

Mr. Hamed Ali  
Chief Executive Officer  
Dubai Financial Market  
Dubai – United Arab Emirates

عناية السيد حامد علي المحترم  
الرئيس التنفيذي  
سوق دبي المالي  
دبي – الإمارات العربية المتحدة

Date: 28 November 2022

التاريخ: 28 نوفمبر 2022

Subject: Disclosure of the Listing Prospectus  
of Taaleem Holdings PJSC

الموضوع: الإفصاح عن نشرة الإدراج لشركة تعليم  
القابضة ش.م.ع  
تحية طيبة وبعد،

Greetings,

With reference to the above subject, we hereby  
enclose the Listing Prospectus for Taaleem  
Holdings PJSC.

بالإشارة إلى الموضوع أعلاه، نتشرف بأن نرفق نشرة  
الإدراج لشركة تعليم القابضة ش.م.ع.

The Name of the Authorized Signatory:

Mr. Khalid Ahmed Humaid Matar Altayer

اسم المخول بالتوقيع:

خالد أحمد حميد مطر الطاير

Designation:

Chairman

المسمى الوظيفي:

رئيس مجلس الإدارة

Signature:



التوقيع:

Company's Seal

ختم الشركة:



Prospectus Announcement Concerning Listing the Shares of Taaleem Holdings Group PJSC (the “Company” or the “Group”) on the Dubai Financial Market

<b>Name of the Company</b>					
Taaleem Holdings PJSC					
<b>Commercial Register details</b>					
License number 591478, issued by the DET					
<b>Share Capital</b>					
<ul style="list-style-type: none"> <li>• <b>Company’s share capital:</b> The share capital of the Company as at the date of the listing has been set at <b>AED 1,000,000,000 (one billion)</b> UAE Dirham divided into <b>1,000,000,000 (one billion)</b> shares paid in full, with the nominal value of each share being <b>AED 1 (One)</b> Dirham.</li> </ul>					
<b>Statement of Changes in the Company’s Share Capital</b>					
<p><b>Share capital: Upon the completion of the Offering:</b></p> <p>The Company’s paid-up share capital shall be AED 1,000,000,000 (one billion) UAE Dirham, divided into 1,000,000,000 (one billion) shares with a nominal value of AED 1 (One) Dirham per share.</p> <p>The Company has offered 250,000,000 (two hundred and fifty million) shares all of which are ordinary shares and constitute 25% (twenty five per cent) of the total share capital of the Company.</p>					
<b>Statement of Major Shareholders of the Company or holding 5% or more of the Company’s Share Capital and Number of Shares held</b>					
<b>Before the Offering</b>					
Name	Nationality	Type of Shares	Number of Shares owned	Total value of Shares owned *	Ownership proportion

National Bonds Corporation PJSC	UAE	Ordinary	172,800,135	172,800,135	23.04%
Al Mal Direct Equity II Limited	UAE	Ordinary	136,373,465	136,373,465	18.18%
Al Mal Capital (P.S.C.) Acting as custodian for Amer Saad Mohammed Fawzi Alkhayyat	UAE	Ordinary	76,267,480	76,267,480	10.17%
Investment Trading Group LLC	UAE	Ordinary	72,494,720	72,494,720	9.67%
Ahmad Saad Fawzi Al Khayyat	UAE	Ordinary	62,920,000	62,920,000	8.39%
Emirates Islamic Bank	UAE	Ordinary	50,000,000	50,000,000	6.67%

**After the Offering**

Name	Nationality	Type of Shares	Number of Shares owned	Total value of Shares owned *	Ownership proportion
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National Bonds Corporation PJSC	UAE	Ordinary	172,800,135	172,800,135	17.28%
Al Mal Direct Equity II Limited	UAE	Ordinary	136,373,465	136,373,465	13.64%
Al Mal Capital (P.S.C.) Acting as custodian for Amer Saad Mohammed Fawzi Alkhayyat	UAE	Ordinary	76,267,480	76,267,480	7.63%
Investment Trading Group LLC	UAE	Ordinary	72,494,720	72,494,720	7.25%
Ahmad Saad Fawzi Al Khayyat	UAE	Ordinary	62,920,000	62,920,000	6.29%
Emirates Islamic Bank	UAE	Ordinary	50,000,000	50,000,000	5%
<i>* Based on the nominal value</i>					

### Company Overview

The Group is one of the largest K-12 premium education providers in the UAE with a portfolio as at 31 August 2022 consisting of 26 schools, comprising 10 owned and operated premium private schools, including one private early years facility (offering nursery to foundation stage

two (“**FS2**”) education) for children up to the age of three years (“**Early Years**”), and 16 government-partnership schools operated on behalf of Government entities.

The Group operates two types of schools: (i) premium schools and (ii) Government-partnerships. For the 2021-2022 academic year, the Group’s portfolio included 18 schools, including 10 owned and operated premium schools, six Abu Dhabi Charter schools operated on behalf of ADEK and two Dubai Schools operated on behalf of the KFE under the Public Private Partnership (“**PPP**”) programme.

As at 31 August 2022, the Group has a portfolio of 26 schools with a student base comprising of 27,407 students and a teaching staff comprising of 1,721 teachers for the 2022-2023 academic year. The Group’s premium portfolio included five schools offering an IB curriculum, four schools offering a British curriculum (including one Early Years facility offering British curriculum) and one school offering an American curriculum as at 31 August 2022. The Group’s premium schools portfolio had 952 teachers and 12,466 enrolled students as at 31 August 2022. With respect to the Government-partnership portfolio, for the 2022-2023 academic year as at 31 August 2022, the Group operated nine Abu Dhabi Charter Schools on behalf of ADEK with 10,595 students enrolled, three “Dubai Schools” under the PPP programme operated on behalf of KFE with 1,940 students enrolled and four PPP schools operated on behalf of ESE as part of the Ajyal (Generations) Schools (“**Ajyal Schools**”) initiative by the Federal Ministry of Education with 2,406 students enrolled. Given that the Government-partnership schools were only established in the 2019-2020 academic year, they represent an opportunity for future growth and potential increase in contribution to the Group’s revenue and profits as such schools develop.

### Company Background and History

The Group was founded in 2003 with the incorporation of Beacon Management LLC and commenced commercial operations in September 2005 under the “Beacon Education” brand with the establishment of American Academy for Girls, Uptown Primary School (now known as Uptown International School), The Children’s Garden-Green Community, Greenfield Community School (now known as Greenfield International School) in Dubai, and Raha International School-Gardens Campus (“**RIS- Gardens Campus**”) in Abu Dhabi between 2005 and 2007. In September 2007, the Group underwent a shareholder restructuring, whereby the Company (formerly known as Madares PSJC) acquired 100% of the shares in Taaleem LLC (formerly known as Taaleem PJSC) and Taaleem Management LLC (formerly known as Beacon Management LLC). Since then, the Company continued its operations as a private joint stock company until it was declared as converted into a public joint stock company by its constitutive general assembly on 23 November 2022.

The following chart sets out the Group’s current portfolio of schools by year of addition to the Taaleem portfolio and the curriculum offered by each school.

No.	School	Year Added to Taaleem Portfolio	Curriculum
1.	Dubai British School (DBS) - Emirates Hills	2005	British
2.	Uptown International School (UIS)	2005	IB

3.	American Academy for Girls (AAG)	2005	American
4.	Raha International School (RIS) – Gardens Campus	2006	IB
5.	Greenfield International School (GIS)	2007	IB
6.	Jumeirah Baccalaureate School (JBS)	2010	IB
7.	Dubai British School (DBS) Jumeirah Park Foundation	2014	British
8.	Dubai British School (DBS) -Jumeirah Park	2015	British
9.	Abu Dhabi Charter School – Al Watan School	2019	American
10.	Abu Dhabi Charter School - Al Salam School	2019	American
11.	Abu Dhabi Charter School – Al Nayfa School KG	2019	American
12.	Abu Dhabi Charter School – Al Walaa KG	2019	American
13.	Raha International School (RIS)– Khalifa City	2020	IB
14.	Dubai Schools Al Barsha – Dubai PPP	2021	American
15.	Dubai Schools Mirdif- Dubai PPP	2021	American
16.	Abu Dhabi Charter School – Al Wafaa KG	2021	American
17.	Abu Dhabi Charter School – Al Riyadh	2021	American
18.	Dubai Schools Nad Al Sheba – Dubai PPP	2022	American
19.	Abu Dhabi Charter School – Al Ahad	2022	American
20.	Abu Dhabi Charter School – Al Azm	2022	American
21.	Abu Dhabi Charter School – Al Forsan KG	2022	American
22.	Ajyal School - Al Furqan	2022	American
23.	Ajyal School -Al Maktoum	2022	American
24.	Ajyal School -Al Qarayan	2022	American
25.	Ajyal School -Al Mataf	2022	American
26.	Jebel Ali School (JAS)	1977 (acquired in 2022)	British

### Primary Objects of the Company

The objectives of the Company that the Company is established for shall be in compliance with the provisions of the laws and regulations in force in the UAE and, pursuant to its Memorandum and Articles of Association, are as follows:

- Investment in Educational Enterprises and Management.
- Investment in Commercial Enterprises and Management; and
- Investment in Industrial Enterprises and Management.

### Company's Head Office and Branches

The Company's head office is located at Office No. 105, Century Plaza, Jumeirah Beach Road, P.O. Box 76691, Dubai, UAE.

The Company has no branches in the UAE or abroad.

### Company's Subsidiaries

Please refer to Annex 1

### Board of Directors

Name	Year of Birth	Nationality	Capacity
Mr. Khalid Ahmed Humaid Matar Altayer*	1977	UAE	<b>Chairman</b>
Mr. Adel Mohammed Saleh Alzarouni*	1957	UAE	<b>Vice Chairman</b>
H.E. Helal Saeed Salem Saeed Almarri*	1976	UAE	<b>Director</b>
Mr. Amer Saad Mohammed Fawzi Alkhayyat	1968	UAE	<b>Director</b>

Mr. Ahmad Saed Mohd Fawzi Al Khayyat*	1972	UAE	<b>Director</b>
Mr. Eyad Ismail Sabti Mashal*	1972	UAE	<b>Director</b>
Mr. Mohammed Abdulla A Rahman Alshaibani*	1991	UAE	<b>Director</b>
H.E. Abdulla Mohd Abdulla Mohd Alawar*	1979	UAE	<b>Director</b>
Ms. Rehab Mohamed Hussain Lootah*	1969	UAE	<b>Director</b>

Notes:

- (\*) denotes that the Director is considered “independent” under the Governance Rules.

All Directors are non-executive.

Some of the members of the Board hold memberships on the boards of other public joint stock companies in the UAE, as follows:

<b>Name</b>	<b>Membership on the boards of directors of other public joint stock companies in the UAE</b>
Mr. Adel Mohammed Saleh Alzarouni	National General Insurance Co (PJSC) – Vice Chairman
H.E. Helal Saeed Salem Saeed Almarri	Emaar Properties PJSC – Board Member Dubai Financial Market PJSC - Chairman
H.E. Abdulla Mohd Abdulla Mohd Alawar	Emaar Development PJSC – Board member

No bankruptcy ruling or a bankruptcy arrangement has been issued against any member of the Board or members of the executive management of the Company.



