

REPUBLIC OF MOZAMBIQUE  
MINISTRY OF ECONOMY AND FINANCE  
LEGAL AND NOTARIAL AFFAIRS DIRECTORATE  
PRIVATE NOTARY OFFICE

ADDENDUM TO THE PUBLIC DEED OF THE MAPUTO PORT CONCESSION  
CONTRACT

GRANTORS:

1ST GOVERNMENT OF MOZAMBIQUE – MINISTRY OF TRANSPORT AND  
COMMUNICATIONS

2ND MPDC – SOCIEDADE DE DESENVOLVIMENTO DO PORTO DE MAPUTO,  
S.A.

**ADDENDUM TO THE PUBLIC DEED OF THE MAPUTO PORT CONCESSION AGREEMENT,  
ENTERED INTO BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE, THROUGH  
THE MINISTRY OF TRANSPORT AND COMMUNICATIONS AND MPDC – SOCIEDADE DE  
DESENVOLVIMENTO DO PORTO DE MAPUTO, S.A.**

On the twenty-third day of the month of February of the year two thousand and twenty-four, in this City and in the Galeria do Porto de Maputo, on Avenida Mártires de Inhamitanga – Recinto do Porto de Maputo, before me, **Dário Ferrão Michonga**, Graduate in Law and Private Notary of the Ministry of Economy and Finance, a function that I exercise under the provisions of article fourteen of the Organic Statute of the aforementioned Ministry, approved by Resolution number fifteen bar two thousand and twenty, of May thirteen, in conjunction with the Appointment Order of His Excellency the Minister of Economy and Finance, dated January sixth, two thousand and sixteen, appeared as grantors:

**FIRST : THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE**, through the **Ministry of Transport and Communications**, in this act represented by His Excellency Minister **Mateus Magala**, of Mozambican nationality, born in Maputo, holder of Identity Card number 110102501826C, issued on the nineteenth of January, two thousand and twenty-three, by the Civil Identification Directorate of Maputo, acting on behalf of and representing the Conceding Authority, under the terms of Decree No. 04/2024, of twenty-third January, hereinafter referred to as the “**Conceding Authority**”.

**SECOND: MPDC – SOCIEDADE DE DESENVOLVIMENTO DO PORTO DE MAPUTO, SA**, a public limited company, registered at the Registry of Legal Entities under number 13988, with registered office at Praça dos Trabalhadores, Porto de Maputo, of Maputo City, NUIT 400095655, in this act represented by Mr. **Osório Sales Lucas**, of Mozambican nationality, born in Maputo, holder of Identity Card number 110100000730M, issued on the twenty-sixth of September two thousand and fourteen, by the Civil Identification Directorate of Maputo, which grants in his capacity as Executive Director, hereinafter referred to as “**MPDC**” or “**Company**”.

I have verified his identity by presenting his identity card and the quality and sufficiency of his powers, having regard to what is stated in the Minutes of the Extraordinary General Meeting of the Company held on the thirteenth day of December two thousand and twenty-three, documents which form part of this deed and copies of which are on file.

The Conceding Authority, and MPDC shall be individually referred to as “Party” and collectively as “Parties”.

