below:

	2011	**2010**
	SR 000	**SR 000**
REVENUES		
Sales of residential properties	**77,346**	376,681
Sales of land	**3,220,167**	3,765,300
Leasing of properties	**14,997**	-
Total	**3,312,510**	4,141,981
COST OF SALES		
Residential properties	**64,470**	330,289
Sales of land	**1,873,250**	2,047,435
Leasing of properties	**5,777**	-
Total	**1,943,497**	2,377,724
GROSS PROFIT		
Residential properties	**12,876**	46,392
Sales of land	**1,346,917**	1,717,865
Leasing of properties	**9,220**	-
Total	**1,369,013**	1,764,257

5. INVESTMENT PROPERTIES

	2011 SR 000	2010 SR 000
COST		
At beginning of the year	**1,918,823**	1,521,913
Additions	**830,585**	373,888
Capitalisation of borrowing costs	**14,218**	23,022
At end of the year	**2,763,626**	1,918,823
ACCUMULATED DEPRECIATION		
At beginning of the year	**4,496**	3,746
Charge during the year	**5,777**	750
At end of the year	**10,273**	4,496
CARRYING AMOUNT AT THE END OF THE YEAR	**2,753,353**	1,914,327

Included within investment properties is land with an original cost of SR 378.1 million (31 December 2010: SR 378.1 million). The fair market value of the investment properties is considered to be the carrying value, as the investment properties are currently under construction and their fair value cannot be reliably estimated until completion.

6. DEVELOPMENT PROPERTIES

	2011 SR 000	2010 SR 000
Property projects under development	**3,868,580**	3,674,480
Developed land	**759,757**	2,929,939
Land projects under development	**9,061,280**	9,705,998
Non-current assets	**13,689,617**	16,310,417
Property projects under development	**64,469**	184,660
Developed land	**2,106,603**	270,887
Current assets	**2,171,072**	455,547
Total development properties	**15,860,689**	16,765,964

Included within Land projects under development is land worth SR 5.08 billion (31 December 2010: SR 4.73 billion), which represents the Group's share of co-ownership with third parties according to the contracts of land development.

During the year the management have valued around 50% of the properties independently by leading valuation agencies. The estimated fair value of the selected portfolio of properties shows an average increase of 53%. The management believes that the resulted uplift on the book value signified by this valuation is a realistic indication of the fair value of the properties of the Group. Quantitatively, the average 53% increase, extrapolated to the total property portfolio of SAR 18.6 billion will have an estimated fair market value of SAR 28.5 billion.

The movement in development properties during the years ended 31 December 2011 and 2010 is as follows:

Non-current assets	Property projects under development	Developed land	Land projects under development	Total
	SR 000	SR 000	SR 000	SR 000
2011				
Balance at 1 January 2011	**3,677,456**	**2,929,939**	**9,703,022**	**16,310,417**
Additions	**25,819**	**-**	**812,199**	**838,018**
Capitalisation of borrowing costs	**165,305**	**-**	**-**	**165,305**
Transfers	**-**	**(1,754,132)**	**-**	**(1,754,132)**
Disposals	**-**	**(416,050)**	**(1,453,941)**	**(1,869,991)**
Balance at 31 December 2011	**3,868,580**	**759,757**	**9,061,280**	**13,689,617**
2010				
Balance at 1 January 2010	3,345,670	4,171,653	8,928,757	16,446,080
Additions	174,336	-	1,564,245	1,738,581
Capitalisation of borrowing costs	157,450	-	-	157,450
Disposals	-	(1,241,714)	(789,980)	(2,031,694)
Balance at 31 December 2010	3,677,456	2,929,939	9,703,022	16,310,417

Current assets	Property projects under development	Developed land	Total
	SR 000	SR 000	SR 000
2011			
Balance at 1 January 2011	**184,660**	**270,887**	**455,547**
Additions	**4,492**	**75,843**	**80,335**
Transfers	**(60,213)**	**1,763,132**	**1,702,919**
Disposals	**(64,470)**	**(3,259)**	**(67,729)**
Balance at 31 December 2011	**64,469**	**2,106,603**	**2,171,072**
2010			
Balance at 1 January 2010	677,431	286,628	964,059
Additions	22,518	-	22,518
Transfers	(185,000)	-	(185,000)
Disposals	(330,289)	(15,741)	(346,030)
Balance at 31 December 2010	184,660	270,887	455,547

7. PROPERTY AND EQUIPMENT

2011	Land and buildings	Leasehold improvements	Vehicles	Machinery and tools	Office equipment	Total
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
COST						
At 1 January 2011	**109,145**	**19,037**	**9,990**	**13,390**	**39,074**	**190,636**
Additions	**-**	**-**	**-**	**14**	**110**	**124**
Disposals	**-**	**-**	**(740)**	**-**	**(96)**	**(836)**
At 31 December 2011	**109,145**	**19,037**	**9,250**	**13,404**	**39,088**	**189,924**
ACCUMULATED DEPRECIATION						
At 1 January 2011	**27,042**	**18,070**	**9,904**	**11,152**	**33,442**	**99,610**
Charge for the year	**3,017**	**621**	**233**	**2,104**	**2,535**	**8,510**
Adjustments	**-**	**(121)**	**(357)**	**12**	**466**	**-**
Disposals	**-**	**-**	**(740)**	**-**	**(60)**	**(800)**
At 31 December 2011	**30,059**	**18,570**	**9,040**	**13,268**	**36,383**	**107,320**
CARRYING AMOUNT AT 31 DECEMBER 2011	**79,086**	**467**	**210**	**136**	**2,705**	**82,604**

2010	Land and buildings	Leasehold improvements	Vehicles	Plant and machinery	Office equipment	Total
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
COST						
At 1 January 2010	109,145	18,885	9,990	13,346	37,667	189,033
Additions	-	152	-	44	1,407	1,603
At 31 December 2010	109,145	19,037	9,990	13,390	39,074	190,636
ACCUMULATED DEPRECIATION						
At 1 January 2010	24,025	16,221	8,944	8,496	28,414	86,100
Charge for the year	3,017	1,849	960	3,147	4,537	13,510
Adjustments	-	-	-	(491)	491	-
At 31 December 2010	27,042	18,070	9,904	11,152	33,442	99,610
CARRYING AMOUNT AT 31 DECEMBER 2010	82,103	967	86	2,238	5,632	91,026

Included within land and building is land with an original cost of SR 9.50 million (31 December 2010: SR 9.50 million).

8. INVESTMENTS IN ASSOCIATES

The group's investments in associates are as follows:

a. *Investments in associates*:

	2011	2010
	SR 000	SR 000
Investments, beginning of year	**406,360**	406,360
Share of profit during the year	**400**	-
Investments, end of year	**406,760**	406,360

b. Advances recoverable from associates:

	2011	2010
	SR 000	**SR 000**
Advances , end of year	**756,000**	756,000
Investments and advances, end of year	**1,162,760**	1,162,360

Advances to associates are non-commission bearing and have no repayment schedule.

c. Summarised financial information in respect of the Group's associates is set out below:

	2011	2010
	SR 000	**SR 000**
Total assets	**2,870,575**	2,418,908
Total liabilities	**(1,555,998)**	(1,131,758)
Net assets	**1,314,577**	1,287,150
Group's share of net assets of associates	**255,696**	255,813
Total revenue	**94,602**	76,556
Total accumulated profit/(loss) end of the year	**29,326**	(3,770)
Group's share of accumulated loss end of the year	**(4,240)**	(4,640)

Investment in associates represents investments in share of companies, where the Group exercises significant influence. The shares of these companies are not publicly traded. The Group's ownership in these privately owned companies ranges from 15% to 34%. For entities where the investment is less than 20%, management believes that it is able to exert significant influence due to its involvement at board level.

Details of transactions with associates are disclosed under note 19 "Related Party Transactions" of these consolidated financial statements.

9. TRADE RECEIVABLES AND OTHERS

	2011	2010
	SR 000	**SR 000**
Trade receivables – net provision for doubtful debts (SR 4.48 million in 2011 and 2010)	**1,227,708**	1,667,000
Trade receivables – related party (Note 19)	**143**	1,364
Advance payments to purchase land	**375,506**	418,967
Prepayments and others	**131,255**	137,424
	1,734,612	2,224,755

The fair value of financial assets included above approximates the carrying amount. The maximum credit taken for sales is less than 90 days, which also represents the maximum ageing of trade receivables. No penalties are charged for delayed payments.

10. LONG-TERM BORROWINGS

	2011	2010
	SR 000	**SR 000**
Islamic Sukuk – International	**5,437,500**	5,437,500
Islamic Sukuk – Local	**750,000**	750,000
Islamic Murabaha	**1,260,003**	1,625,202
	7,447,503	7,812,702
Less: Un-amortised transaction costs	**(55,367)**	(91,217)
Borrowings end of the year	**7,392,136**	7,721,485
Less: Short-term borrowings	**(4,634,380)**	(1,000,000)
Long-term borrowings	**2,757,756**	6,721,485

Repayable as follows:

	2011	2010
	SR 000	**SR 000**
Within one year	**4,634,380**	1,000,000
In the second year	**187,143**	4,182,793
In the third to fifth years inclusive	**2,625,980**	2,629,909
	7,447,503	7,812,702

Islamic borrowings transaction costs:

	2011	**2010**
	SR 000	**SR 000**
Balance, beginning of the year	**91,217**	95,313
Additions during the year	**2,589**	46,480
Capitalisation during the year	**(20,148)**	(25,729)
Amortisation charge for the year	**(18,291)**	(24,847)
Balance, end of the year	**55,367**	91,217

Analysis of borrowings:

Islamic Sukuk – International

This represents SR 5.44 billion of Islamic Sukuk comprising:

1) SR 3.75 billion (USD 1 billion) of Islamic Sukuk carried in the books of the Group, issued by Dar Al Arkan International Sukuk Company at LIBOR plus profit margin of 2.25% and maturing in 2012.

2) SR 1.69 billion (USD 450 million) of Islamic Sukuk carried in the books of the Group, issued by Dar International Sukuk Company II at 10.75% and maturing in 2015.

The beneficiary rights are for Dar Al Arkan Real Estate Development Company and its subsidiaries. These Sukuk were issued through the sale of land owned by the Group with the rights to buy back the beneficial ownership of these land upon the repayment of the full amount of the Sukuk. The Group has issued a corporate guarantee to the Sukuk holders.

The Islamic Sukuk (International) is denoted in US dollars. Since the Saudi Arabian Riyal is limited to fluctuations in the US Dollar there is no exposure to foreign exchange risk.

Islamic Sukuk - Local

This represents an Islamic Sukuk issued by the Group for the amount of SR 750 million at SAIBOR plus profit margin of 4%, maturing in 2014.

The Sukuk agreements include financial covenants, which the Group was in compliance with as at 31 December 2011.

Islamic Murabaha

This represents SR 1.8 billion Murabaha facilities from local commercial banks, in the form of lslamic Murabaha, letters of guarantee and letters of credit comprising:

1. An amount of SR 400 million in the form of long-term Islamic Murabaha, which bears finance charges at prevailing rates between local banks plus annual profit margin of 3%. The facility is being repaid in eight equal semi-annual payments starting 2010. As at 31 December 2011 an amount of SR 250 million is outstanding towards this facility.

2. An amount of SR 200 million in the form of short-term Islamic Murabaha bearing finance charges at prevailing rates between the local banks plus annual profit margin of 3%. As at 31 December 2011 an amount of SR 200 million is outstanding towards this facility.

3. An amount of SR 200 million in the form of long-term Islamic Murabaha bearing finance charges at prevailing rates between the local banks plus annual profit margin of 3.75%. The facility is being repaid in seven equal semi-annual payments starting 2011. As at 31 December 2011 an amount of SR 142.86 million is outstanding towards this facility.

4. An amount of SR 500 million in the form of long-term Islamic Murabaha, which bears finance charges at prevailing rates between local banks plus an annual profit margin of 4%. The facility is being repaid in nine equal monthly payments. As at 31 December 2011 an amount of SR 111.11 million is outstanding towards this facility.

5. An amount of SR 100 million in the form of long-term Islamic Murabaha, which bears finance charges at prevailing rates between local banks plus annual profit margin of 3.5% (minimum of 4.5%). The facility is being repaid in twenty equal quarterly payments starting 2012. As at 31 December 2011 an amount of SR 100 million is outstanding against this facility.

6. An amount of SR 400 million in the form of long-term Islamic Murabaha, which bears finance charges at prevailing rates between local banks plus an annual profit margin of 2.25% and matures in 2012. As at 31 December 2011, the Group has utilised SR 386.1 million. This facility is collateralised by specific assets of a subsidiary.

The facility agreements include certain financial covenants, which the Group was in compliance with as at 31 December 2011 and there were no defaults or breaches of loan terms during the current or preceding years.

11. COMMISSION RATE SWAP DERIVATIVES

The Group agreed to exchange fixed rate commission liability with floating rate commission amounts, calculated on agreed notional principal amounts. The commission rate swap notional amount is SR 843.75 million (US$ 225 million) maturing on 18 February 2015. The effect of this swap is to convert the fixed-rate commission expense to a floating-rate commission expense, by settling the floating rate commission on a quarterly basis, and collecting on a semi-annual basis from the counterparty bank the fixed rate on the commission rate swap.

The cumulative positive fair value of this agreement which does not qualify for hedge accounting in accordance with generally accepted accounting standards amounted to SR 52.84 million (USD 14.10 million). The change in the fair value during the year amounting to SR 25.07 million (USD 6.68 million) has been recognised as other income in the consolidated statement of income (SR 27.77 million (USD 7.40 million) for year ended 31 December 2010).

12. END OF SERVICE INDEMNITIES

The Group provides end of service benefits to its employees in accordance with the labour law provision in Saudi Arabia.

The total cost charged to consolidated statement of comprehensive income for the period was SR 3.88 million (31 December 2010: SR 2.54 million).

13. TRADE PAYABLES AND OTHERS

	2011	2010
	SR 000	**SR 000**
Trade payables	**338,596**	381,410
Accruals	**103,553**	108,872
Unpaid dividend	**36,441**	36,782
Other payables	**4,627**	1,011
	483,217	528,075

Trade payables and others principally comprise amounts outstanding for trade purchases and ongoing costs. The average credit period taken for trade purchases is 30 days (31 December 2010: 40 days).

The fair value of financial liabilities included above approximates the carrying amount.

14. CURRENT TAX LIABILITIES (ZAKAT)

a) ***The movement in provision for Zakat is as follows***:

	2011	2010
	SR 000	**SR 000**
Balance beginning of the year	**587,074**	560,074
Estimated Zakat for the current year	**49,374**	27,000
Payment made during the year	**(12,763)**	-
Estimated Zakat provision, end of the period	**623,685**	587,074

b) The Company has received the assessments from DZIT for the years 2003, 2004, 2005, 2006, 2008 and 2009 and has filed an objection for the years 2003 to 2006 which is still under the review of DZIT. The Company has not received DZIT assessment for year 2007. The filing of the consolidated zakat return for year 2010 is currently under process.

15. SHARE CAPITAL

	2011	2010
	SR 000	**SR 000**
Authorised:		
1,080,000,000 ordinary shares of SR 10 each (31 December 2010: 1,080,000,000)	**10,800,000**	10,800,000
Issued and fully paid shares of SR 10 each		
At the start of the year	**10,800,000**	10,800,000
At the end of the year	**10,800,000**	10,800,000

The Group has one class of ordinary shares which carry no right to fixed income.

16. FINANCE COSTS

	2011	2010
	SR 000	SR 000
Charges on Sukuk	**149,783**	154,421
Charges on Islamic Murabaha	**50,571**	51,972
Bank charges	**12,455**	7,918
Amortisation of finance costs	**18,291**	24,847
	231,100	239,158

During the year ended 31 December 2011 the Group had an average capitalisation effective rate of 2.9% (31 December 2010: 2.8%)

17. EARNINGS PER SHARE

The calculation of the basic and diluted earnings per share is based on the following data:

	2011	2010
	SR 000	SR 000
Earnings		
For the purpose of basic earnings per share (Net profit for the year)	**1,087,935**	1,455,711
Number of shares	**Number**	**Number**
Weighted average number of ordinary shares For the purposes of basic earnings per share	**1,080,000,000**	1,080,000,000

There is no dilution of ordinary shares and as such the basic and diluted earnings per share calculation are consistent.

18. OPERATING LEASE ARRANGEMENTS

The minimum lease payments under non-cancellable operating lease rentals are as follows:

	2011	2010
	SR 000	SR 000
Amounts due:		
Within one year	**593**	1,203
Between two and five years	**1,313**	4,050
After five years	**367**	3,079
	2,273	8,332

19. RELATED PARTY TRANSACTIONS

During the period, the Group sold residential homes to individuals who sought financing from Saudi Home Loans, which is an associate to the Group. In these instances, Saudi Home Loans pays the consideration in respect of the residential property sale to the Group on behalf of the individual. There is no recourse to the Group if such lending by Saudi Home Loans results in non performing receivables. The details of the transactions are as follows.

	2011 SR 000	2010 SR 000
Balance, beginning of the year	**1,364**	2,709
Sales during the year	**35,120**	51,546
Commission during the year	**(26)**	(49)
Collection during the year	**(36,315)**	(52,842)
Balance, end of the year	**143**	1,364

For the years ended 31 December 2011 and 2010, no transactions are entered with entities that have common Board Members or Shareholders to the Group.

In addition the Group entered into certain other transactions with related parties that did not have a significant impact on the financial position or comprehensive income of the Group.

See also note 8.

20. RETIREMENT BENEFIT PLANS

The Group makes payments to defined contribution retirement benefit plans in the form of the General Organisation of Social Insurance that are charged as an expense as they fall due. Payments are made on the basis of a percentage of qualifying salary for certain employees to this state-managed scheme.

The total cost charged to the consolidated statement of comprehensive income for the year ended 31 December was SR 3.88 million (31 December 2010: SR 2.54 million), and the outstanding contribution as at 31 December 2011 is SR 172 thousand (31 December 2010: SR nil).