## **Directors' remuneration**

The Board members, since their appointment by the constitutive general assembly on 23 November 2022 have not received remuneration from the Company.

The management expertise and experience of each of the Directors is set out below:

### **Khalid Ahmed Humaid Matar Altayer - Chairman**

Khalid Al Tayer is the Managing Director at Al Tayer Insignia. Al Tayer Insignia is the retail subdivision of Al Tayer Group, a multi-division conglomerate based in the UAE. Al Tayer Insignia represents over 60 luxury, lifestyle, beauty and hospitality brands.

Prior to joining Al Tayer Group as Group General Manager in 2005, he worked at McKinsey & Co. and Emirates Financial Services. In 2000, he co-founded Makook.com, an internet start-up which provided an online auction platform to the UAE market. The platform was recognised at the Dubai Internet City E-Biz Challenge.

In addition to his current roles, he serves on the Board of Directors of the Retail Business Group at the Dubai Chamber.

He graduated with a Bachelor of Science in Entrepreneurship, Corporate Finance and Economics from Babson College, USA in 1999.

### **Adel Mohammed Saleh Alzarouni – Vice Chairman**

Managing Partner and founder of Rivoli Group, one of the largest Middle East luxury retailers with over 400 outlets in the United Arab Emirates, Bahrain, Qatar, Kuwait and Oman with over 2,000 employees.

His experiences in varying roles throughout the region have enabled him to add value as a board member in several public and private joint stock companies. Board member of Rivoli Group, National General Insurance Company Vice Chairman, one of the largest insurance companies in the United Arab Emirates.

Adel is the founder, Vice Chairman and Chairman of Executive Committee of Taaleem. Adel is also Vice Chairman of Emirates Golf Federation, Secretary General of Arab Golf Federation. Board Member of UAE National Olympic Committee.

Adel holds a Bachelor of Science degree in Finance from the University of Central Florida, United States.

### **H.E. Helal Saeed Salem Saeed Almarri**

His Excellency Helal Saeed Almarri is the Director General of the Dubai Department of Economy and Tourism. He is a member of the Executive Council of Dubai, a member of the

Board of Directors of the Investment Corporation of Dubai and also the Director General of the Dubai World Trade Centre Authority (DWTCA).

Almarri was recently appointed as chairman of Dubai Financial Market and also serves as a member of the Supreme Committee of the Expo 2020 and board member at the Dubai Chamber of Commerce and Industry, Emaar Properties PJSC and Taaleem PJSC.

Almarri's responsibilities span enhancing Dubai's positioning as the preferred destination for investment, business and leisure and for developing and strengthening the Emirate's economy.

Helal Almarri holds a Master of Business Administration (MBA) degree from the London Business School (LBS). Almarri is a Chartered Accountant from the Institute of Chartered Accountants in England and Wales and previously worked at consulting firms, McKinsey and KPMG.

#### **Amer Saad Mohammed Fawzi Alkhayyat**

Amer Al Khayyat has a Masters (Hons) degree from Stanford University United States, BSc (Hons) in Civil Engineering from Imperial College, United Kingdom.

Mr Amer Al Khayyat is Managing Director at AKI (Al Khayyat Investments), as a Managing Director he has played a key role in its transportation solutions, real estate development. AKI is a family owned diversified company operating in multi-sectors which includes Retail, Health Care, Contracting, Fitness, Environmental Services, Automotive and Investments.

Further, Amer Al Khayyat is a Board member at SIC, Managing Director AKM, Vice Chairman Realty Capital and Vice Chairman at Transmak.

#### **Ahmad Saed Mohd Fawzi Al Khayyat**

After graduating with a BSc in Monetary Economics from the London School of Economics, Ahmad Al Khayyat went to Yale University where he completed his postgraduate degree in International & Development Economics in 1994.

Ahmad Al Khayyat is the Managing Director of Al Khayyat Investments, a diversified family business based in Dubai. During 2006 he co-founded Transmak, a construction equipment leasing company, and continues to serve on its board as a director. Ahmad Al Khayyat was the founding member of Taaleem, and continues to be a board member and executive committee member of the group since its inception and to date. Ahmad Al Khayyat is president of Sun In Motion, a startup in the solar energy sector he founded in 2017. Prior to this he worked as an associate with McKinsey & Company based in Cologne and Dubai until 2003.

He is a member of the YPO since 2014 and a Fellow of the Aspen Institute.

#### **Eyad Ismail Sabti Mashal**

Eyad has 25 years of experience in investment and finance fields. Currently, he is the Chief Investment Officer of National Bonds Corporation; a multi-asset class investment company with multiple geographical allocations. Previously, he was the Managing Director and Head of MENA Investments at Al-Rashed Group; one of the large conglomerates in KSA with a very sizable investment portfolio. Eyad's focus was primarily on private and public equity markets. Eyad represented the Group on the board of several companies private and public including higher education, pharmaceutical, food, banks and industrial companies. Prior to that he was an Executive Director at Bank Julius Baer based in Dubai where he launched and managed the Onyx MENA Fund one of the first dedicated opportunistic MENA hedge funds. In addition, he advised clients on global asset allocation and product selection. Earlier, he was the head of Asset Management of Atlas Investment Group in Jordan and the head of MENA asset management of the Arab Bank Group based in Dubai.

Throughout his career, Eyad structured and managed several investment funds including a long only fund (Arab Bank MENA Fund), a hedge fund (Onyx MENA Fund), a private equity fund (the Jordan Fund) and a direct real estate fund. He is a Chartered Financial Analyst (CFA) and a member of the CFA institute since 1999. Eyad received his MBA and B.Sc. with honours in Accounting and Business Administration from the University of Jordan.

#### **Mohammed Abdulla A Rahman Alshaibani**

Mohammed Abdulla Al Shaibani heads the family office of Easa Saleh Al Gurg Group, a UAE based conglomerate with 27 companies representing over 370 international brands.

Prior to that Mohammed was with Investment Corporation of Dubai (ICD), the investment arm of the Government of Dubai, where he covered real estate investments in the UAE and globally.

He serves as a board member of the Knowledge Fund Establishment in addition to being a member of the investment committee of National Bonds Corporation.

Mohammed holds a Bachelor of Science in Finance from Bentley University in the United States and a Master of Business Administration (MBA) from London Business School in the United Kingdom.

#### **H.E. Abdulla Mohd Abdulla Mohd Alawar**

Abdulla is currently the Chief Executive Officer of Dubai Government's Knowledge Fund Establishment.

Formerly, Al Awar was the Chief Executive Officer of the Dubai International Financial Centre Authority in 2009. Throughout his 8-year tenure in DIFC, starting in 2004, Al Awar held multiple executive positions, capitalizing on his exceptional skills in the areas of Strategic planning, Management operations and financial supervision to help develop the Dubai International Financial Centre to be a global financial Centre.

In 2013, Al Awar was appointed the CEO of the Dubai Islamic Economy Development Centre. From its inception, the Centre was responsible to implement the insightful vision of His Highness Sheikh Mohammed Bin Rashid Al Maktoum, UAE Vice President and Prime Minister, Ruler of Dubai for making Dubai the global capital of the Islamic Economy sectors. The Centre partnered with all the competent entities in the public and private sectors in implementing the strategy of "Dubai: The Capital of Islamic Economy" by innovating initiatives that contribute to the development of the economic diversification in Dubai such as Islamic finance, the Halal products industry and the Islamic lifestyle sectors.

Al Awar is a Board Member of Emaar Development PJSC and the Emirates International Accreditation Centre. He is also a member of the Oversight Committee of the ENBD REIT. He has previously also served as a member of several committees and councils in Dubai including the Economic Committee of the Executive Council of the Emirate of Dubai, the Dubai Free Zones Council, Borse Dubai and the Investment Committee of the ENBD REIT.

Abdulla holds a Bachelor's Degree of Science in Business Administration from the University of Colorado at Boulder in the United States. He is also a graduate of the Mohammed Bin Rashid Program for Leadership Development, a Dubai Government-run Executive Education program for executives in the public and private sectors in Dubai, which was conducted in the affiliation with Cranfield University in the UK, IMO and INSEAD.

#### **Rehab Mohamed Hussain Lootah**

Ms. Lootah is the Deputy Group Chief Executive Officer - National Bonds. Ms. Lootah has over 20 years of experience in the financial industry and UAE government sector and prior to joining National Bonds Corporation P.5.C as Deputy Group Chief Executive Officer, she was the Chief Executive Officer for Mawarid Consultancy and Senior Vice President SME & Retail Business for Mawarid Finance under the Mawarid Group. Additionally, she was the board member of Mawarid Technology as well. Over the years, has created a leading legacy of multiple successful commercial and social projects as well as commercial ventures including the 'Tamaiaz Award' and 'Entrepreneurs Forum (EF)'. She has been the recipient of numerous prestigious awards including UAE President H.H Sheikh Khalifa Bin Zayed Award, and is also the world's first woman recipient of the CIMA certification in Islamic Finance.

Ms. Lootah is a Certified Shariah Advisor and Auditor. She holds a Bachelor of Science in Engineering from UAE University, UAE and an MBA from Stratford University, United States. Moreover, she holds a post graduate diploma in Islamic Finance from the Institute of Islamic Banking and Insurance, United Kingdom.

#### **Senior Management**

<b>Name</b>	<b>Year of birth</b>	<b>Nationality</b>	<b>Position</b>	<b>Year appointed</b>
Alan David Williamson	1970	UK	Chief Executive Officer	2019

Arnaud Emmanuel Jean Marie Prudhomme	1961	France	Chief Financial Officer	2017
Samuel Truman	1978	UK	Chief Operating Officer	2008

The day-to-day management of the Company's operations as a public joint stock company, effective from the date of listing, will be conducted by the above executive management team.

The management expertise and experience of each of the executive management team is set out below.

### **Alan David Williamson**

Alan graduated from Glasgow University with an Honours degree in History (with Economics and Russian Language) and attended the Harvard Graduate School of Education during his tenure as a School Principal in the United Kingdom. He has led several schools as Principal in the UK and international sector. Alan was previously CEO of a premium schools' group in Dubai, and before that, the Head of a large Futures Trust learning community in the UK.

He brings with him a wealth of experience, as a teacher, headmaster and principal of groups of schools. Alan is a strong communicator who fundamentally understands that the profitability and success of an education company is intrinsically linked to happy and flourishing schools where the welfare of students is the number one priority, and where staff are the most prized asset. As well as being passionate about teaching and learning, Alan has previously also been actively involved in school leadership related to Special Educational Needs and Inclusion.

In his current role as CEO at Taaleem, he supervises the strategic direction of the company.

