



## EXXARO RESOURCES LIMITED

*(Incorporated in the Republic of South Africa with limited liability under registration number 2000/011076/06)*

*Jointly and severally, unconditionally and irrevocably guaranteed by*

**EXXARO COAL PROPRIETARY LIMITED**

*(Incorporated in the Republic of South Africa with limited liability under registration number 2000/011078/07)*  
and

**EXXARO COAL MPUMALANGA PROPRIETARY LIMITED**

*(Incorporated in the Republic of South Africa with limited liability under registration number 1999/010289/07)*

## ZAR5,000,000,000 Domestic Medium Term Note Programme

Under this ZAR5,000,000,000 Domestic Medium Term Note Programme (the Programme), Exxaro Resources Limited (the Issuer) may from time to time issue notes (the Notes), which expression shall include Senior Notes and Subordinated Notes (each as defined herein) denominated in any currency agreed by the Issuer and the relevant Dealer(s) (as defined herein) and further subject to all Applicable Laws and, in the case of Notes listed on the Interest Rate Market of the JSE (as defined herein) or such other Financial Exchange(s) (as defined herein) as may be determined by the Issuer and the relevant authority, the debt listings requirements of the JSE Limited (the JSE) or such other Financial Exchange(s), that are subject to the terms and conditions (the Terms and Conditions) contained in this Programme Memorandum. Any other terms and conditions not contained in the Terms and Conditions that are applicable to any Notes, replacing or modifying the Terms and Conditions, will be set forth in a pricing supplement (the Applicable Pricing Supplement).

Capitalised terms used in this Programme Memorandum (as defined herein) are defined in the section of this Programme Memorandum headed "Terms and Conditions of the Notes", unless separately defined, and/or in relation to a Tranche of Notes, in the Applicable Pricing Supplement.

As at the Programme Date, the Programme Amount is ZAR5,000,000,000. This Programme Memorandum will apply to the Notes issued under the Programme in an aggregate outstanding Nominal Amount which will not exceed ZAR5,000,000,000 unless such amount is increased by the Issuer pursuant to the section of this Programme Memorandum headed "General Description of the Programme".

Exxaro Coal Proprietary Limited and Exxaro Coal Mpumalanga Proprietary Limited, jointly and severally, irrevocably and unconditionally guarantee the holders of the Notes (the Noteholders) 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 payment of all amounts owing by the Issuer in respect of the Notes arising under the Programme pursuant to this Programme Memorandum. See Condition 8 (Guarantee) on pages 66 to 72 with respect to changes to the Guarantors.

The Notes may comprise, without limitation, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes and/or such combination of the foregoing Notes and/or such other type of Notes as may be determined by the Issuer and the relevant Dealer(s) and specified in the Applicable Pricing Supplement. Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement.

This Programme Memorandum has been approved by the JSE. A Tranche of Notes may be listed on the Interest Rate Market of the JSE or on such other Financial Exchange(s) as may be determined by the Issuer, subject to all Applicable Laws. Unlisted Notes, which are not regulated by the JSE, may also be issued under the Programme. Claims against the BESA Guarantee Fund Trust may only be made in respect of the trading of Notes listed on the Interest Rate Market of the JSE in accordance with the rules of the BESA Guarantee Fund Trust. The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE or the BESA Guarantee Fund Trust. Unlisted Notes are not regulated by the JSE. A copy of the Applicable Pricing Supplement relating to a Tranche of Notes which is to be listed on the Interest Rate Market of the JSE will be delivered to the JSE and the CSD, before the Issue Date, and the Notes in that Tranche may be traded by or through members of the JSE from the date specified in the Applicable Pricing Supplement, in accordance with the Applicable Procedures. The settlement of trades on the JSE will take place in accordance with the electronic settlement procedures of the JSE and the CSD for all trades done through the JSE. The placement of a Tranche of unlisted Notes may (at the sole discretion of the Issuer) be reported through the JSE reporting system, in which event the settlement of trades in such Notes will take place in accordance with the electronic settlement procedures of the JSE and the CSD for all trades done through the JSE. The settlement and redemption procedures for a Tranche of Notes listed on any Financial Exchange (other than or in addition to the JSE) will be specified in the Applicable Pricing Supplement.

The Notes may be issued on a continuing basis and be placed by one or more of the Dealer(s) specified under the section headed "Summary of the Programme" and any additional Dealer(s) appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis. References in this Programme Memorandum to the "relevant Dealer" shall, in the case of Notes being (or intended to be) placed by more than one Dealer, be to all Dealers agreeing to place such Notes.

As at the Programme Date, the Issuer and the Programme are rated. A Tranche of Notes may also, on or before the Issue Date, be rated by a Rating Agency on a national scale or global scale basis. Unrated Tranches of Notes may also be issued. The Rating assigned to the Issuer and/or the Programme and/or the Notes, as the case may be, as well as the Rating Agency(ies) which assigned such Rating(s), will be specified in the Applicable Pricing Supplement.

### Arrangers and Dealers

Absa Bank Limited

(acting through its Corporate and Investment Banking division)  
Deutsche Bank AG, Johannesburg Branch

### JSE Debt Sponsor

Absa Bank Limited

(acting through its Corporate and Investment Banking division)

Programme Memorandum dated 25 April 2014.

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## GENERAL

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*Capitalised terms used in this section headed "General" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.*

The Issuer and the Guarantors accept full responsibility for the accuracy of the information contained in this Programme Memorandum and all documents incorporated by reference (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*"). To the best of the knowledge and belief of the Issuer and the Guarantors (who have taken all reasonable care to ensure that such is the case) the information contained in this Programme Memorandum is in accordance with the facts and does not omit any fact which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made.

This Programme Memorandum contains all information required by law and the debt listings requirements of the JSE.

The JSE takes no responsibility for the contents of this Programme Memorandum, any Applicable Pricing Supplements, or the annual reports of the Issuer and/or the Guarantors (as amended or restated from time to time), makes no representation as to the accuracy or completeness of any of the foregoing documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of this Programme Memorandum, any Applicable Pricing Supplements, or the annual reports of the Issuer and/or the Guarantors (as amended or restated from time to time).

The Issuer and the Guarantors, having made all reasonable enquiries, confirms that this Programme Memorandum contains or incorporates all information which is material in the context of the issue and the offering of Notes, that the information contained or incorporated in this Programme Memorandum is true and accurate in all material respects and is not misleading, that the opinions and the intentions expressed in this Programme Memorandum are honestly held and that there are no other facts, the omission of which would make this Programme Memorandum or any of such information or expression of any such opinions or intentions misleading in any material respect.

This document is to be read and construed with any amendment or supplement thereto (this document, as amended or supplemented, the **Programme Memorandum**) and in conjunction with any other documents which are deemed to be incorporated herein by reference (see the section headed "*Documents Incorporated by Reference*") and, in relation to any Tranche (as defined herein) of Notes, should be read and construed together with the Applicable Pricing Supplement. This Programme Memorandum shall be read and construed on the basis that such documents are incorporated into and form part of this Programme Memorandum.

The Arrangers, the Dealers, the JSE Debt Sponsor or any of their respective subsidiaries or holding companies or a subsidiary of their holding company (**Affiliates**) and other professional advisers named herein have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arrangers, the Dealers, the JSE Debt Sponsor nor any of their Affiliates or other professional advisers as to the accuracy or completeness of the information contained in this Programme Memorandum or any other information provided by the Issuer or the Guarantors. The Arrangers, the Dealers, the JSE Debt Sponsor and other professional advisers do not accept any liability in relation to the information contained in this Programme Memorandum or any other information provided by the Issuer and/or the Guarantors in connection with the Programme.

No Person has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Programme Memorandum or any other document entered into in relation to the Programme or any other information supplied by the Issuer in connection with the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Guarantors, the Arrangers, the Dealers, the JSE Debt Sponsor or other professional advisers.

Neither this Programme Memorandum nor any other information supplied in connection with the Programme is intended to provide a basis for any credit or other evaluation, or should be considered as a recommendation by the Issuer, the Guarantors, the Arrangers, the Dealers, the JSE Debt Sponsor and other professional advisers that any recipient of this Programme Memorandum or any other information supplied in connection with the Programme should subscribe for, or purchase, any Notes.

Each Person contemplating the subscription for, or purchase of, any Notes should determine for itself the relevance of the information contained in this Programme Memorandum and should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and/or the Guarantors and its subscription for, or purchase of, Notes should be based upon any such investigation as it deems necessary. Neither this Programme Memorandum nor any Applicable Pricing Supplement nor any other information supplied in connection with the Programme constitutes an offer or invitation by or on behalf of the Issuer, the Guarantors, the Arrangers, or any Dealers to any Person to subscribe for or to purchase any Notes.

Neither the delivery of this Programme Memorandum nor any Applicable Pricing Supplement nor the offering, sale or delivery of any Note shall at any time imply that the information contained herein is correct at any time subsequent to the date hereof, or that any other financial statements or other information supplied in connection with the Programme is correct at any time subsequent to the date indicated in the document containing the same. The Arrangers, the Dealers, the JSE Debt Sponsor and other professional advisers expressly do not undertake to review the financial condition or affairs of the Issuer and/or the Guarantors during the life of the Programme. Investors should review, *inter alia*, the most recent financial statements, if any, of the Issuer and/or the Guarantors, when deciding whether or not to subscribe for, or purchase, any Notes.

Neither this Programme Memorandum nor any Applicable Pricing Supplement constitutes an offer to sell or the solicitation of an offer to buy or an invitation to subscribe for or purchase any Notes. The distribution of this Programme Memorandum and any Applicable Pricing Supplement and the issue, sale or offer of Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Programme Memorandum or any Applicable Pricing Supplement or any Notes come are required by the Issuer, the Guarantors, the Arrangers, the Dealers, the JSE Debt Sponsor and other professional advisers to inform themselves about, and observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Programme Memorandum or any Applicable Pricing Supplement and other offering material relating to the Notes, see the section headed "*Subscription and Sale*".

None of the Issuer, the Guarantors, the Arrangers, the Dealers, the JSE Debt Sponsor nor other professional advisers represents that this Programme Memorandum may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Arrangers, the Dealers, the JSE Debt Sponsor or other professional advisers which would permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Programme Memorandum nor any advertisement nor other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any Applicable Laws and regulations. The Dealers have represented that all offers and sales by it will be made on the same terms.

**The Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the Securities Act). Notes may not be offered, sold or delivered within the United States or to U.S. Persons except in accordance with Regulation S under the Securities Act.**

In connection with the issue and distribution of any Tranche of Notes under the Programme, the relevant Dealer(s), if any, that is specified in the Applicable Pricing Supplement as the Stabilising Manager (or any Person acting for the Stabilising Manager) may, if specified in that Applicable Pricing Supplement, and only if such stabilising is permitted by the debt listings requirements of the JSE and approved by the JSE, over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on the Stabilising Manager (or any agent of the Stabilising Manager) to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall be in compliance with all Applicable Laws, regulations and rules.

The price/yield and amount of a Tranche of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

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## TABLE OF CONTENTS

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	<i>Page</i>
DOCUMENTS INCORPORATED BY REFERENCE	5
GENERAL DESCRIPTION OF THE PROGRAMME	7
SUMMARY OF THE PROGRAMME	8
FORM OF THE NOTES	16
<i>PRO FORMA</i> APPLICABLE PRICING SUPPLEMENT	18
TERMS AND CONDITIONS OF THE NOTES	27
TERMS AND CONDITIONS OF THE GUARANTEE	66
USE OF PROCEEDS	73
DESCRIPTION OF EXXARO RESOURCES LIMITED	74
INVESTOR CONSIDERATIONS	111
SETTLEMENT, CLEARING AND TRANSFER OF NOTES	115
SUBSCRIPTION AND SALE	117
SOUTH AFRICAN TAXATION	120
SOUTH AFRICAN EXCHANGE CONTROL	123
GENERAL INFORMATION	124

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## DOCUMENTS INCORPORATED BY REFERENCE

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*Capitalised terms used in this section headed "Documents Incorporated by Reference" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.*

The following documents shall be deemed to be incorporated in, and to form part of, this Programme Memorandum:

- (a) all amendments and/or supplements to this Programme Memorandum prepared by the Issuer from time to time;
- (b) the Guarantee executed by the Guarantors in favour of the Noteholders, each Resignation Letter executed by any Guarantor and each Accession Letter executed by an Additional Guarantor;
- (c) as at the Programme Date, the published and independently audited consolidated annual financial statements, together with reports and notes thereto, of the Issuer for the three financial years ended 31 December 2011, 2012 and 2013 and after the Programme Date, the published audited consolidated annual financial statements, together with reports and notes thereto, of the Issuer in respect of further financial years, as and when such published audited consolidated financial statements become available;
- (d) as at the Programme Date, the published annual or integrated report, as applicable, (incorporating the Issuer's audited consolidated annual financial statements, together with reports and notes thereto) of the Issuer and attached to or intended to be read with such financial statements of the Issuer for the three financial years ended 31 December 2011, 2012 and 2013 and after the Programme Date, the published integrated report of the Issuer in respect of further financial years, as and when such published annual report becomes available;
- (e) as at the Programme Date, the published and independently audited annual financial statements, together with reports and notes thereto, of each Guarantor for the three financial years ended 31 December 2010, 2011 and 2012 and after the Programme Date, the published audited annual financial statements, together with reports and notes thereto, of each Guarantor in respect of further financial years, as and when such published audited financial statements become available;
- (f) as from the Programme Date, the interim financial statements of the Issuer, together with such statements, reports and notes attached to or intended to be read with such interim financial statements as and when such interim financial statements become available;
- (g) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme; and
- (h) all information pertaining to the Issuer which is relevant to the Programme and/or this Programme Memorandum which will be electronically submitted through the Securities Exchange News Service (**SENS**) or similar service established by the JSE, to SENS subscribers, if required,

save that any statement contained in this Programme Memorandum or in any of the documents incorporated by reference in and forming part of this Programme Memorandum shall be deemed to be modified or superseded for the purpose of this Programme Memorandum to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The Issuer will, for as long as any Note remains Outstanding, provide at its registered office as set out at the end of this Programme Memorandum, without charge, a copy of all of the documents which are incorporated herein by reference, unless such documents have been modified or superseded, in which case the modified or superseding documentation will be provided, including the most recently obtained beneficial disclosure report made available by the Participant to the CSD. Requests for such documents should be directed to the Issuer at its registered office as set out at the end of this Programme Memorandum. In addition, the constitutive documents of the Issuer will be available at the registered office of the Issuer as set out at the end of this Programme Memorandum.

This Programme Memorandum, any amendments and/or supplements thereto, the Applicable Pricing Supplements relating to any issue of listed Notes and the independently audited annual financial statements of the Issuer are also available on the Issuer's website, <http://www.exxaro.com/>. In addition, this Programme Memorandum, any amendments and/or supplements thereto and the Applicable Pricing Supplements relating to any issue of listed Notes will be filed with the JSE which will publish such documents on its website at <http://www.jse.co.za>. This Programme Memorandum does not constitute an offer or invitation by or on behalf of the Issuer, the Guarantors, the Arrangers and the Dealers or their Affiliates, the JSE Debt Sponsor or other professional advisors to any Person in any jurisdiction to subscribe for or purchase any Notes.

The Issuer will, for so long as any Note remains outstanding and listed on the Interest Rate Market of the JSE, publish a new Programme Memorandum or a supplement to this Programme Memorandum, as the case may be, if:

- (a) a change in the condition (financial or trading position) of the Issuer or any Guarantor has occurred which is material in the context of the Notes so listed or the Guarantee and the Issuer's or Guarantor's, as the case may be, payment obligations thereunder; or
- (b) an event has occurred which affects any matter contained in this Programme Memorandum, the disclosure of which would reasonably be required by Noteholders and/or potential investors in the Notes; or
- (c) any of the information contained in this Programme Memorandum becomes outdated in a material respect; or
- (d) this Programme Memorandum no longer contains all the materially correct information required by the Applicable Procedures,

provided that, in the circumstances set out in paragraphs (c) and (d) above, no new Programme Memorandum or supplement to this Programme Memorandum, as the case may be, is required in respect of the Issuer's and the Guarantors' audited annual financial statements if such audited annual financial statements are incorporated by reference into this Programme Memorandum and such audited annual financial statements are published, as required by the Companies Act.

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## GENERAL DESCRIPTION OF THE PROGRAMME

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*Capitalised terms used in this section headed "General Description of the Programme" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.*

The Issuer may from time to time issue one or more Tranches of Notes under the Programme, pursuant to this Programme Memorandum, provided that the aggregate outstanding Nominal Amount of all of the Notes issued under the Programme from time to time does not exceed the Programme Amount.

A Tranche of Notes may be listed on the Interest Rate Market of the JSE or on such other or additional Financial Exchange(s) as may be determined by the Issuer, subject to Applicable Laws. Unlisted Notes may also be issued under the Programme. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, on which Financial Exchange. If the Issuer issues a Tranche of unlisted Notes or a Tranche of Notes is listed on any Financial Exchange other than (or in addition to) the JSE, the Issuer will, by no later than the last Day of the month of issue of that Tranche of Notes, inform the JSE in writing of the aggregate Nominal Amount and the Maturity Date (if any) of that Tranche of Notes.

This Programme Memorandum and any supplement will only be valid for the issue of Notes in an aggregate Nominal Amount which does not exceed ZAR5,000,000,000 or its equivalent in other currencies. For the purpose of calculating the South African Rand equivalent of the aggregate Nominal Amount of the Notes issued under the Programme from time to time, the South African Rand equivalent of the Notes denominated in another Specified Currency (as specified in the Applicable Pricing Supplement) shall be determined as of the date of agreement to issue such Notes (the **Agreement Date**) on the basis of the spot rate for the sale of the South African Rand against the purchase of such Specified Currency in the South African foreign exchange market quoted by any leading bank selected by the Issuer on the Agreement Date (the **Conversion Rate**) and in respect of:

- (a) Zero Coupon Notes and other Notes, the Conversion Rate shall be applied to the net subscription proceeds received by the Issuer for the relevant issue; and
- (b) Partly-Paid Notes and Index-Linked Notes, the Conversion Rate shall be applied to the Nominal Amount regardless of the amount paid up on such Notes.

From time to time the Issuer may wish to increase the Programme Amount. Subject to the Applicable Procedures, all Applicable Laws and the Programme Agreement (as defined in the section headed "*Subscription and Sale*"), the Issuer may, without the consent of Noteholders, increase the Programme Amount by delivering a notice thereof to the Noteholders in accordance with Condition 19 (*Notices*) of the Terms and Conditions, and to the Guarantors, the Arrangers, the Dealers, the JSE and the CSD. Upon such notice being given to the Noteholders and the conditions set out in the Programme Agreement to exercise this right having been met, all references in this Programme Memorandum (and each agreement, deed or document relating to the Programme and/or this Programme Memorandum) to the Programme Amount will be, and will be deemed to be, references to the increased Programme Amount set out in such notice.

As at the Programme Date, the Issuer and the Programme are rated. A Tranche of Notes may also, on or before the Issue Date, be rated by a Rating Agency on a national scale or global scale basis. Unrated Tranches of Notes may also be issued. The Rating assigned to the Issuer and/or the Programme and/or the Notes, as the case may be, as well as the Rating Agency(ies) which assigned such Rating(s), will be specified in the Applicable Pricing Supplement. A Rating is not a recommendation to subscribe for, buy, sell or hold any Notes. A Rating of the Issuer and/or the Programme and/or a Rating of a Tranche of Notes may be subject to revision, suspension or withdrawal at any time by the Rating Agency.

This Programme Memorandum will only apply to Notes issued under the Programme on or after the Programme Date.

A summary of the Programme and the Terms and Conditions appears below.

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## SUMMARY OF THE PROGRAMME

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*The following summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Programme Memorandum and, in relation to the Terms and Conditions of any particular Tranche of Notes, the Applicable Pricing Supplement. Words and expressions defined in the Terms and Conditions shall have the same meanings in this summary.*

### PARTIES

<b>Issuer</b>	Exxaro Resources Limited (registration number 2000/011076/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa.
<b>Guarantors</b>	(i) Exxaro Coal Proprietary Limited; (ii) Exxaro Coal Mpumalanga Proprietary Limited; (iii) any member of the Exxaro Group that becomes an Additional Guarantor in accordance with Condition 8 ( <i>Guarantee</i> ) and the terms of the <i>Guarantee</i> ,  other than any Person that has resigned as a Guarantor in accordance with Condition 8 ( <i>Guarantee</i> ) and the terms of the <i>Guarantee</i> .
<b>Arrangers</b>	Absa Bank Limited (acting through its Corporate and Investment Banking division) (registration number: 1986/004794/06) ( <b>Absa</b> ), a public company with limited liability and a registered bank duly incorporated in accordance with the company laws of South Africa; and  Deutsche Bank AG, Johannesburg Branch (registration number 1998/003298/10) ( <b>Deutsche Bank</b> ), a public company with limited liability duly incorporated in Germany and registered as an external company in accordance with the company laws of South Africa.
<b>Dealers</b>	Absa;  Deutsche Bank; and  and/or any additional Dealers appointed by the Issuer from time to time, which appointment may be for a specific issue or on an ongoing basis, subject to the Issuer's right to terminate the appointment of any such Dealer(s), as indicated in the Applicable Pricing Supplement.
<b>Transfer Agent</b>	Absa, or such other entity appointed by the Issuer as Transfer Agent, in which event that other entity will act as Transfer Agent, as specified in the Applicable Pricing Supplement.
<b>Paying Agent</b>	Absa or such other entity appointed by the Issuer as Paying Agent, in which event that other entity will act as Paying Agent, as specified in the Applicable Pricing Supplement.
<b>Calculation Agent</b>	Absa, or such other entity appointed by the Issuer as Calculation Agent, in which event that other entity will act as Calculation Agent, as specified in the Applicable Pricing Supplement.
<b>JSE Debt Sponsor</b>	Absa, or such other entity appointed by the Issuer from time to time.
<b>CSD</b>	Strate Limited (registration number 1998/022242/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa and



registered as a central securities depository in terms of the Financial Markets Act, or its nominee, licensed as a central securities depository in terms of the Financial Markets Act or any successor depository, or any additional or alternate depository as may be agreed between the Issuer and the relevant Dealer(s).

**JSE**

the JSE Limited (registration number 2005/022939/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa and a licensed financial exchange in terms of the Financial Markets Act or any exchange which operates as a successor exchange to the JSE.

**GENERAL**

**Blocked Rands**

Blocked Rands may be used to subscribe for, or purchase, Notes, subject to the Exchange Control Regulations.

**Clearing and Settlement**

Each Tranche of Notes which is held in the CSD will be issued, cleared and settled in accordance with the Applicable Procedures through the electronic settlement system of the CSD. The CSD acts as the approved electronic clearing house, and carries on the role of matching, clearing and facilitation of settlement of all transactions carried out on the JSE. Each Tranche of Notes which is held in the CSD will be cleared by Participants who will follow the electronic settlement procedures prescribed by the JSE and the CSD (see the section of this Programme Memorandum headed "*Settlement, Clearing and Transfers of Notes*").

**Cross-Default**

The terms of the Notes will contain a cross-default provision relating to indebtedness for money borrowed having an aggregate outstanding amount which equals or exceeds ZAR250,000,000 (Two Hundred and Fifty Million Rand) or any guarantee of or indemnity in respect of any such indebtedness as further described in Condition 17.1.1.4 (*Cross Default*), unless otherwise set out in the Applicable Pricing Supplement.

**Denomination**

Notes will be issued in such denominations as may be agreed by the Issuer and the relevant Dealer(s) and as indicated in the Applicable Pricing Supplement, save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the central bank or regulator or any laws or regulations applicable to the Notes.

**Description of Programme**

Exxaro Resources Limited ZAR5,000,000,000 Domestic Medium Term Note Programme.

**Distribution**

Notes may be distributed by way of private placement, auction or bookbuild or any other means permitted under South African law, and in each case on a syndicated or non-syndicated basis as may be determined by the Issuer and the relevant Dealer(s) and reflected in the Applicable Pricing Supplement.

**Form of Notes**

Each Tranche of Notes which is listed on the Interest Rate Market of the JSE and each Tranche of unlisted Notes issued in uncertificated form will be held in the CSD. The holder of a Beneficial Interest may exchange such Beneficial Interest for Notes in certificated form represented

	by an Individual Certificate (see the section of this Programme Memorandum headed " <i>Form of the Notes</i> ").
<b>Governing Law</b>	The Notes will be governed by and construed in accordance with the laws of South Africa in force from time to time, unless otherwise set out in the Applicable Pricing Supplement.
<b>Guarantee</b>	The Guarantors jointly and severally, irrevocably and unconditionally guarantee to the Noteholders 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 payment of all amounts owing by the Issuer in respect of the Notes arising under the Programme pursuant to this Programme Memorandum. The obligations of each Guarantor under the Guarantee constitute the unconditional and unsecured obligations of such Guarantor and will rank (subject to any obligations preferred by law) <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of such Guarantor (see the section of this Programme Memorandum headed " <i>Terms and Conditions of the Guarantee</i> " on pages 66 to 72).
<b>Interest</b>	Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate or be index-linked, and the method of calculating interest may vary between the Issue Date and the Maturity Date.
<b>Interest Period(s)/Interest Payment Date(s)</b>	The Interest Rate, Interest Payment Date(s) and Interest Period(s), if any, applicable to a Tranche of Notes will be specified in the Applicable Pricing Supplement.
<b>Issue and Transfer Taxes</b>	As at the Programme Date, no securities transfer tax or any similar tax is payable in respect of the issue, transfer or redemption of the Notes (see the section of this Programme Memorandum headed " <i>South African Taxation</i> "). Any future transfer duties and/or taxes that may be introduced in respect of (or may be applicable to) the transfer of Notes will be for the account of Noteholders.
<b>Issue Price</b>	Notes may be issued on a fully paid or a partly paid basis and at their Nominal Amount or at a discount or premium to their Nominal Amount as specified in the Applicable Pricing Supplement.
<b>Listing</b>	This Programme has been approved by the JSE. The Notes issued under the Programme may be listed on the Interest Rate Market of the JSE or additional Financial Exchange(s) as may be determined by the Issuer, and the relevant Dealer(s), subject to all Applicable Laws. Unlisted Notes, which are not regulated by the JSE, may also be issued under the Programme. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, on which Financial Exchange(s).
<b>Maturities of Notes</b>	Such maturity(ies) as specified in the Applicable Pricing Supplement. The Notes are not subject to any minimum or maximum maturity.
<b>Negative Pledge</b>	The Senior Notes will have the benefit of a negative pledge as described in Condition 7 ( <i>Negative Pledge</i> ) of the Terms and Conditions.

## Notes

Notes may comprise:

### **Fixed Rate Notes**

Fixed Rate interest will be payable in arrears on such date or dates as may be agreed between the Issuer and the relevant Dealer(s), as indicated in the Applicable Pricing Supplement and on redemption, and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s).

### **Floating Rate Notes**

Floating Rate Notes will bear interest calculated at a rate determined: (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions; or (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quoting service; or (iii) on such other basis as may be agreed between the Issuer and the relevant Dealer(s), as indicated in the Applicable Pricing Supplement.

The Margin (if any) relating to such Floating Rate Notes will be agreed between the Issuer and the relevant Dealer(s) for each issue of Floating Rate Notes, as indicated in the Applicable Pricing Supplement.

Floating Rate Notes may also have a maximum Interest Rate, a minimum Interest Rate or both, as indicated in the Applicable Pricing Supplement.

The Interest Period for Floating Rate Notes may be 1 (one), 2 (two), 3 (three), 6 (six) or 12 (twelve) months or such other period as the Issuer and the relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.

### **Zero Coupon Notes**

Zero Coupon Notes will be issued at their Nominal Amount or at a discount to it and will not bear interest (except in the case of late payment as specified).

### **Index-Linked Notes**

Payments (whether in respect of interest on Indexed Interest Notes or in respect of principal on Indexed Redemption Amount Notes and whether at maturity or otherwise) will be calculated by reference to such index and/or formula as the Issuer and the relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.

<b>Dual Currency Notes</b>	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.
<b>Mixed Rate Notes</b>	Mixed Rate Notes will bear interest over respective periods at the rates applicable for any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Index-Linked Notes or Dual Currency Notes, each as specified in the Applicable Pricing Supplement.
<b>Instalment Notes</b>	The Applicable Pricing Supplement will set out the dates on which, and the amounts in which, Instalment Notes may be redeemed.
<b>Partly Paid Notes</b>	The Issue Price will be payable in two or more instalments as set out in the Applicable Pricing Supplement.
<b>Exchangeable Notes</b>	Exchangeable Notes may be redeemed by the Issuer in cash or by the delivery of securities, as specified in the Applicable Pricing Supplement.
<b>Other Notes</b>	Terms applicable to any other type of Notes that are approved by the JSE, or such other Financial Exchange as may be agreed between the Issuer and the relevant Dealer(s) in respect of the Notes, will be set out in the Applicable Pricing Supplement.

**Noteholders**

The holders of Notes which are recorded as the registered Noteholders of those Notes in the Register. The CSD's Nominee will be named in the Register as the registered Noteholder of each Tranche of Notes which is held in the CSD. Each holder of Notes which is represented by an Individual Certificate will be named in the Register as the registered Noteholder of such Notes.

**Rating**

As at the Programme Date, the Issuer and the Programme are rated. A Tranche of Notes may also, on or before the Issue Date, be rated by a Rating Agency on a national scale or global scale basis. Unrated Tranches of Notes may also be issued. The Rating assigned to the Issuer and/or the Programme and/or the Notes, as the case may be, as well as the Rating Agenc(ies) which assigned such Rating(s), will be specified in the Applicable Pricing Supplement. A Rating is not a recommendation to subscribe for, buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the Rating Agency. Any adverse change in the Rating of the Issuer and/or the Programme and/or a Tranche of Notes, as the case may be, could adversely affect the trading price of all or any of the Notes.

## Redemption

Unless otherwise set out in the Applicable Pricing Supplement, a Tranche of Notes will, subject to the Applicable Pricing Supplement, be redeemed on the Maturity Date, as set out in Condition 11.1 (*Redemption at Maturity*). If so specified in the Applicable Pricing Supplement, the Issuer may redeem the Notes of any Tranche at any time prior to the Maturity Date following the occurrence of a change in law and/or for tax reasons, as set out in Condition 11.2 (*Redemption for Tax Reasons*).

Unless otherwise set out in the Applicable Pricing Supplement, if "*Early Redemption at the Option of the Issuer*" is specified as applicable in the Applicable Pricing Supplement or pursuant to Condition 11.3 (*Redemption at the Option of the Issuer*), the Issuer may, having given not less than 30 (thirty) Days' notice nor more than 60 (sixty) Days irrevocable notice (or such other period of notice as may be specified in the Applicable Pricing Supplement) to the Noteholders in accordance with Condition 19 (*Notices*), redeem the Tranche of Notes on any Optional Redemption Date(s).

If "*Redemption at the Option of Senior Noteholders*" is specified as applicable in the Applicable Pricing Supplement, the Senior Noteholders of any Tranche of Senior Notes may, having given not less than 30 (thirty) Days nor more than 60 (sixty) Days notice (or such other period of notice as may be specified in the Applicable Pricing Supplement), require the Issuer to redeem Senior Notes on any Optional Redemption Date in the manner specified in Condition 11.4 (*Redemption at the Option of the Senior Noteholders*) and the Applicable Pricing Supplement.

Unless otherwise set out in the Applicable Pricing Supplement, if "*Early Redemption in the event of a Change of Control*" is specified as being applicable in the Applicable Pricing Supplement and (i) a Change of Control occurs (as defined below); and (ii) within the Change of Control Period (as defined below), (A) a Rating Downgrade (as defined below) occurs in relation to the Issuer and/or a Guarantor and/or the Programme and/or any Tranche of Notes, as the case may be; or (B) if, the Issuer and/or a Guarantor and/or the Programme and/or any Tranche of Notes are not so rated, a Negative Rating Event (as defined below) in respect of that Change of Control occurs, (in either case, a **Change of Control Event**); and (C) the Noteholders resolve by way of an Extraordinary Resolution to have their Notes redeemed by the Issuer, then each Noteholder in that Class of Noteholders shall have the option to require the Issuer to redeem each Note in that Tranche of Notes held by that Noteholder at its Early Redemption Amount together with accrued interest (if any) within 15 (fifteen) Days after the delivery by that Noteholder of a Change of Control Redemption Notice (as defined below).

Unless otherwise set out in the Applicable Pricing Supplement, if "*Redemption in the event of a failure to maintain JSE listing and/or Rating*" is specified as applicable in the Applicable Pricing Supplement, the Noteholders of any Tranche of Notes may, after having been notified by the Issuer in accordance with Condition

19 (*Notices*), require the Issuer to redeem Notes on any Optional Redemption Date in the manner specified in Condition 11.6 (*Redemption in the event of failure to maintain JSE listing and/or Rating*) and the Applicable Pricing Supplement.

**Selling Restrictions**

The distribution of this Programme Memorandum and/or any Applicable Pricing Supplement and any offering or sale of or subscription for a Tranche of Notes may be restricted by law in certain jurisdictions, and is restricted by law in the United States of America, the United Kingdom, the European Economic Area and South Africa (see the section of this Programme Memorandum headed "*Subscription and Sale*"). Any other or additional restrictions which are applicable to the placing of a Tranche of Notes will be set out in the Applicable Pricing Supplement. Persons who come into possession of this Programme Memorandum and/or any Applicable Pricing Supplement must inform themselves about and observe all applicable selling restrictions.