21. CAPITAL MANAGEMENT

The Group manages its capital to ensure that entities in the Group will be able to continue as a going concern while maximising the return to its parent company through optimisation of debt and equity balances. The Group's overall strategy remains unchanged from 2007.

The capital structure of the Group consists of net debt, which includes the borrowings disclosed in cash and cash equivalents and equity, comprising share capital, statutory reserve, and retained earnings. The Group is not subject to any externally imposed capital requirements.

Gearing ratio

The Group consistently monitors its gearing ratio, to ensure compliance with external covenant requirements.

22. FINANCIAL RISK MANAGEMENT

The Group's principal financial liabilities are mainly comprised of Islamic Murabaha (term and annual revolving) facilities taken from banks, issue of Islamic Sukuk, trade payable and other payables to contractors and suppliers. The paramount objectives of these financial instruments are to raise the funding base for various projects as well as for the working capital requirement of the Group.

The Group also has financial assets in the form of bank deposits, cash in hand, due from related parties and trade and other receivables, which are integral and directly derived out of its regular business. On the reporting date the Group has not entered into any financial derivative contracts by way of currency hedging, commission rate swap agreements or similar instruments.

The Group's financial operations are subject to following risks.

1. Credit Risk
2. Commission Rate Risk
3. Liquidity Risk
4. Foreign Currency Risk

Credit Risk
The Credit Risk can be defined as a loss of value of an asset as a result of a failure by a customer or a counter party to such commercially valid and legally enforceable contract to comply with its obligations.

The general sales policy of the Group is "No Credit" terms, but in some cases there are enhanced payment schedules or staggered payment request by selected customers which have been accommodated. In such cases the Group has an exposure of credit risk with respect to the amount due from those customers. However, in such cases the Group holds back the final delivery or possession of the property to mitigate the risk until the full amount due is paid to the satisfaction of the contract. The monitoring and follow up of balances is completed regularly and as a result the Group's exposure to losses is limited.

With respect to the credit risk exposure of other financial assets, namely, due from related parties, bank deposits and other receivables, the maximum credit risk of the Group is limited to their carrying values, in case there is a failure of the other party to meet its obligation.

As of the reporting date, the Group does not have significant credit risk concentration with any single party or a group.

Commission Rate Risk
Commission Rate Risk is associated with a change in the commission rate available when renegotiating financial instruments that are influenced by the current global financial market conditions. The Group is exposed to commission rate risk with respect to its floating commission covenants agreed for its long term Sukuk borrowings and other Islamic Murabaha (revolving credit) facilities obtained from local banks.

The short term revolving borrowings’ rates are renegotiated at every renewal proposal to achieve the best possible commission rate to reflect the given financial credentials and related risk perception of the Group.

The Group has a specific derivative contract to manage its commission rate risk. The Group's international borrowing commission rates are primarily based on LIBOR and its local borrowings are based on SIBOR. Hence the commission exposure of the Group is variable according to the changes in the LIBOR & SIBOR.

The commission rate sensitivity analysis is performed based on the commission rate exposure of the Group for floating rate liabilities outstanding at the end of the consolidated statement of financial position date. The calculations are done on floating commission rates assuming the liabilities outstanding for a whole year as at the consolidated statement of financial position date.

During the period under review the average rate of 3 months LIBOR varied between 0.58 % and 0.33 % (0.54 % and 0.29 % for 2010) and SIBOR varied between 0.78 % and 0.60 % (0.75 % and 0.72 for 2010).

The sensitivity of commission variance on the Group's external borrowings which affects the consolidated financial statements of the Group is shown below:

	2011	**2010**
	SR 000	**SR 000**
+ 25 basis points	**16,509**	17,316
- 25 basis points	**(16,509)**	(17,316)

The net profit of the Group for the reported period would have been affected by the above amount as a result of such changes in floating commission rates. Due to the capitalisation of borrowing costs directly attributed to projects in progress, there would be timing differences on such an impact to the Group's current profit and loss account and the current impact would be limited to around 50%, as historically, the management capitalises approximately 49% of borrowing costs to projects in progress as explained in note 2.9.

Liquidity Risk
Liquidity Risk can result from a difficulty to meet the financial commitments and obligations of the Group as per the agreed terms and covenants.

To mitigate the liquidity risk and associated losses of business and brand value opportunities; the Group, where possible, keeps sufficient liquid assets in all business conditions. The Group refrains from funding its long term capital requirements through short term borrowings and related party current account transactions. Currently the long term projects are funded from long term or revolving borrowings only. The Group also has a dynamic cash flow assessment policy and system by which it can estimate and plan the maturities as well as required resources to meet such obligations.

The weighted average effective commission rate for the year ended 31 December 2011 is 4.9% (31 December 2010: 4.6%). See notes 10 and 13 for further details.

Foreign Currency Risk
Foreign Currency Risk is associated with the change in the value of the carrying value in the functional currency due to the variation of the underlying foreign currency obligation or right by way of transaction or translation reasons. The functional currency of the Group is the Saudi Riyal that is pegged against the US Dollar with a fixed exchange rate of 3.75 Saudi Riyals per US Dollar. Since transactions, other than US Dollars, are negligible; the Group does not assume any significant foreign currency risk.

Derivative Financial Instruments Risk

As part of its asset and liability management, the Group uses derivatives for hedging its exposure to commission rate and cash flow risks. This is generally achieved by hedging specific transactions. The Group uses derivative instruments primarily to manage exposures to foreign currency and commission rate risks. The Group's principal objective in holding derivatives is to reduce the cash outflows associated with changes in foreign currency and fixed commission rates. The Group's derivatives are exposed to credit risk to the extent of that counterparty's inability to meet the contractual obligations. The Group mitigates such risks by dealing with major financial institutions as its counterparties. The group Management does not expect any material losses or risk from the default of counterparties as the potential risk of such defaults is periodically monitored.

23. COMMITMENTS

To complete the long term construction and development of investment and development properties, the Group have committed to a number of contractual arrangements and agreements. Such contracts are cancellable at the Group's discretion with no penalties. The estimated uncompleted contracts outstanding as at 31 December 2011 amounts to SR 195 million (31 December 2010: SR 369 million).

These commitments are expected to be settled within the duration of the projects in progress and shall be funded through prospective property sales and external borrowings, if necessary.

24. CONTINGENCIES

During the normal course of business there are general litigations and legal claims. Management takes legal advice as to the likelihood of success of claims and no provision is made when the action is unlikely to succeed.

At 31 December 2011 there were no significant claims notified (31 December 2010: None).

25. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform to the presentation adopted in the current period.

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ANNEX B

BASE PROSPECTUS SUPPLEMENT

BASE PROSPECTUS SUPPLEMENT DATED 19 MAY 2014
TO THE BASE PROSPECTUS DATED 14 NOVEMBER 2013

Dar Al-Arkan Sukuk Company Ltd.

(*incorporated in the Cayman Islands with limited liability*)

U.S.$1,200,000,000

Trust Certificate Issuance Programme

This base prospectus supplement (the **Supplement**) supplements, and must be read in conjunction with, the base prospectus dated 14 November 2013 (the **Base Prospectus**) prepared by Dar Al-Arkan Sukuk Company Ltd. (the **Trustee**) and Dar Al-Arkan Real Estate Development Company (**Dar Al-Arkan**) in connection with the Trust Certificate Issuance Programme (the **Programme**) established by the Trustee for the issuance of up to U.S.$1,200,000,000 in aggregate face amount of trust certificates (the **Trust Certificates**), and any other supplements to the Base Prospectus issued by the Trustee.

Terms defined in the Base Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

This Supplement has been approved by the Central Bank of Ireland (the **Irish Central Bank**), as competent authority under Directive 2003/71/EC, as amended (which includes the amendments made by Directive 2010/73 to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area) (the **Prospectus Directive**). The Irish Central Bank only approves this Supplement as meeting the requirements imposed under Irish and European Union law pursuant to the Prospectus Directive. This Supplement constitutes a supplement for the purposes of Article 16 of the Prospectus Directive.

Each of the Trustee and Dar Al-Arkan accepts responsibility for the information contained in this Supplement. To the best of the knowledge of each of the Trustee and Dar Al-Arkan (each having taken all reasonable care to ensure that such is the case) the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

The purpose of this Supplement is to update the disclosure in the Base Prospectus relating to, *inter alia*: (i) the audited consolidated financial statements of Dar Al-Arkan as at and for the year ended 31 December 2013; (ii) the unaudited interim condensed consolidated financial statements of Dar Al-Arkan as at and for the three month period ended 31 March 2014; (iii) the issuance of U.S.$300 million Trust Certificates due 2016 under the Programme; (iv) the repayment of Dar Al-Arkan's SAR 750 million (U.S.$200.27 million) local Riyal-denominated floating rate sukuk; and (v) a change of director on Dar Al-Arkan's Board of Directors.

IMPORTANT NOTICES

Information which is updated by reference to one section of the Base Prospectus may be repeated or referred to in other sections of that document. Accordingly, to the extent that there is any inconsistency between (a) any statement in this Supplement and (b) any other statement in the Base Prospectus, the statements in this Supplement will prevail.

Save as disclosed in this Supplement, no other significant new fact, material mistake or inaccuracy relating to the information included in the Base Prospectus which is capable of affecting the assessment of the Trust Certificates issued under the Programme has arisen or been noted, as the case may be, since publication of the Base Prospectus.

Copies of this Supplement and the Base Prospectus can be: (i) viewed on the website of the Irish Central Bank at *www.centralbank.ie*; and (ii) obtained on written request and without charge from the registered office of the Trustee and from the specified office of the Principal Paying Agent.

There has been no significant change in the financial or trading position of Dar Al-Arkan and its subsidiaries, taken as a whole, since 31 March 2014 and there has been no material adverse change in the financial position or prospects of Dar Al-Arkan and its subsidiaries, taken as a whole, since 31 December 2013.

UPDATES TO THE BASE PROSPECTUS

With effect from the date of this Supplement, the information appearing in, or incorporated by reference into, the Base Prospectus shall be supplemented and/or amended in the manner described in this Supplement.

The information included in this section supplements the information contained in the Base Prospectus regarding Dar Al-Arkan. To the extent the information in this section is inconsistent with the information contained in the Base Prospectus, the information in this section supersedes and shall take precedence over such information. Capitalised terms not defined in this section have the meanings ascribed to them in the Base Prospectus.

FINANCIAL INFORMATION

Dar Al-Arkan has published its audited consolidated financial statements as at and for the year ended 31 December 2013 and its unaudited interim condensed consolidated financial statements as at and for the three month period ended 31 March 2014.

A copy of the audited consolidated financial statements as at and for the year ended 31 December 2013, together with the independent auditor's audit report in respect of these financial statements is attached as Annex A to this Supplement and, by virtue of this Supplement, are therefore incorporated in and form part of the Base Prospectus.

A copy of the unaudited interim condensed consolidated financial statements as at and for the three month period ended 31 March 2014, together with the independent auditor's limited review report in respect of these financial statements is attached as Annex B to this Supplement and, by virtue of this Supplement, are therefore incorporated in and form part of the Base Prospectus.

RECENT DEVELOPMENTS

Issuance of Sukuk VI

On 25 November 2013, the Trustee issued U.S.$300 million Trust Certificates due 2016 (**Sukuk VI**) under the Programme, with a maturity date of 25 November 2016. Outstanding amounts under Sukuk VI bear finance charges of 5.75 per cent. per annum, payable semi-annually in arrears. Sukuk VI are listed on the regulated market of the Irish Stock Exchange.

Repayment of Sukuk III

On 23 December 2013, Dar Al-Arkan purchased, and subsequently cancelled, SAR 650 million of its outstanding SAR 750 million (U.S.$200.27 million) local Riyal-denominated floating rate sukuk due 2014 which was issued in May 2009 (**Sukuk III**). The remaining SAR 100 million (U.S.$26.70 million) of Sukuk III was redeemed at maturity on 14 April 2014.

Eastern Province Project

On 27 April 2014, Dar Al-Arkan announced a new master-planned community project in the Eastern Province located between Dammam and Ras Tanura (the **Eastern Province Project**). The Eastern Province Project is intended to be an integrated community project, providing residential units, together with public service and commercial facilities, hotels, educational institutions and retail areas and will be developed on a total land area of approximately 8.2 million square metres, of which 1.5 million square metres is owned by Dar Al-Arkan. Dar Al-Arkan will act as the master developer of the project, undertaking the master planning and infrastructure development. The Eastern Province Project is in its preliminary stages, with the planning and design of the project scheduled to take place throughout 2014 and early 2015.

Acquisition

In line with the strategy of Dar Al-Arkan to build an income-generating portfolio of rental properties in order to establish a steady revenue stream from rental income, Dar Al-Arkan acquired 1,071 apartments and 11 villas in the Al-Qasr project in Riyadh, the Kingdom of Saudi Arabia and 267 villas in the Al-Tilal project in Madinah, the Kingdom of Saudi Arabia, during the first quarter of 2014. This acquisition is reflected in the unaudited interim condensed consolidated financial statements of Dar Al-Arkan as at and for the three month period ended 31 March 2014.

Change in Director

On 6 April 2014, the Board of Directors of Dar Al-Arkan approved the resignation of Mr. Fahd Saleh Abdulaziz Al Ajlan, effective as of 30 March 2014. Mr. Al Ajlan was an independent director representing the General Organization of Social Insurance (**GOSI**). On 6 April 2014, the Board of Directors appointed Eng. Saleh Bin Mrikhan AlMutairi to replace Mr. Al Ajlan as GOSI's representative on the Board of Directors.

Eng. AlMutairi has held the position of Health and Safety Expert and Environmental Specialist at GOSI since 2001, as well as being a member of the Board of Managers of the National Tourism Company (Syaheya). Eng. AlMutairi holds a bachelor's degree in Chemical Engineering from King Fahd University of Petroleum and Minerals and a master's degree in Environmental Sciences from King Saud University.

ANNEX A

DAR AL ARKAN

REAL ESTATE DEVELOPMENT COMPANY

SAUDI JOINT STOCK COMPANY

CONSOLIDATED FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT FOR THE YEAR ENDED 31 DECEMBER 2013

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED 31 DECEMBER 2013

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Dar Al Arkan Real Estate Development Company
(A Saudi Joint Stock Company)
Riyadh – Kingdom Of Saudi Arabia

We have audited the accompanying consolidated financial statements of Dar Al Arkan Real Estate Development Company (A Saudi joint stock company) and its subsidiaries (the "Group"), which comprise the consolidated statement of financial position as at December 31, 2013, and the consolidated statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Group as at December 31, 2013, and its financial performance and cash flows for the year then ended in accordance with International Financial Reporting Standards.

Emphasis of a Matter

This report is issued in conformity with International Financial Reporting Standards for management purposes and should not be considered as replacement to the Company's consolidated financial statements issued in accordance with Generally Accepted Accounting Principles in the Kingdom of Saudi Arabia.

Deloitte & Touche
Bakr Abulkhair & Co.

Ehsan A. Makhdoum
License No. 358

Rabi Al Thani 18, 1435 H
February 18, 2014

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS AT 31 DECEMBER 2013

	Notes	2013	2012
		SR 000	SR 000
ASSETS			
Non-current assets			
Investment properties, net	5	**2,694,638**	2,737,060
Development properties	6	**15,581,373**	14,868,656
Property and equipment, net	7	**74,370**	77,674
Investments in associates	8	**747,407**	744,157
Other assets		**132**	264
Total non-current assets		**19,097,920**	18,427,811
Current assets			
Development properties	6	**971,639**	891,034
Trade receivables and others	9	**1,848,641**	2,125,673
Cash and cash equivalents		**2,279,132**	535,771
Total current assets		**5,099,412**	3,552,478
TOTAL ASSETS		**24,197,332**	21,980,289
LIABILITIES AND SHAREHOLDERS' EQUITY			
Non-current liabilities			
Long-term borrowings	10	**5,159,269**	3,289,359
End of service indemnities	12	**17,348**	16,575
Total non-current liabilities		**5,176,617**	3,305,934
Current liabilities			
Short-term borrowings	10	**744,308**	1,095,120
Trade payables and others	13	**683,341**	623,807
Current tax liabilities (Zakat)	14	**600,245**	644,069
Total current liabilities		**2,027,894**	2,362,996
Total liabilities		**7,204,511**	5,668,930
Shareholders' Equity			
Share capital	15	**10,800,000**	10,800,000
Statutory reserve		**884,914**	816,768
Retained earnings		**5,307,907**	4,694,591
Total shareholders' equity		**16,992,821**	16,311,359
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		**24,197,332**	21,980,289

The accompanying notes form an integral part of these consolidated financial statements

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 31 DECEMBER 2013

	Notes	2013 SR 000	2012 SR 000
Revenue		**2,931,168**	**3,557,072**
Cost of revenue		**(1,778,097)**	(2,163,366)
GROSS PROFIT	4	**1,153,071**	1,393,706
General, administrative, selling and marketing expenses		**(151,159)**	(154,601)
Depreciation	(5,7)	**(4,011)**	(21,197)
OPERATING PROFIT		**997,901**	1,217,908
Share of income from investment in associates	8 a	**3,250**	850
Finance costs	16	**(341,481)**	(297,567)
Other income, net		**39,320**	92,776
PROFIT BEFORE ZAKAT		**698,990**	1,013,967
Zakat expense	14 a	**(17,528)**	(25,430)
NET PROFIT FOR THE YEAR		**681,462**	988,537
Other comprehensive income:			
Other comprehensive income for the year		**-**	-
Total comprehensive income for the year		**681,462**	988,537
Total comprehensive income attributable to:			
Dar Al Arkan shareholders		**681,462**	988,537
Earnings per share (in Saudi Riyals)			
Basic and diluted	17	**0.63**	0.92

The accompanying notes form an integral part of these consolidated financial statements

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
FOR THE YEAR ENDED 31 DECEMBER 2013

