

**APPLICABLE PRICING SUPPLEMENT**

**ABSA BANK LIMITED**

*(Incorporated with limited liability in South Africa under registration number 1986/004794/06*

*(the "Issuer")*

**Issue of ZAR 350,000,000 Series 2012- 39 Transnet Limited Credit Linked Notes**

**Under its ZAR 20,000,000,000 Credit-linked Note Programme**

The Notes described in this Applicable Pricing Supplement are subject to the terms and conditions set out in this Applicable Pricing Supplement and the General Terms and Conditions of the Notes set out in the Programme Memorandum dated 19 July 2007 relating to the Issuer's Credit-linked Note Programme (the "Programme Memorandum"). Unless inconsistent with the context, terms used but not defined in this Applicable Pricing Supplement shall have the meanings assigned to them in the Programme Memorandum. This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum. 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.

This Applicable Pricing Supplement supersedes any previous Pricing Supplement, confirmation, term sheet or other communication with respect to the transaction set out below and evidences a complete and binding agreement between you and us.

NOTES ISSUED PURSUANT TO THIS APPLICABLE PRICING SUPPLEMENT MAY BE LINKED TO THE PERFORMANCE OF ONE OR MORE REFERENCE ENTITIES. THE ATTENTION OF NOTEHOLDERS IS DRAWN TO THE RISK FACTORS ON PAGES 13 to 16 OF THE PROGRAMME MEMORANDUM DATED 19 JULY 2007.

**GENERAL TERMS**

1. Issuer:	Absa Bank Limited ("Absa")
2. Arranger and Programme Dealer:	Absa Capital, a division of Absa Bank Limited ("Absa Capital")
3. Series Number:	2012- 39
4. Tranche Number:	A
5. Listed / Unlisted:	Listed
6. Total Notes in Issue:	10,742,791,178.15
7. Method of Distribution:	Private Placement
8. Trade Type	Price
9. Aggregate Principal Amount of this Tranche:	ZAR350,000,000
10. Interest/Payment Basis:	Floating Rate
11. Issue Date:	15 August 2012

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12. Trade Date	08 August 2012. The Noteholder bears the risk of loss from a Credit Event with effect from the Credit Event Backstop Date (which may fall prior to the Trade Date).
13. Denomination:	ZAR1,000,000.00 Notes are subject to a minimum denomination of ZAR1,000,000.00
14. Issue Price:	100%
15. Margin:	2.15 per cent. per annum
16. Reference Rate:	SFX 3M Yield (RIC: <SFX3MYLD>) SAFEX JIBAR Fixing on Reuters page SAFEY code ZA01209.
17. Default Rate:	Prime Rate on date of default as publicly quoted by Absa Bank Limited.
18. Interest Period(s):	Each period from and including one Interest Payment Date to, but excluding the next Interest Payment Date, provided that the first Interest Period shall commence on the Interest Commencement Date and the final Interest Period shall end on the Interest Termination Date
19. Interest Payment Date(s):	The 20 <sup>th</sup> of March, June, September and December, in each year, commencing on 20 December 2012
20. Interest Commencement Date:	The Issue Date
21. Interest Termination Date:	If an Event Determination Date occurs during the Notice Delivery Period, Interest will cease to accrue as of the earlier to occur of the day prior to (a) the Interest Payment Date occurring on or immediately preceding the Event Determination Date and (b) the Scheduled Redemption Date or, if no Interest Payment Date has occurred, the Issue Date, as applicable, such date being the Interest Termination Date.
22. Scheduled Redemption Date:	20 September 2022
23. Scheduled Redemption Amount:	ZAR350,000,000
24. Maturity Date:	The Scheduled Redemption Date, subject to an Event Determination Date occurring during the Notice Delivery Period.
25. Early Redemption Event:	Means the occurrence of an Event Determination Date on or before the Scheduled Redemption Date: Provided that if (i) Grace Period Extension is Specified as applicable, (ii) a Potential Failure to Pay occurs on or prior to the Scheduled Redemption Date, (iii) the Grace Period Extension Date is a date later than the Scheduled Redemption Date and (iv) a Failure to Pay Credit Event occurs later than the Scheduled Redemption Date, the Early Redemption



