

STRICTLY PRIVATE AND CONFIDENTIAL

IHC Industrial Holding LLC (“IHC”)

13, Al Halawi St
Al Muntazah
P.O Box 32619
Abu Dhabi, UAE

Tasheel Holding Group LLC (“Tasheel”)

Tasheel Commercial Plaza
Suwaid Bin Sakher St,
Al Mohammadiyah District 1
Jeddah, KSA

(IHC, together with Tasheel, the “**Consortium**” or “**you**”)

For the attention of Bob Morris as adviser to the Consortium.

10 August 2021

Dear Sirs

We understand that the Consortium (as defined in paragraph 1 of this letter), has expressed an interest in making an offer to acquire the entire issued and to be issued share capital of Arena Events Group plc. In consideration of us making available to you and your advisers certain Confidential Information (as defined in paragraph 1 of this letter), you hereby agree with and acknowledge and undertake to us on the terms set out in this letter.

1. INTERPRETATION

1.1 In this letter:-

- | | |
|-----------------------------------|--|
| "acting in concert" | means actively co-operating pursuant to an agreement or understanding (whether formal or informal) in the acquisition (directly or indirectly) of securities of the Company to obtain or consolidate control of the Company (control having the meaning given to it by the Code) |
| "Agents" | means directors, officers, employees, agents, partners, professional advisers, potential providers of finance (and their advisers) and contractors |
| "Code" | means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel |
| "Company" | means Arena Events Group plc |
| "Connected Persons" | means, in relation to any person, the members of its Group and its and their respective Agents |
| "Confidential Information" | means:-

(a) all Information relating directly or indirectly to the Proposal (including the existence of the Proposal and this letter and of the discussions and |

negotiations between the parties (or in each case their Connected Persons) and the willingness of each of the parties to enter into such discussions and negotiations with each other or any other party in connection with the Proposal and each party's prospective interest in the Proposal and/or the transaction contemplated by the Proposal) and

- (b) all Information relating to any member of the Company's Group including, without limitation, Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of any member of that Group

in each case which is disclosed in connection with the Proposal by or on behalf of the Company or any member of the Company's Group on or after the date of this letter and includes all copies of any such Information and Information prepared by any member of the Consortium or any of their Connected Persons which contains or otherwise reflects or is generated from such Information but excluding:-

- (i) all Information that is in, or has entered, the public domain otherwise than (a) as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter or (b) which any member of the Consortium knows to have been disclosed in breach of any duty of confidentiality owed to the Company or any of member of the Company's Group and
- (ii) all Information that a member of the Consortium can show by its written records was properly and lawfully in its or its Connected Person's possession prior to the time that it was disclosed by or acquired from the Company and provided that such Information is not known by a member of the Consortium to be subject to any other duty of confidentiality owed to the Company or any of its Connected Persons and
- (iii) any information which the Company agrees in writing is not confidential

Consortium"	means each of: (i) IHC Industrial Holding LLC and any member of its Group; (ii) Tasheel Holding Group LLC and any member of its Group and (iii) any newly incorporated company or any such other vehicle, used by any member of the Consortium, or incorporated by any member of the Consortium, as the case may be, for the purposes of carrying out the Proposal, such newly incorporated Company or vehicle shall be known as "Bidco", and the term "member of the Consortium" shall be construed accordingly
"Data Incident"	has the meaning given in paragraph 6.1.2
"Data Protection Law"	has the meaning given in paragraph 6.1
"DPA 2018"	means the Data Protection Act 2018
"GDPR"	means the UK version of the General Data Protection Regulation (EU) 2016/67 which forms part of UK law by virtue of the European Union (Withdrawal) Act 2018
"Group"	means, in respect of any person, its group undertakings from time to time (group undertakings having the meaning ascribed to it in section 1161 of the Companies Act 2006);
"Information"	means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including CD ROM, magnetic and digital form
"Panel"	means the Panel on Takeovers and Mergers
"person"	includes a reference to an individual, a body corporate, government body, association or partnership
"Personal Data"	has the meaning given to it in the DPA 2018
"Proposal"	means the acquisition of the entire issued and to be issued share capital of the Company
"securities"	means any shares or security in the capital of the relevant company, any option to acquire any such share or security and any derivative relating to, or any rights in respect of, any such share or securities
"Senior Leadership Team"	means the board of directors of the Company, the chief executive officer of the Company, the direct reports to the chief executive officer or to any other director of the Company and the direct reports to those direct reports
"Service Documents"	means any claim form, notice, order, judgment or other court document issued by the courts of England and Wales, or any other document relating to or in connection with proceedings in the courts of England and Wales."
"Unauthorised Use"	has the meaning given in paragraph 6.1.2

1.2 The obligations set out in this letter are given by each member of the Consortium in favour of the Company and each member of its Group.

