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ED/L08/003	undersecretary	Abu Dhabi United Hospitality L.L.C DoE

Abu Dhabi United Hospitality L.L.C

Self-Supply Licence to Undertake the Licensed Activities of Electricity Generation

Licence ED/L08/003

Issued 21 May 2020

Author Licensing and Compliance Dept.	Document ED/L08/003	Issue 1	Revision 0	Issue date 21 May 2020	Approved by undersecretary
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Licence Development

Original issue

Document No. ED/L08/003, Issue No. 1 Rev (0), Issue Date 21 May 2020

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Licensing and Compliance Dept.	ED/L08/003	1	0	21 May 2020	Undersecretary
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Generation Licence

Part 1 – The Licence

1. Grant of Licence

The DoE hereby grants a Self-Supply generation licence (“**Licence**”) to **Abu Dhabi United Hospitality L.L.C (“Licensee”)** to carry out the activities referred to in Part 1, paragraph 4.

This Licence is granted in exercise of the powers conferred on the DoE by Article (82) of Law No (2) and the Law No 11.

2. Conditions of Licence

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.

This Licence is subject to modification in accordance with its terms or with Law No (2) & Law No (11).

This Licence is subject to revocation in accordance with Condition 13.

This license is subject to a duly signed connection agreement between the Licensee and ADDC.

3. Licence term

This Licence:

- a) This license is effective from 21 May 2020
- b) unless revoked in accordance with the provisions of Condition 13,

4. Licensed Activities

- 4.1 The activities permitted to be carried out by the Licensee pursuant to this Licence within the Authorised Area is the generation of electricity up to a maximum contracted capacity of **6.56 megawatts (“MW”)**, at the facility known as **Abu Dhabi United Hospitality L.L.C (“Facility”)** in the Emirate of Abu Dhabi, and such generated electricity shall be used for satisfying Self Supply to the [Facility].

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

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Executive Council Resolution No (42) of 2009 concerning the Abu Dhabi EHSMS
(Executive Council Resolution No (42) of (2009));

ADDC means Abu Dhabi Distribution Company;

EWEC means Emirates Water and Electricity Company;

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 Generation Unit pursuant to the relevant Transmission and Distribution Codes;
- b) such services as the Licensee may have agreed to have available in association with any Generation Unit pursuant to an agreement with a Licensed Transmission Operator; or
- c) such services as are provided for in an agreement with ADWEC to which the Licensee is a party,

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

Asset means:

- a) any asset for the time being forming part of any one or more of the following:
 - i) the Licensee's System;
 - ii) the Licensee's Generation Unit;
 - iii) any control centre for use in conjunction with any asset referred to in (i) or(ii) 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 of any other encumbrance or the permitting of an encumbrance to subsist or any other disposition to a third party;

Authorised Area means the area as shown in Schedule 1; being the area in which the Licensee is permitted to carry out the Licensed Activities;

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 pursuant to Article (127) of Law No (2);

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DoE means the Department of Energy established by the Law No 11 of the year 2018.

Connection Agreement: means the written agreement between the Licensee and a Licensed Electricity Distribution Operator dealing with the terms and conditions of connection of the relevant Generation Unit(s) to the Distribution System;

Condition means a condition set out in Part 2 of this Licence, as may be modified by the DoE 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) 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 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 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;

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

;

Distribution Systems means:

- a) the system consisting wholly or mainly of electrical lines owned or operated by a Licensed Distribution Operator and used for the distribution of electricity to the point of delivery to premises and includes any plant owned or operated by a Licensed Distribution Operator in connection with the distribution of electricity;

Electricity Distribution Code: means in relation to any distribution company an electricity distribution code or codes required to be drawn up by the Licensed Electricity Distribution Operator and approved by the DoE (as from time to time revised with the approval of the DOE);

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

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

Facility means a building and/or factory identified in schedule 1 where the generation unit licensed ;

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;

Generation Unit means any plant or apparatus for the generation of electricity;

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 Activities, together with operational objectives and management arrangements to give effect to such policy, as may be amended from time to time;

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

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;

Law No (11) means Law No (11) of 2018 concerning the establishment of the Department of Energy.