**Size of the Programme**

As at the Programme Date, the Programme Amount is ZAR5,000,000,000. This Programme Memorandum will only apply to Notes issued under the Programme in an aggregate outstanding Nominal Amount, which does not exceed the Programme Amount. The Issuer may increase the Programme Amount in the manner set out in the section of this Programme Memorandum headed "*General Description of the Programme*". The Programme Amount at the time of the issue of any Tranche of Notes will be set out in the Applicable Pricing Supplement.

**Specified Currency**

South African Rand or, subject to all Applicable Laws, and, in the case of Notes listed on the Interest Rate Market of the JSE and the debt listings requirements of the JSE, such other currency as is specified in the Applicable Pricing Supplement.

**Status of Senior Notes**

Unless otherwise set out in the Applicable Pricing Supplement, the Senior Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves (subject to Condition 7 (*Negative Pledge*)) and, save for certain debts required to be preferred by law), equally with all other present or future unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

**Status and Characteristics relating to Subordinated Notes**

Unless otherwise set out in the Applicable Pricing Supplement, the Subordinated Notes constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and will rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer, save for those which have been accorded preferential rights by law.

Subject to Applicable Laws, in the event of the dissolution of the Issuer or if the Issuer is placed into liquidation or wound up or commences business rescue proceedings, then and in any such event the claims of the Persons entitled to be paid amounts due in respect of the Subordinated Notes shall be subordinated to all other

claims in respect of any other indebtedness, to the extent that, in any such event, and provided as aforesaid, no amount shall be eligible for setting-off or shall be payable to any or all of the Persons entitled to be paid amounts due in respect of the Subordinated Notes in respect of the obligations of the Issuer thereunder until all other indebtedness of the Issuer which is admissible in any such dissolution, liquidation, winding-up or business rescue proceedings (other than Subordinated Indebtedness) has been paid or discharged in full.

**Stabilisation**

In connection with the issue and distribution of any Tranche of Notes under the Programme, the Dealer(s), if any, that is specified in the Applicable Pricing Supplement as the Stabilising Manager (or any Person acting for the Stabilising Manager) may, if specified in that Applicable Pricing Supplement, and only if such stabilising is permitted by the debt listings requirements of the JSE and approved by the JSE, over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on the Stabilising Manager (or any agent of the Stabilising Manager) to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall be in compliance with all Applicable Laws, regulations and rules.

**Taxation**

A summary of the applicable tax legislation in respect of the Notes, as at the Programme Date, is set out in the section of this Programme Memorandum headed "*South African Taxation*". The summary does not constitute tax advice. Potential investors in the Notes should, before making an investment in the Notes, consult their own professional advisers as to the potential tax consequences of, and their tax positions in respect of, an investment in the Notes.

**Terms and Conditions**

The terms and conditions of the Notes are set out in the section of this Programme Memorandum headed "*Terms and Conditions of the Notes*". The Applicable Pricing Supplements may specify other terms and conditions (which may replace, modify or supplement the Terms and Conditions) in relation to specific terms and conditions of any Tranche of Notes issued.

**Use of Proceeds**

The Issuer will use the issue proceeds of the Notes for its general corporate purposes, or as may otherwise be described in the Applicable Pricing Supplement.

**Withholding Taxes**

As at the Programme Date, all payments of principal and interest in respect of the Notes will be made without withholding or deduction for or on account of taxes levied in South Africa. In the event that withholding tax or such other deduction is required by law, then the Issuer will, subject to certain exceptions as provided in Condition 12 (*Taxation*), pay such additional amounts as shall be necessary in order that the net amounts received by the Noteholders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, as the case may be, in the absence of such withholding or deduction.

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## FORM OF THE NOTES

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*Capitalised terms used in this section headed "Form of the Notes" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.*

### **Notes issued in certificated form**

All certificated Notes will be represented by Individual Certificates in registered form. Notes represented by Individual Certificates will be registered in the Register in the name of the individual Noteholders of such Notes.

Subject to the Applicable Laws, title to Notes represented by Individual Certificates will be freely transferable and will pass upon registration of transfer in accordance with Condition 15.2 (*Transfer of Notes represented by Individual Certificates*) of the Terms and Conditions.

The Issuer shall regard the Register as the conclusive record of title to the Notes represented by Individual Certificates.

Payments of all amounts due and payable in respect of Notes represented by Individual Certificates will be made in accordance with Condition 10 (*Payments*) of the Terms and Conditions to the Person reflected as the registered Noteholder of such Notes in the Register at 17h00 (South African time) on the Last Day to Register, and the payment obligations of the Issuer will be discharged by proper payment to or to the order of such registered holder in respect of each amount so paid.

### **Notes issued in uncertificated form**

A Tranche of Notes which is listed on the Interest Rate Market of the JSE may, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act.

Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Tranche of Notes issued in uncertificated form will be held by the CSD, and the CSD's Nominee will be named in the Register as the registered Noteholder of that Tranche of Notes.

### **Beneficial Interests in Notes held in the CSD**

A Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form and held in the CSD. A Tranche of unlisted Notes may also be held in the CSD. While a Tranche of Notes is held in the CSD, the CSD's Nominee will be named in the Register as the sole Noteholder of the Notes in that Tranche.

The CSD will hold each Tranche of Notes subject to the Financial Markets Act and the Applicable Procedures. All amounts to be paid and all rights to be exercised in respect of Notes held in the CSD will be paid to and may be exercised only by the CSD's Nominee for the holders of Beneficial Interests in such Notes.

The CSD maintains central securities accounts only for Participants. As at the Programme Date, the Participants are FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South Africa Limited, Standard Chartered Bank, Johannesburg Branch, Citibank N.A. South Africa Branch, Societe Generale Johannesburg Branch and the South African Reserve Bank. Beneficial Interests which are held by Participants will be held directly through the CSD, and the CSD will hold such Beneficial Interests, on behalf of such Participants, through the central securities accounts maintained by the CSD for such Participants.

The Participants are in turn required to maintain securities accounts for their clients. Beneficial Interests which are held by clients of Participants will be held indirectly through such Participants, and such Participants will hold such Beneficial Interests, on behalf of such clients, through the securities accounts maintained by such Participants for such clients. The clients of Participants may include the holders of Beneficial Interests in the Notes or their custodians. The clients of Participants, as the holders of Beneficial Interests or as custodians for such holders, may exercise their rights in respect of the Notes held by them in the CSD only through their Participants. Euroclear Bank S.A./N.V. as operator of the Euroclear System (**Euroclear**) and Clearstream Banking, société anonyme, (Clearstream Luxembourg) (**Clearstream**) may hold Notes through their Participant.

In relation to each Person shown in the records of the CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular outstanding Nominal Amount of Notes, a



certificate or other document issued by the CSD or the relevant Participant, as the case may be, as to the outstanding Nominal Amount of such Notes standing to the account of any Person shall be *prima facie* proof of such Beneficial Interest. The CSD's Nominee (as the registered Noteholder of such Notes named in the Register) will be treated by the Issuer, the Paying Agent, the Transfer Agent and the relevant Participant as the holder of that outstanding Nominal Amount of such Notes for all purposes.

Subject to the Applicable Laws, title to Beneficial Interests held by Participants directly through the CSD will be freely transferable and will pass on transfer thereof by electronic book entry in the central securities accounts maintained by the CSD for such Participants. Subject to the Applicable Laws, title to Beneficial Interests held by clients of Participants indirectly through such Participants will be freely transferable and will pass on transfer thereof by electronic book entry in the security accounts maintained by such Participants for such clients. Beneficial Interests may be transferred only in accordance with the Applicable Procedures. Holders of Beneficial Interests vote in accordance with the Applicable Procedures.

The holder of a Beneficial Interest will only be entitled to exchange such Beneficial Interest for Notes represented by an Individual Certificate in accordance with Condition 13 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*) of the Terms and Conditions.

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**PRO FORMA APPLICABLE PRICING SUPPLEMENT**

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Set out below is the form of Applicable Pricing Supplement that will be completed for each Tranche of Notes issued under the Programme:



**EXXARO RESOURCES LIMITED**

*(Incorporated in the Republic of South Africa with limited liability under registration number 2000/011076/06)*

*Jointly and severally, unconditionally and irrevocably guaranteed by*

**EXXARO COAL PROPRIETARY LIMITED**

*(Incorporated in the Republic of South Africa with limited liability under registration number 2000/011078/07)*

*and*

**EXXARO COAL MPUMALANGA PROPRIETARY LIMITED**

*(Incorporated in the Republic of South Africa with limited liability under registration number 1999/010289/07)*

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**

**Under its ZAR5,000,000,000 Domestic Medium Term Note Programme**

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum, dated 25 April 2014, prepared by Exxaro Resources Limited in connection with the Exxaro Resources Limited ZAR5,000,000,000 Domestic Medium Term Note Programme, as amended and/or supplemented from time to time (the **Programme Memorandum**).

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the section of the Programme Memorandum headed "*Terms and Conditions of the Notes*".

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. The Notes described herein are issued on and subject to the Terms and Conditions as amended and/or supplemented by the Terms and Conditions contained in this Applicable Pricing Supplement. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

**PARTIES**

1.	Issuer	Exxaro Resources Limited
2.	Guarantors	Exxaro Coal Proprietary Limited; Exxaro Coal Mpumalanga Proprietary Limited; and [Other]
3.	Dealer	[ ]
4.	Managers	[ ]
5.	Debt Sponsor	[ ]
6.	Paying Agent	[ ]
	Specified Address	[ ]

- |    |                   |         |
|----|-------------------|---------|
| 7. | Calculation Agent | [     ] |
|    | Specified Address | [     ] |
| 8. | Transfer Agent    | [     ] |
|    | Specified Address | [     ] |

**PROVISIONS RELATING TO THE NOTES**

- |     |   |  |
|-----|---|--|
| 9.  | Status of Notes   | [Senior/Subordinated]<br>[Secured/Unsecured]   |
| 10. | Series Number   | [     ]  |
| 11. | Tranche Number  | [     ]  |
| 12. | Aggregate Nominal Amount:   |  |
|     | (a) Series  | [     ]  |
|     | (b) Tranche   | [     ]  |
| 13. | Interest  | [Interest-bearing/Non-interest-bearing]  |
| 14. | Interest Payment Basis  | [[Fixed Rate/Floating Rate/Zero Coupon/Index-Linked/Dual Currency/Partly Paid /Instalment] Notes/other]  |
| 15. | Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another | [Insert details including date for conversion]   |
| 16. | Form of Notes   | The Notes in this Tranche are [listed/unlisted] Notes, issued in [uncertificated form and held by the CSD]/[definitive form, represented by an Individual Certificate] |
| 17. | Issue Date  | [     ]  |
| 18. | Nominal Amount per Note   | [     ]  |
| 19. | Specified Denomination  | [     ]  |
| 20. | Specified Currency  | [     ]  |
| 21. | Issue Price   | [     ]  |
| 22. | Interest Commencement Date  | [     ]  |
| 23. | Maturity Date   | [     ]  |
| 24. | Applicable Business Day Convention  | [Floating Rate Business Day / Following Business Day / Modified Following Business Day / Preceding Business Day / other convention – insert details]                   |
| 25. | Final Redemption Amount   | [     ]  |
| 26. | Last Day to Register  | [     ]  |
| 27. | Books Closed Period(s)  | The Register will be closed from [...] to [...] and from [...] to [...] (all dates inclusive) in each year until the Maturity Date                                     |
| 28. | Default Rate  | [     ]  |

**FIXED RATE NOTES**

- |     |                            |   |
|-----|----------------------------|---|
| 29. | (a) Fixed Rate of Interest | [     ] percent. per annum [payable [annually/semi-annually/quarterly] in arrear] |
|-----|----------------------------|---|

- (b) Fixed Interest Payment Date(s) [ ] in each year up to and including the Maturity Date/other
- (c) Fixed Coupon Amount(s) [ ] per [ ] in Nominal Amount
- (d) Initial Broken Amount [ ]
- (e) Final Broken Amount [ ]
- (f) Determination Date(s) [ ] in each year
- (g) Day Count Fraction [ ]
- (h) Any other terms relating to the particular method of calculating interest [ ]

**FLOATING RATE NOTES**

- 30. (a) Floating Interest Payment Date(s) [ ]
- (b) Interest Period(s) [ ]
- (c) Definition of Business Day (if different from that set out in Condition 1) (*Interpretation*) [ ]
- (d) Minimum Rate of Interest [ ] percent per annum
- (e) Maximum Rate of Interest [ ] percent per annum
- (f) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision) [ ]
- 31. Manner in which the Rate of Interest is to be determined [ISDA Determination / Screen Rate Determination/other – insert details]
- 32. Margin [(...) basis points to be added to/subtracted from the relevant ISDA Rate / Reference Rate]
- 33. If ISDA Determination
  - (a) Floating Rate [ ]
  - (b) Floating Rate Option [ ]
  - (c) Designated Maturity [ ]
  - (d) Reset Date(s) [ ]
  - (e) ISDA Definitions to apply [ ]
- 34. If Screen Rate Determination:
  - (a) Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated) [ ]
  - (b) Interest Rate Determination Date(s) [ ]
  - (c) Relevant Screen Page and Reference Code [ ]
- 35. If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Rate Determination, insert basis for [ ]

- determining Rate of Interest/Margin/ Failback provisions
36. Calculation Agent responsible for calculating amount of principal and interest [ ]

**ZERO COUPON NOTES**

37. (a) Implied Yield [ ]
- (b) Reference Price Percent[NACA] [NACM] [NACQ] [NACS] [other method of compounding]
- (c) Any other formula or basis for determining amount(s) payable [ ]

**PARTLY PAID NOTES**

38. (a) Amount of each payment comprising the Issue Price [ ]
- (b) Dates upon which each payment is to be made by Noteholder [ ]
- (c) Consequences (if any) of failure to make any such payment by Noteholder [ ]
- (d) Interest Rate to accrue on the first and subsequent instalments after the due date for payment of such instalments [ ] percent per annum

**INSTALMENT NOTES**

39. Instalment Dates [ ]
40. Instalment Amounts (expressed as a percentage of the aggregate Nominal Amount of the Notes) [ ]

**MIXED RATE NOTES**

41. Period(s) during which the Interest Rate for the Mixed Rate Notes will be (as applicable) that for:
- (a) Fixed Rate Notes [ ]
- (b) Floating Rate Notes [ ]
- (c) Index-Linked Notes [ ]
- (d) Dual Currency Notes [ ]
- (e) Other Notes [ ]
42. The Interest Rate and other pertinent details are set out under the headings relating to the applicable forms of Notes

**INDEX-LINKED NOTES**

43. (a) Type of Index-Linked Notes [Indexed Interest Notes / Indexed Redemption Amount Notes]
- (b) Index/Formula by reference [ ]

to which Interest Rate / Interest Amount is to be determined

- (c) Manner in which the Interest Rate / Interest Amount is to be determined [ ]
- (d) Interest Period(s) [ ]
- (e) Interest Payment Date(s) [ ]
- (f) Provisions where calculation by reference to Index and/or Formula is impossible or impracticable [ ]
- (g) Definition of Business Day (if different from that set out in Condition 1 (*Interpretation*)) [ ]
- (h) Minimum Rate of Interest [ ] percent per annum
- (i) Maximum Rate of Interest [ ] percent per annum
- (j) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision) [ ]

**DUAL CURRENCY NOTES**

44. (a) Type of Dual Currency Notes [Dual Currency Interest/Dual Currency Redemption Amount] Notes
- (b) Rate of Exchange/method of calculating Rate of Exchange [ ]
- (c) Provisions applicable where calculation by reference to Rate of Exchange is impossible or impracticable [ ]
- (d) Person at whose option Specified Currency(ies) is/are payable [ ]

**EXCHANGEABLE NOTES**

45. (a) Mandatory Exchange applicable? [Yes/No]
- (b) Noteholders' Exchange Right applicable? [Yes/No]
- (c) Exchange Securities [ ]
- (d) Manner of determining Exchange Price [ ]
- (e) Exchange Period [ ]
- (f) Other [ ]

**OTHER NOTES**

46. If the Notes are not Partly Paid Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Index-Linked Notes, Dual [ ]

Currency Notes or Exchangeable Notes or if the Notes are a combination of any of the foregoing, set out the relevant description and any additional Terms and Conditions relating to such Notes.

**PROVISIONS REGARDING REDEMPTION/MATURITY**

- |     |   |          |
|-----|---|----------|
| 47. | Redemption at the option of the Issuer:   | [Yes/No] |
|     | If yes:   |          |
|     | (a) Optional Redemption Date(s)   | [     ]  |
|     | (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s)  | [     ]  |
|     | (c) Minimum period of notice (if different from Condition 11.3 ( <i>Redemption at the Option of the Issuer</i> ))             | [     ]  |
|     | (d) If redeemable in part:  | [     ]  |
|     | Minimum Redemption Amount(s)  | [     ]  |
|     | Higher Redemption Amount(s)   | [     ]  |
|     | (e) Other terms applicable on redemption  |          |
| 48. | Redemption at the Option of the Senior Noteholders:   | [Yes/No] |
|     | if yes:   |          |
|     | (a) Optional Redemption Date(s)   | [     ]  |
|     | (b) Optional Redemption Amount(s)   | [     ]  |
|     | (c) Minimum period of notice (if different from Condition 11.4 ( <i>Redemption at the Option of the Senior Noteholders</i> )) | [     ]  |
|     | (d) If redeemable in part:  |          |
|     | Minimum Redemption Amount(s)  | [     ]  |
|     | Higher Redemption Amount(s)   | [     ]  |
|     | (e) Other terms applicable on Redemption  | [     ]  |
|     | (f) Attach <i>pro forma</i> put notice(s)   |          |
| 49. | Redemption in the event of a Change of Control at the election of Noteholders pursuant to Condition                           | [Yes/No] |

11.5 (*Redemption in the event of a Change of Control*) or any other terms applicable to a Change of Control.

50. Redemption in the event of a failure to maintain JSE listing and/or Rating at the election of the Noteholders pursuant to Condition 11.6 (*Redemption in the event of a failure to maintain JSE listing and/or Rating*). [Yes/No]

51. Early Redemption Amount(s) payable on redemption for taxation reasons or on Event of Default (if required). [Yes/No]

If yes:

(a) Amount payable; or [ ]

(b) Method of calculation of amount payable [ ]

**GENERAL**

52. Financial Exchange [ ]

53. Additional selling restrictions [ ]

54. ISIN No. [ ]

55. Stock Code [ ]

56. Stabilising manager [ ]

57. Provisions relating to stabilisation [ ]

58. Method of distribution [Auction/Bookbuild/Private Placement]

59. Credit Rating assigned to the [ ] [issue date and renewal date of rating to be specified]  
 [Issuer]/[Programme]/[Notes]

60. Applicable Rating Agency [ ]

61. Governing law (if the laws of South Africa are not applicable) [ ]

62. Other provisions [Other Events of Default in addition to the Events of Default referred to in Condition 16 (Events of Default)]

[Other covenants, provisions]

**DISCLOSURE REQUIREMENTS IN TERMS OF PARAGRAPH 3(5) OF THE COMMERCIAL PAPER REGULATIONS IN RELATION TO THIS ISSUE OF NOTES**

63. Paragraph 3(5)(a)

The "ultimate borrower" (as defined in the Commercial Paper Regulations) is the [Issuer].

64. Paragraph 3(5)(b)

The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments under the Notes.

65. Paragraph 3(5)(c)

The auditor of the Issuer is [insert].

66. Paragraph 3(5)(d)



As at the date of this issue:

- (a) the Issuer has [not issued]/[issued ZAR\*,000,000,000] Commercial Paper (as defined in the Commercial Paper Regulations); and
- (b) the Issuer estimates that it may issue [ZAR\*,000,000,000] of Commercial Paper during the current financial year, ending [date].

67. Paragraph 3(5)(e)

All information that may reasonably be necessary to enable the investor to ascertain the nature of the financial and commercial risk of its investment in the Notes is contained in the Programme Memorandum and the Applicable Pricing Supplement.

68. Paragraph 3(5)(f)

There has been no material adverse change in the Issuer's financial position since the date of its last audited financial statements.

69. Paragraph 3(5)(g)

The Notes issued will be [listed /unlisted].

70. Paragraph 3(5)(h)

The funds to be raised through the issue of the Notes are to be used by the Issuer for its [general corporate purposes/funding of its business operations/other].

71. Paragraph 3(5)(i)

The obligations of the Issuer in respect of the Notes are guaranteed in terms of the Guarantee provided by the Guarantors but are otherwise unsecured.

72. Paragraph 3(5)(j)

[Insert], the statutory auditors of the Issuer, have confirmed that [their review did not reveal anything which indicates / nothing has come to their attention to indicate] that this issue of Notes issued under the Programme will not comply in all respects with the relevant provisions of the Commercial Paper Regulations.

**Responsibility:**

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from this Applicable Pricing Supplement which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made. This Applicable Pricing Supplement contains all information required by law and the debt listings requirements of the JSE. The Issuer accepts full responsibility for the accuracy of the information contained in this Applicable Pricing Supplement, except as otherwise stated herein.

Application [is hereby]/[will not be] made to list this issue of Notes [on • ••••].

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\*\*

For and on behalf of  
**EXXARO RESOURCES LIMITED**

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

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

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## TERMS AND CONDITIONS OF THE NOTES

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The following are the Terms and Conditions of the Notes to be issued by the Issuer, which will be incorporated by reference into each Note. Each Tranche of Notes will be issued on, and subject to, the Terms and Conditions below, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement.

Before the Issuer issues any Tranche of listed Notes, the Issuer shall complete, sign and deliver to the JSE or such other or further Financial Exchange(s) and the CSD a pricing supplement based on the *pro forma* Applicable Pricing Supplement included in the Programme Memorandum setting out details of such Notes. The Issuer may determine that particular Notes will not be listed on the Interest Rate Market of the JSE or such other Financial Exchanges and, in that case, no Applicable Pricing Supplement will be delivered to JSE or such other or further Financial Exchange(s).

If there is any conflict or inconsistency between provisions set out in the Applicable Pricing Supplement and the provisions set out in these Terms and Conditions of the Notes, then the provisions in the Applicable Pricing Supplement will prevail.

Words and expressions used in the Applicable Pricing Supplement shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated. Any reference to legislation or a statute shall be to such legislation or statute as amended, varied or re-enacted from time to time.

### 1. INTERPRETATION

In these Terms and Conditions, unless inconsistent with the context or separately defined in the Applicable Pricing Supplement, the following expressions shall have the following meanings:

<b>Absa</b>	Absa Bank Limited (acting through its Corporate and Investment Banking division) (registration number 1986/004794/06), a public company with limited liability and a registered bank duly incorporated in accordance with the company and banking laws of South Africa;
<b>Accession Letter</b>	in respect of an Additional Guarantor, an undertaking substantially in the form of Schedule 1 ( <i>Form of Accession Letter</i> ) to the form of Guarantee contained in the section of this Programme Memorandum headed " <i>Terms and Conditions of the Guarantee</i> " on pages 66 to 72;
<b>Additional Guarantor</b>	a member of the Exxaro Group, which has become a Guarantor in accordance with Condition 8.5 ( <i>Additional Guarantors</i> ) and the terms of the Guarantee;
<b>Applicable Laws</b>	in relation to any Person, all and any statutes and subordinate legislation and common law, regulations, ordinances and by-laws, directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and other similar provisions, from time to time, compliance with which is mandatory for that Person;
<b>Applicable Pricing Supplement</b>	in relation to a Tranche of Notes, the pricing supplement completed and signed by the Issuer in relation to that Tranche of Notes, setting out the additional and/or other terms and conditions as are applicable to that Tranche of Notes, based upon the <i>pro forma</i> pricing supplement which is set out in the section of the Programme Memorandum headed " <i>Pro Forma Applicable Pricing Supplement</i> ";
<b>Applicable Procedures</b>	the rules and operating procedures for the time being of the CSD the Participants and the debt listings requirements of the JSE, and/or any other Financial Exchange;
<b>Banks Act</b>	the Banks Act, 1990;
<b>Beneficial Interest</b>	in relation to a Tranche of Notes which is held in the CSD, the beneficial interest as co-owner of an undivided share of all of the

	Notes in that Tranche, as contemplated in section 37(1) of the Financial Markets Act, the nominal value of which beneficial interest, in relation to any number of Notes in that Tranche, is determined by reference to the proportion that the aggregate outstanding Nominal Amount of such number of Notes bears to the aggregate outstanding Nominal Amount of all of the Notes in that Tranche, as provided in section 37(3) of the Financial Markets Act;
<b>BESA Guarantee Fund Trust</b>	the guarantee fund trust established and operated by the JSE as a separate guarantee fund, in terms of sections 8(1)(h) and 18(2)(w) of the Financial Markets Act or any successor fund;
<b>Books Closed Period</b>	in relation to a Tranche of Notes, the period, as specified in the Applicable Pricing Supplement, commencing after the Last Day to Register, during which transfers of the Notes will not be registered, or such shorter period as the Issuer may decide in order to determine those Noteholders entitled to receive principal and/or interest;
<b>Business Day</b>	a day (other than a Saturday or Sunday or public holiday within the meaning of the Public Holidays Act, 1994) on which commercial banks settle ZAR payments in Johannesburg, save further that if the Applicable Pricing Supplement so provides, " <i>Business Day</i> " shall include a Saturday;
<b>Calculation Agent</b>	Absa, unless the Issuer elects to appoint, in relation to a particular Tranche or Series of Notes, another entity as Calculation Agent in respect of that Tranche or Series of Notes, as indicated in the Applicable Pricing Supplement;
<b>Class of Noteholders</b>	the holders of a Series of Notes or, where appropriate, the holders of different Series of Notes;
<b>Commercial Paper Regulations</b>	the commercial paper regulations of 14 December 1994 issued pursuant to paragraph (cc) of the definition of " <i>the business of a bank</i> " in the Banks Act, set out in Government Notice 2172 and published in Government Gazette 16167 of 14 December 1994;
<b>Companies Act</b>	the Companies Act, 2008;
<b>CSD</b>	Strate Limited (registration number 1998/022242/06), a public company with limited liability incorporated in accordance with the company laws of South Africa and registered as a central securities depository in terms of the Financial Markets Act, or its nominee, licensed as a central securities depository in terms of the Financial Markets Act or any successor depository, or any additional or alternate depository approved by the Issuer;
<b>CSD's Nominee</b>	a wholly owned subsidiary of the CSD approved by the Registrar of Securities Services in terms of the Financial Markets Act, and any reference to " <i>CSD's Nominee</i> " shall, whenever the context permits, be deemed to include any successor nominee operating in terms of the Financial Markets Act;
<b>Day</b>	a Gregorian calendar day unless qualified by the word " <i>Business</i> ";
<b>Day Count Fraction</b>	in relation to a Tranche of Notes (where applicable) and the calculation of an amount for any period of time (the <b>Calculation Period</b> ), the Day count fraction specified as such in the Terms and Conditions or the Applicable Pricing Supplement and: <ul style="list-style-type: none"> <li>(a) if <b>Actual/365</b> or <b>Act/365</b> is so specified, means the actual number of Days in the Interest Period in respect of which payment is being made divided by 365 (or, if any portion of the Interest Period falls in a leap year, the sum of (i) the actual number of Days in that portion of the Interest Period falling in a leap year divided by 366 and (ii) the actual</li> </ul>

number of Days in that portion of the Interest Period falling in a non-leap year divided by 365);

- (b) if **Actual/Actual (ICMA)** is so specified, means:
1. where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of Days in the Calculation Period divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods in any year; and
  2. where the calculation Period is longer than one Regular Period, the sum of:
    - a. the actual number of Days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods in any year; and
    - b. the actual number of Days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods normally ending in any year;
- (c) if **Actual/Actual** or **Actual/Actual (ISDA)** is so specified, means the actual number of Days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of Days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of Days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (d) if **Actual/365 (Fixed)** is so specified, means the actual number of Days in the Calculation Period divided by 365;
- (e) if **Actual/360** is so specified, means the actual number of Days in the Calculation Period divided by 360;
- (f) if **30/360**, **360/360** or **Bond Basis** is so specified, means the number of Days in the Calculation period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

$Y_1$  is the year, expressed as a number, in which the first Day of the Calculation Period falls;

$Y_2$  is the year, expressed as a number, in which the first Day immediately following the last Day included in the Calculation Period falls;

$M_1$  is the calendar month, expressed as a number, in which the first Day of the Calculation Period falls;

$M_2$  is the calendar month, expressed as a number, in which the first Day immediately following the last Day included in the Calculation Period falls;

$D_1$  is the first Day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case  $D_1$  will be

30; and

$D_2$  is the Day, expressed as a number, immediately following the last Day included in the Calculation Period unless such number would be 31 and  $D_1$  is greater than 29, in which case  $D_2$  will be 30;

(g) if **30E/360** or **Eurobond Basis** is so specified, means the number of Days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

$Y_1$  is the year, expressed as a number, in which the first Day of the Calculation Period falls;

$Y_2$  is the year, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

$M_1$  is the calendar month, expressed as a number, in which the first Day of the Calculation Period falls;

$M_2$  is the calendar month, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

$D_1$  is the first Day, expressed as a number, of the Calculation Period unless such number would be 31, in which case  $D_1$  will be 30; and

$D_2$  is the Day, expressed as a number, immediately following the last Day included in the Calculation Period unless such number would be 31, in which case  $D_2$  will be 30; and

(h) if **30E/360 (ISDA)** is so specified, means the number of Days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

$Y_1$  is the year, expressed as a number, in which the first Day of the Calculation Period falls;

$Y_2$  is the year, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

$M_1$  is the calendar month, expressed as a number, in which the first Day of the Calculation Period falls;

$M_2$  is the calendar month, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

$D_1$  is the first Day, expressed as a number, of the Calculation Period unless (i) that Day is the last Day of February or (ii) such number would be 31, in which case  $D_1$  will be 30; and

$D_2$  is the Day, expressed as a number, immediately following the last Day included in the Calculation Period unless (i) that Day is the last Day of February but not the Maturity Date or (ii) such number would be 31, in which case  $D_2$  will be 30;

<b>Dealers</b>	Absa; Deutsche Bank, and/or any other entity appointed as a Dealer by the Issuer, which appointment may be for a specific issue or on an ongoing basis, subject to the Issuer's right to terminate the appointment of any such Dealer(s), as indicated in the Applicable Pricing Supplement;
<b>Default Rate</b>	in relation to a Tranche of Notes, the default rate specified as such in the Applicable Pricing Supplement;
<b>Determination Date</b>	in relation to a Tranche of Fixed Rate Notes, the date specified as such in the Applicable Pricing Supplement;
<b>Determination Period</b>	in relation to a Tranche of Notes, the period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);
<b>Deutsche Bank</b>	Deutsche Bank AG, Johannesburg Branch (registration number 1998/003298/10), a public company with limited liability duly incorporated in Germany and registered as an external company in accordance with the company laws of South Africa;
<b>Dual Currency Notes</b>	Notes which pay interest in a base currency and the principal in a non-base currency or <i>vice versa</i> , as indicated in the Applicable Pricing Supplement;
<b>Early Redemption Amount</b>	in relation to a Tranche of Notes, the amount, as set out in Condition 11.6 ( <i>Early Redemption Amounts</i> ), at which the Notes will be redeemed by the Issuer, pursuant to the provisions of Conditions 11.2 ( <i>Redemption for Tax Reasons</i> ), 11.3 ( <i>Redemption at the Option of the Issuer</i> ), 11.4 ( <i>Redemption at the Option of the Senior Noteholders</i> ), 11.5 ( <i>Redemption in the event of a Change of Control</i> ), 11.6 ( <i>Redemption in the event of a failure to maintain JSE listing and/or Rating</i> ) and/or Condition 17 ( <i>Events of Default</i> );
<b>EBITDA</b>	the consolidated operating profit of the Exxaro Group as set out in the audited annual financial statements of the Exxaro Group: <ul style="list-style-type: none"> <li>(a) before deducting any interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments whether paid, payable or capitalised by any member of the Exxaro Group;</li> <li>(b) not including any accrued interest owing to any member of the Exxaro Group;</li> <li>(c) before taxation; and</li> <li>(d) after adding back any amount attributable to the amortisation or depreciation of assets of members of the Exxaro Group,</li> </ul> in each case, to the extent added, deducted or taken into account, as the case may be;
<b>Encumbrances</b>	any mortgage, pledge, hypothecation, assignment, cession <i>in securitatem debiti</i> , deposit by way of security or any other agreement or arrangement (whether conditional or not and whether relating to existing or to future assets), having the effect of providing a security interest to a creditor or any agreement or arrangement to give any form of a secured claim to a creditor but excluding statutory preferences and any security interest arising by operation of law;