2. **CONFIDENTIAL INFORMATION AND EXISTENCE OF THE PROPOSAL**

2.1 Subject to paragraph 3 each member of the Consortium will:-

2.1.1 treat and keep all Confidential Information as secret and confidential and will not, without the Company's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally) Confidential Information to any other person other than as provided in paragraph 3;

2.1.2 only use any Confidential Information for the sole purpose of considering, evaluating, advising on or furthering the Proposal and will not use it for any other purpose (including, but not limited to, any competitive or other commercial purpose);

2.1.3 ensure that the Confidential Information is protected with at least the same level of security measures and degree of care that would apply to its own confidential information and in any case no less than reasonable measures and a reasonable degree of care; and

2.1.4 not make, or permit or procure to be made, any copies in any form of the Confidential Information except (a) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter (b) as is strictly necessary in connection with the Proposal or (c) with the Company's prior written consent.

3. **EXCEPTIONS AND RESTRICTIONS**

3.1 The restrictions in paragraph 2.1 do not apply to the disclosure of Confidential Information:-

3.1.1 to the Connected Persons of the respective members of the Consortium who need to receive and consider Confidential Information for the purposes of the Proposal; or

3.1.2 which is required to be disclosed by law or by any court of competent jurisdiction, by the Code, or the rules of any applicable regulatory, governmental or supervisory organisation (but subject always to paragraph 5).

3.2 Each member of the Consortium will use all reasonable endeavours to ensure that where Personal Data is disclosed by a member of the Consortium pursuant to paragraph 3.1.1 of this letter, disclosure of Personal Data is limited to those persons who need access to the Personal Data to assess the Proposal and that access will only be granted to such part or parts of the Personal Data as is strictly necessary in relation to that person's particular duties in assessing the Proposal.

3.3 Each member of the Consortium will ensure that:-

3.3.1 each person to whom Confidential Information is disclosed in accordance with paragraph 3.1.1 is provided with a copy of this letter and observes its terms as if they were a party to the letter and had undertaken the same obligations as are undertaken by the members of the Consortium (save to the extent otherwise agreed by the Company in writing); and

3.3.2 each person granted access to Personal Data under paragraph 3.1.1 is aware of the respective member of the Consortium's duties and his, her or its duties under Data Protection Law and under this letter with respect to Personal Data.

3.4 The Consortium will maintain a list (or ensure a list is maintained) of the names of all persons who have received or who have been granted access to any Confidential Information from or by the Consortium, and will, promptly upon written request from the Company, supply a copy of such list to the Company.

4. **RECORDS AND RETURN OF CONFIDENTIAL INFORMATION**

4.1 Subject to paragraph 4.3, the Consortium will, upon demand by the Company:-

4.1.1 within ten days of such demand destroy all hard copy documents and all other materials which are in a form reasonably capable of being destroyed (including, without limitation, computer tapes and disks) containing or reflecting any Confidential Information and all copies thereof which have been made by or on behalf of any member of the Consortium or their Connected Persons (other than any copies which contain no Confidential Information other than information disclosed or required to be disclosed under paragraph 3.1.2); and

4.1.2 so far as is reasonably practicable (but without prejudice to the obligations of confidentiality contained in this letter), destroy and permanently erase, or procure the permanent erasing of, all electronic copies of any Confidential Information or of any electronic records containing or reflecting any Confidential Information (provided that each member of the Consortium and their Connected Persons may retain such Confidential Information as is contained in an electronic record created as part of automated business continuity procedures operated by or on its behalf, if (a) such record is stored electronically only for disaster recovery or similar operations, (b) other than for disaster recovery or similar operations, no attempt is made to recover the Confidential Information and (c) the Confidential Information will continue to be held subject to the terms of this letter).