Licensed Activities means the activities 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 No (2) & Law No (11) to distribute electricity and/or water;

Licensed Operator means any Person other than the Licensee, authorised by a licence granted pursuant to Law No (2) & Law No (11) to undertake a regulated activity as defined in Law No (2);

Licensed Transmission Operator means a Person who is authorised by a licence granted under Law No (2) & Law No (11) to transmit electricity and/or water;

Licensee means the Person to whom this Licence is granted;

Licensee's System means the electric lines owned or operated by the Licensee for the transport of electricity from Generation Units to the point(s) of connection with the Transmission and/or Distribution Systems for only the purposes of Self Supply;

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

Operational Control means the direct control by the Licensee over the performance of the Licensed Activities, 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;

Sector Regulatory Authority means those Government authorities or semi-government corporate bodies as defined in Decree No (42) of 2009 responsible for

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developing and monitoring the implementation of the Abu Dhabi EHSMS by all entities within their relevant sector;

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;

Self Supply means the supply of electricity by a Person to himself, his employees or his business, as defined in Law No (2) & Law No (11);

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 Systems means:

- a)
- b) the system consisting wholly or mainly of high voltage electric lines owned or operated by TRANSCO or a Licensed Transmission Operator and used for the transmission of electricity from one Generation Unit to a sub station or to another Generation Unit and includes any plant owned or operated by a Licensed Transmission Operator in connection with the transmission of electricity; and

UAE means the United Arab Emirates;

5. 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 or paragraph, the heading or title of any Condition or paragraph shall be disregarded;
- c) unless the context otherwise admits, any reference to a numbered Condition is a reference to the Condition bearing that number or prefix in this Licence and any reference to a paragraph is to the paragraph bearing that number or prefix in the Condition in which the reference occurs;
- d) any reference to a Schedule is a reference to the relevant Schedule in this Licence;
- e) terms used in this Licence shall unless the context otherwise admits have the

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- same meaning as ascribed to them in Law No (2) & Law No (11); and
- f) words in the singular include the plural and those in the plural include the singular.

Granted by
Eng. Mohammed Bin Jarsh Al Falasi
Undersecretary
Department of Energy

21 May 2020

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Part 2 – Generation Conditions

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

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Condition 1 – Compliance

1. In carrying out the Licensed Activities, the Licensee shall comply with the terms of this Licence and Law No (2) & Law No (11) at all times.

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 electricity for the purpose of sale or other disposition to third parties;
 - b) transmit electricity or otherwise convey electricity by any other means, except to the extent necessary to deliver electricity into the Transmission Systems and the Licensee's System;
 - c) engage in the distribution or supply of electricity to any premises, except for the purposes of Self Supply to the Licensee at the Facility;
 - d) generate electricity in excess of the capacities specified in Part 1, paragraph 4 of this Licence;
 - e) introduce charges for or otherwise derive commercial benefit from the Licensed Activities, except to the extent necessary for the purposes of Self Supply; or
 - f) without the prior written consent of the DoE, 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:
 - i) 25% of the production capacity of production facilities which generate electricity in the Emirate of Abu Dhabi.
2. The Licensee shall not without the prior written consent of the DoE carry on any activities other than the Licensed Activities or those other activities necessarily ancillary thereto.
3. The DoE reserves the right to request any information it deems necessary in order to consider an application for the DoE's consent under this Condition.

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Condition 3 – Asset Disposal

1. The Licensee shall not effect Asset Disposal or relinquish Operational Control over any Asset otherwise than in accordance with this Condition.
2. Save as provided in paragraph 3 of this Condition, the Licensee shall give the DoE at least two 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:
 - c) the subject Asset;
 - d) The circumstances of such intended Asset Disposal or relinquishment of Operational Control over such Asset.
3. Notwithstanding paragraphs 1 and 2 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.

4. The Licensee may effect Asset Disposal or relinquish Operational Control over any Asset that is specified in any notice given under paragraph 2 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
5. 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 2 of this Condition.

