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**APPLICABLE PRICING SUPPLEMENT**

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**ABSA BANK LIMITED**

*(incorporated in the Republic of South Africa with limited liability with company registration number 1986/004794/06)*

**Issue of ZAR250,000,000.00 Series 6 Credit Linked Notes due June 2021**

**under its ZAR40,000,000,000 Master Structured Note Programme approved by the JSE Limited**

**and the Stock Exchange of Mauritius Limited**

This Applicable Pricing Supplement must be read in conjunction with the Master Programme Memorandum and the Applicable Product Supplement for 2014 Credit Linked Notes, all dated on or about 27 October 2015 and approved by the JSE Limited on or about 9 October 2015, prepared by Absa Bank Limited in connection with the Absa Bank Limited ZAR40,000,000,000 Master Structured Note Programme, as amended and/or supplemented from time to time (the “**Master Programme Memorandum**”) and the Applicable Product Supplement, dated on or about 27 October 2015, as amended and/or supplemented from time to time (the “**Applicable Product Supplement**”).

Any capitalised terms not defined in this Applicable Pricing Supplement have the meanings ascribed to them in Section II-A of the Master Programme Memorandum headed “*Terms and Conditions of the Notes*”, as amended by the Applicable Product Supplement.

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 replaced, amended and/or supplemented by the Applicable Product Supplement and/or this Applicable Pricing Supplement. To the extent that there is any conflict or inconsistency between the provisions of this Applicable Pricing Supplement and the provisions of the Master Programme

Memorandum and/or the Applicable Product Supplement, the provisions of this Applicable Pricing Supplement will prevail for purposes of these Notes.

This Applicable Pricing Supplement supersedes any previous pricing supplement, confirmation, term sheet or other communication with respect to the Notes referred to below.

**DESCRIPTION OF THE NOTES**

1. Issuer	Absa Bank Limited (“ <b>Absa</b> ”)
2. Applicable Product Supplement	The 2014 Credit Linked Note Applicable Product Supplement contained in Section IV-B of the Master Programme Memorandum is applicable in respect of the Notes.
3. Status of the Notes	Unsubordinated and Unsecured. (The default status of the Notes under the Master Structured Note Programme is ‘unsubordinated and unsecured’ per Condition 5 (Status of Notes) of the Master Programme Memorandum.)
4. Listing	Listed Notes
5. Issuance Currency	ZAR (South Africa Rand)
6. Series Number	2016-51
7. Tranche Number	ASN165
8. Aggregate Nominal Amount:	ZAR250,000,000.00 Subject to the occurrence of one or more Relevant Event Determination Dates in respect of any of the Reference Entities during the Notice Delivery Period, whereupon the Aggregate Nominal Amount will be reduced to reflect the redemption (as described in paragraph 31 ( <i>Redemption following the occurrence of Credit Events</i> ) below) of such amount of the Notes equal to the sum of the Reference Entity Nominal Amounts in respect of each Reference Entity in respect of which a Relevant Event Determination Date has occurred, less the Swap Costs Difference (if any and as defined in paragraph 23 below)), as determined by the Calculation Agent in its sole and absolute discretion.
(a) Series	ZAR250,000,000.00
(b) Tranche	ZAR250,000,000.00
9. Reference Entity Nominal Amount	Means an amount of the Notes expressed in ZAR related to a Reference Entity in respect of which a Relevant Event Determination Date has

