



مكتب التنظيم والرقابة لقطاع الكهرباء و المياه
RSB FOR ELECTRICITY & WATER

**REGULATORY AND SUPERVISORY BUREAU
FOR ELECTRICITY AND WATER SECTOR
PERMIT FOR DISTRICT COOLING SERVICES**

**GRANTED PURSUANT TO EXECUTIVE
COUNCIL RESOLUTION (6) OF 2021**

TO

DUBAI FESTIVAL CITY COOLING CO LLC

PERMIT #10-2021

VERSION 1.1

FIRST GRANTED: 13TH DECEMBER 2021

DUBAI, UAE

AMENDMENT HISTORY

| Issue no. | Modification | Prepared | Date |
|------------------|--------------------------|---|-------------|
| 1.0 | First issue | James Grinnell | 13-12-2021 |
| 1.1 | Adjusted for publication | <small>DocuSigned by:</small> <i>James Grinnell</i> <small>232A33C51A3D477...</small> | 16/08/2022 |

Contents

| | |
|--|---|
| SECTION ONE – DEFINITIONS AND INTERPRETATION | 4 |
| 1. Definitions..... | 4 |
| 2. Interpretation..... | 4 |
| SECTION TWO – THE PERMIT | 5 |
| 1. Grant of Permit..... | 5 |
| 2. Term of Permit..... | 5 |
| 3. Amendments and Revocation..... | 5 |
| 4. Correspondence..... | 5 |
| SECTION THREE – PERMIT CONDITIONS..... | 6 |
| CONDITION 1 Conditions..... | 6 |
| CONDITION 2 Prohibited Activities | 6 |
| CONDITION 3 Compliance with Laws and Regulations..... | 6 |
| CONDITION 4 Schedules | 6 |
| CONDITION 5 Tariffs | 6 |
| CONDITION 6 Provision of Information..... | 6 |
| CONDITION 7 Accounting..... | 6 |
| CONDITION 8 Health and Safety..... | 7 |
| CONDITION 9 Emergencies and Security Arrangements..... | 7 |
| CONDITION 10 Third Party Insurance..... | 7 |
| CONDITION 11 Suspension and Revocation..... | 7 |
| CONDITION 12 Transfer of Permit..... | 8 |
| CONDITION 13 Avoidance of Public Nuisance..... | 8 |
| Schedule 1: District Cooling System description..... | 9 |

SECTION ONE – DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

Whenever stated in this Permit, the following words and expressions shall have the meanings assigned to them unless the context indicates otherwise:

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| Control | Means in respect of a person by another, that a person (whether alone or with its affiliates and whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise): (a) owns or controls (whether directly or otherwise) fifty-one per cent (51%) or more of the equity share capital, voting capital or the like of the controlled person; or (b) has the right, through ownership of equity share capital or voting capital, by contract, or otherwise, to control the compositions of, or the appointment of, a majority of the members of the board of directors, board of management or other equivalent or analogous body of the controlled person. |
| Information | Includes any documents, accounts, estimates, analysis, returns or reports (whether or not prepared specifically at the request of the RSB) of any description specified by the RSB. |
| Permitted Activities | Activity allowed to be carried out by the Permit Holder pursuant to Section 2 of this Permit and in accordance with the terms and Conditions of this Permit. |
| Regulations | Regulations issued by the RSB from time to time pursuant to Article 4 of the Resolution. |
| Resolution | Executive Council Resolution No (6) of 2021 Regulating the Provision of District Cooling Services in the Emirate of Dubai. |
| Self-Insurance | The Permit Holder's financial capacity to meet any liability to a third party in respect of which the Permit Holder does not otherwise have insurance. |

2. INTERPRETATION

For the purpose of this Permit:

- a. where any obligation of the Permit Holder is required to be performed within a specified time limit, that obligation shall be deemed to continue after that time limit if the Permit Holder fails to comply with that obligation within that time limit;
- b. Capitalised terms not otherwise defined in this Permit shall have the meaning given to them in the Resolution;
- c. any reference to "Condition" or "Schedule" is a reference to the Condition in, or Schedule to, this Permit;
- d. in construing any Condition in this Permit, the heading or title of such Condition shall be disregarded; and
- e. the words "includes" and "including" are to be construed without limitation.

