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ED/L03/ 034	Director General	1. GTTPC 2. Bureau Controlled Documents

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**Consent to Gulf Total Tractebel Power Company PJSC (GTTPC)  
under Articles (127) and (128) of Law No (2) of 1998  
and under Condition (13) of GTTPC's Licence**

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**ED/L03/034**

**30 October 2008**

<b>Consent to GTTPC under Articles (127) and (128) of Law No (2) of 1998 and under Condition (13) of GTTPC's Licence</b>				
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Gulf Total Tractebel Power Company PJSC (GTTPC)  
P O Box 52862  
Abu Dhabi

**Consent under Articles (127) and (128) of Law No (2) of 1998 and under Condition (13) of GTTPC's Licence**

**1. Introduction**

- 1.1 GTTPC holds the Licence and is a licensed operator for the purposes of the Law.
- 1.2 It is proposed that Suez will merge with GdF creating a newly formed company to be known as GdF Suez. GdF Suez will be a publicly listed company.
- 1.3 Consent is required from the Bureau under Articles (127) and (128) of the Law to the extent which they apply to the Proposed Transaction, and under the Licence where there is a change in Control of a licensed operator.

**2. Definitions**

- 2.1 Terms used in this Consent shall, unless defined herein or the context otherwise admits, have the same meanings as ascribed to them in the Law or the Licence

**Bureau:** means the Regulation and Supervision Bureau for the Water, Wastewater and Electricity Sector of the Emirate of Abu Dhabi, as established under the Law.

**Companies:** mean, collectively, Suez, GdF, Electrabel S.A, Suez-Tractebel S.A, GdF Suez, Tractebel Parts & Repairs FZE and Total Tractebel Emirates Power Company

**Consent:** means this consent granted by the Bureau to GTTPC under Articles (127) and (128) of the Law and under the Licence

**Control:** means control as it is defined in Condition 13 of the Licence

**GdF:** means Gaz de France, a company registered under the laws of France and the proposed entity Suez will merge with under the Proposed Transaction

**GdF Suez:** means the new company and the ultimate holding company of GTTPC under the Proposed Transaction

**GTTPC:** means Gulf Total Tractebel Power Company PJSC

**Law:** means Law No (2) of 1998 concerning the Regulation of the Water, Wastewater and Electricity Sector in the Emirate of Abu Dhabi (including amendments and re-enactments thereof)

**Licence:** means the licence numbered ED/L01/011, Issue 1, Rev (2), granted by the Bureau to GTTPC to carry out Water Desalination and Electricity Generation, in each case at the facility known as Taweelah A1 and A10 (as modified from time to time)

**Suez:** means Suez S.A, a company registered under the laws of France and, as at the date of this Consent, the ultimate holding company of GTTPC

**Proposed Transaction:** means the proposed merger between Suez and GdF forming a new company to be known as GdF Suez

### 3. Consent

3.1 Subject to the conditions as described at paragraph 4 below, the Bureau hereby grants its consent:

- (a) under Articles (127) and (128) of the Law to the extent that they apply to the Proposed Transaction; and
- (b) under the Licence to the change in Control of GTTPC as a result of the Proposed Transaction.

### 4. Conditions

4.1 This Consent is subject to the following conditions:

- (a) GTTPC must continue to comply with all of the requirements of the Law and the Licence;
- (b) No occurrence of a change in Control of any of the Companies without the prior written consent of the Bureau being obtained to such proposed change ;
- (c) The Bureau shall be advised of any changes to the composition of the board of directors of any of the Companies that lead to a change in Control within thirty (30) days of GTTPC becoming aware of such changes;
- (d) The Bureau shall be given no less than thirty (30) days notice of any changes in the situation described in 4.1(b) and any changes in the situation as described in the document headed "*APPENDIX 2 referred to: Suez-GDF Merger – Corporate Post Merger Structure Pertinent to GTTPC*" under cover of letter dated 1 March 2008 from Hedef Legal Consultants and attached to this Consent.

### 5. Effective Date of Consent

5.1 This Consent as modified is effective from 30 October 2008.

#### Consent to GTTPC under Articles (127) and (128) of Law No (2) of 1998 and under Condition (13) of GTTPC's Licence

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## **6. Modification and Revocation**

- 6.1 This Consent is subject to modification or revocation by the Bureau at any time by written notice to GTTPC.
- 6.2 For the avoidance of doubt, this Consent relates only to the Proposed Transaction in relation to Articles (127) and (128) of the Law and the Licence. This Consent is not a consent to the performance of any obligation or the exercise of any right or any other matter in relation to the Proposed Transaction which might have the effect of causing a breach of the Licence, the Law or otherwise. In such circumstances, this Consent shall not in any way affect the powers or rights of the Bureau in relation to such a breach.

**GRANTED for and on behalf of the Bureau by:**

**Nicholas Carter**  
Director General

**Dated this**            day of                                    2008.

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