

Covered Bond

Monthly Investor Report

Dutch National Transparency Template Covered Bond

Reporting period: 1 December 2014 - 31 December 2014

Reporting Date: 20 January 2015

AMOUNTS ARE IN EURO

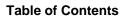
ING Bank N.V.



+32 2 547 26 69, Email: capital.management@ing.be

Report Version 1.8- 19 June 2014







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Covered Bonds

Series	ISIN	Currency	Initial Principal Balance	Outstanding Amount	Coupon	Issuance Date	Maturity Date	IRS Counterparty
Series 01	XS0353943540	EUR	1,000,000,000.00	0.00	4.2500%	19/03/08	19/03/13	ING Bank N.V.
Series 02		EUR	20,000,000.00	20,000,000.00 5.6100% 2		21/05/08	21/05/48	ING Bank N.V.
Series 03	XS0368232327	EUR	2,400,000,000.00	2,400,000,000.00	5.2500%	05/06/08	05/06/18	ING Bank N.V.
Series 04		EUR	20,000,000.00	20,000,000.00	5.8000%	09/06/08	08/06/48	ING Bank N.V.
Series 05		EUR	25,800,000.00	25,800,000.00	5.8000%	10/06/08	10/06/48	ING Bank N.V.
Series 06		EUR	20,000,000.00	20,000,000.00	6.0000%	18/06/08	18/06/48	ING Bank N.V.
Series 07	CH0043432514	CHF	200,000,000.00	0.00	3.7500%	24/07/08	24/07/12	ING Bank N.V.
		EUR*	123,319,768.16	0.00				
Series 08	CH0043432548	CHF	150,000,000.00	150,000,000.00	4.0000%	24/07/08	24/04/15	ING Bank N.V.
		EUR*	92,489,826.12	92,489,826.12				
Series 09	XS0383944013	EUR	100,000,000.00	0.00	Euribor3M + 0.23%	19/08/08	19/08/11	ING Bank N.V.
Series 10		CHF	30,000,000.00	30,000,000.00	3.4030%	05/09/08	05/01/16	ING Bank N.V.
		EUR*	18,677,624.21	18,677,624.21				
Series 11		CHF	30,000,000.00	30,000,000.00	3.4800%	05/09/08	05/01/17	ING Bank N.V.
		EUR*	18,677,624.21	18,677,624.21				
Series 12		CHF	30,000,000.00	30,000,000.00	3.5300%	05/09/08	05/09/17	ING Bank N.V.
		EUR*	18,677,624.21	18,677,624.21				
Series 13		EUR	20,000,000.00	20,000,000.00	5.5550%	08/09/08	08/09/48	ING Bank N.V.
Series 14		EUR	22,000,000.00	22,000,000.00	5.5400%	12/09/08	14/09/48	ING Bank N.V.
Series 15		EUR	55,000,000.00	55,000,000.00	4.7400%	10/12/08	11/12/23	ING Bank N.V.
Series 16		EUR	55,000,000.00	55,000,000.00	4.7400%	10/12/08	11/12/23	ING Bank N.V.
Series 17		EUR	117,500,000.00	117,500,000.00	5.3125%	27/02/09	27/02/24	ING Bank N.V.
Series 18		EUR	60,500,000.00	60,500,000.00	5.1800%	10/03/09	10/03/25	ING Bank N.V.
Series 19		EUR	190,000,000.00	190,000,000.00	4.2650%	26/03/09	26/03/29	ING Bank N.V.
Series 20		EUR	55,000,000.00	55,000,000.00	5.4720%	30/03/09	30/03/26	ING Bank N.V.
Series 21		EUR	110,000,000.00	110,000,000.00	5.0000%	23/04/09	23/04/21	ING Bank N.V.
Series 22	XS0430609296	EUR	1,250,000,000.00	1,250,000,000.00	4.7500%	27/05/09	27/05/19	ING Bank N.V.
Series 23		EUR	30,000,000.00	30,000,000.00	5.3000%	30/06/09	30/06/29	ING Bank N.V.
Series 24		EUR	85,000,000.00	85,000,000.00	4.8550%	17/07/09	17/07/24	ING Bank N.V.
Series 25		EUR	2,000,000.00	2,000,000.00	4.0500%	17/07/09	17/07/17	ING Bank N.V.
Series 26		EUR	85,000,000.00	85,000,000.00	5.0500%	17/07/09	17/07/29	ING Bank N.V.
Series 27		EUR	160,000,000.00	0.00	4.7000%	21/07/09	31/10/11	ING Bank N.V.
Series 28	XS0441116752	EUR	40,000,000.00	40,000,000.00	4.7000%	21/07/09	21/07/21	ING Bank N.V.
Series 29	XS0455122076	EUR	2,000,000,000.00	0.00	3.0000%	30/09/09	30/09/14	ING Bank N.V.
Series 30		EUR	50,000,000.00	50,000,000.00	4.5600%	05/10/09	01/11/39	ING Bank N.V.
Series 31		EUR	20,000,000.00	20,000,000.00	4.5250%	09/10/09	06/11/34	ING Bank N.V.
Series 32		EUR	20,000,000.00	20,000,000.00	4.5200%	14/10/09	14/10/39	ING Bank N.V.



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Series	ISIN	Currency	Initial Principal Balance	Outstanding Amount	Coupon	Issuance Date	Maturity Date	IRS Counterparty
Series 33		EUR	200,000,000.00	200,000,000.00	4.0800%	03/11/09	03/11/22	ING Bank N.V.
Series 34		EUR	40,000,000.00	40,000,000.00	4.4400%	21/12/09	21/12/29	ING Bank N.V.
Series 35		EUR	85,000,000.00	85,000,000.00	4.1590%	21/12/09	21/01/25	ING Bank N.V.
Series 36		EUR	44,000,000.00	44,000,000.00	4.5350%	12/01/10	12/01/40	ING Bank N.V.
Series 37	XS0479696204	EUR	1,250,000,000.00	1,250,000,000.00	4.0000%	18/01/10	17/01/20	ING Bank N.V.
Series 38		EUR	20,000,000.00	20,000,000.00	4.5000%	05/03/10	05/03/30	ING Bank N.V.
Series 39		EUR	15,000,000.00	15,000,000.00	4.4300%	09/03/10	09/03/40	ING Bank N.V.
Series 40		EUR	130,000,000.00	130,000,000.00	4.0380%	15/03/10	15/03/23	ING Bank N.V.
Series 41	XS0497141142	EUR	1,850,000,000.00	1,850,000,000.00	3.3750%	23/03/10	23/03/17	ING Bank N.V.
Series 42		EUR	10,000,000.00	10,000,000.00	3.8525%	24/03/10	24/03/21	ING Bank N.V.
Series 43		EUR	13,000,000.00	13,000,000.00	4.0500%	31/03/10	31/03/25	ING Bank N.V.
Series 44		EUR	22,000,000.00	22,000,000.00	4.4800%	09/04/10	09/04/40	ING Bank N.V.
Series 45		EUR	55,000,000.00	55,000,000.00	4.5500%	13/04/10	13/04/40	ING Bank N.V.
Series 46		EUR	50,000,000.00	50,000,000.00	4.0400%	15/04/10	15/04/25	ING Bank N.V.
Series 47		EUR	25,000,000.00	25,000,000.00	4.1100%	19/04/10	22/04/25	ING Bank N.V.
Series 48		EUR	35,000,000.00	35,000,000.00	4.4520%	23/04/10	23/04/30	ING Bank N.V.
Series 49		EUR	41,000,000.00	41,000,000.00	4.1400%	04/06/10	04/06/40	ING Bank N.V.
Series 50		EUR	51,000,000.00	51,000,000.00	4.1200%	08/06/10	08/06/40	ING Bank N.V.
Series 51		EUR	20,000,000.00	20,000,000.00	4.1000%	22/06/10	22/06/40	ING Bank N.V.
Series 52		EUR	31,000,000.00	31,000,000.00	4.3100%	29/06/10	29/06/40	ING Bank N.V.
Series 53	XS0523524790	EUR	10,000,000.00	10,000,000.00	Euribor3M + 0.65%	06/07/10	27/09/20	ING Bank N.V.
Series 54		EUR	25,000,000.00	25,000,000.00		15/07/10	15/07/30	ING Bank N.V.
Series 55		EUR	20,000,000.00	20,000,000.00	4.0600%	15/07/10	15/07/30	ING Bank N.V.
Series 56		EUR	8,500,000.00	8,500,000.00	4.0600%	15/07/10	15/07/30	ING Bank N.V.
Series 57		EUR	26,500,000.00	26,500,000.00	4.0600%	15/07/10	15/07/30	ING Bank N.V.
Series 58		EUR	5,000,000.00	5,000,000.00	4.0600%	15/07/10	15/07/30	ING Bank N.V.
Series 59		EUR	5,000,000.00	5,000,000.00	4.0600%	15/07/10	15/07/30	ING Bank N.V.
Series 60		EUR	13,000,000.00	13,000,000.00	4.0600%	15/07/10	15/07/30	ING Bank N.V.
Series 61		EUR	57,000,000.00	57,000,000.00	4.0600%	15/07/10	15/07/30	ING Bank N.V.
Series 62		EUR	115,000,000.00	115,000,000.00	4.0600%	15/07/10	15/07/30	ING Bank N.V.
Series 63		EUR	25,000,000.00	25,000,000.00	4.0600%	15/07/10	15/07/30	ING Bank N.V.
Series 64		EUR	100,000,000.00	100,000,000.00	4.1500%	23/07/10	23/07/30	ING Bank N.V.
Series 65	XS0537421736	EUR	2,000,000,000.00	2,000,000,000.00	2.2500%	31/08/10	31/08/15	ING Bank N.V.
Series 66		EUR	150,000,000.00	150,000,000.00	3.4600%	15/09/10	15/09/27	ING Bank N.V.
Series 67		EUR	32,000,000.00	32,000,000.00	3.4650%	30/09/10	29/09/23	ING Bank N.V.
Series 68		EUR	20,000,000.00	20,000,000.00	3.5600%	27/09/10	29/09/25	ING Bank N.V.
Series 69		EUR	68,000,000.00	68,000,000.00	3.5000%	30/09/10	30/09/27	ING Bank N.V.
Series 70		EUR	10,000,000.00	10,000,000.00	3.7800%	21/10/10	21/10/30	ING Bank N.V.



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Series	ISIN	Currency	Initial Principal Balance	Outstanding Amount	Coupon	Issuance Date	Maturity Date	IRS Counterparty
Series 71		EUR	10,000,000.00	10,000,000.00	4.0000%	21/10/10	21/10/30	ING Bank N.V.
Series 72	XS0552397118	NOK	500,000,000.00	500,000,000.00	4.6000%	27/10/10	27/10/20	ING Bank N.V.
		EUR*	61,812,337.74	61,812,337.74				
Series 73	XS0555431278	NOK	500,000,000.00	500,000,000.00	4.7150%	02/11/10	02/11/20	ING Bank N.V.
		EUR*	61,576,354.68	61,576,354.68				
Series 74		EUR	40,000,000.00	40,000,000.00	4.0000%	09/11/10	09/11/40	ING Bank N.V.
Series 75		EUR	63,000,000.00	63,000,000.00	3.0100%	19/11/10	19/11/18	ING Bank N.V.
Series 76	CH012041325	CHF	350,000,000.00	350,000,000.00	1.8750%	24/11/10	29/08/18	ING Bank N.V.
		EUR*	259,740,259.73	259,740,259.73				
Series 77	US449786AH59	USD	1,000,000,000.00	1,000,000,000.00	2.5000%	24/11/10	14/01/16	ING Bank N.V.
		EUR*	735,294,117.65	735,294,117.65				
Series 78		EUR	20,000,000.00	20,000,000.00	3.7800%	25/11/10	25/11/25	ING Bank N.V.
Series 79		EUR	20,000,000.00	20,000,000.00	3.0400%	29/11/10	29/11/17	ING Bank N.V.
Series 80		EUR	20,000,000.00	20,000,000.00	4.3500%	08/12/10	10/12/40	ING Bank N.V.
Series 81		EUR	40,000,000.00	40,000,000.00	4.3400%	10/12/10	10/12/40	ING Bank N.V.
Series 82	XS0576072622	EUR	1,550,000,000.00	1,550,000,000.00	3.3750%	11/01/11	11/01/18	ING Bank N.V.
Series 83		EUR	42,000,000.00	42,000,000.00	4.4000%	14/01/11	14/01/41	ING Bank N.V.
Series 84	XS0586995442	NOK	500,000,000.00	500,000,000.00	5.1150%	01/02/11	01/02/21	ING Bank N.V.
		EUR*	63,572,790.85	63,572,790.85				
Series 85		NOK	500,000,000.00	500,000,000.00	5.1900%	03/02/11	03/02/21	ING Bank N.V.
		EUR*	63,532,401.52	63,532,401.52				
Series 86		EUR	10,000,000.00	10,000,000.00	4.0600%	09/02/11	29/03/21	ING Bank N.V.
Series 87		EUR	23,000,000.00	23,000,000.00	4.7400%	01/03/11	01/03/41	ING Bank N.V.
Series 88	XS0598250115	EUR	2,000,000,000.00	2,000,000,000.00	3.2500%	03/03/11	03/03/16	ING Bank N.V.
Series 89		EUR	50,000,000.00	50,000,000.00	4.2230%	03/03/11	03/03/28	ING Bank N.V.
Series 90	CH0126516043	CHF	125,000,000.00	125,000,000.00	2.6250%	23/03/11	23/03/21	ING Bank N.V.
		EUR*	96,547,462.73	96,547,462.73				
Series 91	XF0000B02994	EUR	100,000,000.00	100,000,000.00	4.1250%	16/03/11	16/03/21	ING Bank N.V.
Series 92		EUR	116,000,000.00	116,000,000.00	4.0100%	25/03/11	25/03/21	ING Bank N.V.
Series 93		EUR	15,000,000.00	15,000,000.00	4.3000%	25/03/11	25/09/24	ING Bank N.V.
Series 94		EUR	10,000,000.00	10,000,000.00	4.6500%	25/03/11	25/03/31	ING Bank N.V.
Series 95		EUR	21,000,000.00	21,000,000.00	4.2500%	28/03/11	28/03/23	ING Bank N.V.
Series 96		EUR	15,000,000.00	15,000,000.00	4.4450%	30/03/11	30/03/26	ING Bank N.V.
Series 97		EUR	30,000,000.00	30,000,000.00	4.5500%	04/04/11	05/04/27	ING Bank N.V.
Series 98		EUR	15,000,000.00	15,000,000.00	4.6250%	07/04/11	22/12/31	ING Bank N.V.
Series 99		EUR	16,000,000.00	16,000,000.00 4.2600%		12/04/11	12/04/21	ING Bank N.V.
Series 100		EUR	28,000,000.00				18/04/28	ING Bank N.V.
Series 101		EUR	10,000,000.00			15/04/11 27/04/11	27/04/22	ING Bank N.V.
Series 102		EUR	65,000,000.00			12/05/11	12/05/26	ING Bank N.V.
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Series	ISIN	Currency	Initial Principal Balance	Outstanding Amount	Coupon	Issuance Date	Maturity Date	IRS Counterparty
Series 103		EUR	25,000,000.00	25,000,000.00	4.2800%	16/06/11	16/06/26	ING Bank N.V.
Series 104		EUR	50,000,000.00	50,000,000.00 3.9400%		01/07/11	01/07/21	ING Bank N.V.
Series 105		EUR	110,000,000.00	110,000,000.00	4.0900%	08/07/11	08/07/21	ING Bank N.V.
Series 106		EUR	100,000,000.00	100,000,000.00	4.5100%	08/07/11	08/07/31	ING Bank N.V.
Series 107		EUR	100,000,000.00	100,000,000.00	4.1900%	03/08/11	03/08/26	ING Bank N.V.
Series 108		EUR	24,500,000.00	24,500,000.00	3.9050%	25/08/11	25/08/31	ING Bank N.V.
Series 109	XS0671362506	EUR	1,750,000,000.00	1,750,000,000.00	3.6250%	31/08/11	31/08/21	ING Bank N.V.
Series 110		NOK	500,000,000.00	500,000,000.00	5.0300%	07/09/11	07/09/26	ING Bank N.V.
		EUR*	63,979,526.55	63,979,526.55				
Series 111		EUR	40,000,000.00	40,000,000.00	3.9500%	02/09/11	02/09/31	ING Bank N.V.
Series 112		EUR	102,000,000.00	102,000,000.00	4.2800%	07/09/11	07/09/40	ING Bank N.V.
Series 113		EUR	4,000,000.00	4,000,000.00	4.2800%	07/09/11	07/09/40	ING Bank N.V.
Series 114		EUR	21,000,000.00	21,000,000.00	4.0000%	20/10/11	20/10/31	ING Bank N.V.
Series 115		EUR	185,000,000.00	185,000,000.00	3.5000%	15/11/11	13/11/26	ING Bank N.V.
Series 116	XS0728783373	EUR	1,750,000,000.00	1,750,000,000.00	3.3750%	10/01/12	10/01/22	ING Bank N.V.
Series 117		NOK	1,000,000,000.00	1,000,000,000.00	4.7000%	07/03/12	07/03/27	ING Bank N.V.
		EUR*	133,466,800.13	133,466,800.13				
Series 118		EUR	20,000,000.00	20,000,000.00	3.7500%	22/03/12	22/03/32	ING Bank N.V.
Series 119		EUR	20,000,000.00	20,000,000.00	2.7900%	01/06/12	01/06/27	ING Bank N.V.
Series 120		EUR	10,000,000.00	10,000,000.00	2.9300%	11/07/12	11/07/42	ING Bank N.V.
Series 121		EUR	100,000,000.00	100,000,000.00	2.8750%	20/07/12	20/07/29	ING Bank N.V.
Series 122		EUR	10,000,000.00	10,000,000.00	2.8000%	20/07/12	20/07/27	ING Bank N.V.
Series 123		EUR	15,000,000.00	15,000,000.00	3.1300%	02/08/12	02/08/32	ING Bank N.V.
Series 124		USD	12,000,000.00	12,000,000.00	3.1500%	02/08/12	02/08/32	ING Bank N.V.
		EUR*	9,756,097.56	9,756,097.56				
Series 125		EUR	38,500,000.00	38,500,000.00	2.8300%	01/08/12	01/08/29	ING Bank N.V.
Series 126		EUR	150,000,000.00	150,000,000.00	2.6000%	01/08/12	01/08/24	ING Bank N.V.
Series 127		EUR	30,000,000.00	30,000,000.00	3.2600%	16/08/12	16/08/42	ING Bank N.V.
Series 128		EUR	1,100,000.00	1,100,000.00	2.0500%	17/08/12	17/08/20	ING Bank N.V.
Series 129		EUR	21,200,000.00	21,200,000.00	2.7600%	16/08/12	16/08/27	ING Bank N.V.
Series 130		EUR	15,000,000.00	15,000,000.00	2.2750%	17/08/12	17/08/22	ING Bank N.V.
Series 131		EUR	20,000,000.00	20,000,000.00	3.0500%	17/08/12	17/08/32	ING Bank N.V.
Series 132		EUR	15,000,000.00	15,000,000.00	15,000,000.00 2.4200%		21/08/23	ING Bank N.V.
Series 133		EUR	46,000,000.00	46,000,000.00	2.5300%	20/08/12	20/08/24	ING Bank N.V.
Series 134		EUR	20,000,000.00	20,000,000.00	20,000,000.00 2.4800%		20/10/23	ING Bank N.V.
Series 135		EUR	15,000,000.00	15,000,000.00	2.6250%	22/08/12	22/08/24	ING Bank N.V.
Series 136		EUR	15,000,000.00	15,000,000.00	15,000,000.00 2.3000%		24/08/22	ING Bank N.V.
Series 137	XS0820867223	EUR	2,000,000,000.00	2,000,000,000.00	2.0000%	28/08/12	28/08/20	ING Bank N.V.
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Series	ISIN	Currency	Initial Principal Balance	Outstanding Amount	Coupon	Issuance Date	Maturity Date	IRS Counterparty
Series 138		EUR	50,000,000.00	50,000,000.00	2.7800%	29/08/12	29/08/30	ING Bank N.V.
Series 139		EUR	20,000,000.00	20,000,000.00 3.0800%		20/09/12	20/09/34	ING Bank N.V.
Series 140		EUR	80,000,000.00	80,000,000.00	2.6150%	08/10/12	08/10/27	ING Bank N.V.
Series 141		EUR	10,000,000.00	10,000,000.00	2.6100%	05/10/12	22/12/27	ING Bank N.V.
Series 142	XS0842216276	EUR	30,000,000.00	30,000,000.00	Euribor3M + 0.42%	12/10/12	12/10/20	ING Bank N.V.
Series 143		EUR	18,000,000.00	18,000,000.00	2.3175%	12/10/12	13/11/23	ING Bank N.V.
Series 144		EUR	10,000,000.00	10,000,000.00	2.2750%	29/11/12	29/11/23	ING Bank N.V.
Series 145		EUR	15,000,000.00	15,000,000.00	2.1400%	29/11/12	29/11/22	ING Bank N.V.
Series 146		EUR	15,000,000.00	15,000,000.00	2.5500%	29/11/12	30/11/26	ING Bank N.V.
Series 147		EUR	10,000,000.00	10,000,000.00	2.3700%	29/11/12	29/11/24	ING Bank N.V.
Series 148		USD	1,500,000,000.00	1,500,000,000.00	2.6250%	05/12/12	05/12/22	ING Bank N.V.
		EUR*	1,159,285,879.90	1,159,285,879.90				
Series 149		EUR	33,000,000.00	33,000,000.00	2.5520%	06/12/12	06/12/27	ING Bank N.V.
Series 150		EUR	112,000,000.00	112,000,000.00	2.3000%	06/12/12	06/12/24	ING Bank N.V.
Series 151		NOK	1,000,000,000.00	1,000,000,000.00	4.0000%	17/12/12	17/12/27	ING Bank N.V.
		EUR*	135,869,565.22	135,869,565.22				
Series 152		EUR	25,000,000.00	25,000,000.00	3.0650%	50% 19/12/12 19/12/4		ING Bank N.V.
Series 153	XS0873155252	EUR	15,000,000.00	15,000,000.00	2.0300%	11/01/13	11/01/23	ING Bank N.V.
Series 154		EUR	25,000,000.00	25,000,000.00	2.4800%	31/01/13	31/01/28	ING Bank N.V.
Series 155		EUR	25,000,000.00	25,000,000.00	2.3750%	06/02/13	06/02/25	ING Bank N.V.
Series 156		EUR	16,000,000.00	16,000,000.00	2.3400%	06/02/13	30/09/24	ING Bank N.V.
Series 157		EUR	30,000,000.00	30,000,000.00	2.3500%	20/02/13	21/10/24	ING Bank N.V.
Series 158		EUR	35,000,000.00	35,000,000.00	2.9440%	27/03/13	27/03/37	ING Bank N.V.
Series 159		EUR	30,000,000.00	30,000,000.00	2.1900%	30/04/13	28/04/28	ING Bank N.V.
Series 160	XS0943053157	EUR	100,000,000.00	100,000,000.00	2.2900%	22/05/13	22/05/28	ING Bank N.V.
Series 161		EUR	1,250,000,000.00	1,250,000,000.00	1.8750%	22/05/13	22/05/23	ING Bank N.V.
Series 162		EUR	20,000,000.00	20,000,000.00	3.0300%	19/06/13	19/06/43	ING Bank N.V.
Series 163		EUR	30,000,000.00	30,000,000.00	3.0300%	19/06/13	19/06/43	ING Bank N.V.
Series 164		EUR	50,000,000.00	50,000,000.00	2.5320%	15/07/13	17/07/28	ING Bank N.V.
Series 165		EUR	10,000,000.00	10,000,000.00	2.1150%	02/08/13	02/08/23	ING Bank N.V.
Series 166		EUR	25,000,000.00	25,000,000.00	2.7650%	18/09/13	18/09/28	ING Bank N.V.
Series 167		EUR	20,000,000.00	20,000,000.00	3.1100%	31/10/13	31/10/33	ING Bank N.V.
Series 168		EUR	100,000,000.00	100,000,000.00	2.4750%	05/11/13	05/11/25	ING Bank N.V.
Series 169		EUR	20,000,000.00	20,000,000.00	3.2300%	09/12/13	09/12/43	ING Bank N.V.
Series 170		EUR	110,000,000.00	110,000,000.00	2.5000%	19/12/13	19/12/25	ING Bank N.V.
Series 171	XS1053594385	EUR	500,000,000.00	500,000,000.00	2.0000%	04/04/14	04/04/24	ING Bank N.V.
Series 171	XS1053594385	EUR	1,000,000,000.00	1,000,000,000.00	2.0000%	30/04/14	04/04/24	ING Bank N.V.



