



NEDBANK LIMITED

(incorporated with limited liability under registration number 1951/000009/06 in the Republic of South Africa)

ZAR15,000,000,000 CREDIT-LINKED NOTE PROGRAMME

issue of ZAR50,000,000 Credit-Linked Notes

This document constitutes the Applicable Pricing Supplement relating to the issue of the Tranche of Notes described herein.

This Pricing Supplement must be read in conjunction with the Programme Memorandum, dated 26 June 2009, prepared by Nedbank Limited (the "**Issuer**") in connection with the Nedbank Limited ZAR15,000,000,000 Credit-Linked Note Programme, as amended and/or supplemented from time to time (the "**Programme Memorandum**").

Any capitalised terms not defined in this Pricing Supplement shall have the meanings ascribed to them in the section of the Programme Memorandum headed "*Terms and Conditions of the Notes*" (the "**Terms and Conditions**"). References to any Condition in this Pricing Supplement are to that Condition of the Terms and Conditions.

To the extent that there is any conflict or inconsistency between the provisions of this Pricing Supplement and the Programme Memorandum, the provisions of this Pricing Supplement shall prevail.

A. DESCRIPTION OF THE NOTES

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|-----|---|--|
| 1. | Issuer | Nedbank Limited |
| 2. | Tranche Number | 1 |
| 3. | Series Number | CLNF02 |
| 4. | Status of Notes | Senior Unsubordinated Notes |
| 5. | Form of Notes | The Notes in this Tranche are issued in certificated form and lodged in the Central Securities Depository under a single Global Certificate |
| 6. | Type of Notes | Zero Coupon Notes |
| 7. | Security | Unsecured |
| 8. | Issue Date | 25 October 2010 |
| 9. | Maturity Date | 20 October 2015 |
| 10. | Issue Price | 100% of Aggregate Principal Amount of this Tranche |
| 11. | Interest Basis | Zero Coupon |
| 12. | Redemption Amount: | ZAR77,115,580.29, unless the Conditions to Credit Event Redemption are satisfied in which event the Note will be redeemed on the Credit Event Redemption Date. |
| 13. | Redemption/Payment Basis: | |
| (a) | If Condition 9 (Redemption for reasons other than the occurrence of a Credit Event) applicable: | See Item (E) below (<i>Redemption for other reasons</i>) |
| (b) | If Condition 8 (Redemption following the occurrence of a Credit Event) applicable: | See Item (D) (<i>Redemption following the occurrence of a Credit Event</i>) below |
| 14. | Change of Interest or Redemption/Payment Basis | Not Applicable |
| 15. | Aggregate Principal Amount of this Tranche | ZAR50,000,000 |

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|-----|---|--------------|
| 16. | Specified Denomination
(Principal Amount per Note) | ZAR1,000,000 |
| 17. | Calculation Amount | ZAR1,000,000 |
| 18. | Specified Currency | ZAR |

B. PROGRAMME AMOUNT

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|----|---|---|
| 1. | Programme Amount as at the Issue Date | ZAR15,000,000,000 |
| 2. | Aggregate outstanding Principal Amount of all of the Notes issued under the Programme (including Notes issued under the Programme pursuant to the Previous Programme Memorandum) as at the Issue Date | ZAR6,305,898,248 excluding the aggregate Principal Amount of this Tranche of Notes. |

C. ZERO COUPON NOTE PROVISIONS

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|----|---|-------------------------|
| 1. | Accrual Yield | 8.876% per annum (NACS) |
| 2. | Reference Price | 100% |
| 3. | Any other formula/basis of determining amount payable | Not Applicable |

D. REDEMPTION FOLLOWING THE OCCURRENCE OF A CREDIT EVENT

1. General

- | | | |
|-----|---------------------------|---|
| (a) | Reference Entity/ies | Anglo American PLC |
| (b) | Reference Obligation(s) | The obligation(s) identified as follows:
Primary Obligor: Anglo American Capital
Guarantor: Anglo American PLC
Maturity: 17 April 2015
Coupon: 5.875%
CUSIP/ISIN: XS0358158052 |
| (c) | All Guarantees Applicable | Yes |
| (d) | Reference Price | 100% |

