



MIRFA 2 RO WATER DESALINATION COMPANY L.L.C.

Water Desalination Licence

OPEN



Licence Development

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Part 1 – The Licence

1. Grant of Licence

The Department of Energy hereby grants a Water Desalination licence (“Licence”) to **MIRFA 2 RO WATER DESALINATION COMPANY L.L.C.** to carry out the activity referred to in Part 1, paragraph 4.

This Licence is granted in exercise of the powers conferred on the Department of Energy by Law.

2. Conditions of Licence

- a) This Licence is granted subject to the Conditions in Part 2 of this Licence and for the term referred to in Part 1, paragraph 3.
- b) This Licence is subject to modification in accordance with its terms or with Law.
- c) This Licence is subject to revocation in accordance with Condition 13.

3. Licence term

- a) This Licence:
 - i) is effective from 25-December-2023; and
 - ii) unless revoked in accordance with the provisions of Condition 13, this Licence shall continue unless it is terminated by not less than 25 years notice in writing by the Department of Energy to the Licensee.

4. Licensed Activity

The activity permitted to be carried out by the Licensee pursuant to this Licence is the desalination of water up to a maximum contracted capacity of 545520 M³/day at the facility known as **Mirfa 2 RO Water Desalination Plant** - in the Emirate of Abu Dhabi.



5. Definitions

The following words and expressions used in this Licence shall have the following meanings:

Abu Dhabi EHSMS means the Emirate of Abu Dhabi's Environment, Health and Safety Management System developed in accordance with Chairman of the Executive Council Resolution No (42) of 2009 concerning the Abu Dhabi EHSMS (Resolution No (42) of (2009));

Affiliate means in relation to the Licensee, any Holding Company or Subsidiary of the Licensee or any subsidiary of a Holding Company of the Licensee;

Ancillary Services means:

- a) such services as the Licensee may be required to have available in association with any Desalination Unit pursuant to the Water Transmission Code;
- b) such services as the Licensee may have agreed to have available in association with any Desalination Unit pursuant to an agreement with a Licensed Transmission Operator; or
- c) such services as are provided for in an agreement with EWEC to which the Licensee is a party,

and which may be offered for sale to a Licensed Transmission Operator or EWEC for the purpose of securing stability of operation of the relevant Transmission System;

Asset means:

- a) any asset for the time being forming part of any one or more of the following:
 - i) the Licensee's DC System;
 - ii) any control centre for use in conjunction with any asset referred to in (i) above;
 or
- b) any legal or beneficial interest in land upon which any asset referred to in (a) above is situated;

Asset Disposal means, in respect of any Asset, any sale, gift, lease, licence, loan, mortgage, charge or the grant or perfection of any other encumbrance or the permitting of an encumbrance to subsist or any other disposition to a third party;

Authorised Person means any person (individual or corporate) acting on behalf of the Licensee pursuant to a security power of attorney, assignment or other security document that has received the consent of the DoE;

Available in relation to any Desalination Unit means a Desalination Unit which is both (a) available in accordance with a Water Transmission Code; and (b) declared as available for the desalination of water;



Department of Energy means the Department of Energy as established pursuant to Abu Dhabi Law No (11) of 2018 concerning the establishment of the Department of Energy. The Department of Energy is the successor entity to the Regulation and Supervision Bureau pursuant to Law No (11) of 2018 - accordingly any references to the Regulation and Supervision Bureau, the Bureau or RSB in this Licence shall be interpreted as referring to the Department of Energy (unless the context otherwise requires);

EWEC means Emirates Water and Electricity Company;

Central Despatch means the process of issuing direct instructions for despatch of available Desalination Units by a Licensed Transmission Operator under the conditions of a Transmission Licence;

Condition means a condition set out in Part 2 of this Licence, as may be modified by the Department of Energy from time to time;

Control means, in respect of a Person, the first Person, by another, the second Person, that the second Person (whether alone or with others and whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise):