Condition 4 – Compliance with codes

1. The Licensee shall comply with the provisions of:
 - a) the Electricity Transmission Code of a Licensed Transmission Operator insofar as it is applicable;
 - b) the 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, Regulation 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 DoE 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 DoE from time to time which states that it is one with which the Licensee must comply.

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Condition 5 – Connection Agreement

1. There shall at all times be in place a Connection Agreement for each point of connection to a Distribution System and the Licensee shall provide to the DoE an executed copy of such current and valid Connection Agreement.
2. Modifications to an existing Connection Agreement shall not be made without the prior written approval of the DoE.
3. The Licensee shall at all times comply with every lawful term and condition of any current and valid Connection Agreement.
4. The Licensee shall procure, unless the DoE otherwise directs, the inclusion in every Connection Agreement a condition to the effect that:
 - a) the Distributor shall have control of the operation of the circuit breaker at the point of connection between the Generation Unit(s) and the Distributor's Distribution System;
 - b) the Licensee shall comply with any reasonable direction of the control centre of the Distributor or any Licensed Operator directly affected with respect to control of despatch of electricity;
 - c) the Licensee and the Distributor shall provide to each other, in a timely manner, such information as is reasonably necessary and required by the other for sound and proper operational and planning purposes;
 - d) the Licensee and the Distributor shall comply with any reasonable request of the other to provide information for operational and planning purposes;
 - e) 30 days notice be given by the Licensee to the DoE of any lapse or termination of, or material change to, a current and valid Connection Agreement; and
 - f) The final terms and conditions of every Connection Agreement shall be subject to the prior written approval of the DoE.

Condition 6 – Ancillary Services

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

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Condition 7 – Provision of Information to the DoE

1. Subject to paragraph 2 of this Condition, the Licensee shall submit to the DoE, in such manner and at such times as the DoE may require, such Information and shall procure and submit to it such reports, as the DoE 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 No (2) & law No (11).
2. Without prejudice to the generality of paragraph 1 of this Condition, the DoE may call for the submission of accounting Information.
3. The Licensee shall provide the DoE with any new or revised "Connection Agreement" (or similar use of system agreement) with a Licensed Transmission Operator or Licensed Distribution Operator and any subsequent amendments thereto.

Condition 8 – Health and safety

1. 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, the Licensee shall 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 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 Licensee's Health and Safety Policy, procedures and practice will be subject to an annual audit in accordance with the Abu Dhabi EHSMS.
6. Following this audit the Licensee will be expected to implement any improvement action required in accordance with the Abu Dhabi EHSMS in its health and safety procedures and practise which will be monitored by the DoE in coordination with the relevant Abu Dhabi EHSMS Sector Regulatory Authority.
7. 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.

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Condition 9 – 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 and in each subsequent year, the Licensee shall pay the Licence fees to the DoE in accordance with its Current Scale of Charges and Services.
3. Such fees and/or charges shall be paid by the Licensee to the DoE within one month of the DoE giving notice in writing to the Licensee of its charges.
4. It is noted that under Law No (2) & law No (11) the DoE is a separate legal personality with an independent budget and is funded by the payment of fees and/or charges by those persons awarded licences pursuant to Law No (2) & law No (11). Fees and charges collected by the DoE are a necessary part of its operations as they enable it to maintain an independent revenue source.
5. Accordingly, 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 revoke the Licence under Condition 13.

Condition 10 – 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 11 – Environmental matters

1. Taking due account of any guidance issued to it by the DoE and/or applicable environmental standards prevailing in the Emirate of Abu Dhabi and the UAE, the Licensee shall establish an Environment 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 Environment Policy, the operational objectives and management arrangements.
3. The Licensee shall, upon the establishment and material change of the Environment Policy, promptly send 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 Environment Policy and operational objectives and use its reasonable endeavours to operate the management arrangements effectively.

