

August 25<sup>th</sup>, 2012

To: HONORABLE JUDGE SEAN H. LANE

Address:

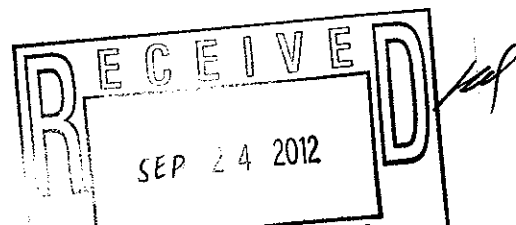
US Bankruptcy Court  
Southern District of New York  
One Bowling Green  
New York, New York, 10004  
United States of America  
Tel: (212) 284-4045  
Attention; HONORABLE JUDGE SEAN H. LANE Chambers

**Subject:**

1. I Hani Alsohaibi a citizen and resident of Saudi Arabia is filing a motion for dismissal of the United States Bankruptcy Court Case for Arcapita Bank B.S.C. because Arcapita Bank B.S.C. has been illegally operating in Saudi Arabia.
2. Arcapita Bank B.S.C. is currently under investigation by the Saudi Capital Market Authority, the governing body of the Saudi Legal Banking System and other Saudi Government Agencies.
3. The Saudi Capital Market Authority has acknowledged that Arcapita Bank B.S.C. is not authorized to conduct operations in Saudi Arabia. Arcapita Bank B.S.C. is illegally operating in Saudi Arabia and they have not been authorized to conduct any banking activities in the Kingdom of Saudi Arabia such as soliciting to sell their investment portfolios, soliciting the signing of contracts, soliciting payment for their investment portfolios and so on.
4. Arcapita Bank B.S.C. is under investigation for Fraud against the Saudi Capital Market Authority the Saudi Arabian Government and the People of Saudi Arabia.

**In brief:**

Your honor, Arcapita Bank B.S.C. is seeking protection from all creditors local and international, thus achieving global protection from all banking institutions, legal systems, government authorities and thus I raise my case. Arcapita Bank B.S.C is a global banking institution, Arcapita Bank B.S.C. in return, must adhere to international law and local law for each country where Arcapita Bank B.S.C. has performed and operated illegally, without licensing and government banking institution authority approvals in the Kingdom of Saudi Arabia. With this in mind, I present to you this motion against Arcapita Bank B.S.C. for their illegal activities and operations past and present without licensing by the local authorities in the Kingdom of Saudi Arabia.



**Filing a Motion for Dismissal of bankruptcy court case:**

I Hani Alsohaibi a citizen and a resident of Saudi Arabia is hereby filing on my own behalf a motion for dismissal with your honorable Bankruptcy Court against Arcapita Bank B.S.C. for their illegally operations and activities in the Kingdom of Saudi Arabia. This letter will serve as my request for motion of dismissal, **(Attachment Number:1).**

**Filing a Motion to hold Arcapita Bank B.S.C and their executives liable for fraud.**

I Hani Alsohaibi appeal for this honorable court to hold Arcapita Bank B.S.C. executives accountable for their illegally operations and activities in the Kingdom of Saudi Arabia and charged with the maximum penalty the Honorable United States Bankruptcy Court. This letter will serve as my request for motion to hold Arcapita Bank B.S.C. and their executives accountable for deceiving the United States Bankruptcy Court, **(Attachment Number:1).**

**Frame of the Motion:**

Arcapita Bank B.S.C. a Bahrain Bank from the Middle East has been illegally operating without any Licensing from the local authorities in the Kingdom of Saudi Arabia and still to this date have current Staff available on call in Jeddah and Riyadh Saudi Arabia. The Current Arcapita Bank B.S.C. staff names and addresses are available on request, this day: August 25<sup>th</sup> 2012. I am able to guaranty the location and identity of the current sales force prior to notification of Arcapita Bank B.S.C. or their law office. I am sorry that I cannot guaranty their whereabouts after the bank realizes the content of this letter and the requested motion against them.

Imagine that you hear of a bank located in your city and they contact you and request to visit you in the same city Jeddah Saudi Arabia and vise versa, and you like what they offered you, would you ever consider that they are illegal or that they are unlicensed banking institution in your country. No you would not and you would not even think of such a thing because in no way shape or form should a legitimate international bank do such a disgraceful act as this. They cheated all of us.

Per rules and regulations of the Saudi Capital Market Authority the ultimate authority in the Kingdom of Saudi Arabia for Licensing all Banking, Financial, Investment Institutions, that no entity or banking/Financial/Investment Institution is allowed to operate or conduct any type of business, solicit the sale of investment portfolios, solicit the signing of contracts, solicit money for those investments, or engage or receive payment from any person or institution unless they are licensed by the Saudi Capital Market Authority of the Kingdom of Saudi Arabia. **(Attachment number:2)**



**Brief history prior to Arcapita Bank B.S.C. filing for bankruptcy:**


Arcapita Bank B.S.C sold major assets only 2 months or less prior to filing for bankruptcy. This is a fact and you may check their records. Arcapita Bank B.S.C did not share any of the sales profits gained from the sale of assets with investors or creditors. This truly proves ill intentions by Arcapita Bank B.S.C.

Only when Arcapita Bank B.S.C. announced in the Media and to all investors that they are filling for bankruptcy protection in America that enables them to have global protection, that, I myself Hani Alsohaibi and other investors have contacted the Saudi Capital Market Authority to enquire about the legitimacy of Arcapita Bank B.S.C.'s and their legal statues. The Saudi Capital Market Authority has confirmed that Arcapita is not authorized to conduct any business in Saudi Arabia and forbid any institution from operating, conducting any business, solicit for the sale of investment portfolios, solicit to sign contracts, solicit for payment, engage in any banking activity, and provide banking institution facilities and many more. This information is hereby provided in the form of a PDF Letter for all legally registered and authorized banking institutions in the Kingdom of Saudi Arabia dated Monday, 28 May 2012. This information is provided here as an attachment to this letter. The Saudi Capital Market Authority detailed letter is written in both in English and Arabic languages. I have also included the Saudi Capital Market Authority full address, Fax and Email. (**Attachment number:3**)

**Extension of the Legal Authorities Globally:**

So how can the Honorable Bankruptcy Court of the great United States of America be deceived by an investment bank and thus granted protection around the globe, if this same institution is deceitful and dishonest in some countries around the globe. If the protection of a banking institution is to be applied around the world and granted around the world, then the same institution must face consequences and possibly perjury for any illegal activities, operations, solicitation for the sale of investment portfolios, solicitation to sign contracts, solicitation of payment, engagement in any banking activity and be accountable for providing banking institution facilities. **Their liability must extend globally along with their protection.**

**The United States Bankruptcy Court grants protection around the globe and should also hold responsible and penalized all those banking institutions that are illegally operating in countries where they are have no jurisdiction and no licensing by the local banking institution governing body of the host country.**

1. I, Captain Hani Shamsan Alsohaibi, based and residing in Jeddah, Kingdom of Saudi Arabia had been the victim of the fraudulent activity of Arcapita Bank B.S.C. in the Kingdom of Saudi Arabia when they deceived me in to signing several illegal investment contracts in Jeddah Saudi Arabia and accepted payment for it. This is my sworn testimony to the facts here in this paragraph. (**Attachment Number:1**).
  2. Under false pretense Arcapita Bank B.S.C. has presented themselves to me, Captain Hani Alsohaibi in Jeddah Saudi Arabia. I would like to confirm and swear that all investments were solicited by Arcapita Bank B.S.C to me in Jeddah Saudi Arabia and all contracts were signed in Jeddah Saudi Arabia. This is illegal and not authorized since they are not licensed to operate and conduct any business of any sort by the **Saudi Capital Market Authority**. I would like this letter to serve as my affidavit to the fact listed in this point no. 2 of this letter and this paragraph. (**Attachment Number:1**).
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3. I am including the investments list that Arcapita Bank B.S.C. had presented to me in Jeddah Saudi Arabia and I accepted their proposal portfolios assuming that they are legitimate banking institution presenting legally in Jeddah Saudi Arabia. **(Attachment Number:4) and (Attachment Number:5).**
4. Arcapita Bank B.S.C. practices fraudulence in a sense that it operates 100% illegally outside their jurisdiction with no binding legal licensing from any authority in the Kingdom of Saudi Arabia. Some of the facts that confirms their illegal activities:
- a. Mr. Riyadh Saleh Ahmed Alsaie a Kingdom of Bahrain Citizen holding passport number: 1775555, was employed by Arcapita as General Manager and Sales Director for Saudi Territory Sales was released from his position in the year 2009 while Arcapita Bank B.S.C. is still conducting operation from the rented villa in Jeddah Saudi Arabia. **(Attachment Number 6).**
  - b. Mr. Riyadh Saleh Ahmed Alsaie Business Card from First Islamic Bank, (This bank name was latter changed in 2004 from First Islamic Bank to Arcapita Bank B.S.C). **(Attachment Number 7).**
  - c. Arcapita Bank B.S.C. office villa rental agreement contract was written in the name of one of the Arcapita Directors named Mr. Riyadh Saleh Ahmed Al Saie and signed by 2 directors as well:
    - i. Mohamed Nooraddin, Vice President Arcapita Bank B.S.C.
    - ii. Riyadh Saleh Ahmed Al Saie, Director Arcapita bank B.S.C.

