
NOTE PRICING SUPPLEMENT



FIRSTRAND

FIRSTRAND BANK LIMITED

(Incorporated with limited liability in the Republic of South Africa under Registration Number 1929/001225/06)

**Issue of ZAR300,000,000 Credit Linked Notes with Scheduled Termination Date of 20 June 2015
Stock Code FRC37**

Under its ZAR15,000,000,000 Structured Note and Preference Share Programme

This document constitutes the Pricing Supplement 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 11 February 2008 (the “**Programme Memorandum**”). This Pricing Supplement must be read in conjunction with such Programme Memorandum. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Programme Memorandum, the provisions of this Pricing Supplement will prevail. 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 Pricing Supplement or indicated to be not applicable.

GENERAL DESCRIPTION OF THE NOTES

- | | |
|-------------------------------|--|
| 1. Issuer | FirstRand Bank Limited |
| 2. Status of Notes | Senior Unsecured Notes |
| 3. (a) Series Number | 37 |
| (b) Tranche Number | 1 |
| 4. Aggregate Principal Amount | ZAR300,000,000 |
| 5. Principal Amount per Note | ZAR1,000,000 |
| 6. Form of Notes | Registered Credit Linked Notes |
| 7. Interest/Payment Basis | Interest will be payable on the Aggregate Principal Amount at a rate equal to the Rate of Interest, in respect of each interest period from and including each Interest Payment Date, but excluding, the following Interest Payment Date; provided that the first Interest Period shall commence on and include the Interest Commencement Date |
| 8. Rate of Interest | 3-month ZAR-JIBAR-SAFEX plus 285 basis points which rate will reset on each JIBAR Reset Dates, provided for the First Interest Period the Rate of Interest shall be an interpolated ZAR-JIBAR-SAFEX calculated as 6.514% plus 285 basis points |
| 9. First Interest Period | Starting on 20 April 2010 and ending on 20 June 2010 |
| 10. JIBAR Reset Date(s) | 20 June, 20 September, 20 December and 20 March of every year until the Scheduled Termination Date |
| 11. Interest Payment Dates: | 20 June, 20 September, 20 December and 20 March of every year until the Scheduled Termination Date |

12.	Interest Commencement Date	20 April 2010
13.	Automatic/Optional Conversion: from one Interest/Redemption/ Payment Basis to another	N/A
14.	Issue Date	20 April 2010
15.	Issue Price	ZAR300,000,000
16.	Reference Price	100%
17.	Specified Denomination	ZAR1,000,000
18.	Specified Currency	ZAR
19.	Business Centre	Johannesburg, New York and London
20.	Additional Business Centre	N/A
21.	Applicable Business Day Convention	Modified Following Business Day
22.	Scheduled Termination Date	20 June 2015
23.	Final Redemption Amount	100% of the Principal Amount
24.	Last Date to Register	by 17h00 on 14 June, 14 September, 14 December, and 14 March of every year until the Scheduled Termination Date
25.	Books Closed Period(s)	The Register will be closed from- 15 June to 19 June; 15 September to 19 September; 15 December to 19 December; and 15 March to 19 March; of every year until the Scheduled Termination Date

CREDIT LINKED NOTES

26.	Payment Conditional	<p>If:</p> <p>(a) a Credit Event occurs prior to the Scheduled Termination Date (or a Potential Failure to Pay occurs before the Scheduled Termination Date and a Credit Event in relation thereto occurs before the Grace Period Extension Date); and</p> <p>(b) the Issuer has provided Publicly Available Information in respect thereof and a Credit Event Notice to the Noteholder;</p> <p>the obligation of the Issuer to pay any further amounts in terms of this Note will lapse and be replaced with an obligation on the Issuer to give effect to the provisions as contemplated in Line 33.</p>
27.	Reference Entity(ies)	SAB Miller Plc
28.	Reference Obligation	<p>Issuer: SAB Miller Plc</p> <p>Maturity: 15 August 2033</p> <p>Coupon: 6.625%</p> <p>ISIN: US78572MAA36</p>