## WHEREAS:

- A. The Conceding Authority awarded the concession of the Port of Maputo to the Company in the terms of an agreement dated 22 September 2000, as amended by a supplementary agreement dated 21 March 2003, an addendum dated 30 July 2010 and a third addendum dated 1 June 2022, the terms of which were published by Decrees No. 22/2000 of 25 June; No. 3/2003 of 18 February; No. 21/2010 of 30 June; and No.11/2022, of 4 April, respectively, and together referred to as the **"Concession Agreement"**.
- B. The current regulatory framework renders it unnecessary/dispensable to maintain the Portos e Caminhos de Ferro de Mocambique - E.P as a party to this Addendum.
- C. Under the terms of the Concession Agreement, it is the responsibility of the Company, to finance, manage, operate, maintain, develop, optimize and execute, at its own expense and risk, the Rehabilitation Works and Development Works within the Port Concession Area (as defined in the Concession Agreement);
- D. MPDC requested the extension and amendment of the Concession Agreement, with a view to carrying out additional investments, proposed by it in accordance with the master plan submitted to the Conceding Authority on March 31, 2022 (the **"Revised Port Master Plan"**), in order to increase in capacity and efficiency of the Port of Maputo;
- E. The Conceding Authority posed a challenge to MPDC to carry out larger investments than those initially proposed by it, particularly with regards to the container terminal and the coal terminal, to address the challenges related to ports competitiveness in the region and to the positioning of the Port of Maputo as a strategic port of reference in the medium and long term;
- F. MPDC and its shareholders accepted the challenge from the Conceding Authority and expressed their commitment and agreed to progressively carry out the relevant additional investments following entry into of this Addendum;
- G. The Parties acknowledge that to ensure the amortization and return of the total investment requested by the Conceding Authority, in the global amount of approximately USD 2,060,000,000 (two billion and sixty million United States Dollars), it is necessary to extend the Term of the Concession Agreement. In addition, to facilitate the raising of third-party debt for the purposes of the proposed expansion and increase in capacity and efficiency of the Port of Maputo, it is necessary to make certain amendments to the Concession Agreement.

- H. The public interest to be pursued under this Addendum is to increase the capacity of the Port of Maputo and to place the Port of Maputo as a leading port in the region, but also to contribute to the creation of new jobs.

**The Parties hereby agree as follows:**

## **1 Definitions and Interpretation**

### **1.1 Definitions**

#### **1.1.1** In this Addendum:

**“Concession Agreement”** has the meaning given to that term in Recital A;

**“Effective Date”** has the meaning given to that term in Clause 8.1.5;

**“Development Phase”** has the meaning given to that term in Clause 3.2;

**“Revised Port Master Plan”** has the meaning given to that term in Recital D;

**“Extended Term”** has the meaning given to that term in Clause 4.1.4;

**“Social Projects”** has the meaning given to that term in Clause 3.9 and its annex;

**“Sub-Concessionaire”** has the meaning given to that term in Clause 4.1.1; and

**“TEU”** has the meaning given to that term in Clause 3.1.

#### **1.1.2** Unless otherwise defined in this Addendum, all words and phrases defined in the Concession Agreement shall also have the same meaning in this Addendum.

### **1.2 Interpretation**

#### **1.2.1** In this Addendum, subject to any express contrary interpretation:

- a) words importing the singular shall also include the plural and visa versa;
- b) any reference to this Addendum or any other agreement or document shall be construed as a reference to that agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
- c) any reference to Clause shall be construed as a reference to a clause of this Addendum;
- d) any reference to Schedule shall be construed as a reference to a schedule of this Addendum;

- e) subject to express contrary interpretation or the provisions of Clause 1.2.1, the rules of interpretation set out in Clause 1.2 of the Concession Agreement shall also apply to this Addendum, with the necessary adjustments, as if expressly set out in this Addendum.

## 2 Object

2.1 The purpose of this Addendum is to:

- 2.1.1 Extend the Term of the Concession Agreement;
- 2.1.2 Establish the additional investments in the Port of Maputo to be carried out by MPDC directly or through its Sub-Concessionaires during the Extended Term (as defined in Clause 4.1.4 **Erro! A origem da referência não foi encontrada.** below) of the Concession Agreement; and
- 2.1.3 Make those amendments to the Concession Agreement as are necessary to facilitate the items set out in Clauses 2.1.1 and 2.1.2 above and enable MPDC directly or through its Sub-Concessionaires to obtain third party financing in connection with the additional investments.

## 3 Additional Investment Commitments by MPDC

The Parties agree and acknowledge that, during the Extended Term, MPDC undertakes to carry out additional investments at the Port, as described below and in accordance with the terms set out in the Revised Port Master Plan. The additional investments referred to in Clause 3.1 to 3.6 shall be carried out as Development Works under the terms of the Concession Agreement.

