

**COMPETITION TRIBUNAL**  
**REPUBLIC OF SOUTH AFRICA**

**Case No: 017061**

**In the matter between:**

The Competition Commission

Applicant

and

WBHO Construction (Pty) Ltd

Respondent

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Panel: N Manoim (Presiding Member), Y Carrim  
(Tribunal Member) and T Madima (Tribunal  
Member)

Heard on: 18 July 2013

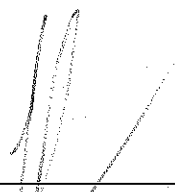
Decided on: 22 July 2013

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**Order**

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The Tribunal hereby confirms the order as agreed to and proposed by the Competition Commission and the respondent, annexed hereto marked "A".



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Presiding Member  
N Manoim

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**Concurring: Y Carrim and T Madima**

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"A"

IN THE COMPETITION TRIBUNAL OF SOUTH AFRICA


HELD IN PRETORIA

CT Case No.

CC Case no. : 2009Feb4279/2009Sep4841

Application for confirmation of a consent agreement

In the matter between:

 competitiontribunal south africa	
2013-06-24	
RECEIVED BY:	<i>McLone</i>
TIME:	18h25

THE COMPETITION COMMISSION

Applicant

and

WBHO CONSTRUCTION (PTY) LTD

Respondent

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CONSENT AGREEMENT IN TERMS OF SECTION 49D READ WITH SECTION 58(1)(a)(iii) AS READ WITH SECTION 58(1)(b) OF THE COMPETITION ACT, 1998 (ACT NO. 89 OF 1998), AS AMENDED, BETWEEN THE COMPETITION COMMISSION AND WBHO CONSTRUCTION (PTY) LTD, IN REGARD TO CONTRAVENTIONS OF SECTION 4(1)(b) OF THE COMPETITION ACT, 1998

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PREAMBLE



**WHEREAS** the Competition Commission is empowered to, *inter alia*, investigate alleged contraventions of the Competition Act, 1998;

**WHEREAS** the Competition Commission is empowered to, *inter alia*, conclude consent agreements in terms of section 49D of the Competition Act, 1998;

**WHEREAS** the Competition Commission has invited firms in the construction industry to engage in settlement of contraventions of the Competition Act, 1998;

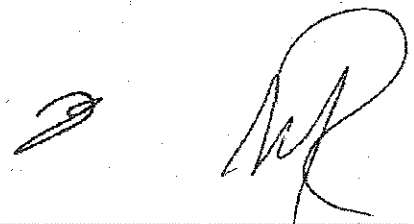
**WHEREAS** WBHO Construction (Pty) Ltd has accepted this invitation and has agreed to settle in accordance with the terms of the invitation;

**NOW THEREFORE** the Competition Commission and WBHO Construction (Pty) Ltd hereby agree that application be made to the Competition Tribunal for the confirmation of this Consent Agreement as an order of the Competition Tribunal in terms of section 49D as read with sections 58(1)(a)(iii) and 58(1)(b) of the Competition Act, 1998.

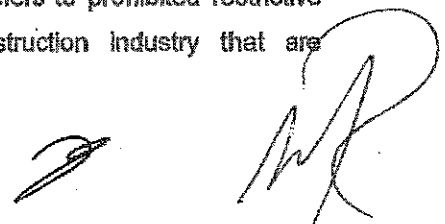
#### **1. Definitions**

For the purposes of this consent agreement the following definitions shall apply :

- 1.1 "Act" means the Competition Act, 1998 (Act No. 89 of 1998), as amended;
- 1.2 "CIDB" means the Construction Industry Development Board;
- 1.3 "CIDB Regulations" refers to the Construction Industry Development Regulations, 2004 (as amended) (Government Notice No. 692 of 9 June 2004, published in Government Gazette No. 26427 of 9 June 2004);