	Share capital	Statutory reserve	Retained earnings	Dar Al Arkan share-holders' equity	Non-Controlling interest	Total equity
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
2012						
Balance as at 1 January 2012	10,800,000	716,768	3,806,054	15,322,822	264,741	15,587,563
Transferred/ de-consolidated	-	-	-	-	(264,741)	(264,741)
Transfer to statutory reserve	-	100,000	(100,000)	-	-	-
Net profit for the year	-	-	988,537	988,537	-	988,537
Other comprehensive	-	-	-	-	-	-
Total comprehensive income for the year	-	-	988,537	988,537	-	988,537
Balance as at 31 December 2012	10,800,000	816,768	4,694,591	16,311,359	-	16,311,359
2013						
Balance as at 1 January 2013	**10,800,000**	**816,768**	**4,694,591**	**16,311,359**	**-**	**16,311,359**
Transfer to statutory reserve	**-**	**68,146**	**(68,146)**	**-**	**-**	**-**
Net profit for the year	-	-	681,462	681,462	-	681,462
Other comprehensive	-	-	-	-	-	-
Total comprehensive income for the year	**-**	**-**	**681,462**	**681,462**	**-**	**681,462**
Balance as at 31 December 2013	**10,800,000**	**884,914**	**5,307,907**	**16,992,821**	**-**	**16,992,821**

The accompanying notes form an integral part of these consolidated financial statements

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 31 DECEMBER 2013

	2013	2012
	SR 000	SR 000
OPERATING ACTIVITIES		
Profit before Zakat	**698,990**	1,013,967
Adjustment for:		
Depreciation	**50,499**	42,521
End of service indemnities	**2,133**	3,252
Finance costs	**341,481**	297,567
Gain on disposal of investment in associates	**-**	(56,700)
Share of profit from investment in associates	**(3,250)**	(850)
Operating cash flows before movements in working capital	**1,089,853**	1,299,757
Development properties	**(793,322)**	(498,585)
Trade receivables and others	**277,032**	(391,061)
Other assets	**132**	703
Trade payables and others	**59,534**	(50,114)
Cash from operations	**633,229**	360,700
Finance costs	**(313,959)**	(264,086)
Zakat paid	**(61,352)**	(5,046)
End-of-service indemnities paid	**(1,360)**	(835)
NET CASH FROM OPERATING ACTIVITIES	**256,558**	90,733
INVESTING ACTIVITIES		
Investment properties	**(4,066)**	(20,843)
Proceeds from disposal of investment in associates	-	1,001,700
Purchase of property and equipment	**(707)**	(455)
NET CASH (USED IN)/ FROM INVESTING ACTIVITIES	**(4,773)**	980,402
FINANCING ACTIVITIES		
Long term borrowings	**1,491,576**	(3,041,138)
NET CASH FROM/(USED IN) FINANCING ACTIVITIES	**1,491,576**	(3,041,138)
INCREASE IN CASH AND CASH EQUIVALENTS	**1,743,361**	(1,970,003)
CASH AND CASH EQUIVALENTS, BEGINNING OF THE YEAR	**535,771**	2,505,774
CASH AND CASH EQUIVALENTS, END OF THE YEAR	**2,279,132**	535,771
Non-cash transactions related to deconsolidation of a subsidiary (Note 8)		
Development properties	**-**	**599,584**
Investment in associates	**-**	**(525,547)**
Non-controlling Interests	**-**	**(264,741)**
Trade payables and others (due to related parties note 19b)	**-**	**190,704**

The accompanying notes form an integral part of these consolidated financial statements

1. GENERAL INFORMATION

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY (the "Company"), is a Saudi Joint Stock Company established under the Company Laws & Regulations of The Kingdom of Saudi Arabia. The Company is registered in Riyadh under Commercial Registration No 1010160195 dated 16/04/1421H, corresponding to 18/07/2000 G. The Company is domiciled in The Kingdom of Saudi Arabia (K.S.A.) and its registered office address is P.O. Box No: 105633, Riyadh-11656, K.S.A.

The equity shares of the Company are listed with the security market of The Kingdom of Saudi Arabia.

The Company and its Subsidiaries are collectively called "the Group" and is predominantly engaged in the business of development, sale and leasing of real estate projects and associated activities. The Company manages its activities through subsidiaries established for each line of business. These Subsidiaries operate under their own commercial registration and are summarised below:

DAR AL-ARKAN PROPERTIES COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No. 1010254063, dated 25/7/1429 H (corresponding to 28/7/2008 G). It operates in development and acquisition of commercial and residential real estate. It provides management, operation and maintenance of residential and commercial buildings and public facilities.

DAR AL-ARKAN PROJECTS COMPANY – is a limited liability company, a wholly owned subsidiary, company registered in Riyadh under the Commercial Registration No. 1010247583, dated 28/3/1429 H (corresponding to 5/4/2008 G). It operates in general construction of residential and commercial buildings (construction, maintenance, demolition and restructuring).

DAR AL-ARKAN COMMERCIAL INVESTMENT COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010247585, dated 28/3/1429 H (corresponding to 5/4/2008 G). It operates in purchase and acquisition, lease of real estate investments.

DAR AL-ARKAN SUKUK COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010256421, dated 16/9/1429 H (corresponding to 16/9/2008 G). It operates in Real Estate investments and development.

SUKUK AL-ARKAN COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010274407, dated 11/10/1430 H (corresponding to 01/10/2009 G). It operates in development, maintenance and management of real estates, purchase of land and general contracting.

THAWABIT INVESTMENT COMPANY– is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010275449, dated 30/10/1430 H (corresponding to 19/10/2009 G). It operates in Real Estate investments and development.

DAR SUKUK INTERNATIONAL COMPANY – is a limited liability company, formerly known as Siyada investment Company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010275448, dated 30/10/1430 H (corresponding to 19/10/2009 G). It operates in Real Estate investments and development.

Dar Al-Arkan Real Estate Development Company wholly owns directly and indirectly the above mentioned subsidiaries.

The accompanying consolidated financial statements include the assets, liabilities and the results of operations of the subsidiaries mentioned above.

Non-controlling Interest

The Group has invested in Khozam Real Estate Development Company; a majority owned subsidiary and maintained control of the operations and consolidated with its financial statements up to 31 March 2012. Subsequent to 31 March 2012 the Group parent signed a technical and management service agreement (TMSA) with Khozam Real Estate Development Company (KDC) for supervision and technical support for Khozam project. Since the powers to govern the financial or operating policies of KDC are jointly bestowed with KDC shareholders', the assets and liabilities of KDC has been deconsolidated and accounted as investment in associates under equity method, hence no non-controlling interest is recognised in these financials.

2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

2.1 BASIS OF PREPARATION

The consolidated financial statements have been prepared in accordance with the International Financial Reporting Standards ("IFRS"), consistent with the Group's accounting policies with the exception of any changes to accounting policies as described below.

2.2 ADOPTION OF NEW AND REVISED STANDARDS AND INTERPRETATIONS

Standards and interpretations effective in the current year

In the current year, the Group has adopted all new Interpretations issued by the International Financial Reporting Interpretation Committee ("IFRIC") that are mandatory for adoption in the annual periods beginning on or after 1 January 2013. The adoption of these interpretations has not led to any changes in the Group's accounting policies or disclosures provided in the consolidated financial statements.

Standards and interpretations in issue but not yet adopted

The following standards, amendments and interpretations were in issue at the date of authorisation of these financial statements, but not yet effective, and therefore were not applied in these consolidated financial statements.

The impact of the adoption of these standards is currently being assessed; however the directors anticipate that the adoption of these standards, amendments and interpretations in future periods will not have a significant impact on the consolidated financial statements of the Group.

- IAS 1 Amendments - Presentation of items of other comprehensive income
- IFRS 10 - Consolidated financial statements
- IFRS 11 - Joint arrangements
- IFRS 12 - Disclosure of interests in other entities
- IFRS 13 - Fair value measurement
- IAS 19 Revised 2011 - Employee benefits
- IAS 27 Revised 2011 - Separate financial statements
- IAS 28 Revised 2011 - Associates and joint ventures
- IFRS 7 Revised 2011 - Disclosures on offsetting financial assets and liabilities
- Amendments to the basis for conclusions on IAS 1,16, 32, and 34 (annual improvements 2011)

2.3 ACCOUNTING CONVENTION

The consolidated financial statements have been prepared on the historical cost basis, as modified by the revaluation of certain financial instruments at fair value and investment in associates at equity method, the principal accounting policies are set out below.

2.4 BASIS OF CONSOLIDATION

The consolidated financial statements of the Group incorporate the financial statements of the Company and enterprises controlled by the Company (its subsidiaries) made up to 31 December 2013.

Subsidiaries
Subsidiaries are entities that are controlled by the Group. The Group controls an entity when, it is exposed, or has rights, to variable returns from its involvement with the entity and has the ability to affect those returns through its power over that entity. Subsidiaries are fully consolidated from the effective date of acquisition or up to the effective date of disposal, as appropriate.

The purchase method of accounting is used to account for the acquisition of subsidiaries by the Group. The cost of an acquisition is measured as the fair value of the assets given, equity instruments issued and liabilities incurred or assumed at the date of exchange, plus costs directly attributable to the acquisition. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are initially measured at fair value at the acquisition date irrespective of the extent of any non-controlling interests. The interests of non-controlling shareholders are stated at the non-controlling proportion of the fair values of the assets and liabilities recognised. Subsequently, any losses applicable to the non-controlling interests in excess of the non-controlling interests are allocated against the interests of the parent.

The excess of cost of acquisition over the fair value of the Group's share of identifiable net assets acquired is recognised as goodwill. Any deficiency of the cost of acquisition below the fair value of identifiable net assets acquired (i.e. discount on acquisition) is recognised directly in the consolidated statement of comprehensive income.

All intra-group transactions, balances, and unrealised gains on transactions between Group companies are eliminated on consolidation. Unrealised losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred.

Investments in associates
An associate is an entity over which the Group is in a position to exercise significant influence, but not control or joint control, through participation in the financial and operating policy decisions of the investee.

The results, assets and liabilities of associates are incorporated in these consolidated financial statements using the equity method of accounting except when classified as held for sale. Investments in associates are carried in the consolidated financial position at cost as adjusted by the post-acquisition changes in the Group's share of the net assets of the associate, less any impairment in the value of individual investments. Losses of the associates in excess of the Group's interests in those associates are recognised only to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the associate.

When a partial sale of an associate result in losing significant influence over that associate, the remaining investment is measured at fair value on the date of sale and recognised as a financial asset. The difference between the attributable share of carrying amount for the retaining interest in that associate and its fair value is included in the determination of gain or loss of the disposal of the associates. In addition, the Group reclassifies the gains or losses from equity, previously recognised in the comprehensive income to the statement of comprehensive income.

Any excess of cost of acquisition over the Group's share of the fair values of identifiable net assets of the associate or joint venture at the date of acquisition is recognised as goodwill. The goodwill is included within the carrying amount of the investment and is assessed for impairment as part of that investment. Any deficiency of the cost of acquisition below the Group's share of the fair values of identifiable net assets of the associate or joint venture at the date of acquisition (i.e. discount on acquisition) is recognised in the consolidated statement of comprehensive income.

Where a Group company transacts with an associate or joint venture of the Group, profits and losses are eliminated to the extent of the Group's interests in the relevant associate or joint venture. Losses may provide evidence of an impairment of the asset transferred in which case appropriate provision is made for impairment.

2.5 PROPERTY AND EQUIPMENT

Property and equipment are stated at cost less accumulated depreciation and any recognised impairment loss. Depreciation is charged so as to write off the cost less estimated residual value of assets, other than land, over their estimated useful lives, using the straight-line method, on the following basis:

Buildings	3%
Leasehold improvements	5% - 20%
Vehicles	25%
Machinery and tools	20%
Office equipment	20% - 25%

The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in the consolidated statement of comprehensive income.

At each date of preparation of the consolidated financial statements, the Group reviews the carrying amounts of its tangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. Where the asset does not generate cash flows that are independent from other assets, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised as an expense immediately.

2.6 INVESTMENT PROPERTIES

Investment properties, which are properties held to earn rentals and/or for capital appreciation, are stated at cost less accumulated depreciation and any recognised impairment loss. Depreciation is charged so as to write off the cost less estimated residual value of assets, other than land and properties under construction, over their estimated useful lives, using the straight-line method, on the following basis:

Buildings	3%

Gains or losses arising from the retirement or disposal of investment properties being the difference between the net disposal proceeds and carrying value are included in the consolidated statement of comprehensive income for the period of the retirement/disposal except those that relate to sale and leaseback arrangements.

2.7 DEVELOPMENT PROPERTIES

Development properties principally comprise completed projects (including properties held for sale and developed land held for sale) and projects under development (including property projects under construction, land projects under development and land waiting for development). Projects under development include those properties in progress of development or waiting for development to commence.

All development properties are accounted for at the lower of cost and net realisable value. Cost comprises direct material cost, direct labour costs, borrowing costs and those overheads that have been incurred in bringing the development properties to their present location and condition. Cost is calculated using the average method. Net realisable value represents the estimated selling price less all estimated costs to completion and selling costs to be incurred.

The operating cycle of development properties is such that the majority of development properties will not be realised within 12 months. These have been split between non-current and current development properties.

2.8 IMPAIRMENT OF TANGIBLE ASSETS

At the date of each consolidated statement of financial position, the Group reviews the carrying amounts of its tangible assets for any indication that those assets have suffered impairment losses. When such an indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. Recoverable amount is the higher of fair value less costs to sell and value in use. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised in the consolidated statement of comprehensive income.

2.9 ISLAMIC BORROWING COSTS

Islamic borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. All other borrowing costs are recognised in finance costs in the consolidated statement of comprehensive income in the period in which they are incurred.

2.10 FINANCIAL INSTRUMENTS

Financial assets and financial liabilities are recognised on the Group’s consolidated statement of financial position when the Group has become a party to the contractual provisions of the instrument.

Trade receivables

Trade receivables are classified as loans and receivables and are initially recognised at fair value. They are subsequently measured at their amortised cost using the effective interest rate method less any provision for impairment. A provision for impairment is made where there is objective evidence, including customers with financial difficulties or in default on payments, that amounts will not be recovered in accordance with original terms of the agreement. A provision for impairment is established when the carrying value of the receivable exceeds the present value of the future cash flow discounted using the original effective commission rate. The carrying value of the receivable is reduced through the use of an allowance account and any impairment loss is recognised in the consolidated statement of comprehensive income.

Cash and cash equivalents

Cash and cash equivalents comprise cash in hand and at bank and other short-term deposits held by the Group with original maturities of less than three months.

Financial liabilities

Financial liabilities include Islamic Sukuk and Islamic Murabaha and are classified according to the substance of the respective contractual arrangement and are initially measured at their fair value, net of transaction costs. Financial liabilities are subsequently carried at their amortised cost, with commission cost being recognised on an effective yield basis in the consolidated statement of comprehensive income over the term of the instrument.

Trade payables

Trade payables are initially recognised at fair value and subsequently at amortised cost using the effective interest rate method.

Islamic variable financial instruments

The Group initially recognises Islamic variable financial instruments as either a financial asset or a financial liability, at fair value, and subsequently re-measured to their fair value at the end of each reporting period. The accounting for changes in the fair value of an Islamic variable financial instrument depends on the intended use and the resulting designation of the Islamic variable financial instrument. The resulting gain or loss is recognised in the consolidated statement of comprehensive income immediately, unless the Islamic variable financial instrument is designated and effective as a hedging instrument, in which event the timing of the recognition in profit or loss depends on the nature of the hedge relationship.

For an Islamic variable financial instrument designated as a fair value hedge, the gain or loss is recognised in the consolidated statement of comprehensive income in the period of change together with the offsetting loss or gain on the hedged item attributed to the risk being hedged. Hedge accounting is discontinued when the Group revokes the hedging relationship, when the hedging instrument expires or is sold, terminated, or exercised, or when it no longer qualifies for hedge accounting. The fair value adjustment to the carrying amount of the hedged item arising from the hedged risk is amortised to profit or loss from that date.

2.11 REVENUE RECOGNITION

Revenue represents the sale of development properties and rental activities. Revenue for sale of development properties is recognised to the extent that it is probable that economic benefits will flow to the Group and significant risks and rewards of ownership have been transferred to the buyer, which is assessed to be at the time of legal completion of the sale or unconditional exchange. Revenue is measured at the fair value of consideration received. With respect to rental income, the Group recognises revenue on a straight line basis over the lease term.

2.12 ZAKAT TAXATION

Zakat is calculated pursuant to Zakat Regulation in the Kingdom of Saudi Arabia and recognised in the consolidated statement of comprehensive income in each year. The provision is based on an estimate of Zakat that is adjusted in the financial period in which the final assessment of Zakat is issued. Any change in the estimate resulting from the final assessment is recognised in that period.

2.13 FOREIGN CURRENCIES

Transactions in currencies other than Saudi Riyals, the presentational and functional currency of each subsidiary within the Group, are recorded at the rates of exchange prevailing on the dates of the transactions. At the date of each consolidated statement of financial position, monetary assets and liabilities that are denominated in foreign currencies are retranslated at the rates prevailing at that date Non-monetary assets and liabilities carried at fair value, that are denominated in foreign currencies, are translated at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated. The resulting exchange gains or losses are recognised in the consolidated statement of comprehensive income.

2.14 STATUTORY RESERVE

According to the article (176) of the Companies' Regulation, the Group is required to retain 10% of net income in the statutory reserve. The Group may stop the transfers when this reserve reaches 50% of the share capital. This reserve is not available for dividend distribution.

2.15 END OF SERVICE INDEMNITIES

The Group provides end of service benefits to its employees in accordance with the labour law provisions of Saudi Arabia. The entitlement to these indemnities is based upon the employee's final salary, length of service and the completion of a minimum service period. The costs of these indemnities are accrued over the period of employment, based on the estimated ultimate payment.