	Event may occur later than the Scheduled Redemption Date, but on or before the Grace Period Extension Date.
26. Early Redemption Date:	<p>Means, in respect of any Notes:</p> <p>(a) if any one or more of the Specified Credit Event(s) occur on or prior to the Scheduled Redemption Date, the Cash Settlement Date; or</p> <p>(b) if a Potential Failure to Pay occurs on or prior to the Scheduled Redemption Date and Grace Period Extension is Specified as applicable, the date that is the latest to occur of the Cash Settlement Date and the Grace Period Extension Date, provided that:</p> <p>(i) if no Failure to Pay occurs on or before the Grace Period Extension Date and the Grace Period Extension Date is a date on or prior to the Scheduled Redemption Date, no Early Redemption Date shall occur; and</p> <p>(ii) if no Failure to Pay occurs on or before the Grace Period Extension Date and the Grace Period Extension Date is a date later than the Scheduled Redemption Date, such Grace Period Extension Date shall be deemed to be the Scheduled Redemption Date,</p> <p>a date determined in accordance with (a) and (b) above that may occur before, on or after the Scheduled Redemption Date;</p>
27. Cash Settlement Date:	Means the date that is 5 (five) Business Days following the determination of the Final Price or Auction Final Price, as applicable.
28. Cash Settlement Amount:	<p>If an Early Redemption Event occurs and the Conditions to Settlement are satisfied, the Cash Settlement Amount shall be calculated by the Calculation Agent as being:</p> <p>i. the Cash Settlement Amount determined by the Calculation Agent in accordance with Condition 6.2.1(b)(iii) of the Programme Memorandum; plus</p> <p>ii. interest accrued at a rate equal to the sum of the Reference Rate and the Margin, in respect of the period from and including the preceding Interest Payment Date (or if no Interest Payment Date has occurred, the Issue Date) until the Event Determination Date; minus</p> <p>iii. Hedging Costs.</p>

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	<p>Where:</p> <p><b>"Hedging Costs"</b> means, in respect of the Notes, an amount determined by the Calculation Agent as half the market observable bid-offer spread for the Issuer's funding (for the remaining term to the Scheduled Redemption Date of the Notes) x by the outstanding Aggregate Principal Amount x the duration (which will be determined with reference to the remaining term to the Scheduled Redemption Date of the Notes), provided however that such Hedging Costs are subject to a maximum of the then outstanding principal amount of such Notes. For purposes of clarity, the market observable bid-offer spread is defined as the Issuer funding bid-offer spread as reported on Reuters.</p>
29. Currency of Issue:	ZAR
30. Calculation Agent:	Absa Capital
31. Transfer Secretary:	Absa Capital
32. Paying Agent:	Absa Capital
33. Business Day(s):	Johannesburg, London and New York
34. Business Day Convention:	Following (which shall apply to any date referred to in this Term Sheet that falls on a day that is not a Business Day)
35. Day Count Fraction:	Actual/365
36. Books Closed Period(s):	On the 10 <sup>th</sup> of March, June, September and December, in each year
37. Last Day(s) to Register:	On the 9 <sup>th</sup> March, June, September and December, in each year
38. Effect of a Credit Event	If an Early Redemption Event occurs and the Conditions to Settlement are satisfied, the Issuer's obligation to redeem the Notes at the Scheduled Redemption Amount on the Scheduled Redemption Date shall cease and be replaced by an obligation to redeem the Notes on the Early Redemption Date by payment of the Cash Settlement Amount. Upon discharge by the Issuer of such payment on the Early Redemption Date, or otherwise as provided herein, the Issuer's obligations in respect of the Note shall be discharged.
<b>REDEMPTION</b>	
39. Redemption at Maturity:	Scheduled Redemption Amount

40. Redemption following the occurrence of an Early Redemption Event:	Applicable
Reference Entity:	Transnet Limited
Specified Reference Obligation(s):	<p>In respect of the Reference Entity (i) the obligation identified as follows or any Substitute Reference Obligation in respect thereof:</p> <p>Primary Obligor: Transnet Limited  Maturity: 10 February 2016  Coupon: 4.5%  CUSIP/ISIN: XS0590902325</p> <p>and; (ii) one or more obligations of such Reference Entity that would constitute an Obligation. The Issuer may select the Reference Obligation of the Reference Entity at any time on or before the Valuation Date.</p>
All Guarantees:	Applicable
Reference Price:	100 per cent.
Conditions to Settlement:	<p>Credit Event Notice: Applicable</p> <p>Notice of Publicly Available Information: Applicable</p>
Credit Events:	<p>The following Credit Event[s] shall apply:</p> <p>Bankruptcy</p> <p>Failure to Pay</p> <p>Grace Period Extension: Applicable</p> <p>Payment Requirement: ZAR 10,000,000.00 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Failure to Pay.</p> <p>Obligation Acceleration</p> <p>Repudiation/Moratorium</p> <p>Restructuring</p> <p>Multiple Holder Obligation:</p> <p>a) Not Applicable with respect to Obligation Category "Bonds"</p> <p>b) Applicable with respect to Obligation Category "Loans"</p> <p>Default Requirement: ZAR 25,000,000.00 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event.</p>