<b>Event of Default</b>	in relation to a Series of Notes, and unless otherwise set out in the Applicable Pricing Supplement, any of the events described in Condition 17 ( <i>Events of Default</i> );
<b>Exchangeable Notes</b>	Notes which may be redeemed by the Issuer in the manner indicated in the Applicable Pricing Supplement by the delivery to the Noteholders of cash or of so many of the Exchange Securities as is determined in accordance with the Applicable Pricing Supplement;
<b>Exchange Control Regulations</b>	the Exchange Control Regulations, 1961, promulgated pursuant to the Currency and Exchanges Act, 1933;
<b>Exchange Period</b>	in relation to a Tranche of Exchangeable Notes, in respect of Exchangeable Notes to which the Noteholders' Exchange Right applies (as indicated in the Applicable Pricing Supplement), the period indicated in the Applicable Pricing Supplement during which such right may be exercised;
<b>Exchange Price</b>	in relation to a Tranche of Exchangeable Notes, the amount determined in accordance with the manner described in the Applicable Pricing Supplement, according to which the number of Exchange Securities which may be delivered in redemption of an Exchangeable Note will be determined;
<b>Exchange Securities</b>	in relation to a Tranche of Exchangeable Notes, the securities indicated in the Applicable Pricing Supplement which may be delivered by the Issuer in redemption of the Exchangeable Notes to the value of the Exchange Price;
<b>Extraordinary Resolution</b>	a resolution passed at a meeting (duly convened) of the Noteholders or a Class of Noteholders, as the case may be, by a majority consisting of not less than 66.67% (sixty-six point sixty-seven percent) of the Persons voting at such meeting upon a show of hands or if a poll be duly demanded then by a majority consisting of not less than 66.67% (sixty-six point sixty-seven percent) of the votes given on such poll;
<b>Exxaro Group</b>	the Issuer and any other company or entity whose financial results are consolidated with the financial results of the Issuer in accordance with IFRS;
<b>Final Broken Amount</b>	in relation to a Tranche of Fixed Rate Notes, the final broken amount specified as such in the Applicable Pricing Supplement;
<b>Final Redemption Amount</b>	in relation to a Tranche of Notes, the amount of principal specified in the Applicable Pricing Supplement payable in respect of such Tranche of Notes upon the Maturity Date;
<b>Financial Exchange</b>	the JSE and/or such other or additional financial exchange(s) as may be determined by the Issuer and the relevant Dealer(s), subject to Applicable Laws, and upon which the Notes are listed as specified in the Applicable Pricing Supplement;
<b>Financial Markets Act</b>	the Financial Markets Act, 2012;
<b>Fixed Coupon Amount</b>	in relation to a Tranche of Fixed Rate Notes (where applicable), the amount(s) specified as such in the Applicable Pricing Supplement;
<b>Fixed Interest Payment Date</b>	in relation to a Tranche of Fixed Rate Notes, the date(s) specified as such in the Applicable Pricing Supplement;
<b>Fixed Interest Period</b>	in relation to a Tranche of Fixed Rate Notes, the period from (and including) a Fixed Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Fixed Interest Payment Date or as otherwise set out in the Applicable Pricing Supplement;



<b>Fixed Rate Notes</b>	Notes which will bear interest at the Fixed Rate of Interest, as indicated in the Applicable Pricing Supplement;
<b>Fixed Rate of Interest</b>	in relation to a Fixed Rate Tranche of Notes, the fixed rate of interest specified as such in the Applicable Pricing Supplement;
<b>Floating Rate Notes</b>	Notes which will bear interest at a Floating Rate Interest as indicated in the Applicable Pricing Supplement and more fully described in Condition 9.2 ( <i>Floating Rate Notes and Indexed Interest Notes</i> );
<b>Floating Rate</b>	in relation to a Tranche of Floating Rate Notes, the floating rate of interest specified as such in the Applicable Pricing Supplement;
<b>Guarantee</b>	the guarantee dated 25 April 2014 under which the Guarantors, jointly and severally, irrevocably and unconditionally guarantee to the Noteholders 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 payment of all amounts owing by the Issuer in respect of the Notes arising under the Programme pursuant to this Programme Memorandum. The obligations of each Guarantor under the guarantee constitute the unconditional and unsecured obligations of such Guarantor and will rank (subject to any obligations preferred by law) <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of such Guarantor. (See the section of this Programme Memorandum headed " <i>Terms and Conditions of the Guarantee</i> " on pages 66 to 72);
<b>Guarantors</b>	<p>(i) Exxaro Coal Proprietary Limited;</p> <p>(ii) Exxaro Coal Mpumalanga Proprietary Limited;</p> <p>(iii) any member of the Exxaro Group that becomes an Additional Guarantor in accordance with Condition 8 (<i>Guarantee</i>) and the terms of the Guarantee,</p> <p>other than any Person that has resigned as a Guarantor in accordance with Condition 8 (<i>Guarantee</i>) and the terms of the Guarantee.</p>
<b>Higher Redemption Amount</b>	in relation to a Tranche of Notes, the higher redemption amount specified as such in the Applicable Pricing Supplement;
<b>ICMA</b>	International Capital Market Association;
<b>IFRS</b>	the International Financial Reporting Standards issued by the International Accounting Standards Board ( <b>IASB</b> ) and interpretations issued by the International Financial Reporting Interpretations Committee of the IASB (as amended, supplemented or re-issued from time to time);
<b>Implied Yield</b>	in relation to a Tranche of Zero Coupon Notes, the yield accruing on the Issue Price of such Notes, as specified in the Applicable Pricing Supplement;
<b>Income Tax Act</b>	Income Tax Act, 1962;
<b>Indebtedness</b>	in respect of the Exxaro Group, any indebtedness in respect of monies borrowed (including, but not limited to indebtedness in the form of bonds, notes and debentures) from any third party lender and (without double counting) guarantees and/or indemnities (other than those given in the ordinary course of business) given, whether present or future, actual or contingent;
<b>Indexed Interest Notes</b>	Notes in respect of which the Interest Amount is calculated by reference to an index and/or a formula as indicated in the

	Applicable Pricing Supplement;
<b>Index-Linked Notes</b>	Indexed Interest Notes and/or Indexed Redemption Amount Notes, as applicable and as indicated in the Applicable Pricing Supplement;
<b>Indexed Redemption Amount Notes</b>	Notes in respect of which the Final Redemption Amount is calculated by reference to an index and/or a formula as indicated in the Applicable Pricing Supplement;
<b>Individual Certificate</b>	a Note in the definitive registered form of a single certificate and being a certificate exchanged for Beneficial Interest in accordance with Condition 13 ( <i>Exchange of Beneficial Interests and Replacement of Individual Certificates</i> ) and any further certificate issued in consequence of a transfer thereof;
<b>Initial Broken Amount</b>	in relation to a Tranche of Fixed Rate Notes, the initial broken amount specified as such in the Applicable Pricing Supplement;
<b>Instalment Amount</b>	in relation to a Tranche of Instalment Notes, the amount expressed (in the Applicable Pricing Supplement) as a percentage of the Nominal Amount of an Instalment Note, being an instalment of principal (other than the final instalment) on an Instalment Note;
<b>Instalment Notes</b>	Notes issued on the same date but redeemed in Instalment Amounts by the Issuer on an amortised basis on different Instalment Dates, as specified in the Applicable Pricing Supplement;
<b>Instalment Dates</b>	in relation to a Tranche of Instalment Notes, the dates specified as such in the Applicable Pricing Supplement;
<b>Interest Amount</b>	in relation to a Tranche of Notes, the amount of interest payable in respect of each Nominal Amount of Fixed Rate Notes, Floating Rate Notes and Indexed Interest Notes, as determined by the Calculation Agent in accordance with Condition 9 ( <i>Interest</i> );
<b>Interest Commencement Date</b>	in relation to a Tranche of Floating Rate Notes (where applicable) the first date from which interest on the Notes, other than Zero Coupon Notes, will accrue, as specified in the Applicable Pricing Supplement;
<b>Interest Determination Date</b>	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
<b>Interest Payment Date</b>	in relation to a Tranche of Notes, the Interest Payment Date(s) specified in the Applicable Pricing Supplement or, if no express Interest Payment Date(s) is/are specified in the Applicable Pricing Supplement, the last Day of the Interest Period commencing on the preceding Interest Payment Date, or, in the case of the first Interest Payment Date, commencing on the Interest Commencement Date;
<b>Interest Period</b>	in relation to a Tranche of Notes, each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;
<b>Interest Rate and Rate of Interest</b>	in relation to a Tranche of Notes, the rate or rates of interest applicable to Notes other than Zero Coupon Notes as indicated in the Applicable Pricing Supplement;
<b>Interest Rate Market of the JSE</b>	the separate platform or sub-market of the JSE designated as the " <i>Interest Rate Market</i> ", or such other platform or submarket designated by the JSE from time to time, and on which Notes (and other debt securities) may be listed;

<b>ISDA</b>	the International Swaps and Derivatives Association Inc.;
<b>ISDA Definitions</b>	the 2006 ISDA Definitions published by ISDA (as amended, supplemented, revised or republished from time to time) as specified in the Applicable Pricing Supplement;
<b>Issue Date</b>	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
<b>Issue Price</b>	in relation to a Tranche of Notes, the price specified as such in the Applicable Pricing Supplement;
<b>Issuer</b>	Exxaro Resources Limited (registration number 2000/011076/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa;
<b>JSE</b>	the JSE Limited (registration number 2005/022939/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa a licensed financial exchange in terms of the Financial Markets Act or any exchange which operates as a successor exchange to the JSE;
<b>Last Day to Register</b>	with respect to a particular Tranche of Notes (as specified in the Applicable Pricing Supplement), the last date or dates preceding a Payment Day on which the Transfer Agent will accept Transfer Forms and record the transfer of Notes in the Register for that particular Tranche of Notes and where after the Register is closed for further transfers or entries until the Payment Day;
<b>Mandatory Exchange</b>	in relation to a Tranche of Exchangeable Notes, the mandatory exchange specified as such in the Applicable Pricing Supplement;
<b>Margin</b>	in relation to a Tranche of Notes (where applicable), the margin specified as such in the Applicable Pricing Supplement;
<b>Material Indebtedness</b>	unless otherwise set out in the Applicable Pricing Supplement, any Indebtedness amounting in aggregate to an amount which equals or exceeds ZAR250,000,000 (Two Hundred and Fifty Million Rand) at the time of the occurrence of an Event of Default);
<b>Material Subsidiary</b>	any Subsidiary within South Africa (i) of which the Issuer owns more than 50% (fifty percent) of the ordinary shares and (ii) which represents at least 10% (ten percent) of the total assets of the Issuer or which contributes towards at least 10% (ten percent) of the Exxaro Group's EBITDA as published in the Issuer's latest audited financial statements;
<b>Maturity Date</b>	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
<b>Minimum Redemption Amount</b>	in relation to a Tranche of Notes, the minimum redemption amount specified as such in the Applicable Pricing Supplement;
<b>Mixed Rate Notes</b>	Notes which will bear interest over respective periods at differing Interest Rates applicable to any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or Index-Linked Notes, each as indicated in the Applicable Pricing Supplement and as more fully described in Condition 9.4 ( <i>Mixed Rate Notes</i> );
<b>NACA</b>	nominal annual compounded annually;
<b>NACM</b>	nominal annual compounded monthly;
<b>NACQ</b>	nominal annual compounded quarterly;

<b>NACS</b>	nominal annual compounded semi-annually;
<b>Nominal Amount</b>	in relation to any Note, the total amount, excluding interest and any adjustments on account of any formula, owing by the Issuer under the Note;
<b>Noteholders</b>	the registered holders of the Notes as recorded in the Register;
<b>Noteholders' Exchange Right</b>	in relation to a Tranche of Exchangeable Notes, if indicated as applicable in the Applicable Pricing Supplement, the right of Noteholders of Exchangeable Notes to elect to receive delivery of the Exchange Securities in lieu of cash from the Issuer upon redemption of such Notes;
<b>Notes</b>	secured or unsecured registered notes issued or to be issued by the Issuer under the Programme, pursuant to this Programme Memorandum;
<b>Outstanding</b>	<p>in relation to the Notes, all the Notes issued under the Programme other than:</p> <ul style="list-style-type: none"> <li>(a) those which have been redeemed in full;</li> <li>(b) those in respect of which the date for redemption in accordance with the Terms and Conditions has occurred and the redemption monies wherefore (including all interest (if any) accrued thereon to the date for such redemption and any interest (if any) payable under the Terms and Conditions after such date) remain available for payment against presentation of Individual Certificates (if any);</li> <li>(c) those which have been purchased and cancelled as provided in Condition 11 (<i>Redemption and Purchase</i>);</li> <li>(d) those which have become prescribed under Condition 16 (<i>Prescription</i>);</li> <li>(e) those represented by mutilated or defaced Individual Certificates which have been surrendered in exchange for replacement Individual Certificates pursuant to Condition 13 (<i>Exchange of Beneficial Interests and Replacement of Individual Certificates</i>); or</li> <li>(f) (for the purpose only of determining how many Notes are Outstanding and without prejudice to their status for any other purpose) those Notes represented by Individual Certificates alleged to have been lost, stolen or destroyed and in respect of which replacement Individual Certificates have been issued pursuant to Condition 13 (<i>Exchange of Beneficial Interests and Replacement of Individual Certificates</i>),</li> </ul> <p>provided that for each of the following purposes:</p> <ul style="list-style-type: none"> <li>(i) the right to attend and vote at any meeting of the Noteholders; and</li> <li>(ii) the determination of how many and which Notes are for the time being Outstanding for the purposes of Conditions 20 (<i>Amendment of these Conditions</i>) and 21 (<i>Meetings of Noteholders</i>),</li> </ul> <p>all Notes (if any) which are for the time being held by the Issuer (subject to any Applicable Laws) or by any Person for the benefit of the Issuer and not cancelled shall (unless and until ceasing to be so held), be deemed not to be Outstanding;</p>

<b>Optional Redemption Amount</b>	in relation to a Tranche of Notes, the optional redemption amount specified as such in the Applicable Pricing Supplement;
<b>Participant</b>	a Person accepted by the CSD as a participant in terms of section 31 of the Financial Markets Act, and who is approved by the JSE, in terms of the debt listings requirements of the JSE, as a Settlement Agent to perform electronic settlement of funds and scrip;
<b>Partly Paid Notes</b>	Notes which are issued with the Issue Price partly paid and which Issue Price is paid up fully by the Noteholder in instalments as indicated in the Applicable Pricing Supplement;
<b>Paying Agent</b>	Absa, unless the Issuer elects to appoint another entity as Paying Agent, in which event that other entity shall act as a Paying Agent in respect of that Tranche or Series of Notes, as indicated in the Applicable Pricing Supplement;
<b>Payment Day</b>	any day which is a Business Day and upon which a payment is due by the Issuer in respect of the Notes;
<b>Permitted Encumbrance</b>	<p>unless otherwise set out in the Applicable Pricing Supplement,</p> <ul style="list-style-type: none"> <li>(a) any Encumbrance existing as at the Programme Date and the date of the Applicable Pricing Supplement; or</li> <li>(b) any Encumbrance with regard to receivables of the Issuer or a Material Subsidiary or if such Encumbrance is created pursuant to any securitisation or like arrangement in accordance with normal market practice and whereby the Indebtedness secured by such Encumbrance is limited to the value of such receivables (on or about the date of creation of such Encumbrance); or</li> <li>(c) any Encumbrance in favour of the Issuer and/or a Guarantor with respect to inter-company Indebtedness incurred between the Issuer and the Guarantors, or between the Guarantors and its Subsidiaries, or between the Issuer and any Subsidiary of the Guarantor or between any Subsidiaries; or</li> <li>(d) any Encumbrance created over any asset acquired, purchased, developed or constructed by the Issuer, any Guarantor or any other Material Subsidiary after the Programme Date (including any Encumbrance over the shares or other ownership interests in, or securities of, any person, acquired, subscribed for by the Issuer, any Guarantor or any other Material Subsidiary after the Programme Date, or the assets of such other company or person) if such Encumbrance was created for the sole purpose of financing or refinancing that asset by the Issuer, any Guarantor or any other Material Subsidiary, provided that the Indebtedness so secured shall not exceed the <i>bona fide</i> arm's length market value (on or about the date of the creation of such Encumbrance) of such asset or the cost of that acquisition, development or construction of that asset by the Issuer, any Guarantor or any other Material Subsidiary (including all interest and other finance charges, adjustments due to changes in circumstances and other charges reasonably incidental to such cost, whether contingent or otherwise) and where such market value or cost both apply, the higher of the two; or</li> <li>(e) any Encumbrance over deposit accounts securing a loan equal to the amounts standing to the credit of such deposit accounts, including any cash management system; or</li> </ul>

- (f) any Encumbrance created over stock-in-trade, inventories, accounts receivable, deposit accounts, full maintenance lease assets and assets financed under an asset based and floor plan arrangement of the Issuer or any Material Subsidiary; or
- (g) any Encumbrance subsisting over any asset of any Subsidiary of the Guarantors or the Issuer prior to the date of such entity becoming a Subsidiary of the Guarantors or the Issuer and not created in contemplation of such entity becoming a Subsidiary of the Guarantors or the Issuer and any substitute Encumbrance created over that asset but in any such case the amount of the Indebtedness secured by such Encumbrance, may not be increased, save in the ordinary course of business as set out in sub-clauses (a) to (g) above; or
- (h) any Encumbrance granted in respect of Project Finance Borrowings over assets of, or the shares in, a Project Finance Subsidiary; or
- (i) in addition to any Encumbrance referred to in (a) to (h) above, any Encumbrance securing in aggregate an amount which is equal to or less than ZAR250,000,000 (Two Hundred and Fifty Million Rand) at the time the Encumbrance is established;

<b>Person</b>	shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
<b>Programme</b>	Exxaro Resources Limited ZAR5,000,000,000 Domestic Medium Term Note Programme under which the Issuer may from time to time issue Notes;
<b>Programme Amount</b>	the maximum aggregate outstanding Nominal Amount of all of the Notes that may be issued under the Programme at any one point in time, being ZAR5,000,000,000 or such increased amount as is determined by the Issuer from time to time, subject to the Applicable Procedures, Applicable Laws and the Programme Agreement, as set out in the section of this Programme Memorandum headed " <i>General Description of the Programme</i> ";
<b>Programme Date</b>	the date of this Programme Memorandum being 25 April 2014;
<b>Project Finance Borrowings</b>	any indebtedness to finance (or refinance) a project comprised of the ownership, development, construction, refurbishment, commissioning and/or operation of assets which is incurred by a Project Finance Subsidiary in connection with such project and in respect of which the recourse of the person(s) making any such finance (or refinance) available to that Project Finance Subsidiary for the payment, repayment and prepayment of such indebtedness is limited to (i) the Project Finance Subsidiary and its assets and/or the shares in that Project Finance Subsidiary and/or (ii) the period up and until the successful completion of the relevant completion tests applicable to such project guarantees from any one or more members of the Exxaro Group;
<b>Project Finance Subsidiary</b>	a single purpose company whose sole business is a project comprised of the ownership, development, construction, refurbishment, commissioning and/or operation of an asset which has incurred Project Finance Borrowings;
<b>Rating</b>	in relation to the Issuer and/or the Programme and/or a Tranche of Notes (where applicable), as the case may be, the rating of the Issuer and/or the Programme and/or the Tranche of Notes, as the case may be, granted by the Rating Agency, specified in the Applicable Pricing Supplement;

<b>Rating Agency</b>	Global Credit Rating Co. Proprietary Limited ( <b>GCR</b> ), Standard & Poor's Ratings Services ( <b>S&amp;P</b> ), Moody's Investors Service Limited ( <b>Moody's</b> ) or Fitch Southern Africa Proprietary Limited ( <b>Fitch</b> ), as the case may be, and their successors or any other rating agency of equivalent international standing specified from time to time by the Issuer, specified in the Applicable Pricing Supplement (if applicable) and/or notified to Noteholders pursuant to Condition 19 ( <i>Notices</i> );
<b>Redemption Date</b>	in relation to a Tranche of Notes, the date upon which the Notes are redeemed by the Issuer, in accordance with Condition 10 ( <i>Redemption and Purchase</i> );
<b>Reference Banks</b>	four leading banks in the South African inter-bank market selected by the Calculation Agent;
<b>Reference Price</b>	in relation to a Tranche of Zero Coupon Notes (where applicable), the price specified as such in the Applicable Pricing Supplement;
<b>Reference Rate</b>	in relation to a Tranche of Floating Rate Notes (where applicable), the rate specified as such in the Applicable Pricing Supplement;
<b>Register</b>	the register of Noteholders maintained by the Transfer Agent in terms of Condition 14 ( <i>Register</i> ), including any Uncertificated Securities Register, as the case may be;
<b>Regular Period</b>	<p>(a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;</p> <p>(b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "<b>Regular Date</b>" means the Day and the month (but not the year) on which any Interest Payment Date falls; and</p> <p>(c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "<b>Regular Date</b>" means the Day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;</p>
<b>Relevant Date</b>	in respect of any payment relating to the Notes, the date on which such payment first becomes due, except that, in relation to monies payable to the CSD in accordance with these Terms and Conditions, it means the first date on which (i) the full amount of such monies have been received by the CSD, (ii) such monies are available for payment to the holders of Beneficial Interests and (iii) notice to that effect has been duly given to such holders in accordance with the Applicable Procedures;
<b>Relevant Screen Page</b>	in relation to a Tranche of Floating Rate Notes (where applicable), the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the Applicable Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information

	appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;
<b>Representative</b>	a Person duly authorised to act on behalf of a Noteholder, the Transfer Agent and the Paying Agent, as the case may be, who may be regarded by the Issuer (acting in good faith) as being duly authorised based upon the tacit or express representation thereof by such Representative, in the absence of express notice to the contrary from such Noteholder, the Transfer Agent and the Paying Agent;
<b>Resignation Letter</b>	a letter substantially in the form set out in Schedule 2 ( <i>Form of Resignation Letter</i> ) to the form of Guarantee contained in the section of this Programme Memorandum headed " <i>Terms and Conditions of the Guarantee</i> " on pages 66 to 72;
<b>Senior Noteholders</b>	the Noteholders of Senior Notes;
<b>Senior Notes</b>	Notes issued with the status and characteristics set out in Condition 5 ( <i>Status of Senior Notes</i> ), as indicated in the Applicable Pricing Supplement;
<b>Series</b>	a Tranche of Notes together with any further Tranche or Tranches of Notes which are: <ul style="list-style-type: none"> <li>(a) expressed to be consolidated and form a single series; and</li> <li>(b) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices;</li> </ul>
<b>Settlement Agent</b>	a Participant, approved by the JSE in terms of the Applicable Procedures to perform electronic settlement of both funds and scrip on behalf of market participants;
<b>South Africa</b>	the Republic of South Africa;
<b>Specified Currency</b>	in relation to each Note in a Tranche of Notes, subject to all Applicable Laws, the currency specified in the Applicable Pricing Supplement;
<b>Specified Denomination</b>	in relation to each Note in a Tranche of Notes, the amount specified as such in the Applicable Pricing Supplement;
<b>Specified Office</b>	the office of the Transfer Agent, the Paying Agent and/or the Calculation Agent as specified in the Applicable Pricing Supplement;
<b>Subordinated Indebtedness</b>	in the event of the dissolution of the Issuer or if the Issuer is wound up or placed in liquidation or is subject to business rescue proceedings, any indebtedness of the Issuer, including any guarantee by the Issuer, under which the right of payment of the Person(s) entitled thereto is, or is expressed to be, or is required by any present or future agreement of the Issuer to be, subordinated to the rights of all unsubordinated creditors of the Issuer;
<b>Subordinated Notes</b>	Notes issued with the status and characteristics set out in Condition 6 ( <i>Status and Characteristics of Subordinated Notes</i> ), as indicated in the Applicable Pricing Supplement;
<b>Subsidiary</b>	a subsidiary company as defined in section 3(1)(a) of the Companies Act;
<b>Sub-unit</b>	with respect to any currency, the lowest amount of such currency that is available as legal tender in the country of such currency;
<b>Terms and Conditions</b>	the terms and conditions incorporated in this section headed " <i>Terms and Conditions of the Notes</i> " and in accordance with which the Notes will be issued;



<b>Tranche</b>	in relation to any particular Series, all Notes which are identical in all respects (including as to listing);
<b>Transfer Agent</b>	Absa, unless the Issuer elects to appoint another entity as a Transfer Agent in which event that other entity shall act as a Transfer Agent in respect of that Tranche or Series of Notes, as indicated in the Applicable Pricing Supplement;
<b>Transfer Form</b>	the written form for the transfer of a Note, in the form approved by the Transfer Agent, and signed by the transferor and transferee;
<b>Uncertificated Securities Register</b>	an Uncertificated Securities Register as contemplated in section 1 of the Companies Act;
<b>Wholly Owned Subsidiary</b>	a wholly owned subsidiary as defined in Section 3(1)(b) of the Companies Act;
<b>ZAR</b>	the lawful currency of South Africa, being South African Rand, or any successor currency;
<b>ZAR-JIBAR-SAFEX</b>	the mid-market rate for deposits in ZAR for a period of the Designated Maturity (as indicated in the Applicable Pricing Supplement) that appears on the Reuters Screen SAFEX Page as at 11h00, Johannesburg time on the relevant date; and
<b>Zero Coupon Notes</b>	Notes which will be offered and sold at a discount to their Nominal Amount or at par and will not bear interest other than in the case of late payment, as indicated in the Applicable Pricing Supplement.

## 2. ISSUE

- 2.1. The Issuer may, at any time and from time to time (without the consent of any Noteholder), issue one or more Tranche(s) of Notes pursuant to the Programme, provided that the aggregate Outstanding Nominal Amount of all of the Notes issued under the Programme from time to time does not exceed the Programme Amount.
- 2.2. Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the applicable Terms and Conditions of a Tranche of Notes which are the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement relating to that Tranche of Notes.
- 2.3. Each Note, may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index-Linked Note, a Dual Currency Note, a Mixed Rate Note or such combination of any of the foregoing or such other type of Note as may be determined by the Issuer and specified in the relevant Applicable Pricing Supplement.
- 2.4. All payments in relation to the Notes will be made in the Specified Currency. Each Note will be issued in the Specified Denomination.
- 2.5. The Terms and Conditions of a Tranche of Notes are incorporated by reference into the Individual Certificate(s) (if any) representing the Notes in that Tranche. The Applicable Pricing Supplement relating to a Tranche of Notes issued in certificated form will be attached to the Individual Certificate(s) representing the Notes in that Tranche.

## 3. FORM AND DENOMINATION

### 3.1. General

- 3.1.1 A Tranche of Notes may be issued in the form of listed or unlisted Notes, as specified in the Applicable Pricing Supplement.
- 3.1.2 A Tranche of Notes may be listed on the Interest Rate Market of the JSE or on such other or further Financial Exchange(s) as may be determined by the Issuer and the Dealer(s), subject to any Applicable Laws and Applicable Procedures. Unlisted Notes may also be issued under the Programme. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and if so, the Financial Exchange on which such Tranche of Notes will be listed.

### 3.2. Registered Notes

A Tranche of Notes will be issued in certificated form or in uncertificated form, as contemplated in Condition 3.2.1 (*Notes issued in certificated form*) and Condition 3.2.2 (*Notes issued in uncertificated form*), as specified in the Applicable Pricing Supplement. Each Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form and will be held in the CSD, as contemplated in Condition 3.2.2 (*Notes issued in uncertificated form*). A Tranche of unlisted Notes may also be held in the CSD, as contemplated in Condition 3.2.3 (*Beneficial Interests in Notes held in the CSD*).

#### 3.2.1. **Notes issued in certificated form**

All Notes issued in certificated form will be represented by Individual Certificates.

#### 3.2.2. **Notes issued in uncertificated form**

A Tranche of Notes which is listed on the Interest Rate Market of the JSE will, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act. Notes issued in uncertificated form will be held in the CSD. Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Note which is represented by an Individual Certificate may be replaced by uncertificated securities in terms of section 33 of the Financial Markets Act.

#### 3.2.3. **Beneficial Interests in Notes held in the CSD**

- (i) A Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form and held in the CSD. A Tranche of unlisted Notes may also be held in the CSD.
- (ii) The CSD will hold Notes subject to the Financial Markets Act and the Applicable Procedures.
- (iii) All amounts to be paid and all rights to be exercised in respect of Notes held in the CSD will be paid to and may be exercised only by the CSD's Nominee for the holders of Beneficial Interests in such Notes.
- (iv) A holder of a Beneficial Interest shall only be entitled to exchange such Beneficial Interest for Notes represented by an Individual Certificate in accordance with Condition 13 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*).

#### 3.2.4. **Recourse to the BESA Guarantee Fund Trust**

The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE or the BESA Guarantee Fund Trust. Claims against the BESA Guarantee Fund Trust may only be made in respect of the trading of Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of the BESA Guarantee Fund Trust. Unlisted Notes are not regulated by the JSE.

## 4. TITLE

### 4.1. Notes issued in certificated form

- 4.1.1. Each holder of Notes represented by an Individual Certificate will be named in the Register as the registered holder of such Notes.
- 4.1.2. Title to Notes represented by an Individual Certificate will pass upon registration of transfer in the Register in accordance with Condition 15.2 (*Transfer of Notes represented by Individual Certificates*).
- 4.1.3. The Issuer, the Transfer Agent and the Paying Agent shall recognise a Noteholder as the sole and absolute owner of the Notes registered in that Noteholder's name in the Register (notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) and shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust, express, implied or constructive, to which any Note may be subject.

### 4.2. Notes issued in uncertificated form

The CSD's Nominee will be named in the Register as the registered holder of each Tranche of Notes which is issued in uncertificated form.

#### 4.3. Beneficial Interests in Notes held in the CSD

- 4.3.1. While a Tranche of Notes is held in the CSD, the CSD's Nominee will be named in the Register as the sole Noteholder of the Notes in that Tranche.
- 4.3.2. Beneficial Interests which are held by Participants will be held directly through the CSD, and the CSD will hold such Beneficial Interests, on behalf of such Participants, through the central securities accounts maintained by the CSD for such Participants.
- 4.3.3. Beneficial Interests which are held by clients of Participants will be held indirectly through such Participants, and such Participants will hold such Beneficial Interests, on behalf of such clients, through the securities accounts maintained by such Participants for such clients. The clients of Participants may include the holders of Beneficial Interests or their custodians. The clients of Participants, as the holders of Beneficial Interests or as custodians for such holders, may exercise their rights in respect of the Notes held by them in the CSD only through their Participants.
- 4.3.4. In relation to each Person shown in the records of the CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular Nominal Amount of Notes, a certificate or other document issued by the CSD or the relevant Participant, as the case may be, as to the aggregate Nominal Amount of such Notes standing to the account of such Person shall be prima facie proof of such Beneficial Interest. The CSD's Nominee (as the registered holder of such Notes named in the Register) will be treated by the Issuer, the Paying Agent, the Transfer Agent and the relevant Participant as the holder of that aggregate Nominal Amount of such Notes for all purposes.
- 4.3.5. Beneficial Interests in Notes may be transferred only in accordance with the Applicable Procedures. Such transfers will not be recorded in the Register and the CSD's Nominee will continue to be reflected in the Register as the registered holder of such Notes, notwithstanding such transfers.
- 4.3.6. Any reference in the Terms and Conditions to the relevant Participant shall, in respect of a Beneficial Interest, be a reference to the Participant appointed to act as such by the holder of such Beneficial Interest.

#### 5. STATUS OF SENIOR NOTES

Unless otherwise set out in the Applicable Pricing Supplement, the Senior Notes are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves and (save for certain debts required to be preferred by law) equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

#### 6. STATUS AND CHARACTERISTICS OF SUBORDINATED NOTES

- 6.1. Unless otherwise set out in the Applicable Pricing Supplement, Subordinated Notes constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer, save for those which have been accorded preferential rights by law, or as otherwise set out in the Applicable Pricing Supplement.
- 6.2. Subject to Applicable Laws, in the event of the dissolution of the Issuer or if the Issuer is placed into liquidation or wound-up or commences business rescue proceedings, the claims of the Persons entitled to payment of amounts due in respect of the Subordinated Notes, shall be subordinated to all other claims in respect of any other indebtedness of the Issuer except for other Subordinated Indebtedness, to the extent that, in any such event, and provided as aforesaid, no amount shall be eligible for setting-off or shall be payable to any or all of the Persons entitled to payment of amounts due in respect of the Subordinated Notes in respect of the obligations of the Issuer thereunder until all other indebtedness of the Issuer which is admissible in any such dissolution, insolvency, business rescue or winding-up (other than Subordinated Indebtedness) has been paid or discharged in full.

#### 7. NEGATIVE PLEDGE

- 7.1. Unless otherwise set out in the Applicable Pricing Supplement, for so long as any Tranche of the Senior Notes remains Outstanding, the Issuer and each Guarantor undertakes that it shall not, and shall procure that no other Material Subsidiary, create or permit the creation of any Encumbrances other than Permitted Encumbrances over any of their present or future business

undertakings, assets or revenues to secure any present or future Indebtedness (save for those which have been accorded a preference by law) without at the same time securing all Senior Notes at least equally and rateably with such Indebtedness or providing such other security or arrangement 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.

- 7.2. The Issuer and/or each Guarantor shall be entitled, but not obliged, to form, or procure the formation of, a trust or special purpose company (or more than one), or appoint, or procure the appointment of, an agent or agents to hold any such rights of security for the benefit or on behalf of such Noteholders.

