
APPLICABLE PRICING SUPPLEMENT

Investec Bank Limited

(Incorporated with limited liability under Registration Number 1969/004763/06 in South Africa)

Issue of ZAR 130,000,000 (One hundred and thirty million Rand) Senior Unsecured Indexed Notes

Under the stock code IBL34

Under its Domestic Medium Term Note Programme

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (“**Terms and Conditions**”) set forth in the Programme Memorandum dated **12 February 2003** (the “**Programme Memorandum**”). This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum. 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.

DESCRIPTION OF THE NOTES

1.	Issuer	Investec Bank Limited
2.	Senior Notes or Subordinated Notes	Senior Unsecured
3.	Tranche Number	1
	Series Number	1
4.	Aggregate Principal Amount of Tranche	ZAR 130,000,000 (One hundred and thirty Million Rand)
5.	Interest/Payment Basis	Indexed Notes
6.	Form of Notes	Registered Notes
7.	Automatic/ Conversion from one Interest Basis to another	N/A
8.	Issue Date	3 November 2011
9.	Business Centre	Johannesburg
10.	Additional Business Centre	N/A
11.	Principal Amount per Note	ZAR1,000,000
12.	Specified Denomination	ZAR1,000,000
13.	Issue Price	110.28507%

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14.	Interest Commencement Date	31 July 2011
15.	Maturity Date	31 January 2017
16.	Specified Currency	ZAR
17.	Applicable Business Day Convention	Following Business Day
18.	Calculation Agent	Issuer
19.	Paying Agent	Issuer
20.	Specified office of the Paying Agent	100 Grayston Drive, Sandown, Sandton
21.	Transfer Agent	Issuer
22.	Final Redemption Amount	Principal Amount per Note*(Reference CPI (as defined in 68 below) on Maturity Date/Base CPI (as defined in 68 below)), subject to adjustment in accordance with the Capital Guarantee
23.	Capital Guarantee	If the Final Redemption Amount is less than the Principal Amount per Note, the Final Redemption Amount shall be ZAR1,000,000
24.	Final Coupon	The final coupon payment to be made in respect of this Note shall exclude any adjustments in respect of the Capital Guarantee

PARTLY PAID NOTES

25.	Amount of each payment comprising the Issue Price	N/A
26.	Date upon which each payment is to be made by Noteholder	N/A
27.	Consequences (if any) of failure to make any such payment by Noteholder	N/A
28.	Interest Rate to accrue on the first and subsequent instalments after the due date for payment of such instalments	N/A

INSTALMENT NOTES

29.	Instalment Dates	N/A
30.	Instalment Amounts (expressed as a percentage of the aggregate Principal Amount of the Notes)	N/A

FIXED RATE NOTES

31.	(a) Interest Rate(s)	N/A
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- (b) Interest Payment Date(s) N/A
- (c) Initial Broken Amount N/A
- (d) Final Broken Amount N/A
- (e) Any other terms relating to the particular method of calculating interest N/A

FLOATING RATE NOTES

- 32. (a) Interest Payment Date(s) N/A
- (b) Interest Period(s) N/A
- (c) Definitions of Business Day (if different from that set out in Condition 1) N/A
- (d) Interest Rate(s) N/A
- (e) Minimum Interest Rate N/A
- (f) Maximum Interest Rate N/A
- (g) Other terms relating to the method of calculating interest (e.g., Day Count Fraction, rounding up provision, if different from Condition 8.2) N/A
- 33. Manner in which the Interest Rate is to be determined N/A
- 34. Margin N/A
- 35. If ISDA Determination
 - (a) Floating Rate N/A
 - (b) Floating Rate Option N/A
 - (b) Designated Maturity N/A
 - (c) Reset Date(s) N/A
- 36. If Screen Determination
 - (a) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated) N/A
 - (b) Interest Determination Date(s) N/A
 - (c) Relevant Screen Page and Reference Code N/A
- 37. If Interest Rate to be calculated otherwise than by reference to 33 or 34 above, insert basis for determining Interest Rate/Margin/Fall back provisions N/A

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38. Calculation Agent (if not the Issuer) N/A