The only reason that 2 directors sign a personal villa rental agreement contract in Jeddah Saudi Arabia, is only when the Arcapita Bank B.S.C is clearly using and benefiting for office use. Please note, this a 100% proof that Arcapita Bank B.S.C. is the ultimate user of the property. Here are the supporting documents. **(Attachment Number 8: {3 pages}).**

- d. Arcapita Bank B.S.C. office villa rental agreement contract was written in the name of one of the Arcapita Directors named Mr. Riyadh Saleh Ahmed Alsaie a Kingdom of Bahrain Citizen holding passport number: 1775555, We have provided documents testify for the following. **(Attachment Number 9), (Attachment Number 10).**
- e. Arcapita Statement of Account from 1 April 2005 to 31 Jan 2010. **(Attachment Number 11).**
- f. Letters from Nueva Andalucia Real-Estate company to Arcapita Bank. **(Attachment Number12), (Attachment Number 13), (Attachment Number 14).**
- g. All Payments were made to Renting Facility by Arcapita Bank B.S.C. business accounts in Bahrain via their depicted account numbers listed in the account statement of Nueva Andalucia Real-Estate Company. **(Attachment Number15), (Attachment Number 16), (Attachment Number 17).**
- h. Warning Letter from Arcapita Lawyers to Hani Alsohaibi. **(Attachment Number18).**
- i. Emails by Arcapita Bank B.S.C. Accounting Management to Renting Facility requesting a refund for their premises security deposit. Arcapita Bank B.S.C. Mr. Abdulla Qetami, Senior Accountant | Financial Controller is Requesting a Refund for the Banks Security Deposit from the Renting Facility this year 2012 long after Mr. Riyadh Saleh Ahmed Alsaie a Kingdom of Bahrain Citizen holding passport number: 1775555 was released from Employment. Why is Arcapita Seeking to return security deposit unless they are the actual renters of the facility. To our knowledge, Mr. Riyadh Alsaie has been released from employment from end of 2009. (Arcapita Bank B.S.C. Employment records will show that he was not employed at the time of the email requests for security deposit refund). **(Attachment Number 19).**
- j. Telephone Records for their Calls. **(Attachment Number 20).**
- k. Warning letter from Nueva Andalucia Rea-Estate Company to Arcapita that they are conducting business meeting in their place of residence. **(Attachment Number21),**

**Some additional factual incriminating data sheets against Arcapita Bank B.S.C that has been submitted to the Saudi Government Authority for their review and assessment for their illegal activities.**

- Original Hundreds of detailed telephone bills from villa to Saudi clients with time/date stamp as well details of telephone numbers called, origin of call and duration of call.
  - Original Mr. Riyadh hand written meeting arrangement request and agenda documentations in the compound.
  - Original sales receipts for the restaurant for all the meeting expenses with number of guests from outside the compound and inside it.
  - Original Compound Security Guard Records listing names of all visitors coming to B4 with car type, color and license plate numbers.
  - Original Complaint letters from the management to B4 villa for miss use of facility.
  - Original Saudi National Guard security forces visitor names, vehicle type and license plates/
  - Copies of all signed documents and witnesses that Capt Hani\_ signed at B4 Premises.
- All documents listed here are available on request.

**Investigation by several Saudi Government Branches;**

The following Saudi Arabian government agencies are currently investigating Arcapita Bank B.S.C. for conducting illegal operations and banking services as well as the solicitation for the sale of investment portfolios, solicitation to sign contracts, solicitation of payment, and engagement in any banking activity without Licensing by the Saudi Capital Market Authority (the official licensing body for all Saudi Arabia Banking institutions).

- Saudi Capital Market Authority is currently conducting an investigation against Arcapita Bank B.S.C for their illegal activities as well as the following:
  - a. Deceiving customers as well as myself in to believing that they are legal and licensed authorized banking institutions in the kingdom of Saudi Arabia.
  - b. Selling illegal investment portfolios in the kingdom of Saudi Arabia.
  - c. Illegally signing contracts in the kingdom of Saudi Arabia.
  - d. Illegally accepting payment for investment contracts.
  - e. Illegally conducting business without a license.
  - f. Operating an office without licensing in Jeddah Saudi Arabia.
- Saudi Monetary Agency is currently conducting an investigation against Arcapita Bank B.S.C for their illegal activities as well as the following:
  - a. Deceiving customers as well as myself in to believing that they are legal and licensed authorized banking institutions in the kingdom of Saudi Arabia.
  - b. Selling illegal investment portfolios in the kingdom of Saudi Arabia.
  - c. Illegally signing contracts in the kingdom of Saudi Arabia.
  - d. Illegally accepting payment for investment contracts.
  - e. Illegally conducting business without a license.
  - f. Operating an office without licensing in Jeddah Saudi Arabia.
- Saudi Arabia Chamber of Commerce is currently conducting an investigation against Arcapita Bank B.S.C for their illegal activities as well as the following:
  - a. Deceiving customers as well as myself in to believing that they are legal and licensed authorized banking institutions in the kingdom of Saudi Arabia.
  - b. Selling illegal investment portfolios in the kingdom of Saudi Arabia.
  - c. Illegally signing contracts in the kingdom of Saudi Arabia.
  - d. Illegally accepting payment for investment contracts.

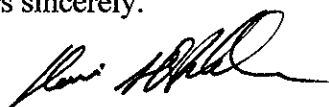
- e. Illegally conducting business without a license.
- f. Operating an office without licensing in Jeddah Saudi Arabia.
- Saudi Arabia Ministry of Finance is currently conducting an investigation against Arcapita Bank B.S.C for their illegal activities as well as the following:
  - a. Deceiving customers as well as myself in to believing that they are legal and licensed authorized banking institutions in the kingdom of Saudi Arabia.
  - b. Selling illegal investment portfolios in the kingdom of Saudi Arabia.
  - c. Illegally signing contracts in the kingdom of Saudi Arabia.
  - d. Illegally accepting payment for investment contracts.
  - e. Illegally conducting business without a license.
  - f. Operating an office without licensing in Jeddah Saudi Arabia.
- Saudi Interior Ministry Illegal Operations Division is currently conducting an investigation against Arcapita Bank B.S.C for their illegal activities as well as the following:
  - a. Deceiving customers as well as myself in to believing that they are legal and licensed authorized banking institutions in the kingdom of Saudi Arabia.
  - b. Selling illegal investment portfolios in the kingdom of Saudi Arabia.
  - c. Illegally signing contracts in the kingdom of Saudi Arabia.
  - d. Illegally accepting payment for investment contracts.
  - e. Illegally conducting business without a license.
  - f. Operating an office without licensing in Jeddah Saudi Arabia.

**Saudi Law Process:** Any entity and its executives that operate illegally with no licensing in any form, will be penalized by the Saudi Authorities to the maximum extent of the law and will not have any privileged protection from any bankruptcy court from the Saudi Arabia government regulatory ruling or creditors or civil law suits.

**Saudi Capital Market Authority**, encourages all its citizens to report such illegal activities or conduct by any banking institution.

**Question to the court:** Would Arcapita Bank B.S.C. and their executives be liable for lying to the United States Bankruptcy Court and charged with perjury?

Yours sincerely.



Capt. Hani Shamsan Alsohaibi

P.O.Box 805

Jeddah, 21421

Saudi Arabia

Tel: +966 505 607066

Email: hani@alsohaibi.com

Capital Market Authority - Licensed Banks in Saudi

هيئة السوق المالية  
Capital Market Authority  
Kingdom of Saudi Arabia



Their email and contact Details:

CMA INFO

مركز المعلومات

P.O.Box 220022

Riyadh, 11311

Saudi Arabia

Email: info@cma.org.sa

www.cma.org.sa

Tel: 800 245 1111

Fax: 00966 1 279 7006

Arabia Saudi | 11311 Riyadh | Box 220022 .P.O

7006 279 1 Fax: 00966 | 1111 245 Toll-Free: 800

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Date: Mon, 28 May 2012 09:49:09 +0000

From: info@cma.org.sa

To: sofab2011@hotmail.com

Subject: Re [16374#] إستفسار

استاذ/ محمد المحترم

بعد التحية ،،،

نود افادتكم بانه يمكنكم الرجوع الى الرابط ادناه للاطلاع على قائمة الاشخاص المرخص لهم :

قائمة الاشخاص المرخص لهم

كما نود التنويه الى ضرورة التثبت من حصول الجهات التي يتم التعامل معها على ترخيص من الهيئة، ولا يحق للأشخاص الغير المرخص لهم جمع الأموال أو ممارسة أي نشاط يتعلق بالأوراق المالية بما في ذلك تقديم المنتجات أو الخدمات المتعلقة بالأوراق المالية مثل التعامل في ورقة مالية ببيع أو شراء أو إدارة الأوراق المالية أو تقديم أشخاص فيما يتعلق بأعمال الأوراق المالية أو تقديم الاستشارات في أعمال تمويل الشركات أو التصرف بأي شكل من أجل تنفيذ صفقة على ورقة مالية، أو تقديم المشورة بشأن مزايا أو مخاطر التعامل في ورقة مالية أو ممارسة أي حق تعامل يترتب على ورقة مالية ونحوها، كما يمكنكم الابلاغ فوراً عن أي حالات يمارس فيها أشخاص غير مرخص لهم أيّاً من أعمال الأوراق المالية.