4.2 In addition, upon complying with its obligations in paragraph 4.1, each member of the Consortium will within ten days confirm compliance in respect of itself to the Company if so requested by the Company in writing.

4.3 Notwithstanding the obligations in paragraph 4.1, each member of the Consortium will be entitled to retain such copies of such Information as is required to be retained by law or by any court of competent jurisdiction, by the Code, or the rules of any applicable regulatory, governmental or supervisory organisation, or required to be retained by a bona fide internal policy in force prior to the date of this letter, and such Information will continue to be held subject to the terms of this letter.

5. **ANNOUNCEMENTS AND DISCLOSURE**

5.1 Subject to paragraphs 5.2 and 5.3, and other than as provided in paragraph 3, the Consortium will not make, or permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of any Confidential Information, including its prospective interest in the Proposal and/or the transaction contemplated by the Proposal, without the prior written consent of the Company.

5.2 If any member of the Consortium becomes (or is aware that it will become) compelled by law, by any court of competent jurisdiction, by the Code, or the rules of any applicable regulatory, governmental or supervisory organisation to whose jurisdiction such

member of the Consortium is subject, to disclose any Confidential Information, such member of the Consortium will be permitted to make such disclosure provided that, where and to the extent reasonably practicable and permitted by law and regulation, it promptly notifies the Company so that the Company may seek any appropriate means to prevent or minimise that disclosure or may waive compliance with the provisions of this letter and the members of the Consortium will co-operate with the Company and take such steps as the Company may reasonably require for that purpose.

- 5.3 Where any member of the Consortium makes disclosure of Confidential Information under paragraph 5.2, the disclosure will (to the extent permitted by law and regulation) be made only after prompt consultation with the Company and (to the extent permitted by law and regulation) after taking into account its requirements as to the timing, content and manner of making such disclosure. Furthermore, such member of the Consortium will, to the extent reasonably practicable, disclose only that portion of the relevant Confidential Information which it reasonably considers it must by law or regulation be disclosed.
- 5.4 Where any member of the Consortium is prevented by applicable law or regulation from consulting with the Company before disclosure is made, such member of the Consortium will, to the extent permitted by law or regulation, inform the Company of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.
- 5.5 Each member of the Consortium will (to the extent permitted by law and regulation) promptly notify the Company of the full circumstances of any breach, or threatened breach, of this letter upon becoming aware of such breach or threatened breach.
- 5.6 Any notification required pursuant to this letter will be made promptly by telephone, or email, to the person whose contact details are set out at the end of this letter or to such other person or contact numbers as may be notified in writing from time to time.

6. **PERSONAL DATA**

- 6.1 Each member of the Consortium acknowledges that Confidential Information may include Personal Data, the handling or processing of which may be subject to the requirements of the GDPR and/or any implementing national legislation thereunder, including but not limited to the DPA 2018 (collectively "**Data Protection Law**"). Without limitation to any other term of this letter, in relation to Personal Data included within the Confidential Information, each member of the Consortium will (to the extent permitted by law or regulation):-
- 6.1.1 comply with all relevant provisions of Data Protection Law;
- 6.1.2 take appropriate technical and organisational measures to guard against (a) the unauthorised or unlawful disclosure or processing of the Personal Data ("**Unauthorised Use**"), and (b) the loss, misuse, corruption or destruction of, or damage to, the Personal Data (a "**Data Incident**");
- 6.1.3 promptly notify the Company on becoming aware of any Unauthorised Use or Data Incident;
- 6.1.4 promptly notify the Company on receipt of any communication (including without limitation from the Information Commissioner) which relates to the Personal Data;
- 6.1.5 promptly provide to the Company such co-operation, information and assistance as the Company may from time to time reasonably request to

enable it to comply with its obligations in relation to the Personal Data under Data Protection Law; and

6.1.6 only process Personal Data outside of the European Economic Area in accordance with Data Protection Law.