### 3.1 Container Terminal

It is intended that the capacity expansion of the container terminal up to 1,000,000 (one million) twenty-foot equivalent unit containers (“TEU”) will be undertaken by MPDC through its Sub-Concessionaire in four phases as follows:

Phase 1: Increase in capacity from the current 270,000 (two hundred and seventy thousand) to 530,000 (five hundred and thirty thousand) TEU within 3 (three) years from the Effective Date;

Phase 2: Increase in capacity from 530,000 (five hundred and thirty thousand) TEU to 630,000 (six hundred and thirty thousand) TEU as soon as the container terminal reaches 90% (ninety percent) of its 530,000 (five hundred and thirty thousand) TEU capacity for 2 (two) consecutive years;

Phase 3: Progressive increase in capacity to 835,000 (eight hundred and thirty-five thousand) TEU as soon as the terminal reaches 90% (ninety percent) of its 630,000 (six hundred and thirty thousand) TEU capacity for 2 (two) consecutive years; and

Phase 4: Progressive increase in capacity to 1,000,000 (one million) TEU as soon as the terminal reaches 90% (ninety percent) of its 835,000 (eight hundred and thirty-five thousand) TEU capacity for 2 (two) consecutive years.

### 3.2 Matola Coal Terminal

It is intended that the capacity expansion of the coal, magnetite and iron ore bulk terminal up to 18,000,000 (eighteen million) tonnes per annum be carried out by MPDC through its Sub-Concessionaire and will be undertaken in three phases as follows:

Phase 1: Increase in terminal capacity from the current 8,000,000 (eight million) tonnes to 12,000,000 (twelve million) tonnes per annum within 3 (three) years from the Effective Date;

Phase 2: Progressive increase in capacity from 12,000,000 (twelve million) tonnes per annum to 15,000,000 (fifteen million) tonnes per annum, after the terminal reaches 90% (ninety percent) of its 12,000,000 (twelve million) tonnes per annum capacity for 2 (two) consecutive years; and

Phase 3: Progressive increase in capacity from 15,000,000 (fifteen million) tonnes per annum to 18,000,000 (eighteen million) tonnes per annum, after the terminal reaches 90% (ninety percent) of its 15,000,000 (fifteen million) tonnes per annum capacity for 2 (two) consecutive years.

Each of the phases described in Clauses 3.1 and 3.2 above shall be referred to as a **“Development Phase”**.

- 3.3 In the general cargo terminal and others, MPDC shall carry out investments in the maintenance, replacement and modernization of port infrastructures to increase their capacity and efficiency in accordance with the following phases:
- 3.3.1 Phase 1 : increase in capacity of the terminal from the current 9,2 million tons to 12,5 tons in 2024; and
- 3.3.2 Phase 2 : increase in capacity of the terminal from 12,5 millions tons to at least 13,6 million tons in 2026.
- 3.4 In deepening and maintenance dredging.
- 3.5 In systems, information technology and training, continually until the end of the Extended Term.
- 3.6 [REDACTED] [CONFIDENTIAL]
- [REDACTED]
- 3.6.1 [REDACTED]
- 3.6.2 [REDACTED]
- 3.6.3 [REDACTED]
- 3.6.4 [REDACTED]
- 3.6.5 [REDACTED]
- 3.6.6 [REDACTED]
- 3.7 **Preferential right**

In the event that the requirements of Clause 3.6 are met and the Concessionaire does not proceed with the agreed investments, the State reserves the right to promote, directly or through third parties,



the development of the respective infrastructure in accordance with the terms of Clause 4.4 of the Concession Agreement.