The Saudi Capital Market Authority is the Kingdom of Saudi Arabia Governing body for all banking institutions and investment bank institutions in the Kingdom of Saudi Arabia and is here by confirms that it holds the ultimate licensing authority in this regard. Under no circumstances will a banking institution or entity is allowed to operate, solicit the sale of investment portfolios, solicit the signing of contracts, solicit money for those investments, or engage or receive payment from any individual or institution or operate and conduct any business of any sort in the Saudi Arabian territory unless they have been dully approved and licensed by the Saudi Capital Market Authority.

"نستثمر في الثقة"

مركز المعلومات | INFO CMA

General Manager Office

Licensing Office

Arabia Saudi | 11311 Riyadh | Box 220022 .P.O

7006 279 1 Fax: 00966 | 1111 245 Toll-Free: 800

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هيئة السوق المالية  
Capital Market Authority



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--Original Message--

sofab2011@hotmail.com :From

PM Date: 5/28/2012 12:00:59

info@cma.org.sa :To

إستفسار :Subject

الموضوع: إستفسار

التعليق: إستفسار عن بنك أو شركة ( أركايتا البحرين) هل هي معتمده من هيئة سوق المال السعودي أم لا وفي حالة إنه لم يكن مرخص من قبلكم أو من قبل مؤسسة النقد السعودي هل يسمح له بأن يمارس نشاطه مع مستثمرين داخل المملكة العربية السعودية

2012/05/28

اسم المتصل: محمد مصطفى معيطي

رقم الجوال: 966555897258

الفتة: أستثمار

البلد: المملكة العربية السعودية





الأشخاص المرخص لهم  
27/06/2012

ملاحظات	الموقع الإلكتروني	نوع الرخصة				تعمل		الرقم اسم الشخص المرخص له
		المخط	تقديم المستورة	رئيس	إدارة عمليات المتداول	إدارة صناديق الاستثمار	إدارة صناديق الاستثمار	
	nawafj@sedco.com	✓	✓	✓	✓	✓	✓	1 الشركة السعودية للتقسيط والتأمين لتقسيط المالية
	www.amwal.com.sa	✓	✓	✓	✓	✓	✓	2 أموال الاستثمارات المالية المحدودة
	www.darfin.com.sa	✓	✓	✓	✓	✓	✓	3 دار التمويل والاستثمار المالية
	jonathan.morris@sc.com	✓	✓	✓	✓	✓	✓	4 ستاندرد تشارترد كابيتال العربية السعودية
	www.hsbcSaudi.com	✓	✓	✓	✓	✓	✓	5 شركة إفش ابن بي سي العربية السعودية المحدودة
	www.ifaqcapital.com	✓	✓	✓	✓	✓	✓	6 شركة إيفان كابيتال
	www.iftraacapital.com	✓	✓	✓	✓	✓	✓	7 شركة إفراء المالية
	info@adeenglobal.com	✓	✓	✓	✓	✓	✓	8 شركة أديم المالية
	www.arbahaicapital.com	✓	✓	✓	✓	✓	✓	9 شركة أرياح المالية
لم تبدأ بمعاملة العمل	silash.nuparel@archglobal.com	✓	✓	✓	✓	✓	✓	10 شركة ارن سنكلا
	www.oc.com.sa	✓	✓	✓	✓	✓	✓	11 شركة أصول المالية
	www.ebanah.com	✓	✓	✓	✓	✓	✓	12 شركة الإيكة المالية
	www.alistihmarcapital.com	✓	✓	✓	✓	✓	✓	13 شركة الاستثمار الخوراني المالية والوساطة
	www.emiratesnbcapital.com.sa	✓	✓	✓	✓	✓	✓	14 شركة الإمارات دبي الوطني كابيتال السعودية المحدودة
بدأت لقاء تنفيذ صفقات هامش التغطية	www.alinmainvestment.com	✓	✓	✓	✓	✓	✓	15 شركة الإماء للاستثمار
	www.ncbc.com	✓	✓	✓	✓	✓	✓	16 شركة الأهلي المالية
	www.alawwafis.com	✓	✓	✓	✓	✓	✓	17 شركة الأول كابيتال

الأشخاص المرخص لهم

الاسم	الرقم	التاريخ	النوع	الولاية	الترخيص	الرقم	النوع	الولاية	الترخيص	الرقم	النوع	الولاية	الترخيص	الرقم	النوع	الولاية	الترخيص
بمقتضى قرار من	18	27/06/2012	شركة	الأولى	جرجيت	www.aloulageojit.net	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
هامش التصدي	19		شركة	البحر	الشرق	www.saudimed.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	20		شركة	البلاد	للاستثمار	www.albiladinvest.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	21		شركة	الجزيرة	للأوراق	www.aljaziracapital.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	22		شركة	الخبر	المالية	A.Shata@Alkhabeer.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
بمقتضى قرار من	23		شركة	الخبر	كابيتال	pvsurell@unicornsa.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
هامش التصدي	24		شركة	الراجحي	المالية	www.akrajhi-capital.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	25		شركة	الرياض	المالية	www.riyadcapital.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	26		شركة	السعودي	الفرنسي	www.fransitadawul.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	27		شركة	السعودي	اليوناني	www.shc.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	28		شركة	الشرق	الأوسط	www.mefic.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	29		شركة	العربي	الوطني	www.aubinvest.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	30		شركة	التريق	الأول	www.TeamOne.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	31		شركة	المجموعه	عده	www.efg-hermes.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
لم تبدأ بممارسة العمل	32		شركة	المقظة	السعودية		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	33		شركة	المتكاتف	لتقويات	www.theinvestor.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	34		شركة	المستثمرين	إدارة الأصول	aalattas@giamco.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	35		شركة	المستثمرين	للإستشارات المالية	www.gulf-advisors.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

الأشخاص المرخص لهم

رقم الترخيص	اسم الشخص المرخص له	نوع الترخيص	تاريخ الترخيص	تاريخ انتهاء الترخيص	ملاحظات
37	شركة الوساطة المالية	✓	✓	✓	www.malazcapital.com
38	شركة انجريد كابيتال لخدمات الوساطة	✓	✓	✓	www.wasatah.com.sa mron@integrationcap.com
39	شركة انفال كابيتال	✓	✓	✓	www.anfaalcapital.com
40	شركة الاستثمارات السعودية للاستشارات المالية	✓	✓	✓	contact.ksa@investcorp.com
41	شركة باركايز العربية السعودية	✓	✓	✓	Faisal.AIKawas@barcap.com
42	شركة بلوج للاستثمار السعودية	✓	✓	✓	www.blominvestksa.com
43	شركة بي إن بي باريا السعودية للاستثمار	✓	✓	✓	loai.alkhalefah@bnpparibas.com
44	شركة بيت الاتحاد المالي	✓	✓	✓	www.uhf.com.sa
45	شركة بيت الاستثمار العالمي السعودية	✓	✓	✓	www.globalinv.com.sa
46	شركة بيت الاستثمارات الوطني	✓	✓	✓	www.lnccom.com
47	شركة بيت التمويل السعودي الكويتي	✓	✓	✓	www.skfh.com.sa
48	شركة بيت المال الخليجي	✓	✓	✓	www.bmk.com.sa
49	شركة جوي للاستثمار	✓	✓	✓	www.jadwa.com
50	شركة جلف ون كابيتال	✓	✓	✓	taher@compass-cc.com
51	شركة جولدمان ساكس العربية السعودية	✓	✓	✓	Neil.Davis@ln_email.gs.com
52	شركة جي آي بي كابيتال	✓	✓	✓	k_alghamdi@gibryd.com
53	شركة جي بي مورغان العربية السعودية المحدودة	✓	✓	✓	nicolas.g.assouad@jpmorgan.com
54	شركة دراية المالية شركة دبيتمت العربية	✓	✓	✓	www.derayah.com