	occurred, calculated as follows: Reference Entity Weighting of the relevant Reference Entity multiplied by ZAR250,000,000.00.
10. Interest	Interest-bearing
11. Interest Payment Basis	Floating Rate Notes
12. Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another	Not Applicable
13. Form of Notes	Registered Listed Notes: The Notes in this Tranche will be issued in uncertificated form and held by the CSD.
14. Issue Date	29 September 2016
15. Trade Date	22 September 2016
16. Specified Denomination	ZAR 1,000.00
17. Issue Price	100%
18. Interest Commencement Date	Issue Date
19. Maturity Date	20 June 2021
20. Applicable Business Day Convention	Following Business Day Convention
21. Definition of Business Day (if different from that set out in Glossary of Terms )	Not Applicable
22. Final Redemption Amount	Means: (a) Subject to (b) below. The amount determined by the Calculation Agent in its sole and absolute discretion as the Aggregate Nominal Amount of the Notes outstanding (if any) at the Maturity Date; and (b) The Notes will be redeemed on the Maturity Date at the Final Redemption Amount determined by the Calculation Agent in accordance with (a) above unless: (i) The Notes have been previously

	<p>redeemed in whole and cancelled or are redeemable due to any taxation reasons, due to Change in Law, on an Event of Default (if required) or optional early redemption (however described) occurring on or before the Maturity Date; or</p> <p>(ii) Grace Period Extension is Specified as applicable and a Potential Failure to Pay has occurred in respect of one or more of the Reference Entities on or prior to the Maturity Date. If such Potential Failure to Pay has occurred in respect of one or more of the Reference Entities, the Notes will be redeemed on the first Business Day after expiry of the relevant latest Notice Delivery Period at its Final Redemption Amount, unless on or before the Grace Period Extension Date a Credit Event occurs in respect of one or more of the Reference Entities which is a Failure to Pay and the Conditions to Settlement are fulfilled during the Notice Delivery Period. In such circumstances the Notes will be redeemed by payment of final outstanding Aggregate Nominal Amount determined by the Calculation Agent together with Physical Settlement in respect of any Reference Entities suffering a Failure to Pay Credit Event after the Maturity Date.</p>
<p>23. Swap Costs:</p>	<p>The definition of "Swap Costs" in Condition 15.15 of the Credit Linked Conditions shall be deleted and replaced with the following definition for the purposes of the Notes:</p>

		<p><b>“Swap Costs”</b> means, in respect of the Notes, an amount determined by the Calculation Agent in a commercially reasonable manner equal to any expense, loss or costs (in which case expressed as a positive number) or gain (in which case expressed as a negative number) incurred (or expected to be incurred) by or on behalf of the Issuer as a result of its terminating, liquidating, modifying, obtaining or re-establishing any hedge term deposit, related interest rate, currency or basis swap position, or funding arrangements entered into by it (including with its internal treasury function) specifically in connection with the Notes.</p>
24.	Last Date to Register	11 calendar days before each Interest Payment Date, i.e. each 9 March, 9 June, 9 September and 9 December of each calendar year during the period commencing on the Issue Date and ending on the Maturity Date.
25.	Books Closed Period(s)	The Register will be closed from 10 calendar days before each Interest Payment Date to each Floating Interest Payment Date i.e. from 10 June to 20 June, 10 September to 20 September, 10 December to 20 December and from 10 March to 20 March (all dates inclusive) in each calendar year during the period commencing on the Issue Date and ending on the Maturity Date.
26.	Value of aggregate Nominal Amount of all Notes issued under the Structured Note Programme as at the Issue Date	ZAR12,907,910,048.96
<b>FLOATING RATE NOTES</b>		
27.	(a) Floating Interest Payment Date(s)	The 20 March, 20 June, 20 September and 20 December in each calendar year, commencing on 20 December 2016 and ending on the Maturity Date, each such day being subject to adjustment in accordance with the Following Business Day Convention.
	(b) Minimum Interest Rate	Not Applicable