- a) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of the first Person or of any other Person; or
- b) controls or has the power to control the affairs and policies of the first Person or of any other Person which controls the first Person; or
- c) is the parent undertaking of the first Person or of any other Person which controls the first Person; or
- d) possesses or is, or will be at a future date, entitled to acquire:
 - i) Thirty Percent (30%) or more of the share capital or issued share capital of, or of the voting power in, the first Person or any other Person which controls the first Person; or
 - ii) such part of the issued share capital of the first Person or any other Person which controls the first Person as would, if the whole of the income of such Person were in fact distributed, entitle the second Person to receive thirty percent (30%) or more of the amount so distributed; or
 - iii) such rights as would, in the event of the winding up of the first Person or any other Person which controls the first person or in any other circumstances, entitle the second Person to receive thirty percent (30%) or more of the assets of the first Person which would then be available for distribution,



and, for those purposes, there shall be attributed to any Person the rights and powers of:

- a) any nominee of his;
- b) any one or more Persons which he, or he and associates of his, controls; and
- c) any one or more associates of his;

Current Scale of Charges and Services means the publication prepared and issued by the Department of Energy to all Licensed Operators, identifying the fee structure and charges for all licence holders, as revised and amended by the Department of Energy from time to time;

Desalination Business means the authorised business of the Licensee or any affiliate or any Related Undertaking in the desalination of water;

Desalination Unit means any plant or apparatus for the desalination of water including a facility comprising one or more desalination units;

Distribution System means the system consisting wholly or mainly of water pipes owned or operated by a Licensed Distribution Operator and used for the distribution of potable water to the point of delivery to premises or customers and includes any plant owned or operated by a Licensed Distribution Operator in connection with the distribution of water;

Environment Policy means a written policy designed to protect the environment from the effects of the Licensed Activity, together with operational objectives and management arrangements to give effect to such policy, as may be amended from time to time;

General Assembly means a general meeting of the shareholders of the Licensee held in accordance with the procedures set out in the Licensee's memorandum and articles of association and any relevant law under which the Licensee was established;

Health and Safety Policy means a written policy designed to protect the health and safety of the general public, construction workers and other persons employed directly or indirectly by the Licensee or allowed to work on or access the Licensee's System by the Licensee from the effects of the Licensed Activity, together with operational objectives and management arrangements to give effect to such policy, as may be amended from time to time;

Information shall include any documents, accounts, estimates, returns or reports (whether or not prepared specifically at the request of the Department of Energy) of any description specified by the Department of Energy;

Law means Law No (11) and Law No (2);

Law No (2) means Law No (2) of 1998 concerning the Regulation of the Water and Electricity Sector in the Emirate of Abu Dhabi (as amended from time to time);



Law No (11) means Law No (11) of 2018 concerning the establishment of the Department of Energy (as amended from time to time);

Licensed Activity means the activity permitted to be carried out by the Licensee pursuant to the terms of this Licence;

Licensed Distribution Operator means a Person who is authorised by a licence granted under Law to distribute water;

Licensed Operator means any Person other than the Licensee, authorised by a licence granted pursuant to Law to undertake a regulated activity as defined in Law;

Licensed Transmission Operator means a Person who is authorised to transmit water;

Licensee means the Person to whom this Licence is granted;

Licensee's System means the water mains owned or operated by the Licensee for the transport of water from Desalination Units to the point(s) of connection with the Transmission and/or Distribution Systems;

Metering and Data Exchange Code means the code of that name required to be prepared by a Licensed Transmission Operator and approved by the Department of Energy, as from time to time revised with the approval of the Department of Energy;

Operational Balancing Purposes means purposes necessarily ancillary to the conduct of the Licensed Activity involving the filling up or drawing down of water in storage;

Operational Control means the direct control by the Licensee over the performance of the Licensed Activity, and for the avoidance of doubt Operational Control is relinquished when responsibility for performance of the Licensed Activities, or any substantial part thereof, is sub-contracted by the Licensee to a third party;

Person means any person, company, body corporate, establishment, partnership or other entity having an independent legal personality;

Related Undertaking means in relation to the Licensee any undertaking in which the Licensee has a participating interest amounting to 30% or more of such undertaking's share capital or in respect of which the Licensee has the right to appoint a majority of the directors to that undertaking;

Scheduling System means a system identifying the economic cost of water from available Desalination Units to be delivered or transferred to the Total System, subject to other system needs;