- 1.4 "CLP" means the Commission's Corporate Leniency Policy (Government Notice No. 628 of 23 May 2008, published in Government Gazette No. 31064 of 23 May 2008);
- 1.5 "Commission" means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1<sup>st</sup> Floor, Mulayo Building (Block C), the dti Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.
- 1.6 "Commissioner" means the Commissioner of the Competition Commission, appointed in terms of section 22 of the Act;
- 1.7 "Complaints" means the complaints initiated by the Commissioner of the Competition Commission in terms of section 49B of the Act under case numbers 2009Feb4279 and 2009Sep4641;
- 1.8 "Consent Agreement" means this agreement duly signed and concluded between the Commission and WBHO Construction (Pty) Ltd ("WBHO").
- 1.9 "Cover Price" means generally, a price that is provided by a firm that wishes to win a tender, to a firm that does not wish to do so, in order that the firm that does not wish to win the tender may submit a higher price; or a price that is provided by a firm that does not wish to win a tender to a firm that does wish to win that tender in order that the firm that wishes to win the tender may submit a lower price.
- 1.10 "Invitation" means the Invitation to Firms in the Construction Industry to Engage in Settlement of Contraventions of the Competition Act, as published on the website of the Commission on 1 February 2011;
- 1.11 "Non-prescribed prohibited practices" refers to prohibited restrictive horizontal practices relating to the construction industry that are



contemplated in section 4(1)(b) of the Act and that are on-going or had not ceased three years before the complaints were initiated, as contemplated in section 67 of the Act;

1.12 "Parties" means the Commission and WBHO;

1.13 "Prescribed prohibited practices" refers to prohibited restrictive horizontal practices relating to the construction industry that are contemplated in section 4(1)(b) of the Act and that ceased after 30 November 1998, but more than three years before the complaints were initiated

1.14 "Respondent" means WBHO Construction

1.15 "Settlement" refers to the invitation to firms in the construction industry to engage in settlement of contraventions of the Act and the procedures detailed therein

1.16 "Sub-sectors of the construction industry" refers to the classes of construction work defined in Schedule 3 of the CIDB Regulations, substituted by Government Notice No. 8986 of 14 November 2008, published in Government Gazette No. 31603 of 14 November 2008

1.17 "Tribunal" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at 3<sup>rd</sup> Floor, Mulayo Building (Block C), the dit Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng, and

1.18 "WBHO" means WBHO Construction (Pty) Ltd, a company incorporated under the laws of the Republic of South Africa with its primary place of business at 53 Andries Street, Wynberg, Sandton



## 2. The Complaint

2.1 On 10 February 2009 the Commission initiated a complaint in terms of section 49B(1) of the Act into alleged prohibited practices relating to collusive conduct in the construction of the stadiums for the 2010 FIFA Soccer World Cup against Grinaker-LTA (the construction operating business unit of Aveng), Group Five (Pty) Ltd, Basil Read (Pty) Ltd, WBHO Construction (Pty) Ltd, Murray & Roberts Limited, Stefanutti Stocks Limited, Interbeton Abu Dhabi nv llc and Bouygues Construction SA

2.2 In addition, on 1 September 2009, following the receipt of applications for Immunity in terms of the CLP, the Commission initiated a complaint in terms of section 48B(1) of the Act into particular prohibited practices relating to conduct in construction projects, by the firms listed below. The complaint concerned alleged contraventions of section 4(1)(b) of the Act as regards price fixing, market allocation and collusive tendering. The investigation was initiated against the following firms : Grinaker-LTA, Aveng (Africa) Ltd, Stefanutti Stocks Holdings Ltd, Group Five (Pty) Ltd, Murray & Roberts, Concor Ltd, G Liviero & Son Building (Pty) Ltd, Gluricich Coastal Projects (Pty) Ltd, Hochtief Construction AG, Dura Soletanche-Bachy (Pty) Ltd, Nishimatsu Construction Co. Ltd, Esorfranki Ltd, VNA Piling CC, Rodio Geotechnics (Pty) Ltd, Diabor td, Gauteng Piling (Pty) Ltd, Fairbrother Geotechnical CC, Geomechanics CC, Wilson Bayly Holmes – Ovcon Ltd and other construction firms, including joint ventures.