### **3.8 MPDC's decision not to invest**

- 3.8.1 Where any of the conditions for investment progression set out in Clauses 3.6.1 to 3.6.6 are not met and MPDC decides not to carry out the planned investment, MPDC shall, within 90 days as of the date that the Company considers said condition to have not been met, notify IFEPOM I.P. in writing of its decision not to invest, citing the condition or conditions that it considers to have not been met, under the terms of Clauses 3.6.1 to 3.6.6.
- 3.8.2 The Port Regulatory Body is entrusted with the powers to assess the grounds underlying the decision not to invest invoked by the Company and to propose measures to the Company that may help reverse the decision not to invest.
- 3.8.3 Where the Parties fail to reach an agreement with respect to the decision not to invest notified by the Company, the Conceding Authority may follow the Dispute Resolution Procedures as set out in Clause 35 and Annex 4 of the Concession Agreement.

### **3.9 Social Projects**

- 3.9.1 As part of its social and corporate responsibility, MPDC undertakes to promote, finance, execute or contribute to the social projects detailed in Schedule 1 (Social Projects) of this Addendum (the **"Social Projects"**).
- 3.9.2 Social Projects shall be implemented within ten (10) years from the Effective Date, provided that the total investment required from MPDC for Social Projects does not exceed fifteen million dollars of the United States (USD 15,000,000).

### **3.10 Shipyard Construction**

MPDC shall endeavour to promote the construction of a ship repair yard (Dry-Dock) in the Port Concession Area.

## **4 Amendments to the Concession Agreement**

The Parties hereby agree that, on and from the Effective Date, the Concession Agreement shall be amended as set out in this Clause.

### **4.1 Sub-Concessionaires**

- 4.1.1 Insert the following new definition into clause 1.1 of the Concession Agreement:

**"Sub-Concessionaire"**: means, within the Port Concession Area, any duly approved terminal operator and/or marine service provider appointed by the Company."

- 4.1.2 Insert a new clause 36.10 of the Concession Agreement as follows:

**“36.10 Step-In**

*In the event that this Agreement is terminated as a result of a Company Event of Default, and such Company Event of Default was not caused by the relevant Sub-Concessionaire, the Conceding Authority shall, at the option of the relevant Sub-Concessionaire, step-in to the relevant sub-concession agreement in place of the Company and fulfil the duties and obligations of the Company under such sub-concession agreement on the same terms. The Conceding Authority shall take all necessary actions and enter into any such documents as may be required to give effect to such step-in arrangement and enable the Sub-Concessionaire to enforce this provision. For the avoidance of doubt, the Parties agree that this Clause 36.10 shall survive termination of this Agreement.”*

**4.2 Development Works**

- 4.2.1 Insert the following new definitions into clause 1.1 of the Concession Agreement:

**“Revised Port Master Plan”**: means the updated plan for the long-term development of the Port, dated March 31, 2022.

- 4.2.2 Amend the definition of **“Development Works”** in the Concession Agreement to read as follows:

**“Development Works”**: means the new works and facilities ancillary to the Port Operations to be developed by the Company and/or its designated Sub-Concessionaires in the Port Concession Area as proposed and detailed in the Development Plan, the Port Master Plan and the Revised Port Master Plan.

**4.3 Change in Law**

- 4.3.1 Amend the final paragraph of the definition of **“Change in Law”** to read as follows:

*“...which occurs after the Agreement Date and affects the Company, any Contractor and/or any Sub-Concessionaire or any activity undertaken by the Company, any Contractor and/or any Sub-Concessionaire in connection with this Agreement or the Project. For the avoidance of doubt, “Change in Law” shall not include any “Change in Relevant Tax”.”*

**4.4 Force Majeure**

- 4.4.1 Delete the words *“materially and adversely”* from the first paragraph of clause 30.1 of the Concession Agreement.