(c) Maximum Interest Rate	Not Applicable
(d) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)	<p>Day Count Fraction is Act/365.</p> <p>The Calculation Agent will calculate and determine the Interest Amount payable in respect of the Notes on each Interest Payment Date by multiplying the Interest Rate (Reference Rate plus Margin) by the outstanding Aggregate Nominal Amount of the Notes on the relevant Interest Payment Date and multiplying such amount by the Day Count Fraction and rounding the resultant figure to the nearest cent, half a cent being rounded downwards.</p> <p>Provided that, if a Potential Failure to Pay has occurred in respect of one or more of the Reference Entities on or before an Interest Payment Date, the outstanding Aggregate Nominal Amount of the Notes on such Interest Payment Date will be determined by the Calculation Agent without regard to the Reference Entity Weighting of the Reference Entity in respect of which the Potential Failure to Pay has occurred. If no subsequent Failure to Pay Credit Event occurs in respect of any such Reference Entity prior to the next following Interest Payment Date, the Calculation Agent will increase the Interest Amount on such Interest Payment Date by the amount withheld on the previous Interest Payment Date.</p>
(e) Manner in which the Interest Rate is to be determined	Screen Rate Determination
(f) Margin	260 basis points to be added to the relevant Reference Rate
(h) If Screen Determination:	
(i) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated)	ZAR-JIBAR-SAFEX (3 months)
(ii) Interest Rate	Each 20 of March, June, September and

Determination Date(s)	December of each calendar year, commencing on the Issue Date and ending on 20 March 2021, each such day being subject to adjustment in accordance with the Following Business Day Convention.
(iii) Relevant Screen Page and Reference Code	Reuters RIC <SFX3MYLD> on Reuters Page "SAFEY" (Page number ZA01209)
(i) If Interest Rate to be calculated otherwise than Screen Determination, insert basis for determining Interest Rate/Margin/ Fallback provisions	Not Applicable
(j) Calculation Agent responsible for calculating amount of principal and interest	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof
(k) Interest Expiration Date:	If a Relevant Event Determination Date occurs in respect of any of the Reference Entities during the Notice Delivery Period, interest will cease to accrue in respect of an amount of the Notes equal to the sum of the Reference Entity Nominal Amount and the Swap Costs Difference, if any, in respect of Relevant Event Determination Date and Reference Entity, as of the earlier to occur of the day prior to (a) the Interest Payment Date occurring on or immediately preceding the Relevant Event Determination Date and (b) the Maturity Date or, if no Interest Payment Date has occurred, the Issue Date, as applicable, such date being the Interest Expiration Date.
<b>CREDIT EVENT REDEMPTION</b>	
28. Type of Credit Linked Note	Portfolio CLN
29. Redemption at Maturity	Final Redemption Amount
30. Relevant Credit Event	Means the first Credit Event to occur with respect to each Reference Entity.
31. Redemption following the occurrence of Credit Events	Applicable. Partial redemption as described herein.



If a Relevant Credit Event occurs during the Notice Delivery Period in respect of one or more of the Reference Entities specified in the Reference Portfolio Annex, the Issuer's obligation in each case shall be to:

(i) redeem an amount of the Notes equal to the Reference Entity Nominal Amount of such Reference Entity/s by Delivery on the relevant Physical Settlement Date of the Deliverable Obligations Portfolio (as defined below) related to the relevant Reference Entity/s, and

(ii) delist an amount of the Notes equal to the sum of the Reference Entity Nominal Amount and the Swap Costs Difference (if any) related to the relevant Reference Entity/s in respect of which a Relevant Credit Event has occurred.

At the Maturity Date, the Issuer shall redeem the Notes remaining by payment of the Final Redemption Amount determined on the basis of the remaining outstanding Aggregate Nominal Amount at the Maturity Date.

Upon discharge by the Issuer of the Final Redemption Amount on the Maturity Date and Physical Settlement on any Physical Settlement Date or otherwise as provided herein, the Issuer's obligations in respect of the Notes shall be discharged.