2.16 RETIREMENT BENEFIT COSTS

The Group makes contributions in line with the General Organisation for Social Insurance Regulations and are calculated as a percentage of employees' wages. Payments made to state-managed retirement benefit schemes are dealt with as payments to defined contribution plans where the Group's obligations under the schemes are equivalent to those arising in a defined contribution retirement benefit plan. Payments made to defined contribution retirement benefit plans are charged as an expense as they fall due.

2.17 LEASING

Rentals payable under operating leases are charged to the consolidated statement of comprehensive income on a straight-line basis over the term of the relevant lease.

3 CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

Estimates and judgments are continually evaluated and are based on historical experience, internal controls, advice from external experts and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

The Group makes estimates and assumptions concerning the future. The resulting accounting judgments will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial periods are discussed below:

Revenue Recognition
The Group recognises revenue on its development properties when significant risks and rewards of ownership transfer to the buyer, which is assessed to be at the time of legal completion of the sale or unconditional exchange.

With respect to land projects, the Group receives an initial non-refundable deposit with the balance being paid on a deferred basis, which typically does not exceed three months. The Group recognises the full amount of the consideration at the time the sale contract is signed.

With respect to residential and commercial projects, The Group typically receives an initial deposit on the signature of the sales contract and a final payment on delivery of the units. Revenue from the sale of these properties is only recognized when the completed property is delivered to the purchaser.

With respect to rental income, the Group recognises revenue on a straight line basis over the lease term.

Recognition of cost of sales

The Group has developments which typically contain a number of individual projects within each development. In order to determine cost of sales related to properties or units sold during the year, management must estimate and to average the costs of the entire development, including infrastructure costs and overall construction costs. These costs must then be allocated to each project within the development and each unit within a project. These estimates are reviewed regularly on a profit per project basis and revised as necessary. Any significant change in these estimates may result in additional costs being recorded in future periods related to revenue recognised in a prior period.

Classification of properties

The Group's properties are classified as either development properties or investment properties. Management has made various judgments to determine whether a property qualifies as an investment property (properties held to earn rentals and/or for capital appreciation) or as a development property that comprises properties held for sale, developed land held for sale, property projects under construction, land projects under development and land awaiting development. In making its judgment, management considers its intended use of property. When management assess that certain investment properties will be disposed off, their carrying cost will be transferred to development properties as long as they are under development and not generating revenues. Further, at each reporting date management categorises individual projects as long term or short term depending on its estimated completion date. If a completion date is expected to be within a year of the consolidated statement of financial position date, the project is classified as current.

Investment Properties

Investment properties are the interests in land and/or buildings that are held for their investment potential for generating lease revenues and/or capital appreciation or both. These are not used for generating sales revenues through normal business operations. The investment properties are initially recognised at cost and the cost of an acquisition is measured at fair value of the assets acquired / transferred. All developments costs directly attributable to the properties are capitalized to derive the total cost. Current carrying cost represents total cost for under construction properties and for the completed properties it is total cost less accumulated depreciation. During the construction phase the management does not believe the fair values are reliably determinable, however the group encourages independent valuation for the completed properties, to assess their fair value, wherever appropriate and reliable. Any sustained depletion in the fair value of a property compared to its current cost is recognised as impairment loss in the consolidated statement of comprehensive income.

Carrying value of development properties

The Group's principal activity is currently the development and sale of land and the development and sale of residential and commercial property. Due to the nature of this activity, much of the development is speculative in nature. Accordingly, the consolidated statement of financial position at 31 December 2013 reflects current assets that are not covered by forward sales contracts.

The Group assesses the net realisable value of its investment properties and its development properties at each reporting date. This assessment is based on a profit per project basis and compares the carrying and future costs to the expected selling price per unit based on historical activities. As a result of this process, there have been no instances where the estimated net realisable value of the site was less than its current carrying value within the consolidated statement of financial position. A change of these estimates in the future could have an impact on the valuation of the development properties.

4. REPORTING SEGMENTS

Management has organised the Group into three segments. Management develops its strategic planning and business model around these segments that consist of:

- Projects – the development of basic infrastructure on undeveloped land ("Land Projects") and the development of residential and commercial projects and the sale of units on such projects ("Residential and Commercial Projects").
- Investments – the investment in companies that Management believes are complementary to the Group's real estate development operations.
- Properties – management of properties that the Group has retained as rental properties including commercial and residential units on its Master-Planned Communities.

The Group does not allocate share of profits of associates, general administration, selling and marketing costs including directors' salaries, finance costs, other income and Zakat expense to its segments. Substantially all of segment operating activity (including revenue and costs) for the year ended 31 December 2013 and 2012 was generated from the Projects segment and as a result there is no breakout provided of revenue and segment profit by segment. The accounting policies of the reportable segments are the same as the Group's accounting policies described in Note 2.

The Group operates exclusively in Saudi Arabia and all its revenues are derived from its portfolio of properties which the Group manages.

Major products

The revenue and gross margin from sales of land, sales of residential and commercial projects and leasing of properties are presented below:

	2013	2012
	SR 000	**SR 000**
REVENUES		
Sales of residential properties	**459**	25,293
Sales of land	**2,822,281**	3,478,997
Leasing of properties	**108,428**	52,782
Total	**2,931,168**	3,557,072
COST OF REVENUES		
Residential properties	**363**	21,026
Land	**1,731,246**	2,121,016
Leasing of properties	**46,488**	21,324
Total	**1,778,097**	2,163,366
GROSS PROFIT		
Residential properties	**96**	4,267
Land	**1,091,035**	1,357,981
Leasing of properties	**61,940**	31,458
Total	**1,153,071**	1,393,706

5. INVESTMENT PROPERTIES, NET

	2013	2012
	SR 000	SR 000
COST		
At beginning of the year	2,784,469	2,763,626
Additions during the year	4,066	15,575
Capitalisation of borrowing costs	-	5,268
At end of the year	2,788,535	2,784,469
ACCUMULATED DEPRECIATION		
At beginning of the year	47,409	10,273
Charge during the year	46,488	37,136
At end of the year	93,897	47,409
CARRYING AMOUNT AT THE END OF THE YEAR	2,694,638	2,737,060

Included within investment properties is land with an original cost of SR 578.1 million (31 December 2012: SR 578.1 million).

6. DEVELOPMENT PROPERTIES

	2013	2012
	SR 000	SR 000
Property projects under development	2,718,238	3,214,085
Developed land	1,936,614	2,124,441
Land projects under development	10,926,521	9,530,130
Non-current assets	15,581,373	14,868,656
Property projects under development	44,529	46,702
Developed land	927,110	844,332
Current assets	971,639	891,034
Total development properties	16,553,012	15,759,690

Included within Land projects under development is land worth SR 4.86 billion (31 December 2012: SR 5.61 billion), which represents the Group's share of co-ownership with third parties according to the contracts of land development.

During the year the Group's management and directors conducted an internal review and valuation of the real estate portfolio consisting of investment properties and development properties which resulted in a fair value amounting to SR 29.45 billion (December 31, 2012: SR 28.3 billion) for a total cost of SR 19.25 billion (December 31, 2012: SR 18.5 billion), indicating an average uplift of 53% across the real estate portfolio. The management believes that the resultant uplift on the book value is realistic indication of the fair value of the properties of the Group.

The movement in development properties during the years ended 31 December 2013 and 2012 is as follows:

Non-current assets	Property projects under development	Developed land	Land projects under development	Total
	SR 000	SR 000	SR 000	SR 000
2013				
Balance at 1 January 2013	**3,214,085**	**2,124,441**	**9,530,130**	**14,868,656**
Additions	**25,636**	**43,187**	**2,285,804**	**2,354,627**
Capitalisation of borrowing costs	**88,539**	**-**	**-**	**88,539**
Disposals	**(610,022)**	**(231,014)**	**(889,413)**	**(1,730,449)**
Balance at 31 December 2013	**2,718,238**	**1,936,614**	**10,926,521**	**15,581,373**
2012				
Balance at 1 January 2012	3,868,580	759,757	9,061,280	13,689,617
Additions	2,520	73,901	2,300,848	2,377,269
Capitalisation of borrowing costs	141,897	-	-	141,897
Transfers	42,764	1,290,783	(642,348)	691,199
Disposals	(841,676)	-	(1,189,650)	(2,031,326)
Balance at 31 December 2012	3,214,085	2,124,441	9,530,130	14,868,656

Current assets	Property projects under development	Developed land	Total
	SR 000	SR 000	SR 000
2013			
Balance at 1 January 2013	**46,702**	**844,332**	**891,034**
Additions/ adjustments	**(1,810)**	**83,575**	**81,765**
Disposals	**(363)**	**(797)**	**(1,160)**
Balance at 31 December 2013	**44,529**	**927,110**	**971,639**
2012			
Balance at 1 January 2012	64,469	2,106,603	2,171,072
Additions	3,259	118,202	121,461
Transfers	-	(1,290,783)	(1,290,783)
Disposals	(21,026)	(89,690)	(110,716)
Balance at 31 December 2012	46,702	844,332	891,034

7. PROPERTY AND EQUIPMENT, NET

2013	Land and buildings	Leasehold improvement	Vehicles	Machinery and tools	Office equipment	Total
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
COST						
Balance at 1 January 2013	109,145	19,037	9,250	13,536	39,411	190,379
Additions for the year	-	-	-	-	707	707
Balance at 31 December 2013	109,145	19,037	9,250	13,536	40,118	191,086
ACCUMULATED DEPRECIATION						
Balance at 1 January 2013	33,075	18,866	9,184	13,404	38,176	112,705
Depreciation for the year	3,016	104	64	38	789	4,011
Balance at 31 December 2013	36,091	18,970	9,248	13,442	38,965	116,716
CARRYING AMOUNT AT 31 December 2013	73,054	67	2	94	1,153	74,370

2012	Land and buildings	Leasehold improvements	Vehicles	Machinery and tools	Office equipment	Total
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
COST						
Balance at 1 January 2012	109,145	19,037	9,250	13,404	39,088	189,924
Additions for the year	-	-	-	132	323	455
Balance at 31 December 2012	109,145	19,037	9,250	13,536	39,411	190,379
ACCUMULATED DEPRECIATION						
Balance at 1 January 2012	30,059	18,570	9,040	13,268	36,383	107,320
Charge for the year	3,016	296	144	136	1,793	5,385
Balance at 31 December 2012	33,075	18,866	9,184	13,404	38,176	112,705
CARRYING AMOUNT AT 31 DECEMBER 2012	76,070	171	66	132	1,235	77,674

8. INVESTMENTS IN ASSOCIATES

Investment in associates represents investments in share of companies, where the Group exercises significant influence. The shares of these companies are not publicly traded. The Group's ownership in these privately owned companies ranges from 15% to 51%. For entities where the investment is less than 20%, management believes that it is able to exert significant influence due to its involvement at board level. Movement in investments in associates is as follows:

a. *Investments in associates*:

	2013	2012
	SR 000	SR 000
Investments, beginning of year	**744,157**	1,162,760
Transfer on deconsolidation during the year	**-**	525,547
Sold during the year	**-**	(945,000)
Share of profit during the year	**3,250**	850
Investments, end of year	**747,407**	744,157

b. Summarised details of holding in respect of the Group's associates is set out below:

Name of the entity	Amount invested	% of Holding
	SR 000	
Saudi Home Loans	**120,000**	**15%**
Alkhair Capital Saudi Arabia	**102,000**	**34%**
Khozam Real Estate Development Company	**525,547**	**51%**
Accumulated share of losses	**(140)**	
Balance, end of the year	**747,407**	

c. Summarised financial information in respect of the Group's associates is set out below:

	2013	2012
	SR 000	SR 000
Total assets	**4,294,648**	3,130,861
Total liabilities	**(2,519,817)**	(1,427,922)
Net assets	**1,774,831**	1,702,939
Group's share of net assets of associates	**747,407**	744,157
Total revenue for the year	**146,199**	115,228
Total profit for the year	**69,614**	45,304
Group's share of profit for the year	**3,250**	850

Details of transactions with associates are disclosed under note 19 "Related Party Transactions" of these consolidated financial statements.

9. TRADE RECEIVABLES AND OTHERS

	2013 SR 000	2012 SR 000
Trade receivables – net provision for doubtful debts (SR 4.48 million in 2013 and 2012)	**1,364,297**	1,492,749
Trade receivables – related party (note 19a)	**143**	143
Advance payments to purchase land	**409,400**	563,270
Prepayments and others	**74,801**	69,511
	1,848,641	2,125,673

The fair value of financial assets included above approximates the carrying amount. The maximum credit taken for sales is less than 90 days, which also represents the maximum ageing of trade receivables. No penalties are charged for delayed payments.

10. LONG-TERM BORROWINGS

	2013 SR 000	2012 SR 000
Islamic Sukuk	**4,600,000**	2,437,500
Islamic Murabaha	**1,389,321**	2,002,941
	5,989,321	4,440,441
Less: Un-amortised transaction costs (note 10 b)	**(85,744)**	(55,962)
Borrowings end of the year	**5,903,577**	4,384,479
Less: Short-term borrowings	**(744,308)**	(1,095,120)
Long-term borrowings	**5,159,269**	3,289,359

a. Repayable as follows:

	2013 SR 000	2012 SR 000
Within one year	**754,632**	1,107,369
In the second year	**2,250,105**	1,233,800
In the third to fifth years inclusive	**2,984,584**	2,099,272
	5,989,321	4,440,441

b. Islamic borrowings transaction costs:

	2013	2012
	SR 000	SR 000
Balance, beginning of the year	**55,962**	55,367
Additions during the year	**63,068**	46,742
Capitalisation during the year	**(5,764)**	(12,666)
Amortisation charge for the year	**(27,522)**	(33,481)
Balance, end of the year	**85,744**	55,962

c. Analysis of borrowings:

Islamic Sukuk

This represents SR 4.60 billion of Islamic Sukuk comprising:

1) SR 1.69 billion (USD 450 million) of Islamic Sukuk carried in the books of the Group, issued by Dar International Sukuk Company II at 10.75% and maturing in 2015.
2) SR 1.69 billion (USD 450 million) of Islamic Sukuk carried in the books of the Group, issued by Dar Al-Arkan Sukuk Company Ltd. at 5.75% and maturing in 2018.
3) SR 1.12 billion (USD 300 million) of Islamic Sukuk carried in the books of the Group, issued by Dar Al-Arkan Sukuk Company Ltd. at 5.75% and maturing in 2016.
4) SR 750 million of Islamic Sukuk issued by the Group maturing in 2014 of which SR 650 million repaid and cancelled during 2013 resulting an outstanding of SR 100 million as at 31 December 2013.

The first three of the above listed Islamic Sukuk's are denoted in US dollars. Since the Saudi Arabian Riyal is limited to fluctuations in the US Dollar there is no exposure to foreign exchange risk. The investment profit is payable to the Saudi SPV, through which the Sukuk was issued, by the sale of properties owned by the Group. The beneficiary rights of these properties are with Dar Al Arkan Real Estate Development Company and its subsidiaries with the rights to buy back the ownership of these properties upon the full repayment of the Sukuk. The Group has issued a corporate guarantee to the Sukuk holders. The facility due in 2015 has index linked commission rate swap arrangements which effectively reduce the fixed rate commission (Note 11).

The Sukuk agreements include financial covenants, which the Group was in compliance with as at 31 December 2013.

Islamic Murabaha

This represents the bilateral Murabaha facilities from local and international commercial banks, secured against certain real estate properties, in the form of Islamic Murabaha, letters of guarantee and letters of credit. These facilities comprise of long- term and short- term tenures ranging from 6 months to 4 years with various repayment schedules like annual roll revolvers, bullet payments and instalment repayments ranging from monthly, quarterly and half yearly as detailed below.

Summary of the Murabahas:

Maturity date	Outstanding Balance SR 000	Short-term SR 000	Long-term SR 000
2014	**86,072**	**86,072**	**-**
2015	**749,499**	**377,727**	**371,772**
2016	**553,750**	**190,833**	**362,917**
	1,389,321	**654,632**	**734,689**

The total weighted average effective annual commission rate for the year ended 31 December 2013 is 7.6% (31 December 2012: 6.7%)

The facility agreements include certain financial covenants, which the Group was in compliance with as at 31 December 2013.

11. COMMISSION RATE SWAP

The Group, through a shari'ah compliant arrangement, agreed to exchange fixed rate commission liability with floating rate commission amounts, calculated on agreed notional principal amounts. In July 2012, the Group has replaced its existing commission rate swap with two new index linked swap facilities for a notional amount of SR 843.75 million (US$ 225 million) each, maturing on 18 February 2015 whereby the counter party banks shall periodically calculate the floating commission rate based on their respective and designated index performance for the period and settle the differential amounts, if any, with respect to the original fixed rate of the commission applicable for the securities at semi-annual basis. The index performance is capped at 10.75% and 12.55% respectively for this index linked swap facilities. The Group uses the following hierarchy for determining and disclosing the fair value of financial instruments;

- Level 1: Quoted prices in active markets for the same instrument (i.e., without modification or additions);

- Level 2: Quoted prices in active markets for similar assets and liabilities or other valuation techniques for which all significant inputs are based on observable market data and

- Level 3: Valuation techniques for which any significant input is not based on observable market data.

During October 2013, considering the steady upward change of commission rate and to avoid losses, the Group had cancelled and closed one of its index linked commission rate swap capped at 12.55%.

The cumulative fair value of this agreement which does not qualify for hedge accounting in accordance with generally accepted accounting standards amounted to SR 2.0 thousand (USD 0.5 thousand) (31 December 2012: SR 10.03 million (USD 2.67 million). The change in the fair value during the year amounting to SR 10.03 million (USD 2.67 million) has been recognised as other expense in the consolidated statement of comprehensive income (SR 42.81 million (USD 11.42 million) for the year ended 31 December 2012).

12. END OF SERVICE INDEMNITIES

The Group provides end of service benefits to its employees in accordance with the labour law provision in Saudi Arabia. The total cost charged to consolidated statement of comprehensive income for the year ended 31 December 2013 was SR 2.13 million (31 December 2012: SR 3.25 million).