SECTION TWO – THE PERMIT

1. GRANT OF PERMIT

Pursuant to Executive Council Resolution 6 of 2021, and subject to the Conditions set out in section three, the RSB grants a Permit to **Dubai Festival City Cooling Co L.L.C** (the "Permit Holder") to provide **District Cooling Services** (the "Permitted Activities") using the District Cooling Systems and applicable tariffs specified in the Schedules attached hereto.

2. TERM OF PERMIT

This Permit shall come into force on **13th December 2021**, and unless revoked in accordance with provisions of Condition 11 below, shall continue until terminated by not less than **twenty (20)** years notice in writing from the RSB to the Permit Holder.

3. AMENDMENTS AND REVOCATION

This Permit is subject to (i) amendment in accordance with its terms and Conditions or with Article 7 of the Resolution and (ii) revocation in accordance with Condition 11.

4. CORRESPONDENCE

All correspondence, notices (including any notices issued by the RSB pursuant to the Resolution), instructions, consents and other communications between the RSB and the Permit Holder shall be in English, in electronic form and shall be sent to the following addresses (or such other address as may be notified by one party to the other from time to time):

| | |
|--|--|
| The Regulatory and Supervisory Bureau for the Electricity and Water Sector DCPermitting@RSBDubai.gov.ae Attention: The Executive Director | Al Futtaim Group Real Estate Abdallah.hageali@alfuttaim.com Attention: The Group Director |
|--|--|

APPROVED BY: GRAEME SIMS, EXECUTIVE DIRECTOR

DocuSigned by:
Graeme Sims
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SECTION THREE – PERMIT CONDITIONS

CONDITION 1 CONDITIONS

The Conditions in this section shall apply to the Permitted Activities.

CONDITION 2 PROHIBITED ACTIVITIES

The Permit Holder shall not:

- a. sell, supply or provide Cooling Energy from any District Cooling System or furnish any District Cooling Services in any manner to any Person, unless explicitly permitted to do so in accordance with the terms and Conditions of this Permit; and
- b. without the consent in writing of the RSB, hold any economic interest, whether by the ownership of shares or otherwise, in any entity that furnishes any District Cooling Services.

CONDITION 3 COMPLIANCE WITH LAWS AND REGULATIONS

- a. The Permit Holder shall comply with all applicable laws of the Emirate and all federal laws of the United Arab Emirates as applicable in the Emirate. Specifically, the Permit Holder shall conduct the Permitted Activities at all times in accordance with the Resolution, including all Regulations and this Permit, including all Schedules.
- b. The Permit Holder shall, on an annual basis, or at such other intervals as the RSB may direct from time to time, prepare and submit to the RSB a statement setting out how the Permit Holder is complying with its obligations under the Resolution, including all Regulations and the Conditions in this Permit. Such statement shall set out how the Permit Holder proposes to continue to comply with the Regulations issued by the RSB and applicable standards concerning the Permitted Activities prevailing in the Emirate.

CONDITION 4 SCHEDULES

The RSB has issued Schedules for the **District Cooling Systems** referred to in this Permit. Pursuant to the Resolution and following an application by a Permit Holder for a (further) Schedule, the RSB may issue a Schedule for a **District Cooling System** and such Schedule shall be incorporated into this Permit.

CONDITION 5 TARIFFS

The Permit Holder shall adopt the tariffs approved for use by the Council for the Schedule concerned.

CONDITION 6 PROVISION OF INFORMATION

The Permit Holder shall furnish to the RSB, in such manner and at such times as the RSB may require, such documents, accounting information, estimates, returns or reports (whether or not prepared specifically at the request of the RSB) of any description, as the RSB may consider necessary in the light of these Conditions or as it may require for the purpose of performing the functions assigned to it by, or under, the Resolution.

CONDITION 7 ACCOUNTING

- a. The Permit Holder shall keep separate accounts showing the financial affairs of the Permitted Activities and any other unregulated activities of the Permit Holder. The Permit Holder must, for the Permitted Activities, keep and submit for review by the RSB, accounting records for the Permitted Activities and reasonable accounting policies, including independent audit, within six (6) months of the end of the Permit Holder's financial Year.

- b. The Permit Holder shall maintain positive net assets at all times.