* Amounts to be reported in the relevant currency, and also the euro-equivalent amounts



Asset Cover Test

Asset Cover Test

Determination Date	29/12/2014
A	31,374,893,469.82
В	0.00
C	0.00
D	0.00
E	0.00
x	0.00
Y	0.00
<u>Z</u>	0.00
Total: A+B+C+D+E-X-Y-Z	31,374,893,469.82
Outstanding bonds	29,414,056,293.01
Pass/Fail	Pass
ACT Cover Ratio	106.67 %
Parameters	
Asset percentage	77.30 %
Cap LTV Cut-Off indexed valuation % non-NHG	80.00 %
Cap LTV Cut-Off indexed valuation % NHG	80.00 %
% of Index Increases	90.00 %
% of Index Decreases	100.00 %
Reserve Fund	0.00
Supplemental Liquidity Reserve Amount	0.00
Deduction Set-Off	49,931,311.49
Ratings	
S&P	AAA
Moody's	Aaa
Fitch	AAA
Other	
UCITS compliant	True
CRR compliant	True
ECBC Label compliant	True



Counterparty Credit Ratings & Triggers

		S&P (\$	ST/LT)	Moody's	s (ST/LT)	Fitch	(ST/LT)	DBRS	(ST/LT)	
Role	Party	Rating trigger	Current rating	Rating trigger	Current rating	Rating trigger	Current rating	Rating trigger	Current rating	Consequence if breached*
ACCOUNT BANK	ING Bank N.V.	A-1 / A	A-1 / A	P-1 /	P-1 /	F1 / A	F1+ / A+	/	/	Replacement of Account Bank or other remedy
INTEREST RATE SWAP PROVIDER	ING Bank N.V.	A-1 / A	A-1 / A	P-1 / A2	P-1 / A2	F1 / A	F1+ / A+	/	/	Replacement of Swap Provider or other remedy
ISSUER or ADMINISTRATOR	ING Bank N.V.	/ A-	/ A	/ A3	/ A2	F1 / A	F1+ / A+	/	/	Increase frequency of verification by Asset Monitor of Asset Cover Test or Amortisation Test calculations, as applicable
ISSUER-ACT trigger for savings deposits	ING Bank N.V.	A-1 / A	A-1 / A	P-1 /	P-1 /	F1 / A	F1+ / A+	/	/	Item "Y" of Asset Cover Test is activated
ISSUER-Notification Event	ING Bank N.V.	/ BBB+	/ A	/ Baa1	/ A2	/ BBB+	/ A+	/	/	Notification Event
ISSUER-Pledge of residual claims	ING Bank N.V.	/ BBB+	/ A	/ Baa1	/ A2	F1 / A	F1+ / A+	/	/	Originators to pledge Residual Claims to the CBC
ISSUER-Pre-maturity test trigger	ING Bank N.V.	A-1 / A	A-1 / A	P-1 /	P-1 /	F1+ /	F1+/	/	/	Supplementary Liquidity Event and, if the Supplementary Liquidity Event occurs on a Pre- Maturity Test Date, failure of the Pre-Maturity Test
ISSUER-Reserve fund build up trigger	ING Bank N.V.	A-1 / A	A-1 / A	P-1 /	P-1 /	F1 / A	F1+ / A+	/	/	CBC to maintain a Reserve Fund
SERVICER	ING Bank N.V.	/ BBB+	/ A	/ Baa3	/ A2	/ BBB-	/ A+	/	/	Replacement of Initial Servicer
STRUCTURED SWAP PROVIDER	ING Bank N.V.	A-1 / A	A-1 / A	P-1 / A2	P-1 / A2	F1 / A	F1+ / A+	/	/	Replacement of Swap Provider or other remedy
TOTAL RETURN SWAP PROVIDER	ING Bank N.V.	A-1 / A	A-1 / A	P-1 / A2	P-1 / A2	F1 / A	F1+ / A+	/	/	Replacement of Swap Provider or other remedy

* Event is triggered when credit rating is below the rating as mentioned in the table



Ledgers & Investments

Ledgers

Total	0.00
Reserve Fund Ledger	0.00
Principal Ledger	0.00
Revenue Ledger	0.00

Investments

Substitution Assets Balance	0.00
Authorised Investments Balance	0.00
Total	0.00



Regulatory Information

CRR Article 129

Article 129 CRR "Exposures in the form of covered bonds" (7) Exposures in the form of covered bonds are eligible for preferential treatment, provided that the institution investing in the covered bonds can demonstrate to the competent authorities that: (a) it receives portfolio information at least on: (i) the value of the covered pool and outstanding covered bonds; value of the cover pool table Portfolio characteristics value of the outstanding covered bonds table Covered Bonds (ii) the geographical distribution and type of cover assets, loan size, interest rate and currency risks; geographical distribution of cover assets table Geographical Distribution type of cover assets table Portfolio Characteristics loan size table Outstanding Loan Amount table Covered Bonds for coupon and currency information of the covered bonds interest rate risk and currency risk table Coupon for coupons of mortgages table Counterparty Ratings & Triggers for IRS/TRS information See base prospectus for information about hedging Only EUR denominated mortgages: see BP (iii) the maturity structure of cover assets and covered bonds; and table Covered Bonds maturity structure of cover assets maturity structure of covered bonds table Legal Maturiy table Delinquencies (iv) the percentage of loans more than ninety days past due; (b) the issuer makes the information referred to in point (a) table Portfolio Characteristics available to the institution at least semi annually. Overcollateralization

0.0 %

Legally required minimum OC

Documented minimum OC	3.1 %
Nominal OC	38.8 %



Stratifications

1. Portfolio Characteristics

	As per Reporting Date
Principal amount	42,157,321,697.42
Value of saving deposits	1,339,359,054.99
Net principal balance	40,817,962,642.43
Construction Deposits	0.00
Net principal balance excl. Construction and Saving Deposits	40,817,962,642.43
Number of loans	236,661
Number of loanparts	437,463
Average principal balance (borrower)	172,474.39
Average principal balance (loanpart)	93,306.09
Weighted average current interest rate	4.09 %
Weighted average maturity (in years)	20.57
Weighted average remaining time to interest reset (in years)	4.24
Weighted average seasoning (in years)	8.97
Weighted average CLTOMV	82.42 %
Weighted average CLTIMV	80.80 %
Maximum current interest rate	9.20 %
Minimum current interest rate	0.00 %

Type of cover assets: Residential Mortgages

Currency Portfolio: EUR

Legally required minimum overcollateralization: 0.0 %

Frequency of publication National Transparancy Template: Monthly

Delinquencies

From (>)	Until (<=)	Arrears Amount	Aggregate Outstanding Not. Amount	% of Total	Nr of Mortgage Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
	Performing	20.89	39,807,966,249.61	97.53 %	231,962	98.01 %	4.08 %	20.57	82.04%
<=	30 days	1,101,720.70	376,464,591.91	0.92 %	1,791	0.76 %	4.33 %	21.03	96.02%
30 days	60 days	968,151.48	158,523,799.87	0.39 %	750	0.32 %	4.41 %	21.01	97.16%
60 days	90 days	845,808.99	84,794,028.22	0.21 %	404	0.17 %	4.60 %	20.35	97.66%
90 days	120 days	820,870.39	63,794,240.71	0.16 %	294	0.12 %	4.41 %	20.72	100.26%
120 days	150 days	729,335.18	43,428,233.15	0.11 %	196	0.08 %	4.41 %	20.51	99.95%
150 days	180 days	748,053.23	37,907,499.74	0.09 %	161	0.07 %	4.36 %	20.44	101.49%
180 days	>	11,392,393.07	245,083,999.22	0.60 %	1,103	0.47 %	4.37 %	20.56	97.74%
	Total	16,606,353.93	40,817,962,642.43	100.00 %	236,661	100.00 %	4.09 %	20.57	82.42%



Redemption Type

Description		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Annuity		910,633,255.42	2.23 %	17,684	4.04 %	4.24 %	22.70	80.95 %
Bank Savings		2,209,136,807.51	5.41 %	23,720	5.42 %	4.63 %	23.49	97.16 %
Interest Only		27,779,399,435.12	68.06 %	267,474	61.14 %	4.09 %	20.64	80.27 %
Hybrid		1,042,283,624.42	2.55 %	11,935	2.73 %	4.66 %	19.97	91.10 %
Investments		3,697,033,563.73	9.06 %	25,350	5.79 %	4.11 %	19.72	96.85 %
Life Insurance		2,822,929,964.38	6.92 %	29,383	6.72 %	4.22 %	16.45	87.92 %
Lineair		118,785,663.53	0.29 %	2,638	0.60 %	4.07 %	20.49	71.46 %
Savings		887,932,254.97	2.18 %	24,401	5.58 %	5.31 %	11.79	52.19 %
Credit Mortgage		1,349,828,073.35	3.31 %	34,878	7.97 %	1.39 %	30.10	66.55 %
Other								
	Total	40,817,962,642.43	100.00 %	437,463	100.00 %	4.09 %	20.57	82.42 %



Outstanding Loan Amount

From (>) - Until (<=)		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
<= 25.000		142,140,492.68	0.35 %	9,564	4.04 %	4.32 %	12.93	11.26 %
25,000 - 50,000		663,814,259.76	1.63 %	17,163	7.25 %	4.23 %	15.36	22.06 %
50,000 - 75,000		1,223,730,663.72	3.00 %	19,251	8.13 %	4.20 %	16.68	34.41 %
75,000 - 100,000		1,993,775,795.99	4.88 %	22,482	9.50 %	4.11 %	18.60	47.99 %
100,000 - 150,000		6,197,322,309.53	15.18 %	48,666	20.56 %	4.14 %	20.08	68.94 %
150,000 - 200,000		7,816,692,802.90	19.15 %	44,348	18.74 %	4.17 %	20.90	83.57 %
200,000 - 250,000		6,763,618,177.75	16.57 %	30,016	12.68 %	4.14 %	21.05	90.31 %
250,000 - 300,000		5,141,626,517.19	12.60 %	18,710	7.91 %	4.09 %	21.19	92.83 %
300,000 - 350,000		3,278,396,065.91	8.03 %	10,104	4.27 %	4.04 %	21.12	93.58 %
350,000 - 400,000		2,351,294,874.65	5.76 %	6,270	2.65 %	3.99 %	21.18	94.91 %
400,000 - 450,000		1,557,086,965.75	3.81 %	3,667	1.55 %	3.95 %	21.29	95.96 %
450,000 - 500,000		1,061,651,516.05	2.60 %	2,230	0.94 %	3.86 %	21.26	96.51 %
500,000 - 550,000		696,012,641.49	1.71 %	1,324	0.56 %	3.82 %	21.19	97.59 %
550,000 - 600,000		538,462,923.37	1.32 %	934	0.39 %	3.81 %	21.63	98.61 %
600,000 - 650,000		378,818,725.62	0.93 %	603	0.25 %	3.81 %	21.01	98.97 %
650,000 - 700,000		302,060,846.73	0.74 %	446	0.19 %	3.77 %	21.21	99.80 %
700,000 - 750,000		232,634,784.07	0.57 %	319	0.13 %	3.79 %	21.36	99.88 %
750,000 - 800,000		154,166,057.61	0.38 %	198	0.08 %	3.73 %	21.97	101.05 %
800,000 - 850,000		111,844,014.92	0.27 %	135	0.06 %	3.74 %	21.49	98.62 %
850,000 - 900,000		100,459,959.89	0.25 %	114	0.05 %	3.86 %	21.68	97.75 %
900,000 - 950,000		46,385,893.93	0.11 %	50	0.02 %	3.62 %	23.03	103.11 %
950,000 - 1,000,000		65,966,352.92	0.16 %	67	0.03 %	3.39 %	22.32	99.20 %
> 1.000.000								
Unknown								
	Total	40,817,962,642.43	100.00 %	236,661	100.00 %	4.09 %	20.57	82.42 %

Maximum 1,000,000



Origination Year

From (>=) - Until (<)		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
<= 1996		698,637,163.30	1.71 %	18,459	4.22 %	4.26 %	8.33	34.03 %
1996 - 1997		406,831,328.62	1.00 %	8,157	1.86 %	4.18 %	10.66	43.60 %
1997 - 1998		650,106,600.54	1.59 %	11,580	2.65 %	4.18 %	11.61	48.49 %
1998 - 1999		838,543,649.50	2.05 %	13,276	3.03 %	4.39 %	12.72	53.62 %
1999 - 2000		1,295,649,350.30	3.17 %	18,082	4.13 %	4.18 %	13.70	59.19 %
2000 - 2001		1,073,224,764.21	2.63 %	13,434	3.07 %	3.69 %	14.89	65.81 %
2001 - 2002		1,227,275,948.69	3.01 %	13,296	3.04 %	4.00 %	16.11	76.15 %
2002 - 2003		1,652,914,021.66	4.05 %	15,219	3.48 %	4.04 %	17.44	83.97 %
2003 - 2004		2,272,296,128.23	5.57 %	21,758	4.97 %	3.64 %	18.50	82.77 %
2004 - 2005		2,920,200,587.47	7.15 %	30,640	7.00 %	3.47 %	19.61	81.55 %
2005 - 2006		4,731,313,137.79	11.59 %	48,923	11.18 %	3.72 %	20.56	85.02 %
2006 - 2007		5,760,925,405.94	14.11 %	54,912	12.55 %	4.11 %	21.22	88.02 %
2007 - 2008		4,505,117,136.93	11.04 %	40,457	9.25 %	4.53 %	22.24	87.71 %
2008 - 2009		3,569,487,983.09	8.74 %	31,933	7.30 %	4.72 %	23.11	88.24 %
2009 - 2010		2,030,656,555.76	4.97 %	20,287	4.64 %	3.77 %	23.77	87.79 %
2010 - 2011		2,283,949,584.49	5.60 %	24,677	5.64 %	4.21 %	24.28	90.97 %
2011 - 2012		3,155,074,993.12	7.73 %	32,596	7.45 %	4.29 %	25.06	91.86 %
2012 - 2013		584,609,971.46	1.43 %	6,689	1.53 %	4.30 %	25.28	88.79 %
2013 - 2014		1,044,717,602.00	2.56 %	11,051	2.53 %	3.95 %	25.84	80.23 %
2014 >=		116,430,729.35	0.29 %	2,037	0.47 %	3.77 %	25.13	79.95 %
Unknown								
	Total	40,817,962,642.43	100.00 %	437,463	100.00 %	4.09 %	20.57	82.42 %