2. Fixed and Floating Payments

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|-----|---|---|
| | Applicability of Condition 8.7
(Calculation of Fixed Amount) | Applicable |
| 2.1 | <i>Fixed Payments</i> | |
| (a) | Fixed Rate Payer | The Issuer, being the party obligated to pay the Fixed Amount(s).
(Note: see Condition 8.4.5.9 ("Fixed Rate Payer")) |
| (b) | Fixed Rate Payer Calculation Amount (Notional Amount) | ZAR50,000,000 |
| (c) | Fixed Rate Payer Period End Date | 20 October 2015 |
| (d) | Fixed Rate Payer Payment Date(s) | 20 October 2015 |
| (e) | Fixed Rate Payer Calculation Period | 5 years |
| (f) | Fixed Rate | 8.876% per annum (NACS) |
| (g) | Fixed Rate Day Count Fraction | Actual/365 |

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- (h) Fixed Amount Not Applicable
- (i) Determination of Fixed Amount if Condition 8.7.1.2 (*Calculation of Fixed Amount*) is not applicable Not Applicable
- (j) Relating Fixed Rate Payer Payments to Fixed Rate Payer if Condition 8.7.3 (*Relating Fixed Rate Payer Payments to Fixed Rate Payer Calculation Periods*) is not applicable Not Applicable

2.2 Floating Payments

- (a) Floating Rate Payer The Noteholders of this Tranche of Notes.
- (b) Floating Rate Payer Calculation Amount ZAR50,000,000

3. Conditions to Settlement

- (a) Credit Event Notice Yes
- (b) Terms of Credit Event Notice upon the occurrence of a Restructuring Credit Event if different from Condition 8.5.5 (*Credit Event Notice after Restructuring*) Applicable
- (c) Notice of Physical Settlement Yes
- (d) Notice of Publicly Available Information Applicable Yes
- (e) Public Sources(s):
 - (i) Standard International Public Sources Applicable Yes
 - (ii) Standard South Africa Public Sources Applicable Yes
 - (iii) Additional Public Sources Not Applicable
- (f) Specified Number 2

4. Credit Events

The following Credit Event(s) shall apply to this Tranche of Notes:

- (a) **Bankruptcy** Yes
- (b) **Failure to Pay** Yes
- (i) Grace Period Extension Applicable Yes
- (ii) Grace Period 7 Business Days
- (iii) Payment Requirement USD1,000,000.00 or its equivalent in the relevant Obligation Currency as of the occurrence of the Relevant Failure to Pay, or Potential Failure to Pay, as the case may be.
- (c) **Obligation Default** Yes
- (i) Default Requirement USD10,000,000.00 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event.
- (d) **Obligation Acceleration** Yes

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|-------|---------------------------------------|---|
| (i) | Default Requirement | USD10,000,000.00 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event. |
| (e) | Repudiation/Moratorium | Yes |
| (i) | Default Requirement | USD10,000,000.00 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event. |
| (f) | Restructuring | Yes |
| (i) | Multiple Holder Obligation Applicable | No |
| (ii) | Default Requirement | USD10,000,000.00 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event. |
| (iii) | Permitted Currency/ies | ZAR |
- 5. Obligations**
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|-------|--|----------------|
| (a) | Obligation Category: | |
| (i) | Payment | No |
| (ii) | Borrowed Money | Yes |
| (iii) | Reference Obligations Only | No |
| (iv) | Bond | No |
| (v) | Loan | No |
| (vi) | Bond or Loan | No |
| (b) | Obligation Characteristics: | |
| (i) | Not Subordinated | Yes |
| (ii) | Specified Currency | Yes |
| (iii) | Not Sovereign Lender | Yes |
| (iv) | Not Domestic Currency | Yes |
| (v) | Not Domestic Law | Yes |
| (vi) | Listed | Yes |
| (vii) | Not Domestic Issuance | Yes |
| (c) | Additional Obligations (<i>Note: see Condition 8.4.5.11 (Obligation)</i>) | Not Applicable |
| (d) | Excluded Obligation(s) (<i>Note: see Condition 8.4.5.11 (Obligation)</i>) | Not Applicable |
| (e) | Specified Currency | EUR |
| (f) | Domestic Currency | ZAR |
| (g) | Condition 8.4.8 (<i>Interpretation of provisions</i>) applicable | Yes |
| (h) | If any provisions of Condition 8.4.8 (<i>Interpretation of provisions</i>) are not applicable specify applicable terms | Not Applicable |
- 6. Settlement Method**
- | | | |
|-----|-------------------------------------|----------------|
| (a) | Cash Settlement | No |
| (b) | Physical Settlement | No |
| (i) | Delivery of Deliverable Obligations | Not Applicable |

