



# DHAFRAH PV2 ENERGY COMPANY L.L.C. Electricity Generation Licence





# Licence development

Original issue

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## Part 1 – The Licence

### 1. Grant of licence

The Department of Energy hereby grants a generation licence (“**Licence**”) to **Dhafrah PV2 Energy 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 No 11 of year 2018

### 2. Conditions of licence

The licence is granted subject to the Conditions in Part 2 and for the period referred to the licence. The licence is subject to modification in accordance with its terms or with Article (98) of Law No (2). The licence is also subject to revocation in accordance with Condition 12.

### 3. Licence term

This Licence:

- a) is effective from 30 May 2021, and
- b) unless revoked in accordance with the provisions of Condition 12,

this Licence shall continue until it is terminated by not less than 25 years notice in writing given by the Department of Energy to the Licensee.

### 4. Licensed Activities

The activity 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 installed capacity of 1,500 megawatts (“**MW**”)<sup>1</sup> at the facility known as **Dhafra Solar Photovoltaic (PV) IPP** at Al Dhafra Region in Abu Dhabi.

### 5. Definitions

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

**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;

<sup>1</sup> Reference note: maximum installed capacity has been calculated in accordance with Reference Site conditions of (i) solar irradiation of 1060 W/m<sup>2</sup> GHI (Global Horizontal Irradiance) and ~220 W/m<sup>2</sup> DHI (Diffuse Horizontal Irradiance); (ii) Ambient temperature of 46°C and (iii) power factor 1. Actual power will vary with the weather and ambient conditions, the value of 1,663 MVA herein is for reference.



**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 Code;
- 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 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 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);

**Available** in relation to any Generation Unit means a Generation Unit which is both (a) available in accordance with a Electricity Transmission Code; and (b) declared as available for the generation of electricity;

**Central Despatch** means the process of issuing direct instructions for despatch of available Generation 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 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;

**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 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;

**EWEC** means Emirates Water and Electricity Company;

**DoE** 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);

**Electricity Distribution Code** means in relation to any distribution company an electricity distribution code or codes required to be drawn up by a Licensed 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;

**Environmental 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;

**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 Business** means the authorised business of the Licensee or any affiliate or any Related Undertaking in the generation of electricity;

**Generation Unit** means any plant or apparatus for the generation of electricity including a facility comprising one or more generation units;

**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;

**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** 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 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) 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) to undertake a regulated activity as defined in Law No (2);

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

**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 and 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 DoE, as from time to time revised with the approval of the DoE;

**Operational Balancing Purposes** means purposes necessarily ancillary to the conduct of the Licensed Activities involving the filling up or drawing down of water in storage (for SelfSupply only);

**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 subcontracted by the Licensee to a third party;

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

**Power Purchase Agreement** means the power purchase agreement entered between the licensee and EWEC, as may be amended from time to time, pursuant to which the licensee sells and EWEC purchases the electricity despatched by any Generation Unit.

**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 electricity from available Generation 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 Systems** means 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 substation 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;





## 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; and
- e) terms used in this Licence shall unless the context otherwise admits have the same meaning as ascribed to them in Law; and
- f) words in the singular include the plural and those in the plural include the singular.

**Granted by:**

**Mohammed Bin Jarsh Al Falasi**  
**Undersecretary**



## Part 2 – Electricity Generation Conditions

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

### Condition 1 – Compliance

1. In carrying out the Licensed Activities, the Licensee shall comply with the terms of this Licence and Law at all times.
2. The Licensee shall comply with all regulations issued by the DOE pursuant to Article (62) of Law No (2) in so far as applicable.
3. The Licensee shall comply with any directions, instructions, or decisions issued by the DoE in fulfilment of the DoE's duties under the law.
4. 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 or guideline which states that it is one with which the Licensee must comply.
5. The Licensee must obtain the prior written approval of the DOE in connection with any amendment of, or extension to, the Power Purchase Agreement entered into between the Licensee and EWEC.
6. 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 4 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 4(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.

### 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;
  - c) engage in the business of water storage, except for Operational Balancing Purposes;
  - d) engage in the business of distribution or supply of electricity to any premises;
  - e) generate electricity in excess of the capacities specified in the Licence;
  - 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 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.