Weighted Average	2006
Minimum	1975
Maximum	2015



Seasoning

From (>=) - Until (<)	Aggre	egate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 1 year		116,430,729.35	0.29 %	2,037	0.47 %	3.77 %	25.13	79.95 %
1 year - 2 years		1,044,717,602.00	2.56 %	11,051	2.53 %	3.95 %	25.84	80.23 %
2 years - 3 years		584,609,971.46	1.43 %	6,689	1.53 %	4.30 %	25.28	88.79 %
3 years - 4 years		3,155,074,993.12	7.73 %	32,596	7.45 %	4.29 %	25.06	91.86 %
4 years - 5 years		2,283,949,584.49	5.60 %	24,677	5.64 %	4.21 %	24.28	90.97 %
5 years - 6 years		2,030,656,555.76	4.97 %	20,287	4.64 %	3.77 %	23.77	87.79 %
6 years - 7 years		3,569,487,983.09	8.74 %	31,933	7.30 %	4.72 %	23.11	88.24 %
7 years - 8 years		4,505,117,136.93	11.04 %	40,457	9.25 %	4.53 %	22.24	87.71 %
8 years - 9 years		5,760,925,405.94	14.11 %	54,912	12.55 %	4.11 %	21.22	88.02 %
9 years - 10 years		4,731,313,137.79	11.59 %	48,923	11.18 %	3.72 %	20.56	85.02 %
10 years - 11 years		2,920,200,587.47	7.15 %	30,640	7.00 %	3.47 %	19.61	81.55 %
11 years - 12 years		2,272,296,128.23	5.57 %	21,758	4.97 %	3.64 %	18.50	82.77 %
12 years - 13 years		1,652,914,021.66	4.05 %	15,219	3.48 %	4.04 %	17.44	83.97 %
13 years - 14 years		1,227,275,948.69	3.01 %	13,296	3.04 %	4.00 %	16.11	76.15 %
14 years - 15 years		1,073,224,764.21	2.63 %	13,434	3.07 %	3.69 %	14.89	65.81 %
15 years - 16 years		1,295,649,350.30	3.17 %	18,082	4.13 %	4.18 %	13.70	59.19 %
16 years - 17 years		838,543,649.50	2.05 %	13,276	3.03 %	4.39 %	12.72	53.62 %
17 years - 18 years		650,106,600.54	1.59 %	11,580	2.65 %	4.18 %	11.61	48.49 %
18 years - 19 years		406,831,328.62	1.00 %	8,157	1.86 %	4.18 %	10.66	43.60 %
19 years - 20 years		200,943,906.13	0.49 %	4,777	1.09 %	4.26 %	10.01	38.57 %
20 years - 21 years		190,361,787.69	0.47 %	4,476	1.02 %	4.22 %	9.26	35.61 %
21 years - 22 years		96,571,782.74	0.24 %	2,569	0.59 %	4.25 %	8.24	31.92 %
22 years - 23 years		55,310,724.41	0.14 %	1,620	0.37 %	4.52 %	7.38	29.90 %
23 years - 24 years		32,979,877.68	0.08 %	1,067	0.24 %	4.61 %	6.54	25.83 %
24 years - 25 years		31,736,686.65	0.08 %	1,075	0.25 %	4.38 %	5.92	26.84 %
25 years - 26 years		26,085,714.49	0.06 %	771	0.18 %	4.07 %	4.99	28.61 %
26 years - 27 years		18,137,239.95	0.04 %	576	0.13 %	4.17 %	4.00	27.76 %
27 years - 28 years		13,013,497.91	0.03 %	418	0.10 %	4.07 %	3.29	34.10 %
28 years - 29 years		8,373,077.79	0.02 %	320	0.07 %	3.96 %	3.19	29.54 %
29 years - 30 years		4,034,371.36	0.01 %	220	0.05 %	3.88 %	5.81	31.58 %
30 years >=		21,088,496.50	0.05 %	570	0.13 %	4.01 %	6.88	34.97 %
Unknown								
	Total	40,817,962,642.43	100.00 %	437,463	100.00 %	4.09 %	20.57	82.42 %

weighted Average	9 years
Minimum	0 years
Maximum	40 years



Legal Maturity

From (>=) - Until (<)		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
2012								
2012 - 2015								
2015 - 2020		465,900,221.75	1.14 %	13,673	3.13 %	4.25 %	3.17	48.88 %
2020 - 2025		1,030,581,478.44	2.52 %	21,850	4.99 %	4.40 %	7.92	52.48 %
2025 - 2030		3,681,665,434.05	9.02 %	55,417	12.67 %	4.23 %	13.08	59.70 %
2030 - 2035		9,697,893,174.45	23.76 %	90,547	20.70 %	3.96 %	17.86	82.55 %
2035 - 2040		18,827,036,616.37	46.12 %	162,554	37.16 %	4.27 %	22.06	88.13 %
2040 - 2045		5,737,267,009.69	14.06 %	58,217	13.31 %	4.18 %	26.45	89.86 %
2045 - 2050		26,164,628.55	0.06 %	305	0.07 %	3.83 %	31.16	85.67 %
2050 - 2055		661,265.71	0.00 %	8	0.00 %	4.64 %	37.10	103.17 %
2055 - 2060		353,314.28	0.00 %	5	0.00 %	5.21 %	42.57	72.11 %
2060 - 2065								
2065 - 2070		522,000.00	0.00 %	4	0.00 %	4.23 %	51.39	62.96 %
2070 - 2075								
2075 - 2080								
2080 - 2085		39,530.65	0.00 %	1	0.00 %	3.20 %	69.67	76.82 %
2085 - 2090		49,895.14	0.00 %	4	0.00 %	3.07 %	71.72	83.49 %
2090 - 2095								
2095 - 2100								
2100 >=								
Credit Mortgage		1,349,828,073.35	3.31 %	34,878	7.97 %	1.39 %	30.10	66.55 %
Unknown								
	Total	40,817,962,642.43	100.00 %	437,463	100.00 %	4.09 %	20.57	82.42 %

U	0	
Minimum		2015
Maximum		2087



Remaining Tenor

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 1 year	24,947,788.07	0.06 %	1,363	0.31 %	3.72 %	0.52	50.42 %
1 year - 2 years	64,704,660.29	0.16 %	2,361	0.54 %	4.02 %	1.52	47.56 %
2 years - 3 years	94,958,588.69	0.23 %	2,864	0.65 %	4.14 %	2.45	47.49 %
3 years - 4 years	125,317,193.19	0.31 %	3,365	0.77 %	4.36 %	3.48	48.75 %
4 years - 5 years	155,971,991.51	0.38 %	3,720	0.85 %	4.40 %	4.45	50.14 %
5 years - 6 years	135,991,035.01	0.33 %	3,449	0.79 %	4.44 %	5.46	50.57 %
6 years - 7 years	149,916,469.13	0.37 %	3,431	0.78 %	4.46 %	6.47	54.15 %
7 years - 8 years	184,439,381.32	0.45 %	3,810	0.87 %	4.53 %	7.46	54.66 %
8 years - 9 years	231,600,868.91	0.57 %	4,720	1.08 %	4.39 %	8.49	52.63 %
9 years - 10 years	328,633,724.08	0.81 %	6,440	1.47 %	4.30 %	9.46	51.17 %
10 years - 11 years	332,772,036.43	0.82 %	6,256	1.43 %	4.33 %	10.48	55.07 %
11 years - 12 years	510,075,037.11	1.25 %	8,747	2.00 %	4.27 %	11.49	55.31 %
12 years - 13 years	709,480,789.48	1.74 %	11,237	2.57 %	4.23 %	12.45	56.74 %
13 years - 14 years	875,542,833.88	2.14 %	12,773	2.92 %	4.31 %	13.49	60.54 %
14 years - 15 years	1,253,794,737.16	3.07 %	16,404	3.75 %	4.13 %	14.48	63.80 %
15 years - 16 years	1,136,294,344.85	2.78 %	13,122	3.00 %	4.04 %	15.47	71.84 %
16 years - 17 years	1,718,652,341.33	4.21 %	17,278	3.95 %	4.18 %	16.49	79.82 %
17 years - 18 years	1,840,621,494.45	4.51 %	15,499	3.54 %	4.22 %	17.45	86.24 %
18 years - 19 years	2,308,101,678.54	5.65 %	19,752	4.52 %	3.86 %	18.50	85.12 %
19 years - 20 years	2,694,223,315.28	6.60 %	24,896	5.69 %	3.70 %	19.47	84.08 %
20 years - 21 years	4,292,788,904.74	10.52 %	39,506	9.03 %	3.85 %	20.50	86.60 %
21 years - 22 years	5,262,263,422.78	12.89 %	45,378	10.37 %	4.20 %	21.40	88.94 %
22 years - 23 years	4,174,248,118.86	10.23 %	33,938	7.76 %	4.59 %	22.41	88.40 %
23 years - 24 years	3,299,905,829.04	8.08 %	26,939	6.16 %	4.77 %	23.42	88.62 %
24 years - 25 years	1,797,830,340.96	4.40 %	16,793	3.84 %	3.83 %	24.45	87.87 %
25 years - 26 years	1,889,582,663.11	4.63 %	19,103	4.37 %	4.21 %	25.52	91.62 %
26 years - 27 years	2,623,226,527.67	6.43 %	25,588	5.85 %	4.27 %	26.36	92.47 %
27 years - 28 years	443,863,264.54	1.09 %	4,889	1.12 %	4.25 %	27.22	89.19 %
28 years - 29 years	705,328,283.13	1.73 %	7,311	1.67 %	3.77 %	28.47	77.14 %
29 years - 30 years	75,266,271.25	0.18 %	1,326	0.30 %	3.69 %	29.48	77.75 %
30 years >=	27,790,634.33	0.07 %	327	0.07 %	3.87 %	31.95	85.47 %
Credit Mortgage	1,349,828,073.35	3.31 %	34,878	7.97 %	1.39 %	30.10	66.55 %
Unknown							
	Total 40,817,962,642.43	100.00 %	437,463	100.00 %	4.09 %	20.57	82.42 %

	•	
Minimum		0 years
Maximum		73 years



Current Loan To Original Market Value

From (>) - Until (<=)		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
0.00 % - 10.00 %		139,870,346.97	0.34 %	7,870	2.01 %	4.42 %	11.81	7.10 %
10.00 % - 20.00 %		599,912,774.63	1.47 %	13,800	4.13 %	4.14 %	14.83	15.78 %
20.00 % - 30.00 %		1,190,864,170.08	2.92 %	17,163	5.93 %	4.00 %	16.51	25.41 %
30.00 % - 40.00 %		1,752,407,492.07	4.29 %	18,229	6.96 %	3.92 %	17.82	35.28 %
40.00 % - 50.00 %		2,315,311,544.13	5.67 %	18,817	7.68 %	3.90 %	18.80	45.25 %
50.00 % - 60.00 %		2,855,472,585.24	7.00 %	19,067	8.13 %	3.89 %	19.47	55.19 %
60.00 % - 70.00 %		3,489,214,773.13	8.55 %	19,782	8.70 %	3.91 %	19.96	65.18 %
70.00 % - 80.00 %		3,991,892,038.35	9.78 %	19,739	8.89 %	3.95 %	20.36	75.12 %
80.00 % - 90.00 %		4,630,982,665.42	11.35 %	20,335	9.30 %	4.02 %	20.65	85.11 %
90.00 % - 100.00 %		5,329,518,718.03	13.06 %	21,533	9.86 %	4.12 %	20.90	95.15 %
100.00 % - 110.00 %		5,688,778,518.94	13.94 %	21,612	10.14 %	4.20 %	21.15	105.12 %
110.00 % - 120.00 %		4,615,027,852.01	11.31 %	16,928	8.14 %	4.29 %	21.50	114.58 %
120.00 % - 130.00 %		1,086,867,622.20	2.66 %	3,781	1.88 %	4.32 %	21.89	122.85 %
130.00 % - 140.00 %		47,492,459.28	0.12 %	146	0.09 %	4.07 %	22.31	132.93 %
140.00 % - 150.00 %		3,065,689.07	0.01 %	12	0.01 %	3.51 %	22.17	144.44 %
150.00 % >		9,824,104.12	0.02 %	26	0.02 %	3.75 %	22.58	179.35 %
NHG guarantee		3,071,459,288.76	7.52 %	17,821	8.16 %	4.36 %	24.90	98.26 %
	Total	40,817,962,642.43	100.00 %	236,661	100.00 %	4.09 %	20.57	82.42 %

Weighted Average	82.42 %
Minimum	0.01 %
Maximum	246.61 %



Current Loan To Indexed Market Value

From (>) - Until (<=)		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
0.00 % - 10.00 %		146,722,916.45	0.36 %	8,086	2.06 %	4.41 %	11.90	7.24 %
10.00 % - 20.00 %		626,597,891.21	1.54 %	14,145	4.25 %	4.14 %	14.88	16.09 %
20.00 % - 30.00 %		1,248,100,792.06	3.06 %	17,632	6.13 %	4.00 %	16.59	25.91 %
30.00 % - 40.00 %		1,821,643,958.60	4.46 %	18,571	7.13 %	3.92 %	17.88	35.98 %
40.00 % - 50.00 %		2,409,799,317.34	5.90 %	19,212	7.85 %	3.90 %	18.86	46.14 %
50.00 % - 60.00 %		2,982,099,726.35	7.31 %	19,496	8.34 %	3.89 %	19.57	56.30 %
60.00 % - 70.00 %		3,639,793,524.72	8.92 %	20,255	8.93 %	3.91 %	19.99	66.48 %
70.00 % - 80.00 %		4,174,650,165.34	10.23 %	20,152	9.10 %	3.96 %	20.43	76.68 %
80.00 % - 90.00 %		4,855,115,243.86	11.89 %	21,046	9.61 %	4.04 %	20.70	86.89 %
90.00 % - 100.00 %		5,472,636,751.83	13.41 %	21,788	10.02 %	4.14 %	20.91	97.07 %
100.00 % - 110.00 %		5,797,752,255.03	14.20 %	21,831	10.33 %	4.22 %	21.26	107.12 %
110.00 % - 120.00 %		3,951,584,431.16	9.68 %	14,464	6.98 %	4.30 %	21.56	116.40 %
120.00 % - 130.00 %		579,791,280.96	1.42 %	2,045	1.02 %	4.29 %	21.82	124.51 %
130.00 % - 140.00 %		28,323,305.57	0.07 %	83	0.05 %	3.91 %	22.53	134.33 %
140.00 % - 150.00 %		3,251,865.38	0.01 %	11	0.01 %	4.05 %	23.83	148.85 %
150.00 % >		8,639,927.81	0.02 %	23	0.02 %	3.67 %	22.20	182.88 %
NHG Guarantee		3,071,459,288.76	7.52 %	17,821	8.16 %	4.36 %	24.90	98.26 %
	Total	40,817,962,642.43	100.00 %	236,661	100.00 %	4.09 %	20.57	82.42 %

Weighted Average	80.80 %
Minimum	0.01 %
Maximum	242.31 %



Loanpart Coupon (interest rate bucket)

From (>) - Until (<=)		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
<= 0.5 %		2,654,631.64	0.01 %	112	0.03 %	0.03 %	16.28	40.48 %
0.5 % - 1.0 %		1,466,745,886.61	3.59 %	14,045	3.21 %	0.87 %	17.03	73.00 %
1.0 % - 1.5 %		2,333,198,904.58	5.72 %	35,356	8.08 %	1.07 %	20.05	77.93 %
1.5 % - 2.0 %		141,843,069.03	0.35 %	1,547	0.35 %	1.59 %	20.01	78.83 %
2.0 % - 2.5 %		1,124,934,961.06	2.76 %	20,850	4.77 %	2.41 %	34.04	75.56 %
2.5 % - 3.0 %		1,992,699,429.50	4.88 %	21,961	5.02 %	2.81 %	18.60	69.05 %
3.0 % - 3.5 %		2,814,649,226.78	6.90 %	27,716	6.34 %	3.29 %	20.07	79.07 %
3.5 % - 4.0 %		4,819,834,200.93	11.81 %	44,792	10.24 %	3.82 %	20.68	84.77 %
4.0 % - 4.5 %		8,540,688,604.47	20.92 %	80,169	18.33 %	4.30 %	20.85	85.14 %
4.5 % - 5.0 %		9,216,010,253.54	22.58 %	88,357	20.20 %	4.78 %	20.89	86.61 %
5.0 % - 5.5 %		5,289,987,995.50	12.96 %	56,032	12.81 %	5.25 %	20.67	86.44 %
5.5 % - 6.0 %		2,112,695,053.84	5.18 %	27,848	6.37 %	5.74 %	18.82	79.54 %
6.0 % - 6.5 %		656,342,247.20	1.61 %	12,089	2.76 %	6.24 %	15.17	65.06 %
6.5 % - 7.0 %		237,111,860.08	0.58 %	4,766	1.09 %	6.74 %	13.10	58.32 %
7.0 % >		68,566,317.67	0.17 %	1,823	0.42 %	7.36 %	10.50	44.42 %
Unknown								
	Total	40,817,962,642.43	100.00 %	437,463	100.00 %	4.09 %	20.57	82.42 %

Weighted Average	4.1 %
Minimum	0.0 %
Maximum	9.2 %



Remaining Interest Rate Fixed Period

From (>=) - Until (<)			Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
< 1 year			4,029,611,213.43	9.87 %	43,337	9.91 %	4.23 %	18.90	80.70 %
1 year - 2 years			5,810,319,371.79	14.23 %	59,791	13.67 %	4.35 %	20.12	84.56 %
2 years - 3 years			4,812,319,691.26	11.79 %	50,234	11.48 %	4.38 %	19.50	84.32 %
3 years - 4 years			4,974,470,526.93	12.19 %	49,622	11.34 %	4.58 %	20.73	83.53 %
4 years - 5 years			2,999,319,460.22	7.35 %	33,409	7.64 %	4.44 %	19.61	80.29 %
5 years - 6 years			2,211,021,999.14	5.42 %	24,649	5.63 %	4.54 %	21.30	84.89 %
6 years - 7 years			2,825,272,333.05	6.92 %	28,869	6.60 %	4.53 %	22.00	87.74 %
7 years - 8 years			842,916,318.61	2.07 %	9,524	2.18 %	4.89 %	20.70	82.34 %
8 years - 9 years			1,231,407,132.48	3.02 %	13,385	3.06 %	4.47 %	21.00	76.19 %
9 years - 10 years			1,312,795,760.13	3.22 %	13,920	3.18 %	3.95 %	19.37	75.32 %
10 years - 11 years			476,899,200.31	1.17 %	4,865	1.11 %	4.33 %	19.03	74.96 %
11 years - 12 years			1,603,176,612.13	3.93 %	13,865	3.17 %	4.61 %	20.29	82.80 %
12 years - 13 years			2,288,604,020.90	5.61 %	18,387	4.20 %	4.78 %	21.59	86.18 %
13 years - 14 years			453,565,278.01	1.11 %	3,916	0.90 %	5.24 %	22.17	84.59 %
14 years - 15 years			74,372,177.65	0.18 %	886	0.20 %	5.36 %	20.72	78.42 %
15 years - 16 years			34,734,241.76	0.09 %	415	0.09 %	5.35 %	21.87	84.98 %
16 years - 17 years			38,168,388.87	0.09 %	418	0.10 %	5.50 %	22.81	88.08 %
17 years - 18 years			3,578,524.74	0.01 %	39	0.01 %	5.80 %	22.13	74.12 %
18 years - 19 years			10,136,478.81	0.02 %	119	0.03 %	5.41 %	21.29	74.15 %
19 years - 20 years			15,660,745.41	0.04 %	206	0.05 %	4.90 %	20.95	70.34 %
20 years - 21 years			1,018,685.33	0.00 %	15	0.00 %	4.64 %	21.20	59.69 %
21 years - 22 years									
22 years - 23 years									
23 years - 24 years									
24 years - 25 years									
25 years - 26 years									
26 years - 27 years									
27 years - 28 years									
28 years - 29 years									
29 years - 30 years									
30 years >=									
Floating			4,768,594,481.49	11.68 %	67,592	15.45 %	1.26 %	22.63	77.47 %
Unknown									
		Total	40,817,962,642.43	100.00 %	437,463	100.00 %	4.09 %	20.57	82.42 %
Weighted Average	4 years								
Minimum	0 years								
Maximum	20 years								



Interest Payment Type

Description		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Floating		4,768,594,481.49	11.68 %	67,592	15.45 %	1.26 %	22.63	77.47 %
Fixed		36,049,368,160.94	88.32 %	369,871	84.55 %	4.46 %	20.30	83.07 %
Unknown								
	Total	40,817,962,642.43	100.00 %	437,463	100.00 %	4.09 %	20.57	82.42 %



Property Description

Description		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
House		35,268,843,487.82	86.41 %	199,372	84.24 %	4.07 %	20.43	82.01 %
Apartment		5,549,119,154.61	13.59 %	37,289	15.76 %	4.23 %	21.46	85.03 %
Business								
House / Business (< 50%)								
House / Business (> 50%)								
Other								
Unknown								
	Total	40,817,962,642.43	100.00 %	236,661	100.00 %	4.09 %	20.57	82.42 %



Geographical Distribution (by province)

Province		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Drenthe		1,116,149,280.62	2.73 %	7,101	3.00 %	4.04 %	20.46	83.12 %
Flevoland		1,330,237,565.74	3.26 %	7,727	3.27 %	4.13 %	20.15	89.53 %
Friesland		1,082,193,014.78	2.65 %	7,405	3.13 %	4.04 %	20.52	81.75 %
Gelderland		5,023,170,344.54	12.31 %	28,761	12.15 %	4.04 %	20.79	83.58 %
Groningen		1,071,880,260.36	2.63 %	8,022	3.39 %	4.15 %	20.07	77.13 %
Limburg		1,344,793,342.15	3.29 %	9,275	3.92 %	4.07 %	19.71	79.49 %
Noord-Brabant		5,223,404,061.67	12.80 %	29,614	12.51 %	4.03 %	20.30	80.67 %
Noord-Holland		8,584,427,394.13	21.03 %	45,707	19.31 %	4.08 %	20.85	83.15 %
Overijssel		2,504,931,308.10	6.14 %	15,506	6.55 %	4.05 %	20.71	82.05 %
Utrecht		3,958,624,515.23	9.70 %	20,579	8.70 %	4.12 %	20.82	81.32 %
Zeeland		618,270,934.78	1.51 %	4,422	1.87 %	4.15 %	20.09	76.54 %
Zuid-Holland		8,959,880,620.33	21.95 %	52,542	22.20 %	4.15 %	20.49	83.09 %
Unknown / Not specified								
	Total	40,817,962,642.43	100.00 %	236,661	100.00 %	4.09 %	20.57	82.42 %