هيئة السوق المالية  
Capital Market Authority

الأشخاص المرخص لهم

27/06/2012

بالإضافة تنفيذ صفقات هامش التغطية	Takuya.furuya@nomura.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	74	شركة نومورا العربية السعودية
	www.wataninvest.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	75	شركة وطن للاستثمار وأصول الأوراق المالية
	www.ubs.com/sa/ar/homepage/overlays/ubs-in- saudi-arabia.html	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	76	شركة يو بي إس العربية السعودية
	janahi@vc-bank.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	77	فيلتر كابيتال الاستثمارية السعودية
	www.aldukheil.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	78	مجموعة الدخل المالية للإستثمار
	www.nefae.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	79	مجموعة التقييم للإستثمار
	www.bakheetgroup.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	80	مجموعة بحيث الاستثمارية
	www.bmg.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	81	مجموعة بي أم جي المالية
	www.vcg.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	82	مجموعة رؤيا المالية
	www.ksb.com.sa	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	83	مجموعة كسب المالية

# ARCAPITA

## PORTFOLIO STATEMENT

**Captain Hani Shamsan A. Al-Sohaibi**

ACCOUNT NUMBER:2168

**P.O. Box 801  
Jeddah 21421  
Kingdom of Saudi Arabia**

INVESTOR CONTACTS:  
**Tel: 9662-2322531  
Fax: 9662-6821124**

**As at 06 November 2008**

### **Portfolio Summary**

---

#### **U. S. Dollars Investments**

Corporate Investments	1,300,000.00
Real Estate Investments	488,002.18
<b>Total</b>	<b>1,788,002.18</b>

**Note:**

- \* Please quote reference no. 2168 in all future correspondence. This is your unique customer number which will enable us to process your instructions in the most efficient manner.
- \* Discrepancies, if any, should be notified to the bank in writing within one month from the date of this statement.



## PORTFOLIO STATEMENT

Captain Hani Shamsan A. Al-Sohaibi

ACCOUNT NUMBER: 2168

As at 06 November 2008

### Portfolio by Investment Type

Investment	Currency	No. of Shares	Cost Value
<b>Corporate Investments</b>			
Cirrus Industries, Inc.	U. S. Dollars	70,272.0000	1,300,000.00
<b>Real Estate Investments</b>			
Riffa Golf and Residential Development Company B.S.C (C)	U. S. Dollars	30,018.0000	327,782.62
Bahrain Bay Development B.S.C. (c)	U. S. Dollars	11,429.0000	160,219.56



## STATEMENT OF ACCOUNT

Captain Hani Shamsan A. Al-Sohaibi

ACCOUNT NUMBER:  
001-406010-00002168-000

P.O. Box 801  
Jeddah 21421  
Kingdom of Saudi Arabia

INVESTOR CONTACTS:  
Tel: 9662-2322531  
Fax: 9662-6821124

As at 28 February 2008

Currency: U. S. Dollars

Date	Transaction	Debit	Credit	Balance
24/02/2005	Receipt		1,000,000.00	1,000,000.00 CR
24/02/2005	Investment in Cirrus Industries, Inc.	1,000,000.00		0.00
03/06/2005	Receipt		266,666.66	266,666.66 CR
03/06/2005	Investment in Riffa Golf and Residential Development Company B.S.C (C)	266,666.66		0.00
22/12/2005	Receipt		159,575.00	159,575.00 CR
22/12/2005	Investment in Riffa Golf and Residential Development Company B.S.C (C)	159,575.00		0.00
22/02/2006	Receipt		400,000.00	400,000.00 CR
22/02/2006	Investment in Bahrain Bay Development B.S.C. (c)	400,000.00		0.00
12/06/2006	Investment in Riffa Golf and Residential Development Company B.S.C (C) - Reversed.		266,666.66	266,666.66 CR
12/06/2006	Investment in Riffa Golf and Residential Development Company B.S.C (C) - Reversed.		159,575.00	426,241.66 CR
12/06/2006	Investment in Riffa Golf and Residential Development Company B.S.C (C)	426,241.66		0.00
26/06/2006	4th Investor Conf-Stockholm Air Tkt-Capt Hani Al Sohaibi		4,767.00	4,767.00 CR
30/06/2006	Profit for the month		3.24	4,770.24 CR
31/07/2006	Profit for the month		19.59	4,789.83 CR
31/08/2006	Profit for the month		21.36	4,811.19 CR
30/09/2006	Profit for the month		21.39	4,832.58 CR
12/10/2006	Receipt		300,000.00	304,832.58 CR
12/10/2006	Investment in Cirrus Industries, Inc.	300,000.00		4,832.58 CR
31/10/2006	Profit for the month		18.38	4,850.96 CR
30/11/2006	Profit for the month		20.86	4,871.82 CR
31/12/2006	Profit for the month		21.57	4,893.39 CR





## STATEMENT OF ACCOUNT

Captain Hani Shamsan A. Al-Sohaibi

ACCOUNT NUMBER:  
001-406010-00002168-000

P.O. Box 801  
Jeddah 21421  
Kingdom of Saudi Arabia

INVESTOR CONTACTS:  
Tel: 9662-2322531  
Fax: 9662-6821124

As at 28 February 2008

Currency: U. S. Dollars

Date	Transaction	Debit	Credit	Balance
31/01/2007	Profit for the month		21.83	4,915.22 CR
28/02/2007	Profit for the month		19.85	4,935.07 CR
31/03/2007	Profit for the month		22.03	4,957.10 CR
05/04/2007	Investment in Cirrus Industries, Inc. - Reversed.		300,000.00	304,957.10 CR
05/04/2007	Investment in Cirrus Industries, Inc.	300,000.00		4,957.10 CR
30/04/2007	Profit for the month		20.48	4,977.58 CR
24/05/2007	Receipt		13,200.00	18,177.58 CR
31/05/2007	Profit for the month		37.55	18,215.13 CR
27/06/2007	Receipt		6,800.00	25,015.13 CR
30/06/2007	Profit for the month		81.26	25,096.39 CR
01/07/2007	Profit for the period 27/06/2007 to 30/06/2007 for the \$6,800.00		4.04	25,100.43 CR
31/07/2007	Profit for the month		112.64	25,213.07 CR
31/08/2007	Profit for the month		113.51	25,326.58 CR
30/09/2007	Profit for the month		111.94	25,438.52 CR
29/10/2007	Transfer to your account		14,055.68	39,494.20 CR
31/10/2007	Profit for the month		99.56	39,593.76 CR
30/11/2007	Profit for the month		167.47	39,761.23 CR
24/12/2007	Return of Capital Bahrain Bay Development B.S.C. (c)		125,719.00	165,480.23 CR
31/12/2007	Profit for the month		290.95	165,771.18 CR



## STATEMENT OF ACCOUNT

Captain Hani Shamsan A. Al-Sohaibi

ACCOUNT NUMBER:  
001-406010-00002168-000

P.O. Box 801  
Jeddah 21421  
Kingdom of Saudi Arabia

INVESTOR CONTACTS:  
Tel: 9662-2322531  
Fax: 9662-6821124

As at 28 February 2008

Currency: U. S. Dollars

Date	Transaction	Debit	Credit	Balance
31/01/2008	Profit for the month		641.71	166,412.89 CR
	<b>Closing Balance</b>			<b>166,412.89 CR</b>

- Notes :
- \* Please quote reference no. 2168 in all future correspondence. This is your unique customer number which will enable us to process your instructions in the most efficient manner.
  - \* Discrepancies, if any, should be notified to the bank in writing within one month from the date of this statement.

*Attachment  
7*

*Bahrain*  
**FIRST ISLAMIC**  
INVESTMENT BANK

**Riyad S. Al Saie**  
Executive Director, Investment Placement

First Islamic Investment Bank E.C.  
P.O. Box 1406, Manama  
Kingdom of Bahrain  
E-mail: [rsaic@fiib.com](mailto:rsaic@fiib.com)  
[www.firstislamic.com](http://www.firstislamic.com)

Tel: +973 17 218333  
Direct: +973 17 218171  
Fax: +973 17 218023  
Bahrain Mobile: +973 39680021  
KSA Mobile: +966 53684810

**NUEVA ANDALUCIA - 1**

Tel. : 6823434 Fax. : 6826351  
P. O. Box: 805 - Jeddah 21421



نونا  
انڤالوسيا  
هاتف : ٦٨٢٣٤٣٤ - فاكس : ٦٨٢٦٣٥١  
ص.ب : ٨٠٥ - جولة ٢١٤٢١

**PROPERTIES LEASE CONTRACT**

On this day 1st May, 2007 this contract has been made by and between:

- 1) Sudath Stephen whose residence is at **NUEVA ANDALUCIA EXECUTIVE COMPOUND** who is the owner of the property situated at **JEDDAH** (First Party-LANDLORD)
- 2) Mr. Riyadh Al Sale whose residence is at **ARCAPITA- P.O.Box 1406, Manama, Kingdom of Bahrain.** with **Passport No. 1430132** Date issued in **Bahrain** (Second Party-TENANT).