- 4.4.2 Amend the last sentence of clause 30.5.2 of the Concession Agreement to read as follows:

*“The Term shall be extended Day-for-Day by such period as will enable the Company to recoup any income it has lost and expenses it has incurred as a result of the Force Majeure Event(s).”*

4.4.3 Amend clause 30.5.3 of the Concession Agreement to read as follows:

*“If restoration or remedying of the construction or operation of the Port, as required by Clause 30.5.1, is not technically feasible or, taking into account the insurance proceeds the Company receives in respect of any loss or damage to the Port as a result of the relevant Force Majeure Event(s), is not financially viable, the Company shall have the right to terminate this Agreement (by issuing a Termination Notice to the other Parties), in which case the provisions of Clause 34.2 shall apply.”*

4.4.4 Amend the last two sentences of clause 30.5.4 of the Concession Agreement and replace them with the following:

*“Upon any such termination, the provisions of Clause 34.2 shall apply.”*

#### **4.5 Change in Circumstances**

4.5.1 Amend clause 31.1.1 of the Concession Agreement to read as follows:

##### **“31.1 Definition**

*31.1.1 A Change in Circumstances shall mean any of the following events (or the effects thereof) which results in a loss of revenue or an increase in any of the costs of the Company (including operating costs or capital expenditure) and/or delays the Company in the performance of any of its obligations under this Agreement:*

- a) any breach by the Conceding Authority of any of their obligations under this Agreement or the Special Licence;*
- b) any act or omission by the Conceding Authority or any of its related persons or any Public Sector Entity;*
- c) any delay or disruption to the performance by the Company of its obligations under this Agreement referable to or caused by the works of other contractors employed by the Conceding Authority, any Public Sector Entity or any Utilities provider;*
- d) any Change in Law;*
- e) any Lapse of Consent; or*
- f) any political event of the nature described in Clauses 33.2.7(a) and 33.2.7(c).”*

4.5.2 Insert the words “and/or any Sub-Concessionaire” after “any Contractor” in clause 31.1.2 of the Concession Agreement.

4.5.3 Add the following to the end of clause 31.2.1 of the Concession Agreement:

*“Provided however, that on the occurrence of a Change in Circumstances, the Company:*

- a) *will not be in breach of any of its obligations under this Agreement to the extent that it is impossible, impracticable or unprofitable for it to perform such obligations as a result of a Change in Circumstances;*
- b) *will be entitled to a Day-for-Day extension to the time for performance of any of its obligations under this Agreement, to the extent that it is delayed by the occurrence of a Change in Circumstances; and*
- c) *will be entitled to an appropriate remedy in accordance with Clauses 31.2.2 and 31.2.3."*

4.5.4 Amend clause 31.2.2(b) of the Concession Agreement to read as follows:

*"the Company's financial position, by putting the Company in a no worse or no better position than it would have been in had the Change in Circumstances not occurred."*

4.6 [REDACTED] [CONFIDENTIAL]

4.6.1 [REDACTED]

4.6.2 [REDACTED]

a) [REDACTED]

b) [REDACTED]

c) [REDACTED]

d)

[REDACTED]

4.6.3

[REDACTED]

[REDACTED]

[REDACTED]

a)

[REDACTED]

I.

[REDACTED]

II.

[REDACTED]

b)

[REDACTED]

[REDACTED]

4.6.4

[REDACTED]

[REDACTED]

[REDACTED]

a)

[REDACTED]

b)

[REDACTED]

4.6.5

[REDACTED]

[REDACTED]

[REDACTED]

a)

[REDACTED]

I.

[REDACTED]

[REDACTED]

II. [REDACTED]

b) [REDACTED]  
[REDACTED]

4.6.6 [REDACTED]  
[REDACTED]

a) [REDACTED]

I. [REDACTED]

II. [REDACTED]

b) [REDACTED]  
[REDACTED]

#### 4.7 Project Financing

4.7.1 Insert a new clause 36.11 of the Concession Agreement as follows:

**"36.11 Project Financing**

*The Conceding Authority acknowledges that the Company and/or Sub-Concessionaires may raise financing to fund their involvement in the Project. The Conceding Authority shall take all necessary actions and enter into any such documents (including tripartite agreements with Funders, Sub-Concessionaires and any relevant Contractor) as Lenders may reasonably require in relation to the Project, in the form required by the Company, Sub-Concessionaire and/or Contractor."*