13. TRADE PAYABLES AND OTHERS

	2013 SR 000	2012 SR 000
Trade payables	**267,098**	256,133
Due to related parties (note 19b)	**196,246**	198,101
Accruals	**184,248**	127,000
Unpaid dividend	**35,749**	36,027
Other payables	**-**	6,546
	683,341	623,807

Trade payables and others principally comprise amounts outstanding for trade purchases and ongoing costs. The average credit period taken for trade purchases is 30 days (31 December 2012: 30 days).

The fair value of financial liabilities included above approximates the carrying amount.

14. CURRENT TAX LIABILITIES (ZAKAT)

a) ***The movement in provision for Zakat is as follows***:

	2013 SR 000	2012 SR 000
Balance beginning of the year	**644,069**	623,685
Estimated Zakat for the year	**17,528**	25,430
Payment made during the year	**(61,352)**	(5,046)
Estimated Zakat provision, end of the year	**600,245**	644,069

b) The Company has received the assessments from DZIT for the years 2003 to 2009 and has filed an objection for the years 2008 and 2009 which is issued with an additional zakat liability. The basis for this additional liability is being formally contested by the Company and is awaiting a response from DZIT. The management believes that the ultimate outcome of the appeals filed and actions taken by the Company cannot be determined reliably at this stage, however, the carrying provisions are sufficient to meet any additional liability, if required. The Company has not received DZIT assessment for year 2010 and 2011. The filing of the consolidated zakat return for year 2012 is currently under process.

15. SHARE CAPITAL

	2013 SR 000	2012 SR 000
Authorised:		
1,080,000,000 ordinary shares of SR 10 each (31 December 2012: 1,080,000,000)	**10,800,000**	10,800,000
Issued and fully paid shares of SR 10 each		
At the start of the year	**10,800,000**	10,800,000
At the end of the year	**10,800,000**	10,800,000

The Group has one class of ordinary shares which carry no right to fixed income.

16. FINANCE COSTS

	2013 SR 000	2012 SR 000
Charges on Sukuk	**203,618**	153,860
Charges on Islamic Murabaha	**110,341**	110,226
Amortisation of finance costs	**27,522**	33,481
	341,481	297,567

During the year ended 31 December 2013 the Group had annual weighted average capitalisation effective rate of 2.52% (31 December 2012: 3.41%).

17. EARNINGS PER SHARE

The calculation of the basic and diluted earnings per share is based on the following data:

	2013 SR 000	2012 SR 000
Earnings		
For the purpose of basic earnings per share (Net profit for the year)	**681,462**	988,537
Number of shares	**Number**	**Number**
Weighted average number of ordinary shares For the purposes of basic earnings per share	**1,080,000,000**	1,080,000,000

There is no dilution of ordinary shares and as such the basic and diluted earnings per share calculation are consistent.

18. OPERATING LEASE ARRANGEMENTS

The minimum lease payments under non-cancellable operating lease rentals are as follows:

	2013	2012
	SR 000	SR 000
Amounts due:		
Within one year	**272**	593
Between one and five years	**647**	920
After five years	**217**	167
	1,136	1,680

19. RELATED PARTY TRANSACTIONS

The significant transactions and balances with related parties are as follows:

a) Due from related parties

During the year, the Group sold residential homes to individuals who sought financing from Saudi Home Loans, which is an associate to the Group. In these instances, Saudi Home Loans pays the consideration in respect of the residential property sale to the Group on behalf of the individual. There is no recourse to the Group if such lending by Saudi Home Loans results in non performing receivables. The details of the transactions, included in trade receivable (refer note # 9) are as follows:

	2013	2012
	SR 000	SR 000
Balance, beginning of the year	**143**	143
Sales during the year	**-**	11,054
Commission during the year	**-**	(13)
Collection during the year	**-**	(11,041)
Balance, end of the year	**143**	143

b) Due to related parties

The Khozam Real Estate Development Company (KDC) management requested to invest excess cash balance of KDC with the group at a nominal profit. The details of the transactions, included in trade payable and other (refer note # 13) are as follows:

	2013	2012
	SR 000	SR 000
Balance, beginning of the year	**198,101**	-
Balance transferred as on 1 April 2012	**-**	205,425
Expenses/assets	**-**	(84)
Repayment of advances	**(3,815)**	(8,710)
Profit charged	**1,960**	1,470
Balance, end of the year	**196,246**	198,101

c) Other related party transactions

(i) Bank Alkhair B.S.C

The Group engaged Bank Alkhair B.S.C, a non-associate entity, to provide general financial advisory, Shariah' compliance advises and management support for the recent international sukuk. The details of the transactions, included in trade payable under trade payable and others (refer note # 13) are as follows:

	2013	2012
	SR 000	SR 000
Fees & expenses charged for the year	**6,733**	-
Amount paid during the year	**(5,437)**	-
Balance, end of the year	**1,296**	-

(ii) Alkhair Capital Saudi Arabia

The Group directly and through Bank Alkhair B.S.C engaged Alkhair Capital Saudi Arabia, an associate entity, to provide general financial advisory, representing and filing the documents on behalf of the Group for requirements with CMA and other statutory bodies, Shariah' compliance reviews and management support for the recent international sukuk issuances and the partial pre-closure of sukuk III. The details of the transactions indirectly through Bank Alkhair B.S.C, are as follows:

Transactions for Group's engagement through Bank Alkhair B.S.C

	2013	2012
	SR 000	SR 000
Fees and expenses shared during the year	**1,406**	-
Total amount for the year	**1,406**	-

For the year ended 31 December 2013 and the year ended 31 December 2012, no other transactions are entered into with entities that have common Board Members or Shareholders to the Group.

In addition, the Group entered into certain other transactions with related parties that did not have a significant impact on the financial position or comprehensive income of the Group.

See also note 8.

20. RETIREMENT BENEFIT PLANS

The Group makes payments to defined contribution retirement benefit plans in the form of the General Organisation of Social Insurance that are charged as an expense as they fall due. Payments are made on the basis of a percentage of qualifying salary for certain employees to this state-managed scheme.

The total cost charged to the consolidated statement of comprehensive income for the year ended 31 December 2013 was SR 2.13 million (31 December 2012: SR 3.25 million), and the outstanding contribution as at 31 December 2013 is SR 155 thousand (31 December 2012: SR 230 thousand).

21. CAPITAL MANAGEMENT

The Group manages its capital to ensure that entities in the Group will be able to continue as a going concern while maximising the return to its parent company through optimisation of debt and equity balances. The Group’s overall strategy remains unchanged from 2007, when the Group diversified its sources of funding and issued two medium term Sukuks ranging from 3-5 years. Considering the track record of timely repayment of the first two sukuks and the group expertise developed over the past five years to access international markets for shariah’ compliant funding, the management continue to maintain its relationship with the capital markets and monitor the markets for future issuance. The Group adhere to international best practices in corporate governance and consider the capital market transactions to create additional shareholders value.

The capital structure of the Group consists of net debt (borrowings adjusted with cash and cash equivalents) and equity (comprising share capital, statutory reserve, and retained earnings). The Group is not subject to any externally imposed capital requirements.

Gearing ratio
The Group consistently monitors its gearing ratio, to ensure compliance with external covenant requirements.

22. FINANCIAL RISK MANAGEMENT

The Group's principal financial liabilities are mainly comprised of Islamic Murabaha (term and annual revolving) facilities taken from banks, issue of Islamic Sukuk, trade payable and other payables to contractors and suppliers. The paramount objectives of these financial instruments are to raise the funding base for various projects as well as for the working capital requirement of the Group.

The Group also has financial assets in the form of bank deposits, cash in hand, due from related parties and trade and other receivables, which are integral and directly derived out of its regular business. On the reporting date the Group has not entered into any non-Islamic financial variable instrument contracts by way of currency hedging, commission rate swap agreements or similar instruments.

The Group's financial operations are subject to the following risks:

1. Credit Risk
2. Commission Rate Risk
3. Liquidity Risk
4. Foreign Currency Risk
5. Islamic financial variable instrument

Credit Risk

The Credit Risk can be defined as a loss of value of an asset as a result of a failure by a customer or a counter party to such commercially valid and legally enforceable contract to comply with its obligations.

The general sales policy of the Group is "No Credit" terms, but in some cases there are enhanced payment schedules or staggered payment request by selected customers which have been accommodated. In such cases the Group has an exposure of credit risk with respect to the amount due from those customers. However, in such cases the Group holds back the final delivery or possession of the property to mitigate the risk until the full amount due is paid to the satisfaction of the contract. The monitoring and follow up of balances is completed regularly and as a result the Group's exposure to losses is limited.

With respect to the credit risk exposure of other financial assets, namely, due from related parties, bank deposits and trade and other receivables, the maximum credit risk of the Group is limited to their carrying values, in case there is a failure of the other party to meet its obligation.

As of the reporting date, the Group does not have significant credit risk concentration with any single party or a group.

Commission Rate Risk

Commission Rate Risk is associated with a change in the commission rate available when renegotiating financial instruments that are influenced by the current global financial market conditions. The Group is exposed to commission rate risk with respect to its floating commission covenants agreed for its long term Sukuk borrowings and other Islamic Murabaha (revolving credit) facilities obtained from local banks.

The short term revolving borrowings’ rates are renegotiated at every renewal proposal to achieve the best possible commission rate to reflect the given financial credentials and related risk perception of the Group.

The Group has a specific shariah’ complaint commission rate swap contract to manage its commission rate risk. The Group's international borrowing commission rates are primarily based on LIBOR and its local borrowings are based on SAIBOR. Hence the commission exposure of the Group is variable according to the changes in the LIBOR & SAIBOR.

The commission rate sensitivity analysis is performed based on the commission rate exposure of the Group for floating rate liabilities outstanding at the end of the consolidated statement of financial position date. The calculations are done on floating commission rates assuming the liabilities outstanding for a whole year as at the consolidated statement of financial position date.

During the year under review the average rate of 3 months LIBOR varied between 0.25% and 0.24% (0.42 % and 0.31 % for 2012) and SAIBOR varied between 0.96% and 0.95% (0.99% and 0.95 % for 2012).

The sensitivity of commission variance on the Group's external borrowings which affects the consolidated financial statements of the Group is shown below:

	2013	**2012**
	SR 000	**SR 000**
+ 25 basis points	**14,973**	11,101
- 25 basis points	**(14,973)**	(11,101)

The net profit of the Group for the reported period would have been affected by the above amount as a result of such changes in floating commission rates. Due to the capitalisation of borrowing costs directly attributed to projects in progress, there would be timing differences on such an impact to the Group's current profit and loss account and the current impact would be limited to around 30%, as historically, the management capitalises approximately 30% of borrowing costs to projects in progress as explained in note 2.9.

Liquidity Risk
Liquidity Risk can result from a difficulty to meet the financial commitments and obligations of the Group as per the agreed terms and covenants.

To mitigate the liquidity risk and associated losses of business and brand value opportunities; the Group, where possible, keeps sufficient liquid assets in all business conditions. The Group refrains from funding its long term capital requirements through short term borrowings and related party current account transactions. Currently the long term projects are funded from long term or revolving borrowings only. The Group also has a dynamic cash flow assessment policy and system by which it can estimate and plan the maturities as well as required resources to meet such obligations.

The total weighted average effective annual commission rate for the year ended 31 December 2013 is 7.6% (31 December 2012: 6.7%)

See notes 10 and 13 for further details.

Foreign Currency Risk
Foreign Currency Risk is associated with the change in the value of the carrying value in the functional currency due to the variation of the underlying foreign currency obligation or right by way of transaction or translation reasons. The functional currency of the Group is the Saudi Riyal that is pegged against the US Dollar with a fixed exchange rate of 3.75 Saudi Riyals per US Dollar. Since transactions, other than US Dollars, are negligible; the Group does not assume any significant foreign currency risk.

Islamic financial variable Instruments Risk
As part of its asset and liability management, the Group uses Islamic finance variable instruments for hedging its exposure to commission rate and cash flow risks. This is generally achieved by hedging specific transactions. The Group uses Islamic finance variable instruments primarily to manage exposures to foreign currency and commission rate risks. The Group's principal objective in holding Islamic finance variable instruments is to reduce the cash outflows associated with changes in foreign currency and fixed commission rates. The Group's Islamic finance variable instruments are exposed to credit risk to the extent of that counterparty's inability to meet the contractual obligations. The Group mitigates such risks by dealing with major financial institutions as its counterparties. The group Management does not expect any material losses or risk from the default of counterparties as the potential risk of such defaults is periodically monitored.

23. COMMITMENTS

To complete the long term construction and development of investment and development properties, the Group have committed to a number of contractual arrangements and agreements. Such contracts are cancellable at the Group's discretion with no penalties. The estimated uncompleted contracts outstanding as at 31 December 2013 amounts to SR 85 million (31 December 2012: SR 107 million).

These commitments are expected to be settled within the duration of the projects in progress and shall be funded through prospective property sales and external borrowings, if necessary.

24. CONTINGENCIES

During the normal course of business there are general litigations and legal claims. Management takes legal advice as to the likelihood of success of claims and no provision is made when the action is unlikely to succeed.

At 31 December 2013, there were no significant claims notified (31 December 2012: None).

ANNEX B

DAR AL ARKAN

REAL ESTATE DEVELOPMENT COMPANY

SAUDI JOINT STOCK COMPANY

INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S LIMITED REVEW REPORT

FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2014

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S LIMITED REVIEW REPORT
FOR THE THREE MONTH PERIOD ENDED 31 MARCH 2014

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INDEPENDENT AUDITOR'S REVIEW REPORT

To the Board of Directors
Dar Al Arkan Real Estate Development Company
(A Saudi Joint Stock Company)
Riyadh – Kingdom of Saudi Arabia

Introduction

We have reviewed the accompanying interim condensed consolidated statement of financial position of Dar Al Arkan Real Estate Development Company (the "Company") and its subsidiaries (collectively referred to as "the Group") as at 31 March 2014, and the related interim condensed consolidated statements of comprehensive income, changes in shareholders' equity and cash flows and notes from (1) to (25) for the three-month period then ended. The Company's management is responsible for the preparation and presentation of these interim consolidated financial statements in accordance with International Accounting Standard No. 34 "Interim Financial Reporting". Our responsibility is to express a conclusion on these interim consolidated financial statements based on our review.

Scope of Review

We conducted our review in accordance with auditing standards generally accepted in the Kingdom of Saudi Arabia applicable to limited review engagements and with International Standard on Review Engagements 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity". A review of interim consolidated financial statements consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with auditing standards generally accepted in the Kingdom of Saudi Arabia and International Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying interim consolidated financial statements are not prepared, in all material respects, in accordance with International Accounting Standard No. 34.

Deloitte.

Deloitte & Touche
Bakr Abulkhair & Co.

Emphasis of a Matter

This report is issued in conformity with International Financial Reporting Standards for management purposes and should not be considered as replacement to the Company's interim consolidated financial statements issued in accordance with Generally Accepted Accounting Principles in the Kingdom of Saudi Arabia.

Deloitte & Touche
Bakr Abulkhair & Co.

Ehsan A. Makhdoum
License No. 358

ديلويت آند توش بكر أبو الخير وشركاهم
محاسبون قانونيون
ترخيص رقم ٩٦ Lic 96
C.P.A
Deloitte & Touche
Bakr Abulkhair & Co.

