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**NOTEHOLDERS GUARANTEE AGREEMENT**

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by

**AEL HOLDCO LIMITED**

and

**CHEMICAL SERVICES LIMITED**

and

**PAARDEVLEI PROPERTIES PROPRIETARY LIMITED**

in favour of the

**NOTEHOLDERS**

for the obligations of

**AECI LIMITED**

in respect of

the establishment of the AECI Limited ZAR5,000,000,000 Domestic Medium Term Note Programme.

## GUARANTEE

We, the undersigned,

**AEL HOLDCO LIMITED** (*registration number 2002/013171/06*) being a public company incorporated in accordance with the laws of South Africa;

**CHEMICAL SERVICES LIMITED** (*registration number 1967/003338/06*) being a public company incorporated in accordance with the laws of South Africa; and

**PAARDEVLEI PROPERTIES (PROPRIETARY) LIMITED** (*registration number 1989/007165/07*) being a private company incorporated in accordance with the laws of South Africa,

hereby, jointly and severally, irrevocably and unconditionally guarantee (as primary obligor and not merely as surety) to the Noteholders of Notes issued or to be issued by AECI Limited (registration number: 1924/002590/06) (the Issuer) under the AECI Limited ZAR5,000,000,000 Domestic Medium Term Note Programme (the Programme), the due and punctual performance of all obligations arising under the Programme pursuant to this Programme Memorandum which the Issuer may incur to the Noteholders and the due and punctual payment of all amounts due by the Issuer in respect of the Notes arising under the Programme pursuant to the Programme Memorandum issued by the Issuer, dated 27 November 2015, as amended and/or supplemented from time to time (the Programme Memorandum).

1. Terms used but not defined herein have the meanings set forth in the section of the Programme Memorandum headed "*Terms and Conditions of the Notes*" (the **Terms and Conditions**).
2. All payments made in terms of this Guarantee shall be made *mutatis mutandis* in accordance with Conditions 9 (*Interest*) and 10 (*Payments*) of the Terms and Conditions.
3. This Guarantee shall be binding on each Guarantor jointly and severally, and shall continue to be binding on each such Guarantor and, with respect to any payment, or any part thereof, of principal and/or interest on any Note that is rescinded or must otherwise be returned by the Transfer Agent or any Noteholder if such rescission or return of payment has been compelled by law as a result of the insolvency of any of the Issuer or any other Person or if such rescission or return of payment is a result of any law, regulation or decree applicable to the Issuer or such Persons.
4. Each Guarantor hereby renounces, jointly and severally, all benefits arising from the legal exceptions "*non numeratae pecuniae*" (no money was paid over), "*non causa debiti*" (lack of actionable debt), "*errore calculi*" (mistake in calculation of amount due) and "*beneficia excussionis et divisionis*" (the benefits of excussion and division), with the force and effect of which such Guarantor hereby declares it to be fully acquainted. Each Guarantor agrees that this Guarantee is to be in addition and without prejudice to any other suretyship/s and security/ies now or hereafter to be held by the Noteholders and shall remain in force as a continuing security notwithstanding any intermediate settlement of account and notwithstanding any legal disability of such Guarantor.

5. For so long as a Tranche of Senior Notes remains Outstanding, each Guarantor undertakes not to, and will procure that it shall not, create or permit the creation of any Encumbrance, other than any Permitted Encumbrance over any of its present or future businesses, undertakings, assets or revenues (including any uncalled capital) to secure any present or future Indebtedness of the Issuer or such Guarantor or any guarantee or indemnity given in respect of any present or future Indebtedness (save for those that have been accorded a preference by law) without at the same time securing all Senior Notes equally and rateably with such Indebtedness or any such guarantee or indemnity or providing such other security as may be approved by Extraordinary Resolution of the Senior Noteholders, unless the provision of any such security is waived by an Extraordinary Resolution of the Senior Noteholders.
6. No action in respect of any collateral or security given by the Issuer, or any other Persons, in respect of the Notes is required to be taken before action is taken against any of the Guarantors under this Guarantee, and the existence or enforceability of this Guarantee shall not affect or be affected by any other security held in respect of the Issuer's obligations under the Notes.
7. Any admission made by the Issuer in respect of the Notes shall be binding on each Guarantor.
8. A demand made under this Guarantee by any Noteholder after an Event of Default has occurred and while it is continuing shall be made in writing to all or any of the Guarantors at the address specified below.
9. Payment to the Paying Agent under this Guarantee shall:
  - 9.1. be made by and of the Guarantors to the Paying Agent not later than 3 (three) Business Days after receipt of a demand in accordance with clause 8 above;
  - 9.2. discharge any of the Guarantors of its applicable obligations to the Noteholders under this Guarantee; and
  - 9.3. pro tanto discharge the Issuer of its corresponding obligations to the Noteholders under the Notes.
10. Notwithstanding any part payment by the Guarantors or on the Guarantors' behalf, the Guarantors shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any action against the Issuer or against any other surety for the Issuer in respect thereof unless and until the indebtedness of the Issuer to the Noteholders shall have been discharged in full.
11. Each notice, demand or other communication under this Guarantee shall be in writing and be delivered personally or by recognised courier or electronic communication and be deemed to have been given:
  - 11.1. in the case of a letter, when delivered; and