## 8. GUARANTEE

- 8.1. In accordance with the terms of the Guarantee, the Guarantors, jointly and severally, irrevocably and unconditionally guarantee to the Noteholders all obligations which the Issuer may incur to the Noteholders and the due and punctual payment of all amounts owing by the Issuer in respect of the Notes arising under the Programme pursuant to this Programme Memorandum.
- 8.2. The Guarantors are required to make any payment under the Guarantee by no later than 3 (three) Business Days after receipt of a demand under and in terms of the Guarantee and these Terms and Conditions. All payments under the Guarantee will discharge the Guarantors of their applicable obligations to Noteholders under the Guarantee and will *pro tanto* discharge the Issuer of its corresponding obligations to the Noteholders under the Notes.
- 8.3. The Guarantee, each Accession Letter and each Resignation Letter will be deposited with, and be held by, the Transfer Agent until the later of:
- 8.3.1. the date on which the Programme is terminated by the Issuer; and
- 8.3.2. the date on which all of the obligations of the Issuer and the Guarantors under or in respect of the Notes and/or the Guarantee, as the case may be, have been discharged in full.
- 8.4. Each Noteholder shall be entitled to require the Transfer Agent to produce the original of the Guarantee, each Accession Letter and each Resignation Letter, on request and further shall be entitled to require the Transfer Agent, which shall be obliged, to provide a copy of the Guarantee to that Noteholder on request. In holding the Guarantee, each Accession Letter and each Resignation Letter, the Transfer Agent does not act in any fiduciary or similar capacity for the Noteholders and it shall not accept any liability, duty or responsibility to Noteholders in this regard.
- 8.5. **Additional Guarantors**
- 8.5.1. The Issuer shall only request a Subsidiary which subsequently becomes a wholly owned Material Subsidiary to become an Additional Guarantor, within 30 Days of such Subsidiary qualifying as a wholly owned Material Subsidiary.
- 8.5.2. A member of the Exxaro Group shall become an Additional Guarantor if:
- 8.5.2.1. the Additional Guarantor delivers to the Issuer a duly completed and executed Accession Letter; and
- 8.5.2.2. the Issuer has received all of the documents and other evidence listed in Schedule 3 (*Conditions Precedent*) to the Guarantee in relation to that Additional Guarantor, each in a form and substance satisfactory to the Issuer.
- 8.5.3. The Issuer shall notify the JSE, the CSD, the Transfer Agent and the Noteholders in accordance with Condition 19 (*Notices*) and via SENS, of the Additional Guarantor promptly upon becoming aware that it has received the documentation as set out in Condition 8.5.2 above.
- 8.6. **Resignation of a Guarantor**
- 8.6.1. In the event that a Guarantor no longer is a wholly owned Material Subsidiary of the Issuer, such Guarantor shall cease to be a Guarantor by delivering to the Issuer a Resignation Letter.
- 8.6.2. The Issuer shall notify the JSE, the CSD, the Transfer Agent and the Noteholders of receipt of a Resignation Letter in accordance with Condition 19 (*Notices*) and via SENS.

## 8.7. Guarantee Ratio

- 8.7.1. Notwithstanding anything to the contrary contained herein, the Issuer undertakes that while any Note remains Outstanding the total aggregated EBITDA of the Issuer and Guarantors divided by the total EBITDA of the Exxaro Group (not taking into account the EBITDA of any Subsidiary that is prohibited in law from becoming an Additional Guarantor), expressed as a percentage, shall not be less than 70% (seventy percent) (the **Guarantee Ratio**).
- 8.7.2. The Issuer shall calculate the Guarantee Ratio within 30 (thirty) Days of the publication of the annual financial statements of the Issuer for each financial year and within 30 (thirty) Days of the resignation of a Guarantor and/or a wholly-owned Material Subsidiary becoming an Additional Guarantor.
- 8.7.3. In the event, that pursuant to the calculation set out in Condition 8.7.2 above, non-compliance with the Guarantee Ratio is confirmed, the Issuer shall:
- 8.7.3.1. deliver to Noteholders in accordance with Condition 19, a certificate (the **Guarantor Certificate**) setting out the particulars of such non-compliance; and
- 8.7.3.2. ensure that the Guarantee Ratio is complied with within 1 (one) month of the publication of the relevant annual financial statements of the Issuer.

## 9. INTEREST

### 9.1. Fixed Rate Notes

- 9.1.1. Each Fixed Rate Note bears interest on its outstanding Nominal Amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date specified in the Applicable Pricing Supplement at the rate(s) per annum equal to the Fixed Rate of Interest so specified, payable in arrears on the Fixed Interest Payment Dates in each year up to and including the Maturity Date.
- 9.1.2. The first payment of interest will be made on the Fixed Interest Payment Date next following the Interest Commencement Date.
- 9.1.3. Except as provided in the Applicable Pricing Supplement, the amount of interest payable per Note on each Fixed Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount, provided that:
- 9.1.3.1. if an Initial Broken Amount is specified in the Applicable Pricing Supplement, then the first Interest Amount shall equal the Initial Broken Amount specified in the Applicable Pricing Supplement; and
- 9.1.3.2. if a Final Broken Amount is specified in the Applicable Pricing Supplement, then the final Interest Amount shall equal the Final Broken Amount.
- 9.1.4. If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Fixed Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, as specified in the Applicable Pricing Supplement, and rounding the resultant figure to the nearest Sub-unit of the relevant Specified Currency, half such Sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

### 9.2. Floating Rate Notes and Indexed Interest Notes

#### *Interest Payment Dates*

Each Floating Rate Note and Indexed Interest Note bears interest on its outstanding Nominal Amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date specified in the Applicable Pricing Supplement, and such interest will be payable in arrears on the Interest Payment Date(s) in each year specified in the Applicable Pricing Supplement. Such interest will be payable in respect of each Interest Period (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

### *Rate of Interest*

The Rate of Interest payable from time to time in respect of the Floating Rate Notes and Indexed Interest Notes will be determined in the manner specified in the Applicable Pricing Supplement.

### *Minimum and/or Maximum Rate of Interest*

If the Applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the above provisions is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest. If the Applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the above provisions is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

### *Determination of Rate of Interest and Calculation of Interest Amount*

The Calculation Agent, in the case of Floating Rate Notes and Indexed Interest Notes will at, or as soon as is practicable after, each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the Interest Amount payable in respect of each Floating Rate Note and Indexed Interest Note in respect of each Specified Denomination for the relevant Interest Period, and the Calculation Agent shall notify the Issuer of the Rate of Interest for the relevant Interest Period as soon as is practicable after calculating the same. Each Interest Amount shall be calculated by applying the Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Day Count Fraction and rounding the resultant figure to the nearest Sub-unit of the relevant Specified Currency, half a Sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

### *Interest Determination, Screen Rate Determination including Fallback Provisions*

Where ISDA Determination is specified in the Applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the Applicable Pricing Supplement) the Margin (if any). For the purposes of this sub-paragraph, **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by such agent as is specified in the Applicable Pricing Supplement under an interest rate swap transaction if that agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the most recent ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the Applicable Pricing Supplement;
- (b) the Designated Maturity is the period specified in the Applicable Pricing Supplement; and
- (c) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on ZAR-JIBAR-SAFEX, the first Day of that Interest Period; or (ii) in any other case, as specified in the Applicable Pricing Supplement.

For the purposes of the above sub-paragraph **Floating Rate**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions specified in the Applicable Pricing Supplement.

Where Screen Rate Determination is specified in the Applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject to the provisions below, be either:

- (a) if the Relevant Screen Page is available,
  - (i) the offered quotation (if only one quotation appears on the Relevant Screen Page); or
  - (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage per annum) for the Reference Rate which appears on the Relevant Screen Page as at 11h00 (or as otherwise specified in the Applicable Pricing Supplement) (Johannesburg time) on the Interest Determination Date in question plus or minus (as indicated in the Applicable Pricing Supplement) the Margin (if any), all as

determined by the Calculation Agent. If five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations; or

- (b) if the Relevant Screen Page is not available or if, in the case of (a)(i) above, no such offered quotation appears or, in the case of (a)(ii) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Calculation Agent shall request the principal Johannesburg office of each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately 11h00 (Johannesburg time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent; or
- (c) if the Rate of Interest cannot be determined by applying the provisions of (a) and (b) above, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks offered, at approximately 11h00 (Johannesburg time) on the relevant Interest Determination Date, deposits in an amount approximately equal to the nominal amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate to prime banks in the Johannesburg inter-bank market plus or minus (as appropriate) the Margin (if any). If fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the Rate of Interest for the relevant Interest Period will be determined by the Calculation Agent as the arithmetic mean (rounded as provided above) of the rates for deposits in an amount approximately equal to the Nominal Amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate, quoted at approximately 11h00 (Johannesburg time) on the relevant Interest Determination Date, by the Reference Banks plus or minus (as appropriate) the Margin (if any). If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 8.2(c), the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the Applicable Pricing Supplement as being other than ZAR-JIBAR-SAFEX, the Rate of Interest in respect of such Notes will be determined as provided in the Applicable Pricing Supplement.

#### *Notification of Rate of Interest and Interest Amount*

The Issuer will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the JSE and the CSD and/or every other relevant exchange or authority as soon as possible after their determination but in any event no later than the 4<sup>th</sup> (fourth) Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the JSE, the CSD and/or every other relevant exchange or authority and to the Noteholders in accordance with Condition 19 (*Notices*).

#### *Certificates to be Final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 9.2, by the Calculation Agent shall (in the absence of wilful deceit, bad faith or

manifest error or proven error) be binding on the Issuer and all Noteholders and in the absence as aforesaid no liability to the Issuer or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

9.3. **Dual Currency Interest Notes**

In the case of Dual Currency Interest Notes, the Interest Rate or Interest Amount payable shall be determined in the manner specified in the Applicable Pricing Supplement.

9.4. **Mixed Rate Notes**

The Interest Rate payable from time to time on Mixed Rate Notes shall be the Interest Rate payable on the form of interest-bearing Note (be it a Fixed Rate Note, Floating Rate Note, Index-Linked Note or Dual Currency Note) specified for each respective period, each as specified in the Applicable Pricing Supplement. During each such applicable period, the Interest Rate on the Mixed Rate Notes shall be determined and fall due for payment on the basis that such Mixed Rate Notes are Fixed Rate Notes, Floating Rate Notes, Index-Linked Notes or Dual Currency Notes, as the case may be.

9.5. **Accrual of Interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date of its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue at the Default Rate specified in the Applicable Pricing Supplement until the date on which all amounts due in respect of such Note have been paid, or, in respect of uncertificated Notes, the date on which the full amount of the money payable has been received by the CSD and/or the Participants and notice to that effect has been given to Noteholders in accordance with Condition 19 (*Notices*).

9.6. **Business Day Convention**

If any Interest Payment Date (or other date), which is specified in the Applicable Pricing Supplement to be subject to adjustment in accordance with a Business Day Convention, would otherwise fall on a Day that is not a Business Day, then, if the Business Day Convention specified is:

- (a) the **Floating Rate Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next Day which is a Business Day unless it would thereby fall into the next calendar month, in which event: (i) such Interest Payment Date (or other date) shall be brought forward to the first preceding Business Day and (ii) each subsequent Interest Payment Date (or other date) shall be the last Business Day in the month which falls the number of months, or other period specified as the Interest Period in the Applicable Pricing Supplement, after the preceding applicable Interest Payment Date (or other date) has occurred; or
- (b) the **Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next Day which is a Business Day; or
- (c) the **Modified Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next Day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other such date) shall be brought forward to the first preceding Business Day; or
- (d) the **Preceding Business Day Convention**, such Interest Payment Date (or other date) shall be brought forward to the first preceding Business Day.

10. **PAYMENTS**

10.1. **General**

Payments of principal and/or interest on an Individual Certificate shall be made to the registered holder of such Note, as set forth in the Register on the close of business on the Last Day to Register (as specified in the Applicable Pricing Supplement). In addition to the above, in the case of a final redemption payment, the holder of the Individual Certificate shall be required, on or before the Last Day to Register prior to the Maturity Date, to surrender such Individual Certificate at the offices of the Transfer Agent.



Payments of principal and/or interest in respect of uncertificated Notes shall be made to the CSD, in the name of, and for, the account of the CSD's Nominees and/or the Participants, as shown in the Register on the Last Day to Register, and the Issuer will be discharged of its payment obligations by proper payment to in the name of, and for, the account of the CSD's Nominee and/or the Participants, in respect of each amount so paid. Each of the Persons shown in the records of the CSD and the Participants, as the case may be, shall look solely to the CSD or the Participant, as the case may be, for his share of each payment so made by the Issuer to the registered holder of such uncertificated Notes.

#### 10.2. **Method of Payment**

Payments will be made in the Specified Currency by credit or transfer, by means of electronic settlement, to the Noteholder.

Payments will be subject in all cases to any fiscal or other laws, directives and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 12 (*Taxation*).

If the Issuer is prevented or restricted directly or indirectly from making any payment by electronic funds transfer in accordance with the preceding paragraph (whether by reason of strike, lockout, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or breakdown in facilities, civil commotion, unrest or disturbances, cessation of labour, Government interference or control or any other cause or contingency beyond the control of the Issuer), the Issuer shall make such payment by cheque marked "*not transferable*" (or by such number of cheques as may be required in accordance with applicable banking law and practice to make payment of any such amounts). Such payments by cheque shall be sent by post to the address of the Noteholder as set forth in the Register or, in the case of joint Noteholders, the address set forth in the Register of that one of them who is first named in the Register in respect of that Note.

Each such cheque shall be made payable to the relevant Noteholder or, in the case of joint Noteholders, the first one of them named in the Register. Cheques may be posted by ordinary post, provided that neither the Issuer, nor the Paying Agent shall be responsible for any loss in transmission and the postal authorities shall be deemed to be the agent of the Noteholders for the purposes of all cheques posted in terms of this Condition 10.2.

In the case of joint Noteholders, payment by electronic funds transfer will be made to the account of the Noteholder first named in the Register. Payment by electronic transfer to the Noteholder first named in the Register shall discharge the Issuer of its relevant payment obligations under the Notes.

Payment will be subject in all cases to any fiscal or other laws, directives and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 12 (*Taxation*).

#### 10.3. **Payment Day**

If the date for payment of any amount in respect of any Note is not a Business Day, subject to the applicable Business Day Convention, the holder thereof shall not be entitled to payment until the next following Business Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

#### 10.4. **Interpretation of Principal and Interest**

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- 10.4.1. any additional amounts which may be payable with respect to principal under Condition 12 (*Taxation*);
- 10.4.2. the Final Redemption Amount of the Notes or the Early Redemption Amount of the Notes, as the case may be;
- 10.4.3. the Optional Redemption Amount(s) (if any), as specified in the Applicable Pricing Supplement, of the Notes;
- 10.4.4. in relation to Instalment Notes, the Instalment Amounts;
- 10.4.5. in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition

11.7.3); and

- 10.4.6. any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes, but excluding for the avoidance of doubt, interest.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 12 (*Taxation*).

## 11. REDEMPTION AND PURCHASE

### 11.1. Redemption at Maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer in the Specified Currency at its Final Redemption Amount specified in, or determined in the manner specified in, the Applicable Pricing Supplement on the Maturity Date.

### 11.2. Redemption for Tax Reasons

Notes may be redeemed at the option of the Issuer at any time (in the case of Notes other than Floating Rate Notes, Indexed Interest Notes or Mixed Rate Notes having an Interest Rate then determined on a floating or indexed basis) or on any Interest Payment Date (in the case of Floating Rate Notes, Indexed Interest Notes or Mixed Rate Notes), on giving not less than 30 (thirty) Days nor more than 60 (sixty) Days' notice to the Noteholders prior to such redemption, in accordance with Condition 19 (*Notices*) (which notice shall be irrevocable), if the Issuer, immediately prior to the giving of such notice, is of the reasonable opinion that:

- 11.2.1. as a result of any change in, or amendment to, the laws or regulations of South Africa or any political sub-division of, or any authority in, or of, South Africa having power to tax, or any change or amendment which becomes effective after the relevant Issue Date, the Issuer is or would be required to pay additional amounts as provided or referred to in Condition 12 (*Taxation*); and
- 11.2.2. the requirement and/or adverse effect cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 (ninety) Days prior to the earliest date on which the Issuer would be obliged to pay or may become subject to the payment of such additional amounts were a payment in respect of the Notes then due. Notes may be redeemed by the Issuer in accordance with this Condition 11.2 in whole or in part. A redemption in part may be effected by the Issuer:

- 11.2.2.1. notwithstanding that such partial redemption may not entirely avoid such obligation to pay additional amounts as provided for or referred to in Condition 12 (*Taxation*); and
- 11.2.2.2. *mutatis mutandis* in the manner described in Condition 11.3 (*Redemption at the Option of the Issuer*), provided that the references to the giving of notice therein and to the Minimum Redemption Amount and the Higher Redemption Amount (both as specified in the Applicable Pricing Supplement) therein shall be disregarded for such purposes.

From the date of publication of the notice to Noteholders of the redemption referred to in Condition 11.2 above, the Issuer shall deliver to the Transfer Agent and the Paying Agent at their Specified Offices, for inspection by the relevant Noteholders (i) a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to effect such redemption have occurred and (ii) a copy of a legal opinion from independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Notes redeemed for tax reasons pursuant to this Condition 11.2 will be redeemed at their Early Redemption Amount referred to in Condition 11.6 (*Early Redemption Amounts*), together (if appropriate) with interest accrued from (and including) the immediately preceding Interest Payment Date to (but excluding) the date of redemption or as specified in the Applicable Pricing Supplement.

### 11.3. Redemption at the Option of the Issuer

If the Issuer is specified in the Applicable Pricing Supplement as having an option to redeem, the Issuer may, having given not less than 30 (thirty) Days nor more than 60 (sixty) Days irrevocable notice to the Noteholders in accordance with Condition 19 (*Notices*) or unless otherwise specified with the Applicable Pricing Supplement, redeem all or some of the Notes (to which such Applicable Pricing Supplement relates) then Outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the Applicable Pricing Supplement, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s).

Any such redemption must be of a Nominal Amount equal to the Minimum Redemption Amount or a Higher Redemption Amount, both as indicated in the Applicable Pricing Supplement.

In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot in the case of Redeemed Notes represented by Individual Certificates, and in accordance with the Applicable Procedures in the case of Redeemed Notes which are uncertificated, and in each case not more than 30 (thirty) Days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**).

In the case of Redeemed Notes represented by Individual Certificates, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 19 (*Notices*) not less than 15 (fifteen) Days prior to the date fixed for redemption. The aggregate Nominal Amount of Redeemed Notes represented by Individual Certificates shall bear the same proportion to the aggregate Nominal Amount of all Redeemed Notes as the aggregate Nominal Amount of Individual Certificates outstanding bears to the aggregate Nominal Amount of the Notes outstanding, in each case on the Selection Date, provided that such first mentioned Nominal Amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination and the aggregate Nominal Amount of Redeemed Notes which are uncertificated shall be equal to the balance of the Redeemed Notes. No exchange of the relevant uncertificated Notes will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this sub-paragraph, and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 19 (*Notices*) at least 10 (ten) Days prior to the Selection Date.

Holders of Redeemed Notes shall surrender the Individual Certificates, if any, representing the Notes in accordance with the provisions of the notice given to them by the Issuer as contemplated above. Where only a portion of the Notes represented by such Individual Certificates are redeemed, the Transfer Agent shall deliver new Individual Certificates to the Noteholders, as the case may be, in respect of the balance of the Notes.

### 11.4. Redemption at the Option of the Senior Noteholders

If Senior Noteholders are specified in the Applicable Pricing Supplement as having an option to request the redemption of Senior Notes, such Senior Noteholders may exercise such option in respect of such Senior Notes by delivering to the Transfer Agent, in accordance with Condition 19 (*Notices*), a duly executed notice (**Put Notice**), at least 30 (thirty) Days but not more than 60 (sixty) Days, prior to the Optional Redemption Date.

For redemption in part, the redemption amount specified in such Put Notice in respect of any such Senior Note must be of a principal amount equal to or greater than the Minimum Redemption Amount or equal to or less than the Higher Redemption Amount, each as indicated in the Applicable Pricing Supplement.

The redemption by the Senior Noteholders of uncertificated Senior Notes shall take place in accordance with the Applicable Procedures.

The Issuer shall proceed to redeem the Senior Notes in respect of which such option has been exercised in accordance with the terms of the Applicable Pricing Supplement, at the Optional Redemption Amount and on the Optional Redemption Date, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s).

In the event that the redeeming Senior Noteholder is the holder of an Individual Certificate, then such Senior Noteholder shall (attached to the Put Notice) deliver the Individual Certificate to the Transfer Agent for cancellation. A holder of an Individual Certificate shall, in that holder's Put Notice, specify a bank account into which the redemption payment amount is to be paid.

The delivery of Put Notices shall be required to take place during normal office hours to the Issuer and Transfer Agent. Put Notices shall be available for inspection at the Specified Offices of the Transfer Agent.

Any Put Notice given by a holder of any Senior Note pursuant to this paragraph shall be irrevocable except where, after giving the notice but prior to the due date of redemption, an Event of Default shall have occurred and be continuing in which event such Senior Noteholder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Senior Note forthwith due and payable pursuant to Condition 17 (*Events of Default*).

The Issuer shall have no liability to remedy any defects in any Put Notice or bring any such defects to the attention of any Noteholder.

#### 11.5. Redemption in the event of a Change of Control

The provisions of this Condition 11.5 (*Redemption in the event of a Change of Control*) shall apply if specified as applicable in the Applicable Pricing Supplement.

##### 11.5.1. A Change of Control Event shall occur if at any time while any Note remains Outstanding:

- (i) a Change of Control occurs; and
- (ii) within the Change of Control Period and in respect of that Change of Control:
  - (A) a Rating Downgrade occurs in relation to the Issuer and/or a Guarantor and/or the Programme and/or any Notes rated by a Rating Agency, as the case may be; or
  - (B) if, at the time the Change of Control occurs, the Issuer and/or a Guarantor and/or the Programme and/or the Notes, as the case may be, are not so rated, a Negative Rating Event occurs; or
  - (C) the Issuer is delisted from the JSE (**JSE Delisting**).

##### 11.5.2. Promptly upon the Issuer becoming aware that a Change of Control Event has occurred, the Issuer shall give notice to the Noteholders in accordance with Condition 19 (*Notices*) specifying the nature of the Change of Control Event and the circumstances giving rise to it and the procedure for exercising the option contained in Condition 11.5.4.

##### 11.5.3. If a Change of Control Event occurs at any time while any Note remains Outstanding, then provided the Noteholders have:

- (i) in terms of Condition 19 (*Notices*) issued a notice to convene a meeting of Noteholders within 30 (thirty) Days of the deemed delivery of the notice from the Issuer in Condition 11.5.2 above; and
- (ii) resolved in terms of Condition 21 (*Meetings of Noteholders*) by way of Extraordinary Resolution to require the redemption of the Notes of that Class of Noteholders in these circumstances,

the Issuer shall redeem all Notes held by that Class of Noteholders at its Early Redemption Amount together with accrued interest (if any) within 15 (fifteen) Days of having received a written notice from that Class of Noteholders to redeem such Note (a **Change of Control Redemption Notice**).

##### 11.5.4. The option to require the Issuer to redeem the Notes in accordance with Condition 11.5.3 shall be exercisable by a Class of Noteholders by the delivery of a written notice (a Change of Control Redemption Notice) to the Issuer at its registered office within 60 (sixty) Days after the occurrence of a Change of Control Event, unless prior to the delivery by that Class of Noteholders of its Change of Control Redemption Notice the Issuer gives notice to redeem the Notes.

##### 11.5.5. For the purposes of this Condition 11.5:

- (a) **Acting in Concert** means a group of Persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition of shares in the Issuer by any of them, either directly or indirectly, to obtain or consolidate Control of the Issuer;

- (b) a **Change of Control** shall be deemed to have occurred at each time (whether or not approved by the senior management or board of directors of the Issuer) that any Person (**Relevant Person**) or Person Acting in Concert or any Person or Persons acting on behalf of any such Person(s), at any time directly or indirectly acquires Control of the Issuer, provided that a Change of Control shall not be deemed to have occurred if the shareholders of the Relevant Person are also, or immediately prior to the event which would otherwise constitute a Change of Control, were all of the shareholders of the Issuer;
- (c) **Change of Control Period** means, in relation to a Change of Control of the Issuer, the period commencing 60 (sixty) Days prior to such Change of Control and ending 60 (sixty) Days after such Change of Control;
- (d) **Control** of the Issuer means (A) the holding beneficially of more than 50% (fifty percent) of the issued share capital of the Issuer (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital), or (B) the power to cast, or control the casting of votes in respect of, such number of the shares in the issued share capital of the Issuer carrying more than 50% (fifty percent) of the total number of votes that may be cast at a general meeting of the members of the Issuer;
- (e) **Investment Grade Rating** means a national scale rating of "Baa3za" by Moody's, "BBB-(zaf)" by Fitch, "zaBBB-" by S&P, "BBB-(RSA)" by GCR or its equivalent for the time being, or better;
- (f) a **Negative Rating Event** shall, in relation to Notes that are unrated and/or where no rating is assigned to the Issuer and/or a Guarantor and/or the Programme, as the case may be, by a Rating Agency at the time a Change of Control occurs, be deemed to have occurred if:
  - (A) the Issuer does not on or before the 60<sup>th</sup> (sixtieth) Business Day after the commencement of the Change of Control Period seek, and use all reasonable endeavours to obtain from a Rating Agency, a rating in respect of itself and/or a Guarantor and/or the Programme and/or the Notes, as the case may be, that are not rated; or
  - (B) it does so seek and use such endeavours, but it has not, at the expiry of the Change of Control Period and as a result of such Change of Control, obtained an Investment Grade Rating in respect of itself and/or the Programme and/or such Notes, as the case may be;
- (g) **Rating Downgrade** shall, in relation to the Issuer and/or a Guarantor and/or the Programme, as the case may be, and/or where any Notes are rated by a Rating Agency, be deemed to have occurred in respect of a Change of Control if within the Change of Control Period the rating previously assigned to the Issuer and/or a Guarantor and/or the Programme and/or such Notes, as the case may be, by any Rating Agency is:
  - (A) withdrawn; or
  - (B) changed from an Investment Grade Rating to a non-Investment Grade Rating; or
  - (C) in the case of a non-Investment Grade Rating, downgraded by any Rating Agency by one or more Rating Notches,

provided that no Rating Downgrade shall have occurred if the Rating assigned to the Issuer and/or the Guarantor and/or the Programme and/or the Notes, as the case may be, is substituted for an Investment Grade Rating by another Rating Agency; and
- (h) **Rating Notch** means the difference between one Rating and the Rating immediately below it, for example, from "BB+" to "BB" by the Rating Agency or such similar lower or equivalent Rating.

11.6. **Redemption in the event of a failure to maintain JSE listing and/or Rating**

The provisions of this Conditions 11.6 (*Redemption in the event of a failure to maintain JSE listing and/or Rating*) shall apply if specified in the Applicable Pricing Supplement.

- 11.6.1. The Issuer shall, for as long as listed Notes remain Outstanding:
- (a) ensure that those Notes are listed on the Interest Rate Market of the JSE; and
  - (b) maintain a Rating in respect of the Issuer, the Notes or the Programme, as the case may be;
- 11.6.2. If a breach of any of the undertakings in Condition 11.6.1 above occurs, then the Issuer shall within 3 (three) Business Days of such breach, and in accordance with Condition 19 (*Notices*), give notice (the **Issuer Redemption Notice**) to the Noteholders of such breach and the procedure for exercising the option set out in Condition 11.6.3 below.
- 11.6.3. Each Noteholder may within the period ending 15 (fifteen) Business Days of receipt of the Issuer Redemption Notice (the **Election Period**), require the Issuer to redeem its Notes on:
- (a) The Interest Payment Date immediately following the Election Period; or
  - (b) If the Election Period expires within a Books Closed Period, the next Interest Payment Date falling after the Interest Payment Date at the end of the Election Period,
- by delivery to the Issuer of a notice (the **Noteholder Redemption Notice**) in accordance with Condition 19 (*Notices*).
- 11.6.4. The Issuer shall, in accordance with Condition 11.6.3 above, redeem the Notes relevant to each Noteholder Redemption Notice at the Early Redemption Amount calculated in accordance with Condition 11.7 (*Early Redemption Amounts*), together with accrued interest (if any).

#### 11.7. **Early Redemption Amounts**

For the purpose of Conditions 11.2 (*Redemption for Tax Reasons*), and/or Condition 17 (*Events of Default*), the Notes will be redeemed at the Early Redemption Amount calculated as follows:

- 11.7.1. in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- 11.7.2. in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price, at the amount specified in, or determined in the manner specified in, the Applicable Pricing Supplement or, if no such amount or manner is so specified in the Pricing Supplement, at their Nominal Amount; or
- 11.7.3. in the case of Zero Coupon Notes, at an amount (the Amortised Face Amount) equal to the sum of: (i) the Reference Price; and (ii) the product of the Implied Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable; or
- 11.7.4. such other amount or method of calculation of the amount payable as is provided in the Applicable Pricing Supplement.

Where such calculation is to be made for a period which is not a whole number of years, it shall be calculated on the basis of actual Days elapsed divided by 365 (three hundred and sixty five), or such other calculation basis as may be specified in the Applicable Pricing Supplement.

#### 11.8. **Instalment Notes**

Instalment Notes will be redeemed at the Instalment Amounts and on the Instalment Dates. In the case of early redemption in accordance with Conditions 11.2 (*Redemption for Tax Reasons*), 11.5 (*Redemption in the event of a Change of Control*) and/or Condition 17 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 11.6 (*Early Redemption Amounts*).

#### 11.9. **Partly Paid Notes**

If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 11 (*Redemption and Purchase*) and the Applicable Pricing Supplement. In the case of early redemption in accordance with Conditions 11.2 (*Redemption for Tax Reasons*), 11.5 (*Redemption in the event of a Change of Control*) and/or Condition 17 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 11.6 (*Early Redemption Amounts*).

#### 11.10. Exchangeable Notes

If the Notes are Exchangeable Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in the manner indicated in the Applicable Pricing Supplement. Exchangeable Notes in respect of which Mandatory Exchange is indicated in the Applicable Pricing Supplement as applying, or upon the exercise by the Noteholder of the Noteholder's Exchange Right (if applicable), will be redeemed by the Issuer delivering to each Noteholder as many of the Exchange Securities as are required in accordance with the Exchange Price. The delivery by the Issuer of the Exchange Securities in the manner set out in the Applicable Pricing Supplement shall constitute the *in specie* redemption in full of such Notes.

#### 11.11. Purchases

The Issuer or any of its Subsidiaries may at any time purchase Notes at any price in the open market or otherwise. Such Notes may, subject to Applicable Laws, be held, resold, or, at the option of the Issuer, surrendered to the Transfer Agent for cancellation.

#### 11.12. Cancellation

All Notes which have been redeemed will forthwith be cancelled. All Notes so cancelled shall be forwarded to the Issuer and cannot be re-issued or resold. Where only a portion of Notes represented by an Individual Certificate are cancelled, the Transfer Agent shall deliver an Individual Certificate to such Noteholder in respect of the balance of the Notes.

#### 11.13. Late Payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 11 (*Redemption and Purchase*) or upon its becoming due and repayable as provided in Condition 17 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 11.7.3 as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of: (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and (ii) 5 (five) Days after the date on which the full amount of the monies payable has been received by the CSD, and notice to that effect has been given to the Noteholder in accordance with Condition 19 (*Notices*).

#### 11.14. Applicable Procedures

The redemption and partial redemption of Beneficial Interests shall take place in accordance with the Applicable Procedures and the Financial Markets Act.

### 12. TAXATION

Unless otherwise set out in the Applicable Pricing Supplement, all payments of principal and interest in respect of the Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of South Africa or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, as the case may be, in the absence of such withholding or deduction, except that no such additional amounts shall be payable with respect to any Note:

- 12.1. held by or on behalf of a Noteholder who is liable for such taxes or duties in respect of such Note by reason of his having some connection with South Africa other than the mere holding of such Note or the receipt of principal or interest in respect thereof; or
- 12.2. presented for payment by or on behalf of, or held by, a Noteholder who could lawfully avoid (but has not so avoided) such withholding or deduction by complying with any statutory requirements in force at the present time or in the future by making a declaration of non-residence or other similar claim or filing for exemption to which it is entitled to the relevant tax authority or the Paying Agent (the effect of which is not to require the disclosure of the identity of the relevant Noteholder); or

- 12.3. where such withholding or deduction is in respect of taxes levied or imposed on interest or principal payments only by virtue of the inclusion of such payments in the taxable income (as defined in section 1 of the Income Tax Act) or taxable capital gain (as defined in paragraph 1 of Schedule 8 to the Income Tax Act) of any Noteholder; or
- 12.4. where (in the case of payment of principal and/or interest which is conditional on surrender and/or presentation of the relevant Individual Certificate in accordance with the Terms and Conditions) the relevant Individual Certificate is surrendered and/or presented more than 30 (thirty) Days after the Relevant Date, except to the extent that the Noteholder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth Day; or
- 12.5. if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of tax defaulters.

Any reference in these Terms and Conditions to any amounts in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under these Terms and Conditions or under any undertakings given in addition to, or in substitution for, these Terms and Conditions.

### 13. EXCHANGE OF BENEFICIAL INTERESTS AND REPLACEMENT OF INDIVIDUAL CERTIFICATES

#### 13.1. Exchange of Beneficial Interests

- 13.1.1. The holder of a Beneficial Interest in Notes may, in terms of the Applicable Procedures and subject to section 42 of the Financial Markets Act, by written notice to the holder's nominated Participant (or, if such holder is a Participant, the CSD), request that such Beneficial Interest be exchanged for Notes in definitive form represented by an Individual Certificate (the **Exchange Notice**). The Exchange Notice shall specify (i) the name, address and bank account details of the holder of the Beneficial Interest and (ii) the Day on which such Beneficial Interest is to be exchanged for an Individual Certificate; provided that such Day shall be a Business Day and shall fall not less than 30 (thirty) Days after the Day on which such Exchange Notice is given.
- 13.1.2. The holder's nominated Participant will, following receipt of the Exchange Notice, through the CSD, notify the Transfer Agent that it is required to exchange such Beneficial Interest for Notes represented by an Individual Certificate. The Transfer Agent will, as soon as is practicable but within 14 (fourteen) Days after receiving such notice, in accordance with the Applicable Procedures, procure that an Individual Certificate is prepared, authenticated and made available for delivery, on a Business Day falling within the aforementioned 14 (fourteen) Day period, to the holder of the Beneficial Interest at the Specified Office of the Transfer Agent; provided that joint holders of a Beneficial Interest shall be entitled to receive only one Individual Certificate in respect of that joint holding, and the delivery to one of those joint holders shall be delivery to all of them.
- 13.1.3. In the case of the exchange of a Beneficial Interest in Notes issued in uncertificated form:
  - 13.1.3.1. the CSD's Nominee will surrender (through the CSD system) such uncertificated Notes to the Transfer Agent at its Specified Office; and
  - 13.1.3.2. the Transfer Agent will obtain the release of such uncertificated Notes from the CSD in accordance with the Applicable Procedures.
  - 13.1.3.3. An Individual Certificate shall, in relation to a Beneficial Interest in any number of Notes issued in uncertificated form of a particular aggregate Nominal Amount standing to the account of the holder thereof, represent that number of Notes of that aggregate Nominal Amount, and shall otherwise be in such form as may be agreed between the Issuer and the Transfer Agent; provided that if such aggregate Nominal Amount is equivalent to a fraction of the Specified Denomination or a fraction of any multiple thereof, such Individual Certificate shall be issued in accordance with, and be governed by, the Applicable Procedures.