Jumada Al Thani 15, 1435
April 15, 2014

INTERIM CONDENSED CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS AT 31 MARCH 2014

	Notes	31 March 2014 (Unaudited) SR 000	31 December 2013 (Audited) SR 000
ASSETS			
Non-current assets			
Investment properties, net	5	**3,567,393**	2,694,638
Development properties	6	**14,783,114**	15,581,373
Property and equipment, net	7	**73,545**	74,370
Investments in associates	8	**752,907**	747,407
Other assets		**-**	132
Total non-current assets		**19,176,959**	19,097,920
Current assets			
Development properties	6	**969,355**	971,639
Trade receivables and others	9	**2,243,647**	1,848,641
Cash and cash equivalents		**2,060,260**	2,279,132
Total current assets		**5,273,262**	5,099,412
TOTAL ASSETS		**24,450,221**	24,197,332
LIABILITIES AND SHAREHOLDERS' EQUITY			
Non-current liabilities			
Long-term borrowings	10	**3,922,417**	5,159,269
End of service indemnities	12	**17,825**	17,348
Total non-current liabilities		**3,940,242**	5,176,617
Current liabilities			
Short-term borrowings	10	**2,052,479**	744,308
Trade payables and others	13	**619,299**	683,341
Current tax liabilities (Zakat)	14	**597,523**	600,245
Total current liabilities		**3,269,301**	2,027,894
Total liabilities		**7,209,543**	7,204,511
Shareholders' Equity			
Share capital	15	**10,800,000**	10,800,000
Statutory reserve		**884,914**	884,914
Retained earnings		**5,555,764**	5,307,907
Total shareholders' equity		**17,240,678**	16,992,821
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		**24,450,221**	24,197,332

The accompanying notes form an integral part of these interim condensed consolidated financial statements

INTERIM CONDENSED CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME (UNAUDITED)
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2014

	Notes	2014 SR 000	2013 SR 000
Revenue		**924,089**	835,821
Cost of revenue		**(521,320)**	(460,240)
GROSS PROFIT	4	**402,769**	375,581
General, administrative, selling and marketing expenses		**(53,550)**	(51,337)
Depreciation	(7)	**(926)**	(1,062)
OPERATING PROFIT		**348,293**	323,182
Share of income from investment in associates	8 a	**5,500**	500
Finance costs	16	**(113,166)**	(68,277)
Other income, net		**14,508**	(11,494)
PROFIT BEFORE ZAKAT		**255,135**	243,911
Zakat expense	14 a	**(7,278)**	(6,300)
NET PROFIT FOR THE PERIOD		**247,857**	237,611
Other comprehensive income:			
Other comprehensive income for the period		**-**	-
Total comprehensive income for the period		**247,857**	237,611
Total comprehensive income attributable to:			
Dar Al Arkan shareholders		**247,857**	237,611
Earnings per share (in Saudi Riyals)			
Basic and diluted	17	**0.23**	0.22

The accompanying notes form an integral part of these interim condensed consolidated financial statements

INTERIM CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY (UNAUDITED)
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2014

	Share capital SR 000	Statutory reserve SR 000	Retained earnings SR 000	Total equity SR 000
2014				
Balance as at 1 January 2014	**10,800,000**	**884,914**	**5,307,907**	**16,992,821**
Net profit for the Period	**-**	-	**247,857**	**247,857**
Other comprehensive income	-	-	-	-
Total comprehensive income for the period	**-**	**-**	**247,857**	**247,857**
Balance as at 31 March 2014	**10,800,000**	**884,914**	**5,555,765**	**17,240,678**
2013				
Balance as at 1 January 2013	10,800,000	816,768	4,694,591	16,311,359
Net profit for the Period	-	-	237,611	237,611
Other comprehensive income	-	-	-	-
Total comprehensive income for the period	-	-	237,611	237,611
Balance as at 31 March 2013	10,800,000	816,768	4,932,202	16,548,970

The accompanying notes form an integral part of these interim condensed consolidated financial statements

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY
SAUDI JOINT STOCK COMPANY

INTERIM CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS (UNAUDITED)
FOR THE THREE-MONTH PERIOD ENDED 31 MARCH 2014

	2014	2013
	SR 000	SR 000
OPERATING ACTIVITIES		
Profit before Zakat	**255,135**	243,911
Adjustment for:		
Depreciation	**13,445**	10,074
End of service indemnities	**642**	763
Provision for doubtful debts	**7,861**	-
Finance costs	**113,166**	68,277
Gain on disposal of property and equipment	**(14)**	-
Share of income from investment in associates	**(5,500)**	(500)
Operating cash flows before movements in working capital	**384,735**	322,525
Development properties	**800,543**	337,912
Trade receivables and others	**(402,867)**	(98,695)
Other assets	**132**	33
Trade payables and others	**(64,042)**	46,909
Cash from operations	**718,501**	608,684
Finance costs	**(104,969)**	(63,271)
Zakat paid	**(10,000)**	-
End-of-service indemnities paid	**(165)**	(410)
NET CASH FROM OPERATING ACTIVITIES	**603,367**	545,003
INVESTING ACTIVITIES		
Investment properties	**(885,274)**	(2,765)
Proceeds from disposal of property and equipment	**14**	-
Purchase of property and equipment	**(101)**	(311)
NET CASH USED IN INVESTING ACTIVITIES	**(885,361)**	(3,076)
FINANCING ACTIVITIES		
Long term borrowings	**63,122**	(243,084)
NET CASH FROM/(USED IN) FINANCING ACTIVITIES	**63,122**	(243,084)
INCREASE IN CASH AND CASH EQUIVALENTS	**(218,872)**	298,843
CASH AND CASH EQUIVALENTS, BEGINNING OF THE PERIOD	**2,279,132**	535,771
CASH AND CASH EQUIVALENTS, END OF THE PERIOD	**2,060,260**	834,614

The accompanying notes form an integral part of these interim condensed consolidated financial statements

1. GENERAL INFORMATION

DAR AL ARKAN REAL ESTATE DEVELOPMENT COMPANY (the "Company"), is a Saudi Joint Stock Company established under the Company Laws & Regulations of The Kingdom of Saudi Arabia. The Company is registered in Riyadh under Commercial Registration No 1010160195 dated 16/04/1421H, corresponding to 18/07/2000 G. The Company is domiciled in The Kingdom of Saudi Arabia (K.S.A.) and its registered office address is P.O. Box No: 105633, Riyadh-11656, K.S.A.

The equity shares of the Company are listed with the security market of The Kingdom of Saudi Arabia.

The Company and its Subsidiaries are collectively called "the Group" and is predominantly engaged in the business of development, sale and leasing of real estate projects and associated activities. The Company manages its activities through subsidiaries established for each line of business. These Subsidiaries operate under their own commercial registration and are summarised below:

DAR AL-ARKAN PROPERTIES COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No. 1010254063, dated 25/7/1429 H (corresponding to 28/7/2008 G). It operates in development and acquisition of commercial and residential real estate. It provides management, operation and maintenance of residential and commercial buildings and public facilities.

DAR AL-ARKAN PROJECTS COMPANY – is a limited liability company, a wholly owned subsidiary, company registered in Riyadh under the Commercial Registration No. 1010247583, dated 28/3/1429 H (corresponding to 5/4/2008 G). It operates in general construction of residential and commercial buildings (construction, maintenance, demolition and restructuring).

DAR AL-ARKAN COMMERCIAL INVESTMENT COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010247585, dated 28/3/1429 H (corresponding to 5/4/2008 G). It operates in purchase and acquisition, lease of real estate investments.

DAR AL-ARKAN SUKUK COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010256421, dated 16/9/1429 H (corresponding to 16/9/2008 G). It operates in Real Estate investments and development.

SUKUK AL-ARKAN COMPANY – is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010274407, dated 11/10/1430 H (corresponding to 01/10/2009 G). It operates in development, maintenance and management of real estates, purchase of land and general contracting.

THAWABIT INVESTMENT COMPANY– is a limited liability company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010275449, dated 30/10/1430 H (corresponding to 19/10/2009 G). It operates in Real Estate investments and development.

DAR SUKUK INTERNATIONAL COMPANY – is a limited liability company, formerly known as Siyada investment Company, a wholly owned subsidiary, registered in Riyadh under the Commercial Registration No: 1010275448, dated 30/10/1430 H (corresponding to 19/10/2009 G). It operates in Real Estate investments and development.

Dar Al-Arkan Real Estate Development Company wholly owns directly and indirectly the above mentioned subsidiaries.

The accompanying interim condensed consolidated financial statements include the assets, liabilities and the results of operations of the subsidiaries mentioned above.

2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

2.1 BASIS OF PREPARATION

The interim condensed consolidated financial statements have been prepared in accordance with the International Accounting Standard No 34 – "Interim Financial Reporting", consistent with the Group's accounting policies with the exception of any changes to accounting policies as described below.

2.2 ADOPTION OF NEW AND REVISED STANDARDS AND INTERPRETATIONS

Standards and interpretations effective in the current period
In the current period, the Group has adopted all new Interpretations issued by the International Financial Reporting Interpretation Committee ("IFRIC") that are mandatory for adoption in the annual periods beginning on or after 1 January 2014. The adoption of these interpretations has not led to any changes in the Group's accounting policies or disclosures provided in the interim condensed consolidated financial statements.

Standards and interpretations in issue but not yet adopted
The following standards, amendments and interpretations were in issue at the date of authorisation of these financial statements, but not yet effective, and therefore were not applied in these interim condensed consolidated financial statements.

The impact of the adoption of these standards is currently being assessed; however the directors anticipate that the adoption of these standards, amendments and interpretations in future periods will not have a significant impact on the interim condensed consolidated financial statements of the Group.

• IFRS 10	Amendments	- Consolidated financial statements
• IFRS 12	Amendments	- Disclosure of interests in other entities
• IAS 27	Amendments	- Separate financial statements
• IAS 32	Amendments	- Financial Instruments: Presentation
• IAS 36	Amendments	- Impairment of Assets
• IAS 39	Amendments	- Financial Instruments: Recognition and Measurement

2.3 ACCOUNTING CONVENTION

The interim condensed consolidated financial statements have been prepared on the historical cost basis, as modified by the revaluation of certain financial instruments at fair value and investment in associates at equity method, the principal accounting policies are set out below.

2.4 BASIS OF CONSOLIDATION

The interim condensed consolidated financial statements of the Group incorporate the financial statements of the Company and enterprises controlled by the Company (its subsidiaries) made up to 31 March 2014.

Subsidiaries
Subsidiaries are entities that are controlled by the Group. The Group controls an entity when, it is exposed, or has rights, to variable returns from its involvement with the entity and has the ability to affect those returns through its power over that entity. Subsidiaries are fully consolidated from the effective date of acquisition or up to the effective date of disposal, as appropriate.

The purchase method of accounting is used to account for the acquisition of subsidiaries by the Group. The cost of an acquisition is measured as the fair value of the assets given, equity instruments issued and liabilities incurred or assumed at the date of exchange, plus costs directly attributable to the acquisition. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are initially measured at fair value at the acquisition date irrespective of the extent of any non-controlling interests. The interests of non-controlling shareholders are stated at the non-controlling proportion of the fair values of the assets and liabilities recognised. Subsequently, any losses applicable to the non-controlling interests in excess of the non-controlling interests are allocated against the interests of the parent.

The excess of cost of acquisition over the fair value of the Group's share of identifiable net assets acquired is recognised as goodwill. Any deficiency of the cost of acquisition below the fair value of identifiable net assets acquired (i.e. discount on acquisition) is recognised directly in the interim condensed consolidated statement of comprehensive income.

All intra-group transactions, balances, and unrealised gains on transactions between Group companies are eliminated on consolidation. Unrealised losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred.

Investments in associates
An associate is an entity over which the Group is in a position to exercise significant influence, but not control or joint control, through participation in the financial and operating policy decisions of the investee.

The results, assets and liabilities of associates are incorporated in these interim condensed consolidated financial statements using the equity method of accounting except when classified as held for sale. Investments in associates are carried in the interim condensed consolidated financial position at cost as adjusted by the post-acquisition changes in the Group's share of the net assets of the associate, less any impairment in the value of individual investments. Losses of the associates in excess of the Group's interests in those associates are recognised only to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the associate.

When a partial sale of an associate result in losing significant influence over that associate, the remaining investment is measured at fair value on the date of sale and recognised as a financial asset. The difference between the attributable share of carrying amount for the retaining interest in that associate and its fair value is included in the determination of gain or loss of the disposal of the associates. In addition, the Group reclassifies the gains or losses from equity, previously recognised in the comprehensive income to the statement of comprehensive income.

Any excess of cost of acquisition over the Group's share of the fair values of identifiable net assets of the associate or joint venture at the date of acquisition is recognised as goodwill. The goodwill is included within the carrying amount of the investment and is assessed for impairment as part of that investment. Any deficiency of the cost of acquisition below the Group's share of the fair values of identifiable net assets of the associate or joint venture at the date of acquisition (i.e. discount on acquisition) is recognised in the interim condensed consolidated statement of comprehensive income.

Where a Group company transacts with an associate or joint venture of the Group, profits and losses are eliminated to the extent of the Group's interests in the relevant associate or joint venture. Losses may provide evidence of an impairment of the asset transferred in which case appropriate provision is made for impairment.

2.5 PROPERTY AND EQUIPMENT

Property and equipment are stated at cost less accumulated depreciation and any recognised impairment loss. Depreciation is charged so as to write off the cost less estimated residual value of assets, other than land, over their estimated useful lives, using the straight-line method, on the following basis:

Buildings	3%
Leasehold improvements	5% - 20%
Vehicles	25%
Machinery and tools	20%
Office equipment	20% - 25%

The gain or loss arising on the disposal or retirement of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in the interim condensed consolidated statement of comprehensive income.

At each date of preparation of the interim condensed consolidated financial statements, the Group reviews the carrying amounts of its tangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. Where the asset does not generate cash flows that are independent from other assets, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised as an expense immediately.

2.6 INVESTMENT PROPERTIES

Investment properties, which are properties held to earn rentals and/or for capital appreciation, are stated at cost less accumulated depreciation and any recognised impairment loss. Depreciation is charged so as to write off the cost less estimated residual value of assets, other than land and properties under construction, over their estimated useful lives, using the straight-line method, on the following basis:

Buildings	3%

Gains or losses arising from the retirement or disposal of investment properties being the difference between the net disposal proceeds and carrying value are included in the interim condensed consolidated statement of comprehensive income for the period of the retirement/disposal except those that relate to sale and leaseback arrangements.

2.7 DEVELOPMENT PROPERTIES

Development properties principally comprise completed projects (including properties held for sale and developed land held for sale) and projects under development (including property projects under construction, land projects under development and land waiting for development). Projects under development include those properties in progress of development or waiting for development to commence.
All development properties are accounted for at the lower of cost and net realisable value. Cost comprises direct material cost, direct labour costs, borrowing costs and those overheads that have been incurred in bringing the development properties to their present location and condition. Cost is calculated using the average method. Net realisable value represents the estimated selling price less all estimated costs to completion and selling costs to be incurred.

The operating cycle of development properties is such that the majority of development properties will not be realised within 12 months. These have been split between non-current and current development properties.

2.8 IMPAIRMENT OF TANGIBLE ASSETS

At the date of each interim condensed consolidated statement of financial position, the Group reviews the carrying amounts of its tangible assets for any indication that those assets have suffered impairment losses. When such an indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. Recoverable amount is the higher of fair value less costs to sell and value in use. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised in the interim condensed consolidated statement of comprehensive income.

2.9 ISLAMIC BORROWING COSTS

Islamic borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. All other borrowing costs are recognised in finance costs in the interim condensed consolidated statement of comprehensive income in the period in which they are incurred.

2.10 FINANCIAL INSTRUMENTS

Financial assets and financial liabilities are recognised on the Group's interim condensed consolidated statement of financial position when the Group has become a party to the contractual provisions of the instrument.

Trade receivables
Trade receivables are classified as loans and receivables and are initially recognised at fair value. They are subsequently measured at their amortised cost using the effective interest rate method less any provision for impairment. A provision for impairment is made where there is objective evidence, including customers with financial difficulties or in default on payments, that amounts will not be recovered in accordance with original terms of the agreement. A provision for impairment is established when the carrying value of the receivable exceeds the present value of the future cash flow discounted using the original effective commission rate. The carrying value of the receivable is reduced through the use of an allowance account and any impairment loss is recognised in the interim condensed consolidated statement of comprehensive income.

Cash and cash equivalents
Cash and cash equivalents comprise cash in hand and at bank and other short-term deposits held by the Group with original maturities of less than three months.

Held for trading investments
Held for trading investments are recognised initially at fair value; transaction costs are taken directly to the interim condensed consolidated statement of income and thereafter stated at fair value by reference to exchange quoted market bid prices at the close of business on the interim condensed consolidated balance sheet date. The unrealized and realized gains and losses from sale of held for trading investments are recorded in the interim condensed consolidated statement of income.

Financial liabilities

Financial liabilities include Islamic Sukuk and Islamic Murabaha and are classified according to the substance of the respective contractual arrangement and are initially measured at their fair value, net of transaction costs. Financial liabilities are subsequently carried at their amortised cost, with commission cost being recognised on an effective yield basis in the interim condensed consolidated statement of comprehensive income over the term of the instrument.

Trade payables

Trade payables are initially recognised at fair value and subsequently at amortised cost using the effective interest rate method.

Islamic variable financial instruments

The Group initially recognises Islamic variable financial instruments as either a financial asset or a financial liability, at fair value, and subsequently re-measured to their fair value at the end of each reporting period. The accounting for changes in the fair value of an Islamic variable financial instrument depends on the intended use and the resulting designation of the Islamic variable financial instrument. The resulting gain or loss is recognised in the interim condensed consolidated statement of comprehensive income immediately, unless the Islamic variable financial instrument is designated and effective as a hedging instrument, in which event the timing of the recognition in profit or loss depends on the nature of the hedge relationship.

For an Islamic variable financial instrument designated as a fair value hedge, the gain or loss is recognised in the interim condensed consolidated statement of comprehensive income in the period of change together with the offsetting loss or gain on the hedged item attributed to the risk being hedged. Hedge accounting is discontinued when the Group revokes the hedging relationship, when the hedging instrument expires or is sold, terminated, or exercised, or when it no longer qualifies for hedge accounting. The fair value adjustment to the carrying amount of the hedged item arising from the hedged risk is amortised to profit or loss from that date.

2.11 REVENUE RECOGNITION

Revenue represents the sale of development properties and rental activities. Revenue for sale of development properties is recognised to the extent that it is probable that economic benefits will flow to the Group and significant risks and rewards of ownership have been transferred to the buyer, which is assessed to be at the time of legal completion of the sale or unconditional exchange. Revenue is measured at the fair value of consideration received. With respect to rental income, the Group recognises revenue on a straight line basis over the lease term.

2.12 ZAKAT TAXATION

Zakat is calculated pursuant to Zakat Regulation in the Kingdom of Saudi Arabia and recognised in the interim condensed consolidated statement of comprehensive income in each period. The provision is based on an estimate of Zakat that is adjusted in the financial period in which the final assessment of Zakat is issued. Any change in the estimate resulting from the final assessment is recognised in that period.

2.13 FOREIGN CURRENCIES

Transactions in currencies other than Saudi Riyals, the presentational and functional currency of each subsidiary within the Group, are recorded at the rates of exchange prevailing on the dates of the transactions. At the date of each interim condensed consolidated statement of financial position, monetary assets and liabilities that are denominated in foreign currencies are retranslated at the rates prevailing at that date Non-monetary assets and liabilities carried at fair value, that are denominated in foreign currencies, are translated at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated. The resulting exchange gains or losses are recognised in the interim condensed consolidated statement of comprehensive income.

2.14 STATUTORY RESERVE

According to the article (125) of the Companies' Regulation, the Group is required to retain 10% of net income in the statutory reserve. The Group may stop the transfers when this reserve reaches 50% of the share capital. This reserve is not available for dividend distribution.

2.15 END OF SERVICE INDEMNITIES

The Group provides end of service benefits to its employees in accordance with the labour law provisions of Saudi Arabia. The entitlement to these indemnities is based upon the employee's final salary, length of service and the completion of a minimum service period. The costs of these indemnities are accrued over the period of employment, based on the estimated ultimate payment.

2.16 RETIREMENT BENEFIT COSTS

The Group makes contributions in line with the General Organisation for Social Insurance Regulations and are calculated as a percentage of employees' wages. Payments made to state-managed retirement benefit schemes are dealt with as payments to defined contribution plans where the Group's obligations under the schemes are equivalent to those arising in a defined contribution retirement benefit plan. Payments made to defined contribution retirement benefit plans are charged as an expense as they fall due.

