
GUARANTEE

In respect of the

**ZAR10,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME OF
WOOLWORTHS HOLDINGS LIMITED**

Unconditionally and irrevocably guaranteed by

WOOLWORTHS PROPRIETARY LIMITED

GUARANTEE

We, the undersigned,

WOOLWORTHS PROPRIETARY LIMITED

(registration number 1956/000518/07), being a private company incorporated in accordance with the laws of South Africa (the **Guarantor**),

hereby, irrevocably and unconditionally guarantee (as primary obligor and not merely as surety) to the holders of Notes (the **Noteholders**) issued or to be issued by Woolworths Holdings Limited (registration number 1929/001986/06) (the **Issuer**) under the Woolworths Holdings Limited ZAR10,000,000,000 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 17 March 2017, as amended and/or supplemented from time to time (the **Programme Memorandum**) and further, if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, as an independent and primary obligation, indemnifies the Noteholders immediately on demand against any cost, loss or liability it incurs as a result of the Issuer not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount it would have had to pay under this Guarantee if the amount claimed had been recoverable on the basis of a guarantee.

1. Terms used but not defined herein have the meanings set forth in the section of the Programme Memorandum headed "*Terms and Conditions of the Notes*" (the **Terms and Conditions**).
2. All payments made in terms of this Guarantee shall be made *mutatis mutandis* in accordance with Conditions 9 (*Interest*) and 10 (*Payments*) of the Terms and Conditions.
3. This Guarantee shall be binding on the Guarantor, and shall continue to be binding on such Guarantor and, with respect to any payment, or any part thereof, of principal and/or interest on any Note that is rescinded or must otherwise be returned by the Transfer Agent or any Noteholder if such rescission or return of payment has been compelled by law as a result of the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. The obligations of the Guarantor under the Guarantee constitute its unconditional, (and subject to Condition 7 (*Negative Pledge*) and clause 6 below) unsecured and unsubordinated obligations and will rank (subject to any obligations preferred by law) *pari passu* with all other present and future unsecured and unsubordinated obligations of the Guarantor.
5. The Guarantor hereby renounces, 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. The 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.

6. For so long as a Tranche of Senior Notes remains Outstanding, the Guarantor undertakes not to 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 to secure 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 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.
7. 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 the Guarantor 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.
8. Any admission made by the Issuer in respect of the Notes shall be binding on the Guarantor.
9. 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 the Guarantor at the address specified below.
10. Payment to the Paying Agent under this Guarantee shall:
 - 10.1 be made by and of the Guarantor to the Paying Agent not later than 3 (three) Business Days after receipt of a demand in accordance with clause 9 above;
 - 10.2 discharge the Guarantor of its applicable obligations to the Noteholders under this Guarantee; and
 - 10.3 *pro tanto* discharge the Issuer of its corresponding obligations to the Noteholders under the Notes.
11. Notwithstanding any part payment by the Guarantor or on the Guarantor's behalf, the Guarantor 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.
12. 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:
 - 12.1 in the case of a facsimile, on the first Business Day following the date of transmission; and
 - 12.2 in the case of a letter, when delivered; and

12.3 shall be sent to the Guarantor at:

Physical address:

Woolworths House,
93 Longmarket Street
Cape Town, 8001
South Africa

Attention: WHL Group Company Secretary

Email: legal@woolworths.co.za

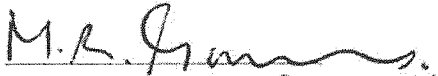
or to such other address in South Africa or facsimile number as is notified from time to time by the Guarantor to the Noteholders in accordance with Condition 19 (*Notices*) of the Terms and Conditions.

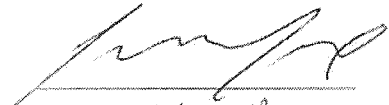
13. The Guarantor chooses the above address as its *domicilium citandi et executandi* for all purposes under this Guarantee, whether in respect of court process, notices or other documents or communications of whatsoever nature.
14. This Guarantee is, and all rights and obligations relating to this Guarantee are, governed by, and shall be construed in accordance with, the laws of South Africa.
15. 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.
16. The Guarantor agrees for the benefit of the Noteholders that the Gauteng Local Division, Johannesburg, 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.
17. This Guarantee will be deposited with, and be held by, the Transfer Agent until the later of:
 - 17.1 the date on which the Programme is terminated by the Issuer; and
 - 17.2 the date on which all of the obligations of the Issuer and the Guarantor under or in respect of the Notes have been discharged in full.
18. The 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.
19. This Guarantee constitutes the whole agreement relating to the subject matter hereof. No amendment (save for the increase in the Programme Amount and the size of the Guarantee) or consensual cancellation of this Guarantee or any provision or term hereof shall be binding unless approved by Extraordinary Resolution of Noteholders or with the prior written consent of Noteholders or the relevant Class of Noteholders, as the case may be, holding not less than 66.67% (sixty-six point sixty-seven

percent) in Nominal Amount of the Notes Outstanding from time to time and thereafter recorded in a written document signed by the 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 Cape Town on this 17th day of March 2017

For and on behalf of
WOOLWORTHS PROPRIETARY LIMITED


Name: MOEQAMAT REEZA ISAA
Capacity: Director
Who warrants his/her authority hereto


Name: JAN MOIR
Capacity: Director
Who warrants his/her authority hereto