Obligation(s):	<p>Obligation means (i) the Reference Obligation, or (ii) any obligation of the Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is Specified as applicable, as provider of any Qualifying Guarantee) described by the:</p> <p><b>Obligation Category:</b> Bond or Loan</p> <p><b>Obligation Characteristics:</b> Not Subordinated Not Domestic Issuance Not Domestic Law Not Domestic Currency Specified Currency: Standard Specified Currencies</p> <p>As determined by the Calculation Agent.</p>
Excluded Obligations (if any):	None
Settlement Method:	<p>Auction Settlement</p> <p>On the Auction Settlement Date the Issuer shall redeem the Note, upon actual receipt of the Certificate surrendered by the Noteholder, by payment, in accordance with Condition 8, of the Cash Settlement Amount.</p>
Fallback Settlement Method:	Cash Settlement
Terms Relating to Cash Settlement:	
Final Price:	In respect of a Reference Obligation, the price of such Reference Obligation (expressed as a percentage) determined in accordance with the Valuation Method.
Valuation Date:	Single Valuation Date: The Valuation Date shall be a Business Day selected by the Calculation Agent falling on or after the Event Determination Date, provided that such Valuation Date shall not be later than 30 Business Days from the Event Determination Date, or such later date as agreed between the Parties.
Valuation Time:	As determined by the Calculation Agent
Quotation Method:	Bid
Quotation Amount:	With respect to a Reference Obligation, an amount in the Settlement Currency specified by the Issuer

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	which shall not exceed the Principal Amount.
Quotations	Exclude Accrued Interest
Dealer(s):	As determined by the Calculation Agent
Settlement Currency:	ZAR
Cash Settlement Date:	5 Business Days
Valuation Method:	Market
Deliverable Obligation(s):	<p>Deliverable Obligation means (i) the Reference Obligation, or (ii) any obligation of the Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable, as provider of any Qualifying Guarantee) described by the:</p> <p><b>Deliverable Obligation Category:</b> Bond or Loan</p> <p><b>Deliverable Obligation Characteristics:</b> Not Subordinated Not Domestic Issuance Not Domestic Law Not Domestic Currency</p> <p>Specified Currency: Standard Specified Currencies</p> <p>As determined by the Calculation Agent</p>
Excluded Deliverable Obligations:	None
41. Terms relating to Auction Settlement:	<p>If an Event Determination Date occurs on or prior to the Auction Final Price Determination Date (if any), the Auction Final Price shall be the Final Price. Without prejudice to the foregoing, but without duplication of settlement, if (a) an Auction Cancellation Date occurs, (b) a No Auction Announcement Date occurs, (c) ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, not to determine whether or not an event constitutes a Credit Event or (d) an Event Determination Date was determined pursuant to the definition of "Event Determination Date" and no Credit Event Resolution Request Date has occurred on or prior to the date falling three Business Days after such Event Determination Date, Auction Settlement shall not apply and the Fallback Settlement Method shall</p>

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apply.

The Notice of Publicly Available Information Condition to Settlement, if applicable, shall be deemed to be satisfied in circumstances where ISDA publicly announces on or prior to the last day of the Notice Delivery Period (including prior to the Issue Date) that the relevant Credit Derivatives Determination Committee has Resolved that an event that constitutes a Credit Event has occurred with respect to the relevant Reference Entity or Obligation thereof.

**Definitions:**

*In the event of any inconsistency between this Applicable Pricing Supplement and the Terms and Conditions of the Programme Memorandum, this Applicable Pricing Supplement shall prevail.*

**"Auction"** has the meaning set forth in the Transaction Auction Settlement Terms.

**"Auction Cancellation Date"** has the meaning set forth in the Transaction Auction Settlement Terms;

**"Auction Final Price"** has the meaning set forth in the Transaction Auction Settlement Terms in respect of the relevant Reference Entity, provided that: (i) where both a Senior Auction and a Subordinated Auction are held in connection with an Auction in respect of such Reference Entity, the Issuer may in its sole and absolute discretion elect to apply the price determined pursuant to the Senior Auction where the Reference Obligation in respect of the Affected Reference Entity is specified as a "Sub" or "Subordinated" Reference Obligation; and (ii) if the Credit Event is a Restructuring, the Calculation Agent shall select which of the Transaction Auction Settlement Terms shall apply in a commercially reasonable manner in accordance with then current market practice by reference to the Redemption Date of the Notes;

**"Auction Final Price Determination Date"** has the meaning set forth in the Transaction Auction Settlement Terms;

**"Auction Settlement Date"** means the date that is the number of Business Days specified in the Transaction Auction Settlement Terms (or, if a number of Business Days is not so specified, five Business Days) immediately following the Auction

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Final Price Determination Date.

**"CDDC Rules"** means the Credit Derivatives Determinations Committees Rules, as amended from time to time in accordance with the terms thereof. A copy of the Rules is available at [www.isda.org/credit](http://www.isda.org/credit);

**"Conditions to Settlement"** means in addition to the provisions of the "Conditions to Settlement" definition in the Programme Memorandum and those Specified, the Conditions to Settlement shall be deemed to be satisfied by the occurrence of an Event Determination Date to the extent that such Event Determination Date is not subsequently reversed prior to the Auction Final Price Determination Date, a Valuation Date, the Cash Settlement Date or the Early Redemption Date, as applicable;

**"Credit Derivatives Auction Settlement Terms"** means any Credit Derivatives Auction Settlement Terms published by ISDA, in accordance with the CDDC Rules, a copy of which will be published by ISDA on its website from time to time and may be amended from time to time in accordance with the CDDC Rules. A form of the Credit Derivatives Auction Settlement Terms is available at [www.isda.org/credit](http://www.isda.org/credit);