## 3. The Invitation to Firms in the Construction Industry to Engage in Settlement of Contraventions of the Act

3.1 The Commission's investigation of the complaints, as well as several other of the Commission's investigations in the construction industry, led the Commission to believe that there was widespread collusion in contravention of section 4(1)(b) of the Act in the construction industry.

3.2 Section 4(1)(b) provides :

*"4. Restrictive horizontal practices prohibited*



(1) An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if -

(a) It has the effect of substantially preventing, or lessening, competition in a market, unless a party to the agreement, concerted practice, or decision can prove that any technological, efficiency or other pro-competition gain resulting from it outweighs that effect; or

(b) It involves any of the following restrictive horizontal practices:

- (i) Directly or indirectly fixing a purchase or selling price or any other trading condition;
- (ii) Dividing markets by allocating customers, suppliers, territories, or specific types of goods or services; or
- (iii) Collusive tendering

3.3

The collusive conduct engaged in, in the context of the Invitation and this Consent Agreement, included collusive tendering or "bid-rigging". Collusive tendering involves particular conduct by firms whereby as competitors they collude regarding a tender resulting in the tender process being distorted. The bid prices and the bid submissions by these competitors as well as the outcome of the tender process is not the result of competition on the merits. "Cover pricing" in this context occurs when conspiring firms agree that one or more of them will submit a bid that is not intended to win the contract. The agreement is reached in such a way that among the colluding firms, one firm wishes to win the tender and the others agree to submit non-competitive bids with prices that would be higher than the bid of the designated winner, or the price will be too high to be accepted, or the bid contains special terms that are known to be unacceptable to the client. Collusive tendering therefore applies to agreements or concerted practices which have as their object or effect the prevention, lessening, restriction and distortion of competition in South Africa.

3.4

In terms of section 2 of the Act, two of the key objects of the Act are to promote the efficiency, adaptability and development of the economy, and to provide consumers with competitive prices and product choices. Section 217 of the Constitution, 1996 calls for a procurement or tender

system which is fair, equitable, transparent, competitive and cost-effective.

3.5 In addition, the Commission is required in terms of section 21(1) of the Act, inter alia, to implement measures to increase market transparency, to investigate and evaluate alleged contraventions of Chapter 2 of the Act, and to negotiate and conclude consent agreements in terms of section 49D for confirmation as an order of the Competition Tribunal in terms of section 58(1)(b) of the Act.

3.6 Therefore, in the interest of transparency, efficiency, disrupting cartels and incentivising competitive behaviour in the construction industry and a cost-effective, comprehensive and speedy resolution of the investigations referred to above, the Commission decided to fast track these investigations and their resolution by inviting firms that were involved in collusive tendering in the form of bid-rigging of projects in the construction industry, to apply to engage in settlement discussions on the terms set out hereunder.

3.7 On 1 February 2011 the Commission issued a media release about the Invitation and published the same on its website. In the Invitation, hereto attached and marked Annexure A, the Commission offered firms the opportunity to settle alleged contraventions of the Act, if they would:

- 3.7.1 submit an application in terms of PART 2 of the Invitation;
- 3.7.2 agree to pay an administrative penalty or penalties determined by the Commission as envisaged in paragraph 10.2 read with paragraphs 19-28 of the Invitation; and
- 3.7.3 comply with the requirements of the settlement process as set out in PART 1 and PART 3 of the Invitation.

3.8 This agreement sets out the detail of the non-prescribed prohibited practices only, in relation to which WBHO has not been granted





conditional immunity in terms of the Commission's CLP, which the respondent is liable to settle regard being had to the provisions of section 67(2) of the Act. The penalty is calculated taking into account only the said non-prescribed prohibited practices, which WBHO has not been granted conditional immunity in terms of the Commission's CLP.

3.9 Applying firms were required to *inter alia* provide the Commission with truthful and timely disclosure of information and documents relating to the prohibited practices and to provide full and expeditious co-operation to the Commission concerning the prohibited practices.

