



**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 ZAR300,000,000 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**

- |     |   |   |
|-----|---|---|
| 1.  | Issuer  | Nedbank Limited   |
| 2.  | Tranche Number  | 1   |
| 3.  | Series Number   | 54  |
| 4.  | Status of Notes   | Senior Unsecured 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   | Floating Rate Notes   |
| 7.  | Security  | Unsecured   |
| 8.  | Issue Date  | 31 March 2010   |
| 9.  | Maturity Date   | 31 March 2015   |
| 10. | Issue Price   | 100%  |
| 11. | Interest Basis  | 3M ZAR-JIBAR-SAFEX Rate + 2.30%   |
| 12. | Redemption/Payment Basis:   |   |
| (a) | <b><i>If Condition 9 (Redemption for reasons other than the occurrence of a Credit Event) applicable:</i></b> | Redemption at par (see Item (E) ( <i>Redemption for reasons other than the occurrence of a Credit Event</i> ) below)                        |
| (b) | <b><i>If Condition 8 (Redemption following the occurrence of a Credit Event) applicable:</i></b>              | See Item (D) ( <i>Redemption following the occurrence of a Credit Event</i> ) below.  |
| 13. | Change of Interest or Redemption/Payment Basis  | Not Applicable  |
| 14. | Aggregate Principal Amount of this Tranche  | ZAR300,000,000.00   |

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

**B. PROGRAMME AMOUNT**

- 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 ZAR7,251,600,000 excluding the aggregate Principal Amount of this Tranche of Notes.

**C. FLOATING RATE NOTE PROVISIONS**

- 1. Specified Period Not Applicable
- 2. Interest Commencement Date 31 March 2010
- 3. Interest Payment Dates 31 Mar, 30 Jun, 30 Sep and 31 Dec of each year for the period from and including the Issue Date to, but excluding, the Maturity Date.
- 4. First Interest Payment Date 30 Jun 2010
- 5. Business Day Convention Modified Following Business Day Convention
- 6. Additional Business Centre(s) Not Applicable
- 7. **Manner in which the Rate(s) of Interest is/are to be determined:** Screen Rate Determination
- 8. ***If Screen Rate Determination applicable:***
  - (a) Reference Rate JIBAR (being, subject to Condition 7.2.3 (*Screen Rate Determination*), the average mid-market yield rate per annum for 3-month deposits in Rand which appears on the Relevant Screen Page as the "SFX 3M YIELD" at or about the Relevant Time on the Interest Determination Date, determined by the Calculation Agent in accordance with Condition 7.2.7 (*Calculation of Interest Amount*))
  - (b) Interest Determination Date(s) The first day of each Interest Period
  - (c) Relevant Screen Page Reuters Screen SAFEY page
  - (d) Relevant Time 11h00 (South African time)
  - (e) Relevant Financial Centre Johannesburg

**D. REDEMPTION FOLLOWING THE OCCURRENCE OF A CREDIT EVENT**

**1. General**

- (a) Reference Entity/ies Transnet Limited
- (b) Reference Obligation(s) Senior unsecured obligation issued by Reference Entity
- (c) All Guarantees Applicable Yes
- (d) Reference Price 100%

**2. Fixed and Floating Payments**

Applicability of Condition 8.7 Applicable

*(Calculation of Fixed Amount)***2.1 Fixed Payments**

- |     |   |   |
|-----|---|---|
| (a) | Fixed Rate Payer  | The Issuer, being the party obligated to pay the Fixed Amount(s).<br><i>(Note: see Condition 8.4.5.9 ("Fixed Rate Payer"))</i>        |
| (b) | Fixed Rate Payer Calculation Amount (Notional Amount)   | ZAR300,000,000.00   |
| (c) | Fixed Rate Payer Period End Date  | 31 March 2015   |
| (d) | Fixed Rate Payer Payment Date(s)  | 31 Mar, 30 Jun, 30 Sep and 31 Dec of each year for the period from and including the Issue Date to, but excluding, the Maturity Date. |
| (e) | Fixed Rate Payer Calculation Period   | 3 Months  |
| (f) | Fixed Rate  | 2.30%   |
| (g) | Fixed Rate Day Count Fraction   | Actual/365  |
| (h) | Fixed Amount  |   |
| (i) | Determination of Fixed Amount if Condition 8.7.1.2 ( <i>Calculation of Fixed Amount</i> ) is not applicable   | Not Applicable  |
| (j) | Relating Fixed Rate Payer Payments to Fixed Rate Payer if Condition 8.7.3 ( <i>Relating Fixed Rate Payer Payments to Fixed Rate Payer Calculation Periods</i> ) 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 | ZAR300,000,000.00                         |

**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 ( <i>Credit Event Notice after Restructuring</i> ) | 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 Sources      |