**"Credit Derivatives Determinations Committees"** means the committees established by ISDA for purposes of reaching certain DC Resolutions in connection with credit derivative transactions, as more fully described in the CDDC Rules;

**"Credit Event Backstop Date"** means (a) for purposes of any event that constitutes a Credit Event, the date that is 60 calendar days prior to the Credit Event Resolution Request Date or (b) otherwise, the date that is 60 calendar days prior to the earlier of (i) the first date on which both the Credit Event Notice and, if "Notice of Publicly Available Information" is specified as a Condition to Settlement, the Notice of Publicly Available Information are delivered by the Issuer and are effective during the Notice Delivery Period and (ii) in circumstances where (A) the conditions to convening a Credit Derivatives Determinations Committee to Resolve such matters are satisfied in accordance with the CDDC Rules, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters and (C) the Credit Event Notice and, if "Notice of Publicly Available Information" is specified as a Condition to Settlement, the Notice of Publicly Available Information are delivered by the Issuer to the Issue

and Paying Agent and are effective no more than fourteen calendar days after the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters, the Credit Event Resolution Request Date. The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

**"Credit Event Notice"** means an irrevocable notice from the Issuer to the Noteholder that describes a Credit Event that occurred on or after the Credit Event Backstop Date and on or before the later of (a) the Scheduled Redemption Date, and (b) the Grace Period Extension Date if (i) Grace Period Extension is Specified as applicable, (ii) the Credit Event that is the subject of the Credit Event Notice is a Failure to Pay that occurred after the Scheduled Redemption Date; and (iii) the Potential Failure to Pay with respect to such Failure to Pay occurred on or prior to the Scheduled Redemption Date; provided that no such notice shall be effective unless it contains a description of the facts relevant to the determination that the Credit Event has occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date that the Credit Event Notice is effective;

**"Credit Event Resolution Request Date"** means, with respect to a notice to ISDA, delivered in accordance with the CDDC Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

- (a) whether an event that constitutes a Credit Event for purposes of the Notes has occurred with respect to the relevant Reference Entity or Obligation thereof; and
- (b) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the first date on which such notice was effective and on which the relevant Credit Derivatives Determinations Committee was in possession, in accordance with the CDDC Rules, of Publicly Available Information with respect to the DC Resolutions referred to in (a) and (b) above;

**"DC Credit Event Announcement"** means, with

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respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved that (a) an event that constitutes a Credit Event for purposes of the relevant Series has occurred with respect to such Reference Entity (or an Obligation thereof) and (b) such event occurred on or after the Credit Event Backstop Date. A DC Credit Event Announcement will be deemed not to have occurred unless (i) the Credit Event Resolution Request Date with respect to such Credit Event occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Issue Date) and (ii) the Issue Date occurs on or prior to the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is 21 calendar days following the No Auction Announcement Date, if any, as applicable;

**"DC No Credit Event Announcement"** means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, that the event that is the subject of the notice to ISDA resulting in the occurrence of such Credit Event Resolution Request Date does not constitute a Credit Event for purposes of the relevant Series with respect to such Reference Entity (or an Obligation thereof);

**"DC Party"** has the meaning given to that term in the CDDC Rules;

**"DC Resolution"** has the meaning given to that term in the CDDC Rules;

**"Event Determination Date"** means:

- (a) The first date on which both the Credit Event Notice and the Notice of Publicly Available Information (if applicable) are effective during either:
  - (i) the Notice Delivery Period; or
  - (ii) the period (I) from, and including, the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in paragraphs (a) and (b) of the

"Credit Event Resolution Request Date" definition (II) to, and including, the date that is 14 calendar days thereafter, provided that a Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Issue Date),

provided however that:

- (i) the Issuer shall not deliver a Credit Event Notice if, prior to the date of delivery, a DC No Credit Event Announcement has occurred; and
- (ii) if a DC Credit Event Announcement occurs, the Issuer may elect that the Event Determination Date be the Credit Event Resolution Request Date.

(b) No Event Determination Date will occur, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, prior to the Auction Final Price Determination Date, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date), or the Early Redemption Date, as applicable, a DC No Credit Event Announcement Date occurs with respect to the relevant Reference Entity or Obligation thereof.