3.10 An applying firm could request the Commission to consider its application in terms of the Invitation as an application for a marker or as an application for immunity under the CLP. Firms could also apply for a marker or for immunity under the CLP before making an application in terms of the Invitation.

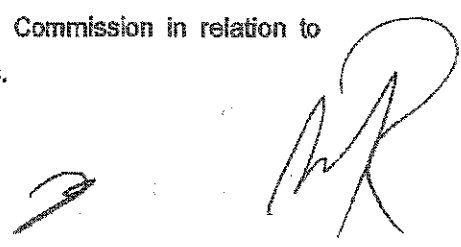
3.11 The deadline to apply for a settlement in terms of the Invitation was 12h00 on Friday 15 April 2011.

#### 4. Applications by WBHO

4.1 WBHO applied for leniency and Settlement in terms of the Invitation. WBHO is involved in building construction, civil engineering, roads and earthworks.

4.2 WBHO applied on 15 April 2011 and disclosed forty-five (45) prohibited practices. Twenty-three (23) of these are prescribed practices and twenty-two (22) are non-prescribed prohibited practices.

4.3 Out of the twenty-two (22) non-prescribed prohibited practices, WBHO is first to apply for eleven (11) non-prescribed prohibited practices and has been granted conditional immunity by the Commission in relation to these 11 non-prescribed prohibited practices.

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4.4 In respect of the eleven (11) (i.e. 22 less 11) non-prescribed prohibited practices where WBHO is not first, ten (10) non-prescribed (9 projects and 1 meeting) prohibited practices are in the Civil Engineering subsector, however, WBHO is settling nine (9) projects, with the exclusion of the 2010 FIFA World Cup Stadium meeting, which WBHO is of the view is not a contravention of the Competition Act. One (1) non-prescribed prohibited practice is in the General Building subsector.

Furthermore, WBHO is implicated in five (5) non-prescribed prohibited practices which it did not disclose. WBHO has agreed to settle one (1) of these, which relates to General Building subsector. The other 4 (i.e. 5 less 1) non-prescribed prohibited practices are not part of this settlement as WBHO has not agreed to settle these.

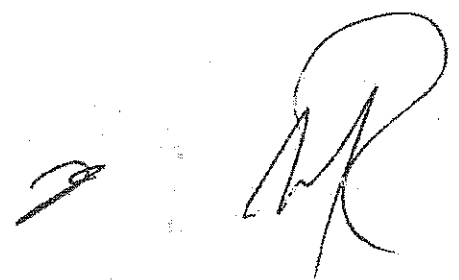
4.5 The eleven (11) non-prescribed prohibited practices or contraventions by WBHO of section 4(1)(b)(iii) of the Act which are the subject of this Consent Agreement are set out below.

## 5. Disclosed Projects

### 5.1 Green Point Stadium 2A (Tender no. 124Q/2006/07)

WBHO reached an agreement with Group Five on or about 13 December 2006 in respect of the Green Point Stadium in Cape Town, in that WBHO provided a cover price to Group Five, on the basis that Group Five would not win the tender. This conduct is collusive tendering in contravention of section 4(1)(b)(iii) of the Act.

The project was for the construction of Green Point Stadium including its surrounding infrastructure. The client for the project was City of Cape Town. The tender was awarded to the Murray & Roberts /WBHO joint venture and the project was completed in December 2009.



**5.2 PPC Dwaalboom Expansion Project Kiln Line 2 (Tender no. DB/09)**

WBHO reached an agreement with Concor, which was in joint venture with Stefanutti ("Concor/Stefanutti JV"), on or about September 2006 in that they agreed on a cover price in relation to this project. In terms of the cover price agreement Concor provided WBHO with a cover price in order for WBHO not to win the tender. This conduct is collusive tendering in contravention of section 4(1)(b)(iii) of the Act.

This project was for the civil works for the Dwaalboom expansion for Pretoria Portland Cement Company (Pty) Ltd. The client for the project was PPC Cement. The Concor/Stefanutti JV was awarded the tender. The project was completed in August 2008.