**4. Credit Events**

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

- |       |                                |   |
|-------|--------------------------------|---|
| (a)   | <b>Bankruptcy</b>              | Yes   |
| (b)   | <b>Failure to Pay</b>          | Yes   |
| (i)   | Grace Period Extension         | Yes   |
|       | Applicable                     |   |
| (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)   | <b>Obligation Default</b>      | 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)   | <b>Obligation Acceleration</b> | 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.   |
| (e)   | <b>Repudiation/Moratorium</b>  | 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)   | <b>Restructuring</b>           | Yes   |
| (i)   | Multiple Holder Obligation     | No  |
|       | Applicable                     |   |
| (ii)  | Default Requirement            | USD10,000,000.00 or or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event.  |
| (iii) | Permitted Currency/ies         | ZAR   |

## 5. Obligations

- (a) **Obligation Category:** (Note: select only one)
- |       |                            |     |
|-------|----------------------------|-----|
| (i)   | Payment                    | No  |
| (ii)  | Borrowed Money             | No  |
| (iii) | Reference Obligations Only | No  |
| (iv)  | Bond                       | No  |
| (v)   | Loan                       | No  |
| (vi)  | Bond or Loan               | Yes |
- (b) **Obligation Characteristics:** (Note: select all that apply)
- |       |                       |     |
|-------|-----------------------|-----|
| (i)   | Not Subordinated      | Yes |
| (ii)  | Specified Currency    | No  |
| (iii) | Not Sovereign Lender  | Yes |
| (iv)  | Not Domestic Currency | No  |
| (v)   | Not Domestic Law      | No  |
| (vi)  | Listed                | Yes |
| (vii) | Not Domestic Issuance | No  |
- (c) Additional Obligations (Note: see Not Applicable

*Condition 8.4.5.11 (Obligation)*

- |     |  |                |
|-----|--|----------------|
| (d) | Excluded Obligation(s) ( <i>Note: see Condition 8.4.5.11 (Obligation)</i> )  | Not Applicable |
| (e) | Specified Currency   | ZAR            |
| (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                 | Yes            |
| (i)  | Delivery of Deliverable Obligations | Applicable     |
| (ii) | Partial Cash Settlement Terms       | Not Applicable |

**8. Terms relating to Physical Settlement**

- |     |                            |                          |
|-----|----------------------------|--------------------------|
| (a) | Physical Settlement Period | 30 Business Days         |
| (b) | Deliverable Obligations    | Exclude Accrued Interest |

**(c) Deliverable Obligation Category:**  
(*Note: select only one*)

- |       |                            |     |
|-------|----------------------------|-----|
| (i)   | Payment                    | No  |
| (ii)  | Borrowed Money             | No  |
| (iii) | Reference Obligations Only | No  |
| (iv)  | Bond                       | No  |
| (v)   | Loan                       | No  |
| (vi)  | Bond or Loan               | Yes |

**(d) Deliverable Obligation Characteristics:** (*Note: select all that apply*)

- |        |                           |     |
|--------|---------------------------|-----|
| (i)    | Not Subordinated          | Yes |
| (ii)   | Specified Currency        | No  |
| (iii)  | Not Sovereign Lender      | Yes |
| (iv)   | Not Domestic Currency     | No  |
| (v)    | Not Domestic Law          | No  |
| (vi)   | Listed                    | Yes |
| (vii)  | Not Contingent            | Yes |
| (viii) | Not Domestic Issuance     | No  |
| (ix)   | Assignable Loan           | Yes |
| (x)    | Consent Required Loan     | Yes |
| (xi)   | Direct Loan Participation | No  |
| (xii)  | Transferable              | Yes |
| (xiii) | Maximum Maturity          | Yes |

- (xiv) Accelerated Yes
- (xv) Not Bearer Yes
- (c) additional Deliverable Obligations (Note: see Condition 8.4.5.12 (Deliverable Obligation)) Not Applicable
- (f) Excluded Deliverable Obligation(s) (Note: see Condition 8.4.5.12 (Excluded Deliverable Obligation)) Not Applicable
- (g) Qualifying Participation Seller Not Applicable
- (h) Maximum Maturity 30 years
- (i) **Designator:** (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
- (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

## 9. Partial Cash Settlement

### 9.1 Partial Cash Settlement Terms

- (a) Partial Cash Settlement of No Consent Required Loans Applicable
- (b) Partial Cash Settlement of No Assignable Loans Applicable
- (c) Partial Cash Settlement of No Participations 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 interest accrued (if any) to the date fixed for redemption
- 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, 2 <sup>nd</sup> 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                    | Not Applicable  |
| 2.  | Additional selling restrictions                               | Not Applicable  |
| 3.  | International Securities Numbering (ISIN)                     | ZAG000076340  |
| 4.  | Stock Code Number   | NCLN54  |
| 5.  | Financial Exchange  | JSE Limited   |
| 6.  | Dealer  | Nedbank Capital   |
| 7.  | Stabilisation Manager   | Not Applicable  |
| 8.  | Rating assigned to this Tranche of Notes as at the Issue Date | Not Applicable  |
| 9.  | Credit rating of the Issuer as at the Issue Date              | Not Applicable  |
| 10. | Governing law   | South African law   |
| 11. | Other Banking Jurisdiction                                    | Not Applicable  |
| 12. | 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 54 of the Notes on BESA, as from 31 March 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: \_\_\_\_\_

duly authorised

Date: 25/3/10

By: \_\_\_\_\_

duly authorised

Date: 25/3/2010.