(c) If, in accordance with the provisions above, (i) following the determination of an Event Determination Date such Event Determination Date is deemed (A) to have occurred on a date that is different from the date that was originally determined to be the Event Determination Date or (B) not to have occurred or (ii) an Event Determination Date is deemed to have occurred prior to a preceding Interest Payment Date, the Calculation Agent will determine (I) the adjustment payment, if any, that is payable to reflect any change that may be necessary to the amounts previously calculated and/or paid in respect of the Notes and (II) the date in which such adjustment payment is payable, if any. For the avoidance of doubt, no accruals of interest shall be taken into

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account when calculating any such adjustment payment;

**"Fallback Settlement Method"** means, with respect to a Series of Notes for which "Auction Settlement" is Specified as the Settlement Method, if "Physical Settlement" is Specified as the Fallback Settlement Method, Physical Settlement, otherwise Cash Settlement;

**"No Auction Announcement Date"** means, with respect to a Credit Event, the date on which ISDA first publicly announces that (a) no Transaction Auction Settlement Terms will be published will be held with respect to such Reference Entity and Credit Event following a prior public announcement by ISDA to the contrary, (b) following the occurrence of a Restructuring only, no Credit Derivatives Auction Settlement Terms will be published with respect to such Reference Entity and Restructuring or (c) the relevant Credit Derivatives Determinations Committee has Resolved that an Auction will be held but in respect of a different Credit Event, Reference Entity or Deliverable Obligations as are applicable to the relevant Series;

**"Resolve"** has the meaning given to that term in the CDDC Rules, and "Resolved" and "Resolves" shall be interpreted accordingly;

**"Restructuring"** means (A) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of the Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation, and such event is not expressly provided for under the terms of such Obligation in effect as of the later of (i) the Credit Event Backstop Date and (ii) the date as of which such Obligation is issued or incurred:

- (a) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;
- (b) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;
- (c) a postponement or other deferral of a date or dates for either (A) the payment or

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accrual of interest or (B) the payment of principal or premium;

- (d) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
- (e) any change in the currency or composition of any payment of interest or principal to any currency which is not a Permitted Currency.

Provided that (B), none of the following shall constitute a Restructuring:

- (i) the payment in euros of interest or principal in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
- (ii) the occurrence of, agreement to or announcement of any of the events described in (a)-(e) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
- (iii) the occurrence of, agreement to or announcement of any of the events described in (a)-(e) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity.

For purposes of this definition, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the applicable Final Terms, as provider of any Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in "(A)" of this definition and the Definition of Subordination shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in "(B)" of this definition shall continue to refer to the Reference Entity.

**"Senior Auction"** means an Auction in respect of one or more Obligations of the relevant Reference Entity specified as "Senior" pursuant to such Auction;



	<p><b>"Subordinated Auction"</b> means an Auction in respect to of one or more Obligations of the relevant Reference Entity specified as "Subordinated" or "Sub" pursuant to such Auction;</p> <p><b>"Transaction Auction Settlement Terms"</b> means the Credit Derivatives Auction Settlement Terms applicable to the relevant Reference Entity and Reference Obligation; and</p> <p><b>"Valuation Date"</b> means (a) if "Single Valuation Date" is Specified, the date that is the Specified number of Business Days after satisfaction of all Conditions to Settlement (or, if "Cash Settlement" is applicable as Fallback Settlement Method, after any Auction Cancellation Date or any No Auction Announcement Date, if later) or, if the number of Business Days is not Specified, 5 (five) Business Days, and (b) if "Multiple Valuation Dates" is Specified, each of the following dates:</p> <ul style="list-style-type: none"> <li>(i) the date that is the Specified number of Business Days after satisfaction of all Conditions to Settlement (or, if the number of Business Days is not so Specified, 5 (five) Business Days); and</li> <li>(ii) each successive date that is the Specified number of Business Days (or, if the number of Business Days is not so Specified, 5 (five) Business Days) after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.</li> </ul> <p>When "Multiple Valuation Dates" is Specified, the total number of Valuation Dates shall be equal to the number of Valuation Dates Specified (or, if the number of Valuation Dates is not so Specified, 5 (five) Valuation Dates).</p> <p>If neither "Single Valuation Date" nor "Multiple Valuation Dates" is Specified, "Single Valuation Date" shall be deemed to be Specified.</p>
<p>42. Risks associated with settlement of a Credit Event using an Auction Protocol:</p>	<p>If "Auction Settlement" is applicable then the amounts payable by and/or rights and obligations of the parties under such Note in respect of the relevant Reference Entity or Reference Obligation may be determined in accordance with the Auction Final Price. The Noteholder takes the risk that where a Final Price is determined in accordance with an Auction, this may result in a lower recovery value than a Reference Entity or Reference Obligation would have if such Auction Final Price had not been used. Also, the Issuer may have a conflict of interest</p>

