

Document	Approved by	Recipients of controlled
ED/L03/035	Director General	1. SCIPCO 2. Bureau Controlled Documents

---

---

**Consent to Shuweiha CMS International Power Company (SCIPCO)  
under Articles (127) and (128) of Law No (2) of 1998**

---

**ED/L03/035**

**25 September 2008**

---

**Consent to SCIPCO under Articles (127) and (128) of Law No (2) of 1998**

Author	Document	Revision	Publication date	Approved by
GL	ED/L03/035	Issue 1	25 September 2008	Director General

---

**Shuweihat CMS International Power Company (SCIPCO)**  
**P O Box 32398**  
**Abu Dhabi**

**Consent to SCIPCO under Articles (127) and (128) of Law No (2) of 1998**

**1. Introduction**

- 1.1 SCIPCO holds the Licence and is a licensed operator for the purposes of the Law.
- 1.2 The Sellers have agreed to transfer all of their equity and partnership interests in the Sale Company (which is the owner of 40% of the share capital of SCIPCO) to Summit.
- 1.3 Consent is required from the Bureau under Articles (127) and (128) of the Law to the transfer of assets and liabilities by 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

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

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

**Law:** means Law No (2) of 1998 as amended by Law No (19) of 2007 concerning the regulation of the water and electricity sector in the Emirate of Abu Dhabi, and Law No (17) of 2005 concerning the regulation of the wastewater sector as amended by Law No (18) of 2007.

**Licence:** refers to the licence number ED/L01/012, Issue 1, Rev (0), granted by the Bureau to SCIPCO to carry out Water Desalination and Electricity Generation in each case at the facility known as SCIPCO S1, as modified from time to time;

**Sale Company:** means Shuweihat Limited Partnership

**SCIPCO:** means Shuweihat CMS International Power Company PJSC, which is 40% owned by the Sale Company

**Sellers:** mean TAQA Generation Investment Company VII and Abu Dhabi National Energy Company PJSC (TAQA)

**SPA:** means the agreement to be entered into for the sale and purchase of shares in the Sale Company

**Sumitomo:** means Sumitomo Corporation

**Summit:** means Summit Global Management VIII B.V., which is wholly owned by Sumitomo

**Transaction:** means the transfer of the Sellers' equity and partnership interests in the Sale Company to Summit

### **3. Consent**

3.1 Subject to the conditions identified in paragraph 4 below, the Bureau hereby grants its consent under Articles (127) and (128) of the Law to the Transaction.

### **4. Conditions**

4.1 This Consent is subject to the following conditions:

- (a) SCIPCO continuing to comply with all of the requirements of the Law and the Licence;
- (b) Summit remaining a wholly and directly owned subsidiary of Sumitomo;
- (c) No occurrence of a change in Control of the Sale Company, SCIPCO, Summit or Sumitomo without the prior consent of the Bureau to such change being obtained; and
- (d) The Bureau shall be advised in writing of any changes to the composition of the board of directors of the Sale Company, SCIPCO, Summit or Sumitomo.

### **5. Effective Date of Consent**

5.1 This Consent is effective on 25 September 2008.

### **6. Modification and Revocation**

6.1 This Consent is subject to modification or revocation by the Bureau at any time by written notice to SCIPCO.

#### **Consent to SCIPCO under Articles (127) and (128) of Law No (2) of 1998**

Author	Document	Revision	Publication date	Approved by
GL	ED/103/035	Issue 1	25 September 2008	Director General

6.2 For the avoidance of doubt, this Consent relates only to the Transaction in relation to Articles (127) and (128) of the Law. This Consent is not a consent to the performance of any obligation or the exercise of any right or any other matter contained in the SPA or in relation to the 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:**

**NICK CARTER**  
Director General

**Dated** this 25<sup>th</sup> day of September 2008.

**Consent to SCIPCO under Articles (127) and (128) of Law No (2) of 1998**

Author	Document	Revision	Publication date	Approved by
GL	ED/103/035	Issue 1	25 September 2008	Director General