29. Obligation Obligation Category: Borrowed Money
Obligation Characteristics: Not Subordinated
30. Credit Event The following Credit Events shall apply: Bankruptcy, Failure to Pay (with the Grace Period Extension being applicable), Obligation Default, Repudiation and Restructuring.
Modified Restructuring Maturity Limitation and Conditionally
Transferable Obligation: Applicable
31. Payment Requirement ZAR1,000,000 or its equivalent in the relevant Obligation currency as of the occurrence of the relevant Failure to Pay
32. Default Requirement ZAR10,000,000 or its equivalent in the relevant Obligation currency as of the occurrence of the relevant Credit Event
33. Settlement Cash
- (a) Redemption Amount Cash Settlement Amount
- (b) Valuation Date Single Valuation Date: 5 (five) Business Days after the determination of any payment or delivery due under the Credit Default Swap
- (c) Settlement Currency ZAR
- (d) Cash Settlement Date 3 (three) Business Days following the Valuation Date
- (e) Cash Settlement Amount means the 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—
- a) the proceeds of the USD Deposit (which will be terminated early by the Issuer),
 - b) the amount payable by the Issuer or the Final Price of the asset deliverable by the Issuer (as determined by the Calculation Agent on the basis of the Cash Settlement provisions of the Credit Derivative Definitions as set out in Section 7.5(a) thereof) in respect of the Credit Default Swap, and
 - c) the amount required (positive or negative) to settle the Cross Currency Swap (which will be terminated early by the Issuer)
34. Interpretation Capitalised terms used herein and not otherwise defined herein or in the Terms and Conditions shall have the meaning set out in the 2003 ISDA

Credit Derivatives Definitions as supplemented by the May 2003 Supplement to such Definitions, published by the International Swaps and Derivatives Association, Inc. and the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivative Definition (published on July 14, 2009) (the "Credit Derivative Definitions") (as, if applicable, supplemented or amended in this Pricing Supplement), The Definitions are hereby incorporated by reference herein, and shall apply *mutatis mutandis* to the Notes. In the event of inconsistency between the Credit Derivatives Definitions and this Note, this Note will govern. The following words and expressions shall bear the following meaning in this Note:

"Calculation Agent"

means FirstRand Bank Limited.

"Cross Currency Swap"

means a cross currency swap transaction entered into by FirstRand Bank Limited whereby FirstRand Bank Limited as the –

- a) interest receiving party will be entitled to interest in ZAR on the Aggregate Principal Amount on each Interest Payment Date and a payment amount of the Aggregate Principal Amount on the Scheduled Termination Date; and
- b) interest paying party be obliged to pay interest in USD on the USD Equivalent Amount on each Interest Payment Date and a payment amount of the USD Equivalent Amount on the Scheduled Termination Date

"Credit Default Swap"

means a derivative transaction whereby FirstRand Bank Limited sells credit protection to a third party, which derivative transaction shall have amongst others, the following characteristics-

- a) Reference Entity: SAB Miller Plc
- b) Fixed Amount: USD Equivalent Amount
- c) Effective Date: 20 April 2010;
- d) Scheduled Termination Date: 20 June 2015
- e) Obligation Category: Borrowed Money;
Characteristics : Not Subordinated
- f) Floating Rate Payer Calculation Amount: USD Equivalent Amount.
- g) Credit Events: no more onerous than - Bankruptcy, Failure to Pay (with the Grace

Period Extension being applicable), Obligation Default, Repudiation, Restructuring.

"Early Redemption Amount"

means the 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 will be the sum of the following items expressed in South African Rands—

- a) the proceeds of the USD Deposit (which will be terminated early by the Issuer,
- b) the cost of settling the Credit Default Swap or entering into a transaction to fully hedge the Issuer's obligation as seller of protection under the Credit Default Swap;
- c) the amount required (positive or negative) to settle the Cross Currency Swap (which will be terminated early by the Issuer)

"Early Redemption Valuation Event"

means a notice sent by the Issuer to the Noteholder stating that in the Issuer's then estimation, the Early Redemption Amount is less than 25% of the Aggregate Principal Amount.

"Grace Period"

means 30 days.

"Public Source"

has the meaning in the Credit Derivative Definitions and includes the South African publication in *The Star* and the *Business Day*, and in relation thereto, the Specified Number of Public Sources is 1 (one).

"Publicly Available Information"

has the meaning in the Credit Derivative Definitions and in addition, a certificate signed by a director of the Issuer stating that a Credit Event has occurred in relation to the Reference Entity and will be adequate proof of the occurrence of a Credit Event.

"Reference Banks"

means the four major banks in the Johannesburg interbank market.

"USD Deposit"

means a USD denominated deposit made by the Issuer for an amount equal to the Aggregate Principal Amount converted to ZAR on the Issue Date (at a conversion rate determined by the Calculation Agent, which conversion rate will be the same as the conversion rate inherent in the Cross Currency Swap).

"USD Equivalent Amount"

means an amount equal to the Aggregate Principal Amount expressed in USD converted at the rate

“ZAR-JIBAR-Reference Banks”

referred to in the “USD Deposit” definition.

Means the midmarket deposit rate for ZAR for a period equal to the Interest Period quoted by the Reference Banks at approximately 11:00am, Johannesburg time, on the relevant date. The Calculation Agent will request the principal Johannesburg office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that date will be the arithmetic mean of the quotations. If fewer than two quotations are provided, the rate for that date will be determined by the Calculation Agent, acting in a commercially reasonable manner, using a representative rate.