Self Insurance means the Licensee's financial capacity to meet any liability to a third party in respect of which the Licensee does not otherwise have insurance cover;

Total System means the Transmission Systems and Distribution Systems of Licensed Transmission Operators and Licensed Distribution Operators which are located in the Emirate of Abu Dhabi;

TRANSCO means Abu Dhabi Transmission and Despatch Company;

Transmission Licence means the licence issued to a Licensed Transmission Operator, as modified from time to time;

Transmission System means the system consisting wholly or mainly of water pipelines owned or operated by TRANSCO or a Licensed Transmission Operator and used for the transmission of water from one or more desalination facilities or water storage facilities to a pumping station or storage facility or between pumping stations and includes any plant owned or operated by a Licensed Transmission Operator in connection with the transmission of water;

UAE means the United Arab Emirates;

Water Distribution Code means in relation to any distribution company a water distribution code or codes required to be drawn up by a Licensed Distribution Operator and approved by the Department of Energy, as from time to time revised with the approval of the Department of Energy; and

Water Transmission Code means the transmission code or codes of that name required to be prepared by a Licensed Transmission Operator and approved by the Department of Energy, as from time to time revised with the approval of the Department of Energy.

6. Interpretation

For the purpose of this Licence:

- a) where any obligation of the Licensee is required to be performed within a specified time limit that obligation shall be deemed to continue after that time limit if the Licensee fails to comply with that obligation within that time limit;
- b) in construing a Condition, the heading or title of any Condition or paragraph shall be disregarded;
- c) any reference to a numbered Condition or Schedule is a reference to the Condition or Schedule bearing that number or prefix in this Licence and any reference to a numbered paragraph is a reference to the paragraph bearing that number or prefix in this Licence;



- d) any reference to a Schedule is a reference to the relevant Schedule to this Licence;
- e) terms used in this Licence shall unless the context otherwise admits have the same meaning as ascribed to them in the Law and DC Regulatory Framework; and
- f) words in the singular include the plural and those in the plural include the singular.

GRANTED for and on behalf of the DoE by:

For / Eng. Ahmed Mohamed Al Rumaithi

Undersecretary



Part 2 – Desalination Conditions

The Conditions in this Part 2 shall apply to the Licensed Activity forming the Desalination Business of the Licensee.

Condition 1 – Compliance

1. In carrying out the Licensed Activity, the Licensee shall comply with the terms of this Licence and Law at all times.
2. The Licensee shall comply with any directions, instructions, or decisions issued by the DoE in fulfilment of the DoE's duties under the law.
3. The Licensee shall comply with all applicable laws of the UAE, including but not limited to:
 - a) the Law;
 - b) any applicable codes of practice or standard of performance as may be approved or issued by the DoE in accordance with the Law.
4. The DoE may issue consents, derogations or waivers in accordance with the Law relieving the Licensee of its obligation to comply with any regulations to such extent and on such conditions as may be specified in those consents, derogations or waivers.

Condition 2 – Prohibited activities

1. The Licensee shall not and shall procure that any Affiliate or Related Undertaking of the Licensee (whether on its own account or in combination with any other) shall not:
 - a) purchase or otherwise acquire water for the purpose of sale or other disposition to third parties;
 - b) transmit water or otherwise convey water by any other means, except to the extent necessary to deliver water into the Transmission Systems;
 - c) engage in the business of water storage, except for Operational Balancing Purposes;
 - d) engage in the distribution or supply of water to any premises;
 - e) desalinate water in excess of the capacity specified in Part 1, paragraph 4 of this Licence;
 - f) without the prior written consent of the Department of Energy, hold any economic interest, whether by the ownership of shares or otherwise, in entities which, on their own account or in combination with other entities, provide in



aggregate more than 25% of the production capacity of production facilities which desalinate water in the Emirate of Abu Dhabi.

2. The Licensee shall not without the prior written consent of the Department of Energy carry on any activities other than the Licensed Activities or those other activities necessarily ancillary thereto.