### 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
  - 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 2 of this Condition.

#### Condition 4 – 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 DoE (as regards 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 DoE.



2. Following consultation with a Licensed Transmission Operator and any other Licensed Operator liable to be materially affected thereby, the DoE 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 5 – Central scheduling, despatch and metering**

1. The Licensee shall submit all Available Generation Units forming part of a generating station which is capable of providing generation capacity 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 Electricity 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.
3. The Licensee shall coordinate with TRANSCO concerning the commissioning of any new Available Generation Units envisaged under the Licence.

#### **Condition 6 – 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 Generation Unit of the Licensee.
2. Following consultation with a Licensed Transmission Operator and any other Licensed Operator liable to be materially affected thereby, the DoE may issue directions relieving the Licensee of its obligations under paragraph 1 of this Condition in respect of such parts of the Ancillary Services as may be specified in that decision.

#### **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.
2. Without prejudice to the generality of paragraph 1 of this Condition, the DoE may call for the submission of accounting information.



3. In paragraphs 1 and 2, 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.

### Condition 8 – Health and safety

1. Taking due account of any guidance issued to it by the Department of Energy 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 to the Department of Energy 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 Department of Energy may, taking into account the Licensee's overall health and safety performance as determined under paragraph 5 of this Condition, require an indepth 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 to decree No.42 for the year 2009.
7. Licensee who failed to cope with clause 8 above, is required to undergo for the registration process under DOE as the SRA for Energy and District cooling sector. Licences conditions will move in parallel with registration process.
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 and following its registration under DOE as the SRA, 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 the Audits/Inspections the Licensee is expected to implement the appropriate corrective actions as stipulated in the SRA Management guide and any



other recommendations from DOE. Otherwise it will be exposed to the withdrawal of the OSH certificate and the consequent punitive legal action.

#### **Condition 9 – Fees**

1. The Licensee shall, at the times stated hereunder, pay to the Department of Energy 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 2022 and in each subsequent year, the Licensee shall pay the Licence fees to the Department of Energy in accordance with its Current Scale of Charges and Services.
3. Such fees and/or charges shall be paid by the Licensee to the Department of Energy within one month of the Department of Energy giving notice in writing to the Licensee of its charges.
4. The Licensee must pay fees and/or charges to the Department of Energy in accordance with this Condition and any failure to do so will be a ground for the Department of Energy to revoke the Licence under Condition 12.

#### **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. 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 12 – 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 7 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 any enforcement action, enforcement order, written warning, administrative penalty or other administrative action pursuant to Articles 10 and 11 of Law No (11);
  - 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;
  - 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 13 – 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 14 – Amendment to the Power Purchase Agreement

1. The Licensee shall provide the DoE with all relevant information and justification in relation to any actual or proposed amendment or termination of any power and / or water purchase agreement (including the Power Purchase Agreement).

### Condition 15 – Licence Amendments

1. Without prejudice to any provisions in the Law, this Licence may be modified by DOE as follows:
  - a) The DOE shall provide notice of any licence amendment to the Licensee, containing the proposed amendments to this Licence either by its own motion or following a request from the Licensee;
  - b) Unless otherwise agreed with the Licensee, the Licensee shall have a minimum of one (1) calendar month to review and consider the proposed Licence amendments and the DOE shall make itself available to discuss such Licence



- amendments during such time and shall publish a notice on its website inviting any comments on such proposed Licence modification;
- c) Following receipt of any written representations from the Licensee received by the DOE before the end of the review period set out in paragraph b), the DOE will give careful consideration to such representations and may engage in such further consultation with the Licensee as it considers appropriate taking into account the nature, value and complexity of the proposed Licence amendment;
  - d) Following such consultation, the DOE will issue a revised Licence to the Licensee consolidating any such Licence amendments;
  - e) The Licensee may, within one (1) calendar month, object to the revised Licence issued, by writing to the DOE Chairman with reasons and any proposal for alternative Licence amendments. The DOE Chairman may in his/her absolute discretion review and consider such representations in good faith and provide a written direction as to any further action that should be taken (if any).
  - f) The Licensee may appeal any DOE decision in accordance with any dispute resolution procedures issued by DOE.



### Schedule 1