#### 13.2. Replacement

If any Individual Certificate is worn out, mutilated, defaced, stolen, destroyed or lost it may be replaced at the Specified Office of the Transfer Agent, on payment by the claimant of such costs and expenses as may be incurred in connection therewith and the provision of such indemnity



as the Issuer and the Transfer Agent may reasonably require. Worn out, mutilated or defaced Individual Certificates must be surrendered at the Specified Office of the Transfer Agent before replacements will be issued.

### 13.3. **Death and sequestration or liquidation of Noteholder**

Any Person becoming entitled to Notes as a consequence of the death, sequestration or liquidation of the holder of such Notes may, upon producing evidence to the satisfaction of the Issuer that he holds the position in respect of which he proposes to act under this Condition 13.3, or of his title as the Issuer and the Transfer Agent shall require, be registered himself as the holder of such Notes or, subject to the Applicable Procedures, this Condition 13.3 and Condition 15.2 (*Transfer of Notes represented by Individual Certificates*), may transfer such Notes. The Issuer and (if applicable) the CSD and the relevant Participant shall be entitled to retain any amount payable upon the Notes to which any Person is so entitled until such Person shall be registered as aforesaid or until such time such Notes are duly transferred.

### 13.4. **Costs**

The costs and expenses of the printing, issue and delivery of each Individual Certificate and all taxes and governmental charges that may be imposed in relation to such Individual Certificate and/or the printing, issue and delivery of such Individual Certificate shall be borne by the holder of the Notes represented by that Individual Certificate. Separate costs and expenses relating to the provision of Individual Certificates and/or the transfer of Notes may be levied by other Persons, such as a Participant, under the Applicable Procedures, and such costs and expenses shall not be borne by the Issuer. The costs and expenses of the delivery of Certificates and all taxes or governmental charges or insurance charges that may be imposed in relation to such mode of delivery shall be borne by the Noteholder.

## 14. **REGISTER**

### 14.1. The Register of Noteholders:

- 14.1.1. shall be kept at the Specified Office of the Transfer Agent and a copy thereof shall be made available for inspection at the registered office of the Issuer (as set out at the end of the Programme Memorandum) or such other Person as may be appointed for the time being by the Issuer to maintain the Register;
  - 14.1.2. shall contain the names, addresses and bank account numbers of the registered Noteholders;
  - 14.1.3. shall show the total Nominal Amount of the Notes held by Noteholders;
  - 14.1.4. shall show the dates upon which each of the Noteholders was registered as such;
  - 14.1.5. shall show the serial numbers of the Individual Certificates and the dates of issue thereof;
  - 14.1.6. shall be open for inspection at all reasonable times during business hours on Business Days by any Noteholder or any Person authorised in writing by a Noteholder; and
  - 14.1.7. shall be closed during the Books Closed Period.
- 14.2. The Transfer Agent shall alter the Register in respect of any change of name, address or account number of any of the Noteholders of which it is notified.
- 14.3. Except as provided for in these Terms and Conditions or as required by law, in respect of Notes, the Issuer will only recognise a Noteholder as the owner of the Notes registered in that Noteholder's name as per the Register.
- 14.4. Except as provided for in these Terms and Conditions or as required by law, the Issuer shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Individual Certificate may be subject.

## 15. **TRANSFER OF NOTES**

### 15.1. ***Transfer of Beneficial Interests in Notes held in the CSD***

- 15.1.1. Beneficial Interests may be transferred only in accordance with the Applicable Procedures through the CSD.
- 15.1.2. Transfers of Beneficial Interests to and from clients of Participants occur by way of electronic book entry in the securities accounts maintained by the Participants for their clients, in

accordance with the Applicable Procedures.

- 15.1.3. Transfers of Beneficial Interests among Participants occur through electronic book entry in the central securities accounts maintained by the CSD for the Participants, in accordance with the Applicable Procedures.
- 15.1.4. Transfers of Beneficial Interests in Notes will not be recorded in the Register and the CSD's Nominee will continue to be reflected in the Register as the Noteholder of such Notes notwithstanding such transfers.

15.2. ***Transfer of Notes represented by Individual Certificates***

- 15.2.1. In order for any transfer of Notes represented by an Individual Certificate to be recorded in the Register, and for such transfer to be recognised by the Issuer:
  - 15.2.1.1. the transfer of such Notes must be embodied in a Transfer Form;
  - 15.2.1.2. the Transfer Form must be signed by the registered Noteholder of such Notes and the transferee, or any Representatives of that registered Noteholder or transferee; and
  - 15.2.1.3. the Transfer Form must be delivered to the Transfer Agent at its Specified Office together with the Individual Certificate representing such Notes for cancellation.
- 15.2.2. Notes represented by an Individual Certificate may only be transferred, in whole or in part, in amounts of not less than the Specified Denomination (or any multiple thereof).
- 15.2.3. Subject to this Condition 15.2, the Transfer Agent will, within 3 (three) Business Days of receipt by it of a valid Transfer Form (or such longer period as may be required to comply with any Applicable Laws and/or Applicable Procedures), record the transfer of Notes represented by an Individual Certificate (or the relevant portion of such Notes) in the Register, and authenticate and deliver to the transferee at the Transfer Agent's Specified Office or, at the risk of the transferee, send by mail to such address as the transferee may request, a new Individual Certificate in respect of the Notes transferred reflecting the outstanding Nominal Amount of the Notes transferred. Where a Noteholder has transferred a portion only of Notes represented by an Individual Certificate, the Transfer Agent will authenticate and deliver to such Noteholder at the Transfer Agent's Specified Office or, at the risk of such Noteholder, send by mail to such address as such Noteholder may request, at the risk of such Noteholder, a new Individual Certificate representing the balance of the Notes held by such Noteholder.
- 15.2.4. The transferor of any Notes represented by an Individual Certificate will be deemed to remain the owner thereof until the transferee is registered in the Register as the holder thereof.
- 15.2.5. Before any transfer of Notes represented by an Individual Certificate is registered in the Register, all relevant transfer taxes (if any) must have been paid by the transferor and/or the transferee and such evidence must be furnished as the Issuer and the Transfer Agent may reasonably require as to the identity and title of the transferor and the transferee.
- 15.2.6. No transfer of any Notes represented by an Individual Certificate will be registered whilst the Register is closed as contemplated in Condition 14 (*Register*).

If a transfer of any Notes represented by an Individual Certificate is registered in the Register, the Transfer Form and cancelled Individual Certificate will be retained by the Transfer Agent.

In the event of a partial redemption of Notes under Condition 11.3 (*Redemption at the Option of the Issuer*), the Transfer Agent shall not be required in terms of Condition 11.3 (*Redemption at the Option of the Issuer*), to register the transfer of any Notes during the period beginning on the tenth Day before the date of the partial redemption and ending on the date of the partial redemption (both inclusive).

16. **PRESCRIPTION**

The Notes will become void unless presented for payment of principal within a period of three years after their redemption date.

## 17. EVENTS OF DEFAULT

### 17.1. Senior Notes

17.1.1. Unless otherwise set out in the Applicable Pricing Supplement, if, for any particular Series of Notes, one or more of the following events (**Events of Default**) shall have occurred and be continuing:

#### 17.1.1.1. **Non-Payment**

the Issuer fails to pay any principal or interest due under the Senior Notes on its due date for payment thereof and any such failure continues for a period of 5 (five) Business Days after receiving written notice from any of the Senior Noteholders demanding such payment; or

#### 17.1.1.2. **Negative Pledge**

the Issuer, any Guarantor or any other Material Subsidiary, as the case may be, fails to remedy a breach of Condition 7 (*Negative Pledge*) within 10 (ten) Business Days of receiving written notice from any of the Senior Noteholders demanding such remedy; or

#### 17.1.1.3. **Breach of Material Obligations**

the Issuer fails to perform or observe any of its other material obligations or undertakings (not specifically covered elsewhere in this clause 17.1) under or in respect of any of the Senior Notes and such failure continues for a period of 30 (thirty) Days after receipt by the Issuer of a notice from any of the Senior Noteholders (in accordance with Condition 19 (*Notices*)) in respect of such failure specifying the failure and requesting the Issuer to remedy same; or

#### 17.1.1.4. **Cross Default**

the Issuer, any Guarantor or any other Material Subsidiary, as the case may be, defaults on the payment of the principal or interest, or any obligations in respect of Material Indebtedness of, or assumed or guaranteed by the Issuer, any Guarantor or any other Material Subsidiary, as the case may be, when and as the same shall become due and payable and where notice has been given to the Issuer, any Guarantor or any other Material Subsidiary, as the case may be, of the default and if such default shall have continued for more than the notice period (if any) applicable thereto and the time for payment of such interest or principal or other obligation has not been effectively extended or waived, or if any such obligations in respect of any Material Indebtedness of, or assumed or guaranteed by, the Issuer, any Guarantor or any other Material Subsidiary, as the case may be, shall have become repayable before the due date thereof as a result of acceleration of maturity by reason of the occurrence of any event of default thereunder; or

#### 17.1.1.5. **Authorisation and Consents**

any action, condition or thing, including obtaining any consent, licence approval or authorisation now or in future necessary to enable the Issuer to comply with its obligations under the Notes, or the Guarantor to comply with obligations under the Guarantee is not taken, fulfilled or in place or any such consent, licence, approval or authorisation is revoked, modified, withdrawn or withheld or ceases to be in full force and effect, resulting in the Issuer or the Guarantor being unable to perform any of its payment or other obligations in terms of the Notes and the Issuer or the Guarantor fails to take reasonable steps to remedy such circumstances within 7 (seven) Business Days of receiving written notice from any of the Senior Noteholders demanding such remedy; or

#### 17.1.1.6. **Insolvency etc.**

an order by any court of competent jurisdiction or authority for the winding-up, dissolution, business rescue proceedings or placement under supervision and commencement of business rescue proceedings of the Issuer, any Guarantor or any other Material Subsidiary, as the case may be, is made whether provisionally (and not dismissed or withdrawn within 5 (five) Days thereof) or finally, or the Issuer, any Guarantor or any other Material Subsidiary, as the case may be, is placed under voluntary liquidation or curatorship or a meeting is convened to consider the passing of a resolution, or a resolution is passed, to authorise the implementation of any business rescue proceedings

in respect of the Issuer, any Guarantor or any Material Subsidiary, provided that no liquidation, curatorship, winding-up, dissolution or business rescue proceedings shall constitute an Event of Default if (i) the liquidation, winding-up or dissolution is for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement within the Exxaro Group with any third party; or (ii) the liquidation, winding-up or dissolution is for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganization or other similar arrangement, the terms of which were approved by an Extraordinary Resolution of Noteholders before the date of the liquidation, winding-up or dissolution; or

17.1.1.7. ***Winding-up etc.***

the Issuer, any Guarantor or any other Material Subsidiary, as the case may be, initiates or consents to judicial proceedings relating to itself under any applicable compromise with creditors, liquidation, winding-up, business rescue or insolvency or other similar laws or compromises or attempts to compromise, with its creditors generally (or any significant class of creditors) or any meeting of creditors is convened by the Issuer, any Guarantor or any other Material Subsidiary, as the case may be, to consider a proposal for an arrangement or compromise with its creditors generally (or any significant class of its creditors), save for any such initiation, consent, attempt or convening of a meeting which relates to the Issuer, any Guarantor or any other Material Subsidiary and is for the purposes of an internal reconstruction or reorganisation within the Exxaro Group; or

17.1.1.8. ***Enforcement Proceedings***

if a Person validly attaches in execution the whole or a greater part of the undertaking or assets of the Issuer or any Material Subsidiary, as the case may be, or an execution or attachment or other process is validly levied, enforced upon, sued out or put in force against the whole or a greater part of the undertaking or assets of any of them in both instances where (i) the value of the undertaking or assets is in excess of ZAR100,000,000 (One Hundred Million Rand) and (ii) following a judgement against the Issuer, any Guarantor or any other Material Subsidiary, as the case may be, by a court of competent jurisdiction and such is not discharged within 30 (thirty) Days; or

17.1.1.9. ***Disposal of a material part of the business***

the Issuer, any Guarantor or any other Material Subsidiary ceases or threatens to cease to carry on all or a greater part of its business or undertaking, provided that no merger, amalgamation, consolidation, reconstruction or reorganisation shall constitute an Event of Default if the merger, amalgamation, consolidation, reconstruction or reorganisation is for purposes of effecting a merger, amalgamation, consolidation, reconstruction or reorganisation within the Exxaro Group; or

17.1.1.10. ***Guarantee***

17.1.1.10.1. the Guarantee is not in full force and effect and such failure has continued for more than 15 (fifteen) Business Days following the service on the Guarantors and the Issuer of a written notice requiring that failure to be remedied; or

17.1.1.10.2. any Guarantor fails to perform any of its obligations under the Guarantee and such failure if capable of remedy remains unremedied for 15 (fifteen) Business Days following the service to the Guarantors and the Issuer requiring that failure to be remedied.

17.1.1.11. ***Other***

any other Event of Default provided for such Series, as specified in the Applicable Pricing Supplement,

then any Senior Noteholder may, by written notice to the Issuer at the registered office of the Issuer, effective upon the date of receipt thereof by the Issuer, declare the Senior Notes held by the Senior Noteholder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 11.6 (*Early Redemption Amounts*)), together with accrued interest (if any) to the date of repayment, or as specified in the Applicable Pricing Supplement, provided that, notwithstanding the taking of such action, although an amount will be due it may not be payable if the Issuer withholds or refuses to make any such payment in order to comply with any law or regulation of South Africa

or to comply with any order of a court of competent jurisdiction.

For the purposes of Condition 17.1.1.4 (*Cross Default*), any Indebtedness which is in a currency other than South African Rand shall be converted into South African Rand at the spot rate for the sale of South African Rand against the purchase of the relevant currency quoted by any leading bank of South Africa selected on the date of such Event of Default.

#### 17.2. Subordinated Notes

If the Issuer defaults in relation to Subordinated Notes in the payment of any amount payable in respect of such Notes, and such default continues for a period of 7 (seven) Business Days after receiving written notice from any of the holders of Subordinated Notes, or if an Event of Default as contemplated in Condition 17.1.1.6 (*Insolvency etc.*) or Condition 17.1.1.7 (*Winding-up etc.*) occurs, any holder of a Subordinated Note may, subject as provided below, at its discretion and without notice, institute such proceedings against the Issuer as it may think fit to enforce the obligations of the Issuer under such Subordinated Notes, provided that the Issuer shall not be obliged, save in the case of liquidation, winding-up or business rescue proceedings, to pay any sum or sums sooner than the same would otherwise have been payable by it.

Subject to Applicable Laws, in the event of the winding-up or liquidation, whether finally or provisionally, or business rescue proceedings of the Issuer, otherwise than for the purposes of an amalgamation, merger, consolidation or re-organisation not involving liquidation, winding-up or bankruptcy, then any holder of Subordinated Notes issued by the Issuer may by written notice to the Issuer at its registered office, require that its Subordinated Notes are immediately due and repayable at their Early Redemption Amount together with the accrued interest to the date of payment, save that the Noteholders of Subordinated Notes may only receive payment once all the other creditors of the Issuer have been paid in full.

#### 17.3. Notification of Event of Default

If the Issuer becomes aware of the occurrence of any Event of Default, the Issuer shall forthwith notify all Noteholders in accordance with Condition 19 (*Notices*), the Dealers and the JSE in writing.

### 18. CALCULATION AGENT, TRANSFER AGENT AND PAYING AGENT

Any third party appointed by the Issuer as Calculation Agent, Transfer Agent, Paying Agent or otherwise shall act solely as the agents of the Issuer and does not assume any obligation towards or relationship of agency or trust for or with any Noteholders. The Issuer is entitled to vary or terminate the appointment of such agents and/or appoint additional or other agents and/or approve any change in the specified office through which any agent acts.

### 19. NOTICES

- 19.1. Notices to Noteholders shall be valid if mailed to their registered addresses appearing in the Register. Any such notice shall be deemed to have been given on the 7<sup>th</sup> (seventh) Day after the Day on which it is mailed.
- 19.2. All notices to the holders of Notes represented by Individual Certificates shall be in writing and shall be sent by registered mail to the respective addresses of those Noteholders appearing in the Register or delivered by hand to the respective addresses of those Noteholders appearing in the Register. Each such notice shall be deemed to have been received by the relevant Noteholder on the date on which such notice is sent by registered mail (if such notice is sent by registered mail).
- 19.3. Notwithstanding the provisions of Condition 19.1, for so long as all of the Notes in a Tranche are held in their entirety in the CSD, they may be substituted for the notice contemplated in Condition 19.1, by the delivery of the relevant notice to the CSD's Nominee (as the registered holder of such Notes) the Participants, the JSE or such other Financial Exchange, as the case may be, for communication by them to the holders of Beneficial Interests in such Notes in accordance with the Applicable Procedures. Each such notice will be deemed to have been received by the holders of Beneficial Interests on the Day of delivery of such notice to the CSD's Nominee.
- 19.4. Any notice to the Issuer shall be deemed to have been received by the Issuer, if delivered to the registered office of the Issuer, on the date of delivery, and if sent by registered mail, on the seventh Day after the Day on which it is sent. The Issuer may change its registered office upon prior written notice to Noteholders specifying such new registered office.

- 19.5. For so long as any of the Notes are uncertificated, notice may be given by any holder of an uncertificated Note to the Issuer via the relevant Settlement Agent in accordance with the Applicable Procedures, in such manner as the Issuer and the relevant Participants may approve for this purpose.

## 20. AMENDMENT OF THESE CONDITIONS

- 20.1. These Terms and Conditions set out all the rights and obligations relating to the Notes and, subject to the further provisions of this Condition 20, no addition, variation or consensual cancellation of these Terms and Conditions shall be of any force or effect unless the JSE has been notified and the amendments have been reduced to writing and signed by or on behalf of the Issuer, the Guarantors and the Noteholders.
- 20.2. The Issuer may effect, without the consent of the relevant Class of Noteholders, any modification of the Terms and Conditions, which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is established, provided that the JSE or such other Financial Exchange, as the case may be, shall be notified. Any such modification shall be binding on the relevant Class of Noteholders and any such modification shall be communicated to the relevant Class of Noteholders in accordance with Condition 19 (Notices) as soon as is practicable thereafter.
- 20.3. The Issuer may with the prior sanction of an Extraordinary Resolution of Noteholders or with the prior written consent of Noteholders holding not less than 66.67% (sixty-six point sixty-seven percent) in Nominal Amount of the Notes Outstanding from time to time, amend these Terms and Conditions, provided that no such amendment shall be of any force or effect unless notice of the intention to make such amendment shall have been given to all Noteholders in terms of Condition 19 (Notices).
- 20.4. Any modification of these Terms and Conditions which may have a direct effect on compliance with the debt listings requirements of the JSE or such other Financial Exchange, as the case may be, will require the approval of the JSE or such other Financial Exchange, as the case may be.

## 21. MEETINGS OF NOTEHOLDERS

### 21.1. Convening of meetings

- 21.1.1. The Issuer may at any time convene a meeting of Noteholders (**a meeting** or the **meeting**).
- 21.1.2. The Issuer shall convene a meeting upon the requisition in writing of the holders of at least 25% (twenty five percent) of the aggregate Nominal Amount Outstanding of the Notes (**requisition notice**).
- 21.1.3. Whenever the Issuer wishes or is required to convene a meeting, it shall forthwith give notice in writing to the Noteholders of the place, Day and hour of the meeting and of the nature of the business to be transacted at the meeting.
- 21.1.4. All meetings of Noteholders shall be held in Johannesburg.
- 21.1.5. Any director or duly authorised representative of the Issuer, and any other Person authorised in writing by the Issuer, may attend and speak at a meeting of Noteholders, but shall not be entitled to vote, other than as a proxy (as defined below) or duly authorised representative of a Noteholder.

### 21.2. Requisition

- 21.2.1. A requisition notice shall state the nature of the business for which the meeting is to be held and shall be deposited at the registered office of the Issuer.
- 21.2.2. A requisition notice may consist of several documents in like form, each signed by one or more requisitionists.

### 21.3. Convening of meetings by requisitionists

If the Issuer does not proceed to cause a meeting to be held within 10 (ten) Days of the deposit with the company secretary of the Issuer of a requisition notice, requisitionists who together hold not less than 25% (twenty five percent) of the aggregate Nominal Amount outstanding of the Notes for the time being, may themselves convene the meeting, but the meeting so convened shall be held within 60 (sixty) Days from the date of such deposit and shall be

convened as nearly as possible in the same manner as that in which meetings may be convened by the Issuer. Notice of the meeting shall be required to be given to the Issuer.

**21.4. Notice of meeting**

21.4.1. Unless the holders of at least 75% (seventy-five percent) of the aggregate Nominal Amount outstanding of the Notes agree in writing to a shorter period, at least 21 (twenty one) Days written notice specifying the place, Day and time of the meeting and the nature of the business for which the meeting is to be held shall be given by the Issuer to Noteholders. Such notice is required to be given in accordance with Condition 19 (*Notices*).

21.4.2. The accidental omission to give such notice to any Noteholder or the non-receipt of any such notice, shall not invalidate the proceedings at a meeting.

**21.5. Quorum**

21.5.1. A quorum at a meeting shall for the purposes of considering:

21.5.1.1. an ordinary resolution generally, consist of Noteholders present in person or by proxy and holding in the aggregate not less than one-third of the aggregate Nominal Amount outstanding of the Notes;

21.5.1.2. an Extraordinary Resolution, consist of Noteholders present in person or by proxy and holding in the aggregate not less than 50.1% (fifty point one percent) of the aggregate Nominal Amount outstanding of the Notes.

21.5.2. No business shall be transacted at a meeting of the Noteholders unless a quorum is present at the time when the meeting proceeds to business.

21.5.3. If, within 15 (fifteen) minutes from the time appointed for the meeting, a quorum is not present, the meeting shall, if it was convened on the requisition of Noteholders, be dissolved. In every other case the meeting shall stand adjourned to the same Day in the third week thereafter, at the same time and place, or if that Day is not a Business Day, the following Business Day. If at such adjourned meeting a quorum is not present the Noteholders present in person or by proxy shall constitute a quorum for the purpose of considering any resolution, including an Extraordinary Resolution.

**21.6. Chairman**

The chairman of the meeting shall be appointed by the Issuer.

**21.7. Adjournment**

21.7.1. Subject to the provisions of this Condition 20 (Meetings of Noteholders) the chairman may, with the consent (which consent shall not be unreasonably withheld and/or delayed) of, and shall on the direction of the Issuer, adjourn the meeting from time to time and from place to place.

21.7.2. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

21.7.3. At least 14 (fourteen) Days written notice of the place, Day and time of an adjourned meeting shall be given by the Issuer to each Noteholder. In the case of a meeting adjourned in terms of Condition 21.7.3, the notice shall state that the Noteholders present in person or by proxy at the adjourned meeting will constitute a quorum.

**21.8. How questions are decided**

21.8.1. At a meeting, a resolution put to the vote shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is demanded by the chairman or by any one of the Noteholders present in person or by proxy.

21.8.2. Unless a poll is demanded, a declaration by the chairman that on a show of hands a resolution has been carried, or carried by a particular majority, or lost, shall be conclusive evidence of that fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

21.8.3. A poll demanded on the election of a chairman or on the question of the adjournment of a meeting shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs and the result of such poll shall be deemed to be the resolution of the meeting.

21.8.4. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to the vote, if any, to which he is entitled.

21.9. **Votes**

On a show of hands every Noteholder present in person shall have one vote. On a poll every Noteholder, present in person or by proxy, shall have one vote for each ZAR1,000,000 of the Nominal Amount outstanding of the Notes held by him. The joint holders of Notes shall have only one vote on a show of hands and one vote on a poll for each ZAR1,000,000 of the Nominal Amount outstanding of the Notes of which they are the registered holder and the vote may be exercised only by that holder present whose name appears first on the Register in the event that more than one of such joint holders is present in person or by proxy at the meeting. The Noteholder in respect of uncertificated Notes shall vote at any such meeting on behalf of the holders of Beneficial Interests in such Notes in accordance with the instructions to the CSD or its nominee from the holders of Beneficial Interests conveyed through the Settlement Agents in accordance with the Applicable Procedures.

21.10. **Proxies and representatives**

21.10.1. Noteholders may:

21.10.1.1. present in person; or

21.10.1.2. through any appointed Person (a proxy), by an instrument in writing (a form of proxy), signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney of a duly authorised officer of the corporation,

vote on a poll.

21.10.2. A Person appointed to act as proxy need not be a Noteholder.

21.10.3. The form of proxy shall be deposited at the registered office of the Issuer or at the office where the Register is kept or at such other office as the Issuer may determine not less than 24 (twenty four) hours before the time appointed for holding the meeting or adjourned meeting at which the Person named in such form of proxy proposes to vote, and in default, the proxy shall be invalid.

21.10.4. No form of proxy shall be valid after the expiration of 6 (six) months from the date named in it as the date of its execution.

21.10.5. A proxy shall have the right to demand or join in demanding a poll.

21.10.6. Notwithstanding Condition 20.10.4 the form of proxy shall be valid for any adjourned meeting, unless the contrary is stated thereon.

21.10.7. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death or incapacity of the principal or revocation of the proxy or of the authority under which the form of proxy was executed or the transfer of Notes in respect of which the proxy was given, provided that no intimation in writing of such death, incapacity or revocation shall have been received by the Issuer at the office of the Transfer Agent more than, and that the transfer has been given effect to less than, 12 (twelve) hours before the commencement of the meeting or adjourned meeting at which the proxy is to be used.

21.10.8. Any Noteholder which is a corporation may by resolution of its directors or other governing body authorise any Person to act as its representative in connection with any meeting or proposed meeting of Noteholders. Any reference in this Condition 21 (*Meetings of Noteholders*) to a Noteholder present in person includes such a duly authorised representative of a Noteholder.

21.11. **Minutes**

21.11.1. The Issuer shall cause minutes of all resolutions and proceedings of meetings to be duly entered in the minute books of the Issuer.

21.11.2. Any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings held or by the chairman of the next succeeding meeting, shall be receivable in evidence without any further proof, and until the contrary is proved, a meeting of Noteholders in respect of the proceedings of which minutes have been so made shall be deemed to have been duly held and convened and all resolutions passed thereat, or proceedings held, to have been duly passed and held.



21.12. **Mutatis mutandis application**

The provisions of this Condition 21 (*Meetings of Noteholders*) shall apply *mutatis mutandis* to the calling and conduct of meetings on an individual Tranche, Series or Class of Noteholders, as the case may be.

22. **FURTHER ISSUES**


The issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further Notes having terms and conditions the same as any of the other Notes issued under the Programme or the same in all respects save for the amount and date of the first payment of interest thereon, the Issue Price and the Issue Date, so that the further Notes shall be consolidated to form a single Series with the Outstanding Notes.

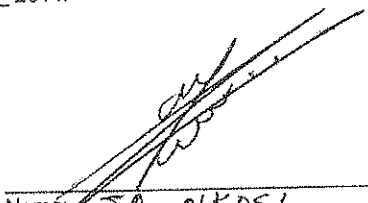
23. **GOVERNING LAW**

Unless otherwise set out in the Applicable Pricing Supplement, these Terms and Conditions, the Guarantee and all rights and obligations to the Notes are governed by, and shall be construed in accordance with, the laws of South Africa in force from time to time.

SIGNED at Johannesburg on this 25<sup>th</sup> day of APRIL 2014.

For and on behalf of  
**EXXARO RESOURCES LIMITED**

  
Name: WADE KLERK  
Capacity: Director  
Who warrants his authority hereto

  
Name: SA NKDSI  
Capacity: Director  
Who warrants his authority hereto

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## TERMS AND CONDITIONS OF THE GUARANTEE

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Capitalised terms used in this section headed "Terms and Conditions of the Guarantee" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

We, the undersigned,

**Exxaro Coal Proprietary Limited**

(registration number 2000/011078/07) being a private company incorporated in accordance with the laws of South Africa;

**Exxaro Coal Mpumalanga Proprietary Limited**

(registration number 1999/010289/07) 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 Exxaro Resources Limited (registration number: 2000/011076/06) (the **Issuer**) under the Exxaro Resources 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 25 April 2014, 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 8 (*Interest*) and 9 (*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 facsimile and be deemed to have been given:
  - 11.1. in the case of a facsimile, on the first Business Day following the date of transmission; and
  - 11.2. in the case of a letter, when delivered; and
  - 11.3. shall be sent to the Guarantors at:
 

**Exxaro Resources Limited**  
 PO Box 9229  
 Pretoria  
 0001  
 South Africa  
 Physical address:  
 Roger Dyason Road  
 Pretoria West  
 Pretoria 0183  
 South Africa  
 Physical address  
 South Africa  
 Attention: Mr D Cassim / Mrs CH Wessels  
 Telephone: +27 12 307 4190 / +27 12 307 4384  
 E-mail: dawood.cassim@exaro.com / information.officer@exaro.com

or to such other address in South Africa or facsimile number 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 Gauteng Local Division, South

Africa (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 Exxaro 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.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2014

For and on behalf of

**EXXARO COAL PROPRIETARY LIMITED**

Name:

Capacity: Director

Who warrants his/her authority hereto

Name:

Capacity: Director

Who warrants his/her authority hereto

For and on behalf of

**EXXARO COAL MPUMALANGA PROPRIETARY LIMITED**

Name:

Capacity: Director

Who warrants his/her authority hereto

Name:

Capacity: Director

Who warrants his/her authority hereto

FORM OF ACCESSION LETTER

To: [insert]  
And to: [insert]  
From: [Insert full name of Additional Guarantor] (the Acceding Party)  
  
Date: [insert]

Dear Sirs

**EXXARO RESOURCES LIMITED ZAR5,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME – GUARANTEE DATED 25 APRIL 2014 (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]

\_\_\_\_\_  
Name: [Full name of Additional Guarantor]

Capacity:

Who warrants his authority hereto

Address for notices:

Address:

Fax:

Email:

For and on behalf of  
**EXXARO RESOURCES LIMITED**

---

Name:

Capacity:

Who warrants his authority hereto

FORM OF RESIGNATION LETTER

To: [insert]

From: [insert]

Date: [insert]

Dear Sirs

**EXXARO RESOURCES LIMITED ZAR5,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME – GUARANTEE DATED 25 APRIL 2014 (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. 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.
5. 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  
[resigning Guarantor]

For and on behalf of  
[Exxaro Resources Limited]

\_\_\_\_\_  
Name:

Capacity:

Who warrants his authority hereto

\_\_\_\_\_  
Name:

Capacity:

Who warrants his authority hereto

**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; and 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.



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## USE OF PROCEEDS

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*Capitalised terms used in this section headed "Use of Proceeds" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.*

For purposes of the Commercial Paper Regulations it is recorded that the "Ultimate Borrower", as defined in the Commercial Paper Regulations, of the net proceeds from each Tranche of Notes will be the Issuer, unless otherwise indicated in the Applicable Pricing Supplement.

The proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes, or as may otherwise be described in the Applicable Pricing Supplement.