Condition 3 – Asset Disposal

1. The Licensee shall not transfer or agree to transfer any of its Assets and liabilities, or create, or agree to create, any security over any of its Assets without the prior consent of the DoE. The DoE will issue either general or individual decisions or guidance on which Assets shall be included for the purposes of this Condition 3 as required.
2. Where the Assets of the Licensee are in the form of liabilities, the Licensee shall be prohibited from entering into any agreement under which such liabilities are discharged, released or transferred to another Person without the prior consent of the DoE.
3. The Licensee shall not effect Asset Disposal or relinquish Operational Control over any Asset otherwise than in accordance with this Condition.
4. Save as provided in paragraph 5 of this Condition, the Licensee shall give the DoE at least two (2) months prior written notice of its intention to:
 - a) effect Asset Disposal; or
 - b) relinquish Operational Control over any Asset,
 and shall provide to the DoE such further information as the DoE may request relating to any one or more of the following:
 - a) the subject Asset;
 - b) the circumstances of such intended Asset Disposal or relinquishment of Operational Control over such Asset.
5. Notwithstanding paragraphs 3 and 4 of this Condition, the Licensee may effect Asset Disposal or relinquish Operational Control over any Asset:
 - a) where:
 - i) the DoE has issued directions for the purposes of this Condition containing a general consent (whether or not subject to conditions) to:
 - A) transactions of a specified description; and/or



- B) the Asset Disposal or relinquishment of Operational Control over Assets of a specified description; and
 - ii) the transaction or the subject Asset is of a description to which such directions apply and the Asset Disposal or relinquishment of Operational Control is in accordance with any conditions to which the consent is subject;
 - b) under such contracts or agreements as may have been designated by the DoE for the purposes of this Condition; or
 - c) where the Asset Disposal or relinquishment of Operational Control over any Asset is required by or under:
 - i) any enactment or subordinate legislation and the enactment or subordinate legislation requires the Licensee to obtain the consent of the DoE to the Asset Disposal or relinquishment of Operational Control; or
 - ii) a transfer scheme.
6. The Licensee may effect Asset Disposal or relinquish Operational Control over any Asset that is specified in any notice given under paragraph 4 of this Condition where:
- a) the DoE confirms in writing that it consents to such Asset Disposal or relinquishment of Operational Control over any Asset (such consent may be made subject to the acceptance by the Licensee or any third party in favour of whom the Asset is proposed to be divested or Operational Control is proposed to be relinquished on such conditions as the DoE may specify); or
 - b) the DoE does not inform the Licensee in writing of any objection to such Asset Disposal or relinquishment of Operational Control within the notice period referred to in paragraph 4 of this Condition.

Condition 4 – Compliance with codes

- 1. The Licensee shall comply with the provisions of:
 - a) the Water Transmission Code of a Licensed Transmission Operator insofar as it is applicable;
 - b) the Water Distribution Code of a Licensed Distribution Operator insofar as it is applicable;
 - c) the Metering and Data Exchange Code insofar as it is applicable; and



- d) any other code or guideline which states that it is one with which the Licensee must comply.
2. Following consultation with a Licensed Transmission Operator, Licensed Distribution Operator or any other Licensed Operator directly affected, the Department of Energy may issue directions relieving the Licensee of its obligations under paragraph 1 of this Condition to such extent as may be specified in those directions, in respect of such parts of:
 - a) the codes specified in paragraphs 1(a) to (d) of this Condition; or
 - b) any other code or guideline issued by the Department of Energy from time to time which states that it is one with which the Licensee must comply.

Condition 5 – System planning

1. The Licensee shall plan and develop the Licensee's System in accordance with:
 - a) a standard not less than that applicable to a Licensed Transmission Operator and a Licensed Distribution Operator as approved from time to time by the Department of Energy (in respect of their respective systems); or
 - b) such other standard of planning as the Licensee may adopt from time to time, subject to consultation with a Licensed Transmission Operator and any other Licensed Operator liable to be materially affected thereby and with the approval of the Department of Energy.
2. Following consultation with a Licensed Transmission Operator and any other Licensed Operator liable to be materially affected thereby, the Department of Energy may issue directions relieving the Licensee of its obligations under paragraph 1 of this Condition in respect of such parts of the Licensee's System as may be specified in those directions.