#### 4.8 Termination of the Concession Agreement

4.8.1 In clause 33.2.4 of the Concession Agreement, delete the following words:

*"(other than as a result of inadvertent mistake arising in good faith)".*

4.8.2 Insert a new clause 33.2.13 of the Concession Agreement as follows:

*"any statement, representation or warranty by the Conceding Authority in this Agreement proving to have been incorrect, in any material respect, when made or when deemed to have been made and such failure or incorrect statement, representation or warranty having a material and adverse effect on the Company's ability to perform its obligations under this Agreement."*

4.9 [REDACTED] [CONFIDENTIAL]

4.9.1 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### 4.10 Dispute Resolution Procedure

4.10.1 In paragraph 4.2 (Arbitration) of Schedule 4 (Dispute Resolution Procedure) of the Concession Agreement, amend the first sentence to read:

*"The seat of arbitration shall be Mauritius*

*and, unless otherwise agreed by the Parties, the number of arbitrators shall be three."*

### 5 Additions to the Concession Agreement

The Parties hereby agree that, on and from the Effective Date, the Concession Agreement shall be supplemented with the following additional provisions. Where there is any inconsistency or conflict between the terms of this Clause 5 and the Concession Agreement, this Clause shall prevail.

#### 5.1 Navigation Aid

5.1.1 The Conceding Authority shall ensure that the relevant Public Sector Entity provides the necessary navigational aid services with a view to maintaining 24-hour port operating conditions for ships arriving at or departing from the Port, including light beaconing of the access channels in accordance with the International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA), the International Hydrographic Organization (IHO) and International Maritime Organization (IMO) rules, as well as supplying the Company with quarterly bathymetric surveys.

5.1.2 If the Conceding Authority does not comply with its obligations in this Clause 5.1 in respect of navigation aid, the Company shall have the right to take the necessary actions to maintain safe port operating conditions 24 hours a day for ships arriving at or departing from the Port. In this case, the Company shall be entitled to deduct the cost of such actions from the amount of the

Concession Fees. The Company shall give the Conceding Authority at least fourteen (14) days' notice before taking such action.

## **5.2 Conceding Authority Obligations**

The Conceding Authority shall have the following obligations:

- 5.2.1 Ensure the implementation of a customs regime for the entry, clearance, release, customs clearance and transit of goods, materials, equipment and any type of admissible cargo, within the scope of applicable Laws of Mozambican and any relevant regulations.
- 5.2.2 In accordance with the Laws of Mozambican and any relevant regulations, ensure that the Company obtains visas and/or work permits and other documents for the Company's employees and agents so that they can carry out their activities under the terms of this Addendum and the Concession Agreement.
- 5.2.3 Ensure adequate and safe road and railway access conditions outside the Port Concession Area, in order to facilitate the flow and movement of goods.
- 5.2.4 Ensure that the movement of wagons loaded with ISO Containers, Unitized Cargo, bulk cargoes and other goods are carried out in an expeditious and timely manner on the respective railway lines, making every effort to ensure the formation of block trains of containers, dry-bulk and other specific cargo, without stoppages or interruptions during the rail journey. The scheduling of train timetables and other operational issues related to container, dry-bulk and general cargo movements shall be the subject of agreements between the Company and the entity in charge of operating said railway lines, provided however that the Conceding Authority will use best endeavors to facilitate and assist such entities in complying with their contractual obligations.

## **5.3 Universal access and right of access to the port system**

The Company is responsible for ensuring access, in a transparent and non-discriminatory manner, to the port system by any economic or social entity for the loading and unloading of cargo, subject to technical, economic and financial feasibility and in accordance with the best practices of the sector.

## **5.4 Local Content**

### **5.4.1 Procurement of Goods and Services**

When procuring any goods and services required to implement the Project, the Company shall give preference to goods produced in the Mozambican market and services offered by national entities, provided that the conditions under which they are offered are equally favourable in terms of price, quality, available quantities, delivery time and safety to goods and services produced and offered in the international market.