## DESCRIPTION OF EXXARO RESOURCES LIMITED

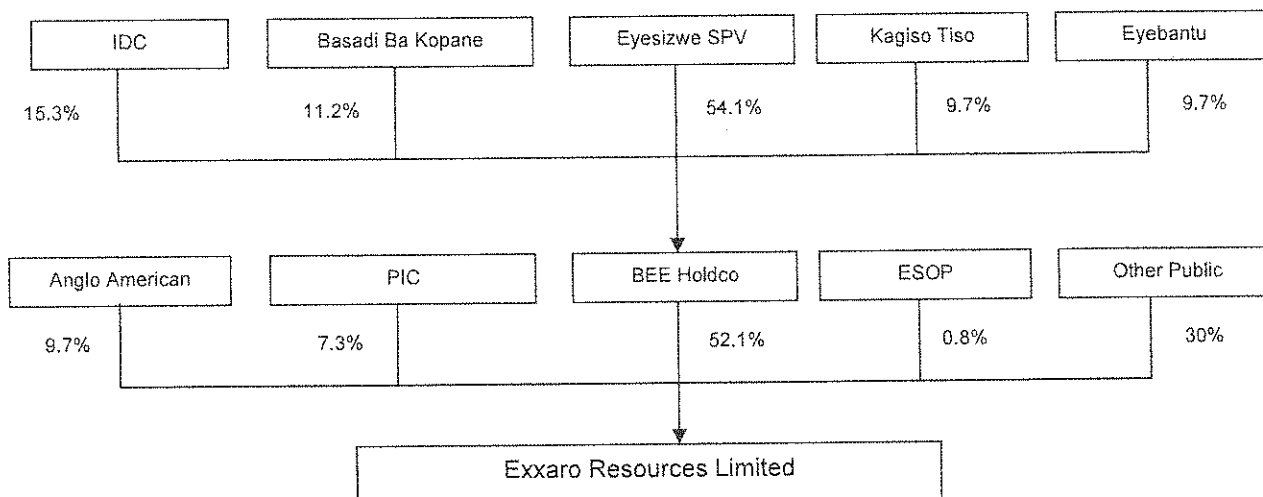
Capitalised terms used in this section headed "Description of Exxaro Resources Limited" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

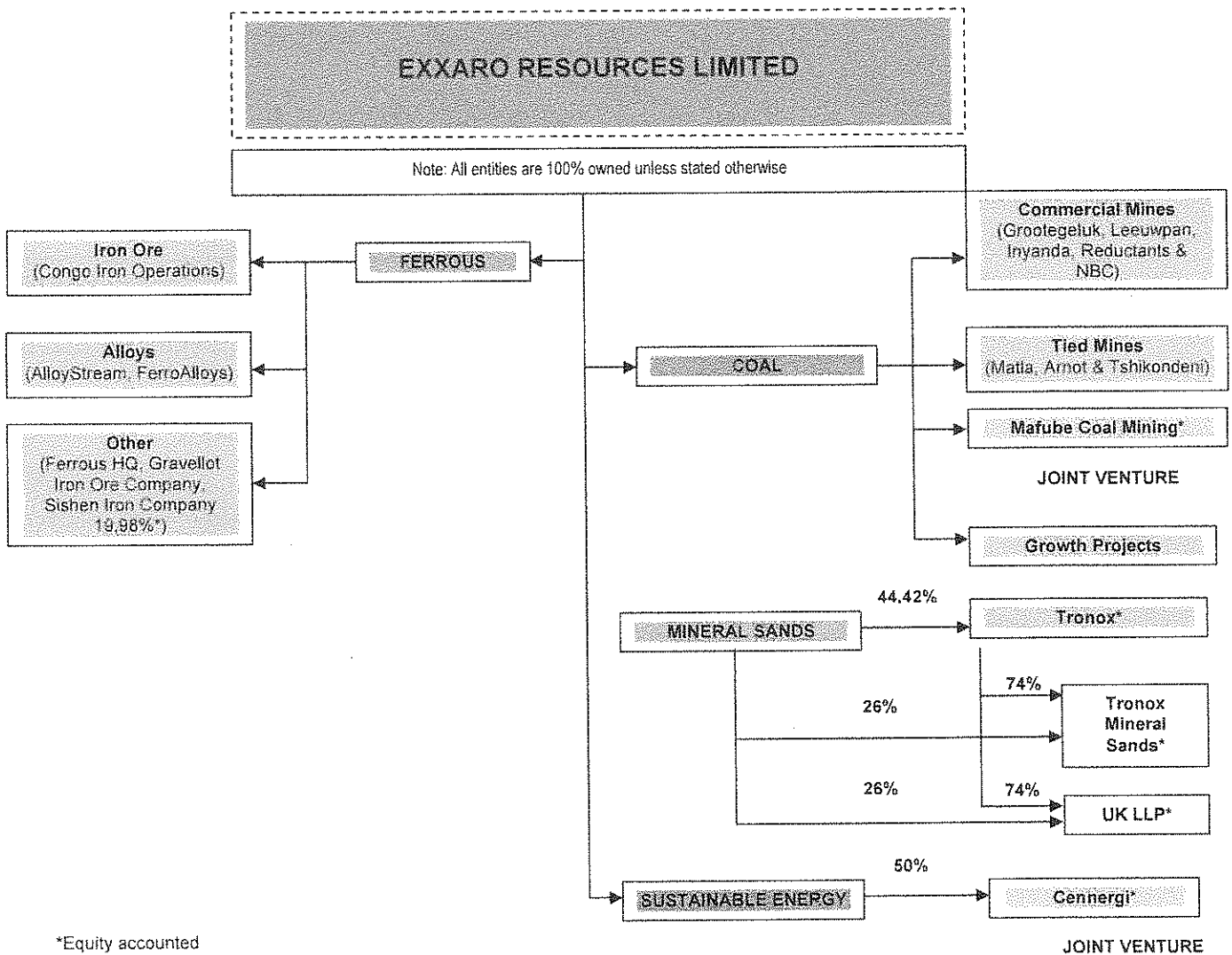
### 1. DESCRIPTION OF THE BUSINESS OF THE ISSUER

Exxaro Resources Limited (**Exxaro** or the **Issuer**), a public company incorporated in South Africa on 7 June 2000, is one of the largest South African based diversified resources groups, with interests in the coal, mineral sands/titanium dioxide, iron ore and energy markets. Exxaro is listed on the JSE Limited and is a constituent of the JSE's Top 40 index.

Exxaro's assets vary between controlled and operated assets and equity investments. The major controlled assets include its coal operations in the Waterberg and Mpumalanga and its iron ore prospecting operations in the Republic of the Congo. The major equity investments include its 44,49% interest in Tronox Limited, the world's largest fully integrated producer of titanium ore and titanium dioxide, its 19,98% interest in Sishen Iron Ore Company Proprietary Limited which extracts and processes iron ore and its 50% interest in Cennergi Proprietary Limited, an energy company which aims to be the leading cleaner energy independent power producer in South Africa

### 2. OWNERSHIP AND CONTROL OF THE ISSUER





### 3. BOARD, MANAGEMENT AND SECRETARY OF THE ISSUER

The directors of Exxaro and their functions are as follows:

Name	Qualifications	Function
SA Nkosi	Bcom (hons)(econ), MBA (Univ Mass, USA), Diploma in marketing management (Unisa), Advanced management leadership programme (Oxford)	Chief Executive Officer and Executive Director
WA de Klerk	Bcom (hons) Acc CA(SA), Executive Management Programme (Darden), Strategic Marketing Diploma (Harvard)	Finance Director and Executive Director
Dr D Konar	BCom, CA(SA), MAS, DCom	Chairman and Non-executive Director
S Dakile-Hlongwane	BA (economics and statistics), MA (development economics)	Non-executive Director
Dr CJ Fauconnier	BSc (Eng) (Mining), BSc (Hons)(Eng),	Non-executive Director

	MSc (Eng), DEng (Pretoria), Pr. Eng. (Int.), MBA (Oregon), DSc. – (honoris causa) (Free State), Strategic Leadership Programme (Oxford), Senior Executive Finance Programme (Oxford)	
JJ Geldenhuys	BSc (eng)(elec), BSc (eng)(min), MBA (Stanford), professional engineer	Non-executive Director
NB Mbazima	Fellow of Association of Chartered Certified Accountants (FCCA), Fellow of the Zambia Institute of Chartered Accountants (FZICA)	Non-executive Director
VZ Mntambo	BJuris, LLB (Univ of North West), LLM (Yale)	Non-executive Director
RP Mohring	BSc (eng)(mining), MDP, professional engineer	Non-executive Director
Dr MF Randera	MRCS, LRCP, DRCOG	Non-executive Director
NL Sowazi	BA, MA (UCLA)	Non-executive Director
J van Rooyen	BCom, BCompt (hons), CA(SA)	Non-executive Director
D Zihlangu	BSc (min eng)(Wits), MDP (SBL, Unisa), MBA (WBS, Wits)	Non-executive Director

The management of Exxaro and their functions are as follows:

Name	Qualifications	Function
SA Nkosi	Bcom (hons)(econ), MBA (Univ Mass, USA), Diploma in marketing management (Unisa), Advanced management leadership programme (Oxford)	Chief Executive Officer and Executive Director
WA de Klerk	Bcom (hons) Acc CA(SA), Executive Management Programme (Darden), Strategic Marketing Diploma (Harvard)	Finance Director and Executive Director
MDM Mgojo	BSc (hons) energy studies, MBA, Advanced management programme (Wharton)	Executive Head: Coal
MI Mthenjane	BSc (Mining) Engineering, Wits; SMDP (GIMT)	Executive Head: Strategy and Corporate Affairs
Mrs M Piater	Bcom (hons), MBA, Advanced management programme (Insead)	Executive Head: Human Resources
PE Venter	B(Eng) (hons), MBA, Advanced management programme (Insead)	Executive Head: Growth, Technology, Projects, Services and Ferrous
M Vetli	MBL (Unisa), national higher diploma in metalliferous mining (Technikon Witwatersrand), national diploma in coal mining (Technikon Witwatersrand), Advanced	General Manager: Safety, Health, Environment and Community Development

	management programme (Wharton), mine overseer's certificate and mine manager's certificate of competency for fiery mines	
Mrs CH Wessels	LLB (Univ of Pretoria), Advanced labour law (Univ of Pretoria), LLM (Unisa), Programme for management development (GIBS), FCIS (CSSA)	Group Company Secretary and registered office

Given that Exxaro's primary listing is on the JSE Limited (JSE), adherence to the JSE Listings Requirements takes precedence over the requirements of other stock exchanges on which the Issuer is listed. The JSE requires, among other governance requirements, adherence to the principles of King III.

Exxaro's King III compliance is set out in the table below:

**Key:**

1 – Compliant

2 – Partially Compliant/In Progress

	PRINCIPLE	INDICATOR	COMMENT
<b>ETHICAL LEADERSHIP AND CORPORATE CITIZENSHIP</b>			
1.1	The board should provide effective leadership based on an ethical foundation.	1	Refer principle 2.3 under boards and directors
1.2	The board should ensure that the company is and is seen to be a responsible corporate citizen.	1	Refer principle 2.4 under boards and directors
1.3	The board should ensure that the company's ethics are managed effectively.	1	Refer principle 2.5 under boards and directors
<b>BOARDS AND DIRECTORS</b>			
2.1	The board should act as the focal point for and custodian of corporate governance.	1	<p>The board operates in accordance with a detailed charter, based on King III, which, inter alia, deals specifically with the roles, responsibilities and accountabilities of the board. It meets at least four times a year and corporate governance best practice, trends and developments are standing items on the agenda. In addition, the board is informed of governance matters through ongoing development interventions and sessions – refer principle 2.20 for further details.</p> <p>A detailed annual plan ensures the board executes all its responsibilities and complies with its charter.</p> <p>The board, as custodian of corporate governance, has made the office of the group company secretary</p>

			responsible for implementing and monitoring compliance to associated best practices across the group. Our group company secretary, Carina Wessels, is a member of the executive committee (Exco); she reports directly to the CEO and has direct access to the chairman. She works closely with internal audit, the compliance and risk management functions, chief audit executive and our outsourced legal advisers to promote a culture of good governance and compliance in the group.
2.2	The board should appreciate that strategy, risk, performance and sustainability are inseparable.	1	<p>The board charter specifically emphasises the fact that the board acknowledges that strategy, risk, performance and sustainability are inseparable and the board gives effect to this philosophy by:</p> <ul style="list-style-type: none"> <li>• Contributing to and approving the strategy annually, at which point past performance, key risks and sustainability matters are also debated</li> <li>• Testing the strategy against the company's long-term vision, values, business principles, i.e. the capitals framework and stakeholder expectations</li> <li>• Satisfying itself that strategy and business plans do not result in risks that have not been thoroughly assessed and addressed by management and captured through the comprehensive enterprise risk management process</li> <li>• Identifying key performance and risk areas</li> <li>• Ensuring the strategy will produce sustainable outcomes</li> <li>• Considering sustainability as a business opportunity that guides strategy formulation.</li> </ul> <p>The discussion of material issues remains a method to further highlight the integration and importance of strategy, risk, performance and sustainability to stakeholders. Material issues are those aspects that, if considered, managed and reviewed thoroughly, would result in the company remaining sustainable for years to come and include 'licence to operate' issues.</p> <p>The board and SRC committee also monitor key performance indicators for material issues, as well as a broader range of sustainability, risk and compliance Key Performance Indicators ("KPI"s) and interrogate the results of trend reporting.</p>
2.3	The board should provide effective leadership based on an ethical foundation.	1	We are driven by our desire to always operate as a responsible corporate citizen and recognise that an ethical culture underpins corporate governance and contributes to our licence to operate. Exxaro and its board are committed to ensuring ethical and sustainable business practices, guided by our values.
2.4	The board should ensure the company is and is seen to be	1	Our values are captured in our ethics and related policies, which are approved by the social and ethics

	<p>a responsible corporate citizen.</p>	<p>committee on behalf of the board.</p> <p>The board and management subscribe to the philosophy that corporate governance – built on an ethical and values-based foundation that considers the expectations of all stakeholders – permeates all business activities and enables us to achieve our short- and medium-term strategic objectives, while contributing to reaching Exxaro’s vision.</p> <p>The board provides strategic guidance to Exxaro and ensures all decisions consider the immediate and long-term impact these have on the environment, the communities in which we operate, internal and external stakeholders and business sustainability in general.</p> <p>Individual directors are very aware of their duties and adherence to these, as well as to the principles of responsibility, accountability, fairness and transparency, which are tested through the annual board evaluation process – refer principle 2.22 under boards and directors for more information.</p> <p>The board supports the group’s brand and communications strategy which strives to effectively communicate its corporate citizenship.</p> <p>During the 2013 reporting period, R58,9 million (2012: R50 million) was spent through the chairman’s fund and foundation on social and labour plans, uplifting and supporting the communities in which we operate, as well as charitable projects and initiatives.</p> <p>Refer principle 2.11 for more information on stakeholder engagement.</p> <p>In 2013, the group received several awards and accolades:</p> <ul style="list-style-type: none"> <li>• Top Employer Institute – 1<sup>st</sup> place for a mining company</li> <li>• Corporate Secretaries International Association: group company secretary elected president</li> <li>• Deloitte Best Company To Work For – 2<sup>nd</sup> place for a mining company</li> <li>• Afrikaanse Handelsinstituut: CEO received MS Louw award for business leadership</li> <li>• EY Integrated Reporting Awards 2012/13: third in Top 10 category</li> <li>• Nkonki Integrated Reporting Awards 2013: first in based metals sector, Excellent Award, third in top 10 category</li> <li>• 2013 Carbon Disclosure Project: 97% for disclosure</li> </ul>
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			<ul style="list-style-type: none"> <li>• Constituent of the JSE's Socially Responsible Investment (SRI) Index</li> </ul> <p>Exxaro has a board approved political donations policy, which acknowledges that the primary purpose of political donations is to strengthen and consolidate democracy by ensuring that political parties are able to function effectively.</p> <p>Sustaining a number of political parties that reflect a variety of political views and opinions is necessary to consolidate democratic transformation in South Africa. The company believes the principle of multiparty democracy, as contained in the founding provisions of the Constitution of the Republic of South Africa 1996, deserves support by corporate South Africa.</p> <p>In support of the 2014 elections, Exxaro made political donations to the following political parties:</p> <ul style="list-style-type: none"> <li>• African National Congress</li> <li>• Democratic Party</li> <li>• The Congress of the People</li> <li>• Inkatha Freedom Party</li> <li>• Freedom Front Plus</li> </ul>
2.5	The board should ensure the company's ethics are managed effectively.	1	<p>Exxaro remains committed to the highest standards of honesty, integrity and fairness.</p> <p>Ethics processes and policies are managed either by the general manager: governance, risk and compliance or the group company secretary.</p> <p>Established policies, on which employees are regularly trained and which are frequently reviewed, include:</p> <ul style="list-style-type: none"> <li>• Code of ethics</li> <li>• Whistleblowing</li> <li>• Conflicts of interest</li> <li>• Fraud investigation</li> <li>• Fraud prevention</li> <li>• Fraud response</li> <li>• Gifts and benefits from suppliers</li> </ul>
2.6	The board should ensure the company has an effective and independent audit committee.  Section 3.84(d) of the Listings Requirements	1	<p>Shareholders elect members of the audit committee, which consists only of independent non-executive directors, annually.</p> <p>The committee operates under detailed terms of reference, reviewed and approved by the board annually.</p> <p>The committee meets at least four times a year and meets with internal and external auditors independently of management at the first and third meetings of the year, to align with the review of the annual and interim</p>



			<p>financial statements. Refer to chapter 3 on audit committees for more information.</p>
2.7	The board should be responsible for the governance of risk.	1	<p>Although the board has delegated responsibility for the enterprise risk management framework and executing risk management initiatives and interventions to the SRC committee and management respectively, it retains accountability for risk governance, as expressly indicated in the board charter.</p> <p>The enterprise risk management framework, which considers the interrelationship between strategy, risk, performance and sustainability, guides the approach and was approved by the board in November 2011.</p> <p>Detailed risk reporting is presented to the SRC committee at least bi-annually and the committee reports verbally and via committee minutes to the board at each meeting. Risks are also discussed in detail during the annual board strategy session. Based on this information, as well as the annual internal audit review of the effectiveness of the risk management process, the board is comfortable with the efficacy and effectiveness of the enterprise risk management system and process.</p>
2.8	The board should be responsible for information technology (IT) governance.		<p>As reported in 2012, the board initially retained accountability for IT governance. An information management steering committee was established to assist the board in discharging its responsibilities on the effective and efficient management of IT resources and the integrity of information to achieve corporate objectives.</p> <p>In August 2013, detailed reporting was again presented to the board, when it was decided to delegate this responsibility to the audit committee. The board-approved information and communications technology governance framework remains in force and future reporting to the audit committee will occur in terms of this framework.</p> <p>The independent external auditors, as part of their annual audit, provide assurance on, inter alia, the effectiveness of IT internal controls. In addition, assurance activities performed by our independent internal auditors showed significant improvement in IT governance and controls from 2012 to 2013.</p>

2.9	The board should ensure the company complies with all applicable laws and considers adherence to non-binding rules, codes and standards.		<p>The board has adopted a compliance policy that sets out the Exxaro compliance framework, which is in line with the standards of the Compliance Institute of South Africa. The compliance process is fully integrated in the enterprise risk management process. This ensures compliance risks are addressed with the same rigour as other categories of risk.</p> <p>The SRC committee is charged, under its terms of reference, to review the compliance framework, process and all compliance risks as part of the enterprise risk management process.</p> <p>The risk impact matrix, adopted by the board, specifically refers to compliance impacts that would prevent Exxaro from achieving its strategic objectives. To ensure the best overall risk coverage, standardisation and discharging the accountability of risk owners, the implementation of all mitigation techniques is coordinated centrally.</p> <p>Our combined assurance process is risk-based and, in 2013, specific emphasis was placed on assurance activities covering our most important compliance controls relating to 'licence to operate'.</p> <p>The following compliance assurance activities have been concluded and findings reported:</p> <ul style="list-style-type: none"> <li>• Compliance to mining charter, issued in terms of the Mineral and Petroleum Resources Development Act 28 of 2002 (MPRDA)</li> <li>• Compliance to social and labour plans, which form part of every mining right</li> <li>• Compliance to environmental legislation including MPRDA, National Water Act 36 of 1998 and National Environmental Management Act 107 of 1998</li> </ul> <p>Compliance KPIs, and the overall efficacy of the process, are reported to the SRC committee which, in turn, reports to the board verbally and by submitting minutes at each of its meetings.</p> <p>Extensive compliance training was conducted at strategic, tactical and operational level during the year, covering the following topics:</p> <ul style="list-style-type: none"> <li>• MPRDA Amendment Bill 2013</li> <li>• Protection of Personal Information Act 4 of 2013</li> <li>• Compliance reporting requirements in terms of all licence-to-operate conditions.</li> </ul> <p>In addition to management training, the board receives</p>
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			<p>legislative and best-practice updates at each meeting, as well as during the bi-annual governance session – refer principle 2.20 under boards and directors for more information.</p> <p>Compliance is not only a legal imperative, but a moral and ethical imperative. Therefore we have specifically decided to implement many of the best practices (based on legislation and non-binding rules, codes and standards) applicable in South Africa to our project in the Republic of the Congo, where such legislation does not necessarily exist and where we do not have a legal obligation to do so.</p>
2.10	The board should ensure there is an effective risk-based internal audit.	1	<p>The internal audit function is outsourced to Ernst &amp; Young (EY).</p> <p>Its responsibilities are set out in an internal audit charter approved by the audit committee and reviewed annually. The charter, inter alia, entrenches the risk-based audit approach, reporting lines to the chief audit executive, unrestricted access to the information and resources of the company, chairmen of the audit committee and board, as well as adherence to the standards for the professional practice of internal auditing and the code of ethics of the Institute of Internal Auditors.</p> <p>EY liaises regularly with the general manager: governance, risk and compliance, who is also the chief audit executive, and discusses the risk profile of the group and those of its business units to ensure a link between internal audit activities and risk profiles.</p>
2.11	The board should appreciate that stakeholders' perceptions affect the company's reputation.	1	<p>The board keenly understands the link between stakeholder perceptions and Exxaro's reputation. Stakeholder engagement is therefore a critical part of our business as it influences both stakeholder perceptions and our reputation. Stakeholder relations can be affected by several of Exxaro's identified top risks.</p> <p>Our stakeholders set the context in which we operate and we therefore strive for effective stakeholder engagement to operate a sustainable business. The aim is to promote two-way engagement so that Exxaro and stakeholders understand one another.</p> <p>From 2013, the company has focused more closely on stakeholder engagement, including the appointment of</p>

			<p>an executive responsible for coordinating this function.</p> <p>To date, Exxaro has engaged with its full range of stakeholders. To ensure best practice and consistency, in 2014, we will adopt the AccountAbility 1000SES stakeholder engagement standard – the acknowledged benchmark for quality engagement – which will guide the process of mapping stakeholders, linking material issues to relevant stakeholders, and more.</p> <p>Our stakeholder engagement approach considers the rules of the Companies Act and the Listings Requirements of the JSE Limited (Listings Requirements) and relevant recommendations of King III, GRI, and the International Integrated Reporting Council.</p>
2.12	The board should ensure the integrity of the company's integrated report.	1	<p>Functional owners are accountable to ensure the integrity of data and general information in the integrated report under the guidance and coordination of an editorial committee.</p> <p>PricewaterhouseCoopers assures key performance indicators and summarised financial information disclosed in the integrated report.</p> <p>Both the audit and SRC committees review the integrated report and recommend its approval to the board. The board reviews and finally approves the content of the integrated report prior to publication and circulation.</p>
2.13	The board should report on the effectiveness of the company's system of internal controls.	1	<p>As noted in the audit committee report, there has been a marked improvement in the pervasive control environment since 2012 when challenges were experienced after implementing a new operating model and associated technological enabler. Management will continue to address the root causes of control deficiencies and monitor improvement. The independent external auditors were able to rely on a number of processes due to the improved control environment while still applying appropriate substantive procedures in instances where control reliance was not justified to mitigate potential risks. The chief audit executive and audit committee continue to regularly monitor progress and maturity improvement in the internal control environment.</p> <p>The board is satisfied with progress to date and mitigating actions, and will continue to receive feedback</p>

			on progress from the audit committee.
2.14	The board and its directors should act in the best interests of the company.	1	<p>The board strictly adheres to its fiduciary duties and duty of care and skill codified in the Companies Act. These are mirrored in the conflicts of interest policy, which also applies to directors. Directors are permitted to obtain independent advice in connection with their duties and liabilities.</p> <p>Conflicts are declared at each board meeting and conservatively interpreted: all conflicts (even those broader than the definition of personal financial interests) are treated in line with section 75 of the Companies Act.</p> <p>The securities dealing and information policy, which includes the process required for dealing in securities by directors, was updated in 2013.</p>
2.15	The board should consider business rescue proceedings or other turnaround mechanisms as soon as the company is financially distressed as defined in the Act.	1	<p>The audit committee reviews financial information in detail and recommends specific action to the board if required.</p> <p>The committee regularly reviews the solvency and liquidity of the group, as well as the going-concern statement. In addition, when considering and reviewing the provision of financial assistance to related and inter-related parties, as well as on consideration of dividends payable, the board considers the solvency and liquidity of the group. During the year, the company met the solvency and liquidity test each time it was performed.</p>
2.16	The board should elect a chairman who is an independent non-executive director. The CEO should not also fulfil the role of chairman of the board.	1	<p>The roles of the CEO and chairman are separate; Dr D Konar is an independent non-executive director and the CEO is Mr SA Nkosi.</p> <p>Based on an evaluation of his performance and ability to add value, the chairman is re-elected by the board annually.</p> <p>The role and responsibilities of the chairman are articulated in the board charter and further entrenched in the division of responsibilities policy.</p>
2.17	The board should appoint the chief executive officer and establish a framework for delegation of authority.	1	<p>The board appointed Mr Nkosi as CEO on 1 September 2007. His role and responsibilities are articulated in the board charter and further entrenched in the division of responsibilities policy.</p> <p>A detailed delegation of authority policy and framework indicate matters reserved for the board and those delegated to management.</p> <p>Remco provides input on senior management succession planning.</p>
2.18	The board should	1	In line with the recommendations of King III, Exxaro has

	<p>comprise a balance of power, with a majority of non-executive directors. The majority of non-executive directors should be independent.</p> <p>Sections 3.84(b), (f) and (g) of the Listings Requirements</p>		<p>a unitary board structure, comprising:</p> <ul style="list-style-type: none"> <li>• Eight independent non-executive directors</li> <li>• Three non-executive directors</li> <li>• Two executive directors.</li> </ul> <p>A new process was introduced in 2013 to assess the status of directors who were accordingly reclassified: all directors (other than those nominated by a shareholder with the clear and unambiguous ability to control or significantly influence management or the board, namely Messrs NB Mbazima, VZ Mntambo and Dr MF Randerera) were required to complete a questionnaire based on the principles contained in King III and the Listings Requirements to assist Remco in assessing their independence.</p> <p>The group company secretary maintains a board skills and experience matrix to ensure breadth and depth of skills and experience to support and enable the company's vision and strategy: new board nominations are assessed against gaps identified in the matrix.</p> <p>One third of non-executive directors retire by rotation annually.</p> <p>The memorandum of incorporation does not restrict the board's ability to remove a director without shareholder approval.</p>
2.19	<p>Directors should be appointed through a formal process.</p> <p>Sections 3.84(a) and (e) of the Listings Requirements</p>	1	<p>In line with the board charter, Remco is responsible for identifying suitable candidates and vetting nominee directors to be proposed to shareholders for approval. Summarised résumés are included in the integrated report to assist shareholders in the election process.</p> <p>New directors receive a detailed letter of appointment and undergo induction as discussed in principle 2.20.</p>
2.20	<p>The induction and ongoing training and development of directors should be conducted through formal processes.</p>	1	<p>The formal board induction programme is managed by the group company secretary: new directors are informed of their duties and responsibilities and information on the company is provided through extensive induction material, discussions and visits to material business units. All have access to key management members for information on Exxaro's operations.</p> <p>The formal ongoing directors' development programme involves two full-day sessions during the year, visits to key business units, and the opportunity to attend outsourced training interventions as required.</p> <p>The 2013 full-day sessions included:</p> <ul style="list-style-type: none"> <li>• An overview of the governance, risk and</li> </ul>

			<p>compliance journey, implementation status and successes, including a discussion on risk tolerance levels</p> <ul style="list-style-type: none"> <li>• Information and required action in terms of the Protection of Personal Information Bill 9 of 2009</li> <li>• Feedback from an information management security assessment</li> <li>• Legal context and status of the mining charter and social and labour plans</li> <li>• Investor relations processes and principles</li> <li>• The failings of Barings Bank and related risk control lessons</li> <li>• Global trends in the mining industry</li> <li>• Transnet freight and rail operational plan</li> <li>• Amendments to the MPRDA</li> <li>• Directors' and officers' liability insurance overview.</li> </ul> <p>In addition to formal sessions, directors receive group and industry news articles daily, as well as regular analyst reports. During the year, R780 000 (2012: R1,2 million) was spent on director development and support activities, information sharing and corporate governance initiatives. The primary reason for the reduction related to the 2013 board assessment process being handled internally.</p> <p>Visits to operational businesses for all directors are part of the annual board programme and, due to its strategic importance, the 2013 visit was to the Mayoko project in the Republic of the Congo.</p>
2.21	<p>The board should be assisted by a competent, suitably qualified and experienced company secretary.</p> <p>Sections 3.84(i) and (j) of the Listings Requirements</p>	1	<p>The board selects and appoints the group company secretary and recognises this person's pivotal role in entrenching good corporate governance. All directors have access to the advice and services of the group company secretary. The board has an established procedure for directors to obtain independent professional advice at the group's cost. The group company secretary assists directors, board committees and their members in obtaining professional advice.</p> <p>Carina Wessels was appointed group company secretary on 1 July 2011.</p> <p>As stipulated by the Listings Requirements, a detailed assessment was conducted by the board to consider and satisfy itself of the competence, qualifications and experience of the company secretary. This was performed by:</p> <ul style="list-style-type: none"> <li>• A review of her qualifications and experience: Mrs Wessels holds LLB and LLM degrees, a certificate in advanced labour law, is an admitted advocate of the High Court of South Africa, has completed a</li> </ul>

			<p>programme for management development and is a fellow and past president of Chartered Secretaries Southern Africa (CSSA). In 2013 she was vice-president of the Corporate Secretaries International Association, a global federation of corporate secretaries representing 70 000 members worldwide, and on 1 January 2014 succeeded as president. She is a member of the Computershare issuer forum board, as well as the JSE company secretary forum. During the year she delivered presentations at a number of local and international corporate governance conferences and exceeded her continuing professional development requirements stipulated by CSSA.</p> <ul style="list-style-type: none"> <li>• Completing an assessment detailing all the legislative and King III requirements by each director: which assessment indicated directors mostly strongly agreed that all requirements had been met, including competence, qualifications and experience requirements.</li> </ul> <p>She does not serve as a director of the board and the assessment confirmed her arm's-length relationship with the board.</p>
2.22	The evaluation of the board, its committees and the individual directors should be performed every year.	1	<p>Independent board evaluations are conducted every third year, with evaluations performed by the group company secretary during the other years.</p> <p>In 2013, evaluations of the board and committees were conducted by the group company secretary. Results achieved and areas requiring some improvement (average score of below 2,5) were:</p> <p>Board: 3,54 out of 4</p> <ul style="list-style-type: none"> <li>• Mentorship programmes for inexperienced directors</li> </ul> <p>Audit committee: 3,57 out of 4</p> <p>Remco: 3,39 out of 4</p> <ul style="list-style-type: none"> <li>• Consideration of committee budget and business plan, key performance indicators and other factors determining its performance</li> <li>• Non-executive director fees not comprising a base fee and attendance fee per meeting</li> <li>• Lack of detailed long-term succession plan for directors – especially the risk to board composition from possible changes in 2016</li> </ul> <p>Social and ethics committee: 3,34 out of 4</p> <p>SRC committee: 3,4 out of 4</p>



			<ul style="list-style-type: none"> <li>• Committee members are given and take the opportunity to meet separately without executives being present</li> </ul> <p>Action will be taken in 2014 to address these areas of improvement.</p> <p>Our external auditors reviewed the annual evaluation process and results.</p>
2.23	<p>The board should delegate certain functions to well-structured committees but without abdicating its own responsibilities.</p> <p>Section 3.84(d) of the Listings Requirements</p>	1	<p>Board committees assist the board in executing its duties, powers and authorities. The board delegates to each committee the required authority to enable them to fulfil their respective functions through formal board-approved terms of reference, which are reviewed annually.</p> <p>Delegating authority to board committees or management does not mitigate or discharge the board and its directors of their duties and responsibilities.</p> <p>All committees consist of a majority of independent non-executive directors.</p> <p>The board has established the following committees:</p> <ul style="list-style-type: none"> <li>• <b>Audit committee</b> Apart from the statutory duties of the audit committee as set out in the Companies Act, and the provisions of the Listings Requirements and King III, the ambit of this committee has been expanded to include financial risk management, financial compliance and integrated reporting. <p>The purpose of the committee is to:</p> <ul style="list-style-type: none"> <li>• Examine and review the group's financial statements and report on interim and final results, the accompanying message to stakeholders and any other announcements on the company's results or other financial information to be made public</li> <li>• Oversee cooperation between internal and external auditors, and serve as a link between the board and these functions</li> <li>• Oversee the external audit function and approve audit fees</li> <li>• Evaluate the qualification, appropriateness, eligibility and independence of the external auditor</li> <li>• Approve the appointment of the internal auditors, the internal audit plan, charter and fees</li> <li>• Evaluate the scope and effectiveness of the internal audit function</li> <li>• Ensure effective internal financial controls are in</li> </ul> </li></ul>

