

**Taiba Investments Company announces its entry into a binding implementation agreement with Dur Hospitality Company in relation to a securities exchange transaction through acquiring all of Dur's shares, and its firm intention in making an offer in this respect**

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TAIBA INVESTMENTS

**Taiba Investments Company (“Taiba”) announces its entry into a binding implementation agreement with Dur Hospitality Company (“Dur”) in relation to a securities exchange transaction through acquiring all of Dur’s shares, and its firm intention in making an offer in this respect**

## 1. Introduction

Further to the announcement made by Taiba Investments Company (“Taiba”) on 24/05/1444H (corresponding to 18/12/2022G) about its entry into a nonbinding memorandum of understanding with Dur Hospitality Company (“Dur”) relating to a potential securities exchange transaction and including a nonbinding agreement on the structure and the exchange ratio, **Taiba is pleased to announce its entry into a legally binding implementation agreement with Dur on 17/09/1444H (corresponding to 08/04/2023G)** (the “**Implementation Agreement**”) pursuant to which Taiba has agreed to make an offer to Dur’s shareholders to acquire all shares of Dur in consideration for newly issued shares in Taiba pursuant to Article (26) of the Merger and Acquisition Regulations and in accordance with the Rules on the Offer of Securities and Continuing Obligations issued by the board of the Capital Market Authority, and in accordance with the conditions and provisions of the Implementation Agreement (the “**Transaction**”).

In relation to this, Taiba also announces its firm intention to make an offer pursuant to the Transaction and in accordance with the conditions and provisions of the Implementation Agreement, in accordance with Article 17(e) of the Merger and Acquisition Regulations.

Pursuant to the terms of the Implementation Agreement, the Transaction will be implemented through Taiba’s acquisition of all of Dur’s shares, which are 100,000,000 shares with nominal value of SAR 10 per share, through a securities exchange offer in consideration for Taiba’s issuance of 100,000,000 new ordinary shares with nominal value of SAR 10 per share for Dur’s shareholders (the “**Consideration Shares**”), through Taiba’s increase of its capital from SAR 1,604,574,830 to SAR 2,604,574,830, and the increase of Taiba’s shares from 160,457,483 shares to 260,457,483 shares. Consequently, increasing Taiba’s capital 62.32% from its current capital.

After Completion, Dur’s shareholders, who are registered in Dur’s shareholders’ register at the end of the second trading day after the date of the approval of the extraordinary general assembly relating to the Transaction of both companies, will receive one (1) Consideration Share in Taiba in return for every share they own in Dur (the “**Exchange Ratio**”) and Dur’s shares will delist from the Saudi Exchange and Dur will be a wholly owned subsidiary of Taiba.

Based on the Exchange Ratio and the closing share price of Taiba of SAR 29.50 on 15/09/1444H (corresponding to 06/04/2023G) (which is the last trading day prior to the date of this announcement), each Dur share is valued - for the purposes of the Transaction – at SAR 29.50 and Dur’s total shares are valued – for the purposes of the Transaction – at SAR 2,950,000,000.

The above valuation represents a premium of 22.5% compared to the closing share price of Dur of SAR 24.08 on the Saudi Exchange on 15/09/1444H (corresponding to 06/04/2023G), which is the last trading day prior to the date of this announcement. Furthermore, the above valuation represents a premium of 31.0% based on the unaffected share prices for Taiba and Dur, which is the closing share price of Taiba of SAR 25.10 and the closing share price of Dur of SAR 19.16 on the Saudi Exchange on 21/05/1444H (corresponding to 15/12/2022) (which is the last trading day prior to both companies’ announcement on 24/05/1444H (corresponding to 18/12/2022G) in respect of signing a non-binding memorandum of understanding in relation to the Transaction).

Upon completion of the Transaction, Taiba’s existing shareholders will own 61.6% of Taiba after the capital increase, and Dur’s shareholders will own 38.4% of Taiba after the capital increase. Upon completion of the

Transaction, substantial shareholders of Taiba will consist of: Aseela Investment Company (ownership percentage of 20.729%), Mohammed Ibrahim Mohammed Al-Eissa (ownership percentage of 9.176%), and the Public Investment Fund (ownership percentage of 8.490%).

Considering that the final Exchange Ratio is an integer, there will be no fractional shares to which Dur's shareholders will be entitled.