Condition 6 – Central scheduling, despatch and metering

1. The Licensee shall submit all Available Desalination Units forming part of a generating station, which is capable of providing 2273 m³/day (or 0.5 MIGD) or more to the Total System, to Central Despatch by a Licensed Transmission Operator.
2. The Licensee shall at such times and in such manner as may be provided under a Water Transmission Code provide a Licensed Transmission Operator with all information reasonably required by it to enable it, in conformity with the conditions of its Transmission Licence:
 - a) to operate the system of Central Despatch; and;



- b) to operate the Scheduling System.

Condition 7 – Ancillary Services

1. The Licensee shall from time to time upon request by a Licensed Transmission Operator or EWEC offer terms for the provision by the Licensee of Ancillary Services from any operating Desalination Unit of the Licensee.

Condition 8 – Provision of Information to the Department of Energy

1. Subject to paragraph 2 of this Condition, the Licensee shall submit to the Department of Energy, in such manner and at such times as the Department of Energy may require, such Information and shall procure and submit to it such reports, as the Department of Energy may consider necessary in light of the Conditions or as it may require for the purpose of performing the functions assigned or transferred to it by or under Law.
2. Without prejudice to the generality of paragraph 1 of this Condition, the Department of Energy may call for the submission of accounting Information.

Condition 9 – Health and safety

1. The Licensee shall, taking due account of any guidance issued to it by the DoE and applicable health and safety standards prevailing in the Emirate of Abu Dhabi and the UAE, establish a Health and Safety Policy, together with operational objectives and management arrangements to give effect to such policy.
2. The Licensee shall, regularly and at least annually and otherwise as appropriate, review the Health and Safety Policy, its operational objectives and management arrangements.
3. The Licensee shall, upon the establishment and any material change of the Health and Safety Policy, promptly send to the DoE a copy of the amended policy together with a general description of the operational objectives and management arrangements.
4. The Licensee shall act with regard to the Health and Safety Policy and operational objectives and use its reasonable endeavours to operate the management arrangements effectively.
5. The DoE may, taking into account the Licensee's overall health and safety performance as determined under paragraph 5 of this Condition, require an in-depth review of the Licensee's Health and Safety Policy, procedures and practices.



6. The Licensee is required to submit official registration number under Abu Dhabi Occupational Health and Safety System managed by Abu Dhabi Public Health Centre (ADPHC), in compliance with Resolution No. (42) of 2009.
7. Any Licensee who is not able to make such registration as envisaged under clause 6 above, may register via DoE, as the SRA for Energy and District Cooling sector.
8. Licensee will be subjected to the OSH governance regulations managed by the DoE as a part of licence conditions and compliance monitoring requirements.
9. Licensee will be responsible to maintain the OSH Certificates issued from DoE and endorsed by ADPHC, through regular inspections and Audits as required in the HSE regulatory guidance and codes.
10. Following any Audits or Inspections the Licensee shall implement the appropriate corrective actions as stipulated in the SRA Management Guide and any other improvements or recommendations specified by DoE.

Condition 10 – Fees

1. The Licensee shall, at the times stated hereunder, pay to the DoE fees and/or other necessary charges of the amount specified in, or determined under this Condition.
2. In respect of the year beginning on 1 January after the year when the Licence is issued, and in each subsequent year, the Licensee shall pay the Licence fees to the DoE in accordance with any Current Scale of Charges and Services.
3. Such fees and/or charges shall be paid in full by the Licensee to the DoE within one (1) month of the DoE giving notice in writing to the Licensee of its charges.
4. The Licensee must pay fees and/or charges to the DoE in accordance with this Condition and any failure to do so will be a ground for the DoE to suspend and/or revoke the Licence, and/or the imposition of fines and/or administrative sanctions in accordance with the Law, the DC Regulatory Framework in force, and the terms of this Licence.

Condition 11 – Insurance against third party liability

1. In respect of the Licensed Activities, the Licensee shall maintain insurance (including any Self Insurance) against third party liability (including, but without limitation, with respect to insurance type, cover, level and the identity of the insurer) with any modifications as may be required pursuant to paragraph 5 of this Condition.