			<p>place</p> <ul style="list-style-type: none"> <li>• Review the integrity of financial risk control systems and policies</li> <li>• Evaluate the competency of the finance director and finance function</li> <li>• Appoint the chief audit executive</li> <li>• Comply with legal and regulatory requirements</li> </ul> <p>• Oversee the effectiveness of the combined assurance plan and outcomes</p> <p>More information appears in the audit committee report.</p> <ul style="list-style-type: none"> <li>• <b>Remuneration and nomination committee (Remco)</b></li> </ul> <p>The purpose of this committee is to:</p> <ul style="list-style-type: none"> <li>• Make recommendations on remuneration policies and practices, including the company's employee share schemes, for executive directors, senior management and employees</li> <li>• Review compliance with all statutory and best-practice requirements on labour and industrial relations management in collaboration with the SRC committee.</li> </ul> <p>Although this is a combined committee, a process is in place to ensure the following responsibilities for the nomination element are carried out:</p> <ul style="list-style-type: none"> <li>• Provide recommendations on the composition of the board and board committees, and ensure the board comprises individuals equipped to fulfil their role as directors of the company, aligned with the policy detailing procedures for appointments to the board</li> <li>• Provide comments and suggestions on committee structures of the board, committee operations, member qualifications and member appointment</li> </ul> <p>More information appears in the remuneration report.</p> <p>The board chairman chairs the meeting on discussion of nomination matters.</p> <ul style="list-style-type: none"> <li>• <b>Sustainability, risk and compliance committee (SRC committee)</b></li> </ul> <p>The purpose of the committee is to:</p> <ul style="list-style-type: none"> <li>• Provide oversight on three important aspects influencing strategy and the long-term viability of the company, being sustainability, risk and compliance</li> <li>• Oversee and coordinate all risk and compliance</li> </ul>
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			<p>activities (although the audit committee remains accountable for financial risk and compliance)</p> <ul style="list-style-type: none"> <li>• Review significant SRC incidents, performance indicators and compliance</li> <li>• Report to the board on developments, trends or significant legislation on SRC matters relevant to Exxaro's operations, assets and employees</li> <li>• Identify issues and elements arising from national and international protocols applicable to Exxaro's SRC matters</li> <li>• Ensure the company reports annually through an integrated report on relevant SRC issues.</li> </ul> <p>• <b>Social and ethics committee</b></p> <p>The purpose of the committee is to monitor the group's activities, taking account of relevant legislation, other legal requirements or prevailing codes of best practice on:</p> <ul style="list-style-type: none"> <li>• Social and economic development</li> <li>• Good corporate citizenship</li> <li>• The environment, health and public safety, including the impact of the group's activities and its products or services</li> <li>• Consumer relationships, including the group's advertising, public relations and compliance with consumer protection laws</li> <li>• Labour and employment</li> <li>• The effective management of the group's ethics processes.</li> </ul> <p>More information appears in the social and ethics committee report.</p> <p>Apart from the social and ethics committee which meets bi-annually, all other board committees meet quarterly.</p> <p>The following key management committees support the board and the chief executive officer (CEO) in the day-to-day management of the company:</p> <ul style="list-style-type: none"> <li>• <b>Executive committee</b></li> </ul> <p>The executive committee (Exco) is constituted to assist the CEO in managing the group. It assists the CEO in guiding and controlling the overall direction of the company and acts as a medium of communication and coordination between business units, corporate office, subsidiary companies and the board. All Exco members are prescribed officers in terms of the Companies Act.</p> <p>The purpose of the committee is to:</p> <ul style="list-style-type: none"> <li>• Oversee the financial, operational, safety, health and environmental performance of Exxaro</li> <li>• Guide Exxaro in its relations with shareholders</li> </ul>
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			<p>and key stakeholders, including employees, regulators, interested and affected parties</p> <ul style="list-style-type: none"> <li>• Develop group strategies for board approval</li> <li>• Ensure coordination between business units, services and the corporate office</li> <li>• Regularly review the adequacy of reporting arrangements and effectiveness of internal control and risk management</li> <li>• Approve or recommend to the board expenditure and other financial commitments as specified in the framework for the delegation of authority.</li> </ul> <p>The committee formally meets around nine times each year and, informally, each week.</p> <ul style="list-style-type: none"> <li>• <b>Information management (IM) steering committee</b> The IM steering committee is constituted to assist the audit committee in executing its responsibility for IT governance.</li> </ul> <p>The purpose of the committee is to:</p> <ul style="list-style-type: none"> <li>• Oversee the development, review and implementation of the ICT framework</li> <li>• Oversee the value of IT in supporting the company's overall objectives and ensure a return on investment from IT projects</li> <li>• Ensure IT risk management assessments are performed continuously</li> <li>• Ensure effective IT risk management and that management considers and implements appropriate IT risk responses.</li> <li>• Ensure the company complies with ICT-related legislation and considers implementation of ICT-related best practice.</li> </ul> <p>The committee meets four times a year.</p> <ul style="list-style-type: none"> <li>• <b>Investment review committee</b> The investment review committee is constituted as a management committee to assist the CEO with the investment and capital expenditure management processes of the group.</li> </ul> <p>The purpose of the committee is to:</p> <ul style="list-style-type: none"> <li>• Oversee approval for investments and capital expenditure in line with the delegation of authority framework and approve expenditure within its mandate</li> <li>• Ensure investments and expenditure are aligned to the group's agreed strategies and values</li> <li>• Identify and evaluate risks, ensure investments</li> </ul>
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			<p>are fully optimised to produce maximum shareholder value within an acceptable risk framework and that appropriate risk management strategies are pursued</p> <ul style="list-style-type: none"> <li>• The main purpose of the committee is to review investments in a structured, formal and transparent manner to ensure: <ul style="list-style-type: none"> <li>• Each project meets Exxaro's strategic, technical and investment requirements, including identifying and managing all project-related risks</li> <li>• Critical decisions, project parameters, safety, health and environmental impacts and governance processes are followed and addressed prior to committing funds</li> <li>• Each project enhances the portfolio value of Exxaro.</li> </ul> </li> </ul> <p>The committee meets around nine times a year.</p> <ul style="list-style-type: none"> <li>• <b>Offshore review committee</b> This committee assists the CEO and finance director in managing Exxaro's portfolio of offshore investments and interests.</li> </ul> <p>The purpose of the committee is to:</p> <ul style="list-style-type: none"> <li>• Ensure financial control and governance of Exxaro's offshore investments and multidisciplinary interests</li> <li>• Ensure efficient financial structuring</li> <li>• Provide for and facilitate efficient funding of offshore investments and expenditure</li> <li>• Ensure financial reporting, auditing, statutory and tax-related issues are properly managed for all offshore entities</li> <li>• Ensure the company's offshore offices are effectively staffed, managed and used.</li> </ul> <p>The committee meets as required.</p> <ul style="list-style-type: none"> <li>• <b>Portfolio review committee</b> The portfolio review committee is constituted as a strategy management committee to assist the CEO with portfolio management.</li> </ul> <p>The purpose of this committee is to:</p> <ul style="list-style-type: none"> <li>• Ensure new opportunities fit Exxaro's portfolio and to determine strategic priorities</li> <li>• Oversee strategic initiatives and investigations into the viability of potential investment projects throughout the group</li> </ul>
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			<ul style="list-style-type: none"> <li>• Discuss and challenge Exxaro's portfolio performance as well as intended strategic initiatives and projects</li> <li>• Review initiatives aligned with the current strategy.</li> </ul> <p>The committee meets around nine times a year.</p>
2.24	A governance framework should be agreed between the group and its subsidiary boards.	1	All Exxaro subsidiaries adopt and comply with the detailed delegation of authority framework and policy, which stipulates the governance framework.
2.25	Companies should remunerate directors and executives fairly and responsibly.	1	The full remuneration report will be disclosed in the 2013 integrated report.
2.26	Companies should disclose the remuneration of each individual director and certain senior executives.	1	In addition to the detail in the remuneration report, the remuneration of each director and prescribed officer is disclosed in the annual financial statements.
2.27	Shareholders should approve the company's remuneration policy.	1	At the 2013 annual general meeting, 93% of shareholders voted in favour of the remuneration policy by means of a non-binding advisory vote. This resolution has again been incorporated into the notice for the 2014 annual general meeting.
<b>AUDIT COMMITTEES</b>			
3.1	The board should ensure that the company has an effective and independent audit committee.	1	Refer principle 2.6 under boards and directors.
3.2	Audit committee members should be suitably skilled and experienced independent non-executive directors.	1	<p>All four members are independent non-executive directors and the chairman of the board is not a committee member.</p> <p>The committee meets the academic qualifications and experience requirements stipulated in regulation 42 of the Companies Regulations, 2011. The chairman, Mr J van Rooyen, is a chartered accountant.</p> <p>Changes in international financial reporting standards and related developments are submitted to the committee at each meeting.</p> <p>As is the case with all directors, the committee is entitled to consult applicable specialists as required.</p>
3.3	The audit committee should be chaired by an independent non-executive director.	1	The chairman, Mr J van Rooyen, is an independent non-executive director and is elected by the board annually. He is always present at the annual general meeting of the company.

3.4	The audit committee should oversee integrated reporting.	1	<p>As detailed in its terms of reference, the board has specifically assigned this responsibility to the committee. The committee reviews the report, including any summarised information, prior to submission to the board.</p> <p>The committee functions as a reporting oversight body in support of the SRC committee, which has a wider mandate to govern company performance on risk and sustainability in general.</p> <p>PwC provides assurance over key performance indicators disclosed in the integrated report, as well as on summarised financial information.</p> <p>The company issues reviewed interim financial statements.</p>
3.5	The audit committee should ensure that a combined assurance model is applied to provide a coordinated approach to all assurance activities.	1	<p>The combined assurance framework, with its underlying model, was approved in 2012.</p> <p>Significant progress was made in 2013 to ensure better coordination of assurance activities.</p> <p>A combined assurance forum was established, which forum consists of the chief audit executive, acting as chairman, and relevant functional representatives, as well as invitees from the major assurance service providers in the group. The forum ensures that assurance activities are performed in the execution of a specific regulatory requirement or can be linked to a material risk exposure. A combined assurance map, linking assurance to risks, assist in this process.</p> <p>To ensure all findings are tracked, reported and closed out, Exxaro uses a single assurance tracking platform, called ITM. This allows management a single point of entry to manage assurance findings, regardless of which service provider conducted the audit or review.</p>
3.6	The audit committee should satisfy itself of the expertise, resources and experience of the company's finance function.  Section 3.84(h) of the Listings Requirements	1	<p>The committee reviewed and satisfied itself of the expertise, resources and experience of the company's finance function and the competence of the finance director at its meeting on 3 March 2014.</p> <p>The group company secretary facilitated the completion of a questionnaire within the finance department to enable the committee's review: the majority of responses were positive with respect to the function and the finance director.</p>
3.7	The audit committee should be responsible for	1	The audit committee is responsible for the appointment of the chief audit executive and he has unfettered access to the chairman of the committee and the

	overseeing internal audit.		chairman of the board. The audit committee approves the risk-based internal audit plan annually. The independent internal auditor submits detailed reports to each meeting, the chairman meets independently with internal audit and the committee meets with the internal and external auditors independently of management at the first and third meetings of the year, to align with the review of the annual and interim financial statements.
3.8	The audit committee should be an integral component of the risk management process.	1	Although the coordination of enterprise risk management has been delegated to the SRC committee, the audit committee remains involved to express a view on the system of internal control and risk management, the assurance provided on material risks, and specifically retains accountability for financial and information technology risk.
3.9	The audit committee is responsible for recommending the appointment of the external auditor and overseeing the external audit process.	1	<p>At the first committee meeting of each year, the committee assesses the suitability of the independent external auditor for re-appointment, based on the criteria stipulated in the Companies Act, and the Listings Requirements and makes such recommendation to the shareholders at the annual general meeting. The committee approves the terms of engagement and remuneration of the independent external auditor and also assesses the quality and effectiveness of the external audit process. The independent external auditor submits detailed reports to each meeting, which would include any reportable irregularities.</p> <p>As noted in the audit committee report, the company has an approved policy to regulate the use of non-audit services by the independent auditor. The policy differentiates between permitted and prohibited non-audit services and specifies a monetary threshold by which the committee considers approvals.</p> <p>The chairman meets independently with external audit and the committee meets with internal and external auditors independently of management at the first and third meetings of the year, to align with the review of the annual and interim financial statements.</p>
3.10	The audit committee should report to the board and shareholders on how it has discharged its duties.	1	<p>As discussed under principle 2.23 under board and directors, all board committees report to the board through verbal feedback and the submission of minutes at each board meeting.</p> <p>An audit committee report is included in the integrated report and the audit committee chairman is present at the annual general meeting to respond to any questions.</p>
<b>THE GOVERNANCE OF RISK</b>			
4.1	The board should be responsible for the governance of	1	Refer principle 2.7 under boards and directors.



	risk.		
4.2	The board should determine the levels of risk tolerance.	2	<p>This area received significant focus in 2013, with detailed sessions facilitated by an expert external consultant. Exco has considered appropriate tolerance levels and will shortly recommend their approval to the board.</p> <p>These tolerance levels will be incorporated in the strategic focus areas to ensure that neither too little nor too much risk is taken in pursuing Exxaro's strategy.</p> <p>Despite this still being in process, the board intuitively operates according to risk tolerance by, for example, not having approved any additional capital expenditure for the Mayoko project above an acceptable threshold prior to concluding the mining convention and related agreements. This intuitive ability stems from the breadth and depth of the board's skills and experience.</p>
4.3	The risk committee or audit committee should assist the board in carrying out its risk responsibilities.	1	<p>The board has formally delegated the responsibility for risk management to the SRC committee, with assistance from the audit committee.</p> <p>Refer principle 2.7 under boards and directors on the SRC process. The SRC committee consists of five independent non-executive directors. It meets four times per annum and its performance forms part of the annual board and committee evaluation.</p>
4.4	The board should delegate to management the responsibility to design, implement and monitor the risk management plan.	1	<p>Execution of risk management has been delegated to the governance, risk and compliance department.</p> <p>Risk champions at all business units and service functions oversee entrenchment of the process. This includes ensuring risk owners continuously identify, assess, mitigate and manage risks within the existing and ever-changing risk profile of their operating environment. In addition, risk champions coordinate risk management forums at business units and service functions which, in turn, escalate risks against defined parameters to similar forums at a consolidated commodity and group level.</p> <p>The risk and compliance manager is responsible for reporting to the SRC committee and to the audit committee on financial and information technology risks.</p> <p>Exxaro operates under a world-class information management system which ensures true transparency and accountability in managing risks and reporting on the effectiveness of mitigation techniques to ensure strategic objectives are achieved.</p>
4.5	The board should ensure that risk	1	<p>Formal risk assessments are conducted at least quarterly at all business units and service functions in</p>

	assessments are performed on a continual basis.		line with the detailed enterprise risk management framework.
4.6	The board should ensure that frameworks and methodologies are implemented to increase the probability of anticipating unpredictable risks.	1	<p>The enterprise risk management framework, as far as reasonably possible, includes processes to prompt the identification of unpredictable risks, including events with high impacts and low probability that would cause severe business disruptions.</p> <p>Exco and board have access to risk reports compiled by thought leaders in the area of risk management and mining, and these are incorporated in the strategic risk register of the group. These risks are linked to specific strategic objectives and risk owners on executive level, coupled with relevant risk strategies to ensure flexibility of the strategy in the changing environment within which Exxaro operates.</p>
4.7	The board should ensure that management considers and implements appropriate risk responses.	1	Although the board has delegated the responsibility for risk management, it reviews the top enterprise risks, including the risk responses, annually, which would include a review of the responses to exploit potential upside risk.
4.8	The board should ensure continual risk monitoring by management.	1	<p>The risk profile of every business unit is discussed at its monthly meetings. Operational risks are reported quarterly to Exco for noting.</p> <p>Commodity and regional risk profiles are also compiled, taking into account the strategic objectives of the commodity and region.</p>
4.9	The board should receive assurance regarding the effectiveness of the risk management process.	1	The risk and compliance manager, through reporting to the SRC committee, assures the board that risk management is being entrenched in the operational activities of the company. In addition, the independent internal auditor provides assurance to the board on the effectiveness of the risk management process annually.
4.10	The board should ensure there are processes in place enabling complete, timely, relevant, accurate and accessible risk disclosure to stakeholders.	1	<p>The top enterprise risks are disclosed in the integrated report. Significant issues are disclosed in media reports and on JSE Securities Exchange News Service (SENS) throughout the year, as deemed appropriate.</p> <p>The audit committee, on behalf of the board, will express a view on the effectiveness of the risk management process in its report in the 2013 integrated report.</p>
<b>THE GOVERNANCE OF INFORMATION TECHNOLOGY</b>			
5.1	The board should be responsible for information technology (IT) governance.	1	Refer principle 2.8 under boards and directors.

5.2	IT should be aligned with the performance and sustainability objectives of the company.	2	<p>The IT strategy has as its overarching objective the alignment and integration of all underlying systems to support truly integrated strategy, governance, risk, compliance, performance and sustainability. Achievement of these aims is monitored by the IM steering committee.</p> <p>Areas of non-alignment received attention in 2013, but actions will continue in 2014.</p>
5.3	The board should delegate to management the responsibility for the implementation of an IT governance framework.	1	<p>The implementation of the governance framework has been delegated to the information management department, with oversight by the IM steering committee.</p> <p>Mr I Brown is the chief information officer and reports to the audit committee and board on IT matters in line with annual plans or as specifically required.</p>
5.4	The board should monitor and evaluate significant IT investments and expenditure.	1	<p>Information and communication technology acquisitions fall within the same capital approval parameters as other projects and would thus, based on value, be elevated to the board. The IM steering committee vets potential projects and initiatives prior to decisions being taken or these being recommended to the investment review committee and subsequent levels, i.e. the board, in line with the capital expenditure parameters.</p> <p>Please note that a number of ICT projects are undertaken however due to strategic fit and a quantifiable return on investment may not be clearly visible.</p> <p>Assurance activities performed by our independent internal auditors showed significant improvement in governance and controls from 2012 to 2013.</p>
5.5	IT should form an integral part of the company's risk management.	1	<p>The enterprise risk management framework includes assessment and management of all ICT risks, and the risk impact matrix makes specific reference to IT related impacts, which form part of any risk assessment.</p> <p>Exxaro operates under a world-class information management system which ensures true transparency and accountability in managing risks and reporting on the effectiveness of mitigation techniques to ensure strategic objectives are achieved.</p> <p>A disaster recovery policy and procedures are in place and tests are performed monthly: all tests in 2013 were successful.</p> <p>The IM steering committee is responsible for monitoring and ensuring compliance with ICT-related legislation and best practice. The approved ICT governance</p>

			framework is based on Control Objectives for Information and Related Technology ("COBIT").
5.6	The board should ensure that information assets are managed effectively.	2	<p>All electronic information assets are managed effectively. Employee access to relevant information is strictly controlled through an effective authorisation process. All electronic information is backed-up daily in accordance with a backup policy and procedures and stored off-site.</p> <p>A detailed security framework, based on international best practice and which will be aligned with the ICT framework, is currently being compiled.</p> <p>The company is preparing itself for the impending commencement date of the Protection of Personal Information Act 4 of 2013.</p>
5.7	A risk committee and audit committee should assist the board in carrying out its IT responsibilities.	1	<p>The audit committee, through reporting by the IM steering committee, considers ICT risks and mitigating actions, which are managed in line with the overall enterprise risk management framework.</p> <p>A number of IT systems are used to improve audit efficiency, inter alia, as discussed in principle 3.5 under audit committees, Exxaro uses a single assurance tracking platform, called ITM. This allows management a single point of entry to manage assurance findings, regardless of the service provider that conducted the audit or review.</p>
<b>COMPLIANCE WITH LAWS, RULES, CODES AND STANDARDS</b>			
6.1	The board should ensure that the company complies with applicable laws and considers adherence to non-binding rules, codes and standards.	1	Refer principle 2.9 under boards and directors.
6.2	The board and each individual director should have a working understanding of the effect of the applicable laws, rules, codes and standards on the company and its business.	1	Information on laws, rules, codes and standards are shared with the directors regularly through documentation and governance sessions – refer principle 2.20 under boards and directors.
6.3	Compliance risk should form an integral part of the company's risk	1	Refer principle 2.9 under boards and directors and 6.4 under compliance with laws, rules, codes and standards.

	management process.		
6.4	The board should delegate to management the implementation of an effective compliance framework and processes.	1	<p>Implementation has been delegated to the governance, risk and compliance department. All management teams at business units have received training on the enterprise risk management process, which includes compliance risk management. Compliance risks form part of the risk registers of all operations, including those of regional management, Exco and the board.</p> <p>Combined assurance mapping has also been completed on all material compliance risks at every business unit and results form part of their management action plans, as well as the risk-based internal audit plan.</p> <p>Compliance forms part of the ethics and related policies.</p> <p>Compliance KPIs are reported to the SRC committee quarterly.</p> <p>During the reporting period there were no instances of material non-compliance by the company or its directors.</p> <p>The risk and compliance manager is Mrs SE van Loggerenberg and her qualifications include a BLC, LLB and LLM (Eur). She is also a CSSA graduate. She is supported by a team of three members and reports to the general manager: governance, risk and compliance who is a standing invitee on the Exco, SRC, audit and social and ethics committees.</p>
<b>INTERNAL AUDIT</b>			
7.1	The board should ensure that there is an effective risk-based internal audit.	1	Refer principle 2.10 under boards and directors.
7.2	Internal audit should follow a risk-based approach to its plan.		
7.3	Internal audit should provide a written assessment of the effectiveness of the company's system of internal control and risk management.	1	Refer principle 2.13 under boards and directors.
7.4	The audit committee should be responsible for overseeing internal audit.	1	Refer principle 3.7 under audit committees.

7.5	Internal audit should be strategically positioned to achieve its objectives.	1	Internal audit reports to the chief audit executive, who is a standing invitee to the Exco, audit, SRC and social and ethics committees.
<b>GOVERNING STAKEHOLDER RELATIONSHIPS</b>			
8.1	The board should appreciate that stakeholders' perceptions affect a company's reputation.	1	Refer principle 2.11 under boards and directors.
8.2	The board should delegate to management to proactively deal with stakeholder relationships.	1	<p>The primary management of stakeholders has been delegated to the executive head: strategy and corporate affairs, with support from all executive committee members and management in general.</p> <p>To date the company has actively engaged with its range of stakeholders, however, to bring best practice and consistency to this arena, in 2014 it intends to adopt the AccountAbility 1000SES stakeholder engagement standard which serves as a benchmark for good quality engagement. The standard uses the principles of inclusivity, materiality and responsiveness and guides the process of mapping stakeholders, linking material issues to relevant stakeholders, among other items.</p> <p>A stakeholder engagement policy and framework with supporting engagement plans have been drafted and will be finalised following the adoption of AA1000SES.</p> <p>The group strives to engage openly and proactively with stakeholders, and issues and requests from stakeholders are responded to as part of ongoing engagement programmes implemented across the group.</p>
8.3	The board should strive to achieve the appropriate balance between its various stakeholder groupings, in the best interests of the company.	1	The group has identified its stakeholder groups and appropriate management from the various functions in the group are assigned to manage relationships with stakeholders. The intention is to promote two-way engagement so that the group and stakeholders understand one another, and a communication strategy provides support and offers opportunities in this regard.
8.4	Companies should ensure equitable treatment of shareholders.	1	Exxaro fully complies with the Listings Requirements on disclosure of information to shareholders. A detailed securities-dealing and information policy sets out the very strict rules around material price-sensitive information and its disclosure. Any material price-sensitive information and other relevant information are published on SENS in accordance with the Listings Requirements.

			All queries from shareholders are either handled by the group company secretary or investor relations and only information available in the public domain is disclosed.
8.5	Transparent and effective communication with stakeholders is essential for building and maintaining their trust and confidence.	1	<p>The board supports the group's communications strategy, which is guided by principles including being approachable, genuine and principled. The group strives for honest and clear communication and uses various communication channels such as media relations, advertising, integrated reporting and its website to reach stakeholders timeously and effectively.</p> <p>The following requests were received in terms of the Promotion of Access to Information Act, 2000 and handled as follows:</p> <ul style="list-style-type: none"> <li>• Follow-up requests from a request about Leeuwpán's water licence originally received in 2012 – all requested information was provided.</li> <li>• Requests for the Grootegeluk and Leeuwpán mines' social and labour plans, as well as the annual social and labour plan compliance reports – these requests were refused as the documentation did not detail the specific purpose for the request, did not provide the context of research to be conducted and did not specify the exact person or community on whose behalf or for whose benefit the information was requested.</li> <li>• A request in relation to Cennergi Proprietary Limited, which was submitted to its information officer for resolution.</li> </ul>
8.6	The board should ensure that disputes are resolved as effectively, efficiently and expeditiously as possible.	1	<p>Dispute resolution clauses are contained in all Exxaro's general contract conditions and based on the principle of internal resolution between the parties as a first means of addressing disputes, after which arbitration would be used if the matter remains unresolved.</p> <p>The board considers serious disputes and considers the company's position and best legal recourse.</p>
<b>INTEGRATED REPORTING AND DISCLOSURE</b>			
9.1	The board should ensure the integrity of the company's integrated report.	1	Refer principle 2.12 under boards and directors.
9.2	Sustainability reporting and disclosure should be integrated with the company's financial reporting.	1	<p>Although the process of integrated reporting is still maturing, the company has integrated its sustainability and financial reporting. Continuous efforts will be made to incorporate reporting best practice and improve the level of integration.</p> <p>The board has included commentary on the company's financial results and going-concern status in the annual financial statements.</p>

9.3	Sustainability reporting and disclosure should be independently assured.	1	Refer principle 3.4 under audit committees.
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## Exxaro Risk Management Process and Strategic Risk Profile

### 1. Introduction and Background

Exxaro needs to manage risks, within its approved risk appetite framework – this means that all risks need to be managed consistently, comprehensively and economically through effective enterprise risk management (ERM). This approach also assists the Board and management in achieving its strategic objectives.

Exxaro understands that ERM is a continuous, proactive and dynamic process to identify, understand, manage and communicate risks that may impact Exxaro's objectives. It involves people at every level and requires applying a portfolio view of risks across the organisation. The process is outlined in the ERM framework, which was approved by the Board in November 2011. The risks set out below have been approved by the Board in February 2014 and were compiled following rigorous input from all the operations as well as inputs regarding those risks that affect mining companies within the border of South Africa and beyond.

### 2. Strategic Risk Profile

#### 2.1 Dependency on Eskom as a key customer

Exxaro is dependent on Eskom for the majority of its coal off-take and is therefore reliant upon Eskom effectively executing its strategy, including the execution of its capital projects. Around 30% of Eskom's coal purchases come from new entrants to the market or so-called junior miners (mostly black economic empowerment companies); this will rise to 50% by 2018 to meet local demand which is expected to grow from 250 Mtpa to 370 Mtpa by 2020.

Several controls have been implemented to mitigate this risk, including the following:

- The broadening of its local and international customer base.
- Regular liaison with Eskom to understand its strategy and the execution thereof.
- Review of the Medupi Coal Supply Agreement in light of the Medupi delays to ensure that the financial impact on Exxaro is minimised.

#### 2.2 Unable to meet production demands

The possibility of not meeting throughput demands, which include delivering on quality and quantity of coal to customers, remains a strategic risk that needs to be mitigated. Some of the controls that have been implemented to mitigate this risk include:

- Accelerate Business Improvement (BI) projects currently running.
- Conduct more accurate geological studies.
- Maintain stockpile thresholds.
- Improve maintenance and asset management.

#### 2.3 Safety concerns

The achievement of zero harm remains one of Exxaro's key priorities and therefore all risks with a safety impact needs to be managed with vigour. During the last financial year no fatalities were recorded and a 0.19 LTIFR per 200 000 man-hours worked was recorded against a target of 0.15 mainly as a result of an increase in slip and fall incidents. However, it is a 34% improvement of



the previous financial year. Safety related concerns remain a strategic risk due to its inherently high impact. Some of the generic controls that have been implemented are:

- Analyze historical incident data to identify trends to get to the root causes.
- Continuous reporting of incidents.
- Continuously review industry benchmark on safety.
- Implement robust preventive controls that address the root cause of incidents.
- Establish a risk culture through the international approved Global Minerals Industry Risk Management training programme.
- Investing in education, training, communication and behavioural based safety programs
- Use predictive modelling techniques to develop prevention strategies.

#### **2.4 Government Bureaucracy**

Red tape in government often leads to project delays as a result of the time that it takes to obtain the requisite mining rights and licenses, such as for instance an integrated water use license. This is largely due to shortage of skills and experience and different government departments that are responsible for issuing different licences and authorisations. The following controls have been implemented:

- Active and constant interaction with government to speed up the approvals of mining rights and licences.
- Building strong relationships with government.
- Close communication with communities and other affected parties to ensure that the positives of mining are understood.

#### **2.5 Commodity price volatility**

Due to the global economic slowdown, the European debt crisis and the ongoing structural challenges in the United States, coupled with the socio-political challenges in South Africa, commodity prices remain unpredictable. Mineral commodity demand growth remained lacklustre in 2013, with uncertainty in some commodity markets. In order to deal with this volatility a number of measures are implemented by Exxaro:

- Develop a communication plan that quickly communicates changes to operations to ensure that operational strategies are updated, taking into account the current macro-economic realities.
- Improve the speed of mine planning to match price volatility.
- Match commodity prices to its customer base to take advantage of potential upswings.
- Negotiate long term fixed price contracts to transfer a portion of the risk relating to volatility in order to provide constant long term returns. This is especially relevant to supplies to Eskom.
- Implement hedging strategies to protect from decreases in prices.

#### **2.6 Unavailability of water**

Security of supply of water remains a challenge in South Africa, especially for mining operations in the Waterberg, which is currently experiencing tremendous growth. Exxaro uses a holistic water management strategy to conserve water and to operate more efficiently through water-reduction plans, reuse and recycling methodologies. Supporting Exxaro's long-term water management strategy are three water treatment plants planned for Mpumalanga, with total capacity to treat 21.5 mega litres per day. Innovative passive water treatment systems are also being evaluated by the Exxaro Research and Development Department in collaboration with the University of the Free State as a long term solution to water management, post closure.

## **2.7 Infrastructure capacity / access / development and funding**

Mining, processing, development and exploration activities are largely dependent on adequate infrastructure. Due to the remote location of a lot of mines reliable rail, roads, bridges, power sources and transmission remain challenging. These infrastructure and services are often provided by third parties that are beyond the control of Exxaro. There is also more competition for the limited infrastructure available and the current delivery of any upgrades may only realise in a number of years.

The following measures have been implemented to mitigate this risk:

- Collaborate with government stakeholders to improve and initiate new infrastructure.
- Identify other stakeholders to co-develop a solution and to extend infrastructure.
- Regular liaison with Transnet Freight Rail, Richards Bay Coal Terminal and water stakeholders.
- Understand the return on infrastructure and consider appropriate funding mechanisms.

## **2.8 Cost competitiveness of products**

In order to ensure that Exxaro maintains and increases market share its products must be competitive. Fuel, energy and consumables (including explosives, tyres, steel and mining equipment) form a relatively large part of operating costs and capital expenditure of mining companies. The costs of these consumables are largely outside the control of Exxaro. Furthermore Exxaro's operations are solely dependent on Eskom for its power supply. In February 2013, the National Electricity Regulator of South Africa (NERSA) announced that Eskom would be allowed to increase tariffs at an average annual rate of 8% between 2013 and 2018.

Some of the responses that Exxaro has implemented to address this risk are:

- Create strategic joint ventures to optimise economies of scale.
- Focus on sustainable cost-reduction initiatives.
- Investigate and divest non-core assets.

## **2.9 State intervention in the mining sector**

Governments across the globe are continually looking for ways to bolster their revenue by imposing direct and indirect measures on mining companies to ensure that communities benefit from resources. In South Africa mining activities are regulated by the Mineral and Petroleum Resources Development Act, 2002 (MPRDA). This act, through the Social and Labour Plans as contained in the Mining Charter places strong emphases on transformation and the achievement of predefined targets in 2014 in the following areas:

- Ownership.
- Beneficiation, ensuring as much value as possible is created upstream and downstream in the local economy.
- Procurement and enterprise development, ensuring that small suppliers share in the benefits of procurement policies and that mines assist in developing a vibrant small, medium and macro enterprise sector.
- Employment Equity, ensuring that the workforce reflects the demographics of the country and the local region.
- Human Resource Development, ensuring that all employees reach their full potential.
- Community development, starting with local economic development.
- Housing and living conditions, ensuring that living conditions contribute to an improved quality of life.

Currently uncertainty exists with regards to the future of the MPRDA. During 2013 the MPRDA Bill was promulgated and it places even more stringent requirements on mining companies. The MPRDA requires that the Minister of Mineral Resources ("Minister") initiates the beneficiation of minerals and petroleum in South Africa. The 2013 MPRDA Amendment Bill now seeks to grant the Minister broad and extensive discretionary powers and rights to:

- set specific thresholds per mineral commodity (volume) and a developmental price for local beneficiation together with an obligation to offer a percentage of its minerals to local beneficiaries.
- grant approval before certain designated minerals can be exported and to impose conditions on such exports.

These draft provisions may have far reaching consequences for Exxaro and the South African mining industry for reasons that are self-explanatory.

The proposed carbon tax on mining companies is yet a further way in which government is expected to intervene through the taxation of emissions.

Exxaro is managing this risk in a number of ways:

- Exxaro transfers some of this risk through a strategy of diversification with respect to commodity mix and the geographical areas in which it operates.
- Regular engagement through the Chamber of Mines takes place where the impact of proposed changes to laws and labour unrest is discussed and canvassed.
- The transparency of payments to governments is increased.
- Exxaro partners with state owned enterprises like Eskom.

## **2.10 Capital project execution and exchange rate volatility**

Over the years it has become evident that the actual costs of developing and operating mines may differ significantly from estimates at the time the relevant project was approved at feasibility study phase. During this time a number of assumptions are made with regard to future commodity prices, exchange rates, commodity grades and metallurgical characteristics, anticipated capital expenditure and cash operating costs and the required return on investment.

More often than not exchange rate volatility can lead to capital projects being executed that no longer meet the agreed hurdle rate for approval.

The impact of foreign exchange volatility on the profitability of Exxaro's business is managed in the following ways:

- Where possible putting in place natural hedges between revenues and costs.
- Utilising judicial hedging policies, as appropriate.

In addition to these, the time that it takes to obtain the requisite approvals and the availability of infrastructure and skilled labour coupled with the ever-changing demands of governments and the communities can lead to project delays which ultimately may affect the viability of the project.