The definition of "Deliverable Obligations Portfolio" contained in Condition 23.2 of the Credit Linked Conditions of the Notes shall be deleted and replaced with the following:

**"Deliverable Obligations Portfolio"** means, subject to Credit Linked Condition 10.1, in relation to each Reference Entity in respect of which a Relevant Credit Event has occurred, such Deliverable Obligations as may be selected by the Issuer with a Due and Payable Amount in an aggregate amount (excluding any accrued and unpaid interest) equal to:

(a) the Reference Entity Nominal Amount related to the relevant Reference Entity/s, as of the Relevant Event Determination Date; **less**

	<p>(b) a Due and Payable Amount of such Deliverable Obligations with a market value as determined by the Calculation Agent equal to the Settlement Expenses and Swap Costs.</p> <p>If the amount of the Deliverable Obligations Portfolio is a negative amount, no Deliverable Obligations will be required to be Delivered and the amount of the Deliverable Obligations Portfolio will be deemed to be zero, In addition, the Issuer shall, on or about the date the Issuer delists the relevant amount of the Notes in accordance with sub section (ii) of this paragraph above, reduce the Aggregate Nominal Amount of the Notes by an amount equal to the absolute value of such negative amount (such amount being the “<b>Swap Costs Difference</b>”). If an obligation by its terms represents or contemplates an obligation to pay an amount greater than the outstanding principal balance of such obligation as of the Delivery Date as a result of the occurrence or non-occurrence of an event or circumstance, the outstanding principal balance of such obligation shall not include any additional amount that would be payable upon the occurrence or non-occurrence of such event or circumstance.”</p>
32. Extension interest	Not Applicable
33. Reference Entities	<p>Each Reference Entity and Reference Entity Weighting as specified in the Reference Portfolio Annex.</p> <p>Each Reference Entity in respect of which a Relevant Credit Event occurs will subsequently be removed as a Reference Entity for the purposes of the Notes.</p>
34. Reference Obligation(s)	<p>In respect of each Reference Entity:</p> <p>(i) the obligation identified as per the Reference Portfolio Annex or any Substitute Reference Obligation in respect thereof; and</p> <p>(ii) one or more obligations of each such</p>

	Reference Entity that would constitute an Obligation or Deliverable Obligation. The Issuer may select the Reference Obligation of the Reference Entity at any time on or before the Physical Settlement Date.
35. Transaction Type	Not Applicable
36. All Guarantees	Applicable
37. Conditions to Settlement	Applicable Credit Event Notice: Applicable Notice of Physical Settlement: Applicable Notice of Publicly Available Information: Applicable Public Sources of Publicly Available Information: Not Applicable
38. Credit Events	The following Credit Event[s] shall apply: Bankruptcy Failure to Pay Grace Period Extension: Applicable. Payment Requirement: ZAR1,000,000.00 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Failure to Pay. Restructuring Default Requirement: ZAR10,000,000.00 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event. Obligation Acceleration Obligation Default Repudiation/Moratorium Multiple Holder Obligation: Not Applicable
39. Credit Event Accrued Interest	Not Applicable
40. Obligation(s)	Obligation means (i) the Reference Obligation of each Reference Entity as set out in the

	<p>Reference Portfolio Annex, or (ii) any obligation of a 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></p> <p>Bond or Loan</p> <p><b>Obligation Characteristics:</b></p> <p>Not Subordinated</p> <p>Specified Currency: ZAR</p>
41. Excluded Obligations (if any)	Not Domestic Currency and Not Domestic Law
42. Issuer CLN Settlement Option	Not applicable
43. CLN Settlement Method	Physical Settlement
44. Terms Relating to Physical Settlement:	
a) Physical Settlement Period	<p>Each period determined by the Calculation Agent as such.</p> <p>Exclude Accrued Interest.</p>
b) Deliverable Obligation(s)	<p>Deliverable Obligation means (i) the Reference Obligation of each Reference Entity as set out in the Reference Portfolio Annex, or (ii) any obligation of a 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></p> <p>Bond or Loan</p> <p><b>Deliverable Obligation Characteristics:</b></p> <p>Not Subordinated</p> <p>Specified Currency: ZAR</p>
c) Excluded Deliverable Obligations	Not Domestic Currency and Not Domestic Law
d) Partial Cash Settlement of	Not Applicable