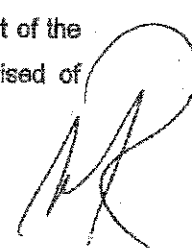

**5.3 N17 Link Road to Soweto (Tender no. 047/2005)**

WBHO reached an agreement with Group Five on or about 2006 in respect of the N17 Link Road to Soweto project, in that WBHO agreed with Group Five that they would add a loser's fee to their respective bid prices and the winning bidder would pay the fee to the losing bidder. According to WBHO the latter agreement was not implemented. This conduct is collusive tendering in contravention of section 4(1)(b)(iii) of the Act.

The project was for road works for the design and construction of the N17 link road to Soweto. The client for the project was the Johannesburg Roads Agency. The tender was awarded to Group Five and the project was completed in early 2010.

**5.4 Gauteng Freeway Improvement Project ("GFIP") – Package A (Tender no. NRA N1 001200-2008/1), Package B (Tender no. NRA N1 001-200-2008/2), Package E (Tender no. NRA N1 003-120-2008/1)**

WBHO reached an agreement with Concor and Stefanutti (whilst Concor and Stefanutti were in joint venture) on or about 2006 in respect of the Gauteng Freeway Improvement project ("GFIP") which comprised of



three packages, namely; Package A, B and E, in terms of which, the parties agreed to allocate the various packages amongst themselves, and to exchange cover prices in this context. According to WBHO the agreement was not implemented. This conduct is collusive tendering in contravention of section 4(1)(b)(iii) of the Act.

The Project was for the addition of lanes, construction of retaining walls, bridges and structure as well as various intersections on the southern sections of freeways around Johannesburg. The client for the project was SANRAL. Package A was awarded to Group Five. Package B was awarded to WBHO. Package E was awarded to Group Five. The projects for Package A, B and E were completed in 2010.

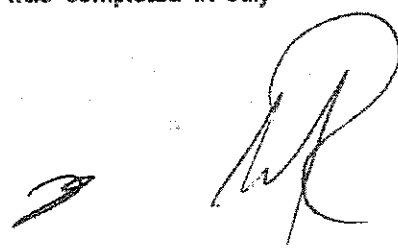
#### **5.5**

#### **Durban International Convention Centre (Tender No. CSA 0936)**

WBHO in joint venture with Group Five reached an agreement with Grinaker LTA and Stefanutti on or about 29 October 2004 in respect of the International Convention Centre, Durban ICC (2007) project. In terms of the agreement, Grinaker-LTA (which was in a joint venture with Sivukile), reached a cover price and loser's fee agreement with Group Five, WBHO and Stefanutti. Group Five and WBHO were in a joint venture known as Masinya JV and Stefanutti was in a joint venture with Fikile Construction known as Stocks Fikile C&R JV.

Group Five acting on behalf of the Masinya JV requested a cover price from Grinaker-LTA to enable Grinaker LTA to win the tender. It was agreed between the joint ventures that a loser's fee should be included in the tender price as part of a so-called "compensation payment" to the losing bidders. The tender was awarded to Masinya JV.

This conduct is collusive tendering in contravention of section 4(1)(b)(iii) of the Act. The project was for the construction of the Durban International Convention Centre. The client was the City of Durban. The tender was awarded to Masinya JV, namely WBHO, Group Five and Masinya Empowerment Group and the project was completed in July 2008.



**5.6 Upgrading of 14 km of N2 between Tsitsikama and Witelsbos  
(Tender no. NRA N002-090-2000/IC-CO)**

WBHO reached an agreement with Concor on or about 2006 in respect of the upgrading of 14 km of the N2 between Tsitsikama and Witelsbos, in that Concor provided WBHO with a cover price in order for WBHO not to win the tender. This conduct is collusive tendering in contravention of section 4(1)(b)(iii) of the Act.

The project was for the upgrading of the N2 between Tsitsikama and Witelsbos. The client for the project was SANRAL. The tender was awarded to Concor and the project was completed in February 2010.


