

Date: 26 December 2018

التاريخ: 26 ديسمبر 2018

To : Bursa Kuwait Company

السادة/ شركة بورصة الكويت المحترمين

Dear Sir,

تحية طيبة وبعد..

Subject: Disclosure on lawsuit**الموضوع / افصاح بشأن دعوى قضائية**

Reference to Capital Market Authority's regulations concerning disclosure of the material information specified at Article 4-1-1/ 14 of Chapter Four (Book 10), please find attached form No. (8) Concerning lawsuits and judicial verdicts.

بالإشارة الى تعليمات هيئة أسواق المال بشأن الإفصاح عن المعلومات الجوهرية الواردة في الفصل الرابع من الكتاب العاشر مادة 4-1-1/ 14، نرفق لكم طيه نموذج رقم (8) والخاص بالدعاوي والأحكام القضائية.

Best Regards,

وتفضلوا بقبول فائق الاحترام ...



رائد جواد بوخمسين

Raed Jawad Bukhamseen

Disclosure of Lawsuits and Judicial Verdicts Form

Date	26 December 2018
Listed company	Kuwait International Bank
Lawsuit No.	827 and 904/2016 – Commercial (Cassation Court)
Subject matter of the Lawsuit	appointment of Expert and Compelling to Pay Compensation
Date of Court Verdict	25 December 2018
Competent Court	Cassation Court
Litigants	Kuwait International Bank (Plaintiff & Defendant) Against: 1. AlShahed Real Estate Co. (Defendants & Plaintiffs) 2. Madakhl ElKhair General Trading & Contracting Co
Court verdict issued in favor of:	1. AlShahed Real Estate Co. 2. Madakhl ElKhair General Trading & Contracting Co.
Verdict of First Degree Court:	First: Lawsuit No. 4373/2009. The Court rejected the case. Second: Lawsuit No. 2613/2012. To compel the defendant – Madakhl ElKhair to pay to the plaintiff an amount of 580601/- and an amount of 200 for lawyer fees. Third: Lawsuit No. 2614/2012. To compel the defendant – AlShahed Real Estate Co. to pay to the plaintiff an amount of KD2029616/438 and an amount of KD 200 for lawyer fees

<p>Verdict of Court of Appeal:</p>	<p>The Court accepted the appeal in form and to revoke the appealed judgment and to render a judgment on the original subject matter of the lawsuit No.4373/2009 to compel the Appellee to pay to the first Appellant – AISHahed Real Estate Co., an amount of KD1,134,941/896 (Kuwaiti Dinars One Million, One Hundred Thirty Four Thousand and Nine Hundred Forty One, and 896 Fils) and to incur the first instance and appeal legal expenses. The court has rejected any other claims otherwise. As for the two combined lawsuits No. 2613/2012 and No. 2614/2012, the courts rejected them and compelled the plaintiff to pay for the expenses and an amount of KD300 for lawyer fees.</p>
<p>Verdict of Court of Cassation</p>	<p>First: As for Appeal No. 827 of 2016- Commercial. The Court decided to accept the appeal in form and to reject it in merits and compelled the Appellant Bank to incur the expenses and an amount of KD20 for lawyer fees.</p> <p>Second: As for Appeal No. 904 of 2016- Commercial. The Court decided to accept the appeal in form and to partially render a judgment in merits to reject paying the compensation referred to in Case No. 4373 of 2009-Commercial/Civilian- First Instance/ Government and compelled the Appellee to incur the expenses and an amount of KD20 for lawyer fees.</p> <p>Third: As for Appeal No. 552 of 2016 – Commercial. The Cassation Court decided to compel the appellee to pay to the two appellants an amount of KD9,065,984/380 (Kuwaiti Dinar Nine Million and Sixty Five Thousand and Nine Hundred Eighty Four and 380 Fils), and to incur an appropriate amount to cover the first instance and appeal court legal expenses</p>
<p>Expected Impact of the court verdict on the Company</p>	<p>The bank will complete its disclosure of the financial impact resulting from this judgment issued against it as soon as it will receive a copy of the judgment and once being acquainted of the reasons.</p>