Consent Required Loans		
e) Partial Cash Settlement of Assignable Loans Applicable		Not Applicable
f) Partial Cash Settlement of Participations Applicable		Not Applicable
g) Other terms relating to Physical Settlement (if any)	<p>Condition 6.9.1.1 of the Terms and Conditions of the Notes shall be deleted and replaced with the following:</p> <p>If “Cash Settlement” is deemed to apply pursuant to Credit Linked Condition 6.4 to Credit Linked Condition 6.8 (inclusive), the portion of the Deliverable Obligations Portfolio (as defined in paragraph 30 (<i>Redemption following the occurrence of Credit Events</i>) above) corresponding to the applicable Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation (each an “<b>Undeliverable Deliverable Obligation</b>”) shall not consist of such Undeliverable Deliverable Obligation, but shall consist of an amount equal to the Due and Payable Amount (or, the equivalent Currency Amount thereof) of such Undeliverable Deliverable Obligation multiplied by the Final Price with respect to such Undeliverable Deliverable Obligation</p>	
45. Additional Business Centre Delivery Method		Not Applicable
46. Other Provisions		Not Applicable
<b>PROVISIONS REGARDING REDEMPTION/MATURITY</b>		
47. Redemption at the option of the Issuer:		No

48.	Redemption at the Option of Noteholders:	No
49.	Early Redemption Amount(s) payable on redemption for taxation reasons, Change in Law or on Event of Default (if required).	Yes
	If yes:	
(a)	Amount payable; or	The Early Redemption Amount determined and calculated by the Calculation Agent in accordance with Condition 8.5 of the Terms and Conditions of the Notes
(b)	Method of calculation of amount payable	Not Applicable
<b>GENERAL</b>		
50.	Financial Exchange	JSE Limited t/a The Johannesburg Stock Exchange
51.	Calculation Agent	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
52.	Calculation Agent City	Johannesburg
53.	Paying Agent	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
54.	Specified office of the Paying Agent	15 Alice Lane Sandton 2196 Gauteng Republic of South Africa
55.	Transfer Agent	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
56.	Provisions relating to stabilisation	Not Applicable
57.	Stabilising manager	Not Applicable

58.	Additional selling restrictions	Not Applicable
59.	Issuer Rating on Issue Date:	Issuer Rating: Baa2 as assigned by Moody's on 10 March 2016 and to be reviewed by Moody's from time to time.
60.	Rating Agencies:	In accordance with Section 4.22 of the Debt Listing Requirements, the Issuer confirms that the Programme Amount has not been exceeded at the time of the issuing of the Notes.
61.	ISIN No.	ZAG000139676
62.	Stock Code	ASN165
63.	Method of distribution	Private Placement
64.	If syndicated, names of Managers	Not Applicable
65.	If non-syndicated, name of Dealer	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
66.	Governing law	The law of the Republic of South Africa
67.	Other Provisions	<p>Condition 9 titled "<i>Taxation</i>" in the section II-A of the Master Programme Memorandum titled "<i>Terms and Conditions of the Notes</i>" is amended in relation to this Tranche of Notes by (i) the replacement of the words after the dash in Condition 9.3 with the words "<i>provided that this exception shall only apply to that portion of the withholding or deduction which could lawfully have been so reduced</i>", (ii) the deletion of Condition 9.8 and (iii) the insertion of the the following additional paragraphs immediately after Condition 9.7:</p> <p>"9.8 where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC (or any other directive implementing the conclusions of the 2312<sup>th</sup> Economic and Financial Affairs Council (ECOFIN) meeting of 26 and 27 November 2000) on the taxation of savings income or</p>

	<p>any law implementing or complying with, or introduced in order to conform to, such directive; or</p> <p>9.9 held by or on behalf of a Noteholder in circumstances where such party could lawfully reduce the amount of taxation otherwise levied or leviable upon the principal or interest by virtue of any tax treaty or non-South African tax laws applicable to such Noteholder, whether by way of a tax credit, rebate deduction or reduction equal to all or part of the amount withheld or otherwise, and whether or not it is actually claimed and/or granted and/or allowed; or</p> <p>9.10 in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature which are payable otherwise than by withholding from payment of principal or interest, if any, with respect to such Note; or</p> <p>9.11 where any combination of the scenarios or occurrences contemplated in Conditions 9.1 to 9.10 above occurs.</p> <p>The Issuer is not liable for or otherwise obliged to pay any taxes that may arise as a result of the ownership, transfer or redemption of any Note.</p> <p>If the Issuer becomes subject generally at any time to any taxing jurisdiction, authority or agency other than or in addition to South Africa, references in Conditions 8.2 (<i>Redemption for Tax Reasons or due to a Change in Law</i>) and 9 (<i>Taxation</i>) to South Africa shall be read and construed as references to South Africa and/or to such other jurisdiction, authority or agency.”</p>
68. Debt Listing Requirements	In accordance with section 4.22 of the JSE Debt Listing Requirements, the Issuer hereby confirms that the Programme Amount has not been exceeded at the time of the issuing of the



	Notes.
69. Inward listing	N/A


**Responsibility:**

The Issuer certifies that to the best of its 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 this Applicable Pricing Supplement contains all information required by law and the JSE Listing Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in this Applicable Pricing Supplement and the annual financial report, the amendments to the annual financial report or any supplements from time to time, except as otherwise stated therein.

for and on behalf of

**ABSA BANK LIMITED**

DocuSigned by:



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Name: Diteboho Khumalo

Capacity: Principal

Date: 28-09-2016 | 00:45:37 AM PDT

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Name: Tebogo Molefe

Capacity: Principal

Date: 27-09-2016 | 03:50:15 AM PDT

**ANNEX I****Reference Portfolio Annex**

Reference Entity	Reference Entity Weighting	Specified Reference Obligation	
		Description (ISIN/CUSIP)	Senior or Subordinated (Blank if Senior)
ANGLO SA FINANCE LTD	5%	ZAG000093931	Senior
BARLOWORLD LTD	5%	ZAG000080706	Senior
BIDVEST LTD	5%	ZAG000069469	Senior
CLINDEB INVESTMENTS PTY LTD	5%	ZAG000113549	Senior
FIRSTRAND BANK LTD	5%	ZAG000076472	Senior
GROWTHPOINT PROPERTIES LTD	5%	ZAG000101825	Senior
IMPERIAL GROUP PTY LTD	5%	ZAG000080979	Senior
LIBERTY GROUP LTD	5%	ZAG000122250	Subordinated
MERCEDES BENZ SA PTY LTD	5%	ZAG000100108	Senior
MMI GROUP LTD	5%	ZAG000128505	Subordinated
MTN GROUP LTD	5%	ZAG000078619	Senior
NEDBANK LTD	5%	ZAG000071408	Senior
OLD MUTUAL LIFE ASSURANCE COMPANY (SOUTH AFRICA) LIMITED	5%	ZAG000124553	Subordinated
REDEFINE PROPERTIES LTD	5%	ZAG000103789	Senior
RESILIENT PROPERTY INCOME FUND LTD	5%	ZAG000113812	Senior
SAPPI SA LTD	5%	ZAG000104472	Senior
STANDARD BANK SA LTD	5%	ZAG000095548	Senior
STEINHOFF SERVICES LTD	5%	ZAG000096850	Senior
TELKOM SA SOC LTD	5%	ZAG000021528	Senior
TOYOTA FINANCIAL SERVICES SA LTD	5%	ZAG000114034	Senior