Condition 12 – Revocation

1. The DoE may at any time revoke this Licence by giving at least 30 days prior written notice 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 of this Licence 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 breaches any Condition of this Licence;
 - d) if any information provided by the Licensee pursuant to this Licence or in its application for this Licence is found to be false or misleading;
 - e) if the Licensee fails to comply with:
 - i) any administrative sanctions mentioned in Law No (11) (including Article 10 or 11 thereof) a preliminary order made by the DoE pursuant to Article (107) of Law No (2); or
 - ii) a final order made by the DoE pursuant to Article (106) of Law No (2); or
 - iii) an order which has been confirmed by the DoE pursuant to Article (109) of Law No (2),and such failure is not rectified to the satisfaction of the DoE within three months after the DoE has given notice to the Licensee, provided that no notice shall be given by the DoE before the expiration of a reasonable period within which an application under Law No (2) or Law No (11) (as appropriate) could be made questioning the validity of items (i) to (iii) above;
 - f) if the Licensee ceases to carry on the Licensed Activities permitted by this Licence;
 - g) if the Licensee:
 - i) becomes 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 Control;

- h) if the Licensee is convicted of having committed an offence under Law No (11) in making its application for this Licence;
 - i) on expiry of the duration of the existence of the Licensee as specified in its memorandum and articles of association; or
 - j) on the dissolution of the Licensee by the operation of Law No (11) or any other applicable law in the UAE on its merger with another entity.
2. Any notice issued pursuant to paragraph 1 of this Condition shall specify:
- a) the basis upon which the DoE is revoking this Licence; and
 - b) The date upon which the revocation will take effect.
3. For the purpose of paragraph 1(g)(ii) of this Condition 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.

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Condition 13 – Regulations

1. The Licensee shall comply with all regulations issued by the DoE pursuant to Law No (2) & Law No (11) insofar as applicable.

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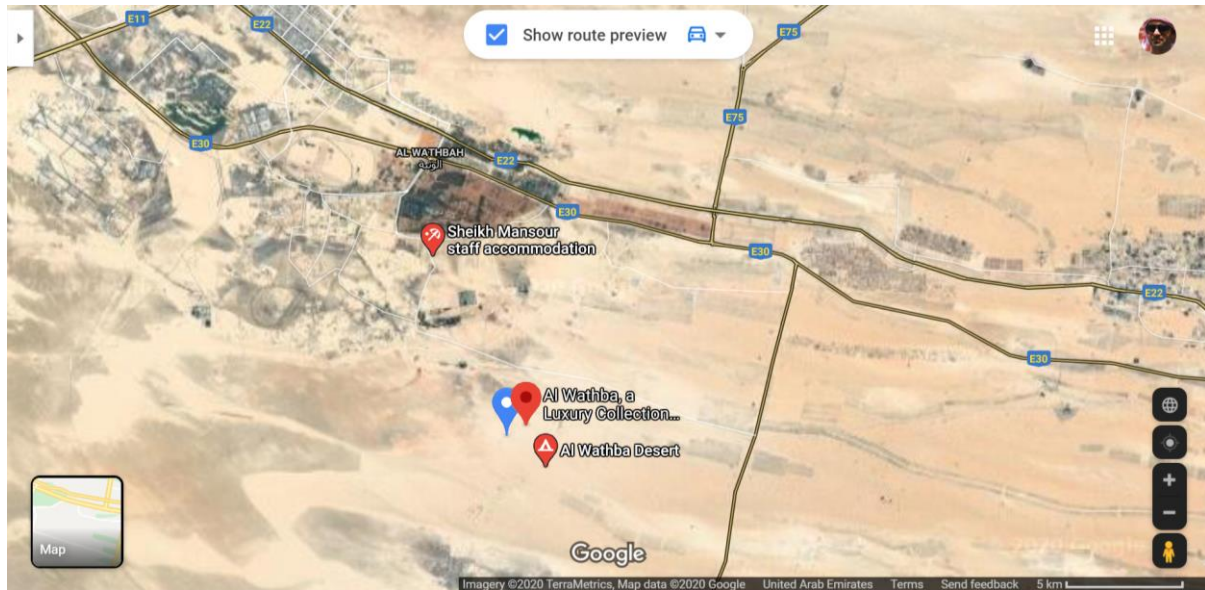
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Condition 14 – Transfer of Licence

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.

Schedule 1 Authorised Area

Description of Authorised Area



Author
Licensing and Compliance
Dept.

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0

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21 May 2020

Approved by
Undersecretary