In the spirit of knowledge and technology transfer and in the context of social responsibility, the Company undertakes to participate in the support of business and technical training activities, so



that national citizens are competitive in the supply of the goods referred to in this Clause 5.4.

#### 5.4.2 **Dredging**

As part of its dredging obligations under the Concession Agreement, the Company will give preference to Mozambican companies and to services provided by national entities, provided that the conditions under which they are offered are the same in terms of price, quality, availability, delivery time and safety when compared to those offered in the international market.

## **5.5 Powers of the Port Regulatory Authority**

- 5.5.1 The Conceding Authority assigns to the Port Regulator, under the terms of Mozambican legislation, the power to monitor and ensure compliance with the investment plan set out in this Addendum.
- 5.5.2 If, in exercising its supervisory powers, the Port Regulatory Authority finds that any of the investment obligations undertaken by MPDC under the terms of the Concession Agreement or Mozambican legislation have not been met, it shall notify the Company, with a copy to the Granting Authority, so that it can present its explanations and reasoning, in writing, within the regulatory deadline.
- 5.5.3 If, after investigating and analysing the Company's initial explanations, the Port Regulatory Authority concludes that MPDC has violated a condition set out in this Addendum or in the applicable Mozambican legislation or regulations without such violation arising from a Change of Circumstances or a force majeure event, it shall notify the Company, with a copy to the Conceding Authority, thereof, and the matter shall be dealt with in accordance with the provisions of the Concession Agreement.

## **6 Anti-Corruption**

The Company and the Conceding Authority undertake not to, and the Conceding Authority shall ensure that any relevant Public Sector Entity shall not, solicit or offer, directly or indirectly, any monetary value or any other benefit for the purpose of corrupting Government Officials, civil servants or third parties who have influence over Government Officials, with the aim of obtaining or maintaining business or benefits within the scope of the activities authorised under this Addendum.

## **7 Governing Law and Dispute Resolution**

The provisions of Clause 35 (Governing Law and Resolution of Disputes) and Schedule 4 (Dispute Resolution Procedure) of the Concession Agreement shall apply to this Addendum, with the necessary adjustments and as amended by this Addendum, as if expressly set out herein.

## **8 General**

- 8.1.1 The provisions of clauses 36.2 and 36.4 to 36.9 of the Concession Agreement shall apply to this Addendum, with the necessary adjustments, as if expressly set out in this Addendum.
- 8.1.2 The provisions of clause 28 (Assignment) of the Concession Agreement shall apply to this Addendum, with the necessary adjustments, as if expressly set out in this Addendum.
- 8.1.3 If there is any conflict between the provisions of the Concession Agreement and this Addendum, the provisions of this Addendum shall prevail.
- 8.1.4 Save as amended by this Addendum, the Concession Agreement shall remain in full force and effect.

8.1.5 The effectiveness of this Addendum to is subject to the issuance of the "Visa" (Visto) by the Administrative Court, under the legal regime for the supervision of public expenditure, confirming the overall effectiveness of this Addendum and that it is in accordance with the Laws of Mozambique and relevant regulations (the date of grant of such "Visa" being the "**Effective Date**" of this Addendum).

8.1.6 This Addendum enters into force on the Effective Date and is valid for the duration of the Concession Agreement.

Thus, said and granted.

This deed was read to the grantors and its contents explained to them, aloud and in the simultaneous presence of all, who found it to be in accordance and will sign it with me, the Notary.

**FOR THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE**

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**Mateus Magala**  
**(Minister of Transport and Communications)**

**MPDC – SOCIEDADE DE DESENVOLVIMENTO DO PORTO DE MAPUTO, S.A.**

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**Osório Sales Lucas**  
**(Executive Director)**

**THE NOTARY**

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**Dário Ferrão Michonga**