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	<p>to the extent that it participates in any auction or other process used to determine the Credit Event under the Auction Protocol and is under no obligation to consider the interests of Noteholders when so acting.</p> <p>If Auction Settlement is applicable with respect to any Note but the Credit Derivatives Determinations Committee does not decide to conduct an Auction with respect to obligations of the relevant Reference Entity satisfying the relevant characteristics as set out in the Applicable Pricing Supplement, then the Fallback Settlement Method shall apply. In such circumstances, either the Final Price will be determined pursuant to the Valuation Method or the Issuer will Deliver to Noteholders the Relevant Portion of the Portfolio.</p>
<p>43. Credit Derivatives Definitions and Credit Derivatives Determinations Committee:</p>	<p>The Conditions of the Notes do not incorporate by reference the definitions and provisions of the 2003 ISDA Credit Derivatives Definitions (the "Credit Derivatives Definitions") and there may be differences between the definitions used in the Conditions of the Notes and the Credit Derivatives Definitions. Consequently, investing in the Notes is not exactly equivalent to investing in a credit default swap that incorporates the Credit Derivatives Definitions.</p> <p>While ISDA has published and supplemented the Credit Derivatives Definitions in order to facilitate transactions and promote uniformity in the credit derivative market, the credit derivative market has evolved over time and is expected to continue to change. Consequently, the Credit Derivatives Definitions and the terms applied to credit derivatives, including the Notes, are subject to interpretation and further evolution. Past events have shown that the views of market participants may differ as to how the Credit Derivatives Definitions operate or should operate. As a result of the continued evolution in the market, interpretation of the Notes may differ in the future because of future market standards. Such a result may have a negative impact on the Notes.</p> <p>There can be no assurances that changes to the terms applicable to credit derivatives generally will be predictable or favourable to the Issuer or Noteholders. Future amendments or supplements to the terms applicable to credit derivatives generally will only apply to Notes that have already been issued if the Issuer and the Noteholders agree to amend the Notes to incorporate such amendments or supplements and other conditions to amending the Notes have been met.</p>

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	<p>Credit Derivatives Determinations Committees were established pursuant to the March 2009 Supplement or the July 2009 Supplement to the 2003 ISDA Credit Derivatives Definitions to make determinations that are relevant to the majority of the credit derivatives market and to promote transparency and consistency. Further information about the Credit Derivatives Determinations Committee may be found at <a href="http://www.isda.org/credit">www.isda.org/credit</a>.</p> <p>Whether or not a Credit Event or Succession Event has occurred, and certain decisions relating thereto, may be dependent on determinations made by the Credit Derivatives Determinations Committee. In certain circumstances, determinations made by the Calculation Agent may be overridden by subsequent determinations made by the Credit Derivatives Determinations Committee. If the Issuer delivers a Credit Event Notice or Succession Event Notice to a Noteholder, such Noteholder should be aware that such notice may be superseded by a determination of the Credit Derivatives Determinations Committee.</p>
<p>44. With respect to the Credit Derivatives Determinations Committees, each Noteholder and the Issuer is deemed to agree:</p>	<p>(a) that no DC Party and no legal counsel or other third-party professional hired by a DC Party in connection with such DC Party's performance of its respective duties under the CDDC Rules and/or any Credit Derivatives Auction Settlement Terms, as applicable, shall be liable, whether for negligence or otherwise, to the Issuer, Guarantor or any Noteholder for any form of damages, whether direct, indirect, special, consequential or otherwise, that might arise in connection with such DC Party's performance of its duties, or any advice given by legal counsel or any other third-party professional hired by such DC Party in connection with such DC Party's performance of its respective duties, under the CDDC Rules and/or any Credit Derivatives Auction Settlement Terms, as applicable, except in the case of fraud or wilful misconduct on the part of such DC Party, legal counsel or other third-party professional, as applicable; provided that, notwithstanding the foregoing, legal counsel or any other third-party professional hired by a DC Party in connection with such DC Party's performance of its duties under the CDDC Rules and/or any Credit Derivatives Auction Settlement Terms, as applicable, may be still be liable to such DC Party;</p> <p>(b) to waive any claim, whether for negligence or otherwise, that may arise against a DC Party and any legal counsel or other third-party professional hired by such DC Party in connection with such DC Party's performance</p>

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of its duties under the CDDC Rules, except in the case of fraud or wilful misconduct on the part of such DC Party, legal counsel or other third-party professional, as applicable; provided that, notwithstanding the foregoing, legal counsel or any other third-party professional hired by a DC Party in connection with such DC Party's performance of its duties under the CDDC Rules and/or any Credit Derivatives Auction Settlement Terms, as applicable, may be still be liable to such DC Party;

(c) unless otherwise Specified, any DC Resolution of the relevant Credit Derivatives Determinations Committee that is applicable to the Notes shall be binding on it:

(i) until such time as ISDA publicly announces that such DC Resolution has been reversed by a subsequent DC Resolution of the relevant Credit Derivatives Determinations Committee, if any, (subject to (c)(ii) below); and/or

(ii) unless the effect of such DC Resolution would be the reverse a prior DC Resolution of the relevant Credit Derivatives Determinations Committee, any prior determination by the Calculation Agent or determination that an Event Determination Date has occurred, applicable:

(A) that has resulted in the identification of one or more Successors;

(B) that has resulted in the identification of one or more Substitute Reference Obligations; or

(C) that has resulted in the occurrence of an Auction Final Price Determination Date or Physical Settlement Date, as applicable, or to the extent that a Valuation Date or Delivery Date, as applicable, has occurred, in each case, on or prior to the date that ISDA publicly announces such DC Resolution of the relevant Credit Derivatives Determinations Committee);

(iii) notwithstanding the fact that:

(A) these Credit Linked Conditions may require such

	<p>determination to be made by the Calculation Agent; or</p> <p>(B) in order to reach such DC Resolution, the relevant Credit Derivatives Determinations Committee may be required to Resolve one or more factual matters before being able to reach such DC Resolution; and</p> <p>(iv) notwithstanding any actual or perceived conflict of interest on the part of a DC Party, legal counsel or other third-party professional hired by such DC Party in connection with such DC Party's performance of its duties under the CDDC Rules;</p> <p>(v) that no DC Party is (A) under any obligation to research, investigate, supplement, or verify the veracity of, any information on which the relevant Credit Derivatives Determinations Committee bases its decision and (B) acting as a fiduciary for, or as an advisor to, any Noteholder in connection with the Notes; and</p> <p>(vi) that, in reaching any DC Resolution, the relevant Credit Derivatives Determinations Committee shall be under no requirement to consult with, or individually notify, any Noteholder, notwithstanding any provision of these Credit Linked Conditions to the contrary.</p> <p>(vii) Each Noteholder and the Issuer shall be deemed to acknowledge the disclaimers set out in Section 5.1(B) of the CDDC Rules on the Issue Date. A copy of the CDDC Rules is available at <a href="http://www.isda.org/credit">www.isda.org/credit</a>.</p>
<p>45. Tax Redemption Amount:</p>	<p>The then Outstanding Aggregate Principal Amount of the Notes, plus interest accrued at a rate equal to the sum of the Reference Rate and the Margin, in respect of the period from and including the preceding Interest Payment Date (or if no Interest Payment Date has occurred, the Issue Date) to but excluding the Tax Redemption Date; less (i) Hedging Costs (as defined above) and (ii) CDS Unwind Gains/Losses, as determined by the Calculation Agent which are incurred (or expected to be incurred) by (or on behalf of) the Issuer in connection with the early redemption or cancellation of the Notes.</p> <p>Where:</p>

	<p><b>"CDS Unwind Gains/Losses"</b> means any gains/losses incurred by the Issuer in terminating any related credit default swap entered into by it in connection with the Notes. Such CDS Unwind Gains/Losses will be determined by the Calculation Agent in a commercially reasonable manner in accordance with the Market Value definition.</p>
46. Optional Early Redemption by the Issuer and, if applicable:	Not Applicable
47. Optional Early Redemption by Noteholders	Applicable
Optional Early Redemption Date	Any Business Day prior to the occurrence of either (i) an Event Determination Date or (ii) the Scheduled Redemption Date.
Optional Early Redemption Amount and method, if any, of calculation of such amount	<p>The then Outstanding Aggregate Principal Amount of the Notes, plus interest accrued at a rate equal to the sum of the Reference Rate and the Margin, in respect of the period from and including the preceding Interest Payment Date (or if no Interest Payment Date has occurred, the Issue Date) to but excluding the Optional Early Redemption Date; less (i) Hedging Costs (as defined above) and (ii) CDS Unwind Gains/Losses, as determined by the Calculation Agent which are incurred (or expected to be incurred) by (or on behalf of) the Issuer in connection with the early redemption or cancellation of the Notes.</p> <p><b>Where:</b></p> <p><b>"CDS Unwind Gains/Losses"</b> means any gains/losses incurred by the Issuer in terminating any related credit default swap entered into by it in connection with the Notes. Such CDS Unwind Gains/Losses will be determined by the Calculation Agent in a commercially reasonable manner in accordance with the Market Value definition.</p>
48. Substitution of the Reference Entity and the Reference Obligation at the option of the Noteholder following the occurrence of a Substitution Event:	<p>(a) If a Substitution Event occurs prior to the occurrence of either (i) an Event Determination Date or (ii) the Scheduled Redemption Date, a Noteholder has the option to require the Issuer to substitute the Reference Entity and the Reference Obligation in accordance with, and subject to, the provisions below (the <b>"Substitution Option"</b>);</p> <p>(b) In the event of the Noteholder exercising its Substitution Option, a Noteholder must deliver irrevocable written notice (the <b>"Substitution Notice"</b>) to the Issuer and the</p>

	<p>Calculation Agent. Such Substitution Notice will be valid if:</p> <ul style="list-style-type: none"> <li>(i) it is delivered to the Calculation Agent Address (as defined below) in accordance with Condition 17 of the Notes, at least fifteen (15) days but not more than thirty (30) days prior to the Substitution Date;</li> <li>(ii) it specifies that a Substitution Event has occurred and confirms that the Noteholder wishes to exercise the Substitution Option on the Substitution Date;</li> <li>(iii) it contains a description of the facts relevant to the determination that a Substitution Event has occurred;</li> <li>(iv) it is delivered to the Issuer within thirty (30) days of the Substitution Event first being published by a Public Source (either a Standard International or Standard South African Public Source will qualify); and</li> <li>(v) it is delivered to the Issuer prior to the occurrence of either (i) an Event Determination Date or (ii) the Scheduled Redemption Date;</li> </ul> <p>(c) On and with effect from the Substitution Date:</p> <ul style="list-style-type: none"> <li>(i) the Reference Entity will be substituted with the New Reference Entity;</li> <li>(ii) the Reference Obligation will be substituted with the New Reference Obligation;</li> <li>(iii) the Margin referred to in paragraph 12 of this Applicable Pricing Supplement will be amended to be 1.70 per cent. per annum;</li> <li>(iv) the Credit Events under paragraph 36 of this Applicable Pricing Supplement will be amended to be as follows: <ul style="list-style-type: none"> <li>Failure to Pay</li> <li>Grace Period Extension: Applicable</li> <li>Obligation Acceleration</li> </ul> </li> </ul>
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*[Handwritten initials]*

