

Annexure E

Agreement

between

Eskom Holdings SOC Limited

and

Principal Contractors

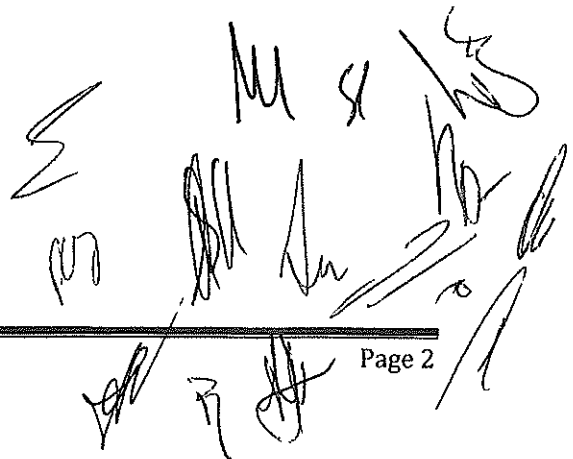
WHEREAS reference is made to various Executive Meetings between Executive Management of Eskom and representatives of the Principal Contractors, where certain undertakings were made by Eskom to settle certain contractual matters and disputes between Eskom and the various Principal Contractors, subject to the signature of a New Partnership Agreement;

AND WHEREAS the New Partnership Agreement will provide the framework for negotiating and putting in place Site Specific Agreement/s between the Parties ("**SSA's**");

AND WHEREAS this Agreement serves to confirm the discussions held between Eskom and the Chief Executive Officers of the respective Principal Contractors on Sunday 26 May 2013 at 11:00am, with specific reference for clarity on aspects of commercial issues that will emerge from the anticipated conclusion of the New Partnership Agreement and the introduction of the SSA's.

NOW THEREFORE the Parties record their agreement as follows:

1. The Parties have committed to the process of resolving all outstanding claims and variations related to implementation of the Project Labour Agreement ("***the PLA***") and subsequent labour issues ("***the Labour Issues***"), which will be defined between them by no later than 14 June 2013, and they will do everything reasonably within their power to implement these terms by no later than 28 June 2013 with the affected Principal Contractors. To this end the Parties likewise undertake to do everything reasonably within their power to resolve all outstanding claims and variations pertaining to additional compensation associated with the Labour Issues, either by way of agreement or determination, by no later than 31 July 2013;
2. Eskom agrees that the introduction and implementation of the New Partnership Agreement and the subsequent negotiation and introduction of the SSA's will constitute a Variation or Claim (including a Change in Law or a change in Employer Policies and Procedures) which may or may not include time and cost under Clause 13 or such other applicable clause of the Contract between Eskom and each Principal Contractor, as the case may be.

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The current known Variations at the date of signature of this agreement will be dealt with in accordance with the below-mentioned framework:

2.1. Once signed, Contractors will be obliged to comply with the New Partnership Agreement as well as the SSA's instead of the PLA under each affected Contract. Any consequential entitlements to time and cost flowing from the Contractors' obligation to comply with the New Partnership Agreement and/or the SSA will be dealt with as Variations (provided that for the purpose of Clause 20.1 of the affected Contract and any other clause requiring a notice to be submitted in connection with the conclusion of the New Partnership Agreement, the Contractor shall only be considered to have knowledge of the event on the date of signature of the New Partnership Agreement and the relevant time period for the submission of any such notice shall be calculated from that date).

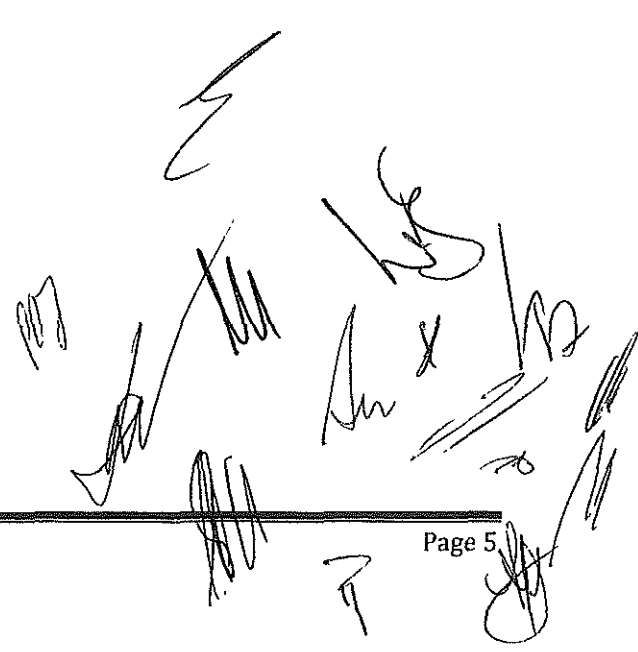
2.2. The monetary valuation of the affected Principal Contractors' Variations entitlement will be handled as follows:

2.2.1. Eskom acknowledges and has agreed that the affected Principal Contractors will be entitled to reimbursement of Costs incurred (together with reasonable profit where the affected Contract allows for such profit for the applicable Variation) as a result of the implementation of minimum hourly earnings within the New Partnership Agreement on a monthly basis.