The members of the board of directors of Taiba, excluding conflicted directors, believe the Transaction is in the best interest of Taiba and its shareholders, after having carried out due diligence – along with their advisers – they believe appropriate under the circumstances, and after considering the market condition at the time of the Implementation Agreement, and potential growth opportunities for Taiba and Dur and the expected synergies and benefits of the Transaction, and also after taking into account the opinion given by J. P. Morgan Saudi Arabia (the financial adviser of Taiba) on 15/09/1444H (corresponding to 06/04/2023G) to Taiba's board.

There will be no immediate change in both companies' businesses as a result of this announcement. Both companies will remain independent and separate, and both will continue to operate on a business-as-usual basis. Taiba does not expect that the Transaction, if completed, will result in the involuntary redundancy of employees.

Completion of the Transaction is not guaranteed and is subject to a number of conditions and approvals including regulatory and shareholders' approvals. The Implementation Agreement further prescribes the events on which the Implementation Agreement might be terminated and the Transaction halted. The conditions to the Transaction and termination events are further explained in Section (3) of this announcement.

## 2. Deal Rationale

*This section contains the views of Taiba on the expected benefits resulting from the Transaction, and contains forward-looking statements, which are inherently subject to risks and uncertainties, and should not be relied upon. The Offer Document and Shareholders' Circular, which will be published at a later stage by Taiba, must be reviewed, as they will include risks about the Transaction and other details (as applicable). It should also be noted that the synergy expectations included in this section are merely preliminary estimates, and Taiba does not intend to update the synergy statements or estimates nor any other forward-looking statements, except as required pursuant to applicable laws and regulations.*

*Nothing contained in this announcement is intended to be or shall be deemed to be a forecast, projection or estimate of the future financial or operational performance of Taiba, Dur or the market, and no statement in this announcement should be interpreted to mean that earnings per share for current or future financial periods of Taiba post the Transaction would necessarily match or exceed historical earnings per share of Dur or Taiba shares.*

The Transaction is expected to create a leading hospitality company (by number of hotel keys) in Saudi Arabia, with ownership and management of multiple real estate properties in the hospitality and residential space across Saudi Arabia including hotels, serviced apartments, residential properties, retail centres, etc.

The combination of the asset portfolios and the integration of operations is expected to result in an increased scale of operations, improved access to real estate development opportunities, shared benefit of know-hows and expertise in hospitality and property management, leverage and scale up owned brands (particularly Makarem) and strengthen capabilities on account of experience and scale in partnerships with international hotel brands, which could ultimately increase competitive advantage and create a better value proposition to the shareholders. In addition, Taiba post- Transaction is expected to be well positioned to support the Saudi economy and play a proactive role in contributing to achieve Saudi Vision 2030 as well as being a key stakeholder in supporting and delivering Saudi's National Tourism Strategy. Set out below are the main motives and expected benefits of the Transaction:

- **Scale, coverage, and profile:** The two companies have a combined portfolio of 28 hotels with approximately 5,746 keys, 11 residential properties with approximately 1,519 units, 6 commercial centres spanning approximately 54,695 sqm. and multiple land plots, with a total combined revenue of SAR 898,678,992 and operating profit of SAR 195,145,576 (21.7% operating profit margin) based on the prepared pro-forma financials for the year ended 31 December 2022. Given this magnified footprint, post-transaction, Taiba is expected to become one of the leading players in the hospitality business in the Kingdom.
- **Pan KSA geographic footprint:** The combination of Taiba and Dur will result in a large KSA footprint, expected to enable them after the Transaction to capture demand from all client clusters in key cities such as Riyadh, Makkah, Jeddah, Madinah, Tabuk and Jubail which is expected to further cement their brands and profile across the Kingdom.
- **Capabilities expansion:** Post-transaction, Taiba plans to leverage Dur and Taiba's existing and supplementary capabilities and resources to achieve operational and commercial excellence, as well as deliver best-in-class customer experience. After the Transaction, Taiba will have deep know-how and expertise in:
  - o **Hospitality management and operations expertise** that could be leveraged at scale across the combined portfolio, as well as the Makarem brand to operate hotels in Makkah and Madinah.
  - o **Real estate property development expertise**, both in hospitality projects and commercial centres development.
  - o **Global partnerships and relationships**, given experience in forming strategic partnerships with major international flags such as IHG Hotels & Resorts and Marriott International.
- **Catalysing delivery of Saudi Vision 2030:** The Transaction can enable Taiba to play a vital role in unlocking opportunities presented by Saudi Vision 2030's transformational agenda. The scale of Taiba post- Transaction will allow it to be well positioned to tap into key growth areas and become a key stakeholder in supporting and delivering Saudi's National Tourism Strategy.
- **Revenue Synergy:** After the Transaction, Taiba can leverage the geographical complementarity of Dur and Taiba's asset portfolio across Saudi Arabia. The cumulative know-how of the local market across several different cities in Saudi Arabia (including major metropolitan cities like Riyadh and Jeddah, the holy cities of Makkah and Madinah, smaller but upcoming cities like Tabuk and Jubail) is expected to be beneficial to Taiba post- Transaction. Furthermore, Dur and Taiba's complementary footprint in the holy cities of Makkah and Madinah is expected to increase sales opportunities and joint packages and strengthen market positioning and branding, driving both revenue uplift as well as customer satisfaction, unlocking revenue synergies in the near-medium term. Furthermore, revenue synergy upside in the medium – long term can be expected from strategy driven value creation levers, with the quantum of upside dependent on the strategy of Taiba post- Transaction.
- **Balance Sheet Synergy:** Combining CAPEX spend of the two companies is expected to optimize procurement cost driven by better negotiation with suppliers.
- **Cost Synergy:** The Transaction is expected to lead to efficiency improvements through economies of scale. The Transaction is expected to unlock cost synergies after integration is complete, with significant value creation potential, driven by increased scale, sharing of best practices and annual efficiency gains.