MIXED RATE NOTES

39. Period(s) during which the interest rate for the Mixed Rate Notes will be (as applicable) that for:

- (a) Fixed Rate Notes N/A
- (b) Floating Rate Notes N/A
- (c) Indexed Notes N/A
- (d) Other Notes N/A

The interest rate and other pertinent details are set out under the headings relating to the applicable forms of Notes

ZERO COUPON NOTES

- 40. (a) Implied Yield N/A
- (b) Reference Price N/A
- (c) Any other formula or basis for determining amount(s) payable N/A

INDEXED NOTES

- 41. (a) Type of Indexed Notes Indexed Interest and Indexed Redemption Amount Notes
- (b) Index by reference to which Interest Amount and Final Redemption Amount is to be determined CPI Index as per 68
- (c) Coupon 2.50 % semi-annual
- (d) Real Yield 2.00%
- (e) Formula by reference to which the Interest Amount is to be determined $(\text{Principal Amount per Note} * \text{Coupon}) * (\text{Reference CPI} / \text{Base CPI}) / 2$
- (f) Formula by reference to which the Final Redemption Amount is to be determined $\text{Principal Amount per Note} * (\text{Reference CPI on Maturity Date} / \text{Base CPI})$
- (g) Interest Payment Date(s) Semi-annually on each 31 January and each 31 July commencing on 31 January 2012 until 31 January 2017
- (f) Calculation Agent (if not the Issuer) N/A
- (g) Provisions where calculation by reference to Index and/or Formula is impossible or impracticable If prior to Maturity Date, the CPI Index is discontinued then the Calculation Agent will, after consultation with Statistics South Africa or any successor entity,

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substitute an appropriate alternative index in its discretion which shall be deemed to be the CPI Index for the purposes of this Note.

As soon as practicable after effecting any substitution of an alternative index as provided for in this section, notice of such substitution and the effective date thereof, shall be communicated in writing to the JSE Limited by the Issuer.

EXCHANGEABLE NOTES

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| 42. Mandatory Exchange applicable? | N/A |
| 43. Noteholders' Exchange Right applicable? | N/A |
| 44. Exchange Securities | N/A |
| 45. Manner of determining Exchange Price | N/A |
| 46. Exchange Period | N/A |
| 47. Other | N/A |

OTHER NOTES

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|---|-----|
| 48. If the Notes are not Partly Paid Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes or Indexed Notes, or if the Notes are a combination of any of the foregoing, set out the relevant description and any additional Terms and Conditions relating to such Notes | N/A |
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PROVISIONS REGARDING REDEMPTION/ MATURITY

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| 49. Prior consent of Registrar of Banks required for any redemption prior to the Maturity Date | No |
| 50. Issuer's Optional Redemption: if yes: | No |
| (a) Optional Redemption Date(s) | N/A |
| (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s) | N/A |
| (c) Minimum Period of Notice (if different to Condition 11.3) | N/A |
| (d) If redeemable in part: | |
| Minimum Redemption Amount(s) | N/A |

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	Higher Redemption Amount(s)	N/A
(e)	Other terms applicable on Redemption	N/A

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51. Redemption at the option of the Noteholders: No
if yes:
- (a) Optional Redemption Date(s) N/A
- (b) Optional Redemption Amount(s) and N/A
method, if any, of calculation of such
amount(s)
- (c) Minimum period of notice (if different to N/A
Condition 11.4)
- (d) If redeemable in part:
- Minimum Redemption Amount(s) N/A
- Higher Redemption Amount(s) N/A
- (e) Other terms applicable on Redemption N/A
- (f) Attach *pro forma* put notice(s)
52. Early Redemption Amount(s) payable on Final Redemption Amount
redemption for taxation reasons or on Event of
Default

GENERAL

53. Qualification of Notes as Secondary Capital No
under the Banks Act, 1990
54. Qualification of Notes as Tertiary Capital under No
the Banks Act, 1990
55. Condition 6.4 to apply (deferral of interest and No
principal payments)?
56. Additional selling restrictions N/A
57. (a) International Securities Numbering (ISIN) ZAG000090556
(b) Stock Code IBL34
58. Financial Exchange Interest Rate Market of the
Johannesburg Stock Exchange
59. If syndicated, names of managers N/A
60. Receipts attached? If yes, number of Receipts No
attached N/A
61. Coupons attached? If yes, number of Coupons No
attached N/A

62.	Talons attached? If yes, number of Talons attached	No N/A
63.	Credit Rating assigned to Notes as at Issue Date (if any)	N/A
64.	Stripping of Receipts and/or Coupons prohibited as provided in Condition 16.4?	N/A
65.	Governing law (if the laws of South Africa are N/A)	N/A
66.	Other Banking Jurisdiction	N/A
67.	Last Day to Register	(1) 17h00 on 20 July and 20 January of each year commencing on 20 January 2012 subject to any changes that may be effected to the Books Closed Period by the Issuer as contemplated below; (2) The “books closed period” (during which the register will be closed) will be from each 21 July and 21 January to the applicable Interest Payment Date, commencing on 21 January 2012, or such other period preceding an Interest Payment Date as determined by the Issuer from time to time.
68.	Other Provision	Additional Applicable Definitions
	Base CPI	110.44 being the Base CPI of the R211 Government Bond
	CPI Index	Means the weighted average of the consumer price index as published by Statistics South Africa, which is referred to as “Headline CPI – All urban areas (Primary and secondary)” in Statistical release P0141, or such substituted index as may be determined by the Calculation Agent.
	Reference CPI	Means the CPI Index for the fourth

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calendar month preceding the calendar month in which the applicable Interest Payment Date occurs, where the applicable Interest Payment Date is the first day of any calendar month. If the applicable Interest Payment Date occurs on a day other than the first day of a calendar month, then the Reference CPI shall be determined in accordance with the following formula:

$$\text{Ref.CPI} = \text{Ref. CPI}_j + [(t - 1) / D] \times (\text{Ref. CPI}_{j+1} - \text{Ref. CPI}_j)$$

Where:

- (a) Ref.CPI_j is the reference CPI for the first day of the calendar month which shall be the CPI Index for the fourth calendar month preceding the calendar month in which the applicable Interest Payment Date occurs;
- (b) Ref.CPI_{j+1} is the Reference CPI for the third calendar month preceding the calendar month in which the applicable Interest Payment Date occurs;
- (c) T is the calendar day corresponding to the applicable Interest Payment Date; and
- (d) D is the number of days in the calendar month in which the applicable Interest payment Date occurs.

Adjustment to CPI Index

If the CPI Index is reset, then a new Reference CPI that is applicable for the issue date will (if the Calculation Agent deems it necessary) be calculated in such a way that the Final Redemption Amount is the

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same immediately before and after the reset.

Failure/delay of Index to published

If as a result of a one month delay in the publication of the CPI Index, the reference CPI is not available in order to make a determination in accordance with the formula above, then subject to the terms below, a substitute CPI Index value calculated as follows will be used:

$$CPI_m = CPI_{m-1} \times (CPI_{m-1} / CPI_{m-13})^{1/12}$$

Where:

(a) CPI_m is the Substitute CPI Index for the month that is required;

(b) m = month

in the event of a delay of more than one month, CPI_m shall be determined in accordance with the following formula:

$$CPI_m = CPI_{m-n} \times (CPI_{m-n} / CPI_{m-n-12})^{n/12}$$

Where:

(a) n is the number of months' delay.

When the above formulae are used to calculate a Substitute Reference CPI value, then such formulae shall be used for all subsequent calculations that rely on that month's Index Ratio, and shall not be replaced by the actual Reference CPI when the CPI Index is reported, except for use in the above formulae. Further, when the above formulae are used to

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calculate a Substitute Reference CPI value, the last CPI Index that has been reported will be used to calculate Reference CPI values for the month(s) in which the CPI Index has not been reported timeously.