**5.7 Rehabilitation of N12 between Beefmaster and Bloemhof (Tender no. N 012-120-2006/1)**

WBHO reached an agreement with Concor on or about 2006 in respect of rehabilitation of N12 between Beefmaster and Bloemhof, in that Concor provided WBHO with a cover price in order for WBHO not to win the tender. This conduct is collusive tendering in contravention of section 4(1)(b)(iii) of the Act.

The project was for the rehabilitation of the N12 between Beefmaster and Bloemhof. The client for the project was SANRAL. The tender was awarded to Concor and the project was completed in October 2009.

**5.8 PPRust North Expansion Infrastructure Project (Tender no. P07/3003/00)**

WBHO reached an agreement with Grinaker-LTA on or about 2007 in respect of the PPRust North Expansion Infrastructure project, in that WBHO provided Grinaker LTA with a cover price, in order that Grinaker LTA would not win the tender. This conduct is collusive tendering in contravention of section 4(1)(b)(iii) of the Act.

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The project was for the construction of terraces, as well as infrastructure and civil building work to workshops as well as change houses. The client for the project was Anglo Platinum.

**5.9 Tamboti at Simbithi Estates (Tender no. D680)**

WBHO reached an agreement with G Liviero, Group Five, Grinaker LTA and Norvo Construction on or about May 2004, in respect of the Tamboti projects at Simbithi Estates, in that WBHO agreed with these firms to add a loser's fee to their respective bid prices. This conduct is collusive tendering in contravention of section 4(1)(b)(iii) of the Act.

The project was for the construction of 56 residential units at Simbithi Estates. The client for the project was Big Cedar Trading (Pty) Ltd.

The tender was awarded to G Liviero and the project was completed in November 2006. It was alleged that the last payment of the loser's fee was in November 2006.

**5.10 Tati Activox Main Civils (Tender no. 05140-HPR-1000-H01-P02-001)**

WBHO reached an agreement with Grinaker LTA, which was in a joint venture with Stefanutti, on or about 2006 in respect of the Tati Activox Project, in that, WBHO received a cover price from Grinaker-LTA in order for WBHO not to win the tender. This conduct is collusive tendering in contravention of section 4(1)(b)(iii) of the Act.

The project was for the main civil works at Tati Activox in Botswana. The client for the project was Lion Ore South Africa (Pty) Ltd. The tender was awarded to Grinaker-LTA/Stefanutti joint venture and the project was completed in September 2008.



## **6. Non-disclosed Project**

### **6.1 Pansy Cove Block of Flats**

WBHO reached an agreement with Grinaker-LTA on or about August 2004 in respect of the Pansy Cove project in Mossel Bay. In terms of the agreement, it is alleged by Grinaker-LTA that it provided a cover price to WBHO. This is collusive tendering in contravention of section 4(1)(b)(iii) of the Act.

The project was for the construction of a block of flats in Mossel Bay. The client was Leonpont 279 Properties (Pty) Ltd. The tender was awarded to Grinaker-LTA. Grinaker-LTA alleges that the project was completed in May 2007.

## **7. Admissions**

WBHO admits that it entered into the agreements detailed in paragraphs 5 and 6 above with its competitors in contravention of section 4(1)(b) of the Act.

## **8. Co-operation**

In so far as the Commission is aware, in compliance with the requirements as set out in the Invitation, WBHO:

- 8.1 has provided the Commission with information and documents in its possession or under its control, relating to the prohibited practices.
- 8.2 Has ceased to engage in, and will not in the future engage in, any form of prohibited practice;
- 8.3 has confirmed that it has not destroyed, falsified or concealed information, evidence and documents relating to the prohibited practices;
- 8.4 has confirmed that it has not misrepresented or made a wilful or negligent misrepresentation concerning the material facts of any prohibited practice or otherwise acted dishonestly.