11.2. shall be sent to the Guarantors at:

AECI Limited  
Postal Address:  
Private Bag X21  
Gallo Manor  
2052  
South Africa

Physical address:  
1<sup>st</sup> Floor AECI Place  
24 The Woodlands  
Woodlands Drive  
2196  
South Africa

Attention: Mr T Starke

E-mail: trevor.starke@aeci.co.za

or to such other address in South Africa as is notified from time to time by the Guarantors to the Noteholders in accordance with Condition 19 (*Notices*) of the Terms and Conditions.

12. Each Guarantor chooses the above address as its *domicilium citandi et executandi* for all purposes under this Guarantee, whether in respect of court process, notices or other documents or communications of whatsoever nature.
13. This Guarantee is, and all rights and obligations relating to this Guarantee are, governed by, and shall be construed in accordance with, the laws of South Africa.
14. This Guarantee will terminate upon all of the obligations of the Issuer under the Notes being fully and finally discharged in accordance with the Terms and Conditions.
15. Each Guarantor agrees for the benefit of the Noteholders that the High Court of South Africa, Gauteng Local Division, Johannesburg (or any successor to that division) shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Guarantee and, for such purposes, irrevocably submits to the jurisdiction of such court.
16. This Guarantee will be deposited with, and be held by, the Transfer Agent until the later of:
  - 16.1. the date on which the Programme is terminated by the Issuer; and
  - 16.2. the date on which all of the obligations of the Issuer and the Guarantors under or in respect of the Notes have been discharged in full.
17. Each Guarantor acknowledges and agrees that each Noteholder shall be entitled to require the Transfer Agent to produce the original of this Guarantee on request and further shall be entitled to require the Transfer Agent, which shall be obliged, to provide a copy of this Guarantee to that Noteholder on request. In holding the Guarantee, the Transfer Agent shall

not act in any fiduciary or similar capacity for the Noteholders and shall not accept any liability, duty or responsibility to Noteholders in this regard.

18. Any member of the AECI Group may become an Additional Guarantor if such member delivers to the Issuer and the Issuer accepts:
  - 18.1. a duly completed and executed Accession Letter in the form as attached hereto as Schedule 1 (*Form of Accession Letter*); and
  - 18.2. all of the documents and other evidence listed in Schedule 3 (*Conditions Precedent*) hereto in relation to that Additional Guarantor, each in a form and substance satisfactory to the Issuer.
19. A Guarantor may cease to be a Guarantor if it is no longer a Material Subsidiary of the Issuer and delivers to the Issuer a Resignation Letter in the form as attached hereto as Schedule 2 (*Form of Resignation Letter*).
20. This Guarantee constitutes the whole agreement relating to the subject matter hereof. No amendment or consensual cancellation of this Guarantee or any provision or term hereof shall be binding unless approved by Extraordinary Resolution of Noteholders and thereafter recorded in a written document signed by each Guarantor. Any waiver or relaxation or suspension given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
21. This Guarantee may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

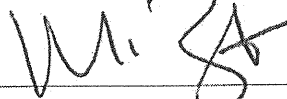
**- SIGNATURE PAGES TO FOLLOW -**

SIGNED at JOHANNESBURG on this the 27<sup>th</sup> day of NOVEMBER 2015.

For and on behalf of  
AEL HOLDCO LIMITED



Signatory: Mark Kathan  
Capacity: Director  
Who warrants his/her authority hereto



Signatory: MARK OYOK  
Capacity: DIRECTOR  
Who warrants his/her authority hereto

SIGNED at JOHANNESBURG on this the 27<sup>th</sup> day of NOVEMBER 2015.

For and on behalf of  
CHEMICAL SERVICES LIMITED



Signatory: Mark Katnam  
Capacity: Director  
Who warrants his/her authority hereto



Signatory: MARK KATNAM  
Capacity: DIRECTOR  
Who warrants his/her authority hereto

SIGNED at JOHANNESBURG on this the 27<sup>th</sup> day of NOVEMBER 2015.

