

**ADDENDUM N° 4  
TO THE CONTRACT  
OF THE 23<sup>rd</sup> OF DECEMBER 1993  
FOR THE MANAGEMENT AND OPERATION  
OF THE WATER SUPPLY SERVICE  
IN PORT VILA**

Between the undersigned

The Government of Vanuatu, represented by its Prime Minister and the Minister of Lands and Natural Resources, thereafter referred to as the "GOVERNMENT".

of the first part,

and :

The Company UNION ELECTRIQUE DU VANUATU LIMITED, hereafter referred to as UNELCO VANUATU, a Corporation with a capital of 525 773 650 Vatu, its registered office being situated at Rue de Paris, BP 26 PORT VILA, Republic of VANUATU, represented by its duly authorised Managing Director, Mr Philippe MEHRENBARGER acting on behalf the Company, in accordance with its articles.

of the second part,

Whereas :

1. The Government of Vanuatu has granted, on the 23<sup>rd</sup> of December 1993, to the Company UNELCO, the contract for the Management and Operation of the Water Supply Service in Port-Vila, effective from the 1<sup>st</sup> of February 1994, for a duration of forty years.
2. Article 1, paragraph 1.1 – 6 of the Operation and Management Contract, authorises the limits of the concession to be extended to sectors outside of the Port-Vila Municipal boundary.
3. The Government has prepared and executed the necessary agreements with the authorities concerned (Custom and Provincial authorities etc...)

It has been agreed as follows:

That the sectors of road toward **MELE VILLAGE/Ranch de la Colle** are included in the limits of the Concession in accordance with the conditions stated below.

## **CONDITIONS**

### **Article 1 – Limits of the Concession**

The limits of the area of operation for the Contract of Management and Operation is extended to include the sectors of road toward **MELE Village/Ranch de la Colle** as shown on the plan in the appendix (Plan AM4\_10/2009).

### **Article 2 - General conditions**

The supply of water to the sector being the object of this addendum is subject to the conditions of the Contract for the Management and Operation of the Water Supply Service in Port-Vila signed between the Government of Vanuatu and UNELCO on the 23<sup>rd</sup> December 1993.

In particular, this addendum grants the exclusive right to the OERATOR to Manage and operate the Water Supply Service in the sectors of road toward **MELE Village/Ranch de la Colle** for the remaining duration of the Contract, in accordance with the Schedule of conditions of the contract.

### **Article 3 – Transitory conditions**

In view of the state of the network, penalties provided for in the contract shall only be applicable after a transitory period of twenty four (24) months from the date of signature of the addendum to allow the OPERATOR to upgrade the equipment and facilities to normal operating conditions.

### **Article 4 – Date of effect**

This addendum shall become effective from the date of signature.

## **CONSEQUENTLY**

### **Article 5 – Modifications to clauses of the Contract of Management and Operation**

As a consequence of the modifications resulting from this addendum, Article 1 of the Contract of Management and Operation shall be replaced as follows :

#### **1.1.– Physical Parameters**

1. The scope of the OPERATOR's activities thereunder, as from the date of effect of Addendum n° 2 is subject to the plan attached in the appendices made part hereof reference "Limits of the Contract. As from the date of effect of addendum N° 2 to the Contract of Management and Operation".

Replaced by :

- 1. The scope of the OPERATOR's activities there under, as from the date of effect of Addendum n° 4 is subject to the plan attached in the appendices made part hereof reference "Limits of the Contract. As from the date of effect of addendum N° 4 to the Contract of Management and Operation".**

and the point :

2. The physical area of the contract includes the area within the limits of the PORT-VILA Municipal Boundary and an area along and adjacent to the TAGABE/MELE Road, MALAPOA, the sectors of ERAKOR, IFIRA, PANGO, MANPLES and BLACK SANDS.

Replaced by :

- 3. 2. The physical area of the contract includes the area within the limits of the PORT-VILA Municipal Boundary and an area along and adjacent to the TAGABE/MELE Road, MALAPOA, the sectors of ERAKOR, IFIRA, PANGO, MANPLES, BLACK SANDS and MELE road/RANCH DE LA COLLE.**

Alls others clauses of the Contract of Management and Operation remain unchanged.

IN WITNESS WHEREOF the parties have hereto set their hands and affixed their seals at Port-Vila this 21.12.2009

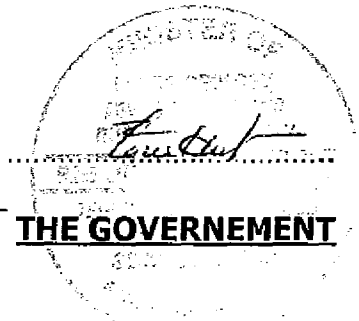
SIGNED SEALED AND DELIVERED for and on behalf of the GOVERNEMENT OF THE REPUBLIC OF VANUATU by its **PRIME MINISTER Honourable Edward Nipake NATAPEI**



**THE GOVERNEMENT**

WITNESS : \_\_\_\_\_

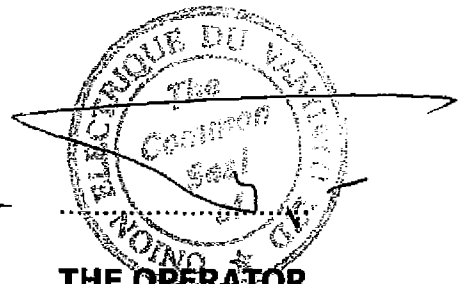
SIGNED SEALED AND DELIVERED by its **MINISTER OF LANDS AND NATURAL RESOURCES, Honourable Paul TELUKLUK**



**THE GOVERNEMENT**

WITNESS : \_\_\_\_\_

SIGNED SEALED AND DELEVERED for and on behalf OF UNION ELECTRIQUE VANUATU LIMITED represented by Its duly authorised **Managing Director, Philippe MEHRENBARGER** and in the presence of :



**THE OPERATOR**

WITNESS : \_\_\_\_\_

AVENANT 4  
ZONE  
ROUTE DE MELE  
RANCH DE LA COLLE

RANCH DE LA  
COLLE

LOTISSEMENT  
CAILLARD CADOUR

ABATTOIR

LOTISSEMENT  
BLADINIÈRE

TAONONO

BRIDGE PRIMA