Construction Deposits (% of net princ. amount)

From (>) - Until (<=)			Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total		Weighted Average Maturity	Weighted Average CLTOMV
Not Applicable			40,817,962,642.43	100.00 %	236,661	100.00 %	4.09 %	20.57	82.42 %
0 % - 10 %									
10 % - 20 %									
20 % - 30 %									
30 % - 40 %									
40 % - 50 %									
50 % - 60 %									
60 % - 70 %									
70 % - 80 %									
80 % - 90 %									
90 % - 100 %									
100 % >									
		Total	40,817,962,642.43	100.00 %	236,661	100.00 %	4.09 %	20.57	82.42 %
Weighted Average	0 %								
Minimum	0 %								
Maximum	0 %								



Occupancy

Description		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Owner Occupied		40,817,962,642.43	100.00 %	236,661	100.00 %	4.09 %	20.57	82.42 %
Buy-to-Let								
Unknown								
	Total	40,817,962,642.43	100.00 %	236,661	100.00 %	4.09 %	20.57	82.42 %



Loanpart Payment Frequency

Description		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
Monthly		40,817,962,642.43	100.00 %	437,463	100.00 %	4.09 %	20.57	82.42 %
Quarterly								
Semi-Annually								
Annually								
Unknown								
	Total	40,817,962,642.43	100.00 %	437,463	100.00 %	4.09 %	20.57	82.42 %



Guarantee Type

Description		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Average CLTOMV
NHG Guarantee		3,370,770,199.18	8.26 %	39,323	8.99 %	4.35 %	24.53	97.41 %
Non-NHG Guarantee		37,447,192,443.25	91.74 %	398,140	91.01 %	4.06 %	20.21	81.07 %
	Total	40,817,962,642.43	100.00 %	437,463	100.00 %	4.09 %	20.57	82.42 %



Glossary

Term	Definition / Calculatio
24 hours	(where referred to in Schedule 1 to the Trust Deed) has the meaning ascribedto such term in Schedule 1 to the Trust Deed;
48 hours	(where referred to in Schedule 1 to the Trust Deed) has the meaning ascribedto such term in Schedule 1 to the Trust Deed;
Account Bank	means the bank at which the AIC Account is maintained from time to timebeing, as at the February 2012 Update, ING Bank N.V., a public company with limited liability (naamloze vennootschap) incorporated under the laws of The Netherlands, having its corporate seat (statutaire zetel) at Amsterdam, The Netherlands and acting through its office at Foppingadreef 7, 1102 BD Amsterdam, The Netherlands and registered with the Trade Register (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel)in Amsterdam, The Netherlands and succe (Kamer van Koophandel)in Amsterdam, The Netherlands in the Netherlands under number 33031431;
Account Rights	means all present and future rights (vorderingen) of the CBC vis-à-visthe Account Bank in respect of any CBC Account;
Accounting Reference Date	means, in each year:(a) in respect of the Initial Originator 31 December;(b) in respect of the Issuer 31 December; and(c) in respect of the CBC 31 December;
Accounts Pledge	means the accounts pledge entered into on the Programme Datebetween the CBC and the Trustee;
Accrued Increases	has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement;
Accrued Interest	means in relation to any Receivable and as at any Receivable InterestDetermination Date on or after the relevant Transfer Date, interest on such Receivable (not being interest which is currently payable on such date) which has accrued from and including the scheduled interest payment date under the associated Loan Agreement immediately prior to the Receivable Interest Determination Date up to and including the Receivable Interest Determination Date;
Accrued Savings Interest	has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement;
Additional Business Centre(s)	means the city or cities specified as such in the relevantFinal Terms;
Adjusted Aggregate Asset Amount	has the meaning ascribed thereto in the AssetMonitor Agreement;
Adjusted Current Balance	has the meaning ascribed thereto in the Asset MonitorAgreement;
Adjusted Required Redemption Amount	has the meaning ascribed thereto in the AssetMonitor Agreement;
Administration Services	has the meaning ascribed thereto in the AdministrationAgreement;
Administration Agreement	means the administration agreement entered into on theProgramme Date between the CBC, the Administrator and the Trustee:
Administrator	means the Bank in its capacity as Administrator under the AdministrationAgreement or such other person as may be appointed from time to time as administrator pursuant to the Administration Agreement;
Administrator Event of Default	has the meaning ascribed thereto in the AdministrationAgreement;
Adverse Claim	means any encumbrance, attachment or other right or claim in, over oron any person's assets o properties in favour of any other person;
AFM	means the Dutch Authority for the Financial Markets (Stichting Autoriteit FinanciëleMarkten);
Agency Agreement	means the agency agreement entered into on the Programme Datebetween the Issuer, the CBC the Trustee, the Principal Paying Agent, the Registrar and any other agents named therein;
Agents	means, in relation to the Covered Bonds of any Series, the Principal PayingAgent, the Transfer Agent, the Exchange Agent, any other Paying Agents, the Listing Agent or any of them;
Agreement Date	means, in respect of any Covered Bond, the date on which agreement reached for the issue o such Covered Bond as contemplated in the Programme Agreement which, in the case of the Covered Bonds issued on a syndicated basis or otherwise in relation to which a Subscription Agreement is entered into, shall be the date on which the relevant Subscription Agreement is signed by or on behalf of all parties to it;
AIC Account Agreement	means the AIC Account Agreement entered into on theProgramme Date between the CBC, the Account Bank and the Trustee;
AIC Account	means bank account number 65.31.99.791 of the CBC pursuant to the AICAccount Agreement;
AIC Account Mandate	has the meaning ascribed thereto in the AIC Account Agreement;
AIC Account Principal Ledger	has the meaning ascribed thereto in the AdministrationAgreement;
AIC Account Revenue Ledger	has the meaning ascribed thereto in the AdministrationAgreement;
AIC Balance	means, on any day, the amount standing to the credit of the AIC Account asat the opening of business on such day;
AIC Margin	has the meaning ascribed thereto in the AIC Account Agreement;
AIC Rate	has the meaning ascribed thereto in the AIC Account Agreement;
All-monies Security	means all-monies security, securing all present and futurereceivables of the relevant initial pledgee or mortgagee against the relevant debtor, whether in general (bankzekerheidsrecht) or under any and all present and future creditagreements (kredietzekerheidsrecht);
Amortisation Test	has the meaning ascribed thereto in the Asset Monitor Agreement;



Term	Definition / Calculation
Amortisation Test Current Balance	has the meaning ascribed thereto in the AssetMonitor Agreement;
Annuity Loan	means a loan which is characterised by equal periodical payments (withan interest and a principal component) by the Borrower until maturity of such loan;
Applicable Procedures	has the meaning ascribed to such term in Condition 19(j) (Termsand Conditions of Registered Covered Bonds);
Applicable Time	means, in relation to any Restricted Covered Bond, a time prior to theTime of Sale relating to such Restricted Covered Bond such that the Dealer(s) can convey the Final Terms of the Covered Bonds to the purchasers thereof at or prior to the Time ofSale;
Approved Form	means a 1992 Multicurrency - Cross Border or 2002 ISDA MasterAgreement, Schedule and Credit Support Annex thereto and confirmation in a form attached to the Swap Undertaking Letter, as amended from time to time by agreement of the CB Trustee, the CBC and the relevant Swap Provider (subject to prior receipt of aRating Agency Confirmation in respect of any such amendment);
Arranger	means Barclays Bank PLC, having its office at 5 The North Colonnade, CanaryWharf London E14 4BB, United Kingdom;
Arrangers	means the Arranger and the Co-Arranger;
Arrears of Interest	means, in respect of a Receivable and as at the Receivable InterestDetermination Date, interest which is due and payable and unpaid up to and including theReceivable Interest Determination Date;
Asset Cover Report	means the report substantially in the form set out in theAdministration Agreement;
Asset Monitor Appointment Agreement	means the asset monitor appointmentagreement entered into on the Programme Date between the Issuer, the Asset Monitor, theCBC and the Trustee;
Asset Monitor Report	has the meaning ascribed thereto in the Asset MonitorAppointment Agreement;
Asset Cover Test	has the meaning ascribed thereto in the Asset Monitor Agreement;
Asset Monitor	means Ernst & Young Accountants LLP or such other person as may fromtime to time be appointed as asset monitor pursuant to the Asset Monitor AppointmentAgreement;
Asset Monitor Agreement	means the asset monitor agreement entered into no the Programme Date between the Issuer, the Administrator, the CBC and the Trustee;
Asset Percentage	means 97% or such lower percentage figure as is determined fromtime to time in accordance with Clause 3.2 of the Asset Monitor Agreement;
Auditors	means the auditors for the time being of the Issuer or, as the case may be, theCBC or, in the event of their being unable or unwilling promptly to carry out any action requested of them pursuant to the provisions of the Trust Deed, such other firm of accountants as may be nominated or approved by the Trustee;
Authorised Investments	means:(a) euro denominated government securities, euro demand or time deposits, certificates of deposit and short term debt obligations (including commercial paper)provided that (a) in all cases such investments have a remaining maturity date of30 days or less and mature on or before the next following CBC Payment Date and the unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made have minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the February 2012 Update, A-1 (short term) or A (long term) by S&P, F1 (short term) or A (long term) by Fitch and P-1 (short term) by Moody's and (b) the total exposure to such investments shall not exceed 20% of the (euro equivalent of the) aggregate Principal AmountOutstanding of all Covered Bonds then outstanding;(b) euro denominated government securities, euro demand or time deposits, certificates of deposit and short term debt obligations (including commercial paper) provided that in all cases such investments have a remaining maturity date of 364 days or less and the unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made have minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the February 2012 Update, A-1 (short term) by Moody's; and(c) euro denominated government securities, euro demand or time deposits and the long term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made have minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the February 2012 Update, A-1 (short term) by Moody's; and(c) euro denominated government securities, euro demand or time deposits and certificat
Authorised Signatory	means:(a) in relation to the AIC Account Agreement, any authorised signatory referred to inthe AIC Account Mandate or any other mandate in relation to the AIC Account as applicable; and(b) in relation to the Transaction Documents, a managing director (bestuurder) of aTransaction Party or such other person appointed by such Transaction Party to act as an authorised signatory on behalf of such Transaction Party;
Available Principal Receipts	means on a Calculation Date an amount equal to theaggregate of (without double counting):(a) the amount of Principal Receipts received during the previous Calculation Period,less the equivalent of any Third Party Amounts due and payable or to become due and payable in the immediately following CBC Payment Period;(b) any other amount standing to the credit of the Principal Ledger;(c) all amounts in respect of principal (if any) to be received by the CBC under theTransaction Documents (other than the Master Sub-Participation Agreements) on the relevant CBC Payment Date (other than the Swap Principal Excluded Amounts and, for the avoidance of doubt, any Swap Collateral Excluded Amounts and SwapReplacement Excluded Amounts); and (d) following repayment of any Series of Covered Bonds by the Issuer and/or the CBC on their Final Maturity Date, or Extended Due for Payment Date, as the case may be, any amounts standing to the credit of the Pre-Maturity Liquidity Ledger inrespect of such Series of Covered Bonds;
Available Revenue Receipts	means on a Calculation Date an amount equal to theaggregate of:(a) the amount of Revenue Receipts received during the previous Calculation Period;(b) other net income of the CBC including all amounts of interest received on the CBCAccounts, the Substitution Assets and Authorised Investments in the preceding Calculation Period and amounts received by the CBC under the Total Return Swap Agreement on the relevant CBC Payment Date (for the avoidance of doubt excluding any Swap Collateral Excluded Amounts and Swap ReplacementExcluded Amounts);(c) any other amount standing to the credit of the Revenue Ledger; and(d) following the service on the CBC of a Notice to Pay, amounts standing to the creditof the Reserve Fund Ledger;



Term	Definition / Calculation
Bank	means ING Bank N.V., a public company with limited liability (naamlozevennootschap) incorporated under the laws of The Netherlands, having its corporate seat(statutaire zetel) at Amsterdam, The Netherlands and its registered office at Bijlmerplein888, 1102 MG, Amsterdam Zuidoost, The Netherlands and registered with the TradeRegister (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel) inAmsterdam, The Netherlands under number 33031431;
Bank Savings Receivable	means a Transferred Receivable resulting from a BankSavings Loan;
Bank Savings Account	has the meaning ascribed thereto in the Base Prospectus;
Bank Savings Interest Correction	means for any month (i) one (1) in the case of aSavings Receivable and (ii) in the case of a Bank Savings Receivable the lower of (a) one(1) and (b) the interest rate applicable to the related Bank Savings Account divided by theinterest rate applicable to such Bank Savings Receivable for such month, both expressed as a percentage per annum;
Bank Savings Loan	has the meaning ascribed thereto in the Base Prospectus;
Bankruptcy Act	means the Dutch bankruptcy act (Faillissementswet);
Base Prospectus	means the base prospectus prepared in connection with theProgramme as updated, revised, supplemented or amended from time to time by the Issuer and the CBC in accordance with Clause 5.2 (Updating of Base Prospectus) of the Programme Agreement, including any documents which are from time to time incorporated the Base Prospectus by reference, except that:(a) in relation to each Tranche of Covered Bonds only, the applicable Final Terms shallbe deemed to be included in the Base Prospectus;(b) for the purpose of Clause 4.4 (Representations, Warranties and Undertakings) of the Programme Agreement in respect of the Agreement Date; and(c) for the purposes of Clause) 8Authority to Distribute Documents and ProvideInformation) of the Programme Agreement, the definition of Base Prospectus shall,in relation to any Dealer and until the Dealers receive the financial statements or the publication of the revision, supplement or amendment referred to in Clause5.2.3 (Updating of Base Prospectus) of the Programme Agreement, mean the BaseProspectus prior to the receipt by the Dealers of such financial statements, revision, supplement or amendment;
Basis Point Duration	means the percentage change in net present value of a financialasset due to the change of one basis point in the relevant interest rate;
Bearer Covered Bond	means a Covered Bond issued in bearer form;
Bearer Definitive Covered Bond	means a Bearer Covered Bond issued in definitiveform;
Bearer Global Covered Bond	means a Bearer Covered Bond issued in global form;
Beneficiary Rights	means in relation to a Life Loan, Savings Loan or a Hybrid Loan thebeneficiary rights of the relevant Originator validly appointed as a beneficiary under the applicable Mixed Insurance Policy or of another person appointed as a beneficiary underan irrevocable payment instruction from such person to the relevant insurer;
Beneficiary Waiver Agreement	means a beneficiary waiver agreement in the form, orsubstantially in the form, as attached to the Guarantee Support Agreement to be entered into between the Originators, the CBC, the Trustee and the relevant Insurer;
Block voting instruction	has the meaning ascribed thereto in the Trust Deed;
Borrower	means, in relation to an Eligible Receivable, the individual or individualsspecified as such in the relevant Loan Agreement together with the individual or individuals (if any) from time to time assuming an obligation to discharge such Eligible Receivable or any part of it;
Borrower Files	means the file or files relating to each Receivable containing, amongother things:(a) all material correspondence relating to that Receivable; and(b) the completed loan documentation applicable to the Receivable including anyvaluation report, whether original documentation, in electronic form or otherwise or stored in an electronicdatabase;
Breach of Portfolio Tests	has the meaning ascribed to such term in the Asset MonitorAgreement;
Breach of the Amortisation Test	has the meaning ascribed to such term in the AssetMonitor Agreement;
Breach of the Asset Cover Test	has the meaning ascribed to such term in the AssetMonitor Agreement;
Breach of the Pre-Maturity Test	has the meaning ascribed to such term in the AssetMonitor Agreement;
Business Day	means a day which is both:(a) either (1) in relation to any sum payable in a Specified Currency other than euro, aday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars shall be Sydney and if New Zealand dollars, Auckland and Wellington) or (2) in relation to any sum payable in euro a day on which the TARGET System isoperating; and(b) a day on which commercial banks and foreign exchange markets settle paymentsand are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Additional Business Centre specified in the applicable Final Terms;
Calculation Agency Agreement	means a calculation agency agreement in the form, orsubstantially in the form, as attached to the Agency Agreement;
Calculation Agent	means, in relation to the Covered Bonds of any Series, the CBPrincipal Paying Agent, or such other person appointed as calculation agent in relation to such Covered Bonds pursuant to a relevant Calculation Agency Agreement and as specified in the applicable Final Terms as the party responsible for calculating the interest rate(s) and interest amount(s) and/or such other rates and/or amount(s) as may be specified in the relevant Final Terms;
Calculation Amount	has the meaning ascribed to it as specified in the applicable FinalTerms;
Calculation Date	means the date falling two Business Days before each CBC PaymentDate. The "relevantCalculation Date falling after the end of that period and the "relevantrespect of any CBC Payment Date will be the last Calculation Date prior to that CBCPayment Date;
Calculation Period	means the period from the Programme Date to the last day of themonth succeeding the month in which the Programme Date falls and thereafter, each period from (and including) the first day of each month to the last day of that same month;



Term	Definition / Calculation
Capital Account	means the account in the name of the CBC held with ING Bank N.V.with account number 66.41.50.63 into which the CBC's paid-up share capital (gestort aandelenkapitaal) has been deposited;
Capital Adequacy Directive	means Directive 2006/49/EC on the capital adequacy of investment firms and credit institutions;
Capital Requirements Directive	means the Consolidated Banking Directive and theCapital Adequacy Directive;
Cash Flow Model	has the meaning ascribed thereto in the Asset Monitor Agreement;
CB Administrator	means the Administrator;
CB Final Maturity Date	means the Final Maturity Date;
CB Guarantee	means the Guarantee;
CB Principal Paying Agent	means a Principal Paying Agent;
CB Trustee	means the Trustee;
CBC	means ING Covered Bond Company B.V., a private company with limited liability(besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of The Netherlands, having its corporate seat (statutaire zetel) in Amsterdam, The Netherlands and its registered office at Frederik Roeskestraat 123 1HG, 1076 EE Amsterdam, The Netherlands and registered with the Trade Register (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel) in Amsterdam, The Netherlandsunder number 34283089;
CBC Acceleration Notice	has the meaning ascribed to such term in Condition 9(b)(Events of Default and Enforcement - CBC Events of Default);
CBC Accounts	means the AIC Account, any foreign currency account and any additionalor replacement accounts opened in the name of the CBC, but excluding the CapitalAccount;
CBC Agreements	means the Transaction Documents to which the CBC is expressed tobe a party;
CBC Debtor	means any counterparty of the CBC under any Transaction Document;
CBC Event of Default	means any one of the circumstances described in Condition 9(b)(Events of Default and Enforcement - CBC Events of Default);
CBC Managing Director	means the Managing Director;
CBC Payment Date	means the 28th day of each month or, if such day is not a Business Day, the next following Business Day unless it would thereby fall into the next calendar month, in which event such CBC Payment Date shall be brought forward to theimmediately preceding Business Day;
CBC Payment Period	means each period from (and including) a CBC Payment Date to(but excluding) the next CBC Payment Date;
CBC Rights	means all present and future rights (vorderingen) of the CBC vis-à-vis theCBC Debtors under any CBC Agreement, other than the Management Agreement (CBC), whether due and payable and whether actual or contingent;
CBC Rights Pledge	means the CBC rights pledge entered into on the Programme Datebetween the CBC and the Trustee;
CBC Warranties	means the representations and warranties by the CBC set out in Part 1(Corporate) and Part 2 (Transaction Document) of Schedule 8 (CBC Warranties) to theProgramme Agreement;
CBT Facility	means the credit facility granted by the CBTF Provider pursuant to the CBTF Agreement;
CBTF Provider	means a financial institution which is a professional market party(professionele marktpartij) within the meaning of article 1:1 of the Wft and enters into theCBTF Agreement with the CBC;
CBTF Agreement	means the takeout credit facility agreement entered into by the CBCwith the CBTF Provider following a breach of the Pre-Maturity Test in respect of any Series of Covered Bonds;
CBTF Standby Loan	has the meaning ascribed to such term in Clause 9 of the AssetMonitor Agreement;
CBTF Sub-Ledger	has the meaning ascribed thereto in Clause 1.4 of Schedule 2 to theAdministration Agreement;
Classic Global Covered Bond	means any Classic Permanent Global Covered Bondand/or any Classic Temporary Global Covered Bond;
Classic Permanent Global Covered Bond	means, in relation to any Series, a classicpermanent global covered bond to be issued pursuant to the Trust Deed in the form or substantially in the form set out in Part B of Schedule 3 (Form of Covered Bonds) to the Trust Deed and for which it is specified in the relevant Final Terms that the NGN form is notapplicable;
Classic Temporary Global Covered Bond	means, in relation to any Series, a classictemporary global covered bond to be issued pursuant to the Trust Deed in the form or substantially in the form set out in Part A of Schedule 3 (Forms of Covered Bonds) to the Trust Deed and for which it is specified in the relevant Final Terms that the NGN form is notapplicable;
Clearstream, Luxembourg	means Clearstream Banking, société anonyme,Luxembourg;
Co-Arranger	means the Bank;
Collection Accounts	means the bank accounts in the name of the relevant Originatorson which payments under the Eligible Receivables are collected;
Common Depositary	means a common depositary for Euroclear and Clearstream,Luxembourg and/or DTC;
Common Safekeeper	means an ICSD in its capacity as common safekeeper or a personnominated by the ICSDs to perform the role of common safekeeper;
Common Service Provider	means a person nominated by the ICSDs to perform the roleof a common service provider;
Common Terms	means the terms and conditions set out in Schedule 2 (CommonTerms) to this Incorporated Terms Memorandum;