CONDITION 8 HEALTH AND SAFETY

- a. The Permit Holder shall, taking account of any guidance issued to it by the RSB and any applicable health, safety and environmental standards prevailing in the Emirate of Dubai, establish a health and safety management system designed to protect the health and safety of persons from the effects of Permitted Activities.
- b. At least 3 months prior to the date of commencement of Permitted Activities, the Permit Holder shall send to the RSB a copy of its health and safety policy together with a general description of the applicable operational objectives of its health and safety management system.
- c. The Permit Holder shall perform the Permitted Activities in a manner consistent with the health and safety management system as described to the RSB.

CONDITION 9 EMERGENCIES AND SECURITY ARRANGEMENTS

- a. The Permit Holder shall develop and implement such arrangements as are prudent to ensure safety and, where reasonably practicable, the continuity of its operations in the event of any foreseeable emergency.
- b. The Permit Holder shall take such action as the RSB may reasonably require, to plan and prepare for emergencies, including taking part in tests and exercises.

CONDITION 10 THIRD PARTY INSURANCE

- a. The Permit Holder shall maintain insurance against third party liabilities, in respect of its Permitted Activities, on terms approved by the RSB (including with respect to type, cover, level and identity of the insurer(s)). Notwithstanding the foregoing, the Permit Holder shall not be required to maintain such insurance to the extent that the Permit Holder can demonstrate, to the reasonable satisfaction of the RSB, that it has the financial capacity to meet any liability to a third party in respect of which the Permit Holder does not otherwise have insurance.
- b. The Permit Holder shall, except as the RSB may otherwise consent, procure that every insurance policy maintained pursuant to this Condition 10 shall bear an endorsement to the effect that a minimum of thirty (30) days' notice shall be given to the RSB by the insurer or insurance broker of any lapse or cancellation of, or material change to, the policy.

CONDITION 11 SUSPENSION AND REVOCATION

- a. The RSB may at any time suspend or revoke this Permit, or any Schedule hereof, by giving no less than thirty (30) days written notice to the Permit Holder (unless the relevant breach is cured before the expiry of such thirty (30) day period):
 - i. if the Permit Holder agrees in writing with the RSB that this Permit or a Schedule hereof, should be suspended or revoked;
 - ii. if the Permit Holder ceases to undertake the Permitted Activities for a period exceeding ninety (90) days, except where the RSB is satisfied that this has occurred as a result of events beyond the reasonable control of the Permit Holder in which case the RSB shall substitute such longer period as it considers reasonable in the circumstances;

- iii. if the Permit Holder fails to comply with a notice issued by the RSB pursuant to Article (14) of the Resolution and such failure is not rectified to the satisfaction of the RSB within three (3) months of the date of issuance thereof;
 - iv. if the Permit Holder has been declared insolvent;
 - v. if the Permit Holder suffers a change of Control without the RSB's prior written approval;
 - vi. if it is found that the grant of this Permit has been based on inaccurate or incorrect information provided by the Permit Holder;
 - vii. on the dissolution of the Permit Holder.
- b. For the purpose of Condition 11(a)v., there is a change in the Control of the Permit Holder whenever a person obtains Control of the Permit Holder who did not have Control of the Permit Holder when this Permit was granted.

CONDITION 12 TRANSFER OF PERMIT

- a. The Permit Holder shall not, nor shall any Person acting on behalf of the Permit Holder pursuant to a power of attorney, security arrangement or other security document, transfer the Permit without the prior written consent of the RSB. In giving such consent, the RSB shall apply the same criteria as it applies for new applicants for a Permit. Any purported transfer in breach of this Condition shall be null and void.
- b. The RSB may make consent given under this Condition 12 subject to compliance with (i) such modifications or other Conditions as the RSB considers necessary or expedient for the purpose of protecting the interests of customers, and (ii) such incidental or consequential modifications or Conditions as it considers necessary or expedient.

CONDITION 13 AVOIDANCE OF PUBLIC NUISANCE

- a. The Permit Holder shall take all reasonable measures in performing the Permitted Activities to minimise public nuisances such as leaks of heat transfer media, and excessive air and noise.
- b. The Permit Holder shall keep a record of all complaints associated with public nuisance.
- c. The Permit Holder shall take all reasonable steps (in an efficient and timely manner) to remedy any complaints presented under Condition 13(b).

SCHEDULE 1: DISTRICT COOLING SYSTEM DESCRIPTION

| | | | | | | | |
|----------------|---------------------|---------------|-----------|----------------------------------|--------|---------------------------------------|---|
| System: | Dubai Festival City | Plant: | 1 x Water | Authorised Capacity (TR): | 50,000 | RO Facility m³/day: | - |
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