

APPENDIX B

SUBSCRIPTION AGREEMENT

By signing below I/we confirm and acknowledge having received and read a copy of the Private Placement Memorandum dated May 2005 (the "Private Placement Memorandum"), will all the Addendums thereto, and relating to the Arab Bank MENA Fund (the "Fund"). I/we also confirm having read the section "Representations and Warranties of the Subscriber" at the end of this Subscription Agreement and confirm that the information set out herein is true and correct. Capitalized terms in this Subscription Agreement will have the same meaning given to them in the Private Placement Memorandum and the respective Addendums thereto.

To

Al Arabi Investment Group
P.O. Box 143156, Amman 11814, Jordan
Fax: +962 6 5526498

1. Registration

Individual

Institution

First Applicant:

Full Name:

Nationality:

Passport/Iqama/CPR/C.R. No:

Registered Address:

Mailing Address:

Telephone:

Fax:

E-mail:

Second Applicant:

Full Name:

Nationality:

Passport/Iqama/CPR/C.R. No:

Registered Address:

Mailing Address:

Telephone:

Fax:

E-mail:

2. Subscription

Subscription Amount:

Less Placement Fee (2%):

Net Subscription Amount:

Please tick one of the following boxes:

Reinvest dividends

Pay dividends in cash

3. Details of payment

Wire Transfer

Bank Details:

| | |
|-----------------|-------------------------------------|
| Bank Name: | Arab Bank Plc, Manama City, Bahrain |
| Account Name: | ARAB BANK MENA FUND |
| Account Number: | 2002-606050-511 |
| IBAN: | BH62 ARAB 0200 2606 0505 11 |
| Swift Code: | ARABBBMMAN |

Intermediary Bank Details:

| | |
|-------------------------|---|
| Intermediary Bank Name: | Wells Fargo Bank, N.A, New York City, USA |
| Swift Code: | PNBPUS3NNYC |

4. Money Laundering Protection

The Fund, in order to comply with Bahrain's Legislative Decree No. (4) of the year 2001 with respect to Prohibition and of Combating Money Laundering and the various Ministerial Orders issued there under including, but not limited to, Ministerial Order No. (7) of 2001 with respect to the Institutions' Obligations Concerning the Prohibition of and Combating Money Laundering, requires additional documentation along with the subscription request for Units.

I/We hereby attach the following certified documents in support of this application for Subscription in Units:

For individual applicants:

- Two government-issued forms of identification (e.g., passport, Iqama or driver's license) provided that one, at least, is a picture identification.
- Proof of the individual's current address (e.g., current utility bill), if not included in the form of picture identification.

For financial institutions within Bahrain:

- Documentary evidence that the entity is registered with BMA, BSE, or the Ministry of Commerce as a financial institution.
- Certified copy of commercial registration certificate.
- Names and addresses of all directors or partners and authorized signatories.

For non-financial institutions within Bahrain and all institutional Investors outside of Bahrain:

- Certified copy of Incorporation.
 - Certified copy of Memorandum and Articles of Association.
 - Certified copy of commercial registration certificate.
 - Names and addresses of all directors or partners and authorized signatories.
 - ID documents of majority owners if the entity is not listed.
-

5. Signature(s)

Signed: _____

Name: _____

Title*: _____

Name _____ of _____ Entity*

Capacity*: _____

Date: _____

Signed: _____

Name: _____

Title*: _____

Name _____ of _____ Entity*

Capacity*: _____

Date: _____

*Not applicable in case of individuals

Representations and Warranties of the Subscriber

Upon signature of Section 5 titled Signature(s), I/we hereby undertake, represent and warrant to the Fund and to the Fund Company:

1. I/we have had the opportunity to review the Private Placement Memorandum (including the section headed "Risk Factors"), including all the Addendums thereto, and to ask questions and receive answers concerning the Fund and the terms and conditions of this offering from authorized representatives of the Fund Company and the Placement Agent and agree to be bound by the terms of this Subscription Agreement and the Private Placement Memorandum from time to time. I/we acknowledge that in making a decision to subscribe for Units, I/we have relied solely upon the Private Placement Memorandum and this Subscription Agreement.
2. I am/we are aware of and understand the risks involved in investing in the Fund.
3. In the case of individual investors - I am/we are 18 years of age or over.
4. I/we have the legal capacity and authority and I am/we are permitted by applicable law to execute and deliver this Subscription Agreement.
5. I/we have such knowledge and experience in financial and business matters that I am/we are capable of evaluating the merits and risks of my/our acquisition of the Units.
6. (a) I am/we are not a U.S. Person and I am/we are not acquiring Units on behalf of or for the benefit of, any U.S. Person nor do I/we intend to sell or transfer any Units which I/we may purchase to any person who is any U.S. Person under the laws and regulations in force in the United States. I was/we were not in the U.S. at the time any Units were offered to me/us or at the time I/we executed this Subscription Agreement.
(b) I/we agree that I/we will promptly notify the Fund Company if at any time I/we become a U.S. person and I/we agree that in such event the Fund will be entitled to (but will not be obliged to) repurchase or to require me/us to redeem at a price equal to the redemption price per Unit as calculated by the Administrator, as at the date of the repurchase or sale or as at the date of any