2.17 LEASING

Rentals payable under operating leases are charged to the interim condensed consolidated statement of comprehensive income on a straight-line basis over the term of the relevant lease.

3 CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

Estimates and judgments are continually evaluated and are based on historical experience, internal controls, advice from external experts and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

The Group makes estimates and assumptions concerning the future. The resulting accounting judgments will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial periods are discussed below:

Revenue Recognition
The Group recognises revenue on its development properties when significant risks and rewards of ownership transfer to the buyer, which is assessed to be at the time of legal completion of the sale or unconditional exchange.

With respect to land projects, the Group receives an initial non-refundable deposit with the balance being paid on a deferred basis, which typically does not exceed three months. The Group recognises the full amount of the consideration at the time the sale contract is signed.

With respect to residential and commercial projects, The Group typically receives an initial deposit on the signature of the sales contract and a final payment on delivery of the units. Revenue from the sale of these properties is only recognized when the completed property is delivered to the purchaser.

With respect to rental income, the Group recognises revenue on a straight line basis over the lease term.

Recognition of cost of sales
The Group has developments which typically contain a number of individual projects within each development. In order to determine cost of sales related to properties or units sold during the period, management must estimate and to average the costs of the entire development, including infrastructure costs and overall construction costs. These costs must then be allocated to each project within the development and each unit within a project. These estimates are reviewed regularly on a profit per project basis and revised as necessary. Any significant change in these estimates may result in additional costs being recorded in future periods related to revenue recognised in a prior period.

Classification of properties
The Group's properties are classified as either development properties or investment properties. Management has made various judgments to determine whether a property qualifies as an investment property (properties held to earn rentals and/or for capital appreciation) or as a development property that comprises properties held for sale, developed land held for sale, property projects under construction, land projects under development and land awaiting development. In making its judgment, management considers its intended use of property. When management assess that certain investment properties will be disposed off, their carrying cost will be transferred to development properties as long as they are under development and not generating revenues. Further, at each reporting date management categorises individual projects as long term or short term depending on its estimated completion date. If a completion date is expected to be within a year of the interim condensed consolidated statement of financial position date, the project is classified as current.

Investment Properties
Investment properties are the interests in land and/or buildings that are held for their investment potential for generating lease revenues and/or capital appreciation or both. These are not used for generating sales revenues through normal business operations. The investment properties are initially recognised at cost and the cost of an acquisition is measured at fair value of the assets acquired / transferred. All developments costs directly attributable to the properties are capitalized to derive the total cost. Current carrying cost represents total cost for under construction properties and for the completed properties it is total cost less accumulated depreciation. During the construction phase the management does not believe the fair values are reliably determinable, however the group encourages independent valuation for the completed properties, to assess their fair value, wherever appropriate and reliable. Any sustained depletion in the fair value of a property compared to its current cost is recognised as impairment loss in the interim condensed consolidated statement of comprehensive income.

Carrying value of development properties
The Group's principal activity is currently the development and sale of land and the development and sale of residential and commercial property. Due to the nature of this activity, much of the development is speculative in nature. Accordingly, the interim condensed consolidated statement of financial position at 31 December 2013 reflects current assets that are not covered by forward sales contracts.

The Group assesses the net realisable value of its investment properties and its development properties at each reporting date. This assessment is based on a profit per project basis and compares the carrying and future costs to the expected selling price per unit based on historical activities. As a result of this process, there have been no instances where the estimated net realisable value of the site was less than its current carrying value within the interim condensed consolidated statement of financial position. A change of these estimates in the future could have an impact on the valuation of the development properties.

4. REPORTING SEGMENTS

Management has organised the Group into three segments. Management develops its strategic planning and business model around these segments that consist of:

- Projects – the development of basic infrastructure on undeveloped land ("Land Projects") and the development of residential and commercial projects and the sale of units on such projects ("Residential and Commercial Projects").
- Investments – the investment in companies that Management believes are complementary to the Group's real estate development operations.
- Properties – management of properties that the Group has retained as rental properties including commercial and residential units on its Master-Planned Communities.

The Group does not allocate share of profits of associates, general administration, selling and marketing costs including directors' salaries, finance costs, other income and Zakat expense to its segments. Substantially all of segment operating activity (including revenue and costs) for the three month period ended 31 March 2014 and 2013 was generated from the Projects segment and as a result there is no breakout provided of revenue and segment profit by segment. The accounting policies of the reportable segments are the same as the Group's accounting policies described in Note 2.

The Group operates exclusively in Saudi Arabia and all its revenues are derived from its portfolio of properties which the Group manages.

Major products

The revenue and gross margin from sales of land, sales of residential and commercial projects and leasing of properties are presented below:

	Three-month period ended	
	31 March 2014 (Unaudited)	31 March 2013 (Unaudited)
	SR 000	SR 000
REVENUES		
Sales of land	**892,868**	810,905
Leasing of properties	**31,221**	24,916
Total	**924,089**	835,821
COST OF REVENUES		
Land	**505,651**	451,228
Leasing of properties	**15,669**	9,012
Total	**521,320**	460,240
GROSS PROFIT		
Land	**387,217**	359,677
Leasing of properties	**15,552**	15,904
Total	**402,769**	375,581

5. INVESTMENT PROPERTIES, NET

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	SR 000
COST		
At beginning of the period/year	**2,788,535**	2,784,469
Additions during the period/year	**885,274**	4,066
At end of the period/year	**3,673,809**	2,788,535
ACCUMULATED DEPRECIATION		
At beginning of the period/year	**93,897**	47,409
Charge during the period/year	**12,519**	46,488
At end of the period/year	**106,416**	93,897
CARRYING AMOUNT AT THE END OF THE PERIOD/YEAR	**3,567,393**	2,694,638

Included within investment properties is land with an original cost of SR 578.1 million (31 December 2013: SR 578.1 million).

6. DEVELOPMENT PROPERTIES

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	SR 000
Property projects under development	**2,438,055**	**2,718,238**
Developed land	**1,903,036**	**1,936,614**
Land projects under development	**10,442,023**	**10,926,521**
Non-current assets	**14,783,114**	**15,581,373**
Property projects under development	**44,418**	**44,529**
Developed land	**924,937**	**927,110**
Current assets	**969,355**	**971,639**
Total development properties	**15,752,469**	**16,553,012**

Included within Land projects under development is land worth SR 4.43 billion (31 December 2013: SR 4.86 billion), which represents the Group's share of co-ownership with third parties according to the contracts of land development.

During the period the Group's management and directors conducted an internal review and valuation of the real estate portfolio consisting of investment properties and development properties which resulted in a fair value amounting to SR 29.45 billion (December 31, 2013: SR 29.45 billion) for a total cost of SR 19.25 billion (December 31, 2013: SR 19.25 billion), indicating an average uplift of 53% across the real estate portfolio. The management believes that the resultant uplift on the book value is a realistic indication of the fair value of the properties of the Group.

The movement in development properties during the three-month period ended 31 March 2014 and year ended 31 December 2013 is as follows:

Non-current assets	**Property projects under development**	**Developed land**	**Land projects under development**	**Total**
	SR 000	**SR 000**	**SR 000**	**SR 000**
2014				
Balance at 1 January 2014	**2,718,238**	**1,936,614**	**10,926,521**	**15,581,373**
Additions	**83**	**80,000**	**109,175**	**189,258**
Capitalisation of borrowing costs	**8,634**	**-**	**-**	**8,634**
Transfers	**-**	**-**	**(492,673)**	**(492,673)**
Disposals	**(288,900)**	**(113,578)**	**(101,000)**	**(503,478)**
Balance at 31 March 2014	**2,438,055**	**1,903,036**	**10,442,023**	**14,783,114**
2013				
Balance at 1 January 2013	3,214,085	2,124,441	9,530,130	14,868,656
Additions	25,636	43,187	2,285,804	2,354,627
Capitalisation of borrowing costs	88,539	-	-	88,539
Disposals	(610,022)	(231,014)	(889,413)	(1,730,449)
Balance at 31 December 2013	2,718,238	1,936,614	10,926,521	15,581,373

Current assets	**Property projects under development**	**Developed land**	**Total**
	SR 000	**SR 000**	**SR 000**
2014			
Balance at 1 January 2014	**44,529**	**927,110**	**971,639**
Additions/ adjustments	**(111)**	**-**	**(111)**
Disposals	**-**	**(2,173)**	**(2,173)**
Balance at 31 March 2014	**44,418**	**924,937**	**969,355**
2013			
Balance at 1 January 2013	46,702	844,332	891,034
Additions	(1,810)	83,575	81,765
Disposals	(363)	(797)	(1,160)
Balance at 31 December 2013	44,529	927,110	971,639

7. PROPERTY AND EQUIPMENT, NET

Three –month period ended 31 March 2014 (Unaudited)	Land and buildings	Leasehold improvement	Vehicles	Machinery and tools	Office equipment	Total
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
COST						
Balance at 1 January 2014	109,145	19,037	9,250	13,536	40,118	191,086
Disposal for the period	-	-	(46)	-	-	(46)
Additions for the period	-	-	-	-	101	101
Balance at 31 March 2014	109,145	19,037	9,204	13,536	40,219	191,141
ACCUMULATED DEPRECIATION						
Balance at 1 January 2013	36,091	18,970	9,248	13,442	38,965	116,716
Depreciation for the period	754	19	-	10	143	926
Disposal for the period	-	-	(46)	-	-	(46)
Balance at 31 December 2013	36,845	18,989	9,202	13,452	39,108	117,596
CARRYING AMOUNT AT 31 December 2013	72,300	48	2	84	1,111	73,545

Year ended 31 December 2013 (Audited)	Land and buildings	Leasehold improvements	Vehicles	Machinery and tools	Office equipment	Total
	SR 000	SR 000	SR 000	SR 000	SR 000	SR 000
COST						
Balance at 1 January 2013	109,145	19,037	9,250	13,536	39,411	190,379
Additions for the year	-	-	-	-	707	707
Balance at 31 December 2013	109,145	19,037	9,250	13,536	40,118	191,086
ACCUMULATED DEPRECIATION						
Balance at 1 January 2013	33,075	18,866	9,184	13,404	38,176	112,705
Charge for the year	3,016	104	64	38	789	4,011
Balance at 31 December 2013	36,091	18,970	9,248	13,442	38,965	116,716
CARRYING AMOUNT AT 31 DECEMBER 2013	73,054	67	2	94	1,153	74,370

8. INVESTMENTS IN ASSOCIATES

Investments in associates represents investments in share of companies, where the Group exercises significant influence. The shares of these companies are not publicly traded. The Group's ownership in these privately owned companies ranges from 15% to 51%. For entities where the investment is less than 20%, management believes that it is able to exert significant influence due to its involvement at board level. Movement in investments in associates is as follows:

a. ***Investments in associates*:**

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	SR 000
Investments, beginning of period/year	**747,407**	744,157
Share of profit during the period/year	**5,500**	3,250
Investments, end of period/year	**752,907**	747,407

b. Summarised details of holding in respect of the Group's associates is set out below:

Name of the entity	**Amount invested**	**% of Holding**
	SR 000	
Saudi Home Loans	**120,000**	**15%**
Alkhair Capital Saudi Arabia	**102,000**	**34%**
Khozam Real Estate Development Company (i)	**525,547**	**51%**
Accumulated share of profits	**5,360**	
Balance, end of the period	**752,907**	

c. Summarised financial information in respect of the Group's associates is set out below:

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	SR 000
Total assets	**4,411,645**	4,294,648
Total liabilities	**(2,603,890)**	(2,519,817)
Net assets	**1,807,755**	1,774,831
Group's share of net assets of associates	**752,907**	747,407
Total revenue for the period/year	**30,411**	146,199
Total profit for the period/year	**16,460**	69,614
Group's share of profit for the period/year	**5,500**	3,250

Details of transactions with associates are disclosed under note 19 "Related Party Transactions" of these interim condensed consolidated financial statements.

(i) The Group had invested 51% in Khozam Real Estate Development Company (KDC), with Jeddah Development and Urban Regeneration Company (JDURC). As per the arrangements the power to govern the financial and operating activities which affect the returns of KDC is jointly bestowed with the shareholders, accordingly the Group does not have any right to variable returns or absolute power to control with the ability to affect the returns of the investee company, consequently the Group's investment in KDC is accounted for as investment in associates under equity method of accounting.

9. TRADE RECEIVABLES AND OTHERS

	Three-month period ended 31 March 2014 (Unaudited)	**Year ended 31 December 2013 (Audited)**
	SR 000	**SR 000**
Trade receivables – net provision for doubtful debts of SR 12.34 million (31 December 2013: SR 4.48 million)	**1,693,417**	1,364,297
Advance payments to purchase land	**462,982**	409,400
Prepayments and others	**85,362**	74,801
Trade receivables – related party (note 19a)	**193**	143
Short term investment- trading (note 9a)	**1,693**	-
	2,243,647	1,848,641

The fair value of financial assets included above approximates the carrying amount. The maximum credit taken for sales is less than 90 days, which also represents the maximum ageing of trade receivables. No penalties are charged for delayed payments.

a) Short term investment – Trading

The group has an investment, classified as held for trading, through portfolio management account with a leading Saudi Asset Management broking institution ("fund manager') and as per the portfolio management agreement the fund manager is allowed to trade in debt and equity securities on behalf of the Group. The transaction during the period is detailed below:

	Three-month period ended 31 March 2014 (Unaudited)	**Year ended 31 December 2013 (Audited)**
	SR 000	**SR 000**
Purchased / sold during the period	**830**	-
	830	-
Realised gains	**933**	-
Commissions	**(70)**	-
Balance, end of the period	**1,693**	-

Investment includes SR 1.7 million as at 31 March 2014 (31 December 2013 SR nil) representing cash deposit held with the fund manager. The funds are expected to be invested in the subsequent periods.

10. LONG-TERM BORROWINGS

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	SR 000
Islamic Sukuk	**4,600,000**	4,600,000
Islamic Murabaha	**1,467,976**	1,389,321
	6,067,976	5,989,321
Less: Un-amortised transaction costs (note 10 b)	**(93,080)**	(85,744)
Borrowings end of the period/year	**5,974,896**	5,903,577
Less: Short-term borrowings	**(2,052,479)**	(744,308)
Long-term borrowings	**3,922,417**	5,159,269

a. Repayable as follows:

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	SR 000
Within one year	**2,061,905**	754,632
In the second year	**542,500**	2,250,105
In the third to fifth years inclusive	**3,463,571**	2,984,584
	6,067,976	5,989,321

b. Islamic borrowings transaction costs:

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	SR 000
Balance, beginning of the period/year	**85,744**	**55,962**
Additions during the period/year	**15,925**	**63,068**
Capitalisation during the period/year	**(392)**	**(5,764)**
Amortisation charge for the period/year	**(8,197)**	**(27,522)**
Balance, end of the period/year	**93,080**	**85,744**

c. Analysis of borrowings:

Islamic Sukuk

This represents SR 4.60 billion of Islamic Sukuk comprising:

1) SR 1.69 billion (USD 450 million) of Islamic Sukuk carried in the books of the Group, issued by Dar International Sukuk Company II at 10.75% and maturing in 2015.
2) SR 1.69 billion (USD 450 million) of Islamic Sukuk carried in the books of the Group, issued by Dar Al-Arkan Sukuk Company Ltd. at 5.75% and maturing in 2018.
3) SR 1.12 billion (USD 300 million) of Islamic Sukuk carried in the books of the Group, issued by Dar Al-Arkan Sukuk Company Ltd. at 5.75% and maturing in 2016.
4) SR 750 million of Islamic Sukuk issued by the Group maturing in 2014 of which SR 650 million repaid and cancelled during 2013 resulting an outstanding of SR 100 million as at 31 March 2014.

The first three of the above listed Islamic Sukuks are denoted in US dollars. Since the Saudi Arabian Riyal is limited to fluctuations in the US Dollar there is no exposure to foreign exchange risk. The investment profit is payable to the Saudi SPV, through which the Sukuk was issued, by the sale of properties owned by the Group. The beneficiary rights of these properties are with Dar Al Arkan Real Estate Development Company and its subsidiaries with the rights to buy back the ownership of these properties upon the full repayment of the Sukuk. The Group has issued a corporate guarantee to the Sukuk holders. The facility due in 2015 has index linked commission rate swap arrangements which effectively reduce the fixed rate commission (Note 11).

The Sukuk agreements include financial covenants, which the Group was in compliance with as at 31 March 2014.

Islamic Murabaha

This represents the bilateral Murabaha facilities from local and international commercial banks, secured against certain real estate properties, in the form of Islamic Murabaha, letters of guarantee and letters of credit. These facilities comprise of long- term and short- term tenures ranging from 6 months to 4 years with various repayment schedules like annual roll revolvers, bullet payments and instalment repayments ranging from quarterly and half yearly as detailed below.

Summary of the Murabahas:

Maturity date	Outstanding Balance SR 000	Short-term SR 000	Long-term SR 000
2014	**83,571**	**83,571**	**-**
2015	**88,477**	**-**	**88,477**
2016	**506,042**	**190,834**	**315,208**
2018	**789,886**	**-**	**789,886**
TOTAL	**1,467,976**	**274,405**	**1,193,571**

The total weighted average effective annual commission rate for the three month period ended 31 March 2014 is 7.5% (31 December 2013: 7.6%)

The facility agreements include certain financial covenants, which the Group was in compliance with as at 31 March 2014.