Term	Definition / Calculation
Conditions	means:(a) in relation to the Bearer Covered Bonds of any Series, the terms and conditions tobe endorsed on, or incorporated by reference in, the Bearer Covered Bonds of such Series, in the form set out in the Trust Deed or in such other form, having regard to the terms of the Covered Bonds of the relevant Series, as may be agreed between the Issuer, the CBC, the Principal Paying Agent, the Trustee and the relevant Dealer(s) as modified and supplemented by the Final Terms applicable to such Series, as any of the same may from time to time be modified in accordance with the Trust Deed and any reference in the Trust Deed to a particular numbered Condition shall be construed in relation to the Bearer Covered Bonds of suchSeries accordingly; or(b) in relation to the Registered Covered Bonds of any Series, the terms andconditions to be incorporated by reference in the Registered Covered Bonds Deed(s) in respect of such Series, in the form set out in the Trust Deed or in such other form, having regard to the terms of the relevant Series, as may be agreed between the Issuer, the CBC, the Trustee, the Registrar and the relevant purchaser as modified and supplemented by the Final Terms applicable to such Series, as any to reference in the Trust Deed to a particular numbered Condition shall be construed in relation to be south Series, the CBC in the terms of the relevant purchaser as modified and supplemented by the Final Terms applicable to such Series, as any or reference in the Trust Deed to a particular numbered Condition shall be construed in relation to the Registered CoveredBonds of such Series accordingly;
Confirmation Letter	means:(a) in respect of the appointment of a third party as a Dealer for the duration of theProgramme, the Confirmation Letter substantially in the form set out in Part 2 ofSchedule 3 (Form of Dealer Accession Letters and Confirmation Letters) of theProgramme Agreement; and (b) in respect of the appointment of a third party as a Dealer for one or more particularissue(s) of Covered Bonds under the Programme, the Confirmation Letter substantially in the form set out in Part 4 of Schedule 3 (Forms of Dealer Accession Letters and Confirmation Letters) of the Programme Agreement, or in such otherform as agreed between the Issuer and the relevant Dealer;
Consolidated Banking Directive	means Directive 2006/48/EC relating to the taking upand pursuit of the business of credit institutions;
Constitutional Documents	means the documents under which any relevant entity isincorporated or established;
Construction Deposits	means a mortgage loan agreement under which the relevantBorrower has requested part of the loan to be withheld, in anticipation of construction or improvement costs to be incurred by him at a later stage in connection with the Property;
Couponholder	means the holder of a Coupon;
Coupons Covered Bondholder	means any bearer interest coupons appertaining to the Covered Bonds of anySeries or, as the context may require, a specific number thereof and includes any replacement Coupons issued pursuant to Condition 10 (Replacement of Covered Bonds, Coupons and Talons) and, where the context so permits, the Talons appertaining to theCovered Bonds of such Series; and (in relation to a Covered Bond) "holder means in the case of a Bearer Covered Bond, the
	bearer of a Bearer Covered Bond or, in the case of a Registered Covered Bond, a person in whose name a Registered Covered Bond is registered in the Register save that, for so long as the Bearer Covered Bonds or Registered Covered Bonds of any Series are represented by a Global Covered Bond, each person who has for the time being a principal amount of such Covered Bonds credited to his securities account in the records of Clearstream, Luxembourg, Euroclear, Euroclear, Netherlands, DTC (or a nominee on its behalf) or any other clearing system (as the case may be) shall be deemed to be the Covered Bondhoff in respect of such principal amount of such Covered Bonds for all purposes hereof other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Issuer, solely in the bearer of the relevant Bearer Global Covered Bonds or the person on whose name the relevant Registered Global Covered Bonds is registered in the Register, as the case may be, in accordance with and subject to the terms of the Trust Deed and such Bearer Global Covered Bonds or the person or whose name the relevant Registered Covered Bonds, Condition 19(e) (Terms andConditions of Registered Covered Bonds - Discharge of Payment Obligations);
Covered Bonds	means the Bearer Covered Bonds and the Registered Covered Bondsof any Series issued pursuant to the Trust Deed which shall be in or substantially in the form set out in Schedule 3 (Forms of Covered Bonds) to the Trust Deed or, as the case may be, a specific number thereof and includes any replacement covered bonds of such Series issued pursuant to Condition 10 (Replacement of Covered Bonds, Coupons and Talons) and each Global Covered Bond in respect of such Series for so long as it has notbeen exchanged in accordance with the terms thereof:
CRA Regulation	means Regulation (EC) No 1060/2009 of the European Parliament andof the Council of 16 September 2009 on credit rating agencies;
Current Balance	means in relation to an Eligible Receivable at any date, the aggregate(without double counting) of the Net Outstanding Principal Balance, Accrued Interest (unless it concerns calculations for either the Asset Cover Test or the Amortisation Test Aggregate Receivable Amount, in which case Accrued Interest will not be included) andArrears of Interest as at that date;
Custody Agreement	means a custody agreement in relation to Substitution Assets to beentered into between the CBC and an eligible custodian;
Data Protection Act	means the Dutch data protection act (Wet beschermingpersoonsgegevens);
Dealer Accession Letter	means:(a) in respect of the appointment of a New Dealer for the duration of the Programme oruntil terminated by the Issuer, the Dealer Accession Letter substantially in the formset out in Part 1 of Schedule 3 (Form of Dealer Accession Letter - Programme) of the Programme Agreement; and(b) in respect of the appointment of a New Dealer for one or more particular issue(s) of Covered Bonds under the Programme, the Dealer Accession Letter - Substantially in the form set out in Part 3 of Schedule 3 (Form of Dealer Accession Letter - Covered Bond Issue) of the Programme Agreement, or in such other form asagreed between the Issuer and the relevant Dealer;
Dealers	means any person appointed as a Dealer by the Programme Agreement andany other person which the Issuer may appoint as a Dealer and notice of whose appointment has been given to the Arrangers, the Principal Paying Agent and the Trustee by the Issuer in accordance with the provisions of the Programme Agreement but excluding any entity whose appointment has been terminated in accordance with the terms of the Programme Agreement and notice of whose termination has been given to the Arrangers, the Principal Paying Agent and the Trustee by the Issuer in accordance with the provisions of the Programme Agreement and references to the "relevant Dealer(s)and purchase of such Covered Bond;
Deduction Risk	means the "Deduction Risk description as set out in the BaseProspectus ("Risk Factors - Guarantee Support - Non-payment by Insurer/DeductionRisk
Deed of Assignment	means a deed of assignment forming part of a Deed of Assignmentand Pledge;
Deed of Assignment and Pledge	means a deed of assignment and pledge in the formset out in the Guarantee Support Agreement;
Deed of Pledge	means a deed of pledge forming part of a Deed of Assignment and Pledge;



Term	Definition / Calculation	
Deed of Re-Assignment	means a deed of re-assignment forming part of a Deed of Re-Assignment and Release;	
Deed of Re-Assignment and Release	means a deed of re-assignment and release inthe form set out in the Guarantee Support Agreement;	
Deemed Reductions	Receivable, or the Current Balance of a Transferred Receivable, or the Current Balance of a Transferred Receivable, or the Current Balance of a TransferredReceivable, as the case may be, in connection with a calculation of item A of the AdjustedAggregate Asset Amount;	
Defaulted Receivable	means any Transferred Receivable (other than a DisputedReceivable or a Written-Off Receivable) in respect of which:(a) a declaration has been made by the Originator that such Transferred Receivable is/irrecoverable;(b) legal proceedings have been commenced for its recovery;(c) the related Borrower is declared bankrupt (failliet verklaard) or has been granted asuspension of payments (surseance van betaling) or debt rescheduling arrangement (schuldsaneringsregeling) or equivalent or analogous events orproceedings have occurred in relation to the relevant Borrower; or(d) the relevant Borrower has not paid (including, without limitation, payments made bythird parties on behalf of the Borrower) by the end of the Calculation Period during which such Transferred Receivable becomes more than 180 days overdue forpayment from its Receivable Due Date.	
Defaulted Receivables Notice	means the notice served by the Servicer on the relevantOriginator identifying Receivables in the Portfolio which are Defaulted Receivables;	
Definitive Covered Bonds	means any Bearer Definitive Covered Bonds and anyRegistered Definitive Covered Bonds;	
Demerged Originator	has the meaning ascribed to such term in the definition of	
Demerger	means, in respect of a legal entity (a "Demerged Originator), a legal act(rechtshandeling) between such entity and an Originator, pursuant to which all (or part thereof) assets and liabilities (vermogen) (the "Relevant Assets and Liabilitiesreferred to in article 2:334(a)(3) of the Dutch Civil Code;	
Determination Date	has the meaning ascribed to such term in the definition of "AccruedInterest	
Determination Period	means each period from (and including) a Determination Date to(but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);	
Disputed Receivable	means any Receivable in respect of which payment is disputed (inwhole or in part, with or without justification) by the Borrower owing such Receivable;	
Distribution Compliance Period	has the meaning given to that term in Regulation Sunder the Securities Act;	
DNB	means the Dutch Central Bank (De Nederlandsche Bank N.V.);	
DTC	means the Depositary Trust Company;	
Dual Currency Covered Bond	means a Dual Currency Interest Covered Bond and/or aDual Currency Redemption Covered Bond, as applicable;	
Dual Currency Interest Covered Bond	means a Covered Bond in respect of whichpayments of interest are made or to be made in such different currencies, and at rates of exchange calculated upon such basis, as the Issuer and the relevant Dealer may agree (asindicated in the applicable Final Terms);	
Dual Currency Redemption Covered Bond	means a Covered Bond in respect of whichpayments of principal are made or to be made in such different currencies, and at rates of exchange calculated upon such basis, as the Issuer and the relevant Dealer(s) may agree (as indicated in the applicable Final Terms);	
Due for Payment	means with respect to a Guaranteed Amount (i) prior to the service of aCBC Acceleration Notice, the Scheduled Payment Date in respect of such Guaranteed Amount or, if later, the day which is two Business Days after service of an Issuer Acceleration Notice and a Notice to Pay or (ii) after the service of a CBC AccelerationNotice, the date on which the CBC Acceleration Notice is served (or, in either case, if suchday is not a Business Day, the first following Business Day;	
Dutch Civil Code	means the Dutch Civil Code (Burgerlijk Wetboek);	
Dutch Insolvency Proceedings	means a suspension of payments (surseance vanbetaling), bankruptcy (faillissement), or, if applicable, emergency regulations(noodregeling) in the interests of all creditors as referred to in Chapter 3.5.5 of the Wft;	
Dutch Paying Agent	means ING Bank N.V. in its capacity as Dutch paying agent;	
Earliest Maturing Covered Bonds	means at any time the relevant Series of HBCovered Bonds or SB Covered Bonds, respectively, that has the earliest Final Maturity Date or Extended due for Payment Date, respectively, as specified in the applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to theoccurrence of a CBC Event of Default);	
Early Redemption Amount	has the meaning ascribed to such term in Condition 6(d)(Redemption and Purchase-Early Redemption Amounts);	
Eligibility Criteria	means the criteria as set out in Part 4 of Schedule 1 (Representationsand Warranties) to the Guarantee Support Agreement and which are all subject to amendments from time to time, provided that Rating Agency Confirmation is obtained inrespect of such amendment;	
Eligible Assets	means Eligible Collateral, Eligible Receivables and Non-Dutch Assets;	
Eligible Collateral	means euro denominated cash and Substitution Assets;	
Eligible Receivable	means a Receivable which complies with the Eligibility Criteria as atthe relevant Transfer Date;	



Term	Definition / Calculation
Eligible Swap Provider	means a financial institution which is permitted under Dutch lawto enter into derivative contracts with Dutch residents and whose unsecured, unsubordinated and unguaranteed securities are rated not lower than:(a) in the case of the Total Return Swap, the ratings as determined to be applicable oragreed by a relevant Rating Agency from time to time, being as at the February2012 Update, (i) A-1 (short term) or (if S&P does not assign a short term rating to such entity) A+ (long term) by S&P, (ii) P-1 (short term) and A2 (long term) or (if such entity is not the subject of a short term rating by Moody's) A1 (long term) by Moody's, and (iii) F1 (short term) or A (long term) or, if such financial institution ison rating watch negative by Fitch, F1+ (short term) or A (long term) by S&P, (ii) P-1 (short term) or G a Structured Swap, the ratings as determined to be applicable oragreed by a relevant Rating Agency from time to time, being as at the February2012 Update, (i) A-1 (short term) or (if S&P does not assign a short term rating to such entity) A+ (long term) by S&P, (ii) P-1 (short term) and A2 (long term) or (if such entity is not the subject of a short term rating by Moody's) A1 (long term) or (if to the subject of a short term rating by Moody's) A1 (long term) by Moody's, and (iii) F1 (short term) or , if such financial institution ison rating watch negative by Fitch, F1+ (short term) or, if such financial institution ison rating watch negative by Fitch, F1+ (short term) or 4 (long term) by Fitch; and(c) in the case of an Interest Rate Swap, the ratings as at the February2012 Update, (i) A-1 (short term) or (if S&P does not assign a short term rating to such entity) A+ (long term) by Fitch; and(c) in the case of an Interest Rate Swap, the ratings as determined to be applicable oragreed by a relevant Rating Agency from time to time, being as at the February2012 Update, (i) A-1 (short term) or (if S&P does not assign a short term rating to such entity) A+ (long term) by S&P, (ii) P-1 (short term) and A2 (long ter
Encumbrance	means any Security Interest;
Enforcement Event	means any default (verzuim) in the proper performance of theSecured Obligations or any part thereof provided that a CBC Acceleration Notice has been served;
Enforcement Procedures	means the procedures for the enforcement of the Receivablesundertaken by a Servicer from time to time in accordance with the relevant Originator'sServicing Manual;
EURIBOR	means the Euro-zone inter-bank offered rate;
Euro Equivalent	of any amount means (a) in relation to a Covered Bond or Series of Covered Bonds which is denominated in a currency other than euro, the euro equivalent of such amount ascertained using the Structured Swap Rate relating to such Covered Bonds and (b) in relation to a Covered Bond or Series of Covered Bonds denominated in euro, the applicable amount in euro;
Euroclear	means Euroclear Bank S.A./N.V. as operator of the Euroclear System;
Euroclear Netherlands	means Nederlands Centraal Instituut voor GiraalEffectenverkeer B.V.;
Euronext Amsterdam	means NYSE Euronext in Amsterdam, a regulated market of Euronext Amsterdam N.V.;
Excess Proceeds	has the meaning ascribed thereto in the Trust Deed;
Exchange Date	has the meaning ascribed to such term in the Permanent GlobalCovered Bond;
Exchange Act	means the United States Securities Exchange Act of 1934;
Exchange Agent	means in relation to the Registered Covered Bonds of any Series, TheBank of New York Mellon, New York Branch, whose principal place of business is at 101Barclay Street, Floor 21W, New York, New York 10286, USA, United States in its capacity as exchange agent;
Exchange Event	has the meaning ascribed to such term in the Permanent GlobalCovered Bond and any Registered Covered Bonds Deed;
Excluded Swap Termination Amount	means, in relation to a Swap Agreement, anamount equal to the amount of any termination payment due and payable to the relevantSwap Provider as a result of a Swap Provider Default or Swap Provider Downgrade Event with respect to such Swap Provider;
Extended Due for Payment Date	means in relation to any Series of Covered Bonds, thedate falling one year after the Final Maturity Date, as specified as such in the applicableFinal Terms;
Extension Date	means in respect of a Series of SB Covered Bonds the date on whichthe Guaranteed Final Redemption Amount is Due for Payment;
Extraordinary Resolution	means a resolution at a meeting duly convened and held inaccordance with the Provisions for Meetings of Covered Bondholders, by not less than two-thirds of the votes cast;
February 2012 Update	means 15 February 2012.
Final Maturity Date	means in respect of a Series of Covered Bonds the InterestPayment Date which falls no more than 45 years after the Issue Date of such Series and on which the Covered Bonds of such Series are expected to be redeemed at their Principal Amount Outstanding in accordance with the Conditions, as specified in the relevant FinalTerms;
Final Discharge Date	means the date falling two years and a day after the date on whichthe Trustee has certified that no further Covered Bonds are outstanding and all of theCBC's obligations under the Transaction Documents to all Transaction Parties have been satisfied in full;
Final Redemption Amount	means in relation to any Series of Covered Bonds, theamount due on the Final Maturity Date of such Covered Bonds as set out in the relevantFinal Terms;
Final Terms	means the final terms issued in relation to each Tranche of Covered Bondsas a supplement to the Base Prospectus and giving details of that Tranche and, in relation to any particular Tranche of Covered Bonds, "applicable Final TermsTerms applicable to that Tranche;
First Issue Date	means the date on which the Issuer issues a Tranche for the first timepursuant to the Programme;
First Transfer Date	means the date on which the Initial Portfolio is transferred to theCBC pursuant to the Guarantee Support Agreement;
Fitch	means Fitch Ratings Ltd. and includes any successor to its rating business;
Fixed Security	means a fixed security, securing (i) only one or more specifiedreceivables of the relevant pledgee or mortgagee against the relevant debtor or (ii) receivables arising from one or more specified contractual relationships (rechtsverhoudingen) between the relevant initial pledgee or mortgagee and the relevantdebtor;
Fixed Interest Period	means the period from (and including) an Interest Payment Date(or, in the case of the first interest period, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date;