For and on behalf of  
PAARDEVLEI PROPERTIES PROPRIETARY  
LIMITED



Signatory: Mark Kathan  
Capacity: Director  
Who warrants his/her authority hereto



Signatory: MARK DYTORS  
Capacity: DIRECTOR  
Who warrants his/her authority hereto



**SCHEDULE 1**  
**FORM OF ACCESSION LETTER**

To: [insert]

And to: [insert]

From: [Insert full name of Additional Guarantor] (the **Acceding Party**)

Date: [insert]

Dear Sirs

**AECI LIMITED ZAR5,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME -  
GUARANTEE DATED 27 NOVEMBER 2015 (the Guarantee)**

1. We refer to the Guarantee. This is an Accession Letter, and terms used in this Accession Letter have the same meaning as in the Guarantee.
2. This Accession Undertaking is delivered to you as Issuer pursuant to Condition 8 (*Guarantee*) of the Terms and Conditions and Clause 18 of the Guarantee.
3. In consideration of the Acceding Party being accepted as a Guarantor for the purposes of the Guarantee, the Acceding Party hereby confirms that, as from the date of acceptance of this Accession Letter by the Issuer, it –
  - 3.1. intends to be a party to the Guarantee as a Guarantor;
  - 3.2. intends to be a party to the Programme Agreement as a Guarantor;
  - 3.3. undertakes to perform all the obligations expressed in the Guarantee and the Programme Agreement to be assumed by a Guarantor; and
  - 3.4. agrees that it shall be bound by all the provisions of the Guarantee and the Programme Agreement as if it had been an original party to the Guarantee and Programme Agreement as a Guarantor.
4. This Accession Letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Accession Letter.
5. This Accession Letter shall be governed by and construed in accordance with the laws of South Africa.

For and on behalf of  
[The Acceding Party]

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Name: [Full name of Additional Guarantor]  
Capacity:  
Who warrants his/her authority hereto  
Address for notices:  
Address:  
Email:

For and on behalf of  
**AECI Limited**

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Name:  
Capacity:  
Who warrants his/her authority hereto

**SCHEDULE 2**  
**FORM OF RESIGNATION LETTER**

To: [insert]

From: [insert]

Date: [insert]

Dear Sirs

**AECI LIMITED ZAR5,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME -  
GUARANTEE DATED 27 NOVEMBER 2015 (the Guarantee)**

1. We refer to the Guarantee. This is a Resignation Letter. Terms defined in the Guarantee have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
2. This Resignation Letter is delivered to you as the Issuer pursuant to Condition 8 (*Guarantee*) of the Terms and Conditions and Clause 19 of the Guarantee.
3. Pursuant to Condition 8.6 (*Resignation of a Guarantor*) of the Terms and Conditions and Clause 19 of the Guarantee, we confirm our resignation as a Guarantor.
4. Pursuant to Condition 8.6 (*Resignation of a Guarantor*) of the Terms and Conditions, we have attached as Annexure "A" to this letter a certificate confirming that the Issuer and the Guarantors will comply with the Guarantee Ratio after the removal of the resigning Guarantor.
5. We request that by your signature hereto, you confirm our release from our obligations as a Guarantor under the Guarantee, the Terms and Conditions and the Programme Agreement.
6. This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by, and construed in accordance with, the laws of South Africa.

For and on behalf of  
[Insert resigning Guarantor]

For and on behalf of  
**AECI Limited**

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

**ANNEXURE A  
COMPLIANCE CERTIFICATE**

To: [insert]

From: [insert]

Date: [insert]

Dear Sirs

**AECI LIMITED ZAR5,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME (the Programme) – GUARANTEE DATED 27 NOVEMBER 2015 (the Guarantee)**

1. We refer to the Guarantee and the terms and conditions of Programme (the Terms and Conditions). This is a Compliance Certificate. Terms defined in the Terms and Conditions have the same meaning in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. This Compliance Certificate is delivered in respect of Condition 19 (*Notices*).
3. We confirm that immediately after the resignation of [*Insert name of resigning guarantor*], the Issuer and the remaining Guarantors will comply with the Guarantee Ratio (as defined in Condition 8.7).

For and on behalf of  
**AECI Limited**

For and on behalf of  
**AECI Limited**

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

**SCHEDULE 3**  
**CONDITIONS PRECEDENT**

1. An Accession Letter executed by the Additional Guarantor.
2. A copy of the Constitutional Documents of the Additional Guarantor.
3. A certified copy of all resolutions and other authorisations required to be passed or given, and evidence of any other action required to be taken, on behalf of the Additional Guarantor and/or its shareholders:
  - 3.1. to approve its entry into the Accession Letter, the Guarantee and the Programme Agreement; and
  - 3.2. to authorise appropriate Persons to execute and enter into each of the Accession Letter, the Guarantee and the Programme Agreement; to take any other action in connection therewith; and to authorise appropriate Persons to enter into the Accession Letter, the Guarantee and the Programme Agreement.
4. A copy of any other authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration or other document, opinion or assurance which the Issuer considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Letter, Guarantee and Programme Agreement or for the validity and enforceability of the Accession Letter, Guarantee and Programme Agreement.
5. If available, the latest audited financial statements of the Additional Guarantor.
6. A legal opinion of the legal advisers to the Issuer, Arrangers and Dealers addressed to the Issuer, Arrangers and Dealers dealing with, *inter alia*, the capacity and authority of the Additional Guarantor to enter into the Accession Letter, the Programme Agreement and the Guarantee, substantially in the form distributed to, and agreed by, the Additional Guarantor prior the date of the Accession Letter.