(ii)	Partial Cash Settlement Terms	Not Applicable
(c)	Auction Settlement	Yes
(i)	Fallback Settlement Method	Physical Settlement
7.	Terms relating to Physical Settlement	
(a)	Physical Settlement Period	30 Business Days
(b)	Deliverable Obligations	Exclude Accrued Interest
(c)	<i>Deliverable Obligation Category:</i>	
(i)	Payment	No
(ii)	Borrowed Money	No
(iii)	Reference Obligations Only	No
(iv)	Bond	No
(v)	Loan	No
(vi)	Bond or Loan	Yes
(d)	<i>Deliverable Obligation Characteristics:</i>	
(i)	Not Subordinated	Yes
(ii)	Specified Currency	Yes
(iii)	Not Sovereign Lender	Yes
(iv)	Not Domestic Currency	Yes
(v)	Not Domestic Law	Yes
(vi)	Listed	Yes
(vii)	Not Contingent	Yes
(viii)	Not Domestic Issuance	Yes
(ix)	Assignable Loan	Yes
(x)	Consent Required Loan	Yes
(xi)	Direct Loan Participation	No
(xii)	Transferable	Yes
(xiii)	Maximum Maturity	Yes
(xiv)	Accelerated or Matured	Yes
(xv)	Not Bearer	Yes
(e)	additional Deliverable Obligations <i>(Note: see Condition 8.4.5.12 (Deliverable Obligation))</i>	Not Applicable
(f)	Excluded Deliverable Obligation(s) <i>(Note: see Condition 8.4.5.12 (Excluded Deliverable Obligation))</i>	Not Applicable
(g)	Qualifying Participation Seller	Not Applicable
(h)	Maximum Maturity	30 years
(i)	<i>Designator: (Note: see Condition 8.9.4.3.4 (Representations and agreements for Physical Settlement))</i>	
(i)	Affiliate of Issuer	Not Applicable

- (ii) Affiliate of Noteholder Not Applicable
- (j) *Designatee: (Note: see Condition 8.9.4.3.4 (Representations and agreements for Physical Settlement))*

- (i) Affiliate of Issuer Not Applicable
- (ii) Affiliate of Noteholder Not Applicable

8. Miscellaneous

- 8.1 Specify any other terms which modify or supplement Condition 8 (Redemption following the occurrence of a Credit Event) Not Applicable

E. REDEMPTION FOR OTHER REASONS

1. Prior approval of the Registrar of Banks required for redemption No
2. Call Option *(Note: see Condition 9.3 (Redemption at the option of the Issuer))* Not Applicable
3. Put Option *(Note: see Condition 9.5 (Redemption at the option of Noteholders))* Not Applicable
4. Final Redemption Amount The aggregate outstanding Principal Amount plus Net Proceeds
5. Other terms applicable on redemption Not Applicable

F. AGENTS AND SPECIFIED OFFICES

1. Calculation Agent Nedbank Capital, a division of Nedbank Limited
2. Specified Office of the Calculation Agent 135 Rivonia Road, Sandown, Sandton, 2196, Republic of South Africa
3. Paying Agent Nedbank Investor Services (Pty) Limited
4. Specified Office of the Paying Agent Braampark Forum IV, 2nd Floor, 33 Hoofd Street, Braamfontein, 2001, Republic of South Africa
5. Transfer Agent Computershare Investor Services (Proprietary) Limited
6. Specified Office of the Transfer Agent Ground Floor, 70 Marshall Street, Johannesburg, 2001, Republic of South Africa

G. REGISTER CLOSED

1. Last Day to Register Up until 17h00 (South African time) on the eleventh day (whether such is a Business Day or not) preceding each Interest Payment Date and the Redemption Date being, in each instance, the last date on which the Transfer Agent will accept Transfer Forms and record in the Register the transfer of Notes represented by Certificates.
2. Register Closed Period The Register will be closed during the 10 days preceding each Interest Payment Date and the Redemption Date from 17h00 (South African time) on the Last Day to Register until 17h00 (South African time) on the day preceding the Interest Payment Date and the Redemption Date.