The two parties hereby declare and admit their competency or contracting and legal acts -

By virtue of the contract, the First party rented to the Second party the described **Villa B-4** in the **NUEVA ANDALUCIA** situated at Jeddah which is composed of 2-Bedrooms and office with the intention to be used as Private Housing and in accordance with the following conditions:

**ART.1** The term of this contract shall be One Year commencing from 1st April, 2007 and expiring on 31st March, 2008 Such period may be renewed for further periods of similar duration and unless terminated by One Month previous notice given by either party to the other thirty (30) days before the period(s). otherwise this contract shall remain in force vis-avis all parties. However, the TENANT should abide by the compound's Rules, Regulations and Policies. Violations of the Compound Rules, Regulations, and Policies. The tenant shall undertake to deliver the location and the keys immediately after the expiration of the rental contract.

# NUEVA DALUCIA - 1

tl. : 6823434 Fax. : 6826351  
O. Box : 805 - Jeddah 21421



نوب  
انجاسية  
هاتف ٦٨٢٣٤٣٤ - فاكس : ٦٨٢٦٣٥١  
ص. ب : ٨٠٥ - جلة ٢١٤٢١

## ART. 2

The rental value was fixed for **SR.180,000.00 per year** payable in advance every end of contract to the order of the LANDLORD and shall be conveyed to the place of his office without being demanded by the LANDLORD. The TENANT shall also pay to the LANDLORD amount of **SR10,000.00**, which equals to the rental value of            -na- to be used as a rental insurance and refundable only after fifteen (15) days from the expiry of the rental period, in order to pay the bills due from the TENANT that will be received after the TENANT has left the property, or for making the necessary, fixings and repairs.

## ART 3

The TENANT acknowledges that he has carefully checked the rented property and found it in good condition with its all requirements of doors, windows, glass, sanitary ware, locks and keys, etc., and he also admits that the rented location is valid for the rental purpose, and undertakes to observe the rented location with private diligence and not to use it in a way that does not comply with the rental conditions. The TENANT shall be given a 15 days grace period commencing on the first day of the contract to inform the LANDLORD for any changes or modification of furnishings, kitchen supplies and equipment. After the fifteen days grace period, Any changes will be on the TENANTS expense. The tenant shall undertake not to make any changes or demolish or build or remove or construct other rooms, walls unless he obtains a prior written approval from the LANDLORD otherwise, this contract shall be revoked forthwith and the TENANT shall be obliged to pay to the LANDLORD the rental value for the rest of the period of the contract and return the rented property to its previous good condition, and in addition he shall be responsible to the LANDLORD for all compensations resulted there-from. The LANDLORD shall have the right to order the TENANT to keep all improvements, modifications and repairs made by the TENANT who shall have no right to claim for any compensation from the LANDLORD. All arrangements, repairs and construction of porcelain or otherwise and all fixed objects made by the TENANT shall be at his own account and when the TENANT intends to vacate the location the LANDLORD shall have the option either to accept the location as it is free of charge or to request the TENANT to return the property to its previous condition, and in this case all expenses shall be borne by the TENANT. The LANDLORD may return the property to its pervious condition at the account of the TENANT without giving any notice, whereat the LANDLORD shall not be requested to present any evidence or to give an oath to approve such expenses.

**ART. 14**

The LANDLORD has the right to build upper floors in the rented property or nearby buildings and to make all fixings and repairs on the rented property or its facilities or nearby, whatever time it takes during the rental period or the extended periods whether the extension is made by mutual approval of the parties or by the force of law or by virtue of this contract or in any other cases, the TENANT shall have no right to claim for any damage or decrease of the rental value.

**ART. 15**

The TENANT is not allowed to occupy the rented property for another purpose different from the agreed rental purpose or to use the property for any purpose that violates the law and the regulations of the country and the general morals.

**ART.16**

The TENANT shall have no right to make any protrusions to the stair cases or decoration out of the area of the rented property or in the balconies, and he is also not allowed to use or occupy the pillars and the front wall that separates between the premises or the ampleness of the stairs.

**ART. 17**

Any dispute arising – God forgives – in connection with this contract, shall be referred to the Saudi competent courts and judicial authorities of Jeddah Town who shall have the exclusive jurisdiction.

Additional Conditions: **Villa-B4 will be exclusively used as a private housing for Mr.Riyad Al Saie and family only. The total rent is SR. 180,000.00 per year which is inclusive of furniture , soft package and other guests amenities as per the letter dated on 2<sup>nd</sup> of March 2005 .**

The two parties hereby agreed and approved the above mentioned conditions on

THE LANDLORD  
Name: Hani Alshaiji  
Signature: [Signature]

THE TENANT  
Name : Riyad S. Al-Saie  
Signature : [Signature]

FIRST WITNESS  
Name : S. STEPHEN  
Signature: [Signature]  
30/3/05

SECOND WITNESS  
Name : Mohamed Nooruddin  
Signature: [Signature]

Attachment

9410



نونا  
انجاسية

هاتف ١٨٢٣٤٣٤ - فاكس : ١٨٢٣٣٥١  
ص. ب : ٨٠٥ - جلة ١٤٢١

## PROPERTIES LEASE CONTRACT

On this day 16<sup>th</sup> May 2006 this contract has been made by and between:

- 1) Sudath Stephen whose residence is at **NUEVA ANDALUCIA EXECUTIVE COMPOUND** who is the owner of the property situated at **JEDDAH** (First Party-LANDLORD)
- 2) Mr. Riyad Al Sale whose residence is at **ARCAPITA- P.O.Box 1406, Manama, Kingdom of Bahrain.** with **Passport No. 1430132** Date issued in **Bahrain** (Second Party-TENANT).

The two parties hereby declare and admit their competency or contracting and legal acts -

By virtue of the contract, the First party rented to the Second party the described **Villa B-4** in the NUEVA ANDALUCIA situated at Jeddah which is composed of 2-Bedrooms and office with the intention to be used as Private Housing and in accordance with the following conditions:

### ART.1

The term of this contract shall be One Year commencing from 1<sup>st</sup> April, 2006 and expiring on 31<sup>st</sup> March, 2007 Such period may be renewed for further periods of similar duration and unless terminated by One Month previous notice given by either party to the other thirty (30) days before the period(s), otherwise this contract shall remain in force vis-avis all parties. However, the TENANT should abide by the compound's Rules, Regulations and Policies. Violations of the Compound Rules, Regulations, and Policies, The tenant shall undertake to deliver the location and the keys immediately after the expiration of the rental contract.

## PROPERTIES LEASE CONTRACT

On this day 1<sup>st</sup> April, 2005 this contract has been made by and between:

- 1) Sudath Stephen whose residence is at **NUEVA ANDALUCIA EXECUTIVE COMPOUND** who is the owner of the property situated at **JEDDAH** (First Party-LANDLORD)
- 2) ARCAPITA Investment Bank ( Riyad Al Sale ) whose residence is at ARCAPITA- P.O.Box 1406, Manama, Kingdom of Bahrain, with Passport No. 1430132 Date \_\_\_\_\_ issued in Bahrain (Second Party-TENANT).

The two parties hereby declare and admit their competency or contracting and legal acts –

By virtue of the contract, the First party rented to the Second party the described Villa B-4 in the NUEVA ANDALUCIA situated at Jeddah which is composed of 2-Bedrooms and office with the intention to be used as Private Housing and in accordance with the following conditions:

### ART.1

The term of this contract shall be One Year commencing from 1<sup>st</sup> April, 2005 and expiring on 31<sup>st</sup> March, 2006 Such period may be renewed for further periods of similar duration and unless terminated by One Month previous notice given by either party to the other thirty (30) days before the period(s), otherwise this contract shall remain in force vis-avis all parties. However, the TENANT should abide by the compound's Rules, Regulations and Policies. Violations of the Compound Rules, Regulations, and Policies. The tenant shall undertake to deliver the location and the keys immediately after the expiration of the rental contract.