Alan has a significant and impressive impact and evidenced based skillset in system wide improvement, incorporating skills, competency and knowledge in:

- Financial business acumen
- Leadership and professional development, including mentoring and coaching in the education industry
- Leading large organisations through transformational change
- Accountability principles and practices in relation to schools and corporate organisations
- Leading schools and corporate organisations through quality assurance, self-evaluation, strategic thinking & best value education and financial reviews
- International education, curriculum, benchmarks and review procedures
- High level strategic planning
- School improvement including Her Majesty's Inspection in the UK context

- School improvement in the UAE including moving groups of schools to 'Outstanding'
- Project management, including school start up projects
- School improvement and 'best value' operation in Public Private Partnership including the Charter Schools programme in the UAE (Abu Dhabi).

### **Arnaud Emmanuel Jean Marie Prudhomme**

Arnaud has over 25 years' Leadership experience, in his native France, and internationally including CFO roles based in the UK with world-wide responsibilities and a stint in Japan. He has held Senior Corporate roles with EBRD (London+ global), AXA's investment management arm (London + global), a Family Office in Abu Dhabi before joining Taaleem in December 2017. Arnaud has been a director of several operational companies and has worked at board level for a long time. He has broad financial management experience, incorporating skills, competency, and knowledge in:

- Contributing to strategy, and executing the financial side of it
- Improving profitability of businesses, business lines and products
- Restructuring platforms
- M&A transactions
- Project and change management – people, tools, and processes
- Budgeting and planning
- Leading big and small teams of staff and nurturing talent
- International best financial practices

Arnaud holds a Master's degree in History from La Sorbonne University, France and a Master's degree in Finance, Accounting, Management and Law from Sciences Po, France.

### **Samuel Truman**

Sam is a member of the Royal Institution of Chartered Surveyors (RICS), the world's leading professional body for promoting the highest professional standards in the development and management of land, real estate, construction, and infrastructure. Sam also holds a master's degree (Distinction) in Commercial Management and Quantity Surveying from Heriot-Watt University.

He has over 15 years' experience working in the international private school development sector. As COO of Taaleem, Sam is currently responsible delivering operational excellence and efficiency across Taaleem's portfolio of schools. He is also responsible for driving growth and value creation initiatives for the group. In addition to this role, he oversees all marketing and admissions activities for the group ensuring that they are aligned in their strategies and goals.

He is a member of the Taaleem's Senior Executive Board (SEB) that promotes operational excellence and develop future growth strategies. The SEB also determines and develops,



effective and efficient operational policies, provides leadership support and ensures the accountability of all schools within the group.

He is passionate about design and delivering outstanding, future proof, energy efficient and eco-friendly learning environments. As a Chartered Quantity Surveyor (CQS), his responsibilities include, preparing feasibility studies and controlling project cost. He has an enviable record of designing and delivering multimillion-dollar, multifaceted, fast track projects both on time and within budget.

Prior to joining Taaleem, Sam spent 10 years with one of the world’s largest educational suppliers. Here he successfully developed their reach, supply, and distribution chains across the GCC, the Far East and Central Asia. He was recognised for many significant successes; one of which was the successful execution of multiple contracts awarded by the US Aid Department for the supply of essential educational supplies to locations across Iraq to aid the reconstruction of government schools. In addition, he also secured a number of major contract awards from the Asian Development Bank for educational projects.

**Group Structure Chart**

The Group’s structure chart is appended to this listing Prospectus at Annex 2.

**Employment positions held by the prospective Board members within any of the Company’s subsidiaries and/or other joint stock companies in the UAE:**

None of the prospective Board members hold any employment positions with the Company’s subsidiaries.

**Employment positions held by the above-mentioned members of the executive management of the Company within any of the Company’s subsidiaries and/or other joint stock companies in the UAE:**

The above-mentioned members of the executive management of the Company are employed by the following subsidiaries:

Name	Legal Entity
Alan David Williamson	Taaleem Management LLC
Arnaud Emmanuel Jean Marie Prudhomme	Taaleem Management LLC
Samuel Truman	Taaleem Management LLC

**Directors’ competencies and responsibilities:**

The principal duties of the Board of Directors are to provide the Company’s strategic leadership, to determine the fundamental management policies of the Company and to oversee the performance of the Company’s business. The Board is the principal decision-making body for all matters that are significant to the Company, whether in terms of their strategic, financial or reputational implications. The Board has final authority to decide on all

issues save for those which are specifically reserved to the General Meeting of Shareholders by law or by the Company's Articles of Association.

**The key responsibilities of the Board include:**

- determining the Company's strategy, budget and structure;
- approving the fundamental policies of the Company;
- implementing and overseeing appropriate financial reporting procedures, risk management policies and other internal and financial controls;
- proposing the issuance of new shares and any restructuring of the Company;
- appointing executive management;
- determining the remuneration policies of the Company and ensuring the independence of Directors and that potential conflicts of interest are managed; and
- calling Shareholder meetings and ensuring appropriate communication with Shareholders.

Members of the Board are appointed by the Founders for three-year terms. Board members may serve any number of consecutive terms.

All members of the Board have been formally appointed at the constitutive general assembly of the Company (the "**Constitutive General Assembly**") held at 09:00 am on 23 November 2022, electronically without physical attendance of the shareholders.

The business address of each of the Directors is Taaleem Holdings PJSC, Office No. 105, Century Plaza, Jumeirah Beach Road, P.O. Box 76691, Dubai, UAE.

**Board Committees**

On and following Listing, the Board intends to operate and constitute an Audit Committee and, a Nomination and Remuneration Committee. The Chairman is not permitted to be a member of any of these Committees. If necessary, the Board may establish additional committees as appropriate.

The table below sets forth the expected membership on each of the committees of the Board on and following Listing.

<b>Director</b>	<b>Audit Committee</b>	<b>Nomination and Remuneration Committee</b>
Chairman	Rehab Mohamed Hussain Lootah	Eyad Ismail Sabti Mashal



Member	Dr. Ziad Azzam	Rehab Mohamed Hussain Lootah
Member	Amer Saad Mohammed Fawzi Alkhayyat	H.E. Abdulla Mohd Abdulla Mohd Alawar

A high-level overview of the mandate of each of these committees, as at Listing, is set out below.

### **Audit Committee**

On and following Listing, the Audit Committee intends to give due consideration to the applicable laws and regulations of the UAE, the SCA and the DFM, including the provisions of the Governance Rules.

From an audit perspective, the Audit Committee intends to assist the Board in discharging its responsibilities with regard to financial reporting, external and internal audits and controls, including reviewing and monitoring the integrity of the Company's annual and interim financial statements, reviewing and monitoring the extent of the non-audit work undertaken by external auditors, advising on the appointment of external auditors, overseeing the relationship with the external auditors, reviewing the effectiveness of the external audit process, and reviewing the effectiveness of the Company's internal audit function.

The ultimate responsibility for reviewing and approving the annual report and accounts is expected to remain with the Board. The Audit Committee intends to take appropriate steps to ensure that the Company's external auditors are independent of the Company as required by the Governance Rules and intends to obtain written confirmation from the Company's auditors that they will comply with guidelines on independence issued by the relevant accountancy and auditing bodies.

The Governance Rules require that the Audit Committee must comprise at least three members who are Non-Executive Directors and have knowledge and expertise in financial and accounting matters, and at least two members must be independent. One of the independent members must be appointed as the Chairperson of the Audit Committee. On and following Listing, the members of the Audit Committee are expected to be Rehab Mohamed Hussain Lootah (Chairperson and independent Non-Executive Director), Dr. Ziad Azzam (external expert member) and Amer Saad Mohammed Fawzi Alkhayyat (Non-Executive Director). The Audit Committee is required to meet at least four times a year.

### **Nomination and Remuneration Committee**

On and following Listing, the Nomination and Remuneration Committee intends to assist the Board in discharging its responsibilities relating to the composition and make-up of the Board and any committees of the Board. It is responsible for evaluating the balance of skills,

knowledge and experience and the size, structure and composition of the Board and committees of the Board and, in particular, for monitoring the independent status of the independent Non-Executive Directors. It is also expected to be responsible for periodically reviewing the Board's structure and identifying potential candidates to be appointed as Directors or committee members as the need may arise. In addition, the Nomination and Remuneration Committee intends to assist the Board in determining its responsibilities in relation to remuneration, including making recommendations to the Board on the Company's policy on executive remuneration, setting the over-arching principles, parameters and governance framework of the remuneration policy and determining the individual remuneration and benefits package of each of the Company's Directors and senior management.

The Governance Rules require that the Nomination and Remuneration Committee must comprise of at least three members who are Non-Executive Directors, of whom at least two must be independent. One of the independent members must be appointed as the Chairperson of the Nomination and Remuneration Committee. On and following Listing, the members of the Nomination and Remuneration Committee are expected to be Eyad Ismail Sabti Mashal (Chairman and independent Non-Executive Director), Rehab Mohamed Hussain Lootah (independent Non-Executive Director), H.E. Abdulla Mohd Abdulla Mohd Alawar (Non-Executive Director). The Nomination and Remuneration Committee is required to meet not less than once a year.

#### **Summary of the Company's General Assembly Resolutions for the Two Years Preceding the Listing**

The written resolutions of the shareholders of the Company for the Two Years Preceding the Listing have been submitted.

#### **Summary of the Significant Contracts Entered into By the Company**

##### **Material events and contracts concluded by the Company (including related party agreements)**

The following is a summary of certain terms of the Company's material contracts and related party agreements. The following summaries do not purport to describe all of the applicable terms and conditions of such contracts and are qualified in their entirety by reference to the actual agreements.

##### **Related Party Transactions**

The Group is and has been a party to various agreements and other arrangements with related parties comprising the Company, the Group's Shareholders, directors and certain of its other subsidiaries. The most significant of these transactions are described below. For details of the impact of related party transactions on the Group's financial position and financial results as at and for the years ended 31 August 2020, 2021 and 2022, please refer to note 22 of the

2022 Consolidated Financial Statements and note 22 of the 2021 Consolidated Financial Statements.

The Group's most significant related party transactions and arrangements include the following:

#### **Emirates Islamic Bank (EIB)**

EIB is a shareholder of the Company and received AED 4,500,000 in cash dividends from the Group during the year ended 31 August 2022.

For the year ended 31 August 2022, the Group obtained AED 160,000,000 in bank facilities from EIB and made payment of bank facilities to the value of AED 24,523,098. Moreover, the Group incurred AED 7,927,585 in finance costs on profit bearing financings with EIB during the year ended 31 August 2022. The outstanding balance of facilities and financing obtained by the Group from EIB amounted to AED 332,422,210 as at 31 August 2022.

As at 31 August 2022, the Group held AED 185,455,112 in bank balances and AED 40,066,000 in Wakala deposits with EIB. Additionally, during the year ended 31 August 2022, the Group earned AED 488,553 in profit from Wakala deposits with EIB.

See "*Material Agreements - Facility agreement with Emirates Islamic Bank PJSC*" for more detail regarding the Group's financing arrangements with Emirates Islamic Bank.

#### **National Bonds Corporation**

National Bonds Corporation is a shareholder of the Company and received AED 15,552,012 in cash dividends from the Group during the year ended 31 August 2022.

As at 31 August 2022, the Group held AED 16,340,250 in Sukuk deposits with National Bonds Corporation and received AED 435,263 in profit from the relevant Sukuk deposits during the year ended 31 August 2022.