- 2.2.2. Eskom has agreed that the affected Principal Contractors will be entitled to reimbursement of Costs incurred (together with reasonable profit where the affected Contract allows for such profit for the applicable Variation) as a result of standardization of rates within the New Partnership Agreement on a monthly basis.
- 2.2.3. Eskom has agreed that the affected Principal Contractors will be entitled to reimbursement of Costs incurred (together with reasonable profit where the affected Contract allows for such profit for the applicable Variation) as a result of increased transportation costs within the New Partnership Agreement on a monthly basis.
3. Other Cost entitlements, if any, for reasonable additional expenses incurred in respect of any additional obligations between the PLA and the SSA's, which are brought about by the introduction of the SSA's, will be dealt with in accordance with the relevant provisions of each affected Contract as a Variation.

4. Notwithstanding the requirements of the current signed contracts, the Contractors agree that detailed workforce resource schedules (including those of subcontractors) will be supplied to Eskom on a monthly basis detailing the workforce required in terms of the Contractors' full schedule to achieve the project milestones. The Contractors commit to engage monthly with Eskom at an executive level to discuss improvements to the productivity and alignment of the workforce resources. Full details of the workforce resource schedules required will be communicated to the Contractors by Eskom by 14 June 2013 with first submission required towards the end of June 2013.

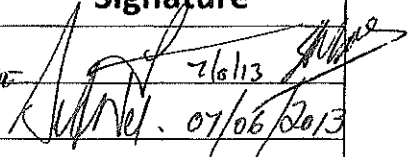
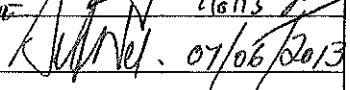
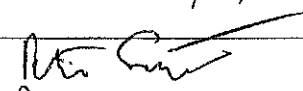
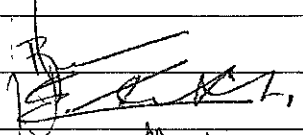
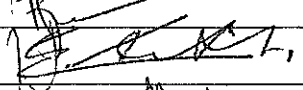
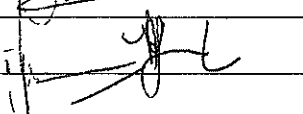


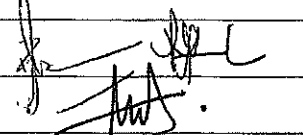
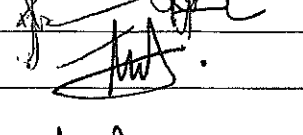
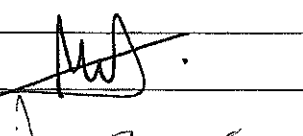
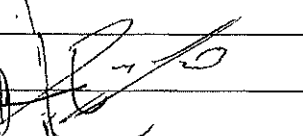
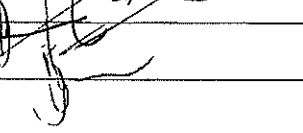
This records the agreement between the Parties, in anticipation of the conclusion of the New Partnership Agreement and the SSA's. For avoidance of doubt, it is not intended for this Agreement to constitute an amendment to any of the Contracts presently in place between the Parties.

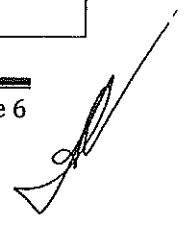
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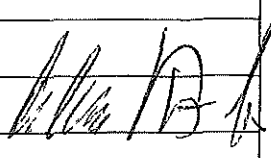
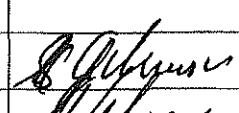
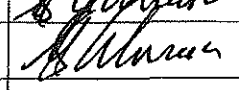
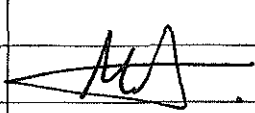
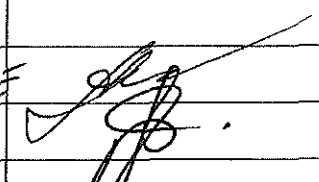

P. O'Flaherty

Signed by Eskom

On 5th day of June 2013

Principal Contractor	Name	Signature
ABB Africa ALSTOM	L. DAVIES <small>SLEB...</small>	 2/6/13
Actom	S.A. NEL	 07/06/2013
Alstom ABB Africa		
Alstom Cosira Consortium	P. Sjöholm	
Aqua		
Aveng Grinaker-LTA	P. Keenan	
Basil Read	Eugene Toit	
CKJV	<small>SEROME GOVENDER</small> P. Keenan	
Clyde Bergmann		
CONCO		
ELB		
Esorfranki	W.C. van Zyl	
GE Energy		
Hitachi Power Africa	J. Musel	
IWC		
KCJV	<small>SEROME GOVENDER</small> P. Keenan	
KCW JV	M. STANWARD	
Khulani Trading Enter		
KS JV	M. STANWARD	
Liviero Wilge JV		
LPS Consortium	GIANNI D. ANIL	
MPSJV	<small>SEROME GOVENDER</small> P. Keenan	
MRMS		



OVI Water		
PDNA Industrial Projects		
Roshcon		
Rula		
SA Fence and Gate		
Siemens (PT) LTD	THE MENKEM CROWNS	
Soil Lab		
SSBR JV	S Ackerman	
Stefanutti-Zazi JV	S Ackerman	
Tamukelo Business Ent		
Tenova Bateman Africa (Pty) Ltd	M. STANWARD	
Thyssen Krupp		
Tubular Zamani JV	TONY TRINDADE	
WBHO	Paul FOUR.	
Zest		

Stefanutti-Zazi Consortium S Ackerman

Signed by the Principal Contractors

On 5th day of June 2013