The below illustration shows the properties of both Taiba and Dur as at 31 December 2022.

### Taiba's Properties (as at 31 December 2022)

Hotel 6 Hotels (1,883 Keys)		Commercial Centers 5 Centers (GLA 34,695 sqm)	
Owned by Al-Aqeeq (a wholly owned subsidiary) and managed by Taiba	Owned by Taiba but Managed by others	Owned by Al-Aqeeq (a wholly owned subsidiary) and managed by Taiba	Owned and managed by Taiba
4 Hotels (1,506 keys)	2 Hotels (377 keys)	4 Centers (19.5 K sqm)	One Center (15.2K sqm)
Taiba Suites Madinah	Dar AlKouther Hotel Madinah	Taiba Suites Commercial center Madinah	Deem Plaza, Riyadh
Taiba Front Madinah	Madinah Airport Hotel, Madinah (Partially owned , 33.33%)	Taiba Front Commercial Center Madinah	
Taiba Madinah Hotel		Taiba Madinah Hotel commercial center	
Al-Aqeeq Madinah Hotel		Al-Aqeeq Madinah Hotel Commercial Center	

Source: Taiba

### Dur's Properties (as at 31 December 2022)

Hotel / Serviced Apartments (22 Hotels / 3,863k Keys)			Residential (11 Properties / 1,519 units)		Retail (1 property)
Owned <sup>1</sup> and managed by Dur	Owned <sup>2</sup> but not managed by Dur	Managed but not owned by Dur	Owned <sup>1</sup> and managed by Dur	Managed but not owned by Dur	Owned <sup>1</sup> and managed by Dur
9 Hotels (1,566 keys)	5 Hotels (1,042 keys)	8 Hotels (1,255 keys)	6 Properties (1,180 units)	5 Properties (339 keys)	1 property (GLA <sup>2</sup> : 20k sqm) <sup>3</sup>
Makarem Ayjad Makkah	Riyadh Marriott Riyadh	Makarem Umm Al-Qura Makkah	Darraq Homes <sup>2</sup> Riyadh	Dur Al-Andalus Jeddah	Awal Plaza Riyadh
Holiday Inn & Suites Tabuk	Marriott Courtyard DQ Riyadh	Makarem Al-Bait Makkah	Dur Al-Wadi Riyadh	Dur Al-Rawdah Jeddah	
Holiday Inn & Suites Jubail	Marriott Hotel DQ Riyadh	Makarem Mina Makkah	Dur Al-Sharq Riyadh	Dur Al-Yasmin Jeddah	
Marriott Airport Riyadh	Marriott Exec. Apartments Riyadh	Makarem Al Shorofat Makkah	Dur Twaiq Riyadh	Dur Al-Maather Riyadh	
Crowne Plaza Riyadh Palace Riyadh	Marriott Exec. Apartments DQ Riyadh	Shada Al-Shatea Jeddah	Nakheel Staff Housing Jeddah	Dur Bader Riyadh	
Shada Al Salamah Jeddah		Dara Al-Rayyan Riyadh	Crowne Plaza Staff Housing Riyadh		
Dara Al-Salam Jeddah		Dara Alhamra Jeddah			
Dara Quraish Jeddah		Dara Shafa Abha Abha			
Dara Qurtobah Riyadh					