#### **Knowledge Fund Establishment (KFE)**

The KFE is an indirect shareholder of the Company through Al Mal Direct Equity II Limited and received AED 12,273,612 in cash dividends from the Group during the year ended 31 August 2022.

The Group operates and manages a number of schools owned by the KFE, including Dubai School Barsha, Dubai School Mirdif and Dubai School Nad Al Sheba. The Group has also entered into a development lease agreement with the KFE on 17 January 2022, whereby Taaleem Management LLC leases land owned by KFE that is located on plot 3430443 in Al Wasl, Dubai, for the purpose of the construction, development and operation of a school on such land. See "*Material Agreements*" for more detail regarding the Group's development lease and operation and management agreements with the KFE.

During the year ended 31 August 2022, the Company made rental payments of AED 369,386 to the KFE in connection with the Company's lease of the land of The Children's Garden in Al Barsha from the KFE, which is in turn subleased to a third-party operator.

### **Compensation to key management personnel**

During the year ended 31 August 2022, the total value of compensation from the Group to its Board of Directors and key management personnel amounted to AED 18,294,962, which comprised of the following: (i) short-term employee benefits: AED 12,665,148; (ii) provision for employees' end of service benefits: AED 283,345; (iii) tuition fee discounts: AED 296,469; (iv) executive committee and audit committee compensation: AED 1,375,000; and (v) Board remuneration, compensation and other benefits: AED 3,675,000.

The Group offers certain scholarships and discounts, if specific criteria is met, such as: (i) 10% sibling discount for third child or more; (ii) 10% discount for any staff members of Emirates, Fly Dubai, DNATA that cannot be combined with any other discount; (iii) bespoke discount requests from parents suffering financial hardship; (iv) scholarship discounts awarded at the Principal's discretion, in agreement with central office, for high achievements in arts, academics, influence and sport; (v) MBR offering a 50% discount to MBR students as per the agreement with The Knowledge Fund (for JBS, AAG and UIS schools); and (vi) staff fee discounts in accordance with the human resources policy (ranging between 25% and 100%). While the Group no longer accepts applications for new enrolments under the MBR programme, which has been discontinued by the Government the Group has 161 students enrolled in the MBR programme as of August 2022, which will be honoured until Grade 12 of these students.

The Group provides tuition fee discounts of: (i) up to 75% of the tuition fee amounts for the first two children of members of the Group's board of directors; and (ii) up to 10% of the tuition fee amounts for further children of such board members. The Group's senior managers are provided with tuition fee discounts that are in line with the Group's standard employee discount policy, amounting to discounts of between 25% and 100%.

### **Material Contracts including related party transactions above are as follows:**

#### **Operation and Management Agreements**

##### **School Operation and Management Agreement with the Knowledge Fund Establishment (Al Barsha)**

Taaleem Management LLC entered into an operation and management agreement with the Executive Council of Dubai ("TEC") on 4 February 2022, whereby Taaleem Management LLC will operate and manage Dubai School, Al Barsha Branch. The agreement stipulates the opening date for the school as 29 August 2021 and the agreement will continue for an initial term of seven years from such opening date until August 2028. The parties may agree to extend the term of the agreement on the same terms for up to two additional periods of seven years each. On 13 July 2022, a novation agreement was entered into between TEC, Knowledge Fund Establishment ("KFE") and Taaleem Management LLC, whereby all rights, covenants, undertakings and obligations of TEC under the agreement were assigned and

novated to KFE. KFE is a related party of the Group. The novation agreement became effective as of 20 June 2022.

Under the agreement, Taaleem Management LLC is solely responsible and liable for all aspects of the operation and management of the school, which shall include the preparation of an annual school business plan and a marketing plan for the approval of KFE. Taaleem Management LLC will bear all direct costs in relation to the management and operation of the school, however, the relevant fee subsidy amounts and any relevant capital expenditure in connection with alterations or improvements to the school premises will be borne by KFE.

Pursuant to the agreement, KFE monitors and evaluates Taaleem Management LLC's performance in operating the school based on a list of key performance indicators which are outlined in the agreement. In the event that KFE determines that a performance test has not been achieved, KFE may send a written notice requiring remedial action to be taken by Taaleem Management LLC. If Taaleem Management LLC fails to comply with the terms of the remedial notice, then KFE may elect to terminate the agreement by delivering to Taaleem Management LLC a written notice to that effect within 60 days from the date of the expiry of the time period specified in the relevant remedial notice. In the event of a serious breach of the agreement by Taaleem Management LLC that is not remedied to the satisfaction of KFE within 15 days of the occurrence of such breach, KFE shall be entitled to immediately terminate the agreement by providing written notice to Taaleem Management LLC. Moreover, KFE is entitled to terminate the agreement immediately on written notice if Taaleem Management LLC undergoes a change of control without the prior written consent of KFE (such consent not to be unreasonably withheld or delayed). Under the agreement, the definition of "change of control" includes the occurrence of an event whereby a person who controls any company ceases to do so, or if another person acquires control of the relevant company. Furthermore, the agreement defines "control" as the ability of a person to influence the affairs of a company: (a) by the holding of shares or the possession of voting power in relation to the company; or (b) as a result of any powers conferred by the articles of association or other document regulating that or any other company. The offering of Shares as contemplated under this Prospectus is not expected to trigger the change of control provisions in the agreement.

### **School Operation and Management Agreement with the Knowledge Fund Establishment (Mirdif)**

Taaleem Management LLC entered into an operation and management agreement with TEC on 11 March 2021, whereby Taaleem Management LLC will operate and manage Dubai School, Mirdif Branch. The agreement stipulates the opening date for the school as 29 August 2021 and the agreement to continue for an initial term of seven years from such opening date until August 2028. The parties may agree to extend the term of the agreement on the same terms for up to two additional periods of seven years each. On 13 July 2022, a novation agreement was entered into between TEC, KFE and Taaleem Management LLC, whereby all rights, covenants, undertakings and obligations of TEC under the agreement were assigned and novated to KFE. KFE is a related party of the Group. The novation agreement became effective as of 20 June 2022.

Under the agreement, Taaleem Management LLC is solely responsible and liable for all aspects of the operation and management of the school, which shall include the preparation of an annual school business plan and a marketing plan for the approval of KFE. Taaleem

Management LLC will be liable for all direct costs in relation to the management and operation of the school, however, the relevant fee subsidy amounts and any relevant capital expenditure in connection with alterations or improvements to the school premises, all of which shall be payable by KFE.

Pursuant to the agreement, KFE monitors and evaluates Taaleem Management LLC's performance in operating the school based on a list of key performance indicators which are outlined in the agreement. In the event that KFE determines that a performance test has not been achieved, KFE may send a written notice requiring remedial action to be taken by Taaleem Management LLC. If Taaleem Management LLC fails to comply with the terms of the remedial notice, then KFE may elect to terminate the agreement by delivering to Taaleem Management LLC a written notice to that effect within 60 days from the date of the expiry of the time period specified in the relevant remedial notice. In the event of a serious breach of the agreement by Taaleem Management LLC that is not remedied to the satisfaction of KFE within 15 days of the occurrence of such breach, KFE shall be entitled to immediately terminate the agreement by providing written notice to Taaleem Management LLC. Moreover, KFE is entitled to terminate the agreement immediately on written notice if Taaleem Management LLC (i) breaches or otherwise defaults on certain provisions of the agreement; and (ii) if Taaleem Management LLC undergoes or permits a change of control without the prior written consent of KFE (whereby such consent cannot be unreasonably withheld or delayed). Under the agreement, the definition of 'change of control' includes the occurrence of an event whereby a person who controls any company ceases to do so, or if another person acquires control of the relevant company. Furthermore, the agreement defines 'control' as the ability of a person to influence the affairs of a company: (a) by the holding of shares or the possession of voting power in relation to the company; or (b) as a result of any powers conferred by the articles of association or other document regulating that or any other company. The offering of Shares as contemplated under this Prospectus is not expected to trigger the change of control provisions in the agreement.

### **School Operation and Management Agreement with the Knowledge Fund Establishment (Nad Al Sheba)**

Taaleem Management LLC entered into an operation and management agreement with KFE on 7 September 2022, whereby Taaleem Management LLC will operate and manage Dubai School, Nad Al Sheba Branch. The agreement stipulates the opening date for the school as 29 August 2022 and the agreement to continue for an initial term of seven years from such opening date until August 2029. The parties may agree to extend the term of the agreement on the same terms for up to two additional periods of seven years each.

Under the agreement, Taaleem Management LLC is solely responsible and liable for all aspects of the operation and management of the school, which shall include the preparation of an annual school business plan and a marketing plan for the approval of KFE. Taaleem Management LLC will be liable for all direct costs in relation to the management and operation of the school, however, the relevant fee subsidy amounts and any relevant capital expenditure in connection with alterations or improvements to the school premises, will be paid by KFE.

Pursuant to the agreement, KFE monitors and evaluates Taaleem Management LLC's performance in operating the school based on a list of key performance indicators which are outlined in the agreement. In the event that KFE determines that a performance test has not



been achieved, KFE may send a written notice requiring remedial action to be taken by Taaleem Management LLC. If Taaleem Management LLC fails to comply with the terms of the remedial notice, then KFE may elect to terminate the agreement by delivering to Taaleem Management LLC a written notice to that effect within 60 days from the date of the expiry of the time period specified in the relevant remedial notice. In the event of a serious breach of the agreement by Taaleem Management LLC that is not remedied to the satisfaction of KFE within 15 days of the occurrence of such breach, KFE shall be entitled to immediately terminate the agreement by providing written notice to Taaleem Management LLC. Moreover, KFE is entitled to terminate the agreement immediately on written notice if Taaleem Management LLC (i) breaches or otherwise defaults on certain provisions of the agreement; and (ii) if Taaleem Management LLC undergoes or permits a change of control without the prior written consent of KFE (whereby such consent cannot be unreasonably withheld or delayed). Under the agreement, the definition of “change of control” includes the occurrence of an event whereby a person who controls any company ceases to do so, or if another person acquires control of the relevant company. Furthermore, the agreement defines “control” as the ability of a person to influence the affairs of a company: (a) by the holding of shares or the possession of voting power in relation to the company; or (b) as a result of any powers conferred by the articles of association or other document regulating that or any other company. The offering of Shares as contemplated under this Prospectus is not expected to trigger the change of control provisions in the agreement.

#### **School Operation and Management Agreement with the Kids First Group**

Taaleem Management LLC entered into an operation and management agreement with Kids First Group LLC (“KFG”) on October 2021, whereby KFG will operate and manage the school located on plot 376-2284, Al Barsha, Dubai, United Arab Emirates. Taaleem Management LLC is currently the tenant of plot 376-2284 pursuant to a lease agreement entered into with KFE as the landlord. The appointment of KFG as manager is conditional on the delivery of a written consent by KFE as landlord.