NUEVA  
ANDALUCIA - 1

Tel : 6823434 Fax : 6825361  
P. O. Box : 806 - Jeddah 21421



نونا  
انطالوسية

هاتف ٦٨٢٣٤٣٤ - فاكس ٦٨٢٥٣٦١  
ص. ب. ٨٠٥ - جدة ٢١٤٢١

17 Feb 2011

ARCAPITA

Dear Mr. Riyad Alsaie ( Mr. Akram Jehani )

RE: RENTAL DETAILS FOR VILLA B-4

Statement of Account

Villa Rent for One Year 01/04/2005 – 31/03/2006	SR.180,000.00
Refundable Security deposit	SR. 10,000.00
Total	SR.190,000.00
Wire Transfer Money - 27/04/2005	SR.100,000.00
Wire Transfer Money – 13/10/2005	SR. 80,000.00
Balance to be Transferred	SR. 10,000.00

Further rental payment as follows:

SL.NO	Date of Money Transfer	Rent Period	Amount	Debit	Credit	Balance
1		01/04/05-31/03/06		10,000		
2	25/07/06	01/04/06-30/09/06			90,000	
3	31/12/06	01/10/06-31/03/07			90,000	
4	01/07/07	01/04/07-30/09/07			90,000	
5	24/12/07	01/10/07-31/03/08			90,000	
6	12/08/08	01/04/08-30/09/08			90,000	
7	04/05/09	01/10/08-31/03/09			90,000	
8	12/11/09	01/04/09-30/09/09			90,000	
9	28/01/10	01/10/09-31/01/10			60,000	
10				10,000		

Pls.Note:

As per our Accounts Statement There is no sr.10,000 to be Transferred As Security Deposit.

Best regards,

*Mahboob Basha*  
Mahboob Basha  
Accounts

B4

01 October 2009

ARCAPITA

Dear Mr. *Riyad Alsaie*

RE: Rental invoice - Villa B 4.

We are forwarding you this invoice for payment amounting to Saudi Riyals Sixty Thousand – SAR. 60,000 representing the advance rental for Villa B-4 in the Nueva Andalucia Compound situated at Jeddah for the period starting 01 October 2009 and ending 31 January 2010.

Beneficiary Detail

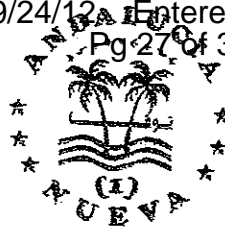
NAME: MOHAMMED ABDUL WAHAB ALSOHAIBI & BROTHERS  
IBAN NO: SA80 4000 0000 0000 0453 1191  
BANK: SAMBA  
BRANCH: ANDALUS, JEDDAH  
SWIFT CODE: SAMBASARI

Best regards,

Muhammad Anwar  
Accounts

**NUEVA  
ANDALUCIA - 1**

Tel. : 6823434 Fax. : 6826351  
P. O. Box : 805 - Jeddah 21421



نوفأ  
اندالسية ١

هاتف ٦٨٢٣٤٣٤ - فاكس : ٦٨٢٦٣٥١  
ص.ب : ٨٠٥ - جلدة ٢١٤٢١

29 MARCH 2005

**ARCAPITA  
1406, MANAMA, KINGDOM OF BAHRAIN**

**ATT: MR. RIYAD AL SAIE**

**SIR:**

WE ARE FORWARDING YOU THIS BILLING INVOICE AMOUNTING TO SAUDI RIYALS ONE HUNDRED NINETY THOUSAND (SR190,000) ONLY REPRESENTING THE ADVANCE RENTAL OF VILLA B4 AT NUEVA ANDALUCIA (1) EXECUTIVE COMPOUND FOR ONE (1) YEAR COMMENCING FROM 01<sup>ST</sup> APRIL 2005 TO 31<sup>ST</sup> MARCH 2006.

INVOICE INCLUDES SAUDI RIYALS TEN THOUSAND (SR10,000.00) REPRESENTING THE REFUNDABLE SECURITY DEPOSIT

PLEASE MAKE THE CHEQUE PAYABLE TO:

**MOHAMMAD ABDUL WAHAB ALSOHAIBI & BROTHERS**

OR YOU CAN WIRE TRANSFER TO:

**MOHAMMAD ABDUL WAHAB ALSOHAIBI & BROS.  
ACCOUNT NO. 01996100144  
AL BANK AL SAUDI AL FRANSI  
BAB MAKKAH BRANCH  
BAHLAS BUILDING, JEDDAH  
SWIT CODE : B S F R S A R I  
X X X**

THANK YOU.

  
**MAHBOOB BASHA  
ACCOUNTANT**

**C:C SUDATH STEPHEN  
Compound Manager**

**NUEVA  
ANDALUCIA - 1**

Tel: 16523434 Fax: 16523432  
P.O. Box 1502 - Jeddah 21571



نوف  
اندرالوسية  
TAVANNAH : KSU - TAVANNAH LINA  
ص.ب. 1502 - جدة 21571

13 October 2009

**ARCAPITA**

Dear Mr. Riyad Alsaie ( Mr. Akram Jehani )

**RE: Rental invoice - Villa B 4**

We are forwarding you this invoice for payment amounting to Saudi Riyals Sixty Thousand - SAR. 60,000 representing the advance rental for Villa B-4 in the Nueva Andalucia Compound situated at Jeddah for the period starting 01 October 2009 and ending 31 January 2010.

**Beneficiary Detail**

**NAME: MOHAMMED ABDUL WAHAB ALSHAIBI & BROTHERS**  
**IBAN NO: SA80 4000 0000 0000 0453 1191**  
**BANK: SAMBA**  
**BRANCH: ANDALUS, JEDDAH**  
**SWIFT CODE: SAMBASARI**

Best regards,

Muhammad Anwar  
Accounts



Samba Financial Group  
 Saudi Joint Stock Company  
 Capital SR.6,000 Million  
 Commercial Reg.No: 1010035318  
 Head Office : Riyadh

مجموعة صانعة المال  
 شركة مساهمة سعودية  
 رأس المال ٦٠٠٠ مليون ريال سعودي  
 التسجيل التجاري ١٠١٠٠٣٥٣١٨  
 المقر الرئيسي - الرياض

STATEMENT OF ACCOUNT

DEAR CITIZEN,  
 RATIONALIZATION OF ELECTRICITY & WATER CONSUMPTION IS A NATIONAL DUTY.

REF. NO : 12085  
 MR. MOH'D A/WAHAB B. AL SCHAIBI  
 (BROTHERS ACCOUNT)  
 P.O. BOX 801  
 JEDDAH 21421  
 SAUDI ARABIA

09/11/1427 H

From Date	To Date	Account Number	Currency	Statement No.	Page
01/11/2006	30/11/2006	0004531191	SAR	0023	1

Date dd/mm	Transaction Details	Ref. No	Value Date	Debit	Credit	Balance
	OPENING BALANCE					18,565.25
01/11	CASH DEPOSIT	0009628	01/11		23,710.00	24,295.25
01/11	CHECK CASHED	0000466	01/11	10,000.00		14,295.25
01/11	CHECK CASHED	0000465	01/11	3,500.00		10,795.25
04/11	CASH DEPOSIT	0000237	04/11		30,855.00	41,650.25
04/11	CHECK CASHED	0000467	04/11	26,564.00		15,086.25
05/11	CASH DEPOSIT	0009638	05/11		14,292.00	27,328.25
06/11	CASH DEPOSIT	0000802	06/11		14,333.00	41,661.25
06/11	INCOMING BARRIE PAYMENTS	2030836	06/11		30,000.00	131,661.25
06/11	CHECK CASHED	0000469	06/11	29,475.00		102,186.25
09/11	CHECK CASHED	0000471	09/11	4,000.00		98,186.25
11/11	CHECK CASHED	0000468	11/11	2,620.00		95,566.25
11/11	CASH DEPOSIT	0000468	11/11		19,000.00	114,566.25
12/11	CHECK CASHED	0000470	12/11	50,000.00		64,566.25
13/11	CHECK CASHED	0000472	13/11	3,500.00		60,066.25
13/11	CHECK DEPOSIT	0004259	13/11		210,000.00	270,066.25
15/11	CASH DEPOSIT	0000163	15/11		1,500.00	271,566.25
15/11	CASH DEPOSIT	0000163	15/11		11,250.00	282,816.25
15/11	CLEARING CHECK DEPOSIT	0001307	15/11		30,000.00	312,816.25
15/11	CLEARING CHECK DEPOSIT	0674015	15/11		3,130.00	315,946.25
15/11	CHECK CASHED	0000473	15/11	20,201.00		295,745.25
15/11	CLEARING CHECK DEPOSIT	0007221	15/11		900.00	297,415.25
16/11	A/C TO A/C DEBIT	0008291	16/11	85,000.00		212,415.25
19/11	CHECK CASHED	0000475	19/11	80,000.00		132,415.25
19/11	CASH DEPOSIT	0009328	19/11		17,750.00	150,165.25
19/11	A/C TO A/C DEBIT	0009638	19/11	60,000.00		90,165.25
19/11	CHECK CASHED	0000475	19/11	735.00		89,429.25
19/11	CHECK CASHED	0000474	19/11	620.00		88,809.25
20/11	CASH DEPOSIT	0009862	20/11		3,250.00	92,059.25
20/11	CHECK DEPOSIT	0000873	20/11		15,000.00	107,059.25
20/11	CHECK CASHED	0000479	20/11	10,000.00		97,059.25
21/11	CHECK CASHED	0000480	21/11	6,493.00		90,566.25
21/11	CHECK DEPOSIT	0006002	21/11		865.00	91,431.25
22/11	CHECK CASHED	0000476	22/11	3,500.00		87,931.25
	CONTINUED					

مستخرج كشف الحساب هذا صحيحاً ما لم يصرنا إعتراضاً منكم خلال مائة يوم من تاريخ الختام ويجب إبلاغنا عن أية أخطاء أو تغيير في العنوان بواسطة الفون  
 مجموعة صانعة المال، ب.ب. 801، الرياض 21421 المملكة العربية السعودية. هاتف: +966-1-4774770 فاكس: +966-1-4774770

This statement will be considered correct unless we receive a notice of exception within 60 days of statement date.  
 Error or change of address should be advised to the branch.

