

GFH UK subsidiary Roebuck inks Euro 400 m JV with ICG

● Partnership to aggregate urban logistics and last mile portfolio in Spain, with three assets already acquired

● JV represents another milestone for GFH in realising its asset management aspirations

TDT | Manama

GFH Financial Group yesterday announced that Roebuck Asset Management, its majority-owned UK-based logistics asset manager, and ICG Real Estate, the real estate business of



Hugh Macdonald-Brown

Intermediate Capital Group (ICG), have formed a Joint Venture (JV) to aggregate an urban logistics / last mile portfolio across Spain.

The partnership represents another milestone for GFH as it continues its expansion and the realisation of the Group's asset management aspirations with a

stronger footprint and growing portfolio in Europe.

The strategy, with a target Gross Asset Value (GAV) of Euro 400 million over the next 18 months, will predominantly target index-linked long-income assets in strong micro-locations via direct sale and leaseback opportunities or secondary acquisitions, but will also seek out build-to-suit and forward funding opportunities that fit the thematic investment criteria.

The new JV has already completed the acquisition of three urban logistics assets across Spain. The assets form a seed portfolio of triple-net long income, backed by good covenants, in locations that are critical to their tenant's needs, providing a robust platform from which to aggregate.

Hugh Macdonald-Brown, Managing Partner of Roebuck, commented, "We are delighted to announce this new partnership, which has already identified a strong pipeline of assets across core Spanish city markets and completed three strategic acquisitions."

"We are actively reviewing new opportunities to follow the first three successful acquisitions we've completed and look forward to working with investors, and developers and strengthening our already strong tenant relationships, whilst also building and expanding Roebuck Iberia's team." Roebuck is a pan-European asset management company specialising in European Logistics that has transacted Euro2.5 billion since its formation in 2009.

LEGAL VIEWPOINT

Boilerplate "force majeure" clauses



DR. ABDELGADIR WARSAMA

AWARSAMA@WARSAMALC.COM

A "force majeure" clause is a contract provision that relieves the parties from performing their contractual obligations when certain circumstances beyond their control arise, making performance inadvisable, commercially impracticable, illegal, or impossible. In the absence of a force majeure clause, parties to a contract are left to the mercy of the common law contract doctrines of "impracticability" and/or "frustration of purpose," which rarely result in excuse of performance.

Instead of relying on the common law general principles, parties can better achieve flexibility during times of crisis through a carefully negotiated force majeure clause. But, this is not an easy job. Whereas, anticipation and specifying "Force Majeure Events" is very crucial and likewise determining which types of circumstances to be covered by the force majeure clause is essential.

Provisions often cover natural disasters like hurricanes, floods, earthquakes, and weather disturbances sometimes referred to as "acts of God." Other covered events may include war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, fire, disease or medical epidemics or outbreaks, and curtailment of transportation facilities preventing or delaying acts. However, I believe that such events depend on the merits of each case. Don't cut and paste as you need to be careful when negotiating such events, as some may not apply to the concerned contract in your hands. As

example in construction contracts in Japan, earthquake may not be taken as force majeure due to more advanced new construction models to control effects of earthquakes in new buildings. Generally, Courts tend to interpret force majeure clauses narrowly, that is, only the events listed and events similar to those listed will be covered. For example, while acts of terrorism might be a specified force majeure event, it does not necessarily follow that a court would also excuse a party's performance based on "threats" of terrorism. Thus, it is especially important to specify any types of circumstances that you anticipate could prevent or impede your action.

Generally, Courts tend to interpret force majeure clauses narrowly, that is, only the events listed and events similar to those listed will be covered. For example, while acts of terrorism might be a specified force majeure event, it does not necessarily follow that a court would also excuse a party's performance based on "threats" of terrorism. Thus, it is especially important to specify any types of circumstances that you anticipate could prevent or impede your action.

Asking and answering these types of questions will help you anticipate and specify the most critical force majeure events. Even so, not all potential events can be specified or anticipated in the contract. A concluding catch-all phrase should be appended to the list, such as "and any other events, including emergencies or non-emergencies," to cover other unforeseeable events.

It is common to find boilerplate force majeure language in contracts limiting excuse of the parties' performance obligations only when it would be "impossible" to perform due to the unexpected circumstances. For greater flexibility, consider instead excusing performance when it would be "inadvisable, commercially impracticable, illegal, or impossible" to perform.

Additionally, even if you have negotiated a specified list of force majeure events, be sure to carefully using the proper language that supports your clear intention. A carefully negotiated and drafted force majeure clause is an important tool for reducing the risk of liability, otherwise the risk is there.