7. **STANDSTILL**

7.1 Subject to paragraph 7.4, each member of the Consortium severally agrees that, from the date of this letter until the date falling 6 months after the date of this letter, it will not (directly or indirectly) without the Company's prior written consent:-

7.1.1 acquire or offer to acquire or enter into any agreement, arrangement or understanding (conditionally or otherwise and whether legally binding or not) to acquire or offer to acquire any interest in any securities of the Company other than securities issued pursuant to any rights granted in relation to securities of the Company held by such person on the date of this letter;

7.1.2 enter into any agreement, arrangement or understanding (conditionally or otherwise and whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any securities of the Company;

7.1.3 enter into any agreement, arrangement, understanding or transaction or do or omit to do any act as a result of which a member of the Consortium will or may become obliged or required (whether under the Code or otherwise) to make any general offer or invitation to acquire any securities of the Company;

7.1.4 enter into any agreement, arrangement or understanding (conditionally or otherwise and whether legally binding or not) with any person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any securities of the Company; or

7.1.5 announce any proposal to do any of the matters referred to in paragraphs 7.1.1 to 7.1.3 above including, without limitation, any announcement of a firm intention to make an offer to acquire the Company in accordance with Rule 2.7 of the Code.

7.2 The obligations in paragraph 7.1 will not apply to any person who acquires or disposes of any interest in securities of the Company in the ordinary course of business of that person as a connected fund manager, principal trader, market-maker, broker or provider of trustee or nominee services where the decision to acquire or dispose is taken by an individual who (a) is not in possession of Confidential Information and (b) does not act on the instructions or for the benefit of any member of the Consortium.

7.3 If any member of the Consortium or any member of its Group acquires any interest in securities of the Company in breach of paragraph 7.1, then on request by the Company (and without prejudice to any other right of the Company under this letter) such member of the Consortium will (to the extent permitted by law or regulation) dispose of or procure the disposal of such interest within 30 days of that request.

7.4 (Subject always to compliance with the Code) nothing in this letter will prevent any member of the Consortium or any person acting in concert with any member of the Consortium from acquiring securities of the Company, or from making an announcement with the Company's prior written consent.

- 7.5 The obligations in paragraph 7.1 will cease to apply if, at any time:-
- 7.5.1 any member of the Consortium (or any person acting in concert with any member of the Consortium) makes, or announces under Rule 2.7 of the Code a firm intention to make, a general offer to acquire shares carrying over 50% of the voting rights (as defined in the Code) in the Company which has been recommended by the board of directors of the Company;
 - 7.5.2 a third party (not acting in concert with any member of the Consortium) makes, or announces under Rule 2.7 of the Code a firm intention to make, a general offer to acquire shares carrying over 50% of the voting rights (as defined in the Code) in the Company which has been recommended by the board of directors of the Company;
 - 7.5.3 a third party (not acting in concert with any member of the Consortium) or the Company makes an announcement under Rule 2.4 of the Code in relation to the Company;
 - 7.5.4 a third party (together with any person acting in concert with it) becomes interested in securities carrying 20% or more of the voting rights of the Company; or
 - 7.5.5 the Company or any member of the Company's Group enters into, or announces that it is proposing to enter into, a reverse takeover or "whitewash" proposal (each as referred to in the Code).

8. **APPROACHES**

- 8.1 Subject to paragraph 8.3, the Consortium will make contact in connection with the Proposal only with the board of directors of the Company, the chief executive officer of the Company and any other directors and employees of the Company or of its Connected Persons who may from time to time be notified by the Company or its Agents in writing.
- 8.2 Subject to paragraph 8.3, during the period of 12 months from the date of this letter no member of the Consortium will directly or indirectly solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any person who is, at any time during the negotiations regarding the Proposal, working for the Company or any member of its Group (whether as an employee or consultant or independent contractor) either as a member of the Senior Leadership Team or as a person directly engaged in the negotiations relating to the Proposal, whether or not that person would commit any breach of his or her contract by ceasing to work for the Company or for a member of its Group.
- 8.3 Nothing in paragraphs 8.1 or 8.2 will prevent:
- 8.3.1 any member of the Consortium from considering and accepting an application made by any such person in response to a recruitment advertisement published generally and not specifically directed at the employees of the Company or members of its Group or following an unsolicited approach by any such person, provided that no member of the Consortium encourages or advises such agency to approach any such person; or
 - 8.3.2 without prejudice to any obligations owed by any person to any member of the Company's Group, the solicitation, employment or engagement of any person after the relevant member of the Company's Group has terminated (or given notice of the termination of) such person's employment or engagement,

provided that such person may not be employed or engaged prior to the end of any notice period or period of leave as set out in his contract (or otherwise agreed) with the relevant member of the Company's Group.