Notes: In 2019, Dur acquired 60% stake in Nuzul Shada Hospitality Company ("Shada Hospitality")

- Includes partial and full ownership and leased properties
- Includes 6 properties – Darraq-I, II, III, IV, V-A, and V-B
- Represents available rental area for Awal Plaza; total land area is 40,675m<sup>2</sup>

Source: Dur

### 3. Key Terms of the Transaction according to the Implementation Agreement

#### 3.1 Conditions of the Implementation Agreement

The Transaction completion is subject to a number of conditions, which are summarized as follows:

1. Obtaining all required approvals of the Capital Market Authority with respect to the Transaction.
2. Obtaining the approval of the Saudi Exchange on the listing of the Consideration Shares on the Exchange and obtaining any other approvals which the Saudi Exchange may require with respect to the Transaction.
3. The delivery of any required notification to Securities Depository Center Company (Edaa) with respect to the Transaction.
4. Obtaining a non-objection from the General Authority for Competition with respect to the Transaction, or the expiration of the applicable waiting periods under the Competition Law.
5. Obtaining any required approvals from the Ministry of Commerce in respect of the amendments to the bylaws of Taiba.
6. Obtaining the approval of the requisite majority of Taiba's shareholders on the Transaction's resolution at the Transaction's extraordinary general assembly.
7. Obtaining the approval of the requisite majority of Dur's shareholders on the Transaction's resolution at the Transaction's extraordinary general assembly.
8. No Material Adverse Event (as such term is defined in the Implementation Agreement) having occurred and being continuing.
9. No breach of the warranties having occurred, unless such breach is capable of remedy and has been remedied to the reasonable satisfaction of the non-breaching party.
10. No governmental body of competent jurisdiction in Saudi Arabia having enacted, issued, promulgated, enforced or entered any order, injunction, judgment, decree or other action which is in effect and which prohibits or makes illegal the consummation of the Transaction in accordance with the Implementation Agreement.
11. Obtaining the approval of, or notifying, a number of contractual counterparties of both companies.

#### 3.2 The Composition of Taiba's Board after Completion and the Integration Committee

Subject to obtaining the relevant regulatory and shareholders' approvals, Taiba and Dur agreed, pursuant to the Implementation Agreement, to take the necessary procedures to recompose Taiba's board upon completion of the Transaction. Dur will nominate three (3) members, or at least a third of the members, to be appointed in Taiba's board of directors with effect from the completion of the Transaction. Taiba will procure the vacancy of the seats for those nominees through the resignation of members or any other method Taiba believes is proper. The parties agreed that the nominations shall not cause a breach of the independence requirements applicable to board members under the Capital Market Authority's regulations.

These changes will only occur at the completion of the Transaction, and the current boards and executive teams will continue to manage their respective companies and operate separately.

Taiba and Dur have agreed on establishing an integration committee to oversee the integration planning and to make its recommendations on the same to Taiba's board after the completion of Transaction. It should be noted that no steps will be taken with relation to business integration except after the approval and completion of the Transaction.

### 3.3 Restrictions on Business Conduct

The Implementation Agreement imposes an obligation on both Taiba and Dur to refrain from taking any act that may violate certain restrictions stipulated in the Implementation Agreement (which are subject to certain exceptions and limitations) that relate to the conduct of business for the period between signing of the Implementation Agreement and until completion of the Transaction or the termination of the Implementation Regulations except with the approval of the other party, which the other party may not unreasonably withhold.

If either party breaches any of these restrictions, then the other party has the right to consider the breach a Material Adverse Event (provided that such breach has an adverse material effect on the Transaction in the reasonable assessment of the non-breaching party) and terminate the Implementation Agreement based on a notice to the breaching party.