Definition / Calculation Term means a Covered Bond on which interest is calculated at afixed rate payable in arrear on a fixed Fixed Rate Covered Bond date or fixed dates in each year and on redemption or on such other da es as may be agree between the Issuer and the relevant Dealer(s)(as indicated in the applicable Final Terms); Floating Rate Covered Bond means a Covered Bond on which interest is calculated ata floating rate payable in arrear in respect of such period or on such date(s) as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms); means the floating rate payer payment date asdefined in the relevant confirmation for the Interest Rate Swap Agreement, which is expected to be the CBC Payment Date; Floating Rate Payer Payment Date means, in relation to a Transferred Receivable, any advance of furthermoney under the relevant Loan Agreement, which may include a new mortgage loan, to the relevant Borrower following the making of the Initial Advance and secured by the sameMortgage; Further Advance Further Master Transfer Agreement has the meaning ascribed thereto in the BaseProspectus; Further Settlement Amount has the meaning ascribed thereto in the relevant MasterSub-Participation Agreement; means (i) prior to the Update 2009 Date, the EUR80,000,000 global issuance programme, as last updated on 15 September 2008 and supplemented on 2 April 2009 by, among others, ING Bank N.V. and (ii) as from theUpdate 2009 Date, the Programme; Global Issuance Programme Global Covered Bond means any Classic Temporary Global Covered Bond, any NGNTemporary Global Covered Bond, any Classic Permanent Global Covered Bond, any NGN Permanent Global Covered Bond and/or any Registered Global Covered Bond; Global Issuer Global Issuer - ICSD Agreement means the Issuer - ICSD Agreement; Global Issuer Event of Default means an Issuer Event of Default Governmental Authority means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; Gross Outstanding Principal Balance in relation to a Receivable at any date, meansthe aggregate principal balance of such Receivable at such date (but avoiding double counting) including the following:(a) the Initial Advance; and(b) any increase in the principal amount due under that Receivable due to any FurtherAdvance, in each case relating to such Receivable less any prepayment, repayment or payment of the foregoing made on or prior to such date; Group means ING Group; Guarantee has the meaning ascribed thereto in the Trust Deed; means the guarantee support agreement entered intoon the Programme Date between the Issuer, the Initial Originator, the CBC and theTrustee; Guarantee Support Agreement Guaranteed Amounts means, in respect of a Series:(a) with respect to any Scheduled Payment Date falling prior to the service of a CBCAcceleration Notice the sum of the Scheduled Interest and Scheduled Principal payable on such Scheduled Payment Date; or(b) with respect to any date after the service of a CBC Acceleration Notice, an amountequal to the aggregate of (i) the relevant Early Redemption Amount specified in the Conditions as being payable on that date and (ii) all accrued and unpaid interest and all other amounts due and payable in respect of the Covered Bonds and all amounts payable by the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest and date the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest and be the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest and the the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest and the the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest and all other the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest and the the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest and the the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest and the the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest and the the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest and the the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest and the the CBC under the Trust Deed and the CBC under the the trust Deed and the the CBC under the trust presenting interest and the the CBC under the trust Deed and the trust presenting interest and the trust case of the CBC under the trust presenting interest and the trust presenting interest and the trust case of the CBC under the trust presenting interest and the trust case of the trust presenting interest and the trust case of the trust presenting interest and th interest paid after the Final Maturity Date shall be paid onsuch dates and at such rates as specified in the applicable Final Terms; Guaranteed Final Redemption Amount has the meaning ascribed thereto in Condition3 (Guarantee); HB Covered Bond means a Covered Bond with a hard bullet maturity (as indicated in the applicable Final Terms); Hedged Series Amount as the meaning ascribed thereto in Clause 14.2 of the TrustDeed; Holding means Stichting Holding ING Covered Bond Company, a foundation (stichting)established under the laws of The Netherlands, having its registered office at Frederik Roeskestraat 123 1 HG, 1076 EE Amsterdam, The Netherlands and registered with the Trade Register (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel)in Amsterdam, The Netherlands under number 34281571; Holding's Director means ATC Management B.V. and/or such other person(s) who maybe appointed as managing director(s) (bestuurder) of Holding from time to time Hybrid Loan has the meaning ascribed thereto in the Base Prospectus; ICSD means the international central securities depositaries Clearstream, Luxembourgand/or Euroclear Incorporated Terms Memorandum means this Incorporated Terms Memorandum; Increase has the meaning ascribed thereto in the relevant Master Sub-ParticipationAgreement; means the index of increases of house prices issued by the Land Registry inrelation to residential properties in The Netherlands; Index Index Linked Covered Bond means an Index Linked Interest Covered Bond and/or anIndex Linked Redemption Covered Bond, as applicable: Index Linked Interest Covered Bond means a Covered Bond in respect of which theamount payable in respect of interest is calculated by reference to an index and/or a formula and/or to changes in the prices of securities or commodities and/or to such other factors as the Issuer and the relevant Dealer(s) may agree (as indicated in the applicableFinal Terms); Index Linked Redemption Covered Bond means a Covered Bond in respect of which the amount payable in respect of principal is calculated by reference to an index and/or a formula and/or to changes in the prices of securities or commodities and/or to such other factors as the Issuer and the relevant Dealer(s) may agree

(as indicated in the applicableFinal Terms);



Term	Definition / Calculation
Indexed Valuation	means at any date in relation to any Transferred Receivable securedover any Property: (a) where the Original Market Value of that Property is equal to or greater than thePrice Indexed Valuation as at that date, the Price Indexed Valuation; or(b) where the Original Market Value of that Property is less than the Price Indexed Valuation as at that date, the Original Market Value plus 90% (or, if a different percentage is required or sufficient from time to time for the Covered Bonds to qualify as 'Covered Bonds' as defined in the Capital Requirements Directive and the Issuer wishes to apply such different percentage, then such different percentage) (such percentage, the "Relevant OMV Percentagebetween the Price Indexed Valuation and the Original Market Value;
ING Group	means ING Groep N.V. and its subsidiaries (dochtermaatschappijen) fromtime to time;
Initial Advance	means, in respect of any Loan Agreement, the original principal amountadvanced by the relevant Originator to the relevant Borrower;
Initial Covered Bonds	means the Covered Bonds issued on the First Issue Date;
Initial Documentation List	means the lists of documents set out in Schedule 1 to theProgramme Agreement;
Initial Originator	means the Bank in its capacity as Originator;
Initial Portfolio	means the Eligible Receivables particulars of which are set out in theDeed of Assignment executed on the Programme Date;
Initial Servicer	means ING Bank N.V., or such other person as may from time to time beappointed, pursuant to the Initial Servicing Agreement, as Initial Servicer of the TransferredReceivables;
Initial Servicing Agreement	means the agreement entered into on the Programme Datebetween the Initial Servicer, the CBC and the Trustee pursuant to which the Initial Servicer will agree to service the Transferred Receivables;
Initial Settlement Amount	has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement;
Insolvency Event	means, in relation to a company:(a) a conservatory attachment (conservatoir beslag) or an executory attachment(executoriaal beslag) on any major part of such company's assets which has not been discharged or released within a period of thirty (30) days; or(b) if an order is made by any competent court or other authority or a resolution ispassed for the dissolution (ontbinding) or winding-up of such company or for the appointment of an Insolvency Official of such company or of all or substantially all of its assets; or(c) an assignment for the benefit of, or the entering into of any general assignment(akkoord) with, its creditors; or(d) if a petition for a suspension of payments (surseance van betaling) or forbankruptcy (faillissement) is filed for such company or if such company is declared bankrupt (failliet), or becomes subject to emergency regulations (noodregeling) asreferred to in Chapter 3 of the Wft,or any equivalent or analogous event under the law of any jurisdiction;
Insolvency Official	means, in relation to a company, a liquidator (curator), administrator(bewindvoerder) or other similar officer in respect of such company or in respect of any arrangement, compromise or composition with any creditors or any equivalent oranalogous officer under the law of any jurisdiction;
Insolvency Proceeding	means any Dutch Insolvency Proceeding or any equivalent oranalogous proceeding under the laws of any other jurisdiction;
Insolvent	means, in relation to a person or legal entity, that an Insolvency Event hasoccurred in relation to such person or entity;
Insurer	means any insurance company that issued an insurance policy to a Borrowerconnected to a Loan Agreement and relating to a Transferred Receivable;
Interest Rate Swap Agreement	means a swap agreement in the Approved Formtogether with an interest rate swap transaction entered into between an Interest Rate SwapProvider, the CBC and the Trustee;
Interest Commencement Date	means, in relation to any interest-bearing Covered Bond, the date specified in the applicable Final Terms up to the Final Maturity Date or Extended Due for Payment Date, if applicable, from which such Covered Bond bears interest or, if no such date is specified therein, the Issue Date;
Interest Payment Date	means, in relation to any Fixed Rate Covered Bond, such date ordates as are indicated in the applicable Final Terms and, in relation to any Floating RateCovered Bond or Index Linked Interest Covered Bond, either:(a) the date which falls the number of months or other period specified as the
Interest Period	means the period from (and including) an Interest Payment Date (or theInterest Commencement Date) to (but excluding) the next (or first) Interest Payment Date;
Interest Rate Swap	means an interest rate swap transaction entered into between anInterest Rate Swap Provider, the CBC and the Trustee;
Interest Rate Swap Provider	means the Bank, an Eligible Swap Provider or any SwapProvider acting in such capacity pursuant to an Interest Rate Swap Agreement;
Interest-Only Loan	has the meaning ascribed thereto in the Base Prospectus;
ISDA	means the International Swaps and Derivatives Association, Inc.
Issue	means the issue and purchase of Covered Bonds pursuant to and in accordancewith the Programme Agreement or any other agreement between the Issuer and the relevant Dealer(s);
Issue Date	means, in relation to any Covered Bond, the date of issue and settlement ofsuch Covered Bond pursuant to the relevant Subscription Agreement or any other relevant agreement between the Issuer, the CBC and the relevant Dealer(s);
Issue Price	means, in relation to any Covered Bond, the price, generally expressed as apercentage of the nominal amount of such Covered Bond, at which such Covered Bond will be issued as specified in the relevant Final Terms;
Issuer	means the Bank in its capacity as issuer of Covered Bonds;
Issuer - ICSD Agreement	means the ICSD agreement entered into on the ProgrammeDate between the Issuer and the ICSDs;
Issuer Acceleration Notice	has the meaning ascribed thereto in Condition 9(a) (Eventsof Default and Enforcement - Issuer Events of Default);
Issuer Event of Default	means any one of the circumstances described in Condition9(a) (Events of Default and Enforcement - Issuer Events of Default);
Issuer Warranties	means the representations and warranties by the Issuer set out inPart 1 (Corporate) and Part 2 (Transaction Document) of Schedule 7 (Issuer Warranties) to the Programme Agreement;



Term	Definition / Calculation
Land Registry	means the relevant Dutch land registry (Dienst van het Kadaster en deOpenbare Registers) where the ownership of the relevant Properties together with theMortgages and any other Adverse Claims thereon are registered;
Lead Manager	means, in relation to any Tranche, the person named as the LeadManager in the applicable Subscription Agreement or, when only one Dealer signs suchSubscription Agreement, such Dealer or, if there is no Subscription Agreement, the Dealer mandated to fulfil the Lead Manager role;
Ledgers	means the AIC Account Revenue Ledger, the AIC Account Principal Ledger, theRevenue Ledger, the Principal Ledger, any CBTF Sub-Ledger, the Swap Collateral Ledger, the Swap Replacement Ledger, the Reserve Fund Ledger, the Swap Interest Ledger, the Swap Principal Ledger, the Supplemental Liquidity Reserve Ledger, the Pre-Maturity Liquidity Ledger and the Participation Ledger;
Lending Criteria	means such criteria applicable to the granting of a Loan to a Borroweras the relevant Originator may from time to time apply and which would be acceptable to aReasonable Prudent Lender;
Liabilities	means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;
Life Loan	has the meaning ascribed thereto in the Base Prospectus;
Linear Loan	has the meaning ascribed thereto in the Base Prospectus;
Listing Agent	means ING Bank N.V. or any other listing agent appointed by the Issuerfrom time to time for the purposes of liaising with the AFM and/or Euronext Amsterdam from time to time and in relation to any Covered Bonds which are, or are to be, listed, quoted and/or traded on or by another Stock Exchange, the listing agent or authorised adviser appointed by the Issuer from time to time for the purposes of liasing with that StockExchange;
Listing Rules	means in the case of Covered Bonds which are, or are to be, listed on aStock Exchange, the listing rules and regulations for the time being in force for that StockExchange;
Loan	means any loan (including the Initial Advance and any Further Advance) or loanpart (leningdeel) granted by the relevant Originator to a Borrower pursuant to the terms of a Loan Agreement;
Loan Adjustment	means a variation to the terms of a Loan as set out in the relevantLoan Agreement;
Loan Agreement	means a mortgage loan agreement between an Originator and aBorrower secured by a right of mortgage (recht van hypotheek), including the corresponding notarial deed, pledge deed and set of general terms and conditions as each Originator may from time to time introduce as would be acceptable to a ReasonablePrudent Lender;
Loan Rates of Interest	means the rates of interest payable by the Borrower from time totime in accordance with the relevant Loan Agreement;
Loss	has the meaning ascribed to such term in Clause 7.1 of the ProgrammeAgreement;
LTV Cut-Off Percentage	means such percentage as is required from time to time for theCovered Bonds to qualify as 'Covered Bonds' as defined in the Capital RequirementsDirective, currently being 80% for all Transferred Receivables;
Management Agreement (Holding)	means the management agreement (Holding)entered into on the Programme Date between Holding and ATC Management B.V.;
Management Agreement (Trustee)	means the management agreement (Trustee)entered into on the Programme Date between the Trustee and the Trustee's Director;
Management Agreement (CBC)	means the management agreement (CBC) entered intoon the Programme Date between the CBC and the Managing Director;
Management Agreements	means the Management Agreement (CBC), the ManagementAgreement (Holding) and the Management Agreement (Trustee);
Manager	in relation to any Series or Tranche of Covered Bonds, means any personappointed as a Manager in the relevant Subscription Agreement;
Managing Director	means ATC Management B.V. and/or such other person(s) who maybe appointed as managing director(s) (bestuurder) of the CBC from time to time;
Market Value	has the meaning ascribed to such term in the Trust Deed;
Marketing Materials	means any investor presentation, Pricing Term Sheet or marketingmaterials prepared by any of the Dealers on the basis of information supplied by any of the Issuer or the CBC and approved by any of the Issuer or the CBC and any and all other information, documents, advertisements and notices provided and/or approved by any of the Issuer or the CBC;
Master Receivables Pledge Agreement	means the master receivables pledgeagreement entered into on the Programme Date between the CBC and the Trustee;
Master Sub-Participation Agreement	has the meaning ascribed thereto in Clause 13.2of the Guarantee Support Agreement;
Master Transfer Agreement	means a master transfer agreement between an Originatorand an Insurer as described in paragraph 4.3 of the Deduction Risk;
Material Adverse Effect	means, as the context specifies:(a) a material adverse effect on the validity or enforceability of any of the TransactionDocuments; or(b) in respect of a Transaction Party, a material adverse effect on:(i) the business, operations, assets, property, condition (financial or otherwise)or prospects of such Transaction Party; or(ii) the ability of such Transaction Party to perform its obligations under any ofthe Transaction Documents; or(iii) the rights or remedies of such Transferred Receivables and their Related Security, amaterial adverse effect on the interests of the CBC or the Trustee in the Transferred Receivables and their Related Security, or on the ability of the CBC (or the Servicer on the CBC's behalf) to collect the amounts due under the Transferred Receivables and their Related Security or on the ability of the Trustee to enforce the Security; or(v) a material adverse effect on the validity or enforceability of any of theCovered Bonds;
Merged	means, in respect of a legal entity (a "Merged Originator), that as a result of alegal act (rechtshandeling) between such entity and an Originator, all assets and liabilities (vermogen) of such entity have transferred to such Originator on a general legal basis (algemene titel) as referred to in article 2:309 of the Dutch Civil Code, with such legal entitybeing the disappearing entity;
Merged Originator	has the meaning ascribed to such term in the definition of "Merged;



Definition / Calculation Term Minimum Account Bank Ratings means the minimum credit ratings as determined tobe applicable or agreed by each relevant Rating Agency from time to time in respect of theAccount Bank or other relevant financial institution or institutions, being as at the February2012 Update in respect of the Account Bank, A-1 (short term) by S&P, F1 (short term) andA (long term) (or, if such Account Bank is on rating watch negative by Fitch, F1+ (short term) and A+ (long term)) by Fitch and P-1 (short term) by Moody's: Minimum Required Ratings means the minimum credit ratings as determined to beapplicable or agreed by each relevant Rating Agency from time to time in respect of the Issuer, being as at the February 2012 Update, A- (long term) by S&P, A (long term) and F1 (short term) by Fitch and A3 (long term) by Moody's; means the minimum long term credit ratings as determined to be applicable or agreed by each relevant Rating Agency from time to time in respect of the Servicer, being as at the February Minimum Servicer Ratings 2012 Update, BBB+ by S&P, BBB- by Fitch and Baa3 by Moody's; means the minimum credit ratings as determined to beapplicable or agreed by each relevant Rating Agency from time to time in respect of thelssuer, being as at the February 2012 Update, BBB+ (long term) by S&P, A (long term) andF1 (short term) by Fitch and Baa1 (long term) by Minimum Trigger Ratings Moody's; Mixed Insurance Policy has the meaning ascribed thereto in the Base Prospectus; Monthly Interest has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement; Monthly Investor Report means the report substantially in the form set out in Schedule2 to the Initial Servicing Agreement Moody's means Moody's Investors Service Limited and includes any successor to itsrating business; means a right of mortgage (recht van hypotheek) over a Property securing therelated Receivable; Mortgage Mortgage Deed means the notarial deed pursuant to which a right of mortgage is vestedover a Property; MTA Receivable means a Savings Receivable which is subject to a Master TransferAgreement; means a guarantee (borgtocht) issued by a municipality(gemeente) in The Netherlands; Municipality Guarantee Net Outstanding Principal Balance means in relation to a Transferred Receivable, atany date, the Gross Outstanding Principal Balance of such Receivable less, if it is a Participation Receivable, an amount equal to the relevant Participation on such date; New Originator Accession Letter means the accession letter to the ProgrammeAgreement to be executed by each New Originator substantially in the form set out inSchedule 4 Part 1 (Form of New Originator Accession Letter) to the ProgrammeAgreement; means Eligible Receivables, other than the Eligible Receivablescomprised in the Initial Portfolio, which an Originator may assign and transfer to the CBCon a Transfer Date following the First Transfer Date pursuant to the Guarantee SupportAgreement; New Receivables means any entity appointed as an additional Dealer in accordance withClause 12 (Appointment of New Dealers) of the Programme Agreement; New Dealer New Entity has the meaning ascribed thereto in the Trust Deed; New Originator means any member of the Group other than the Initial Originator whichat the option of the Issuer accedes to, amongst other things, the Programme Agreement as an Originator in accordance with the Programme Agreement; means the confirmation letter in relation to theaccession to the Programme by a New Originator substantially in the form set out inSchedule 4 Part 2 (Form of New Originator Confirmation New Originator Confirmation Letter Letter) to the ProgrammeAgreement; New Portfolio means in each case the portfolio of New Receivables, particulars of whichare set out in the relevant Deed of Assignment; New Servicer means a New Originator in its capacity as Servicer pursuant to a NewServicing Agreement or such other person as may from time to time be appointed asServicer pursuant to the relevant New Servicing Agreement: means any new servicing agreement entered into by a NewServicer, the CBC and the Trustee, on substantially the same terms as the Initial ServicingAgreement in relation to the servicing of New Receivables transferred by such NewServicer (in its capacity as New Originator) to the OPC New Servicing Agreement CBC NGN means the new global note form; NGN Global Covered Bond means any NGN Permanent Global Covered Bond and/oran NGN Temporary Global Covered Bond; means, in relation to any Series, a globalpermanent covered Bond to be issued pursuant to the Trust Deed in the form or substantially in the form set out in Part D of Schedule 3 (Forms of Covered Bonds) to theTrust Deed; NGN Permanent Global Covered Bond NGN Temporary Global Covered Bond means, in relation to any Series, a globaltemporary Covered Bond to be issued pursuant to the Trust Deed in the form or substantially in the form set out in Part C of Schedule 3 (Forms of Covered Bonds) to theTrust Deed; NHG or NHG Guarantee means a guarantee (borgtocht) issued by StichtingWaarborgfonds Eigen Woningen under the terms and conditions of the National MortgageGuarantee (Nationale Hypotheek Garantie), as may be amended from time to time; Nominee has the meaning ascribed thereto in the Programme Agreement;