11. COMMISSION RATE SWAP

The Group, through a shari'ah compliant arrangement, agreed to exchange fixed rate commission liability with floating rate commission amounts, calculated on agreed notional principal amounts. In July 2012, the Group has replaced its existing commission rate swap with two new index linked swap facilities for a notional amount of SR 843.75 million (US$ 225 million) each, maturing on 18 February 2015 whereby the counter party banks shall periodically calculate the floating commission rate based on their respective and designated index performance for the period and settle the differential amounts, if any, with respect to the original fixed rate of the commission applicable for the securities at semi-annual basis. The index performance is capped at 10.75% and 12.55% respectively for this index linked swap facilities. The Group uses the following hierarchy for determining and disclosing the fair value of financial instruments;

- Level 1: Quoted prices in active markets for the same instrument (i.e., without modification or additions);

- Level 2: Quoted prices in active markets for similar assets and liabilities or other valuation techniques for which all significant inputs are based on observable market data and

- Level 3: Valuation techniques for which any significant input is not based on observable market data.

During October 2013, considering the steady upward change of commission rate and to avoid losses, the Group had cancelled and closed one of its index linked commission rate swap capped at 12.55%.

The cumulative fair value of this agreement which does not qualify for hedge accounting in accordance with generally accepted accounting standards amounted to SR nil (USD nil) (31 March 2013: SR 7.80 million (USD 2.08 million). The change in the fair value during the period amounting to SR 2.0 thousand (USD 0.5 thousand) has been recognised as other expense in the interim condensed consolidated statement of comprehensive income (SR 17.84 million (USD 4.75 million) for the period ended 31 March 2013).

12. END OF SERVICE INDEMNITIES

The Group provides end of service benefits to its employees in accordance with the labour law provision in Saudi Arabia. The total cost charged to the interim condensed consolidated statement of comprehensive income for the three month period ended 31 March 2014 was SR 0.6 million (31 March 2013: SR 0.76 million).

13. TRADE PAYABLES AND OTHERS

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	SR 000
Trade payables	**233,010**	267,098
Due to related parties (note 19b)	**196,434**	196,246
Unearned revenue	**47,071**	68,399
Accruals	**107,289**	115,849
Unpaid dividend	**35,495**	35,749
	619,299	683,341

Trade payables and others principally comprise amounts outstanding for trade purchases and ongoing costs. The average credit period taken for trade purchases is 30 days (31 December 2013: 30 days).

The fair value of financial liabilities included above approximates the carrying amount.

14. CURRENT TAX LIABILITIES (ZAKAT)

a) ***The movement in provision for Zakat is as follows***:

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	SR 000
Balance beginning of the period/year	**600,245**	644,069
Estimated Zakat for the period/year	**7,278**	17,528
Payment made during the period/year	**(10,000)**	(61,352)
Estimated Zakat provision, end of the period/year	**597,523**	600,245

b) The Company has received the assessments from DZIT for the years 2003 to 2009 and has filed an objection for the years 2008 and 2009 which is issued with an additional zakat liability. The basis for this additional liability is being formally contested by the Company and is awaiting a response from DZIT. The management believes that the ultimate outcome of the appeals filed and actions taken by the Company cannot be determined reliably at this stage, however, the carrying provisions are sufficient to meet any additional liability, if required. The Company has not received DZIT assessment for year 2010 and 2011. The filing of the consolidated zakat return for years 2012 and 2013 are currently under process.

15. SHARE CAPITAL

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	**SR 000**
Authorised:		
1,080,000,000 ordinary shares of SR 10 each (31 December 2013: 1,080,000,000)	**10,800,000**	10,800,000
Issued and fully paid shares of SR 10 each		
At the start of the period/year	**10,800,000**	10,800,000
At the end of the period/year	**10,800,000**	10,800,000

The Group has one class of ordinary shares which carry no right to fixed income.

16. FINANCE COSTS

	Three-month period ended	
	31 March 2014 (Unaudited)	**31 March 2013 (Unaudited)**
	SR 000	**SR 000**
Charges on Sukuk	**82,904**	26,538
Charges on Islamic Murabaha	**22,065**	36,766
Amortisation of finance costs	**8,197**	4,973
	113,166	68,277

During the three month period ended 31 March 2014 the Group had annual weighted average capitalisation effective rate of 0.73% (31 March 2013: 3.16%).

17. EARNINGS PER SHARE

The calculation of the basic and diluted earnings per share is based on the following data:

	Three-month period ended	
	31 March 2014 (Unaudited)	**31 March 2014 (Unaudited)**
	SR 000	**SR 000**
Earnings		
For the purpose of basic earnings per share (Net profit for the period)	**247,857**	237,611
Number of shares	**Number**	**Number**
Weighted average number of ordinary shares For the purposes of basic earnings per share	**1,080,000,000**	1,080,000,000

There is no dilution of ordinary shares and as such the basic and diluted earnings per share calculation are consistent.

18. OPERATING LEASE ARRANGEMENTS

The minimum lease payments under non-cancellable operating lease rentals are as follows:

	Three-month period ended 31 March 2014 (Unaudited) SR 000	Year ended 31 December 2013 (Audited) SR 000
Amounts due:		
Within one year	**448**	272
Between one and five years	**425**	647
After five years	**117**	217
	990	1136

19. RELATED PARTY TRANSACTIONS

The significant transactions and balances with related parties are as follows:

a) Due from related parties

During the period, the Group sold residential homes to individuals who sought financing from Saudi Home Loans, which is an associate to the Group. In these instances, Saudi Home Loans pays the consideration in respect of the residential property sale to the Group on behalf of the individual. There is no recourse to the Group if such lending by Saudi Home Loans results in non performing receivables. The details of the transactions, included in trade receivable (refer note # 9) are as follows:

	Three-month period ended 31 March 2014 (Unaudited) SR 000	Year ended 31 December 2013 (Audited) SR 000
Balance, beginning of the period/year	**143**	143
Sales/ debits during the period/year	**50**	-
Balance, end of the period/year	**193**	143

b) Due to related parties

The Khozam Real Estate Development Company (KDC) management requested to invest excess cash balance of KDC with the group at a nominal profit. The details of the transactions, included in trade payable and other (refer note # 13) are as follows:

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	SR 000
Balance, beginning of the period/year	**196,246**	198,101
Expenses/assets	**-**	0
Repayment of advances	**(302)**	(3,815)
Profit charged	**490**	1,960
Balance, end of the period/year	**196,434**	**196,246**

c) Other related party transactions

(i) Bank Alkhair B.S.C

The Group engaged Bank Alkhair B.S.C, a non-associate entity, to provide general financial advisory, Shariah' compliance advises and management support for the recent international sukuk. The details of the transactions, included in trade payable under trade payable and others (refer note # 13) are as follows:

	Three-month period ended 31 March 2014 (Unaudited)	Year ended 31 December 2013 (Audited)
	SR 000	SR 000
Balance, beginning of the period/year	**1,296**	-
Fees & expenses charged for the period/year	**-**	6,733
Amount paid during the period/year	**-**	(5,437)
Balance, end of the period/year	**1,296**	1,296

For the three month period ended 31 March 2014 and the year ended 31 December 2013, no other transactions are entered into with entities that have common Board Members or Shareholders to the Group.

In addition, the Group entered into certain other transactions with related parties that did not have a significant impact on the financial position or comprehensive income of the Group.

See also note 8.

20. RETIREMENT BENEFIT PLANS

The Group makes payments to defined contribution retirement benefit plans in the form of the General Organisation of Social Insurance that are charged as an expense as they fall due. Payments are made on the basis of a percentage of qualifying salary for certain employees to this state-managed scheme.

The total cost charged to the interim condensed consolidated statement of comprehensive income for the three month period ended 31 March 2014 was SR 0.64 million (31 March 2013: SR 0.76 million), and the outstanding contribution as at 31 March 2014 is SR 164 thousand (31 March 2013: SR 169 thousand).

21. CAPITAL MANAGEMENT

The Group manages its capital to ensure that entities in the Group will be able to continue as a going concern while maximising the return to its parent company through optimisation of debt and equity balances. The Group's overall strategy remains unchanged from 2007, when the Group diversified its sources of funding and issued two medium term Sukuks ranging from 3-5 years. Considering the track record of timely repayment of the first two sukuks and the group expertise developed over the past five years to access international markets for shariah' compliant funding, the management continue to maintain its relationship with the capital markets and monitor the markets for future issuance. The Group adhere to international best practices in corporate governance and consider the capital market transactions to create additional shareholders value.

The capital structure of the Group consists of net debt (borrowings adjusted with cash and cash equivalents) and equity (comprising share capital, statutory reserve, and retained earnings). The Group is not subject to any externally imposed capital requirements.

Gearing ratio
The Group consistently monitors its gearing ratio, to ensure compliance with external covenant requirements.

22. FINANCIAL RISK MANAGEMENT

The Group's principal financial liabilities are mainly comprised of Islamic Murabaha (term and annual revolving) facilities taken from banks, issue of Islamic Sukuk, trade payable and other payables to contractors and suppliers. The paramount objectives of these financial instruments are to raise the funding base for various projects as well as for the working capital requirement of the Group.

The Group also has financial assets in the form of bank deposits, cash in hand, due from related parties and trade and other receivables, which are integral and directly derived out of its regular business. On the reporting date the Group has not entered into any non-Islamic financial variable instrument contracts by way of currency hedging, commission rate swap agreements or similar instruments.

The Group's financial operations are subject to the following risks:

1. Credit Risk
2. Commission Rate Risk
3. Liquidity Risk
4. Foreign Currency Risk
5. Islamic financial variable instrument

Credit Risk
The Credit Risk can be defined as a loss of value of an asset as a result of a failure by a customer or a counter party to such commercially valid and legally enforceable contract to comply with its obligations.

The general sales policy of the Group is "No Credit" terms, but in some cases there are enhanced payment schedules or staggered payment request by selected customers which have been accommodated. In such cases the Group has an exposure of credit risk with respect to the amount due from those customers.

However, in such cases the Group holds back the final delivery or possession of the property to mitigate the risk until the full amount due is paid to the satisfaction of the contract. The monitoring and follow up of balances is completed regularly and as a result the Group's exposure to losses is limited.

With respect to the credit risk exposure of other financial assets, namely, due from related parties, bank deposits and trade and other receivables, the maximum credit risk of the Group is limited to their carrying values, in case there is a failure of the other party to meet its obligation.

As of the reporting date, the Group does not have significant credit risk concentration with any single party or a group.

Commission Rate Risk
Commission Rate Risk is associated with a change in the commission rate available when renegotiating financial instruments that are influenced by the current global financial market conditions. The Group is exposed to commission rate risk with respect to its floating commission covenants agreed for its long term Sukuk borrowings and other Islamic Murabaha (revolving credit) facilities obtained from local banks.

The short term revolving borrowings' rates are renegotiated at every renewal proposal to achieve the best possible commission rate to reflect the given financial credentials and related risk perception of the Group.

The Group has a specific shariah' complaint commission rate swap contract to manage its commission rate risk. The Group's international borrowing commission rates are primarily based on LIBOR and its local borrowings are based on SAIBOR. Hence the commission exposure of the Group is variable according to the changes in the LIBOR & SAIBOR.

The commission rate sensitivity analysis is performed based on the commission rate exposure of the Group for floating rate liabilities outstanding at the end of the interim condensed consolidated statement of financial position date. The calculations are done on floating commission rates assuming the liabilities outstanding for a whole year as at the interim condensed consolidated statement of financial position date.

During the period under review the average rate of 3 months LIBOR varied between 0.24% and 0.23% (0.27 % and 0.30 % for 2013) and SAIBOR varied between 0.96% and 0.95% (0.99% and 0.97 % for 2013).

The sensitivity of commission variance on the Group's external borrowings which affects the interim condensed consolidated financial statements of the Group is shown below:

	Three-month period ended 31 March 2014 (Unaudited)	**Year ended 31 December 2013 (Audited)**
	SR 000	**SR 000**
+ 25 basis points	**15,170**	**14,973**
- 25 basis points	**(15,170)**	**(14,973)**

The net profit of the Group for the reported period would have been affected by the above amount as a result of such changes in floating commission rates. Due to the capitalisation of borrowing costs directly attributed to projects in progress, there would be timing differences on such an impact to the Group's current profit and loss account and the current impact would be limited to around 10%, as historically, the management capitalises approximately 10% of borrowing costs to projects in progress as explained in note 2.9.

Liquidity Risk
Liquidity Risk can result from a difficulty to meet the financial commitments and obligations of the Group as per the agreed terms and covenants.

To mitigate the liquidity risk and associated losses of business and brand value opportunities; the Group, where possible, keeps sufficient liquid assets in all business conditions. The Group refrains from funding its long term capital requirements through short term borrowings and related party current account transactions. Currently the long term projects are funded from long term or revolving borrowings only. The Group also has a dynamic cash flow assessment policy and system by which it can estimate and plan the maturities as well as required resources to meet such obligations.

The total weighted average effective annual commission rate for the three month period ended 31 March 2014 is 7.5% (31 December 2013: 7.6%)

See notes 10 and 13 for further details.

Foreign Currency Risk
Foreign Currency Risk is associated with the change in the value of the carrying value in the functional currency due to the variation of the underlying foreign currency obligation or right by way of transaction or translation reasons. The functional currency of the Group is the Saudi Riyal that is pegged against the US Dollar with a fixed exchange rate of 3.75 Saudi Riyals per US Dollar. Since transactions, other than US Dollars, are negligible; the Group does not assume any significant foreign currency risk.

Islamic financial variable Instruments Risk
As part of its asset and liability management, the Group uses Islamic finance variable instruments for hedging its exposure to commission rate and cash flow risks. This is generally achieved by hedging specific transactions. The Group uses Islamic finance variable instruments primarily to manage exposures to foreign currency and commission rate risks. The Group’s principal objective in holding Islamic finance variable instruments is to reduce the cash outflows associated with changes in foreign currency and fixed commission rates. The Group’s Islamic finance variable instruments are exposed to credit risk to the extent of that counterparty’s inability to meet the contractual obligations. The Group mitigates such risks by dealing with major financial institutions as its counterparties. The group Management does not expect any material losses or risk from the default of counterparties as the potential risk of such defaults is periodically monitored.

23. COMMITMENTS

To complete the long term construction and development of investment and development properties, the Group have committed to a number of contractual arrangements and agreements. Such contracts are cancellable at the Group’s discretion with no penalties. The estimated uncompleted contracts outstanding as at 31 March 2014 amounts to SR 81 million (31 December 2013: SR 85 million).

These commitments are expected to be settled within the duration of the projects in progress and shall be funded through prospective property sales and external borrowings, if necessary.

24. CONTINGENCIES

During the normal course of business there are general litigations and legal claims. Management takes legal advice as to the likelihood of success of claims and no provision is made when the action is unlikely to succeed.

At 31 March 2013, there were no significant claims notified (31 December 2013: None).

25. INTERIM RESULTS

The results of operations for the interim periods may not be a fair indication of the results of the full year operations of the Group

ANNEX C

SHARI'A ADVISERS

The transaction structure relating to the Programme and the Trust Certificates has been approved by Shari'a Supervisory Board of Bank Alkhair and by Dr. Hussein Hamed Sayed Hassan. Prospective Certificateholders should not rely on such approvals in deciding whether to make an investment in the Certificates and should consult their own Shari'a advisers as to whether the proposed transaction described in such approvals is in compliance with their individual standards of compliance with Shari'a principles.

Details of the Shari'a advisers in respect of the Programme are set out below.

Shari'a Supervisory Board of Bank Alkhair

The Shari'a Supervisory Board of Bank Alkhair currently comprises the six members set out in the following table:

Name	Title
Dr. Khalid Mathkoor Al-Mathkoor	Chairman
Dr. Aagil Jasim Al-Nashmy	Deputy Chairman
Dr. Abdul Sattar Abu Ghuddah	Member
Dr. Ali Muhyealdin Al-Quradaghi	Member
Dr. Mohammad Daud Bakar	Member
Sh. Nizam Mohammad Saleh Yaqouby	Member

Brief biographies of each of the members of the Shari'a Supervisory Board of Bank Alkhair are set out below.

Dr. Khalid Mathkoor Al-Mathkoor

Dr. Al-Mathkoor serves as Chairman of the Higher Consultative Committee for Finalisation of the Application of the Provisions of Islamic Shari'a for the State of Kuwait. He is a lecturer in the Division of Comparative Jurisprudence and Shari'a Policy of the Faculty of Shari'a and Islamic Studies at the University of Kuwait. Dr. Al-Mathkoor is also a member of the Higher Planning Board of the State of Kuwait, and serves on the Shari'a Supervisory Boards of a number of Islamic banks. Dr. Al-Mathkoor holds a Ph.D in Shari'a from Al-Azhar University, Egypt.

Dr. Aagil Jasim Al-Nashmy

Dr. Al-Nashmy is a Professor at the Faculty of Shari'a and Islamic Studies at the University of Kuwait. He represents the State of Kuwait in the Islamic Fiqh Academy. He is a member of the Shari'a Supervisory Boards of a number of Islamic banks, as well as of the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI). Dr. Al-Nashmy also serves on the Fatwa Committee of the Kuwait Ministry of Awqaf and Islamic Affairs. Dr. Al-Nashmy holds a Ph.D in Shari'a from Al-Azhar University, Egypt.

Dr. Abdul Sattar Abu Ghuddah

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Dr. Hussein Hamed Hassan

Dr. Hassan either chairs or is a member of the Shari'a supervisory boards of more than twenty Islamic financial institutions across the world, including Emirates Islamic Bank, Dubai Islamic Bank, National Bank of Sharjah, Islamic Development Bank, Dubai Islamic Insurance and Re-Insurance (Aman), Tamweel, AMLAK, the Liquidity Management Centre and the Accounting and Auditing Organization for Islamic Financial Institutions.

Dr. Hassan is the author of 21 books on Islamic law, finance, economics, social studies and art, in addition to more than 400 research articles on these subjects. He served as Assistant Professor, Associate Professor and Professor of Shari'a in the Faculty of Law and Economics at Cairo University between 1960 and 2002. Dr. Hassan received his Ph.D. from the Faculty of Shari'a at Al Azhar University in Cairo, Egypt in 1965. He also holds two degrees in Law from the International Institute of Comparative Law, University of New York and two degrees in Law and Economics from Cairo University.