### 3.4 Termination

The Implementation Agreement terminates with immediate effect, and the rights and obligations of both parties under it cease (with certain exception such as confidentiality and dispute resolution) upon the occurrence of a number of events, including:

1. A written notice to terminate is given by one party to the other party following breach, where such breach constitutes a Material Adverse Event (as defined in the implementation Agreement), including a breach of the abovementioned business conduct restrictions, breach of the warranties and breach of the undertaking regarding providing and submitting the documents required under relevant laws and providing the information required to allow the other party to prepare such documents.
2. If the completion of the Transaction does not occur, or the conditions are not satisfied or waived, before the end of one year from the date of the Implementation Agreement, unless agreed otherwise in writing.
3. If the Parties agree to terminate the Implementation Agreement in writing.

## 4. Related Parties and Conflicted Directors

The Transaction includes several related parties, as the following persons are related parties under the Merger and Acquisition Regulations as of the date of this announcement:

- the Public Investment Fund, considering it is a substantial shareholder in Dur and has a representative on Taiba's board of directors;
- Ibrahim Mohammed Al-Eissa (Chairman of Taiba), considering he is a board member in Aseela Investment Company given that Aseela Investment Company and Dur are under the common control of Mohammed Ibrahim Mohammed Al-Eissa; and
- Mohammed Ibrahim Al-Eissa and Assela Investment Company, considering they are deemed to be acting in concert (as they are in the same group given Mohammed Ibrahim Al-Eissa's control of Aseela Investment Company) and together own (20%) or more in both Dur and Taiba.

There are also directors who have an interest in the Transaction, as the following directors declared their interest and abstained from participating and voting on the board's resolution to approve the Implementation Agreement: Ibrahim Mohammed Al-Eissa (as he is a board member and a shareholder in Aseela Investment Company, which is a substantial shareholder of Dur, and given his parents have an interest in Dur's shares); Ghassan Yasser Shalabi (as one of his relatives is a board member in Aseela Investment Company, which is a substantial shareholder of Dur); Feras Salah-Adin Al-Qurashi (as he is a representative of the Public Investment Fund, which is a substantial shareholder of Dur); Mohammed Abdulmohsen Al-Qurainis (as he is a senior executive in Aseela Investment Company, which is a substantial shareholder in Dur); and Badr Hamoud Al-Badr (as he owns shares in Dur and used to be its CEO from 2012G until 2019G).

Accordingly, related parties and conflicted directors will be subject to the regulatory restrictions relating to voting of interested shareholders in accordance with the legal requirements of the Capital Market Authority and what it issues in that regard, the details of which will be explained in the Offer Document and Shareholders' Circular to be issued by Taiba later.

## 5. Confirmations

Pursuant to the requirements of the Merger and Acquisition Regulations, Taiba confirms at the date of this announcement the following:

- There is no person acting in concert with Taiba in relation to the Transaction.
- Taiba does not own or control any shares in Dur nor does it own an option to purchase such shares.
- Taiba has not received any irrevocable commitment to accept the offer.
- There are no indemnity arrangements in relation to Dur's shares involving Taiba, Dur or any person acting in concert with any of them.
- The Transactions' terms do not include a break-up fee.
- The consideration payable by Taiba does not include cash. Accordingly, it is not necessary for J.P. Morgan Saudi Arabia, acting as Taiba's financial adviser, to confirm that Taiba has sufficient resources available in relation to the Transaction.

## 6. Status of the Transaction and Next Steps

Taiba and Dur will commence working to satisfy the conditions required to complete the Transaction, including obtaining the relevant regulatory approvals. It should be noted that the completion of the Transaction is not guaranteed since it is still subject to the conditions contained in the Implementation Agreement.

After obtaining the necessary regulatory approvals, Taiba will issue a circular addressed to its shareholders in respect of the Transaction and the associated capital increase, which will contain full details of the capital increase. Taiba's shareholders must carefully review the circular before making any decision in relation to how to vote on the Transaction. Taiba will also publish an offer document to the shareholders of Dur which will set out specific information relating to the Transaction. Dur's board of directors will also issue a circular addressed to its shareholders setting out its views in relation to the Transaction. Taiba and Dur agreed to thereafter call their respective extraordinary general assemblies to vote on the Transaction.

Taiba has appointed J.P. Morgan Saudi Arabia as its financial adviser in relation to the Transaction, and appointed Khoshaim & Associates as its legal adviser in relation to the Transaction.

Taiba will make further announcements as and when material developments occur in relation to the Transaction in accordance with the applicable rules and regulations.