Definition / Calculation

Term	Definition / Calculation
Non-Dutch Assets	means: (a) euro denominated residential mortgage-backed receivables and/or related securityoriginated in jurisdictions outside The Netherlands and governed by the laws of a member state of the European Union (other than The Netherlands), the United States of America, Canada, Japan, the Republic of Korea, Hong Kong, Singapore, Australia, New Zealand or Switzerland and/or the laws of any such other jurisdiction as designated in or pursuant to the Decree on Prudential Rules Wft (Besluit prudentiële regels Wft) (as amended and supplemented from time to time), provided that such receivables or related security are eligible under the CapitalRequirements Directive to collateralise Covered Bonds; and/or(b) assets that meet all requirements set out in the definition of Substitution Assetsother than those set out in paragraph (iii) of such definition, provided that (i) Rating Agency Confirmation is obtained in respect of the relevant transferof such assets by the relevant Originator to the CBC and (ii) the Trustee is satisfied that pursuant to such transfer the CBC will receive assets of equivalent credit and security status and ranking as the other Eligible Assets (supported by a legal opinion of intermationally recognised counsel in form and substance satisfactory to the Trustee);
Notice Notice to Pay	means, in respect of notice to be given to Covered Bondholders, a notice validlygiven pursuant to Condition 13 (Notices); means, in respect of the CBC, a written demand to pay and duly given inaccordance with Clause
Nuice to Fay	12.2 (Notice to Pay) of the Tust Deed and in the form or substantially in the form set out in Schedule 4 (Form of Notice to Pay) to the Trust Deed;
Notification Event	means the earliest to occur of the following unless the Trustee,having obtained Rating Agency Confirmation to that effect, has confirmed in writing to the relevant Originator(s) and the CBC that, subject to any condition imposed by the Trustee, any such event shall not (or not immediately) constitute a Notification Event:(a) a default is made by an Originator in the payment on the due date of any amountdue and payable by it under any Transaction Document to which it is a party and such failure is not remedied within ten (10) Business Days after notice thereof has been given by the Issuer or the Trustee to the relevant Originator;(b) an Originator fails duly to perform or comply with any of its obligations under anyTransaction Document to which it is a party or the Bank in its capacity as Servicer does not comply with any of the obligations under any Servicing Agreement and if such failure is capable of being remedied, such failure, is not remedied within ten (10) Business Days after notice thereof has been given by the Issuer or the Trustee to the relevant Originator or the Bank in its capacity as Servicer;(c) an Originator takes any corporate action, or other steps are taken or legalproceedings are started or threatened against it, for (i) its dissolution (ontbinding), (ii) its liquidation (vereffening), (iii) a merger (fusie) involving such Originator as disappearing entity unless Rating Agency Confirmation has been obtained in respect of such merger, (iv) a demerger or split-off (splitsing of afsplitsing) involving such Originator unless Rating Agency Confirmation has been obtained in respect of such demerger or split-off, (v) its entering into emergency regulations (noodregeling) as referred to in Chapter 3 of the Wft, (vi) its hankruptcy, (vii) any analogous insolvency proceedings under any applicable law or (viii) the appointment of a liquidator (curator), administrator (bewindvoerder) or a similarofficer of it or of any or all of its assets;(d) an Originator's assets are placed under andministration (ond
Notification Event Trigger Ratings	means the minimum credit ratings as determined tobe applicable or agreed by each relevant Rating Agency from time to time in respect of thelssuer, being as at the February 2012 Update, BBB+ (long term) by S&P, BBB+ (long term)by Fitch and Baa1 (long term) by Moody's;
Notification Letter	means a notice given by the CBC or the Trustee to the Borrowers inrelation to notification (mededeling) of the transfer of Eligible Receivables to the CBCsubstantially in the form set out in, and served in accordance with the terms, of theGuarantee Support Agreement;
NPV	has the meaning ascribed thereto in Clause 5.1 of the Asset Monitor Agreement;
Official List	means the official list of the Irish Stock Exchange;
Original Foreclosure Value	in relation to any Property means (i) the foreclosure value(executiewaarde) given to that Property by (a) if available, the most recent valuation addressed to the Originator that transferred the relevant Transferred Receivable to the CBC or (b) if no valuation is available, the assessment by the Dutch tax authorities on the basis of the WOZ at the time of application by the Borrower or (ii) in respect of Property to be constructed or in construction at the time of application by the Borrower, the foundation cost of the Property (whereby 'foundation cost' means the aggregate of the purchase price and building contract sum, compensation long lease, demonstrable supplemental work and all other costs (to be) made for acquiring the Property, up to a maximum of 125% of theaggregate of the purchase price and building contract sum of the Property);
Original Market Value	in relation to any Property means the Original Foreclosure Valuedivided by 0.90 (or, if a different fraction is required or sufficient from time to time for the Covered Bonds to qualify as 'Covered Bonds' as defined in the Capital Requirements Directive and the Issuer wishes to apply such different fraction, then such different fraction)(such fraction, the "Relevant OMV Fraction
Originator Power of Attorney	means a power of attorney to be provided by anOriginator substantially in the form set out in the Guarantee Support Agreement;
Originator Documents	has the meaning ascribed thereto in the Programme Agreement;
Originator Withdrawal Letter	means a letter in relation to the withdrawal from theProgramme by an Originator substantially in the form set out in Part C (Form of Originator/Withdrawal Letter) of Schedule 4 to the Programme Agreement;
Originators	means the Initial Originator together with each New Originator;
Originators' Warranties	means the representations and warranties given by the relevantOriginators as set out in the Guarantee Support Agreement;
Parallel Debt	has the meaning ascribed thereto in the Trust Deed;
Partial Portfolio	has the meaning ascribed thereto in the Asset Monitor Agreement;
Participant	means with respect to (i) a Savings Receivable, any Insurer which enters into a Master Sub- Participation Agreement with the CBC and the Trustee, and which is acknowledged by the relevant Originator(s) and (ii) a Bank Savings Receivable, the Bank;
Participation	has the meaning ascribed thereto in the relevant Master Sub-ParticipationAgreement;
Participation Date	has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement;



Term	Definition / Calculation
Participation Fraction	means, with respect to a Relevant Receivable, the Bank SavingsInterest Correction times the outcome of: the relevant Participation divided by the GrossOutstanding Principal Balance of such Relevant Receivable;
Participation Ledger	has the meaning ascribed thereto in the Administration Agreement;
Participation Receivable	means a Savings Receivable or a Bank Savings Receivable, as the case may be, to which a Participation applies;
Partner Instruction	means, in case any person (the "Partner) other than the relevantOriginator has been appointed as beneficiary under an insurance policy connected to aReceivable, the irrevocably authorisation by such Partner to the relevant Insurer to pay out the insurance proceeds to the relevant Originator;
Paying Agents	means, in relation to the Covered Bonds of any Series, the PrincipalPaying Agent, the Dutch Paying Agent, the US Paying Agent and any other paying agent appointed pursuant to the Agency Agreement;
Permanent Global Covered Bond	means any Classic Permanent Global Covered Bondand/or an NGN Permanent Global Covered Bond;
Portfolio	means the Initial Portfolio and each New Portfolio;
Portfolio Tests	has the meaning ascribed thereto in the Asset Monitor Agreement;
Post-CBC-Acceleration-Notice Priority of Payments	has the meaning ascribed theretoin the Trust Deed;
Post-Notice-to-Pay Priority of Payments	has the meaning ascribed thereto in the TrustDeed;
Potential CBC Event of Default	means any condition, event or act which, with the lapseof time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute a CBC Event of Default;
Potential Issuer Event of Default	means any condition, event or act which, with thelapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or thefulfilment of any similar condition, would constitute an Issuer Event of Default;
Pre-Maturity Liquidity Ledger	has the meaning ascribed thereto in Clause 1.3 ofSchedule 2 to the Administration Agreement;
Pre-Maturity Maximum Required Amount	has the meaning ascribed thereto in Clause1.3 of Schedule 2 to the Administration Agreement;
Pre-Maturity Minimum Ratings	means a minimum credit rating as determined to beapplicable or agreed by each relevant Rating Agency from time to time in respect of thelssuer, being as at the February 2012 Update, P-1 (short term) by Moody's, A-1+ (short term) by S&P and F1+ (short term) by Fitch;
Pre-Maturity Test	has the meaning ascribed thereto in Clause 4.1 of the Asset MonitorAgreement;
Pre-Maturity Test Date	has the meaning ascribed to such term in Clause 4.1 of theAsset Monitor Agreement;
Pre-Notice-to-Pay Priority of Payments	has the meaning ascribed thereto in the TrustDeed;
Price Indexed Valuation	in relation to any Property at any date means the OriginalMarket Value of that Property increased or decreased as appropriate by the increase or decrease in the Index since the date of the Original Market Value;
Pricing Term Sheet	means a pricing term sheet setting out pricing and other necessaryinformation (including if appropriate financial and other disclosure relating to the Issuer)and expressly stating that it is subject to the Applicable Final Terms, substantially in the form requested by the relevant Dealer (s);
Principal Amount Outstanding	means, on any date:(a) in respect of a Covered Bond outstanding, the principal amount of that CoveredBond on the relevant Issue Date, less the aggregate amount of any principal payments in respect of such Covered Bond which have been paid to the Paying Agent(s) on or prior to that date; and(b) in relation to the Covered Bonds outstanding at any time, the aggregate of theamount in (i) in respect of all Covered Bonds outstanding;
Principal Ledger	has the meaning ascribed thereto in the Administration Agreement;
Principal Obligations	has the meaning ascribed thereto in the Trust Deed;
Principal Paying Agent	means, in relation to the Covered Bonds of any Series, TheBank of New York Mellon, London Branch, whose principal place of business is at OneCanada Square, Canary Wharf, London E14 5AL, United Kingdom in its capacity as issuing and principal paying agent;
Principal Receipts	means:(a) any amount, sales proceeds, refinancing proceeds, arrears and other amountrelating to principal, and any Accrued Interest and Arrears of Interest as at the Transferr Date of the relevant Transferred Receivables (i) other than any prepayment penalties, (ii) net of any relevant foreclosure costs and (iii) less, with respect to each Participation Receivable, an amount equal to the relevant RedemptionAmount;(b) any Initial Settlement Amount received from any Participation under the relevantMaster Sub-Participation Agreement;(c) an amount equal to any Increase which applies to any Participation pursuant to therelevant Master Sub-Participation or therelevant insurer (as the case may be) as purchase price for the relevant (part of the) MTA Receivable pursuant to the duarantee Support Agreement in connection with a Master Transfer Agreement between that relevant that relevant that relevant that the relevant or;
Priorities of Payments	means the Pre-Notice-to-Pay Priority of Payments, the Post-Notice-to-Pay Priority of Payments and the Post CBC-Acceleration-Notice Priority of Payments;
Programme	means the Covered Bonds programme established by, or otherwisecontemplated in, the Programme Agreement and the Trust Deed;
Programme Agreement	means the agreement dated the Programme Date between theIssuer, the CBC, the Initial Originator, the Arrangers and the Dealers named therein;
Programme Date	means the First Issue Date or such other date falling prior to the FirstIssue Date as may be agreed between the Issuer, the CBC, the Arrangers and the Trustee;
Programme Limit	has the meaning ascribed to such term in the Trust Deed;



Term	Definition / Calculation	
Programme Resolution	means either:(a) a written resolution of the holders of not less than twenty-five per cent. of theaggregate principal amount of the Covered Bonds of all Series then outstanding as if they were a single Series; or(b) an Extraordinary Resolution (with the Covered Bonds of all Series taken togetheras a single Series), in each case, with the nominal amount of Covered Bonds not denominated in euro beingconverted into euro at the relevant Structured Swap Rate;	
Property	means (i) a real property (onroerende zaak), (ii) an apartment right(appartementsrecht) or (iii) a long lease (erfpacht)), which is subject to a Mortgage;	
Prospectus Directive	means Directive 2003/71/EC;	
Provisions for Meetings of Covered Bondholders	means the provisions for meetingsof Covered Bondholders as set out in the Trust Deed;	
Purchaser	means any third party or any Originator to whom the CBC offers to sellSelected Receivables pursuant to the Asset Monitor Agreement;"QIB" means a qualified institutional buyer, as such term is defined in Rule 144A under theSecurities Act;	
Rating Agency	means any rating agency (or its successors) who, at the request of thelssuer, assigns, and for as long it assigns, one or more ratings to the Covered Bonds under the Programme, from time to time, which as at the Programme Date includes Moody's, Fitch and S&P	
Rating Agency Confirmation	means, with respect to each Rating Agency, receipt of aconfirmation in writing that the then current ratings of the Covered Bonds will not be adversely affected by or withdrawn as a result of the relevant event or matter;	
Reasonable Prudent Lender Receiptholder	means the Originators and/or the Servicers, as applicable, acting in accordance with the standards of a reasonable lender of Dutch residential mortgage loans to Borrowers in The Netherlands which is acting as a reasonable creditorin protection of its own interests; means the holder of a Receipt;	
Receipts	means any bearer principal receipts appertaining to the Covered Bonds of anySeries or, as the context may require, a specific number thereof and includes any replacement Receipts issued pursuant to Condition 10 (Replacement of Covered Bonds, Receipts, Coupons and Talons);	
	means a registered claim (vordering op naam) vis-à-vis a Borrower forrepayment of a Loan and includes any Related Security;	
Receivable Adjustments	has the meaning ascribed thereto in Clause 4.1 of the InitialServicing Agreement;	
Receivable Due Date	in relation to any Receivable means the original date on whichsuch Receivable is due and payable;	
Receivable Interest Determination Date	means in relation to any Receivable any dateon or after the relevant Transfer Date;	
Receivables Pool	means all Transferred Receivables held by the CBC from time to time;	
Receivables Warranties	means the representations and warranties given by each of theOriginators in respect of the Receivables as set out in Part 3 of Schedule 1 (Representations and Warranties) to the Guarantee Support Agreement;	
Record Date	means the seventh (7th) Business Day before the due date of the relevant payment;	
Redemption Amount	has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement;	
Reference Banks	means, in the case of a determination of EURIBOR, the principaloffice of four major banks in the Eurozone inter-bank market selected by the Administrator;	
Reference Rate	means, where applicable in relation to the Covered Bonds of any Series, the Reference Rate specified in the applicable Final Terms;	
Reg. S Covered Bonds	means Covered Bonds (to be) sold in reliance on Regulation S;	
Reg. S Global Covered Bond	means a permanent global Covered Bond in registeredform in reliance on Regulation S;	
Register	means the register with regard to any Registered Covered Bonds maintained bythe Registrar;	
Registered Covered Bond	means a Covered Bond issued in registered form;	
Registered Covered Bonds Deed	means a deed of issuance of Registered CoveredBonds issued pursuant to the Trust Deed in the form, or substantially in the form, of Schedule 3(I) or (in the case of a Registered Global Covered Bond) Schedule 3(J) to the Trust Deed;	
Registered Definitive Covered Bond	means a Registered Covered Bond in definitiveform;	
Registered Global Covered Bond	means a Registered Covered Bond in global form;	
Registrar	means, in relation to any Registered Covered Bonds, The Bank of New YorkMellon (Luxembourg) S.A., whose principal place of business is at 2-4 rue EugèneRuppert, Vertigo Building – Polaris, L-2453 Luxembourg in its capacity as registrar;	
Registration Document	means the Issuer's registration document as defined in theBase Prospectus (as defined herein) from time to time, which, as at the February 2012Update, is the Issuer's registration document dated 11 May 2011 pursuant to Commission Regulation (EC) No 809/2004 (the EU Prospectus Regulation) for ING Bank N.V. as approved by the AFM on 11 May 2011;	
Regulation S	means Regulation S under the Securities Act;	
Regulatory Direction	means, in relation to any person, a direction or requirement of anyGovernmental Authority with whose directions or requirements such person is accustomed or required to comply;	
Related Security	mease unections or requirements such person is accusationed or required to compary, means, with respect to any Receivable, all related accessory rights (afhankelijke rechten), ancillary rights (nevenrechten), connected rights (kwalitatieve rechten) and independently transferable claims (zelfstandig overdraagbare vorderingsrechten), including rights of mortgage (hypotheekrechten), rights of pledge (pandrechten), suretyships (borgtochten), guarantees, rights to receive interest andpenalties and, to the extent transferable, Beneficiary Rights and interest reset rights;	
Relevant Transaction Document	means in respect of any party to any of the Transaction Documents, the Transaction Documents to which such party is a party together with the Transaction Documents that contain provisions that otherwise bind orconfer rights upon such party;	



Term	Definition / Calculation
Relevant Assets and Liabilities	has the meaning ascribed to such term in the definitionof "Demerger
Relevant Date	has the meaning set out in Condition 7 (Taxation);
Relevant Insurer	means any of Nationale Nederlanden Levensverzekering MaatschappijN.V., Algemene Levensherverzekering Maatschappij N.V., Allianz Nederland Levensverzekering N.V. and ING Levensverzekering Retail N.V. (formerly named Postbank Levensverzekering N.V.) and any of its predecessors (including, without limitation, in respect of Allianz Nederland Levensverzekering N.V., Royal LevensverzekeringMaatschappij N.V. and Zwolsche Algemeene Hypotheken N.V.);
Relevant OMV Fraction	has the meaning ascribed to such term in the definition of
Relevant OMV Percentage	has the meaning ascribed to such term in the definition of
Relevant Party	means the Arrangers, each Dealer, each of their respective affiliates andeach person who controls them (within the meaning of section 15 of the Securities Act or section 20 of the Exchange Act) and each of their respective directors, officers, employeesand agents;
Relevant Receivable	has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement;
Relevant Screen Page	means, where applicable in relation to the Covered Bonds of anySeries, the Relevant Page specified in the applicable Final Terms;
Representations and Warranties	means the Originator's Warranties and theReceivables Warranties;
Required Current Balance Amount	has the meaning ascribed thereto in the AssetMonitor Agreement;
Required Redemption Amount	means:(a) in respect of any relevant Series of HB Covered Bonds, the amount calculated asfollows: the aggregate Principal Amount Outstanding of such Series x (1+(0.005 x(days to the Final Maturity Date of such Series/365))); and(b) in respect of any relevant Series of SB Covered Bonds, the amount calculated asfollows: the aggregate Principal Amount Outstanding of such Series x (1+(0.005 x(days to the Extended Due for Payment Date of such Series/365)));
Requirement of Law	in respect of any person shall mean:(a) any law, treaty, rule, requirement or regulation;(b) a notice by or an order of any court having jurisdiction;(c) a requirement of any regulatory authority having jurisdiction; or(d) a determination of an arbitrator or Governmental Authority, in each case applicable to or binding upon that person or to which that person is subject orwith which it is customary for it to comply;
Reserve Fund Ledger	has the meaning ascribed thereto in the AdministrationAgreement;
Reserve Fund	has the meaning ascribed thereto in the Trust Deed;
Reserve Fund Required Amount	means an amount equal to (i) the aggregate for allSeries of (a) to the extent that no Interest Rate Swap or Structured Swap has been entered into in relation to any Series, the aggregate Scheduled Interest for each such Series due in the next three following CBC Payment Periods and (b) to the extent that an Interest Rate Swap or a Structured Swap has been entered into in relation to any Series and (x) a party other than the Bank is the Interest Rate Swap Provider or Structured Swap Provider, the aggregate interest component due by the CBC under such Interest Rate Swap or Structured Swap for each such Series in the next three following CBC Payment Periods or (y) the Bank is the Interest Rate Swap Provider or Structured Swap Provider, as applicable, the higher of the aggregate (A) Scheduled Interest due and (B) interest component due by the CBC under such Interest Rate Swap or Structured Swap for each such Series in the next three following CBC Payment Periods, all as calculated on each relevant Calculation Date, plus (ii) the anticipated aggregate amount payable in the next three following CBC Payment Periods in respect of the items referred to in paragraph (a) up to and including (d) of the Post-Notice-to-Pay Priority of Payments, as calculated oneach relevant Calculation Date;
Residential Subsidy Right	means the right to receive annual contributions with respectto residential Properties on the basis of the Resolution Monetary Support Own Residences (Beschikking geldelijke steun eigen woningen) of the ministry of housing, regional development and environment ("VROMSubsidies (Besluit woninggebonden subsidies) of the VROM dated 1992 and 1995;
Residual Claims	means, in respect of a Receivable, any receivable or claim which is notowned by the CBC and which is secured by the Related Security securing suchReceivable;
Restricted Covered Bonds	means Covered Bonds (to be) sold in reliance on Rule144A;
Restricted Global Covered Bond	means a restricted permanent global Covered Bondin registered form in reliance on Rule 144A;
Retransferred Receivables	has the meaning ascribed thereto in each Deed of Re-Assignment and Release;
Revenue Ledger	has the meaning ascribed thereto in the Administration Agreement;
Revenue Receipts	means:(a) interest, fees and other amounts received or recovered by the CBC in respect of the Transferred Receivables (i) other than the Principal Receipts and any prepayment penalties, (ii) net of any relevant foreclosure costs and (iii) less, with respect to interest in respect of each Participation Receivable, an amount equal to the net amount received or recovered multiplied by the applicable ParticipationFraction; and(b) prepayment penalties received or recovered by the CBC in respect of theTransferred Receivables;
Revolving Credit Loan	means any loan or loan part (leningdeel) granted, or required tobe granted, by a relevant Originator to a Borrower pursuant to a Loan Agreement or otherwise, that qualifies as revolving credit (doorlopend krediet), current account or similar type of credit, which is secured by the same Related Security as the relevant Receivableowing by that Borrower under a related Loan;
Rule 144A	means Rule 144A under the Securities Act;
Savings	means the savings part of all premiums received by a Participant from therelevant Borrower under or pursuant to the relevant insurance policy;
Savings Insurance Policy	has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement;
Savings Loan	has the meaning ascribed thereto in the Base Prospectus;
Savings Receivable	means a Transferred Receivable resulting from a Savings Loan;
SB Covered Bond	means a Covered Bond with a soft bullet maturity (as indicated in theapplicable Final Terms);