Repudiation/Moratorium

Restructuring

Multiple Holder Obligation: Not Applicable

(v) the Obligation Category and Deliverable Obligation Category under paragraph 36 of this Applicable Pricing Supplement will be amended to be as follows:

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(vi) the Noteholder and the Issuer will enter into a written amendment agreement to this Applicable Pricing Supplement which amendment agreement will record the amendments in (c)(i) through (c)(v) above.

**Where:**

**"Change in Control Event"** will occur if at any time the Government of the Republic of South Africa ceases to own, directly or indirectly, more than 50 per cent. of the issued share capital of the Reference Entity or ceases to control, directly or indirectly, the Reference Entity. For the purpose of this definition, the Government of the Republic of South Africa will be deemed to "control" the Reference Entity if (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract, trust or otherwise) it has the power to appoint and/or remove all or the majority of the members of the Board of Directors or other governing body of the Reference Entity or otherwise controls, or has the power to control, the affairs and policies of the Reference Entity.

**"New Reference Entity"** means the Government of the Republic of South Africa;

**"New Reference Obligation"** means, in respect of the Reference Entity (i) the obligation identified as follows or any Substitute Reference Obligation in respect thereof:

Primary Obligor: Government of the Republic of South Africa

Maturity: 2nd June 2014

Coupon: 6.50%

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	<p>CUSIP/ISIN: US836205AJ33,</p> <p>and; (ii) one or more obligations of such Reference Entity that would constitute an Obligation. The Issuer may select the Reference Obligation of the Reference Entity at any time on or before the Valuation Date.</p> <p><b>"Substitution Date"</b> means the Business Day specified in a valid Substitution Notice (for the avoidance of doubt a Substitution Notice specifying a Substitution Date occurring on or after the Scheduled Redemption Date shall be invalid);</p> <p><b>"Substitution Event"</b> shall occur if a Change in Control Event occurs in respect of the Reference Entity.</p>
<p>49. Default Redemption Amount:</p>	<p>An amount determined by the Calculation Agent in a commercially reasonable manner as the then outstanding Aggregate Principal Amount of the Notes, plus interest accrued at a rate equal to the sum of the Reference Rate and the Margin, in respect of the period from and including the preceding Interest Payment Date (or if no Interest Payment Date has occurred, the Issue Date) to but excluding the date that the Default Redemption Amount has been paid in full. For the purposes of these Notes Condition 15.1.1 of the General Terms and Conditions of the Notes will be deleted in its entirety and replaced with the following:</p> <p>"The failure by the Issuer to pay within 15 Business Days following receipt by the Calculation Agent of notice in writing referencing the Notes from a Noteholder requiring such failure to be remedied. Such notice shall be valid if delivered by hand or sent by prepaid registered post to the Calculation Agent at the following address:</p> <p>Absa Capital  C/O Head of Legal  15 Alice Lane  Sandton, 2196  Gauteng  South Africa."  (the "Calculation Agent Address")</p>
<p><b>GENERAL</b></p>	
<p>50. Form of Notes:</p>	<p>Registered</p>
<p>51. Status of Notes:</p>	<p>Senior</p>

*[Handwritten initials]*

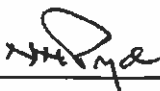
52. Financial Exchange:	JSE Limited
53. ISIN:	ZAG000099078
54. Stock Code:	ACL185


The Applicant Issuer certifies that to the best of their knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that the Placing Document contains all information required by law and the JSE Listings Requirements, The Applicant Issuer accepts full responsibility for the accuracy of the information contained in the Placing Document, Pricing Supplements and the annual financial report, the amendments to the annual financial report or any supplements from time to time, except as otherwise stated therein.

The JSE takes no responsibility for the contents of the Placing Document, Pricing Supplements, or the annual report (as amended or restated from time to time) or the amendments to the annual report, 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 Placing Document, Pricing Supplements, or the annual report (as amended or restated from time to time) or the amendments to the annual report. The Applicant Issuer shall accept full responsibility for the accuracy of the information contained in the Placing Document Pricing Supplements, and the annual report or the amendments to the annual report, except as otherwise stated therein.

Signed at ABSA CAPITAL on 14 AUGUST 2012

For and on behalf of **ABSA BANK LIMITED**  
represented by:

  
\_\_\_\_\_  
who warrants his/her authority hereto

 TESOLO MOLEFE  
\_\_\_\_\_  
who warrants his/her authority hereto