8.4 Each member of the Consortium severally undertakes that, during the period of 12 months from the date of this letter, it will not directly or indirectly in connection with the Proposal (or in connection with any variation to the Proposal):-

8.4.1 make or continue any contact with any financier, supplier, trading partner, credit provider, or landlord of (or to or otherwise benefitting) the Company or any member of its Group; or

8.4.2 visit any of the properties at which the business of the Company or member of its Group is carried on,

in each case without the prior written consent of the Company. Nothing in this paragraph 8.4 will prevent any member of the Consortium from dealing with any party in the ordinary course of business, as long as it does not refer in any way to any Confidential Information or the Proposal save to the extent permitted pursuant to paragraph 3.

8.5 Each member of the Consortium severally undertakes that it will not at any time, without the prior written consent of the Company:-

8.5.1 enter into any discussions or negotiations with or disclose any Confidential Information to another potential bidder in relation to the Proposal; or

8.5.2 discuss the Confidential Information with any financial rating agency, governmental or supervisory body or any regulatory organisation save to the extent permitted pursuant to paragraph 3.

9. **DURATION**

Except as otherwise expressly provided in this letter, the obligations set out in this letter shall cease to have effect upon your completion of the acquisition of the Company. In the event of termination of discussions or negotiations relating to the Proposal, the obligations set out in this letter shall, unless expressly stated otherwise, continue in full force and effect notwithstanding the return or destruction of Confidential Information and any copies of it until the expiry of the period ending 12 months from the date of this letter.

10. **COSTS**

The Consortium confirms that it will be responsible for its own costs whether incurred by themselves or their respective Connected Persons in considering or pursuing the Proposal (whether or not it proceeds) and in complying with the terms of this letter.

11. **NO OFFER**

Each member of the Consortium agrees that all Information, whether containing Confidential Information or otherwise, made available to it or its Connected Persons, in the course of, or for the purpose of, negotiations in relation to the Proposal, will not constitute an offer, inducement or invitation by, or on behalf of, the Company, nor will those documents nor the Information contained in them form the basis of, or any representation in relation to, any contract.

12. **NO REPRESENTATIONS**

Each member of the Consortium acknowledges that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by the Company or any of its Connected Persons as to the accuracy or completeness of the Confidential Information or any other Information supplied by it or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same. Each member of the Consortium further acknowledges that it will be responsible for making its own decisions on the Confidential Information and with respect to the Proposal. Accordingly, each member of the Consortium agrees that neither party (nor any of their respective Connected Persons) will be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the use of the Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or for any errors, omissions or misstatements made by any of them in connection with the Proposal. Each member of the Consortium agrees that it will not place any reliance on any statement, representation, warranty or covenant made orally, in writing or by any other means by the Company or any of its Connected Persons in connection with the Confidential Information or the Proposal. Each statement in this paragraph 12 has no application in the case of fraud or fraudulent misrepresentation.

13. **EXPERTISE**

Each member of the Consortium confirms that it is a person that is able to receive the Confidential Information without contravention of any unfulfilled registration or approval requirements or other legal restrictions in the jurisdictions in which it resides or conducts business.

14. **INSIDER DEALING AND MARKET ABUSE**

Each member of the Consortium acknowledges and agrees that the Proposal and some or all of the Confidential Information may constitute inside information for the purposes of the UK version of the EU Market Abuse Regulation (596/2014) which forms part of UK law by virtue of the European Union (Withdrawal) Act 2018 and the Criminal Justice Act 1993 (the "**CJA**") and accordingly, by receiving such Confidential Information, it may become an 'insider', and it consents to being made an insider by virtue of receiving the Confidential Information and acknowledges that, subject to and in accordance with applicable law, it must not deal in securities that are price-affected securities (as defined in the CJA) in relation to any such inside information, encourage another person to deal in price-affected securities or disclose the information (except as permitted by the CJA) for such time as the information remains inside information.

15. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

15.1 The provisions of this letter confer benefits on the persons specifically referred to in paragraph 1.2 (each, a "**Third Party**") and, subject to the remaining terms of this paragraph 15, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999. Save as aforementioned, a person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

15.2 Notwithstanding paragraph 15.1 of this letter, this letter may be rescinded or varied in any way and at any time without the consent of any Third Party.

16. **GENERAL**

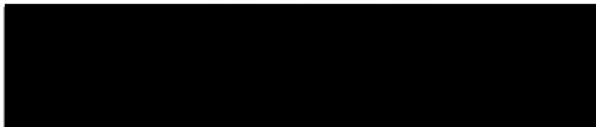
- 16.1 Each member of the Consortium acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence. Accordingly, the Company will be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence.
- 16.2 No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise. The terms of this letter may not be varied or terminated without the prior written consent of each party. No waiver of any provision of this letter will be binding upon either party unless in writing signed by the party granting the waiver.
- 16.3 To the extent that any Confidential Information is covered or protected by any form of privilege or refers to other documents which attract any form of privilege, then disclosing such Information under the terms of this letter or otherwise does not constitute a waiver of privilege or any other rights which the Company or its Connected Persons may have in respect of such Confidential Information.
- 16.4 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 16.5 This letter will enure to the benefit of, and be enforceable by, the Company's successors and assigns and each member of the Consortium agrees to procure that the terms of this letter are observed by any of their respective successors and assigns of any member of the Consortium's business or interests (or of any material part thereof) as if they had been party to this letter. Each member of the Consortium severally acknowledges and agrees that the Company may assign the benefit of this letter in whole or in part to any person who purchases all or part of the Company or its assets.
- 16.6 Each member of the Consortium acknowledges and agrees that no right or licence is granted to it or their Connected Persons in relation to the Confidential Information except as expressly set forth in this letter.
- 16.7 The provisions of this letter will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.
- 16.8 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.
- 16.9 This letter is to be governed by, and construed in accordance with, English law. Any matter claim or dispute arising out of or in connection with this letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Proposal are to be governed by and determined in accordance with English law. Each party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this letter or the relationship between the parties or the conduct of any negotiations in relation to the Proposal.
- 16.10 IHC Industrial Holding LLC appoints The Minton Spring Water Company Limited of One Fleet Place, London, England, EC4M 7WS to be its agent for the receipt of service of

Service Documents and agrees that any Service Documents may be effectively served on it in connection with any proceedings in England and Wales by service on its agent effected in any manner permitted at that time by the Civil Procedure Rules of England and Wales, save that service shall not be permitted by e-mail.

- 16.11 Tasheel Holding Group LLC appoints Vistra Trust Company Limited of Suite 1, 3rd Floor, 11-12 St. James's Square, London, SW1Y 4LB to be its agent for the receipt of service of Service Documents and agrees that any Service Documents may be effectively served on it in connection with any proceedings in England and Wales by service on its agent effected in any manner permitted at that time by the Civil Procedure Rules of England and Wales, save that service shall not be permitted by e-mail.

Please confirm your acceptance of the terms of this letter by signing and returning to us the enclosed copy of this letter.

Yours faithfully

A large black rectangular redaction box covering the signature area.

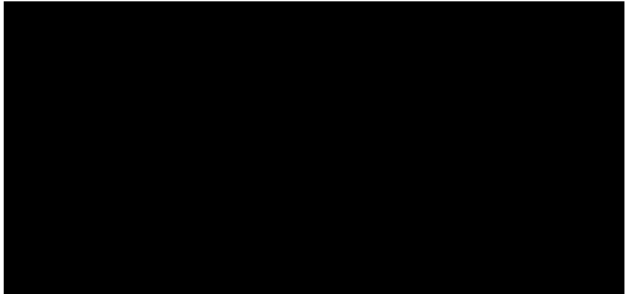
for and on behalf of
Arena Events Group plc

To: Arena Events Group plc

We agree to the matters set out in your letter dated 2021 (of which this is a copy).

Dated2021

SIGNED by)
for and on behalf of)
IHC INDUSTRIAL HOLDING LLC by a)
duly authorised officer)



SIGNED by)
for and on behalf of)
TASHEEL HOLDING GROUP LLC by)
a duly authorised officer)

To: Arena Events Group plc

We agree to the matters set out in your letter dated 2021 (of which this is a copy).

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