H. GENERAL

1. Exchange Control Inward Listings Directive The Issuer has, as required by the Exchange Control Inward Listings Directive, obtained the prior written approval of the Exchange Control Authorities for the issue and listing of this Tranche on the JSE.

For purposes of this Item H(1) and Item H(2) below, the following expressions have the following meanings:

“Exchange Control Authorities” means the Exchange Control Department of the South African Reserve Bank;

“Exchange Control Inward Listings Directive” means the Exchange Control Regulations, as read with Directive H entitled “Inward Listings by Foreign Entities on South African Exchanges” (15/2008);

“Inward Listing Procedures” means the procedures of the JSE from time to time in relation to, and for purposes of implementing, the Exchange Control Inward Listings Directive.

2. Other approval of the Exchange Control Authorities The Issuer has, as required by the Exchange Control Rules, Regulations, Legislation or Directives (“Excon Rules”), obtained the prior written approval of the Exchange Control Authorities for the issue and listing of this Tranche on the Bond Market of the JSE
3. Exchange Control Representation The Noteholder represents and warrants that the purchase of this Note does not exceed in any way whatsoever its offshore allowance limit as stipulated by the Exchange Control Authorities in terms of the Excon Rules.

The Noteholder further represents and warrants that it will report the purchase and or sale of this Note to the Exchange Control Authorities in terms of the applicable Excon Rules.
4. Exchange Control Undertaking The Noteholder undertakes to provide the Issuer with written confirmation that the purchase of this Note, although concluded in South African Rand or in a foreign currency, is deemed as a foreign asset and is within its offshore allowance limit as stipulated by the Exchange Control Authorities and it will report the purchase and or sale of this Note to the Exchange Control Authorities in terms of the applicable Excon Rules.
5. Tax gross up To the fullest extent permitted by law, the Issuer will not be required to gross up any payment made under the Note if there is any future change in tax laws and will not redeem the Note early in such circumstances.
6. Non-Reliance The Noteholder is purchasing this Note and will enter into this transaction in reliance upon such tax, accounting, regulatory, legal and financial advice as it deems necessary and not upon any view expressed by Nedbank Limited. The Noteholder is acting for its own account, and it has made its own independent decisions to enter into this transaction and as to whether this transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this transaction; it being understood that information and explanations related to the terms and conditions of a transaction shall not be considered investment advice or a recommendation to enter into that transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of this transaction.
7. Non Assignment The Noteholder shall not be entitled to cede, assign or otherwise transfer its rights hereunder, without the prior written consent of the Issuer.
8. Additional selling restrictions The applicable provisions of the Exchange Control Regulations
9. International Securities Numbering (ISIN) ZAG000081647
10. Stock Code Number CLNF02
11. Financial Exchange JSE Limited

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|-----|---|---|
| 12. | Dealer | Nedbank Capital |
| 13. | Stabilisation Manager | Not Applicable |
| 14. | Rating assigned to this Tranche of Notes as at the Issue Date | Not Applicable |
| 15. | Credit rating of the Issuer as at the Issue Date | Not Applicable |
| 16. | Governing law | South African law |
| 17. | Other Banking Jurisdiction | Not Applicable |
| 18. | Use of proceeds | The proceeds of the issue of this Tranche of Notes will be used by the Issuer for its general corporate purposes. |

Application is hereby made to list Tranche 1 of Series CLNF02 of the Notes on BESA, as from 25 October 2010, pursuant to the Nedbank Limited ZAR15,000,000,000 Credit-Linked Note Programme.

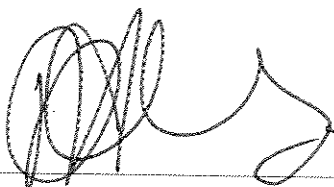
The Issuer accepts responsibility for the information contained in this Pricing Supplement.

NEDBANK LIMITED

By: JAYENDRAN NAIDOO

duly authorised

Date: 22-10-10

By: 

duly authorised

Date: 22/10/2010