### Disclaimer

**This is an unofficial English translation. In case of discrepancy, the Arabic announcement shall prevail.**

**The announcement shall not be relied on separately from the Shareholders' Circular and Offer Document to be issued later, and such documents shall be read in full and in detail to be aware of all details and risks of the Transaction (as applicable).**

It should be noted that this announcement should not be interpreted as an offering or invite to buy, subscribe or purchase, any securities including the Consideration Shares in any jurisdiction. This announcement does not constitute an offer document, prospectus, shareholder circular or an equivalent document in any jurisdiction. This announcement may be restricted pursuant to relevant regulations in some jurisdictions. The person receiving this announcement is responsible for knowing and adhering to such restrictions.

The implications of the Transaction for persons resident in, or citizens of, jurisdictions outside of Saudi Arabia may be affected by the laws of such jurisdictions. The ability to participate in voting for the Transaction for persons not resident in Saudi Arabia may be affected by the laws of such jurisdictions. Such persons should inform themselves of and observe any applicable requirements.

#### *No profit forecasts or estimates*

Nothing in this announcement is intended, or is to be construed, as a profit forecast or to be interpreted to mean that earnings per Taiba or Dur share for the current or future financial years after completion of the transaction will necessarily match or exceed the historical earnings per Taiba share or Dur share.

#### *Forward Looking Statements*

This announcement, information contained in it, and other statements made regarding the Transaction, and other information published by Taiba and Dur might contain statements which are, or may be deemed to be, "forward-looking statements". All statements, other than statements of historical fact are, or may be deemed to be, forward-looking statements. Forward-looking statements are prospective in nature and are not based on historical facts, but rather on assumptions, expectations, valuations, targets, estimates, forecasts and projections of Taiba and Dur about future events, and are therefore subject to risks and uncertainties which could cause actual results, performance or events to differ materially from those expressed or implied by the forward-looking statements. These forward-looking statements are contingent on several matters, including the possible effect of the Transaction on Taiba and Dur or Taiba after the completion of the Transaction and other relevant contingencies, which will be included in more details in offer documents and circular which will be published at a later time.

Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as "plans", "expects", "budget", "targets", "aims", "scheduled", "estimates", "forecast", "intends", "anticipates", "seeks", "prospects", "potential", "possible", "assume" or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "should", "would", "might" or "will" be taken, occur or be achieved, or negative statements of the same. Taiba and Dur can give no assurance that such statement will prove to be correct. By their nature, forward-looking statements involve risks (known and unknown) and uncertainties (and other factors that are in many cases beyond the control of Taiba or Dur) because they relate to events and depend on circumstances that may or may not occur in the future.

There are a number of factors that could affect the future operations of Taiba, Dur and/or both after the completion of the Transaction and that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. These factors include the satisfaction (or, where permitted, waiver) of the conditions to the Transaction, as well as additional factors, such as: domestic and global business and economic conditions; asset prices; market related risks such as fluctuations in interest

rates and exchange rates, industry trends, competition, changes in regulation, changes in the policies and actions of governments and/or regulatory authorities (including changes related to taxation), changes in political and economic stability, disruption in business operations due to reorganisation activities (if applicable), interest rate, inflation, deflation and currency fluctuations, the timing impact and other uncertainties of future or planned acquisitions or disposals or offers, the inability of Taiba post-completion to realise successfully any anticipated synergy benefits when the Transaction is implemented, or difficulties relating to the Transaction when the Transaction is implemented. Other unknown or unpredictable factors could affect future operations and/or cause actual results to differ materially from those in the forward-looking statements. Such forward-looking statements should therefore be construed in the light of such factors and must not be relied upon.

Each forward-looking statement speaks only as of the date of this announcement. Neither Taiba nor its affiliates or any of their respective directors, managers, employees or advisors, provides any representation, warranty, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement will actually occur. Forward looking statements involve inherent risks and uncertainties. All forward-looking statements contained in this announcement are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Readers must therefore not rely on these forward-looking statements. Other than in accordance with their legal or regulatory obligations, neither Taiba nor Dur are under or undertake any obligation, and each of the foregoing expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, provided that it is not required by law.

J.P. Morgan Saudi Arabia is acting as an exclusive financial adviser to Taiba. J.P. Morgan Saudi Arabia is not liable to any party except Taiba in relation to providing consultation in relation to this Transaction. J.P. Morgan Saudi Arabia is licensed by the Capital Market Authority with license number 12164-37 to carry out securities business.