## 9. Agreement Concerning Future Conduct

- 9.1 In compliance with the requirements as set out in the Invitation, WBHO agrees and undertakes to provide the Commission with full and expeditious co-operation from the time that this Consent Agreement is concluded until the subsequent proceedings in the Competition Tribunal or the Competition Appeal Court are completed. This includes, but is not limited to:
- 9.1.1 to the extent that it is in existence and has not yet been provided, providing (further) evidence, written or otherwise, which is in its possession or under its control, concerning the contraventions contained in this Consent Agreement;
  - 9.1.2 avail its employees and former employees to testify as witnesses for the Commission in any cases regarding the contraventions contained in this Consent Agreement.
- 9.2 WBHO has developed, implemented and is monitoring a competition law compliance programme incorporating corporate governance designed to ensure that its employees, management, directors and agents do not engage in future contraventions of the Act. In particular, such compliance programme will include mechanisms for the monitoring and detection of any contravention of the Act.
- 9.3 WBHO shall submit a copy of such compliance programme to the Commission within 60 days of the date of confirmation of the Consent Agreement as an order by the Competition Tribunal.
- 9.4 WBHO shall circulate a statement summarising the contents of this Consent Agreement to all management and operational staff employed at WBHO within 60 days from the date of confirmation of this Consent Agreement by the Tribunal.
- 9.5 WBHO will not in the future engage in any form of prohibited conduct and will not engage in any form of collusive tendering which will distort the outcome of tender processes but undertakes to engage in competitive bidding.





## 10. Administrative Penalty

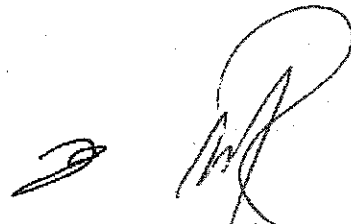
- 10.1 Having regard to the provisions of sections 58(1)(a)(iii) as read with sections 58(1)(a), 59(2) and 59(3) of the Act, as well as the factors listed in paragraphs 10.2 read together with paragraphs 19 – 28 of the Invitation, WBHO accepts that it is liable to pay an administrative penalty ("penalty").
- 10.2 According to the Invitation, the level of the penalty is to be set on the basis of a percentage of the annual turnover of WBHO in the relevant subsector in the Republic and its exports from the Republic for the financial year preceding the date of the Invitation.
- 10.3 The meetings and projects which WBHO has been found to have contravened the Act, fall under the Civil Engineering and General Building sub-sectors.
- 10.4 Accordingly, WBHO is liable for and has agreed to pay an administrative penalty in the sum of R311 288 311, which penalty is calculated in accordance with the Invitation.

## 11. Terms of Payment

- 11.1 WBHO shall pay the amount set out above in paragraph 9.4 to the Commission in three instalments over a period of two years, the first instalment of R 103 762 771, within 30 days from the date of confirmation of this Consent Agreement as an order of the Tribunal, the second instalment of R103 762 770, 12 months after the first instalment, and the third instalment of R103 762 770, 12 months after the second instalment.

- 11.2 This payment shall be made into the Commission's bank account, details of which are as follows :

Bank name : ABSA Bank  
Branch Name : Pretoria



Account Holder : Competition Commission Fees Account  
Account Number : 4050778578  
Account type : Current Account  
Branch Code : 323 345

11.3 The penalty will be paid over by the Commission to the National Revenue Fund in accordance with section 59(4) of the Act.

## 12. Full and Final Settlement

This agreement is entered into in full and final settlement of the specific conduct listed in paragraphs 5.1-5.10 and 6.1 of this Consent Agreement and, upon confirmation as an order by the Tribunal, concludes all proceedings between the Commission and WBHO in respect of this conduct only.

Dated and signed at SANDTON on the 23<sup>rd</sup> Day of JUNE 2013

For WBHO Construction

TERRENCE RONALD ARMSTRONGS - DIRECTOR  
[FILL IN NAME AND POSITION OF PERSON THAT IS SIGNING]

Dated and signed at Proctoria on the 24<sup>th</sup> Day of June 2013

For the Commission

Shan Ramburuth  
Commissioner