(The views and opinions expressed in this article are those of the author and do not necessarily reflect the official policy or position of the Daily Tribune)

NBB, Cork Information Technology join hands

To launch supply chain finance solution



In pictures, the deal signing

TDT | Manama

The National Bank of Bahrain has partnered with Cork Information Technology to introduce a Supply Chain Finance solution for its Corporate and SME clients and their suppliers.

The agreement was held under the patronage of Zayed R. Alzayani, Minister of Industry and Commerce (MOIC) Chairman of the Council for the Development of SMEs, at MOIC's headquarters with the attendance of NBB and Cork Information Technology representatives.

NBB launched its latest digital product offering that aims to bridge gaps between buyers and suppliers by providing a range of financing and risk mitigation solutions designed to optimise working capital.

The new solution will operate through Cork Information

Technology's Corkline platform and will include a range of benefits for both parties. Suppliers will have the opportunity to avail prepayment of their invoices upon acceptance of invoices by the buyer, and will benefit from quick access to cash as well as an additional source of funding without consuming their credit limits. Additionally, buyers will be able to aid their suppliers with access to financing and can also help in securing better payment terms and discounts.

Zayed R. Alzayani, Bahrain Minister of Industry and Commerce, said: "Across the globe, we are witnessing the adoption of Fintech solutions as an enabler for Banking & Finance industry. We are opening new growth opportunities for SME's, especially in Bahrain that is ripe for digital transformation and keen to stay ahead in today's digital and automation age." Jean-Christophe Durand,



CEO of NBB, said: "Our new product enables us to support the sector while also expanding our trade offerings to various clients. The platform promises to provide a seamless and efficient experience to both buyers and sellers as we continue to offer a range of digitally innovative products and services to meet our customers' needs." Khalid Hussain AlMaskati, Chairman of Cork Information Technology, added: "We are confident that this partnership with National Bank of Bahrain (NBB) will help offer innovative supply chain finance solution to their clients in a digitally enhanced manner."

Arab Bank Group H1 profits grow 38%



TDT | Manama

Arab Bank Group reported a net income after tax for the first half of 2022 of \$252 million as compared to \$182.4 m for the same period last year, recording an increase of 38%.

The Group loan portfolio grew by 6% to reach \$35.7 billion as of June 30, 2022 compared to \$33.8 bn for the same period last year, while customer deposits grew by 2% to reach \$47.1 bn compared to \$46 bn for the same period last year.

Sabih Masri, Chairman of the Board of Directors, stated that the performance in the first half of the year reflects the Group's prudent operating policies and strong financial position, despite challenging economic environment.

Randa Sadik, Chief Executive Officer, stated that the underlying performance of the Group continues on its growth path with 6% growth in net operating income across the Bank's lines of business driven by improvement in both net interest income and commission income by 4% and 17%, respectively, and well controlled Group underlying operating expenses. Sadik also added that the Group's liquidity remains strong where loan-to-deposit ratio stood at 75.9% and asset quality remains high with credit provisions held against non-performing loans continue to exceed 100%. Arab Bank Group maintains solid capital base that is predominantly composed from common equity with capital adequacy ratio stood at 16.4%.

Saudi GDP grows 11.8% year/year in Q2

Reuters | Dubai

Saudi Arabia's gross domestic product rose by 11.8% in the second quarter compared with the same period in 2021, according to initial government estimates yesterday, as the world's top oil exporter benefits from higher energy prices. Growth was largely driven by a 23.1% increase in oil activities, the General Authority for Statistics said, while non-oil activities expanded 5.4%.

BCICAI elects new board



The Bahrain Chapter of the Institute of the Chartered Accountants of India (BCICAI) elected its new leaders for the 2022-23 term starting August 1 during a recent meeting at The Diplomat Radisson Blu Hotel, Sharmila Shet. The first Woman Chairperson of BCICAI, will lead the new committee. Above, front row, from left, Shriharathi Maheshkumar, Excom Member; Nisha Sharma Kotwani, Secretary; Sharmila Shet, Chairperson; Aswathy Udayarajan, Excom Member. Second Row (from left): Ankush Malhotra, Excom Member; Fenil D'souza, Joint Treasurer; Ekansh Agrawal, Joint Secretary; Sthanumurthy Viswanathan Meera, Vice Chairperson; Clifford D'souza, Treasurer; Sumeet Khopkar, Excom Member and Abhishek Gupta, Excom Member. BCICAI, affiliated with Bahrain Accountants Association, is the largest organised body of Indian Chartered Accountants in Bahrain, with over 450 members.