unauthorised transfer giving rise to such repurchase or sale.

- (c) I/we will supply the Fund Company with such other facts as from time to time are deemed reasonably necessary or desirable by the Fund Company to enable the Fund Company to determine that I am/we are not U.S. Person(s).
7. All consents required to be obtained and all legal requirements necessary to be complied with or observed in order for this Subscription Agreement or the issuance of the Units to be lawful and valid under the laws of any jurisdiction to which I am/we are subject have been obtained, complied with and observed.
8. I/we understand that my/our subscription cannot be withdrawn from the Fund except by way of redemption of the Units in accordance with the terms outlined in the Private Placement Memorandum, and that a portion of my/our subscription may be invested in securities that are illiquid.
9. I/we will repeat these undertakings, representations and warranties to the Fund and the Fund Company on such future occasions as the Fund Company may request and I/we will provide on request such certificates, documents or other evidence as the Fund may reasonably require to substantiate such undertakings, representations and warranties.
10. I/we will notify the Fund immediately if I/we become aware that any of these undertakings, representations and warranties are no longer accurate and complete in all respects, and agree immediately either to sell or to tender to the Fund Company for redemption a sufficient number of Units to allow the undertaking, representation or warranty to be made.
11. I/we understand that if any of the representations, warranties, agreements or certifications given by me/us in this Subscription Agreement are untrue, the Directors in their sole discretion may require a retroactive redemption of all or part of the Units.
12. I/we understand that the Units have no voting rights and, therefore, I/we will not be able to exercise any management or control functions with respect to the Fund or the Fund Company's operations.
13. I/we will not duplicate or furnish copies of the Private Placement Memorandum, or divulge any of its contents

to any other person other than to my/our investment, legal or tax advisers (who may use such documents solely for purposes related to my/our investment in the Fund).

14. The acceptance of my/our application for subscription in Units together with the appropriate remittance will not breach any applicable money laundering rules and regulations and I/we undertake to provide verification of our identity and source of funds reasonably satisfactory (on a confidential basis) to the Fund Company, the Placement Agent or the Registrar promptly on request and I/we agree to the release of any information provided by me/us to the Bahraini authorities by the Fund Company, the Placement Agent, the Registrar or its delegate.
15. The person signing this Subscription Agreement on my/our behalf has full power and authority to do so.
16. I/we understand that the Units will be issued on a fully paid basis only in book-entry form. The Registrar will issue a notice confirming the investment upon receipt of subscription confirmation from the Administrator and no physical share certificates will be issued. Records will be maintained in book form in the Register held at the offices of the Registrar, and such Register will be and will remain the sole and conclusive proof of ownership of the Units.
17. I/we acknowledge that due to money laundering requirements operating within their respective jurisdictions, the Fund, the Fund Company, the Placement Agent, the Registrar, the Investment Manager, the Custodian and the Administrator may require further identification of the applicant(s) and source of funds before applications for subscription in Units can be processed.
18. I/we have been advised of, and hereby consent to, the compensation arrangements payable to any placement agent including the Placement Agent, in respect of my subscription for Units. Without prejudice to the section titled Nominees below, if I am/we are executing this Subscription Agreement as a nominee I/we further represent that I/we have advised my/our client and/or underlying beneficial owner of, and have obtained its/their consent to, such compensation arrangements.
19. If I am/we are a non-U.S. banking institution (a **Foreign Bank**) or if I/we receive deposits from, make payments on behalf of or handle other financial transactions related to a Foreign Bank, I/we represent and warrant to the Fund that:
 - (a) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which banking activities take place;
 - (b) the Foreign Bank employs one or more individuals on a full-time basis;
 - (c) the Foreign Bank maintains operating records related to its banking activities; and
 - (d) the Foreign Bank is subject to inspection by the regulatory authority that licensed the Foreign Bank to conduct banking activities.