The agreement includes a sub-lease agreement between Taaleem Management LLC as tenant, Redwood ELC Branch of KFG as sub-tenant and KFE as landlord, whereby Taaleem Management LLC sub-leases the relevant plot of land to Redwood ELC Branch of KFG, with the consent of KFE. Under the agreement, KFG acquires the exclusive right to manage and operate the school, together with the responsibility for obtaining the relevant education licenses from the Dubai governmental authorities, maintaining the school grounds, hiring employees, procuring the provision of utilities and maintaining the relevant insurance policies. In consideration of the right to manage and operate the school, KFG agreed to pay to Taaleem Management LLC a base fee (increasing annually) and a percentage of the revenue generated by the school. As per the agreement, KFG was required to pay the base fee on 1 April 2022, which corresponded with the commencement of the first year of the proposed school term. The agreement commenced on October 2021 and will terminate on 31 August 2037. At any time during the term of the agreement, KFG has the option, but not the obligation, to purchase the leasehold interest of the plot of land, subject to providing written notice to Taaleem Management LLC and the receipt of consent from KFE. At any time after 1 September 2027, Taaleem Management LLC has the right to terminate the agreement by providing at least twelve months’ notice to KFG.

### **School Operation and Management Agreement with Emirates School Establishment**

Taaleem Management LLC entered into an operation and management agreement with Emirates School Establishment (“**ESE**”) on 28 June 2022, whereby Taaleem Management LLC will operate and manage Al Maktoum School (Dubai), Alqarayen School (Sharjah), Al Mataf School (Ras Al-Khaimah), and Al Furqan School (Sharjah). The agreement commenced on 28 June 2022, continues for an initial term of three years and may be extended by the mutual agreement of both parties for additional periods of five years each. Alternatively, following the initial term, ESE has the right at its sole discretion to renew the agreement for one additional term of two years.

Under the agreement, Taaleem Management LLC is fully responsible for operating and managing the schools, including drafting and implementing the school policies, recruiting employees, managing facilities, training staff and providing financial management services as per an annual budget. In exchange for these services, ESE will pay to Taaleem Management LLC: (a) a fixed management fee at the end of each academic term; and (b) a variable fee calculated on the basis of certain key performance indicators that will be assessed by ESE. The key performance indicators include, amongst others: (i) the attainment and progress of students; (ii) the inspection rating for the relevant school; (iii) student well-being; (iv) parent satisfaction; and (v) the budget savings amount.

ESE is entitled to terminate the agreement (i) without cause upon providing six months’ written notice and (ii) immediately on written notice if Taaleem Management LLC breaches or otherwise defaults on certain provisions of the agreement. Moreover, ESE may terminate the agreement immediately on written notice if Taaleem Management LLC undergoes a change of control without the prior written consent of ESE. The agreement defines ‘control’ as the ability of a person to influence the affairs of a company: (a) by the holding of shares or the possession of voting power in relation to the company; or (b) as a result of any powers conferred by the articles of association or other document regulating that or any other company. Taaleem Management LLC is entitled to terminate the agreement if ESE breaches its payment or funding obligations, or if ESE decreases the base fee and/or variable fee by more than 10% during any relevant period. Either party may terminate the agreement upon the occurrence of a force majeure event, although the COVID-19 pandemic and any associated lockdowns did not give rise to a right to terminate or otherwise depart from the agreement.

### **School Operation and Management Agreement with the Abu Dhabi Department of Education**

Taaleem Holdings – Sole Proprietorship L.L.C. entered into agreement with the Abu Dhabi Department of Education and Knowledge (“**ADEK**”) on 14 July 2022, whereby Taaleem Holdings – Sole Proprietorship L.L.C. will operate and manage nine charter schools in the Emirate of Abu Dhabi, namely Al Watan School, Al Nayfa KG, Al Salam School, Al Walaa KG, Al Wafaa KG, Al Riyadh School, Al Forsan KG, Al Azm School and Al Ahd School. The agreement commenced at the start of the 2022-2023 academic year and will continue for a term of two years until the last day of the 2023-2024 academic year unless terminated prior to the expiry of the term. ADEK may elect to renew the agreement at its discretion for an additional term of five years in the event that Taaleem Holdings – Sole Proprietorship L.L.C. achieves certain key performance indicators and is successful in operating the school as per



the terms of the agreement. The key performance indicators include, amongst others: (i) the assessment results and progress of students; (ii) the inspection rating for the relevant school; (iii) student attendance; and (iv) parent satisfaction.

ADEK may terminate the agreement (i) for convenience by providing at least 180 days prior written notice, subject to the payment of a compensation amount and the relevant reasonable incurred costs to Taaleem Holdings – Sole Proprietorship L.L.C.; (ii) for cause, in whole or in part (by excluding one or more of the schools that are subject to the agreement) by providing at least 30 days' written notice in the event of poor performance or certain breaches of contract by Taaleem Holdings – Sole Proprietorship L.L.C.; or (iii) with immediate effect upon the material breach by Taaleem Holdings – Sole Proprietorship L.L.C. of certain key provisions in the agreement, including the occurrence of the change of control or the change of ownership of Taaleem Holdings – Sole Proprietorship L.L.C., without the pre-approval of ADEK. Taaleem Holdings – Sole Proprietorship L.L.C. may terminate the agreement by providing at least 30 days' prior written notice, subject to a 60-day remedial notice period in the event of a material breach by ADEK of the agreement or a failure by ADEK to make certain payments when due to Taaleem Holdings – Sole Proprietorship L.L.C. as per the terms of the agreement.

## **Development Agreements**

### **Development Lease Agreement with Knowledge Fund Establishment**

Taaleem Management LLC entered into a development lease agreement with KFE on 17 January 2022, whereby Taaleem Management LLC leases land owned by KFE that is located on plot 3430443 in Al Wasl, Dubai, for the purpose of the construction, development and operation of a school on such land. The 30-year lease commenced on 17 January 2022 and ends in 2052.

Pursuant to the lease agreement, Taaleem Management LLC has the obligation to obtain a license to operate a school with an international baccalaureate or British curriculum programme. Moreover, Taaleem Management LLC will pay annual rents to KFE starting from the third year of the lease (the first two years of the lease will be considered a grace period during which Taaleem Management LLC shall not be required to make rental payments to KFE). During the third year up to and including the sixth year of the lease, Taaleem Management LLC shall pay to KFE a fixed annual rent of AED 3,056,738.50, after which the rent shall increase by a pre-determined amount until the expiry of the 30-year term. Taaleem Management LLC will further pay to KFE: (a) a security deposit amounting to AED 1,528,374.38 in the form of an irrevocable, unconditional bank guarantee, which will be used as security for the execution by Taaleem Management LLC of its covenants and obligations under the agreement; and (b) a construction deposit amounting to AED 1,528,374.38 in the form of an irrevocable, unconditional bank guarantee, which will be used as security for the due and punctual performance of the construction works.

Taaleem Management LLC is solely responsible under the lease agreement for the development and construction works relating to the proposed school, including any costs associated with connecting the school to public infrastructure, obtaining the necessary constructional approvals from the relevant public authorities, and the maintenance of all necessary licenses, approvals and permits required to establish and operate the school. Taaleem Management LLC is required to complete the construction of the school within 24

months from the effective date, or it shall be obliged to pay a monthly fee to KFE until the relevant construction has been completed or until the construction completion date has been extended by KFE at its sole and absolute discretion.

Under the lease agreement, Taaleem Management LLC may not enter into any transaction that will result in a change of control in the ownership of Taaleem Management LLC, or the disposal or transfer of its shareholding or ownership, or an assignment, subcontracting or sub-lease of any of its rights or obligations under the lease agreement without the prior written consent of KFE, which may be granted or withheld at its sole and absolute discretion. Under the lease agreement, the definition of “change of control” includes the occurrence of: (a) an acquisition of 10% or more of the shares of Taaleem Management LLC by another entity or person; or (b) the sale of all or substantially all of the assets of Taaleem Management LLC, whereby, in either case, the relevant shareholders of Taaleem Management LLC prior to such change of control will, after the relevant change of control event, hold less than 90% of the shares of the surviving or acquiring entity. In the event that KFA provides its written consent to a change of control, assignment, subcontracting or sub-lease by Taaleem Management LLC, it may at its discretion, (a) charge a one-off fee equal or up to a maximum of 20% of the rent for the year; (b) charge a one-off fee equal or up to 5% of the transaction value underlying the relevant change of control, assignment, subcontracting or sub-lease; (c) amend the lease agreement to impose additional terms and conditions on the assignee; and/or (d) enter into a new lease with the assignee. Taaleem Management LLC may terminate the agreement at any time after the effective date but before the construction start date by giving KFE at least one month’s prior written notice, following which Taaleem Management LLC will forfeit the security deposit but will be reimbursed the amount of the construction deposit. KFE may at any time terminate the agreement for cause or material breach by Taaleem Management LLC by giving at least 30 days’ prior written notice. In the event that KFE terminates the agreement for cause or material breach by Taaleem Management LLC, Taaleem Management LLC is required to pay KFE liquidated damages of an amount equal to one year’s annual rent for the year when the termination occurs. Upon the termination of the lease or the expiry of the term of the lease: (a) Taaleem Management LLC shall be required to yield up the leased land and any fixtures, fittings and additions contained therein to KFE; and (b) KFE shall obtain the rights to all consents and approvals issued by the relevant competent authorities relating to the leased land.

#### **Asset Purchase Agreement with Jebel Ali School**

On 25 May 2022, Taaleem Management LLC signed an agreement with Jebel Ali School for the purchase by Taaleem Management LLC of the business and assets of Jebel Ali School as a going concern. Under the agreement, Jebel Ali School will sell with full title guarantee its business and assets, including all fixed and moveable assets, goodwill, the benefit of its business contracts, its employment relationships, stock, business records and information, intellectual property rights, book debts and all other assets, property or rights relating to or connected with its business to Taaleem Management LLC. In consideration for the purchase of the business and assets of Jebel Ali School, a purchase price of AED 48,000,000 was paid by Taaleem Holdings on behalf of Taaleem Management LLC to Emirates REIT. The purchase of the business and assets of Jebel Ali School was formally completed on 25 July 2022. Following the date of completion of the purchase, Taaleem Management LLC shall assume responsibility for the payment and performance of all the liabilities relating to the business and assets of Jebel Ali School that have been disclosed prior to completion, including: (a) all

periodical charges and outgoings relating to the business of Jebel Ali School, including liabilities under all business contracts; and (b) all salaries, bonuses, commissions, expenses, and other employment benefits payable to the current employees under the existing employment contracts of Jebel Ali School. Moreover, Taaleem Management LLC is responsible for paying, satisfying and discharging on behalf of Jebel Ali School all liabilities or obligations of Jebel Ali School that have not been disclosed prior to completion, up to a total amount of AED 500,000.

Under the terms of the agreement, Jebel Ali School will not be liable for breaches of warranties or any other claim under the agreement unless: (a) the liability in respect of the relevant claim exceeds AED 500,000; and (b) the amount of the liabilities, either individually or when aggregated with the liability for all other claims (other than those which individually do not exceed AED 500,000) is greater than AED 500,000, in which case, Jebel Ali School will be liable for the whole amount of the relevant claim(s). In order to make a claim under the agreement with respect to any liability, Taaleem Management LLC will be required to provide written notice to Jebel Ali School of the relevant liability prior to the expiry of a twelve month period commencing from the date of completion of the purchase. The maximum aggregate liability of Jebel Ali School for any claim under the agreement will not exceed 30% of the purchase price.