“ZAR-JIBAR-SAFEX”

means on the first date of each period specified in line 7 of this Note, the rate for the relevant interest period which appears on the Reuters Screen SAFEX Page as of 11:00am, Johannesburg time on that date. If such rate does not appear on the Reuters Screen SAFEX Page, the rate for that date will be determined as if the parties had specified “ZAR-JIBAR-Reference Banks”.

35. Other provisions

(a) Change of law and costs

Should:

(a) there be any change in legislation or regulatory practice (as evidenced in circulars published by the Registrar of Banks) (in particular, without limiting the generality of the foregoing, any change in the Banks Act, or regulations promulgated in terms thereof) or interpretation or application of any such legislation or regulatory practice by any court or competent official;

(b) there be any change in banking practice as it affects banks registered in terms of the Banks Act, generally; or

(c) the Issuer and/or the banking group of which the Issuer is a member be required by any statutory or monetary authority to maintain special deposits or reserve assets, in addition to those currently paid or maintained or reserved, with the result that the cost of the Issuer of maintaining the transaction contemplated in this Note, is increased whether directly or indirectly;

then on the last day of any Interest Period upon giving not more than 30 days nor less than 20 days notice to the Noteholder, the Issuer may redeem this Note in whole but not in part at the Principal Amount

(b) Non reliance

In connection with this Note both the Issuer and the Noteholder hereby make the following reciprocal representations:

- (i) It is acting for its own account, and has made its own independent decision to enter into this transaction and as to whether the transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) from the other Party or any of its Affiliates in regard to accounting, tax, legal or investment advice or as a recommendation to enter into the transaction; it being understood that information and explanations relating to the terms and conditions of this transaction will not be considered accounting, tax, legal or investment advice or a recommendation to enter into this transaction. No communication (written or oral) received from either Party shall be deemed to be an assurance or guarantee as to the expected results of this transaction.
- (ii) It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and does understand and accept the terms, conditions and risks of the transaction. In particular, but without limitation, it has understood, evaluated and is willing to accept – (i) credit risk of the other Party and (ii) regulatory treatment of the transaction.

(c) Early Redemption Option

Upon the occurrence of an Early Redemption Valuation Event the Issuer shall have the right to redeem the Note at the Early Redemption Amount, provided that the Issuer shall give at least 2 Business Days prior written notice to the Noteholder.

36. Dispute Resolutions

In the event that Noteholder does not agree with any determination made by the Calculation Agent, it shall have the right to require that the Calculation Agent have such determination made by an independent dealer in such instruments or obligations. The Calculation Agent in its reasonable discretion shall elect such dealer after consultation with Noteholder.

Any exercise by the Noteholder of its rights hereunder must be in writing and shall be delivered to the Calculation Agent as soon as possible, but no later than the Business Day following the Business Day on which the Calculation Agent notified it of

the calculation made.

Any determination by the independent dealer shall be binding in the absence of manifest error and shall be made as soon as possible, but no later than five (5) Business Days of the Noteholder's exercise of its rights hereunder.

The costs of such independent dealer shall be borne by (a) the Noteholder if the independent dealer substantially agrees with the Calculation Agent or (b) the Issuer if the independent dealer does not substantially agree with the Calculation Agent.

For purpose of this provision an "independent dealer" shall include, but not limited to, a dealer employed by any of the four major banks (which is not a party to this Note) dealing in the Johannesburg interbank market.


Should any dispute between the Parties arise which is not a dispute envisaged above, such dispute shall be referred to arbitration in terms of the rules of the Arbitration Foundation of South Africa.

GENERAL

37.	(a)	International Securities Numbering (ISIN)	ZAG000076712
	(b)	Stock Code	FRC37
38.		Method of Distribution	Private Placement
39.		Stabilising manager	N/A
40.		Provisions relating to Stabilisation	N/A
41.		Exchange	The Bond Market of the JSE
42.		If syndicated, names of managers	N/A
43.		If non-syndicated, name of Dealer	FirstRand Bank Limited (acting through its Rand Merchant Bank division)
44.		Receipts attached?	No
45.		Coupons attached?	No
46.		Talons attached?	No
47.		Stripping of Receipts and/or Coupons prohibited as provided in Condition 17.4	No
48.		Applicable Rating Agency/ies	N/A
49.		Credit Rating assigned to Notes, the Issuer as at the Issue Date (if any)	N/A
50.		Governing law (if the laws of South Africa are not applicable)	N/A
51.		Other Banking Jurisdiction	N/A
52.		Use of proceeds	N/A
53.		Other provisions	N/A


This Credit Linked Note will be issued on 20 April 2010.

For and on behalf of
FIRSTRAND BANK LIMITED



Name: Delese Adams
Capacity: Authorised Signatory
Who warrants his authority hereto

For and on behalf of
FIRSTRAND BANK LIMITED



Name: B. v. d. Nye
Capacity: Authorised signatory
Who warrants his authority hereto