2. The Licensee shall promptly send the DoE a copy of the insurance policy (including details of any Self Insurance) together with a general description of the insurance type, cover, level and the identity of the insurer.
3. Except as otherwise agreed by the DoE, the Licensee shall ensure that every insurance policy (other than any Self Insurance), maintained pursuant to paragraph 1 of this Condition, bears an endorsement that 30 days' notice shall be given to the DoE, by the insurer (or the insurance broker), of any lapse or cancellation of the insurance policy.
4. The Licensee shall review the insurance policy (including any Self Insurance) against third party liability annually and otherwise as may be appropriate, and promptly send a copy of any updated or amended insurance policy to the DoE.
5. The DoE may notify the Licensee that it requires a modification to the insurance policy (including any Self Insurance) and the Licensee shall ensure that such a modification is made within 60 days of receipt of the notice from the DoE unless a longer period is agreed with the DoE.

Condition 12 – Environmental matters

1. The Licensee shall, taking due account of any guidance issued to the Licensee by the DOE and of any applicable environmental standards prevailing in the Emirate of Abu Dhabi, establish a written Environmental Policy designed to protect the environment from the effect of the Licensed Activities, together with operational objectives and management arrangements to give effect to such policy. The Licensee shall review the policy, the operational objectives and management arrangements periodically and otherwise as appropriate.
2. The Licensee shall, upon the establishment and any material change of them, promptly send the DOE a copy of the amended policy together with a general description of the operational objectives and management arrangements.
3. The Licensee shall act with regard to the policy and operational objectives and use reasonable endeavours to operate the management arrangements effectively.

**Condition 13 – Revocation**

1. The DOE may at any time revoke this licence by not less than 30 days' notice in writing to the Licensee:
 - a) if the Licensee agrees in writing with the DOE that this licence should be revoked;
 - b) if any amount payable under Condition 10 is unpaid 30 days after it has become due and remains unpaid for a period of 30 days after the DOE has given the Licensee notice that the payment is overdue
 - c) if the Licensee fails to comply with:
 - (i) a preliminary order (within the meaning of Article (107) of Law No (2)) or
 - (ii) with a final order (within the meaning of Article (106) of Law No (2)) or
 - (iii) an order which has been confirmed under Article (109) of Law No (2)and (in any such case) such failure is not rectified to the satisfaction of the DOE within 3 months after the DOE has given notice to the Licensee provided that no notice shall be given by the DOE before the expiration of the period within which an application under Article (121) of Law No (2) could be made questioning the validity of the final or preliminary order or before the proceedings relating to any such application are finally determined;
 - d) if the Licensee ceases to carry on its business in the Licensed Activities
 - e) if the Licensee:
 - (i) has been adjudicated insolvent or if the general assembly passes a resolution to wind up the Licensee or if the Licensee suffers a loss of 50% of the share capital and a resolution to wind up the Licensee is passed by the shareholders representing at least 25% of the share capital of the Licensee;
 - (ii) suffers a change in its control;and in appropriate detail the amounts of any revenue, cost, asset, liability, reserve or provision;
 - f) if the Licensee is convicted of having committed an offence under Article (135) of Law No (2) in making its application for this Licence;



- g) on the expiry of the duration of the existence of the Licensee as specified in its memorandum and articles of association; or
- h) on the dissolution of the Licensee by the operation of law on its merger with another entity.

2. For the purpose of paragraph 1(e)(ii) of this Condition:

- a) there is a change in the control of the Licensee whenever a person obtains control of the Licensee who did not have control of the Licensee when this licence was granted; and
- b) control means in respect of a person by another, that that other (whether alone or with others and whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise):
- i. has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that person or of any other person; or
 - ii. controls or has the power to control the affairs and policies of that person or of any other person which controls that person; or
 - iii. is the parent undertaking of that person or of any other person which controls that person; or
 - iv. possesses or is, or will be at a future date, entitled to acquire:
 - A. 30% or more of the share capital or issued share capital of, or of the voting power in, that person or any other person which controls that person; or
 - B. such part of the issued share capital of that person or any other person which controls that person as would, if the whole of the income of such person were in fact distributed, entitle him to receive 30% or more of the amount so distributed; or
 - C. such rights as would, in the event of the winding-up of that person or any other person which controls that person or in any other circumstances, entitle him to receive 30% or more of the assets of such person which would then be available for distribution,

and, for those purposes, there shall be attributed to any person the rights or powers of any nominee of his and the rights and powers of any one or more persons which he, or he and associates of his, controls and of any one or more associates of his.