#### **Property Sale and Purchase Agreement with Emirates REIT (CEIC) PLC**

On 26 May 2022, Taaleem Holdings P.S.C signed an agreement with Emirates REIT (CEIC) PLC whereby Taaleem Holdings P.S.C. will purchase from Emirates REIT (CEIC) PLC, the freehold title to the plot of land located in Al Hebiah Third, Dubai, United Arab Emirates, on which Jebel Ali School is currently situated. Under the agreement, Taaleem Holdings P.S.C will procure the payment to Emirates REIT (CEIC) PLC of: (a) a property purchase price to the amount of AED 185,500,000 (plus VAT of AED 9,275,000); and (b) an initial partial settlement amount of AED 14,500,000. On 26 May 2022, the transfer of the freehold title was effected following (i) the payment by Taaleem Holdings P.S.C of the property purchase amount to Emirates REIT (CEIC) PLC; and (ii) the satisfaction by Taaleem Holdings P.S.C of the relevant conditions precedents relating to the purchase. Moreover, Taaleem Holdings P.S.C will procure the payment of the remaining settlement amount of AED 33,500,000 to Emirates REIT (CEIC) PLC on the first anniversary of the transfer date.

In the event that Taaleem Holdings P.S.C fails to pay the remaining settlement amount on the first anniversary of the transfer date: (i) Taaleem Holdings P.S.C will be liable to pay a penalty of AED 10,000 per day from the eighth to the tenth day following such default, rising to AED 50,000 per day for any subsequent days until full payment has been made; and (ii) Taaleem Holdings P.S.C will be liable to compensate Emirates REIT (CEIC) PLC for any losses incurred as a result of such failure to pay.

#### **Construction agreement with Al Hikma Building Contracting L.L.C.**

On 17 October 2019, Taaleem LLC entered into a contract agreement with Al Hikma Building Contracting L.L.C. (“**Al Hikma**”) for the construction and completion of the proposed Raha International School Khalifa-A, in Abu Dhabi. Under the agreement, Taaleem LLC paid a lump sum amount of AED 164,249,470.00 to Al Hikma and Al Hikma undertook to complete constructions works for the proposed school and to remedy any defects relating to such

construction works. Phase 1 of the construction works was contracted to be finalised 180 calendar days from the commencement date, whilst other works not within Phase 1 was contracted to be finalised 425 calendar days from the commencement date. Under the terms of the agreement, Al Hikma was required to complete the constructions works for each phase in accordance with the contracted timings or it would be obliged to pay damages for the delay to Taaleem LLC, in addition to indemnifying Taaleem LLC for any costs resulting from such delay. Al Hikma was required to pay a settlement of AED 700,000 to Taaleem LLC for the delays and other cost resulting from the delays. Moreover, under the agreement, Al Hikma was obliged to provide performance security amounting to 10% of the contract amount to Taaleem LLC in the form of a bank guarantee issued by a bank located in Abu Dhabi. On 30 August 2020, constructions works for Phase 1 of the school, which comprised the school building for early years students was completed, whilst the construction works for Phase 2, comprising the school building for students up to grade eight completed on 5 September 2021. The final payment by Taaleem LLC to Al Hikma for construction services under the agreement was made on 15 July 2022. As at the date of this Prospectus, Taaleem LLC owes an additional amount of AED 257,902.38 to Al Hikma for the installation of a solar system, the final payment of which is expected to be issued by December 2022.

#### **Scholarship Programme Agreement with the Knowledge & Human Development Authority and the Knowledge Fund Establishment**

On 26 November 2018, Taaleem LLC signed a scholarship programme agreement with the Knowledge and Human Development Authority (“KHDA”) and the Knowledge Fund Establishment (“KFE”) for the establishment of a scholarship programme targeted at Emirati students. In connection with the scholarship programme, Taaleem LLC entered into a grant agreement with KFE on 26 November 2018, whereby Taaleem LLC agreed to contribute 50% of the tuition fees for students eligible to participate in the scholarship programme, whilst the remaining 50% will be funded by KFE. Under the scholarship programme agreement, Taaleem LLC will be responsible for governing the final admission and approval of scholarship students to the programme, whilst the initial selection of students eligible for the programme will be conducted by KHDA. The grant is only valid in relation to the tuition fees and neither Taaleem LLC, KHDA or KFE will be responsible for incurring any additional costs, including in relation to any transportation, book, meal, uniform or extracurricular activity costs for the scholarship students. Taaleem LLC is able to terminate the agreement for any reason by providing at least one full academic year’s written notice to the other parties to the agreement. KHDA and KFE may terminate the agreement for any reason by providing Taaleem LLC with 30 days’ written notice after the end of the relevant academic year. All parties agree that in the event of the termination of the scholarship agreement or the grant agreement, the agreements and the relevant grants provided thereunder will still apply for the benefit of the existing scholarship students for up to two academic years from the effective termination date until the students graduate from the relevant school.

#### **Certain financing arrangements of the Group as at 31 August 2022**

##### **Facility agreement with Emirates Islamic Bank PJSC (“EIB”)**

###### *Overview*

The Company entered into a facility agreement with EIB (the “**Original Facility**”). The Original Facility has been subsequently amended by several amendment letters between EIB and each of the Company, Taaleem LLC and Taaleem Management LLC (the “**Customers**”) dated 16 March 2020, 19 July 2020, 27 April 2021, 22 March 2022 and 18 May 2022, respectively (“the **Amendment Letters**”) (the Original Facility and the Amendment Letters, together, the “**EIB Facility**”). Each of the Amendment Letters grants additional facilities to the Customers and as such, the EIB Facility provides for the Ijara I Facility, Ijara II Facility, the ICD Facility and the Ijara III Facility, in each case as defined below. Set out below are details of facilities currently available to the Company pursuant to the EIB Facility.

**Ijara I facility – provided pursuant to amendment letters dated 16 March 2020 and 22 March 2022**

Taaleem Management LLC may utilise an Ijara facility (the “**Ijara I Facility**”) granted to the Taaleem Management LLC for an amount of up to AED 49,642,857.20 (of which AED 44,678,570 has been utilised, excluding the accrued profit), with a final maturity date of 28 February 2027. The variable rent rate in respect of this facility is the applicable EIBOR (minimum three months) plus 1.85% per annum. The Ijara I Facility is amortising with the principal and profit required to be paid in quarterly instalments.

*Purpose*

The purpose of the Ijara II Facility is to finance the purchase of the common share in the following properties in the United Arab Emirates:

- a) Plot no. 91, Al Hebiah Second, Dubai (Dubai Studio City Building);
- b) Plot no. 382 (251-4293), Mirdif, Dubai (Uptown International School);
- c) Plot no. 598-249, Dubai Investment Park, Dubai (Greenfield International School); and
- d) Plot no. 394-4046 located in the Emaar Community (Dubai British School, Emirates Hills).

**Ijara II facility – provided pursuant to amendment letters dated 16 March 2020 and 22 March 2022**

The Company may utilise an Ijara facility (the “**Ijara II Facility**”) granted to the Company for an amount of up to AED 135,625,000 (of which AED 126,875,318 has been utilised, excluding the accrued profit), with a final maturity date of 30 November 2029. The variable rent rate in respect of this facility is the applicable EIBOR (minimum three months) plus 1.85% per annum. The Ijara II Facility is amortising with the principal and profit required to be paid in quarterly instalments. Principal payments under this facility are deferred for two years from its establishment date.

*Purpose*

The purpose of the Ijara II Facility is to:



e) finance the purchase of the following plots of land in the United Arab Emirates:

- Plot no. 91, Al Hebiah Second, Dubai (Dubai Studio City Building);
- Plot no. 382 (251-4293), Mirdif, Dubai (Uptown International School);
- Plot no. 598-249, Dubai Investment Park, Dubai (Greenfield International School); and
- Plot no. 394-4046 located in the Emaar Community (Dubai British School, Emirates Hills); and

f) finance dividends/ re-capitalisation of investment (excluding acquisition) and any general corporate expenses within the group.

#### **Islamic Covered Drawing Facility dated 19 July 2020 and 22 March 2022**

The Company may also utilise a murabaha facility (the “**ICD Facility**”) for an amount of up to AED 44,360,000, with a tenor of one year. The profit rate is the applicable EIBOR (minimum 1 month) plus 1.75% per annum. The profit payments are paid on a monthly basis.

##### *Purpose*

The purpose of the ICD Facility is to meet cash flow and working capital requirements of the Company. Amounts available to be utilised under this facility can be utilised by the Company by way of a guarantee. The Company has utilised the facility via advance payment guarantees issued in favour of the Company.

#### **Ijara III facility – provided pursuant to an amendment letter dated 18 May 2022 (the “May 2022 Amendment Letter”)**

The Company may utilise an Ijara facility (the “**Ijara III Facility**”). The Ijara III facility has been granted to the Company for an amount of up to AED 187,000,000 (of which AED 160,000,000 has been utilised, excluding the accrued profit), with a tenor of ten (10) years. The variable rent rate in respect of this facility is the applicable EIBOR (minimum three months) plus 1.85% per annum. The Ijara III Facility is amortising with the principal and profit required to be paid in quarterly instalments. Principal payments under this facility are deferred for two years from its establishment.

##### *Purpose*

The purpose of the Ijara III Facility is to:

- a) refinance the Bridge Murabaha Facility (as such term is defined below) in an amount of up to AED 160,000,000 (See “*Murabaha facility provided pursuant to a master murabaha agreement and further referred to in the May 2022 Amendment Letter*” below for further details of the Bridge Murabaha Facility); and

- b) pay the balance of the purchase price amount under the sale and purchase agreement in respect of the acquisition of the Jebel Ali School located at plot number 3923 (676-2451), Al Hebiah Third, Dubai (the “**Jebel Ali School**”).

The Company has entered into a lease agreement in respect of the Ijara III Facility (the “**Lease Agreement**”). The Lease Agreement provides that any delay on payments to EIB will result in an additional amount payable for each overdue instalment (the “**Late Payment Donation Amount**”).

**Murabaha facility provided pursuant to a master murabaha agreement and further referred to in the May 2022 Amendment Letter**

The Company entered into a master murabaha agreement dated 28 March 2022 and referred to in the May 2022 Amendment Letter between the Company and Emirates Islamic Bank PJSC (the “**Bridge Murabaha Facility**”) for an amount of up to AED 160,000,000. The tenor of the facility was three months and the facility has been fully utilized and paid by the Company.

*Purpose*

The Bridge Murabaha Facility was provided as bridge facility by EIB to the Company for the purpose of financing up to 80% of the upfront payment to acquire the Jebel Ali School.

**Financial Covenants under the EIB Facility**

The Company is subject to the following financial covenants under the EIB Facility in respect of any relevant testing period (for the purposes of testing financial covenants, the relevant testing period shall be semi-annually and the financial covenants shall be tested by reference to the latest audited financial statements (full year and half year) of the relevant member of the Group):

- EBITDA to Debt Service shall not be less than 1.4x (“**DSCR**”);
- Total Gross Debt to Tangible Net Worth must not at any time exceed 1x;
- Net Debt to EBITDA shall not exceed 4x;

in each case, by reference to the consolidated audited financials of the Group; and

- the Finance to Value of all mortgaged properties with EIB (by reference to the market valuation) shall not exceed 60%.

For the purposes of the above described financial covenants:

- “**Borrowings/Financings**” means any Indebtedness of Customer for or in respect of: (i) borrowing/ financings or raising money or finance cost in respect of that financings, including any premium and any capitalised interest on that money; (ii) any bond, note, loan stock, debenture, commercial paper or similar instrument; (iii) any acceptance credit facility or dematerialised equivalent or bill- discounting, note purchase or documentary credit facilities; (iv) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to Customer

in the event of non-payment of such receivables or financial assets when due; (v) any deferred payments for assets or services acquired, other than trade credit that is given in the ordinary course of trade and which does not involve any deferred payment of any amount for more than 60 days; (vi) any rental or hire charges under any Finance Leases (whether for land, machinery, equipment or otherwise); (vii) any counter-indemnity obligation in respect of any guarantee, bond, standby letter of credit or other instrument issued by a third party in connection with the a member of the Customer's performance of a contract; (viii) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on a Customer's balance sheet because they are contingent, conditional or otherwise); (ix) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); and (x) any guarantee, counter-indemnity or other assurance against financial loss that a Customer has given for any Indebtedness of the type referred to in paragraphs (i) to (ix) of this definition incurred by any person.

- **“Debt Service”** means the aggregate of (i) Finance Charges for the relevant testing period; and (ii) all scheduled and mandatory repayments of Borrowings/Financings falling due and any voluntary prepayments made during that relevant testing period.
- **“EBITDA”** means, in respect of any relevant testing period, the consolidated operating profit of (the Group) before taxation (excluding the results from discontinued operations) and (i) before deducting any interest/profit, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments whether paid, payable or capitalised by any member of the Group (calculated on a consolidated basis) in respect of that relevant testing period;(ii) not including any accrued interest/profit owing to any member of (the Group); (iii) after adding back any amount attributable to the amortization or depreciation or impairment of assets of members of the Group (and taking no account of the reversal of any previous impairment charge made in that relevant testing period); (iv) before taking into account any exceptional items; (v) after deducting the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests; (vi) before taking into account any unrealised gains or losses on any derivative instrument (other than any derivative instrument which is accounted for on a hedge accounting basis); (vii) before taking into account any gain or loss arising from an upward or downward revaluation of any other asset at any time after the EIB Facility; and (viii) excluding the charge to profit represented by the expensing of stock options, in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining operating profits of the Group before taxation.
- **“Finance Charges”** means, for any relevant testing period, the aggregate amount of the accrued interest/profit, commission, fees, discounts, prepayment fees, premiums



or charges and other finance payments in respect of Borrowings / Financings paid or payable by any member of the Group (calculated on a consolidated basis) in cash or capitalised in respect of that relevant testing period.

- **“Finance to Value”** means at any time, in relation to any assets over which Security has been granted (including shares which EIB or the approved broker has custody of), the ratio of (a) the aggregate amount of Outstanding Liabilities secured by those assets; to (b) the aggregate market value of those assets.
- **“Group”** means Taaleem Holdings, Taaleem LLC and Taaleem Management LLC.
- **“Indebtedness”** means the obligation of a member of the Group for the payment of any sum of money due or payable to any party.
- **“Net Debt to EBITDA”** means the ratio of Borrowings/Financings to EBITDA.
- **“Tangible Net Worth”** means the aggregate amount of capital, retained profits, reserves and debt (if subordinated in a manner satisfactory to EIB) less the aggregate of all revaluation reserves, intangible assets, investments in associates, loans/Financings to directors or shareholders and non-trade related dues from associates.
- **“Total Gross Debt”** means, at any time, the aggregate amount of all obligations of members of the Group for or in respect of Borrowings/ Financings at that time.

Pursuant to the general terms and conditions governing the EIB Facility (the ‘**General Terms and Conditions**’), EIB may amend or reduce the Finance to Value ratio (the “**Finance to Value Ratio**”) or total exposure limits without the written consent of the Company. EIB is obliged to notify the Company promptly following such amendment or reduction (but shall have no liability to the Company for any such action). The Finance to Value Ratio in the General Terms and Conditions differs from the definitions used in the EIB Facilities. The Finance to Value Ratio as defined in the General Terms and Conditions relates to the ratio of the aggregate amount of outstanding liabilities to the aggregate market value of the assets over which security has been granted (whereas the “finance to value ratio” in the EIB Facilities is applied only with respect to the *mortgaged properties*).

Other covenants under the EIB Facility include:

- to provide financials audited by auditors acceptable to EIB on an annual basis within 120 days of each financial year and in-house financials on a half yearly basis within 60 days of each half year end;
- routing all cash flows from EIB’s approved schools covering a minimum of DSCR of 1.4x through accounts held with EIB;

- restriction on incurring additional facilities from any bank or financial institution by any of the subsidiaries / group entities of the Company with the consent of EIB;
- restriction on changes to its senior management in terms of personnel or structure without the prior written consent of EIB. The General Terms and Conditions further provide that the Company shall notify EIB in writing and within seven (7) working days in case of any change in the firm / company management;
- written notification requirement on the change of firm / company management;
- restriction on the use of the proceeds pursuant to the ICD Facility to pay dividends without prior written consent of EIB;
- right of first refusal granted to EIB in respect of any transaction banking products including cash management / deposits and any facilities obtained by any group entity and PSR Limits and notification in writing must be provided to EIB within 30 days of the Company obtaining any finance or borrowing from any other bank or financial institution;
- in the event that the Company or any group entities obtain facilities from any other bank – all leasehold assignments granted in favour of EIB are to be registered with the relevant UAE land department (in favour of EIB);
- undertaking by the Company to provide additional security at the request and to the satisfaction of EIB, if in the opinion of EIB, any of the security in place is inadequate and/ or not duly perfected, the finance to value ratio requirements set out under the EIB Facility are not maintained, the security margins are not maintained or the assets underlying such securities have depreciated or are subject to sale, seizure or otherwise;
- undertaking to provide EIB at least once in every two years or at any time required by EIB, valuation reports on the securities (or such security as EIB may require) from a valuation company/ authority approved by the EIB
- restriction on the ability to merge or amalgamate with another entity without the prior written consent of EIB;
- requirement to keep EIB informed regarding any change to the legal status, financial and business affairs of the Company;
- restriction on the ability to acquire a company or any shares or securities or a business or undertaking or incorporate a company other than a Permitted Acquisition;

- restriction on the ability to enter into a single transaction or series of transactions whether voluntary or involuntary to sell, transfer or otherwise dispose of any of its assets other than Permitted Disposal;
- restriction on the ability to incur any indebtedness other than Permitted Indebtedness; and
- restriction on the ability to create or subsist any security interest or other encumbrance over any of its assets other than Permitted Security.

#### *Other terms*

Pursuant to the General Terms and Conditions, the Company agrees the following terms:

- a) that all fees, commissions and expenses applicable to the EIB Facility shall be based on a schedule of charges (the “**Schedule of Charges**”). The Company further acknowledges and agrees that EIB may revise the Schedule of Charges at any time and apply revised tariffs at its sole discretion without the consent of the Company; and
- b) the Late Payment Donation Amount is calculated at the rate of two per cent per annum on the overdue amount for the number of days such amount remains overdue.

#### *Change of Control*

The Amendment Letter dated 16 March 2020 provides that EIB’s consent is required to be obtained in the case of any change in ownership. Pursuant to the General Terms and Conditions, the Company further:

- a) represents that it is legally and beneficially owned by its owner/ shareholders and shall not as long as the EIB Facility remains outstanding, change its ownership or corporate structure without the written consent of EIB; and
- b) undertakes not to change its legal or corporate structure without the prior written consent of EIB.

The General Terms and Conditions notes that any change of control of the Company that is not permitted under the EIB Facility will result in an Event of Default.

#### *Corporate Guarantees*

The Company guarantees all facilities issued by EIB to its subsidiaries, Taaleem Management LLC and Taaleem LLC pursuant to corporate guarantees entered into by the Company on 17 December 2019 and 28 March 2020. Certain subsidiaries of the Company have issued corporate guarantees to secure the Company’s obligations under the facilities granted to the Company by EIB.

#### *Security*

The following security has been granted by the Company to secure the facilities provided by EIB:

1. Movable Asset Security Agreements;
2. First Ranking Legal Mortgage over Plot No. 382 (251-4293), Mirdif, Dubai (Uptown International School) for AED 100 million;
3. Mortgage Contract dated 22 March 2022 between the Company and EIB in respect of the property with Plot No 3923, Al Hebiah Third, Dubai – Jebel Ali School (securing a mortgage value of AED 205,700,000);
4. The following assignment of insurance agreements:
  - a. assignment of comprehensive property all risk insurance over the mortgaged properties (with Emirates Islamic Bank PJSC being the first loss payee), covering in a minimum the mortgage amounts;
  - b. assignment of comprehensive Property all risk insurance over leasehold property (with Emirates Islamic Bank PJSC being the first loss payee), covering in a minimum of valuation amount;
  - c. assignment of comprehensive property all risk insurance over Raha International School. – Khalifa Campus, Abu Dhabi covering a minimum of valuation amount;
  - d. assignment of Insurance over Building for Uptown Mirdif School at Plot No. 382 (251-4293), Mirdif, Dubai in favour of the Bank;
  - e. assignment of Insurance over the Building at Dubai British School Plot No. 394-4046 located in the Emaar Community of the Town Center covering mortgage value;
  - f. assignment of Insurance over the Building at Greenfields International School Plot No. 598-249598-249, Dubai Investment Park, Dubai in favour of EIB;
  - g. assignment of Insurance over Property at Plot No. 91, Al Hebiah Second, Dubai in favour of EIB;
  - h. assignment of Insurance over Raha International School 2 Abu Dhabi covering the Ijara (II) Facility, in favour of EIB by January 2021 and in an amount acceptable to the Bank;
5. Assignment of receivables, cash flows, school fees from all schools under Taaleem Holding PSC group entities in favour of EIB;
6. Assignment of Receivables dated 25 March 2022 between the Company and EIB: this security is an assignment of the Company's rights in and under the receivables,

which includes existing and future receivables, cash flows, school fees from EIB's approved schools, covering a minimum of DSCR of 1.4x of the overall facility (the "**Assignment of Receivables**"):

- a. Dubai British School with trade license no. 575668;
  - b. Uptown International School with trade license no. 124760;
  - c. Greenfield International School with trade license no. 604404;
  - d. American Academy for Girls with trade license no. 575008;
  - e. Jumeirah Baccalaureate School with trade license no. 639896;
  - f. Raha International School Khalifa – with trade license no. CN-2797497;
  - g. Jebel Ali School (under formation);
7. Assignment of Receivables dated 25 March 2022 between the Company and EIB: this security is an assignment of the Company's rights in and under the receivables listed out in paragraph 6 above and an 'assignment of existing and future cash flows under POA/ Wakala Contract between Taaleem Holding PSC and Taaleem SPV Ltd (or any other entity which holds assets financed by EIB)';
8. The following additional security referred to in the Emirates Integrated Registries Collateral Search of the Company:
- a. cross collateralisation of all the existing and future securities including mortgage properties covering all facilities of Taaleem LLC, Taaleem Management LLC and Taaleem Holding PSC;
  - b. all existing and future balance held in all bank accounts with EIB;
  - c. assignment of all existing and future receivables of the customers in favour of EIB;
  - d. assignment of existing and future receivables, cash flows & school fees from Raha International School -2 Abu Dhabi covering the Ijara Facility in favour of EIB;
  - e. assignment of all receivables, cash flows and school fees from Raha International School 2 Abu Dhabi covering the Ijara II Facility in favour of the Bank by Jan 2021; and
9. Account Pledge Agreement dated 28 March 2022 between the Company and EIB: this security is a pledge over the Company's Accounts and Deposits maintained with a third party and EIB.

## Hedging

The EIB Facility provides that treasury arrangements (including profit swap arrangements for actual trade related import transactions, not speculative trades, with a maximum tenor to be agreed) shall at the sole and absolute discretion of EIB be made available to the Company (subject to the execution of the necessary documents). There are no hedging arrangements in place in respect of the EIB Facility.

### Certain lease arrangements of the Group as at 31 August 2022:

The Group is party to six lease agreements and one Musataha agreement, summarized in the below table:

(1)	School	Landlord	Tenant	Term and Renewal	Termination	Assignment/Change of Control	Annual Rental Value
(2)	Lease Agreements						
1.	American Academy for Girls (Dubai)	Ms. Alanood Abdulrahman Alwarsho	Taaleem Management LLC (formerly Beacon Management LLC)	Twenty years commencing on the first day of the academic year 2005 or 2006  Tenant may renew the agreement for an additional period of ten years, if the parties wish to further renew, a new lease will be signed.	The contract is considered null and void in the event the tenant: (i) does not proceed with constructions within 3 months from receiving the permit; (ii) any cheque issued by the tenant is returned and not subsequently paid within thirty days	Assignment:  - Neither party shall assign its rights or obligations under the agreement without the written approval of the other party.  - The tenant may not sell, mortgage or assign the plot, school or facilities but the tenant may sublease with the prior written approval of the landlord	Third academic year: 2.5 per ft <sup>2</sup>  Annual rent shall be increased by 2.5% over the previous year starting the fourth year as long as it does not exceed AED 3.5 per ft <sup>2</sup>  Current rent: AED 454,010 per annum
2.	Jumeirah Baccaalaureate School (Dubai)	Wasi Properties LLC	Taaleem PJSC and Taaleem Management LLC	Twenty years commencing on 1 September 2010, renewable by mutual consent of both parties at least three hundred and sixty days before the expiry date.	Landlord may terminate upon notice to the tenant for breach (non-payment, breach of obligations under the lease, bankruptcy, liquidation, abandonment of premises, assignment without consent)	Assignment: Tenant may not assign without prior written consent of the landlord (changing the status of the tenant form a private joint stock company to a public joint stock company will not be considered an assignment)	Current rent: AED 13 million
3.	Raha International School Gardens Campus (Khalifa City, Abu Dhabi)	Al Raha Gardens Property LLC	Taaleem LLC (formerly Taaleem PSC)	Fifty years commencing on the date on which the landlord provided the primary infrastructure.	- Landlord may automatically terminate the agreement for breach by the tenant (due payments unpaid for 30 days, material breach of obligations with failure to cure, bankruptcy, liquidation, material change to permitted business, use of property, abandonment of premises)  - Tenant may terminate for convenience upon 24	Assignment:  - The tenant has no right to assign the lease whatsoever  - The Landlord has the right to assign or transfer whole or part of the lease without the tenant's consent	Sixth to tenth lease year: AED 3 per ft <sup>2</sup> subject to increase as per lease schedule  Eleventh to fifteenth lease year: AED 4 per ft <sup>2</sup>  Current rent: the higher of (i) a fixed rent of AED 1.7 million per annum or 9.75% of adjusted EBITDA as profit share

					months prior written notice		
4.	Greenfield International School (Dubai Investment Park)	Dubai Investment Park Development Company LLC	Taaleem management LLC (Beacon Management LLC)	Thirty years commencing on January 1 2005	<ul style="list-style-type: none"> <li>- The landlord may terminate upon 6 months prior written notice for breach by tenant (assignment, non-payment, liquidation, breach of any other obligations under the lease)</li> <li>- Tenant may terminate upon twelve months prior written notice for convenience</li> </ul>	<p>Assignment:</p> <ul style="list-style-type: none"> <li>- The landlord may assign the lease.</li> <li>- The tenant may assign with the landlord's consent to assignment by security to a bank or financial institution providing finance to the tenant for construction or development of the premises.</li> </ul>	<p>2 AED per ft</p> <p>Current rent: AED 1.3 million per annum with a scaled increase of 15% every 5 years</p>
5.	DBS Jumeirah	Knowledge Fund establishment	Taaleem Management LLC	Thirty years from the effective date of January 17, 2022	<ul style="list-style-type: none"> <li>- The tenant may terminate any time between the effective and construction start date by giving one month prior written notice to the landlord</li> <li>- The Landlord may at any time during the term immediately terminate the lease by provide thirty days written notice in the event of tenant's breach (non-payment of due amounts thirty days after due date, change of control or assignment without consent)</li> </ul>	<ul style="list-style-type: none"> <li>- Assignment: tenant may not assign subcontract or sublease under the lease without the prior written consent of the landlord which may be granted or withheld at the landlord's absolute discretion</li> <li>- Change of control: tenant may not enter into any transaction, which will result in change of control or transfer of its shareholding or ownership without prior written consent of the landlord, which may be granted or withheld at the landlord's absolute discretion.</li> </ul> <p>Change of control in the agreement is defined as (i) an acquisition of 10% or more of the shares of the tenant or (ii) a sale of all or substantially all of the assets of the tenant, so long as the shareholder if record will hold less than 90% of the shares of the surviving or acquiring entity.</p>	<p>AED 3.1 million starting year three until year six to be then increased in accordance with schedule 1 in the lease.</p>



						If the landlord gives its consent, the landlord may at its absolute discretion: (i) charge the tenant a one off fee equal up to a maximum of 20% of the annual rent at that time or; (ii) a one off fee equal or up to the maximum of 5% of the transaction value underlying the change of control or assignment or novation.	
6.	TCGB (Al Barsha 2, Dubai)	Knowledge Fund Establishment	Taaleem PJSC and Taaleem Management LLC	<p>Thirty years commencing on 1 September 2011.</p> <p>The tenant has a right of automatic renewal every three years up to a total period of 30 years provided that the tenant has made all due payments and is not in breach of the lease</p>	The landlord may terminate upon 90 days' notice for breach by the tenant (if any sum due is unpaid for 30 days, bankruptcy, the tenant assigns the property, the property is abandoned, the tenant defaults on any other obligation in the lease)	The tenant may not assign, or transfer the lease without the prior written consent of the landlord.	<p>Base rent: AED 295,509.00 subject to increase as per schedule B of the lease.</p> <p>Current rent: AED 368,386 per annum</p>
<b>(3) Musataha Agreement</b>							
7.	Raha International School Khalifa (Khalifa City Abu Dhabi)	Government of Abu Dhabi represented by the department of Urban Planning and Municipalities (as Owner)	Raha International School Khalifa-a (as Musataha Right holder)	<p>Thirty years commencing on 15 of May 2019</p> <p>Musataha right holder shall notify the owner in writing of its desire to renew or not to renew six months prior to the end of the term</p>	The owner may terminate the agreement automatically if the Musataha holder is in breach (non-payment of due amounts sixty days after due date, bankruptcy).	The Musataha right holder shall have the right to assign the right of Musataha to third parties as long as the assignee is a citizen.	AED 0.75 per ft <sup>2</sup> , a total of AED 282,830

### Description of the Company's Loans and Banking Facilities

Please see "Certain financing arrangements of the Group as at 31 August 2022" section found above.

### Financial Statements of the Company

Please refer to the Company's disclosure on the website of Dubai Financial Market in relation to the Financial Statements for the years ended 31 August 2020, 2021 and 2022.

### Actual or Potential Legal Actions, Claims or Disputes Against the Company

There are no outstanding material governmental, legal or arbitration proceedings, litigation, or disputes against or with the Company (including any such proceedings or disputes which are pending or threatened or of which we are aware).

### Description of Any Bankruptcy or Inability to Pay Debts in the Last Two Years Preceding the Listing Application Date

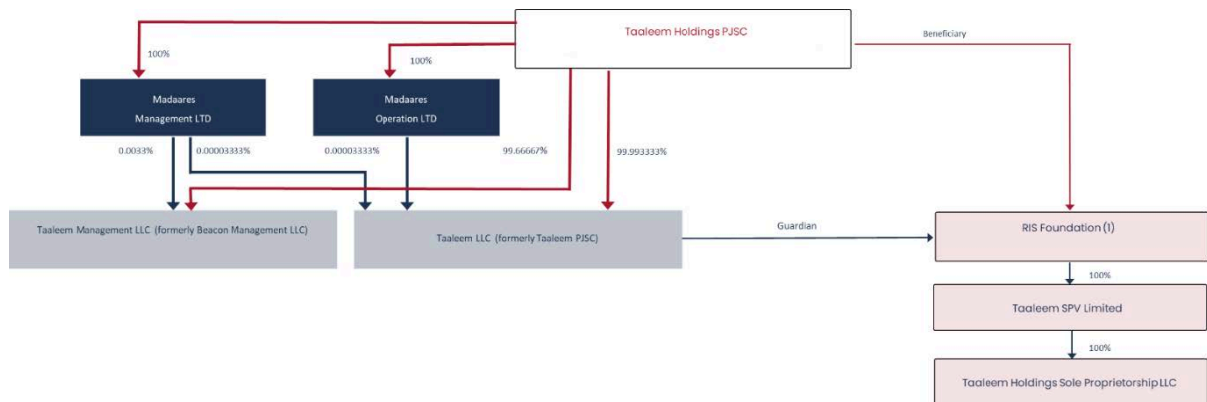


Not applicable.

**Annex (1) – Details of the Company’s investments in its subsidiaries**

<b>Name</b>	<b>Country of incorporation and registered office</b>	<b>Percentage of beneficial interest held by the Company</b>
Taaleem LLC	Dubai, UAE	100%
Taaleem Management LLC	Dubai, UAE	100%
Taaleem SPV Limited	ADGM, UAE	100%
Taaleem Holdings Sole Proprietorship LLC	Abu Dhabi, UAE	100%
Madaares Management Limited	Jebel Ali Free zone, Dubai, UAE	100%
Madaares Operations Limited	Jebel Ali Free zone, Dubai, UAE	100%

## Annex (2) - Group Structure Chart



(1) RIS Foundation set up process is complete, while the share transfer by Adel Al Zarouni and Abdulla Al Mazrui to RIS Foundation is still in process.