Samba Financial Group, P.O.Box 801, Riyadh:11421, KSA, Tel:+966-1-4774770 Fax:+966-1-4774770

Financial Group  
 Joint Stock Company, Capital SA 6,000 Million  
 P.O. Box 523, Riyadh 11421, Comm. Reg. 10903529  
 477 4770 Fax: 479 9402 Telex: 400165 SAMBA SA



مجموعة سامبا المالية  
 شركة مساهمة مبنية، رأس المال ٦٠٠٠ مليون ريال  
 الرياض، ص.ب. ٥٢٣، رقم السجل التجاري ١٠٩٠٣٥٢٩، رقم الترخيص ١٠٩٠٣٥٢٩  
 هاتف: ٤٧٧ ٤٧٧٠ فاكس: ٤٧٩ ٩٤٠٢ تيلكس: ٤٠٠١٦٥ سامبا اس جي

SAMBA FINANCIAL GROUP : JEDDAH

SAMBA FINANCIAL GROUP  
 P&D DEPARTMENT

PAGE 4

MR. MOH'D A/WAHAB B. AL SHAIBI  
 (BROTHERS ACCOUNT)  
 P.O. BOX 801  
 JEDDAH 21421  
 SAUDI ARABIA

" THIS IS AN INTERIM STATEMENT  
 OF YOUR ACCOUNT AND DOES NOT  
 NECESSARILY REFLECT THE BALANCE  
 AS OF CLOSE OF BUSINESS ON THE  
 DAY IT IS PRODUCED. THE FINAL  
 STATEMENT FOR THE MONTH WILL BE  
 SENT TO YOU AS PER OUR REGULAR  
 MAILING SCHEDULE."

DEAR CITIZEN,  
 RATIONALIZATION OF ELECTRICITY & WA  
 TER CONSUMPTION IS A NATIONAL DUTY.

FROM 01/03/2007 13/04/1432 H 0004531191  
 TO 02/06/2007

0067

SAR

				131,295.54
				130,822.34CR
6/05	SADAD Payment	4680532	26/05	485.20
7/05	CASH DEPOSIT	0009796	27/05	7,250.00
7/05	CHECK CASHED	0000635	27/05	17,084.00
7/05	CHECK CASHED	0000638	27/05	10,000.00
7/05	UTILITY BILLS	0245255	27/05	5,024.10
7/05	SADAD Payment	6551476	27/05	5,298.00
8/05	CASH DEPOSIT	0009862	29/05	5,000.00
8/05	CASH DEPOSIT	0009862	29/05	4,535.00
8/05	CHECK CASHED	0000631	29/05	1,778.00
8/05	CHECK CASHED	0000632	29/05	3,845.00
9/05	A/C TO A/C CRE	00008291	29/05	10,000.00
	Depositor: ORIENT ELECTR. CO.			
9/05	Incoming SARIE	2031347	29/05	90,000.00
	SARIE-IN ABC08H5MXXX			
9/05	CASH DEPOSIT	0000613	30/05	1,200.00
9/05	CASH DEPOSIT	0000613	30/05	1,000.00
9/05	CHECK CASHED	0000637	30/05	7,628.00
9/05	CHECK CASHED	0000638	30/05	18,900.00
9/05	SADAD Payment	4684670	30/05	51.73
9/05	SADAD Payment	4684670	30/05	88.28
9/05	SADAD Payment	4684670	30/05	20.00
9/05	CLEARING CHECK	0545406	31/05	30,000.00
9/05	CASH DEPOSIT	0000468	02/06	15,000.00
9/05	CASH DEPOSIT	0000468	02/06	17,750.00
				199,388.24CR
				200,588.24CR
				201,588.24CR
				193,960.24CR
				175,060.24CR
				174,997.19CR
				174,912.24CR
				174,552.24CR
				204,832.24CR
				219,252.24CR
				257,602.24CR

Confirmation Statement

Banking Group  
 Bank Company Capital SR. 6,000 Million  
 P.O. Box 833, Riyadh 1421 Comm. Reg. 1010035319  
 T/Fax: 479 8402 Telex: 400195 SAMBA SA



مجموعة سامبا المالية  
 شركة مساهمة سعودية رأس المال 6000 مليون ريال  
 الرياض، ص.ب. 833، الرياض 1421، سجل تجاري 1010035319  
 هاتف: 479 8402 فاكس: 479 8402 تيلكس: 400195 سامبا أ.س.ع.

SAMBA FINANCIAL GROUP , JEDDAH

SAMBA FINANCIAL GROUP  
 PBD DEPARTMENT

PAGE 5

MR. MOH'D A/WAHAB B. AL SOHAIBI  
 (BROTHERS ACCOUNT)  
 P.O. BOX 801  
 JEDDAH 21421  
 SAUDI ARABIA

" THIS IS AN INTERIM STATEMENT  
 OF YOUR ACCOUNT AND DOES NOT  
 NECESSARILY REFLECT THE BALANCE  
 AS OF CLOSE OF BUSINESS ON THE  
 DAY IT IS PRODUCED. THE FINAL  
 STATEMENT FOR THE MONTH WILL BE  
 SENT TO YOU AS PER OUR REGULAR  
 MAILING SCHEDULE."

DEAR CITIZEN,  
 RATIONALIZATION OF ELECTRICITY & WA  
 TER CONSUMPTION IS A NATIONAL DUTY.

FROM 01/07/2008 27/06/1429 H 0004531191 0149 SAR  
 TO 09/08/2008

7 SADAD Payment8661313 09/07	124.90	252,722.78
BILLER : Saudi Electric Company		252,597.88CR
BILL NO: 252257402		
7 CASH DEPOSIT 0009862 09/07	12,916.00	265,513.88CR
7 SADAD Payment3241313 09/07	126.00	265,387.88CR
BILLER : Saudi Electric Company		
BILL NO: 252332206		
7 Incoming SARIE2030558 09/07	VILLA B4 Rent- 90,000.00	355,387.88CR
SARIE-IN :/226280120101		
7 CHECK CASHED 0000948 09/07	158,060.00	197,327.88CR
7 CHECK CASHED 0000950 10/07	36,312.00	161,015.88CR
7 CHECK CASHED 0000949 10/07	10,050.00	150,965.88CR
7 CASH DEPOSIT 0008011 12/07	23,137.00	174,102.88CR
Depositor:MOHMMED A		
7 CASH DEPOSIT 0008011 12/07	153.00	174,255.88CR
Depositor:MOHMMED A		
7 CASH DEPOSIT 0008011 12/07	4,416.00	178,671.88CR
Depositor:MOHMMED A		
7 A/C TO A/C DEBO009031 12/07	130,000.00	48,671.88CR
7 SADAD Payment8849667 14/07	60.00	48,611.88CR
BILLER : STC		
BILL NO: 00614570911		
7 SADAD Payment8849673 14/07	60.00	48,551.88CR
BILLER : STC		
BILL NO: 00614571098		
7 SADAD Payment8849679 14/07	60.00	48,491.88CR
BILLER : STC		
BILL NO: 00614571365		
7 SADAD Payment8849687 14/07	1,198.95	47,292.93CR
BILLER : STC		
BILL NO: 00614571667		

INUED

Confirmation Statement

Gibson, Dunn & Crutcher LLP

200 Park Avenue  
New York, NY 10166-0193  
Tel 212.351.4000  
www.gibsondunn.com

Josh Weisser  
Direct: +1 212.351.5372  
Fax: +1 212.351.5274  
JWeisser@gibsondunn.com

May 15, 2012

VIA ELECTRONIC MAIL

Captain Hani Alsohalbi  
P.O. Box 801  
Jeddah 21421  
Kingdom of Saudi Arabia

Re: Arcapita - Cirrus Industries Inc. Investment

Dear Captain Alsohalbi,

We are counsel for Arcapita Bank B.S.C.(c) and its affiliated debtors and debtors in possession (the **Company**) in the above-referenced chapter 11 bankruptcy cases, which were commenced on March 19, 2012. These chapter 11 cases are currently pending in the United States Bankruptcy Court for the Southern District of New York (the **Bankruptcy Court**). We are informed that on or about February 2, 2012, you sent the written request for payment in connection with of your investment in Cirrus Industries Inc. (**Cirrus**) enclosed herewith (the **Request**). On March 6, 2012, the Company provided you with a written response to the Request (the **Response**), stating that the Private Placement Memorandum, Share Purchase Agreement and other investment documents governing your investment in Cirrus (collectively, the **Investment Documents**) do not provide for the Company making any such payment at this time. Notwithstanding the foregoing, on or about May 12, 2012, Mohammed Kazli, purportedly acting on your behalf, wrote the Company in respect of your Cirrus investment, threatening to (a) file legal proceedings against the Company in Saudi Arabia and (b) contact the Saudi authorities, the Bankruptcy Court, hedge fund managers, and the Cayman Islands Court on your behalf.

You are hereby advised that section 362 of title 11 of the United States Code, 11 U.S.C. §§ 362 (the **Bankruptcy Code**) enjoins you, among other things, from taking any action with respect to your Cirrus investment (or any claim arising in connection therewith) including the enforcement, recovery, assessment or collection of any claim or cause of action arising with respect to your Cirrus investment during the Debtors' chapter 11 cases. This statutory prohibition against collection and enforcement actions is automatic; it arose by operation of law immediately upon the filing of the Debtors' chapter 11 cases and required no notice to affected parties to effectuate it. *See Constitution Bank v. Tubbs*, 68 F.3d 685, 691 (3d Cir. 1995). Actions taken in violation of such "automatic stay" are null and void. *Id.*

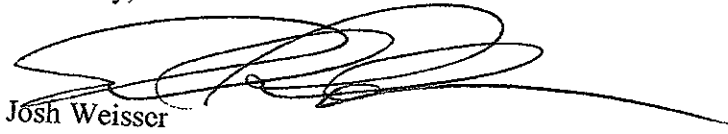
Also enclosed herewith is an order of the Bankruptcy Court reaffirming the foregoing prohibitions and enjoining you from taking any such action against the Company.



Captain Hani Alsohalbi  
May 15, 2012  
Page 2

If you fail to comply fully with the automatic stay, the Company will, to the fullest extent permitted by law, seek further injunctive and monetary relief against you, including but not limited to the imposition of costs and sanctions and an award of consequential, punitive and other damages.

Sincerely,



Josh Weiss

cc:

From:"sudath stephen" <stephen\_sudath@yahoo.com>

Subject:Fw: Security Deposit - Jeddah Villa -Chk this Emails

Sent date:Tue, 24 Apr 2012 09:48AM

To:"hani alsohaibi"<hani@alsohaibi.com>

Attachments:B4- [ 270 KB ]

----- Forwarded Message -----

**From:** Ameena Rafeea <arafea@arcapita.com>

**To:** "stephen\_sudath@yahoo.com" <stephen\_sudath@yahoo.com>

**Cc:** Abdulla Qetami <aqetami@arcapita.com>

**Sent:** Tuesday, April 17, 2012 7:07 AM

**Subject:** FW: Security Deposit - Jeddah Villa

Dear Stephen,

As per the below e-mail from our Accounting department regarding the security deposit refund, kindly arrange to issue a bank draft to Arcapita Bank B.S.C. © for the amount of SAR 10,000.00 to the further down address:

C/O: Mr. Abdulla Qetami  
Arcapita Bank B.S.C.(c)  
4th Floor  
Bank 551  
Road 4612  
0346 MANAMA / SEA FRONT – BAHRAIN BAY AREA  
CAPITAL GOVERNORATE  
BAHRAIN  
Telephone No. +973 17 218345

Kind Regards,

Ameena Rafeea

Investment Placement

Arcapita Bank B.S.C.(c) | Arcapita Building  
Bahrain Bay | P.O. Box 1406  
Manama | Kingdom of Bahrain

Tel: +973 17 218333 | Dir: +973 17 218051

Fax: +973 17 218658

arafea@arcapita.com | [www.arcapita.com](http://www.arcapita.com)

Licensed as an Islamic wholesale bank by the Central Bank of Bahrain

**From:** Abdulla Qetami

**Sent:** Tuesday, April 17, 2012 5:05 PM

**To:** Ameena Rafeea

**Subject:** FW: Security Deposit - Jeddah Villa

FYI

Best Regards,

Abdulla Qetami

Senior Accountant | Financial Control

Arcapita Bank B.S.C.(c) | Bahrain Bay  
Manama | Kingdom of Bahrain

Tel: +973 17 218333 | Fax: +973 17 208506

[aqetami@arcapita.com](mailto:aqetami@arcapita.com) | [www.arcapita.com](http://www.arcapita.com)

Licensed as an Islamic wholesale bank by the Central Bank of Bahrain

**From:** Abdulla Qetami  
**Sent:** Monday, January 16, 2012 11:57 AM  
**To:** 'stephen\_sudath@yahoo.com'  
**Cc:** Salwa Makarem; Alaa Shafie; Ameena Rafeea; Mariam AlMahri  
**Subject:** FW: Security Deposit - Jeddah Villa

Dear Stephen,

As per the below e-mails and regarding the security deposit refund, kindly arrange to issue a bank draft to Arcapita Bank B.S.C. © for the amount of SAR 10,000.00 to the further down address:

C/O: Mr. Abdulla Qetami  
Arcapita Bank B.S.C.(c)  
4th Floor  
Bank 551  
Road 4612  
0346 MANAMA / SEA FRONT – BAHRAIN BAY AREA  
CAPITAL GOVERNORATE  
BAHRAIN  
Telephone No. +973 17 218345

Thanks & Regards,

**Abdulla Qetami**  
Senior Accountant | Financial Control  
Arcapita Bank B.S.C.(c) | Bahrain Bay  
Manama | Kingdom of Bahrain

Tel: +973 17 218333 | Fax: +973 17 208506  
[aqetami@arcapita.com](mailto:aqetami@arcapita.com) | [www.arcapita.com](http://www.arcapita.com)

Licensed as an Islamic wholesale bank by the Central Bank of Bahrain

**From:** Ameena Rafeea  
**Sent:** Sunday, January 15, 2012 3:44 PM  
**To:** Abdulla Qetami  
**Subject:** FW: Security Deposit - Jeddah Villa

FYI

Kind Regards,

Ameena Rafeea  
Investment Placement  
Arcapita Bank B.S.C.(c) | Arcapita Building  
Bahrain Bay | P.O. Box 1406  
Manama | Kingdom of Bahrain  
Tel: +973 17 218333 | Dir: +973 17 218051  
Fax: +973 17 218658  
[arafeea@arcapita.com](mailto:arafeea@arcapita.com) | [www.arcapita.com](http://www.arcapita.com)

Licensed as an Islamic wholesale bank by the Central Bank of Bahrain

**From:** sudath stephen [[mailto:stephen\\_sudath@yahoo.com](mailto:stephen_sudath@yahoo.com)]  
**Sent:** Sunday, January 15, 2012 1:02 PM  
**To:** Ameena Rafeea  
**Subject:** Re: Security Deposit - Jeddah Villa

Dear Miss Ameena,

I am sending you the Bank details provided by your company in early occasion. But we couldn't deposit.  
Please send us the correct details it will help us to send your payment soon.

Best regards,

Sudath STEPHEN

**From:** Ameena Rafeea <[arafea@arcapita.com](mailto:arafea@arcapita.com)>  
**To:** "stephen\_sudath@yahoo.com" <[stephen\\_sudath@yahoo.com](mailto:stephen_sudath@yahoo.com)>  
**Sent:** Sunday, January 15, 2012 12:12 AM  
**Subject:** Security Deposit - Jeddah Villa

Dear Mr. Stephen,

Kindly note that Mr. Riyadh Al Saie was staying in a villa in Nueva Andalucia-1 and he kept a security deposit amount is SAR 10,000.00

As per our accounting system, the amount is still not removed, please advise if the amount is still with you or it is returned to us with full details about this matter

Your cooperation and help will be highly appreciated

Kind Regards,

Ameena Rafeea  
Investment Placement

Arcapita Bank B.S.C.(c) | Arcapita Building  
Bahrain Bay | P.O. Box 1406  
Manama | Kingdom of Bahrain

Tel: +973 17 218333 | Dir: +973 17 218051  
Fax: +973 17 218658

[arafeea@arcapita.com](mailto:arafeea@arcapita.com) | [www.arcapita.com](http://www.arcapita.com)

Licensed as an Islamic wholesale bank by the Central Bank of Bahrain

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There is a big image in the attachments: B4-, size: [ 270 KB ]. Please choose an action:  
Open scaled image preview. Open non-scaled image preview.