

AMENDMENT is made as of the date of the last signature below to an agreement reference AGD1V03188 between BAE SYSTEMS (OPERATIONS) LIMITED (the 'Company') and HLONGWANE CONSULTING (PTY) LTD (the 'Adviser') made on 9 September 2003 (the 'Agreement')

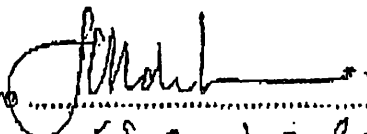
The parties have agreed as follows:

1. In this agreement, words and phrases defined in the Agreement have the same meaning when used in this agreement, unless the context requires otherwise.
2. Schedules B to the Agreement is deleted and the attached Schedules B replaces it.
3. By signing this agreement, the Adviser confirms and restates at the date of this agreement all the representations and warranties set out in Clause 4 of the Agreement.
4. This agreement is a valid and enforceable variation to the Agreement in accordance with the provisions of clause 9.2 of the Agreement
5. This agreement and the rights and liabilities of the parties under it are governed by and will be construed in all respects in accordance with the laws of England.
6. Any dispute or claim arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, must be submitted to and finally resolved by arbitration in London under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference within this clause. The tribunal will consist of a sole arbitrator and the language of the arbitration will be English. The parties acknowledge that service of any notices in the course of such arbitration at their addresses given the Agreement, or at such other address as a party may notify to the other for such purpose, will be sufficient and valid.

AS WITNESS the hands of the duly authorised representatives of the parties

Signed by a duly authorised representative of the Company

Signed by a duly authorised representative of the Adviser

Signature 
 Date 5 September 2005

Signature F. Hlongwane
 Date 29 August 2005

Territory: South Africa

Ref: AG03N05157




SCHEDULE B

Part 1

The Adviser has agreed with the Company that the Fee payable to the Adviser for the due and proper provision of the Services during the term of this Agreement will be the periodical retainer set out below, subject further to any maximum stated.

Amount	Period	Commencing on
1. £250,000	Per Quarter	1 April 2005

Maximum amount payable per annum: £1,000,000

Part 2

Payment conditions:

The Fee shall be paid in quarterly instalments in advance.

Part 3

Termination Date: 31 December 2007

Part 4

Special Conditions:

The Adviser warrants and represents that it is not a personal service company within the terms of the 4th Schedule to the South African Income Tax Act and that accordingly the Company is not required to treat it as an employee. The Adviser will indemnify the Company fully upon first written demand in respect of any loss, claim, expense or damage which the Company may suffer if the Adviser should be treated by the relevant authorities as a personal service company. If the Adviser shall be determined by the relevant authorities in South Africa to be an employee of the Company by virtue of this Agreement, this Agreement shall thereupon become void.

Ex-Gratia Payment

In addition to the Fee above, the Company will pay the Adviser the sum of US\$8 Million, in full and final settlement for all additional work undertaken by the Adviser at the Company's request and completed to the satisfaction of the Company, with respect to Contract Number: 32C101/AD3 (Gripen Tranche 3).