In 2013 Exxaro experienced delays in the time that was required to finalise the mining convention for its iron ore project, Mayoko, in the Republic of Congo.

Some of the initiatives that Exxaro has implemented to manage project execution risk are:

- Disciplined execution of value engineering study reviews for all major projects.
- Diligent review of Exxaro's asset portfolio.

- The implementation of advanced assurance frameworks; this is done in line with the Exxaro approved Combined Assurance Framework. The Framework ensures that all assurance activities are risk based and that all projects with extreme impacts are subject to external review and scrutiny.
- Keeping a database of previous lessons learnt.
- Establish and execute a robust governance structure to ensure that capital is allocated to initiatives that are aligned to Exxaro's strategy and meet the required investment hurdle rates. Exxaro follows a rigorous approval process and projects are subject to review at the end of every phase. The Investment Review Committee has specific delegated review authority to ensure that big and mega projects meet pre-defined criteria.

### **2.11 Compliance to environmental legislation**

In order to ensure Exxaro's sustainability it is essential that it mines responsibly in accordance with the environmental laws and regulations. The plethora of regulatory requirements and the number of governmental departments that administer these requirements poses a challenge. The cost of compliance with these laws and regulations is expected to continue to be significant. Non-compliance to these laws and regulations may result in a mining right to be suspended or cancelled, fines, penalties and other sanctions as well as clean-up costs and third party claims.

The following measures have been put in place to deal with this challenge:

- Compulsory inductions to all personnel and visitors on environmental laws that regulate operations.
- Conduct Environmental Management Programme ("EMPr") assessments to track environmental compliance with the MPRDA.
- Ensure internal incident and external reporting of environmental incidents.
- Liaise with the authorities on a regular basis.
- Perform environmental legal audits on a regular basis by approved service providers.
- Communicate updates on any legal changes to operations to assess the impact thereof and coordinate and facilitate implementation.
- Provide regular compliance awareness training sessions to all employees.

### **2.12 Maintain a social license to operate**

Increasingly mining companies are facing public scrutiny of their activities as mineral resources are regarded as belonging to all citizens. Exxaro remains under pressure to ensure that satisfactory returns are generated for shareholders whilst ensuring that employees, host communities and the country as a whole are also benefitting from its operations.

The impacts of dust generation, waste storage, water pollution and other environmental, health and safety impacts may directly affect the community and may lead to the support of the community being withdrawn. Disputes with these communities may further lead to restrictions of access to supplies and to mining operations.

The costs relating to the sustainability of mining operations are placing significant demands on resources. In order to mitigate this risk Exxaro's sustainability framework does not only concentrate on outputs in terms of financial results but is also focused on all the enablers and constraints that Exxaro requires to operate its mines effectively.

### **2.13 Mine rehabilitation**

In mining it remains challenging to match the funding of rehabilitation to the approved technical solution. Exxaro manages this challenge through the following:

- Complete environmental legacy projects to the required standards.
- Conduct awareness and training to Exxaro personnel.
- Manage rehabilitation trusts to cover future rehabilitation costs.
- Undertake rehabilitation calculations and create accounting provisions where appropriate.
- Ensure that appropriate insurance covers are in place.
- Establish rehabilitation programmes.
- Issue appropriate guarantees to the Department of Mineral Resources for shortfalls that are not covered by the rehabilitation trusts.
- Regularly update EMPr to be aligned with activities on the mine.

#### 2.14 Inability to meet financial closure obligations

When financial closure obligations are not met this can potentially delay rehabilitation and can also cause inaccurate closure estimates. Exxaro manages this risk by obtaining external verification of the annual closure cost estimates as well as performing annual assessments of its compliance to the EMPr assessments in line with the requirements of the MPRDA.

#### 2.15 Labour unrest

Labour unrest is managed at the strategic, tactical and operational layer of the organisation to ensure that risk owners implement controls at every level for maximum efficiency.

The following specific measures have been implemented:

- Ensure proper leadership and a high performance culture.
- Ensure that emergency stockpiles are maintained (Business Continuity Management plan).
- Establish a strike emergency response plan and team.
- Monitoring the execution of Social and Labour Plans as agreed with the Department of Mineral Resources.
- Participate in the Chamber of Mines forum.
- Regular communication to employees and communities.
- Regular labour and union liaison.

## 5. EXXARO COAL

Exxaro Coal comprises 8 managed coal mines, and one in joint venture with Anglo American. Exxaro produced 40 mtpa of power station, steam and coking coal in 2013. All power station coal is supplied to the national power utility, Eskom and municipal power stations. Grootegeeluk is one of the most efficient mining operations in the world, and operates the world's largest coal beneficiation complex. Exxaro also produces semi coke and related products for the rapidly growing ferroalloys industry.

Arnot, Matla and Tshikondeni are captive mines, Tshikondeni supplying to Arcelor Mittal and the other two mines supplying to Eskom on a cost plus basis. Exxaro Coal, operates all of the Mpumalanga mines as well as the Grootegeeluk mine which is located in the Waterberg and Tshikondeni near Phalaborwa, both in Limpopo. Exxaro's coal operations contributed to 77% (66% in 2012) of the group's net operating profit for the 2013 financial year.

The coal operations are organised into 3 legal entities, Exxaro Coal Proprietary Limited, Exxaro Coal Mpumalanga Proprietary Limited and Exxaro Reductants Proprietary Limited. As at the Programme Date, Exxaro Coal Proprietary Limited and Exxaro Coal Mpumalanga Proprietary Limited are both Guarantors under the Programme.

Exxaro Coal Proprietary Limited:

1. Grootegeeluk mine
2. Tshikondeni mine

3. Leeuwpan mine

4. Inyanda mine

Exxaro Coal Mpumalanga Proprietary Limited:

1. North Block Complex

2. New Clydesdale – this mine is in the process of being disposed of, the sale agreements have been concluded but the transaction is still subject to certain conditions.

3. Mafube coal – JV with Anglo American

4. Matla mine

5. Arnot mine

Exxaro Reductants Proprietary Limited produces semi coke from coal sourced from the Grootegeluk mine

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## INVESTOR CONSIDERATIONS

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*Capitalised terms used in this section headed "Investor Considerations" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.*

*The Issuer believes that the factors outlined below may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with the Notes are also described below. The value of the Notes could decline due to any of these risks, and investors may lose some or all of their investment.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it, or which it may not currently be able to anticipate. Accordingly, the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive.*

*Prospective investors should also read the detailed information set out elsewhere in this Programme Memorandum to reach their own views prior to making any investment decision.*

*References below to the "Terms and Conditions", in relation to Notes, shall mean the "Terms and Conditions of the Notes" set out under the section of this Programme Memorandum headed "Terms and Conditions of the Notes".*

**Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme**

### **Risks Relating to the Notes**

#### ***The Notes may not be a suitable investment for all investors***

Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Programme Memorandum or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such an investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

***There may not be an active trading market for the Notes***

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. There is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

***The Notes may be redeemed prior to maturity***

Unless in the case of any particular Tranche of Notes the Applicable Pricing Supplement specifies otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the government of South Africa or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the Conditions.

In addition, if in the case of any particular Tranche of Notes the Applicable Pricing Supplement specifies that the Notes are redeemable at the Issuer's option in certain other circumstances, the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

***Because uncertificated Notes are held by or on behalf of the CSD, investors will have to rely on their procedures for transfer, payment and communication with the Issuer***

Notes issued under the Programme which are listed on the Interest Rate Market of the JSE or such other or additional Financial Exchange and/or held in the CSD may, subject to Applicable Laws and the Applicable Procedures, be issued in uncertificated form. Unlisted Notes may also be held in the CSD in uncertificated form. Notes held in the CSD will be issued, cleared and settled in accordance with the Applicable Procedures through the electronic settlement system of the CSD. Except in the limited circumstances described in the Terms and Conditions, investors will not be entitled to receive Individual Certificates. The CSD will maintain records of the Beneficial Interests in Notes and/or issued in uncertificated form, which are held in the CSD (whether such Notes are listed or unlisted). Investors will be able to trade their Beneficial Interests only through the CSD and in accordance with the Applicable Procedures.

Payments of principal and/or interest in respect of uncertificated Notes will be made to the CSD's Nominee or the Participants and the Issuer will discharge its payment obligations under the Notes by making payments to or to the order of the CSD's Nominee or the Participants for distribution to their account holders. A holder of a Beneficial Interest in uncertificated Notes, whether listed or unlisted, must rely on the procedures of the CSD to receive payments under the relevant Notes. Each investor shown in the records of the CSD or the Participants, as the case may be, shall look solely to the CSD or the Participant, as the case may be, for his share of each payment so made by the Issuer to the registered holder of such uncertificated Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, such Beneficial Interests.

Holders of Beneficial Interests in uncertificated Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the CSD to appoint appropriate proxies.

***Recourse to the BESA Guarantee Fund Trust***

The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the BESA Guarantee Fund Trust. Claims against the BESA Guarantee Fund Trust may only be made in respect of the trading of Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of the BESA Guarantee Fund Trust. Unlisted notes are not regulated by the JSE.

***Credit Rating***

Tranches of Notes issued under the Programme, the Issuer, the Guarantors and/or the Programme, as the case may be, may be rated or unrated. A Rating is not a recommendation to buy, sell or hold



securities and may be subject to suspension, reduction or withdrawal at any time by the assigning Rating Agency. Any adverse change in an applicable credit rating could adversely affect the trading price for the Notes issued under the Programme.

#### ***Risks related to the structure of the particular issue of Notes***

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

##### *Notes subject to optional redemption by the Issuer*

An optional redemption feature is likely to limit the market value of the Notes. During any period when the Issuer may elect to redeem the Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to re-invest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

##### *Index-Linked and Dual Currency Notes*

The Issuer may issue Notes the terms of which provide for interest or principal payable in respect of such Notes to be determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a "Relevant Factor") or with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- the market price of such Notes may be volatile;
- no interest may be payable on such Notes;
- payments of principal or interest on such Notes may occur at a different time or in a different currency than expected;
- the amount of principal payable at redemption may be less than the Nominal Amount of such Notes or even zero;
- a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable is likely to be magnified; and
- the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

##### *Partly-paid Notes*

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

##### *Notes issued at a substantial discount or premium*

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

#### *Variable Rate Notes with a multiplier or other leverage factor*

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

#### *Fixed/Floating Rate Notes*

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate may at any time be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

#### *Notes where denominations involve integral multiples: Individual Certificates*

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive an Individual Certificate in respect of such holding and would need to purchase a Nominal Amount of Notes such that its holding amounts to a minimum Specified Denomination.

If Individual Certificates are issued, holders should be aware that Individual Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

#### ***Modification and waivers and substitution***

The Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

#### ***Change of law***

The Notes are governed by, and will be construed in accordance with, South African law in effect as at the Programme Date. No assurance can be given as to the impact of any possible judicial decision or change to South African law or administrative practice in South Africa after the Programme Date.

#### ***Legal investment considerations may restrict certain investments***

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

#### ***Risks Relating to the Issuer and the Exxaro Group***

Risks affecting the business of the Issuer and the Exxaro Group are set out in paragraph 4 of the section of this Programme Memorandum, headed "*Description of Exxaro Resources Limited*".

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## SETTLEMENT, CLEARING AND TRANSFER OF NOTES

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*Capitalised terms used in this section headed "Settlement, Clearing and Transfer of Notes" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.*

### **Notes listed on the Interest Rate Market of the JSE and/or held in the CSD**

Each Tranche of Notes which is listed on the Interest Rate Market of the JSE in uncertificated form will be held in the CSD. A Tranche of unlisted Notes may also be held in the CSD.

### **Clearing systems**

Each Tranche of Notes listed on the Interest Rate Market of the JSE will be issued, cleared and settled in accordance with the Applicable Procedures for the time being of the JSE and the CSD through the electronic settlement system of the CSD. Such Notes will be cleared by Participants who will follow the electronic settlement procedures prescribed by the JSE and the CSD.

The CSD has, as the operator of an electronic clearing system, been appointed by the JSE to match, clear and facilitate the settlement of transactions concluded on the JSE. Subject as aforesaid each Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued, cleared and transferred in accordance with the Applicable Procedures and the Terms and Conditions, and will be settled through Participants who will comply with the electronic settlement procedures prescribed by the JSE and the CSD. The Notes may be accepted for clearance through any additional clearing system as may be agreed between the JSE, the Issuer and the Dealer(s).

### **Participants**

The CSD maintains accounts only for Participants. As at the Programme Date, the Participants which are approved by the JSE, in terms of the debt listings requirements of the JSE, as Settlement Agents to perform electronic settlement of funds and scrip are FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South Africa Limited, Standard Chartered Bank, Johannesburg Branch, Citibank N.A. (South Africa), Societe Generale Johannesburg Branch and the South African Reserve Bank. Euroclear, as operator of the Euroclear System, and Clearstream will settle offshore transfers in the Notes through their Participants.

### **Settlement and clearing**

Participants will be responsible for the settlement of scrip and payment transfers through the CSD, the JSE and the South African Reserve Bank.

While a Tranche of Notes is held in the CSD, the CSD's Nominee, a wholly owned subsidiary of the CSD approved by the Registrar of Securities Services in terms of the Financial Markets Act, and any reference to "CSD's Nominee" shall, whenever the context permits, be deemed to include any successor nominee operating in terms of the Financial Markets Act, will be named in the Register as the sole Noteholder of the Notes in that Tranche. All amounts to be paid and all rights to be exercised in respect of Notes held in the CSD will be paid to and may be exercised only by the CSD's Nominee for the holders of Beneficial Interests in such Notes.

In relation to each Person shown in the records of the CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular Nominal Amount of Notes, a certificate or other document issued by the CSD or the relevant Participant, as the case may be, as to the Nominal Amount of such Notes standing to the account of such Person shall be *prima facie* proof of such Beneficial Interest. The CSD's Nominee (as the registered Noteholder of such Notes named in the Register) will be treated by the Issuer, the Paying Agent, the Transfer Agent and the relevant Participant as the holder of that aggregate Nominal Amount of such Notes for all purposes.

Payments of all amounts in respect of a Tranche of Notes which is listed on the Interest Rate Market of the JSE and/or held in uncertificated form will be made to the CSD's Nominee, as the registered Noteholder of such Notes, which in turn will transfer such funds, via the Participants, to the holders of Beneficial Interests. Each of the Persons reflected in the records of the CSD or the relevant Participant, as the case may be, as the holders of Beneficial Interests in Notes shall look solely to the CSD or the relevant Participant, as the case may be, for such Person's share of each payment so made by (or on behalf of) the Issuer to, or for the order of, the CSD's Nominee, as the registered Noteholder of such Notes.

Payments of all amounts in respect of a Tranche of Notes which is listed on the Interest Rate Market of the JSE and/or held in uncertificated form will be recorded by the CSD's Nominee, as the registered Noteholder of such Notes, distinguishing between interest and principal, and such record of payments by the CSD's Nominee, as the registered Noteholder of such Notes, shall be *prima facie* proof of such payments.

***Transfers and exchanges***

Subject to the Applicable Laws, title to Beneficial Interest held by clients of Participants indirectly through such Participants will be freely transferable and will pass on transfer thereof by electronic book entry in the securities accounts maintained by such Participants for such clients. Subject to the Applicable Laws, title to Beneficial Interests held by Participants directly through the CSD will be freely transferable and will pass on transfer thereof by electronic book entry in the central securities accounts maintained by the CSD for such Participants. Beneficial Interests may be transferred only in accordance with the Applicable Procedures.

Beneficial Interests may be exchanged for Notes represented by Individual Certificates in accordance with Condition 14.2 (*Transfer of Notes represented by Individual Certificates*).

***Records of payments, trust and voting***

Neither the Issuer nor the Paying Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, Beneficial Interests, or for maintaining, supervising or reviewing any records relating to Beneficial Interests. Neither the Issuer nor the Paying Agent nor the Transfer Agent will be bound to record any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Note may be subject. Holders of Beneficial Interests vote in accordance with the Applicable Procedures.

***BESA Guarantee Fund Trust***

The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE or the BESA Guarantee Fund Trust. Claims against the BESA Guarantee Fund Trust may only be made in respect of the trading of the Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of the BESA Guarantee Fund Trust.

***Notes listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE***

Each Tranche of Notes which is listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE will be issued, cleared and settled in accordance with the rules and settlement procedures for the time being of that Financial Exchange. The settlement and redemption procedures for a Tranche of Notes which is listed on any Financial Exchange (other than or in addition to the JSE) will be specified in the Applicable Pricing Supplement.

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## SUBSCRIPTION AND SALE

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*Capitalised terms used in this section headed "Subscription and Sale" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or clearly inappropriate from the context.*

The Dealers have in terms of the programme agreement dated 25 April 2014, as may be amended, supplemented or restated from time to time (the **Programme Agreement**), agreed with the Issuer a basis upon which it may from time to time agree to subscribe for Notes or procure the subscription of the Notes.

### **Selling restrictions**

#### **South Africa**

Each Dealer has (or will have) represented, warranted and agreed that it (i) will not offer Notes for subscription, (ii) will not solicit any offers for subscription for or sale of the Notes, and (iii) will itself not sell or offer the Notes in South Africa in contravention of the Companies Act, Banks Act, Exchange Control Regulations and/or any other Applicable Laws and regulations of South Africa in force from time to time.

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that it will not make an "offer to the public" (as such expression is defined in the Companies Act, and which expression includes any section of the public) of Notes (whether for subscription, purchase or sale) in South Africa. This Programme Memorandum does not, nor is it intended to, constitute a prospectus prepared and registered under the Companies Act.

#### *Offers not deemed to be offers to the public*

Offers for subscription for, or sale of, Notes are not deemed to be offers to the public if:

- (a) made only to certain investors contemplated in section 96(1)(a) of the Companies Act; or
- (b) the total contemplated acquisition cost of Notes, for any single addressee acting as principal, is equal to or greater than ZAR1,000,000, or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the Companies Act.

Information made available in this Programme Memorandum should not be considered as "advice" as defined in the Financial Advisory and Intermediary Services Act, 2002.

#### **United States**

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that:

- (a) the Notes in that Tranche have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except in certain transactions exempt from the registration requirements of the Securities Act;
- (b) it has not offered, sold or delivered any Notes in that Tranche and will not offer, sell or deliver any Notes in that Tranche (i) as part of their distribution at any time or (ii) otherwise until 40 (forty) Days after completion of the distribution, as determined and certified by the Dealers or, in the case of an issue of such Notes on a syndicated basis, the relevant Lead Manager, of all Notes of the Series of which that Tranche of Notes is a part, within the United States or to, or for the account or benefit of, U.S. Persons;
- (c) it will send to each dealer to which it sells any Notes in that Tranche during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and

sales of such Notes within the United States or to, or for the account or benefit of, U.S. Persons; and

- (d) it, its Affiliates and any Persons acting on its or any of its Affiliates behalf have not engaged and will not engage in any directed selling efforts in the United States (as defined in Regulation S under the Securities Act) with respect to the Notes in that Tranche and it, its Affiliates and any Persons acting on its or any of its Affiliates' behalf have complied and will comply with the offering restrictions requirements of Regulation S.

Until 40 (forty) Days after the commencement of the offering of a Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an exemption from registration under the Securities Act.

#### ***European Economic Area***

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that, in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each a **Relevant Member State**), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of any of such Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of any of such Notes to the public in that Relevant Member State:

- (a) in the period beginning on the date of publication of a prospectus in relation to those Notes which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive and/or, where appropriate, published in another Relevant Member State and notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive and ending on the date which is 12 (twelve) months after the date of such publication;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 100 or, if the relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal Persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

#### ***United Kingdom***

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that:

- (a) in relation to any of the Notes in that Tranche which have a maturity of less than one year, (i) it is a Person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any of such Notes other than to Persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses

where the issue of such Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act, 2000 (the **FSMA**) by the Issuer;

- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any of the Notes in that Tranche under circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any of the Notes in that Tranche in, from or otherwise involving the United Kingdom.

**General**

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to agree that:

- (a) it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in each jurisdiction in which it purchases, subscribes or procures the subscription for, offers or sells Notes in that Tranche or has in its possession or distributes the Programme Memorandum and will obtain any consent, approval or permission required by it for the purchase, subscription, offer or sale by it of Notes in that Tranche under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, subscription, offers or sales; and
- (b) it will comply with such other or additional restrictions as the Issuer and such Dealer agree and as are set out in the Applicable Pricing Supplement.

Neither the Issuer nor any of the Dealers represent that Notes may at any time lawfully be subscribed for or sold in compliance with any applicable registration or other requirements in any jurisdiction or pursuant to any exemption available thereunder nor assumes any responsibility for facilitating such subscription or sale.

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## SOUTH AFRICAN TAXATION

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Capitalised terms used in this section headed "South African Taxation" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

*The comments below are intended as a general guide to the relevant tax laws of South Africa as at the Programme Date. The contents of this section headed "South African Taxation" do not constitute tax advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisers in this regard.*

### Securities Transfer Tax

The issue, transfer and redemption of the Notes will not attract securities transfer tax under the Securities Transfer Tax Act, 2007 (the **STT Act**) because the Notes do not constitute "securities" as defined in the STT Act. Any future transfer duties and/or taxes that may be introduced in respect of (or applicable to) the transfer of Notes will be for the account of holders of the Notes.

### Value-Added Tax

No value-added tax (**VAT**) is payable on the issue or transfer of the Notes. The issue, sale or transfer of the Notes constitute "financial services" as defined in section 2 of the Value-Added Tax Act, 1991 (the **VAT Act**). In terms of section 2 of the VAT Act, the issue, allotment, drawing, acceptance, endorsement or transfer of ownership of a debt security as well as the buying and selling of derivatives constitute a financial service, which is exempt from VAT in terms of section 12(a) of the VAT Act.

However, commissions, fees or similar charges raised for the facilitation of the issue, allotment, drawing, acceptance, endorsement or transfer of ownership of Notes that constitute "debt securities" as defined in section 2(1)(iii) of the VAT Act will be subject to VAT at the standard rate (currently 14 percent), except where the recipient is a non-resident as contemplated below.

Services (including exempt financial services) rendered to non-residents who are not in South Africa when the services are rendered, are subject to VAT at the zero rate in terms of section 11(2)(l) of the VAT Act.

### Income Tax

Under current taxation law effective in South Africa, a "resident" (as defined in section 1 of the South African Income Tax Act, 1962 (the **Income Tax Act**)) is subject to income tax on his/her worldwide income. Accordingly, all holders of Notes who are residents of South Africa will generally be liable to pay income tax, subject to available deductions, allowances and exemptions, on any income (including income in the form of interest) earned in respect of the Notes.

Non-residents of South Africa are subject to income tax on all income derived from a South African source (subject to applicable double taxation treaties). Interest income is derived from a South African source if it is incurred by a South African tax resident (unless it is attributable to a foreign permanent establishment of that resident) or if it is derived from the utilisation or application in South Africa by any Person of funds or credit obtained in terms of any form of "interest-bearing arrangement". The Notes will constitute an "interest-bearing arrangement". The Issuer is tax resident in South Africa as at the Programme Date, accordingly, the interest earned by a Noteholder will be from a South African source and subject to South African income tax unless such interest income is exempt from South African income tax under section 10(1)(h) of the Income Tax Act (see below).

Under section 10(1)(h) of the Income Tax Act (which is effective for all amounts of interest that accrue or is paid on or after 1 July 2013), any amount of interest which is received or accrued (during any year of assessment) by or to any Person that is not a resident of South Africa is exempt from income tax, unless that Person:

- (a) is a natural Person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve-month period preceding the date on which the interest is received or accrued by or to that Person; or



- (b) at any time during (that year) the twelve-month period preceding the date on which the interest is received or accrued by or to that Person carried on business through a permanent establishment in South Africa.

If a Noteholder does not qualify for the exemption under section 10(1)(h) of the Income Tax Act, an exemption from or reduction of any South African tax liability may be available under an applicable double taxation agreement. Furthermore, certain entities may be exempt from income tax. Investors are advised to consult their own professional advisers as to whether the interest income earned on the Notes will be exempt under section 10(1)(h) of the Income Tax Act or under an applicable double taxation agreement.

In terms of section 24J of the Income Tax Act, broadly speaking, any discount or premium to the principal amount of a Note is treated as part of the interest income on the Note. Interest income which accrues (or is deemed to accrue) to a Noteholder is deemed, in accordance with section 24J of the Income Tax Act, to accrue on a day-to-day basis until that Noteholder disposes of the Note or until maturity unless an election has been made by the Noteholder (if the Noteholder is entitled under Section 24J(9) of the Income Tax Act to make such election) to treat its Notes as trading stock on a mark-to-market basis. This day-to-day basis accrual is determined by calculating the yield to maturity (as defined in Section 24J of the Income Tax Act) and applying this rate to the capital involved for the relevant tax period. The premium or discount is treated as interest for the purposes of the exemption under section 10(1)(h) of the Income Tax Act. With effect from 1 January 2014, the section 24J(9) election is no longer available and with effect from that date, section 24JB will deal with the fair value taxation of financial instruments for certain types of taxpayers.

#### **Capital Gains Tax**

Capital gains and losses on the disposal of Notes by residents of South Africa are subject to capital gains tax. Any discount or premium on acquisition which has already been treated as interest for income tax purposes, under section 24J of the Income Tax Act will not be taken into account when determining any capital gain or loss. Under section 24J(4A) of the Income Tax Act a loss on disposal will, to the extent that it has previously been included in taxable income (as interest), be allowed as a deduction from the taxable income of the holder when it is incurred and accordingly will not give rise to a capital loss.

Capital gains tax under the Eighth Schedule to the Income Tax Act will not be levied in relation to Notes disposed of by a Person who is not a resident of South Africa unless the Notes disposed of are attributable to a permanent establishment of that Person through which a trade is carried on in South Africa during the relevant year of assessment.

Purchasers are advised to consult their own professional advisors as to whether a disposal of Notes will result in a liability to capital gains tax.

#### **Withholding Tax**

Under current taxation law in South Africa, all payments made under the South African Notes to resident and non-resident Noteholders will generally be made free of withholding or deduction for or on account of any taxes, duties, assessments or governmental charges in South Africa.

The withholding tax on interest was introduced into the South African Income Tax Act, 1962 (the **Income Tax Act**) by the South African Taxation Laws Amendment Act, 2010 (the **TLAA**) and, in terms of the TLAA, withholding tax on interest is due to come into effect on 1 July 2013 and will be applicable in respect of interest that accrues, or interest that is paid or that becomes due and payable on or after 1 July 2013. It is proposed in the TLAA that the withholding tax will be imposed at the rate of 15 (fifteen) per cent. of the amount of any interest that is paid by any person to or for the benefit of any foreign person to the extent that such amount of interest is from a South African source in terms of the Income Tax Act. For the purposes of withholding tax, a "foreign person" is defined as any person that is not a resident. Accordingly, to the extent that any interest is paid to Noteholders who are South African tax residents, withholding tax will not apply.

In the 2013 Budget Speech, the Minister of Finance announced that the effective date for the introduction of interest withholding tax will be postponed until 1 March 2014. Should this amendment be made to the current Income Tax Act, the interest withholding tax will come into effect on 1 March 2014 and not on 1 July 2013 as proposed in the TLAA. Nevertheless, under the Taxation Laws Amendment Bill 2013 (TLAB), it is proposed that the implementation of the interest withholding tax will be 1 January 2015 and will apply to interest received or accrued on or after that date.

In terms of the TLAA, South African sourced interest that is paid to a foreign person in respect of any listed debt will be exempt from the withholding tax on interest. In terms of the legislation, a "*listed debt*" is a debt that is listed on a recognised exchange as defined in the Income Tax Act. Also exempt from the withholding tax on interest is any amount of interest from a South African source paid to a foreign person if firstly such foreign person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve month period preceding the date on which the interest is paid or secondly to a foreign person who at any time during the twelve month period preceding the date on which the interest is paid carried on business in South Africa through a permanent establishment.

Under the TLAB 2013, it is proposed that the second exemption will apply if the debt claim in respect of which that interest is paid is effectively connected to a permanent establishment of that person in South African and that person is registered as a taxpayer in terms of Chapter 3 of the Tax Administration Act.

Documentary requirements exist in order to rely on the latter exemption.

#### **Definition of Interest**

The references to "*interest*" above mean "*interest*" as understood in South African tax law. The statements above do not take account of any different definitions of "*interest*" or "*principal*" which may prevail under any other law or which may be created by the Terms and Conditions or any related documentation.

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## **SOUTH AFRICAN EXCHANGE CONTROL**

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*Capitalised terms used in this section headed "South African Exchange Control" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.*

*The information below is intended as a general guide to the position under the Exchange Control Regulations as at the Programme Date. The Exchange Control Regulations are subject to change at any time without notice. The contents of this section headed "South African Exchange Control" do not constitute exchange control advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisers in this regard.*

### **Non-South African resident Noteholders and emigrants from the Common Monetary Area**

Dealings in the Notes and the performance by the Issuer of its obligations under the Notes and the Applicable Terms and Conditions may be subject to the Exchange Control Regulations.

#### **Blocked Rands**

Blocked Rands may be used for the subscription for or purchase of Notes. Any amounts payable by the Issuer in respect of the Notes subscribed for or purchased with Blocked Rands may not, in terms of the Exchange Control Regulations, be remitted out of South Africa or paid into any non-South African bank account.

#### **Emigrants from the Common Monetary Area**

Any Individual Certificates issued to Noteholders who are emigrants from the Common Monetary Area will be endorsed "*non-resident*". Such restrictively endorsed Individual Certificates shall be deposited with an authorised foreign exchange dealer controlling such emigrant's blocked assets.

In the event that a Beneficial Interest in Notes is held by an emigrant from the Common Monetary Area through the CSD, the securities account maintained for such emigrant by the relevant Participant will be designated as an "*non-resident*" account.

Any payments of interest and/or principal due to a Noteholder who is an emigrant from the Common Monetary Area will be deposited into such emigrant Noteholder's Blocked Rand account, as maintained by an authorised foreign exchange dealer. The amounts are not freely transferable from the Common Monetary Area and may only be dealt with in terms of the Exchange Control Regulations.

#### **Non-residents of the Common Monetary Area**

Any Individual Certificates issued to Noteholders who are not resident in the Common Monetary Area will be endorsed "*non-resident*". In the event that a Beneficial Interest in Notes is held by a non-resident of the Common Monetary Area through the CSD, the securities account maintained for such Noteholder by the relevant Participant will be designated as a "*non-resident*" account.

It will be incumbent on any such non-resident Noteholder to instruct the non-resident's nominated or authorised dealer in foreign exchange as to how any funds due to such non-resident in respect of Notes are to be dealt with. Such funds may, in terms of the Exchange Control Regulations, be remitted abroad only if the relevant Notes are acquired with foreign currency introduced into South Africa and provided that the relevant Individual Certificate has been endorsed "*non-resident*" or the relevant securities account has been designated as a "*non-resident*" account, as the case may be.

The Issuer is established and resident in South Africa and as such is not required to obtain exchange control approval.

For purposes of this section, **Common Monetary Area** means South Africa, Lesotho, Namibia, and Swaziland.

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## GENERAL INFORMATION

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*Capitalised terms used in this section headed "General Information" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.*

### Authorisation

All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of South Africa as at the Programme Date have been given for the establishment of the Programme and the issue of Notes and for the Issuer to undertake and perform its obligations under the Programme Memorandum and the Notes.

### Listing

The Programme Memorandum was approved by the JSE on or about 25 April 2014. Notes to be issued under the Programme may be listed on the Interest Rate Market of the JSE or any other Financial Exchange. Unlisted Notes may also be issued under the Programme Memorandum.

### Documents Available

So long as the Notes are capable of being issued under the Programme, copies of the documents incorporated under the section headed "*Documents Incorporated by Reference*" will, when published, be available at the registered office of the Issuer as set out at the end of this Programme Memorandum. This Programme Memorandum and the Applicable Pricing Supplements relating to any issue of listed Notes will also be available on the Issuer's website at <http://www.exxaro.com/> and JSE's website at <http://www.jse.co.za>.

### Material Change

As at the Programme Date, and after due and careful inquiry, there has been no material change in the financial or trading position of the Issuer and the Guarantors since the date of the Issuer's and the Guarantors' respective latest audited financial statements. As at the Programme Date, there has been no involvement by PricewaterhouseCoopers Incorporated in making the aforementioned statement.

### Litigation

Save as disclosed herein, neither the Issuer, nor any of its respective consolidated Subsidiaries is or has been involved in any legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had a material adverse effect on the financial position of the Issuer or its consolidated subsidiaries.

### Company Secretary

The Company Secretary of the Issuer is Mrs CH Wessels. The physical address of the Company Secretary is Exxaro Resources Limited, Roger Dyason Road, Pretoria West, 0183 and the postal address is PO Box 9229, Pretoria, 0001. The telephone number of the Company Secretary is +27 12 307 5000.

### Auditors

PricewaterhouseCoopers Incorporated have acted as the auditors of the financial statements of the Issuer and the Guarantors for the financial years ended 31 December 2011, 2012 and 2013 and, in respect of those years, have issued unmodified audit reports.

## ISSUER

**Exxaro Resources Limited**  
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0001  
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Contact: Mr D Cassim

## GUARANTORS

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## ARRANGERS AND DEALERS

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## JSE DEBT SPONSOR

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Contact: Ms P Nana

**TRANSFER AGENT, CALCULATION AGENT AND PAYING AGENT**

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**LEGAL ADVISERS TO THE ISSUER, ARRANGERS AND DEALERS**

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**AUDITORS TO THE ISSUER AND THE GUARANTORS**

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