67. Other Provisions: For purposes of the IBL34 the following clause shall be added as an additional Event of Default for purposes of Condition 14.1:

Cross Default of the Issuer

- (i) any Financial Indebtedness of the Issuer is not paid when due or within any originally applicable grace period;
- (ii) any such Financial Indebtedness becomes (or becomes capable of being declared) due and payable prior to its stated maturity otherwise than at the option of the Issuer or (provided that no event of default, howsoever described, has occurred) any person entitled to such Financial Indebtedness; or
- (iii) the Issuer fails to pay when due any amount payable by it under any guarantee of any Financial Indebtedness;

provided that the amount of Financial Indebtedness referred to in sub paragraph (i) and/or sub paragraph (ii) above and/or the amount payable under any guarantee referred to in subparagraph (iii) above individually or in the aggregate exceeds 2.5% of the Issuer's Consolidated Tangible Net Worth (or its equivalent in any other currency or currencies).

For purposes of the above clause the following definitions will apply:

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- (a) **“Financial Indebtedness”** means any indebtedness of any person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:
- (i) amounts raised by acceptance under any acceptance credit facility;
 - (ii) amounts raised under any note purchase facility;
 - (iii) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
 - (iv) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 90 days; and
 - (v) amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing.
- (b) **“Capital Stock”** means any shares, interests, right to purchase, warrants, options, participations or other equivalent of or interests (however designated) in equity of the Issuer, including any Preferred Stock, but excluding any debt securities convertible to such equity;
- (c) **“Consolidated Tangible Net Worth”** means the amount (including any share premium) for the time being paid up or credited as paid up on the issued

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Capital Stock of the Issuer:

plus the amount standing to the credit, or, as the case may be, minus the amount standing to the debit of the capital and revenue reserves of the Issuer and its subsidiaries but excluding any amounts attributable to goodwill and other intangible assets; and

plus any amount standing to the credit, or, as the case may be, minus any amount standing to the debit of the consolidated profit and loss account of the Issuer and its subsidiaries excluding the effect of any write-off or amortisation in relation to intangible assets or goodwill on the consolidated profit and loss account,

and in each case as shown in, or otherwise calculated by reference to the latest Statutory Consolidated Accounts;

(d) **“Preferred Stock”** means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary liquidation or dissolution of the Issuer, over shares of Capital Stock of any other class of the Issuer; and

(e) **“Statutory Consolidated Accounts”** means the annual audited consolidated accounts published by the Issuer from time to time and prepared in accordance with International Financial Reporting Standards.

68. Authorised Amount under the Programme Memorandum

R25,000,000,000 (twenty five billion Rand)

69. Value of Total Notes in Issue under Programme

ZAR16,662,019,726 (sixteen billion six hundred and sixty two million

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nineteen thousand seven hundred
and twenty six Rand)

70. Credit Rating

See Annexure 1 attached.

71. Capital Process Followed

Private Placement

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 the Programme Memorandum and Pricing Supplement contains all information required by law and the JSE Listings Requirements, The Issuer shall accept full responsibility for the accuracy of the information contained in the Programme Memorandum, 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 therein.

Application is hereby made to list this issue of Notes pursuant to the approval of the Domestic Medium Term Note Programme of Investec Bank Limited as from 3 November 2011.

INVESTEC BANK LIMITED

Issuer

By: 
duly authorised

By: ABottha

duly authorised

ANNEXURE 1

Rating agency		Investec Bank Limited - a subsidiary of Investec Limited	Ratings Given	Ratings to be updated
Fitch	Individual rating	C	April 2011	Discussions were held. Updated rating expected November/December 2011
	Support rating	2		
	Foreign currency			
	Short-term	F3		
	Long-term	BBB		
	National			
	Short-term	F1(zaf)		
	Long-term	A+(zaf)		
Moody's	Bank financial strength rating	C-	December 2010	Discussions were held. Updated rating expected November/December 2011
	Foreign currency			
	Short-term deposit rating	Prime -2		
	Long-term deposit rating	A3		
	National			
	Short-term	P1(za)		
Global Credit Ratings	Long-term	Aa2(za)		Discussions were held. Updated rating expected November/December 2011
	Local currency		November 2010	
	Short-term rating	A1+(za)		
	Long-term rating	AA-(za)		

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