Indemnity

I/we agree to indemnify and hold harmless the Fund, the Fund Company, the Directors, the Placement Agent, the Registrar, the Investment Manager, the Custodian, the Administrator, their affiliates and each other person, if any, who controls or is controlled by any thereof, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses and costs (including

attorneys' fees) reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based on:

- (a) any false representation or warranty or breach or failure by me/us to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to any of the foregoing in connection with the transaction; or
- (b) any actions for securities or money laundering laws violations instituted by or against me/us which is resolved by judgment against the undersigned; or
- (c) my/our failure to provide source of funds information.

Additional Know Your Customer and Combat of Money Laundering Considerations

I/we represent and warrant and agree that the following representations and warranties are deemed to be continuous for this investment and for any subsequent purchase of Units:

- (i) I/we are purchasing the Units with lawfully acquired funds for investment.
- (ii) To the extent that I/we offer interests in the Units to my/our clients, or holds such shares for the benefit of such clients, I/we represent and warrant with respect to the Units subscribed for hereby and all other shares subsequently acquired by me/us:
 - (a) that each such client could make the representations in (i) and (ii) above;
 - (b) that due to the application of money laundering, tax or similar requirements, or otherwise, upon request from time to time by or on behalf of the Fund, the Fund Company, the Registrar, the Investment Manager, the Placement Agent, the Administrator or the Custodian, I/we will, with respect to such clients, provide such certifications, documents or other evidence as may be reasonably required to substantiate the representations made herein; and
 - (c) that I/we satisfied myself/ourselves that all legal requirements in the country in which each relevant client is a resident have been fully observed in connection with the purchase of Units, including obtaining any governmental or other consents which may be required and that it has otherwise complied with all necessary formalities.

Authorization

The Registrar, the Placement Agent and the Fund Company are each hereby authorized and instructed to accept and execute any instructions in respect of the Units to which this Subscription Agreement relates. If the instructions are given by me/us by facsimile, I/we undertake to confirm them in writing by post. I/we hereby agree to indemnify each of the Registrar, the Placement Agent, the Fund Company and the Fund and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile instructions.

Registration of Units

I/we request that the Units issued pursuant to this Subscription Agreement are registered in the name and address set out above.

In respect of joint subscriptions, we direct that on the death of one of us the Units for which we hereby apply be held in the name of and to the order of the survivor or survivors of us or the executor or administrator of each survivor or survivors.

Confidentiality

Information provided in this Subscription Agreement will be treated confidentially by the Fund Company, the Directors, the Placement Agent, the Registrar, the Investment Manager, the Administrator and the Custodian provided that they may present this Subscription Agreement and the information provided herein to such parties as deemed advisable if:

- (a) called upon to establish that the offer and sale of the Units is exempt from registration under applicable law;
- (b) the information is requested by any regulatory agency with jurisdiction over the Fund, the Fund Company, the Directors, the Placement Agent, the Registrar, the Investment Manager, the Administrator or the Custodian; or
- (c) the information is relevant to an issue in any action, suit or proceeding to which the Fund, the Fund Company, the Directors, the Placement Agent, the Registrar, the Investment Manager, the Administrator and the Custodian or any of their affiliates is a party or by which they are or may be bound.

Nominees (to be filled out in the case of nominees)

I hereby make the following declarations:

I am/we are investing as nominee for, or otherwise for or on behalf of, anyone other than myself/ourselves a certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization.

If the answer is "yes," the person for whom I am/we are acting:

- is an individual.
- is an entity, but is not an investment company.
- is an investment company (including any family investment vehicle, trust, hedge company, investment club or other entity, group or association by means of which more than one individual makes investments).

Choice of Law and Forum

I/we agree to be bound by the laws in force in the Kingdom of Bahrain and in addition to the non-exclusive jurisdiction of the relevant courts of the Kingdom of Bahrain subject to which laws this Subscription Agreement will be governed and interpreted.

For Official Use only:

Accepted and Approved by: _____

MIDAS No.: _____

Signature of Representative _____

Date: _____

Marketing Officer: _____

Marketing Officer: _____

Other information/comments:

ACCEPTANCE

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

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

Number and value of Units allocated to you are

_____ Units x [] each = _____

Accepted on behalf of the Directors of the Fund Company:

By: _____ Dated: _____