**Condition 14 – Regulations**

1. The Licensee shall comply with all regulations issued by the Department of Energy pursuant to Law insofar as applicable.

Condition 15 – Transfer of Licence

1. The Licensee or any Authorised Person is hereby authorised to transfer this Licence, subject to paragraphs 2, 3 and 4 of this Condition.
2. This Licence shall not be transferred except with the prior written consent of the DoE.
3. In deciding whether to give its consent under paragraph 2 of this Condition, the DoE shall apply the same criteria as it would apply if it were deciding whether to grant a corresponding licence to the transferee and the DoE may require the transferee to provide the same information as it would require if the transferee were applying for the corresponding licence.
4. A consent under paragraph 2 of this Condition may be given by the DoE subject to compliance by the Licensee with:
 - a) such modifications or other conditions as the DoE considers necessary or expedient for the purpose of protecting the interests of consumers; and
 - b) such incidental or consequential modifications or conditions as it considers necessary or expedient.

Condition 16 – Business Continuity Management

1. As mandated by the DoE in its Business Continuity Management (BCM) policy for the energy sector of December 2018 (Sector BCM Policy) as amended from time to time, the Licensee is required to comply with, and implement, the National Emergency Crisis and Disaster Management Authority (NCEMA) Business Continuity Management System Standards 7000:2021 (NCEMA BCM Standards) as amended from time to time, together with all other applicable BCM standards prevailing in the Emirate of Abu Dhabi and the UAE, in addition to adherence with any regulations and directions issued to it by the DoE, all to the extent they relate to the Licensee as owner of the Licensee's Systems.
2. In compliance with the Sector BCM Policy, the Licensee shall establish, implement, and operate its own BCM system and procedures. In order to ensure ongoing review, oversee monitoring of the effectiveness of the BCM system and promote responsible



- governance, the Licensee shall appoint a dedicated individual to oversee the BCM system and procedures, with significant managerial responsibility to access and report directly to the Licensee's executive level management.
3. In compliance with the Sector BCM Policy, the Licensee shall fully collaborate and cooperate with the DoE in any regulatory audit to ensure that the Licensee's BCM system is effective and aligned with the Abu Dhabi energy sector. The Licensee shall be responsible for addressing any areas of non-compliance or non-conformity and implementing any audit recommendations through enhanced BCM measures, to be documented in an updated BCM procedure and shared with the DoE.
 4. The Licensee is required to comply with the Sector BCM Policy and applicable DoE policies, regulations and directions all to the extent they relate to the Licensee as owner of the Licensee's Systems in connection with its BCM system. Failure, or delay to do so, will result in the application of punitive measures as more particularly contained in the Law and any other instruments from time to time.
 5. In compliance with Condition 16 of this Licence and the Sector BCM Policy, the Licensee shall provide the DoE with any and all information and resources necessary to aid in the development of an integrated energy sector crisis management response. These collaborative efforts will ensure that the DoE is able to facilitate joint coordinated action within the Abu Dhabi energy sector, which is consistent with the overall local and federal response plans to any emergency, crises or disaster that would negatively impact upon the Licensee's ability to perform the Licensed Activities.



Schedule 1 - Authorised Service Area

Part 1 - Detailed Information of plant:

Licensee	Mirfa 2 RO Water Desalination Company LLC		
Start Date	25-December-2023		
Licensed Capacity	Facility Name	Generation Unit Number / Unit Name	Capacity
	Mirfa 2 Reverse Osmosis Seawater Desalination Plant	Mirfa 2 Reverse Osmosis Seawater Desalination Plant	545520 M ³ /day
	Total Capacity:		545520 M ³ /day



Part 2 – Location Map of the regulated activities:

