



FIRSTRAND

Bank Limited

(Registration Number 1929/001225/06)

(Incorporated with limited liability in the Republic of South Africa)

Issue of ZAR8,300,000 Credit Linked Notes with Scheduled Termination Date of 15 June 2016 Stock code FRC117

Under its ZAR30,000,000,000 Note Programme

This document constitutes the amended and restated Applicable Pricing Supplement dated 27 August 2014 (the “**Restatement Date**”) relating to the issue of the Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the “**Terms and Conditions**”) set forth in the Programme Memorandum dated 29 November 2011, as amended and updated from time to time (the “**Programme Memorandum**”). This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum. 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. Subject to as provided below, any capitalised terms not defined in this Applicable Pricing Supplement shall have the meaning ascribed to them in the Terms and Conditions. To the extent that certain provisions of the *pro forma* Pricing Supplement do not apply to the Notes described herein, they may be deleted in this Applicable Pricing Supplement or indicated to be not applicable.

THE NOTEHOLDERS ACKNOWLEDGE THAT NOTWITHSTANDING THE OCCURENCE OF THE CREDIT EVENT IN RESPECT OF THE REFERENCE ENTITY (THE CREDIT EVENT NOTICE DATED 11 AUGUST 2014 IN RESPECT OF WHICH HAS BEEN WITHDRAWN BY AGREEMENT BETWEEN THE ISSUER AND THE NOTEHOLDERS, AND WHICH SPECIFIC CREDIT EVENT, BY AGREEMENT BETWEEN THE NOTEHOLDERS AND THE ISSUER, MAY NOT BE AGAIN CITED AS A CREDIT EVENT FOR THE REMAINDER OF THE TERM OF THESE NOTES), THE NOTEHOLDERS UNDERSTAND THE TERMS OF THESE NOTES, THE RISK ASSOCIATED WITH THESE NOTES AND THE INHERENT RISKS RELATED TO CREDIT-LINKED NOTES GENERALLY. CREDIT-LINKED NOTES ARE COMPLEX FINANCIAL INSTRUMENTS. NOTEHOLDERS MUST SEEK THEIR OWN INDEPENDENT ADVICE IN EVALUATING HOW THE NOTES WILL PERFORM UNDER CHANGING CONDITIONS, THE RESULTING EFFECTS ON THE VALUE OF THE NOTES AND THE IMPACT THEIR INVESTMENT IN THE NOTES WILL HAVE ON THEIR OVERALL INVESTMENT PORTFOLIO.

Each Noteholder is fully responsible for making its own investment decisions as to whether the Notes (1) are fully consistent with its (or if it is acquiring the Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives and conditions, (2) comply and are fully consistent with all investment policies, guidelines and restrictions applicable to it (or its beneficiary) and (3) are a fit, proper and suitable investment for it (or its beneficiary).

Noteholders are deemed to have sufficient knowledge, experience and professional advice to make their own investment decisions, including, without limitation, their own legal, financial, tax, accounting, credit, regulatory and other business evaluation of the risks and merits of investment in the Notes. Noteholders should ensure that they fully understand the risks associated with investments of this nature which are intended to be sold only to sophisticated investors.

Noteholders should be aware that neither the Issuer nor any Dealer has any duty to conduct or accepts any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of the Reference Entity and its Obligations, Reference Obligations and Deliverable Obligations. Noteholders are solely responsible for making their own independent appraisal of and investigation into such matters. Noteholders may not rely on the views or advice of the Issuer for any information in relation to any person other than the Issuer itself.

Description of the Notes

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|-----|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Issuer: | FirstRand Bank Limited |
| 2. | Status of Notes: | Unsecured |
| 3. | Form of Notes: | Listed Registered Notes |
| 4. | Series Number: | 117 |
| 5. | Tranche Number: | 1 |
| 6. | Specified Currency of the Notes: | ZAR |
| 7. | Aggregate Nominal Amount: | |
| | (a) Series: | ZAR8,300,000 |
| | (b) Tranche: | ZAR8,300,000 |
| 8. | Nominal Amount per Note: | ZAR1,000,000 |
| 9. | Specified Denomination and number of Notes: | ZAR1,000,000 and 8 |
| 10. | Issue Date of the Notes: | 5 June 2012 |
| 11. | Issue Price of the Notes: | 100% (one hundred percent) of par |
| 12. | Relevant Stock Exchange: | Interest Rate Market of the JSE Limited |
| 13. | Integral multiples of Notes required for transfer: | N/A |
| 14. | Type of Notes: | Structured Notes |
| 15. | If Structured Notes: | |
| | (a) Type of Structured Notes: | Credit Linked Notes |
| | (b) Capital guarantee | No |
| 16. | Deposit Notes | No |
| 17. | Redemption/Payment Basis: | Redemption at par. |
| | | Should the Assumed Restructured Reference Obligation apply then the following provisions regarding redemption and payment of the Aggregate Nominal Amount and/or Interest will apply: |
| | | (a) Redemption at 90% of the Aggregate Nominal Amount outstanding of the Notes; and |
| | | (b) Payments of Interest will be calculated on 90% of the Aggregate Nominal Amount outstanding of the Notes. |
| 18. | Automatic/Optional Conversion from one Redemption/Payment Basis to another: | N/A |
| 19. | Partly Paid Note Provisions: | N/A |

Provisions relating to interest (if any) payable on the Note**20. General Interest Provisions**

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|-----|-------------------------------------------------------------------|--------------------|
| (a) | Interest payable on the Note: | Yes |
| (b) | Interest Basis: | Floating Rate Note |
| (c) | Automatic/Optional Conversion from one Interest Basis to another: | N/A |
| (d) | Interest Commencement Date: | Issue Date |

	(e) Default Rate:	N/A
21.	Fixed Rate Note Provisions:	N/A
22.	Floating Rate Note Provisions:	Applicable
	(a) Manner in which the Interest Rate(s) is to be determined:	Screen Rate Determination
	(b) If Screen Rate Determination:	
	– Reference Rate:	3 month JIBAR
	– Interest Determination Date(s):	The first day of each Interest Period
	– Relevant Screen Page and Reference Code:	SAFEY Page and ZAR-JIBAR-SAFEX
	– Relevant Time:	11:00am
	– Relevant Financial Centre:	Johannesburg
	(c) Margin:	189 basis points
	(d) Minimum Rate(s) of Interest:	N/A
	(e) Maximum Rate(s) of Interest:	N/A
	(f) Interest Payment Dates:	15 June, 15 September, 15 December and 15 March in each year until the Maturity Date adjusted in accordance with Modified Following Business Day Convention, save that payment in respect of the Interest Payment due on 15 September 2014 will be deferred until 15 December 2014.
	(g) Interest Period(s):	As stated in Condition 2 (<i>Interpretation</i>)
	(h) Specified Period:	N/A
	(i) Day Count Fraction:	Actual/365
23.	Zero Coupon Note Provisions:	N/A
24.	Index Linked Interest Note Provisions:	N/A
25.	Dual Currency Note Provisions:	N/A
26.	Mixed Rate Note Provisions:	N/A
Provisions relating to redemption		
27.	Exchange Rate Time:	Close of business
28.	Maturity Date:	15 June 2016 subject as provided in Credit Linked Condition 3 (<i>Final Redemption and Maturity Date</i>)
29.	Early Redemption following the occurrence of:	
	(a) Tax Event:	Applicable
	(b) Change in Law:	Applicable
	(c) Hedging Disruption:	Applicable
	(d) Increased Cost of Hedging:	Applicable
	(e) Other:	<p>(a) The Issuer, at its option, may unconditionally early redeem the Notes at any time within 6 months of the Restatement Date at the Early Redemption Amount; or</p> <p>(b) The Issuer, at its option, may unconditionally redeem the Notes at any time if the Reference Obligation is, or there</p>

is an announcement that the Reference Obligation will be restructured or amended in any way other than an amendment or restructure which has the effect of making the Reference Obligation the Assumed Restructured Reference Obligation, within 10 (ten) Business Days after the amendment or restructuring, or the announcement of the amendment or restructuring, at the Early Redemption Amount; or

- (c) The Issuer may send a notice to the Noteholder stating that in the Calculation Agent's then estimation, the Early Redemption Amount is equal to or less than 50% of the Aggregate Nominal Amount, and at its option, redeem the Notes at such Early Redemption Amount; or
- (d) The Issuer, at its option may early redeem the Notes, at any time, if there is any change in the obligor in relation to the Reference Obligation and/or Substitute Reference Obligation and/or Assumed Restructured Reference Obligation, at the Early Redemption Amount.

30.	Early Redemption at the Option of the Issuer:	Applicable
	(a) Optional Redemption Date[s]:	The date specified as such in the Issuer Redemption Notice.
	(b) Optional Redemption Amount[s] and method, if any, of calculation of such amount[s]:	The Early Redemption Amount as set out in paragraph 37
	(c) Optional Redemption Payment Date:	3 Business Days after the Optional Redemption Date.
	(d) Notice period:	5 Business Days
	(e) If redeemable in part:	N/A
31.	Early Redemption at the Option of the Noteholders:	N/A
32.	Valuation Dates:	Single Valuation Date on the Optional Redemption Date
33.	Valuation Time:	11h00
34.	Market Disruption Event:	N/A
35.	(a) Averaging Dates:	N/A
	(b) Consequences of an Averaging Date being a Disrupted Day:	N/A
36.	Final Redemption Amount:	100% (one hundred per cent) of the Aggregate Nominal Amount Should the Assumed Restructured Reference Obligation apply, then the Final Redemption Amount will be 90% (ninety per cent) of the Aggregate Nominal Amount.

In cases where the Note is an Indexed Linked Redemption Note or other variable-linked Note:

- (a) Index/Formula/variable: N/A
- (b) Party responsible for calculating the Final Redemption Amount (if not the Calculation Agent): N/A
- (c) Provisions for determining Final Redemption Amount where

	calculated by reference to Index and/or Formula and/or other variable:	
	(d) Determination Date[s]:	N/A
	(e) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	N/A
	(f) Payment Date:	N/A
	(g) Minimum Final Redemption Amount:	N/A
	(h) Maximum Final Redemption Amount:	N/A
37.	Early Redemption Amount:	<p>Means the amount determined by the Calculation Agent, which will act in good faith and use commercially reasonable procedures to produce a commercially reasonable result, which value shall not be less than zero and will be the sum of the following items (if applicable) expressed in South African Rands –</p> <p>a) Recovery Amount; and</p> <p>b) The amount required (positive or negative) to settle the other Hedging Positions (which will be early terminated by the Issuer).</p> <p>“Recovery Amount” means the amount received for the sale of the Reference Obligation (as amended or restructured) and/or the Substitute Reference Obligation and/or Assumed Restructured Reference Obligation by the Issuer for the original nominal amount (prior to the amendment or restructure) of USD990,000 to the highest bidder, converted to ZAR at the spot ZAR/USD rate quoted by the Issuer on the date of receipt by it of the sale proceeds.</p>
38.	Settlement Currency:	ZAR
39.	The maximum and minimum number of days prior to the Early Redemption Date on which Issuer Redemption Notices and Special Redemption Notices must be given by the Issuer:	N/A
40.	Time for receipt of Early Redemption Notice and/or Noteholder’s Notice:	10:00am (Johannesburg time), as stated in the Terms and Conditions
41.	Redemption Notice Time:	10:00am (Johannesburg time), as stated in the Terms and Conditions
42.	Procedures for giving Issuer Redemption Notice if other than as specified in Condition 10.3 (<i>Redemption Notices</i>):	N/A
43.	Procedure for giving Special Redemption Notice if other than as specified in Condition 10.3 (<i>Redemption Notices</i>):	N/A
44.	Basis for selecting Notes where Daily Maximum Amount is exceeded if other than on a pro rata basis:	N/A

45.	Additional provisions relating to the redemption of the Notes:	N/A
46.	Instalment Note Provisions:	N/A
47.	Exchangeable Notes Provisions:	N/A
48.	Equity Linked Notes, Equity Basket Notes Provisions:	N/A
49.	Single Index Notes, Basket of Indices Note Provisions:	N/A
50.	Currency Linked Notes Provisions:	N/A
51.	Credit Linked Notes:	Applicable
	(a) Type of Credit-Linked Notes:	Single Reference Entity Cash CLN
	(b) Whether Programme Transaction Type Standard Terms applicable	N/A
	(c) Reference Entity and the related Reference Obligations, Obligations and/or Deliverable Obligations:	<p>Reference Entity: African Bank Limited and any Successor as defined in the Condition 1 of the Credit-Linked Annex.</p> <p>Reference Obligation (which includes any Substitute Reference Obligation as defined in Condition 1 of the Credit-Linked Annex (subject to the amendments below):</p> <p>Issuer: African Bank Ltd and any Successor as defined in the Condition 1 of the Credit-Linked Annex.</p> <p>Maturity: 15 June 2016</p> <p>Coupon: 6.00%</p> <p>ISIN: XS0638008051</p> <p>Subject to the assumption that the Principal Amount and Coupon in respect of the Reference Obligation (or any Substitute Reference Obligation) will not decrease by more than 10% (the “Assumed Restructured Reference Obligation”).</p> <p>For the purposes of this provision:</p> <p>“<i>Relevant Obligations</i>” will mean the Obligations constituting the Reference Obligation as of the Issue Date of these Notes only; and</p> <p>“<i>Substitute Reference Obligation</i>” will include any new Obligation issued by any Successor and held by the Issuer (as defined in paragraph 1 above).</p>
	(d) Transaction Type(s):	N/A
	(e) Substitution of Reference Entity is applicable:	N/A
	(f) All Guarantees:	Applicable
	(g) Reference Price:	100 per cent
	(h) Credit-Linked Payer Calculation Amount:	As defined in the Credit Linked Annex
	(i) Scheduled Termination Date:	15 June 2016
	<i>Terms relating to Credit Events</i>	
	<i>Credit Event Provisions</i>	
	(j) Credit Events:	The Noteholders acknowledge that notwithstanding the occurrence of the Credit Event in respect of the Reference Entity (the Credit Event Notice dated 11 August 2014 in respect of which has been withdrawn by agreement between the Issuer and

the Noteholders, and which specific Credit Event, by agreement between the Noteholders and the Issuer, may not be again cited as a Credit Event for the remainder of the term of these Notes).

Bankruptcy

Failure to Pay

Grace Period Extension: Applicable

Obligation Acceleration

Obligation Default

Repudiation/Moratorium

Restructuring

For the purposes of these Notes, paragraphs (a)(i) and (ii) of the definition of “*Restructuring*” in Condition 1 of the Credit-Linked Annex (in circumstances where the Reference Entity and the Reference Obligation have not been substituted and there has been no Succession Event), will be amended as follows:

- (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals of more than 10%; or
- (ii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates of more than 10%.

Payment Requirement: ZAR1,000,000 or its equivalent in the relevant Obligation currency as of the occurrence of the relevant Failure to Pay

Write-Off or Conversion:

The write-off of all/any obligation to pay, the partial or complete conversion of the Reference Obligation to equity, subordinated debt or any other instrument not constituting Borrowed Money.

- (k) Additional Credit Events: None
- (l) Potential Repudiation/Moratorium: N/A
- (m) Credit Event Portion: Applicable

Obligations

- (n) Obligation Category: Borrowed Money
- (o) Obligation Characteristics: None
- (p) Additional Obligations: N/A
- (q) Excluded Obligations: None

Terms relating to settlement following a Credit Event

- (r) Conditions to Settlement: Credit Event Notice
Notice of Publicly Available Information
Public Sources: The South African publication in *The Star*, the *Business Day*, an announcement on the *Stock Exchange News Service* and *Bloomberg Service*.
Specified Number: One
- (s) Settlement Currency: ZAR

(t) Settlement Method:	Cash Settlement
(u) Fallback Settlement Method:	N/A
(v) Credit Derivatives Determinations Committee Extension:	N/A

Terms relating to redemption by Auction N/A

Terms relating to redemption by Cash Settlement

(w) Valuation Date: Single Valuation Date: 5 (five) Business Days after satisfaction of the Conditions to Settlement

(x) Settlement Currency: ZAR

(y) Cash Settlement Date: 3 (three) Business Days following the Valuation Date

Cash Settlement:

(z) Cash Settlement Amount: Means an amount calculated by the Calculation Agent, which will act in good faith and use commercially reasonable procedures to produce a commercially reasonable result, which value shall not be less than zero and be the sum of the following items in South African Rands –

- (i) the Recovery Amount (as defined in paragraph 37 hereof); and
- (ii) the amount required (positive or negative) to settle the other Hedging Positions (which will be terminated early by the Issuer).

(aa) Cash Settlement of Loan: N/A

(bb) Quotations: N/A

(cc) Alternative Cash Settlement Amount: N/A

Terms relating to Physical Settlement N/A

Terms relating to Interest Provisions on the Notes

(dd) Extension Interest for purposes of Credit-Linked Condition 5.1 N/A

(ee) Cessation of Interest: Interest ceases to accrue from the Interest Payment Date immediately preceding the Event Determination Date (or, the in the case of the first Interest Period, the Interest Commencement Date)

Further Provisions/Amendments

(ff) Unwind Costs: N/A

(gg) Additional provisions to the Credit-Linked Conditions: N/A

52. **Commodity Linked Notes:** N/A

Provisions relating to settlement

53. Settlement type: Cash Settlement

54. Board Lot: N/A

55. Currency in which cash settlement will be made: ZAR

56. Early Redemption Payment Date: 3 Business Days after the Early Redemption Date

57. Clearing System: N/A

58. Physical Delivery Date: N/A

Definitions

59. Definition of Business Day: As defined in Condition 2 (*Interpretation*)

60. Definition of Exchange Business Day: As defined in Condition 2 (*Interpretation*)

61. Definition of Maturity Notice Time: As defined in Condition 2 (*Interpretation*)

62. Definition of Tax Event: As defined in Condition 2 (*Interpretation*)

General Provisions

63. Business Day Convention: Modified Following Business Day Convention

64. Relevant Clearing System: Strate

65. Last Day to Register: By 5:00pm on 9 June, 9 September, 9 December and 9 March in each year until the Maturity Date

66. Books Closed Period[s]: The Register will be closed from 10 June to 15 June, from 10 September to 15 September, from 10 December to 15 December and from 10 March to 15 March (both dates inclusive) in each year until the Maturity Date

67. Determination Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division

68. Specified Office of the Determination Agent: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton, 2196

69. Specified Office of the Issuer: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton, 2196

70. Calculation Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division

71. Specified Office of the Calculation Agent: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton, 2196

72. Paying Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division

73. Specified Office of the Paying Agent: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton, 2196

74. Transfer Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division

75. Specified Office of the Transfer Agent: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton, 2196

76. Provisions relating to stabilisation: N/A

77. Stabilising manager: N/A

78. Additional Selling Restrictions: N/A

79. ISIN No.: ZAG000095928

80. Stock Code: FRC117

81. Method of distribution: Non-syndicated

82. If syndicated, names of Managers: N/A

83. If non-syndicated, name of Dealer: FirstRand Bank Limited, acting through its Rand Merchant Bank division

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|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 84. Governing law (if the laws of South Africa are not applicable): | N/A |
| 85. Other Banking Jurisdiction: | N/A |
| 86. Surrendering of Notes in the case of Notes represented by a Certificate: | N/A |
| 87. Use of proceeds: | General corporate purposes |
| 88. Pricing Methodology: | N/A |
| 89. Ratings: | The National Scale Long terms ratings of the Issuer as at 19 June 2014 by Standard & Poor's Financial Services LLC is zaAA, which may be reviewed from time to time. |
| | For the avoidance of doubt, the Notes have not been individually rated. |
| 90. Receipts attached? | No |
| 91. Coupons attached? | No |
| 92. Stripping of Receipts and/or Coupons prohibited as provided in Condition 17.4 (<i>Prohibition on Stripping</i>): | N/A |
| 93. Any Conditions additional to, or modified from, those set forth in the Terms and Conditions: | N/A |
| 94. Total Notes in Issue | ZAR9,169,357,929 |

Responsibility:

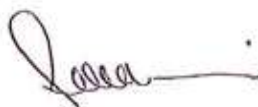
The Applicant Issuer certifies that to the best of their knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that the Placing Document contains all information required by law and the JSE Listings Requirements. The Applicant Issuer shall accept 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 herein.

The Issuer accepts responsibility for the information contained in this Applicable Pricing Supplement.

Application is **hereby** made to list this issue of Notes **on 5 June 2012**.

SIGNED at _____ Sandton _____ on this 27 day of August 2014

For and on behalf of
FIRSTRAND BANK LIMITED



Name: A Olding
Capacity: Manager
Who warrants his authority hereto

For and on behalf of
FIRSTRAND BANK LIMITED



Name: P Kahn
Capacity: Manager
Who warrants his authority hereto