Term	Definition / Calculation
Scheduled Interest	means, in respect of a Series, any amount of scheduled interestpayable (i) under the Covered Bonds as specified in Condition 4 (Interest) (but excluding any additional amounts relating to premiums, default interest or interest upon interest payable by the Issuer following an Issuer Event of Default), for this purpose disregarding any Excess Proceeds received by the Trustee on account of scheduled interest and on- paid to the CBC in accordance with the Trust Deed or (ii) under the Guarantee as specifiedin Condition 3(b) (The Guarantee);
Scheduled Payment Date	means, in respect of a Series, each Interest Payment Dateand the Final Maturity Date as specified in (i) in the case of Scheduled Interest, Condition 4 (Interest) or Condition 3(b) (The Guarantee), as the case may be, or (ii) in the case of Scheduled Principal, Condition 6(a) (Redemption at Maturity);
Scheduled Principal	means, in respect of a Series, any amount of scheduled principalpayable under the Covered Bonds as specified in Condition 6(a) (Redemption at Maturity) (but excluding any additional amounts relating to prepayments, early redemption, broken funding indemnities, penalties, premiums or default interest payable by the Issuer followingan Issuer Event of Default), for this purpose disregarding any Excess Proceeds receivedby the Trustee on account of scheduled principal and on-paid to the CBC in accordancewith the Trust Deed;
Screen Rate Determination	has, in relation to any Series of Covered Bonds, themeaning ascribed thereto in the applicable Final Terms;
Secured Creditors	means the Trustee (in its own capacity and on behalf of the CoveredBondholders), the Originators, the Servicers, the Account Bank, the Administrator, the Swap Providers, the Asset Monitor, the Managing Director, the Paying Agents, any Participant, the Transfer Agent, the Exchange Agent, the Listing Agent, the Registrar and all other creditors designated by the Trustee as Secured Creditor from time to time inaccordance with the Trust Deed;
Secured Obligations	means all present and future obligations owed by the CBC to theTrustee pursuant to the Parallel Debt and, if and to the extent that at the time of the creation of the relevant right of pledge, or at any time thereafter, a Principal Obligation owed to the Trustee cannot be validly secured through the Parallel Debt, such PrincipalObligation itself;
Secured Property	means all the CBC's assets, rights and receivables including the CBC's rights in respect of the Transferred Assets, its rights in relation to the CBC Accounts and its rights under the Transaction Documents over which security is created pursuant to the Security Documents;
Securities Act	means the United States Securities Act of 1933;
Security	means the security for the obligations of the CBC in favour of the Trustee for thebenefit of the Secured Creditors created pursuant to, and on the terms set out in, the TrustDeed and the Security Documents;
Security Documents	means the Master Receivables Pledge Agreement, the CBCRights Pledge, any Substitution Assets Pledge and the Accounts Pledge;
Security Interest	means any sub-charge, pledge, lien (other than a lien arising in theordinary course of business or by operation of law) or other encumbrance or security interest howsoever created or arising;
Selected Receivables	means Transferred Receivables sold or refinanced by the CBCpursuant to the terms of the Asset Monitor Agreement;
Selected Receivables Offer Notice	means a notice substantially in the form set out in the Guarantee Support Agreement;
Series	means a Tranche of Covered Bonds together with any further Tranche orTranches of Covered Bonds expressed to be consolidated and form a single series with the Covered Bonds of the original Tranche and the terms of which are identical (save for the Issue Date and/or the Interest Commencement Date but including as to whether or notthe Covered Bonds are listed);
Series Reserved Matter	has the meaning ascribed thereto in the Trust Deed;
Servicer	means the Initial Servicer or any New Servicer, as applicable;
Servicer Event of Default	has the meaning ascribed thereto in the Initial ServicingAgreement:
Services	has the meaning ascribed thereto in the relevant Servicing Agreement;
Servicing Agreement	means the Initial Servicing Agreement together with any NewServicing Agreements;
Servicing Manual	means the servicing and administration manuals of the relevantOriginator by reference to which the relevant Servicer will service and administer the relevant Loans, Receivables, Mortgages and other security interests relating thereto, which are currently known as "FDO Securitisatie 2.1. Basis ontwerp securitisiatie 1.1 Reasonable Prudent Lender;
Share Linked Covered Bond	means a Share Linked Interest Covered Bond and/or aShare Linked Redemption Covered Bond, as applicable;
Share Linked Interest Covered Bond	means a Covered Bond in respect of which theamount payable in respect of interest is calculated by reference to the nature of an underlying share and/or formula and/or to such other factors as the Issuer and the relevantDealer(s) may agree (as indicated in the applicable Final Terms);
Share Linked Redemption Covered Bond	means a Covered Bond in respect of which the amount payable in respect of principal is calculated by reference to the nature of an underlying share and/or formula and/or to such other factors as the Issuer and the relevant Dealer(s) may agree (as indicated in the applicable Final Terms);
Shortfall	has the meaning ascribed thereto in the Trust Deed;
Special Conditions	means, in relation to any Series of Covered Bonds, the Conditionsapplicable thereto which are not in the form set out in the Trust Deed;
Specified Currency	has the meaning ascribed to such term in the applicable FinalTerms;
Specified Denomination	has the meaning ascribed thereto in the applicable FinalTerms;
Specified Office	means, in relation to any Agent in respect of any Series, either theoffice identified with its name in the Conditions of such Series or any other office notified to any relevant parties pursuant to the Agency Agreement;
Specified Period	in the applicable Final Terms after the preceding Interest Payment Date or the Interest Commencement Date (in the case of the first Interest Payment Date); or(b) such date or dates as are indicated in the applicable Final Terms;
Specified Time	means 11.00 am (London time, in the case of determination of LIBOR, orAmsterdam time, in the case of a determination of EURIBOR);



Term	Definition / Calculation
Standard & Poor's	and/or "S&P means Standard & Poor's Credit Market ServicesEurope Limited, and includes any successor to its rating business;
Standardised Approach	means Annex VI (Standardised Approach) to the CapitalRequirements Directive (or, after any amendment, variation, enactment or implementation of such Directive, the corresponding Annex);
Stock Exchange	means Euronext Amsterdam or any other or further stock exchange(s)on which any Covered Bonds may from time to time be listed or admitted to trading and references to the "relevant Stock Exchangeare intended to be, listed or admitted to trading;
Structured Swap Agreement	means a swap agreement in the Approved Form togetherwith a structured swap transaction entered into between a Structured Swap Provider, theCBC and the Trustee;
Structured Swap Provider	means the Bank, an Eligible Swap Provider or any SwapProvider acting in such capacity pursuant to a Structured Swap Agreement;
Structured Swap Rate	means the currency exchange rate set out in any StructuredSwap Agreement;
Structured Swaps	means cross-currency swap transactions entered into between aStructured Swap Provider, the CBC and the Trustee, governed by the Structured SwapAgreements;
Subscription Agreement	means an agreement supplemental to the ProgrammeAgreement in the form, or substantially in the form, as set out in the Programme Agreement or in such other form as may be agreed between the Issuer, the CBC, the Arrangers and the Lead Manager or one or more Dealers (as the case may be);
Substitution Assets	means the classes of assets from time to time eligible under theCapital Requirements Directive to collateralise covered bonds including:(a) exposures to or guaranteed by central governments, central banks or internationalorganisations that are 0% risk weighted under the Standardised Approach.(b) exposures to or guaranteed by public sector entities, regional governments or localauthorities that qualify for 10% risk weighting under the Standardised Approach.(c) exposures to institutions that qualify for a 10% risk weighting under theStandardised Approach.(c) exposures to institutions that qualify for a 20% risk weighting under theStandardised Approach.(c) exposures to institutions that qualify for a 20% risk weighting under theStandardised Approach.(c) exposures to institutions that qualify for a 20% risk weighting under theStandardised Approach.(c) exposures to institutions that qualify for a 20% risk weighting under theStandardised Approach.(c) exposures to institutions that qualify for a 20% risk weighting under theStandardised Approach.(c) exposures to the deparation of the 2000 regate Principal Amount Outstanding of all Covered Bonds then outstanding, and(e) euro denominated residential mortgage backed securities provided that the total exposure to such institutions shall not exceed 10% of the (euro equivalent of the) aggregatePrincipal Amount Outstanding of all Covered Bonds then outstanding, in each case being an exposure denominated in euro, provided that:(i) such exposures will have certain minimum long term and short termratings, as determined to be applicable or agreed by each relevant Rating Agency from time to time, being as at the February 2012 Update, at least: (a) insofar as Moody's is concerned: A or A-1 for exposures maturing over six months, (b) insofar as S&P is concerned: A or A-1 + and AAA for exposures maturing over one year and (c) insofar as Fitch is concerned: F1 for exposures maturing within thirty days to one year AA- or A-1+ and AAA for exposures maturing over one year (or such other
Substitution Assets Pledge	Decree on Prudential Rules Wft (Besluit prudentiële regels means any deed of pledge of Substitution Assets enteredinto between the CBC and the Trustee;
Supplemental Base Prospectus	means a supplement to the Base Prospectus pursuantto Article 16 of the Prospectus Directive;
Supplemental Liquidity Available Amount	means (i) prior to the service of a Notice toPay an amount equal to the Supplemental Liquidity Reserve Amount minus, if a Supplemental Liquidity Event has occurred which is continuing, an amount equal to the aggregate Current Balance of Selected Receivables sold or refinanced to fund or replenish the Supplemental Liquidity Reserve Ledger, unless otherwise proposed to the Rating Agencies and (ii) following the service of a Notice to Pay, an amount equal to theSupplemental Liquidity Reserve Amount;
Supplemental Liquidity Event	has the meaning ascribed thereto in the Asset MonitorAgreement;
Supplemental Liquidity Reserve Amount	means (i) prior to the service of a Notice toPay, an amount calculated on the basis of a method proposed to the Rating Agencies inconnection with the funding of the Supplemental Liquidity Reserve Ledger and (ii) followingthe service of a Notice to Pay, an amount equal to the Supplemental Liquidity Reserve Amount immediately prior to the service of such Notice to Pay minus an amount equal to the aggregate Current Balance of Selected Receivables sold or refinanced to fund orreplenish the Supplemental Liquidity Reserve Ledger;
Supplemental Liquidity Reserve Ledger	has the meaning ascribed thereto in theAdministration Agreement;
Swap Collateral Ledger	has the meaning ascribed thereto in the AdministrationAgreement;
Swap Interest Ledger	has the meaning ascribed thereto in the AdministrationAgreement;
Swap Principal Ledger	has the meaning ascribed thereto in the AdministrationAgreement;
Swap Providers	means the Total Return Swap Provider, the Structured SwapProvider(s) and the Interest Rate Swap Provider(s);



Definition / Calculation Term means each of the Total Return Swap Agreement, any Interest RateSwap Agreement and/or any Swap Agreements Structured Swap Agreement means, at any time, any asset (including, without limitation, cash and/orsecurities) which is paid or transferred by a Swap Provider to the CBC (or the Issuer on its behalf) if such Swap Provider does not have the required ratings to qualify as an Eligible Swap Provider, together with any income or distributions received in respect of such assetand any equivalent of such asset into which even the reacting the reaction of the successful of such asset into Swap Collateral which such asset is transformed; Swap Collateral Excluded Amounts means amounts standing to the credit of the SwapCollateral Ledger; means amounts standing to the credit of the SwapInterest Ledger; Swap Interest Excluded Amounts Swap Margin means seventy (70) basis points or such other margin as may be agreedby the CBC and the Total Return Swap Provider under the Total Return Swap from time to time, subject to Rating Agency Confirmation; Swap Principal Excluded Amounts means amounts standing to the credit of the SwapPrincipal Ledger; means the occurrence of an Event of Default or TerminationEvent (each as defined in each of Swap Provider Default the relevant Swap Agreements) where the relevantSwap Provider is the Defaulting Party or the sole Affected Party (each as defined in the relevant Swap Agreement); means the occurrence of any Additional TerminationEvent pursuant to Part 1(h)(iii) (First Rating Trigger Collateral) or (iv) (Second RatingTrigger Replacement) or Part 5(l) (Rating Events) of the Schedule forming part of the relevant Swap Agreement; Swap Provider Downgrade Event Swap Replacement Excluded Amounts means amounts standing to the credit of theSwap Replacement Ledger; has the meaning ascribed thereto in the AdministrationAgreement; Swap Replacement Ledger means the swap undertaking letter dated the ProgrammeDate between the Bank, the CB Trustee Swap Undertaking Letter and the CBC; Swaps means the Total Return Swap, the Structured Swaps and the Interest RateSwaps Talonholder means the holder of a Talon: means any bearer talons appertaining to the Covered Bonds of any Series or, asthe context may require, a specific number thereof and includes any replacement Talons issued pursuant to Condition 10 (Replacement of Covered Bonds, Coupons and Talons); Talons TARGET System means the Trans-European Automated Real-Time Gross SettlementExpress Transfer (known as TARGET2) System which was launched on 19 November2007 or any successor thereto; means a credit against any Tax or any relief or remission for Tax (or itsrepayment); Tax Credit means any deduction or withholding on account of Taxes; Tax Deduction Tax Jurisdiction has the meaning ascribed thereto in Condition 7 (Taxation); means all present and future taxes, levies, imposts, duties (other than stampduty), fees, deductions, withholdings or charges of any nature whatsoever and wheresoever imposed, including, without limitation, income tax, corporation tax, VAT or other tax in respect of added Taxes value and any franchise, transfer, sales, gross receipts, use, business, occupation, excise, personal property, real property or other tax imposed by any national, local or supranational taxing or fiscal authority or agency together with any penalties, fines or interest thereon and "Taxaccordingly Temporary Global Covered Bond means any Classic Temporary Global Covered Bondand/or any NGN Temporary Global Covered Bond; means any amounts due and payable by the CBC to third partiesthat are not provided for payment elsewhere in the relevant Priorities of Payments and incurred by the CBC in the Third Party Amounts ordinary course of its business; Time of Sale means, in relation to a Restricted Covered Bond, the time specified as suchin the relevant Subscription Agreement; Total Credit Commitment means an amount equal to the Euro Equivalent of theaggregate of the Principal Amount Outstanding of each Series of Covered Bonds as at thelssue Date of such Series of Covered Bonds (or such greater amount as may be agreed between the Issuer and the CBC from time to time); means a swap agreement in a form approved by the RatingAgencies and a total return swap transaction entered into between the Total Return SwapProvider, the CBC and the Trustee; Total Return Swap means a swap agreement in a form approved by theRating Agencies and a total return swap transaction entered into on the Programme Date between the Total Return Swap Provider, the Total Return Swap Agreement CBC and the Trustee: Total Return Swap Confirmation Amendment and Restatement Agreement meansan amendment and restatement agreement in relation to the total return swap confirmation Total Return Swap Provider means the Bank in its capacity as such; means all Covered Bonds of the same Series with the same Issue Date and Interest Commencement Date; Tranche Commencement (a) the Administration Agreement; (b) the Agency Agreement; (c) the AIC Account Agreement; (d) the Asset Monitor Agreement; (e) the Asset Monitor Appointment Agreement; (f) each Beneficiary Waiver Agreement; (g) each Deed of Assignment and Pledge; (h) each Deed of Re-Assignment and Release; (i) the Guarantee Support Agreement; (i) the Incorporated Terms Memorandum; (k) the Initial Servicing Agreement; (l) each Interest Rate Swap Agreement (as applicable in relation to the CoveredBonds of any Series); (m) each Management Agreement; (p) the Programme Agreement; (q) each Security Document; (r) each Structured Swap Agreement (as applicable in the case of an issue of CoveredBonds subscription Agreement; (x) the Total Return Swap Confirmation Amendment and Restatement Agreement; (w) the Total Return Swap Confirmation Amendment and Restatement Agreement; (w) the Total Agreement; (b) the Issuer-ICSD Agreement, and yagreements entrered into in connection therewith from time Transaction Documents the Issuer-ICSD Agreement, and any agreements entered into in connection therewith from time

to time;



Term	Definition / Calculation	
Transaction Parties	means some or all of them;	
Transaction Party	means any person who is a party to a Transaction Document and	
Transfer Agent	means in relation to the Registered Covered Bonds of any Series, TheBank of New York Mellon, New York Branch, whose principal place of business is at 101Barclay Street, Floor 21W, New York, New York 10286, USA, as United States in its capacity as transfer agent;	
Transfer Date	means the First Transfer Date or the date of transfer of any further EligibleAssets to the CBC in accordance with the Guarantee Support Agreement;	
Transferred Receivables	means any Eligible Receivables transferred to the CBCpursuant to the Guarantee Support Agreement, to the extent not (i) redeemed, (iii)retransferred, (iii) sold or refinanced pursuant to the Asset Monitor Agreement or (iv)otherwise disposed of, or agreed to be disposed of, by the CBC;	
Transferred Assets	means the Transferred Receivables, the Transferred Collateral and the Transferred Non-Dutch Assets;	
Transferred Collateral	means any Eligible Collateral transferred or purported to betransferred to the CBC pursuant to the Guarantee Support Agreement, to the extent not retransferred, sold or otherwise disposed, or agreed to be disposed, of by the CBC;	
Transferred Non-Dutch Assets	means any Non-Dutch Assets transferred or purported to be transferred to the CBC pursuant to the Guarantee Support Agreement, to the extent not retransferred, sold or otherwise disposed, or agreed to be disposed, of by the CBC;	
Trust Deed	means the Trust Deed entered into on the Programme Date between theIssuer, the CBC and the Trustee;	
Trustee	means Stichting Trustee ING Covered Bond Company, a foundation (stichting)established under the laws of The Netherlands, having its registered office at Telportboulevard 140, 1043 EJ Amsterdam, The Netherlands and registered with the Trade Register (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel) in Amsterdam, The Netherlands under number 34281572 or such other person for the timebeing acting as the trustee under the Trust Deed;	
Trustee's Director	means Orangefield Trust (Netherlands) B.V. and/or such otherperson(s) who may be appointed as director(s) (bestuurder) of the Trustee from time to time;	
UCITS Directive	means Directive 2009/65/EC on the coordination of laws, regulationsand administrative provisions to undertakings for collective investment in transferable securities (UCITS IV);	
Update 2009 Date	means 15 May 2009;	
US Paying Agent	means in relation to the Registered Covered Bonds of any Series, TheBank of New York Mellon, New York Branch, whose principal place of business is at 101Barclay Street, Floor 21W, New York, New York 10286, USA, as United States in its capacity as US paying agent;	
VAT	and "Value Added Tax" means value added tax as levied in accordance with theSixth Council Directive of 17 May 1977 on the harmonisation of the laws of Member States relating to turnover taxes (77/38/EEC) as implemented in the Member States of theEuropean Union under their respective value added tax legislation and legislationsupplemental thereto and (b) any other tax of a similar fiscal nature (including but notlimited to goods and services tax), whether imposed in a Member State of the EuropeanUnion in substitution for, or levied in addition to, such tax, or in any other jurisdiction;	
Voting Certificate	has the meaning ascribed to such term in the Trust Deed;	
VROM	has the meaning ascribed to such term in the definition of "Residential SubsidyRight	
WAFF	means Weighted Average Foreclosure Frequency;	
WALS	means Weighted Average Loss Severity;	
WEW	means Stichting Waarborgfonds Eigen Woningen;	
Wft	means the Netherlands Financial Markets Supervision Act (Wet op het financieeltoezicht) and its subordinate and implementing decrees and regulations;	
Written Resolution	means, in relation to any Series, a resolution in writing signed by oron behalf of all holders of Covered Bonds of such Series for the time being outstanding, whether contained in one document or several documents in like form, each signed by oron behalf of one or more such Covered Bondholders; and	
Written-Off Receivable	means any Receivable which has been written off by therelevant Originator as irrecoverable for accounting purposes in accordance with thatOriginator's general accounting practices;	
Zero Coupon Covered Bond	means a Covered Bond on which no interest is payable.	



Contact Information

ACCOUNT BANK	ING Bank N.V.	ARRANGER & DEALER	Barclays Bank
	Bijlmerplein 888		5 North Colonnade, The Canary Wharf
	1102 MG Amsterdam Zuidoost		E14 5AL London
	The Netherlands		United Kingdom
CO ARRANGER & DEALER	ING Bank N.V.	COMPANY ADMINISTRATOR	ING Bank N.V.
	Bijlmerplein 888		Bijlmerplein 888
	1102 MG Amsterdam Zuidoost		1102 MG Amsterdam Zuidoost
	The Netherlands		The Netherlands
	Ernst & Young Accountants LLP	INTEREST RATE SWAP PROVIDER	ING Bank N.V.
(ING & CBC)	Antonio Vivaldistraat 150		Bijlmerplein 888
	1083 HP Amsterdam		1102 MG Amsterdam Zuidoost
	The Netherlands		The Netherlands
ISSUER or ADMINISTRATOR	ING Bank N.V.	ISSUER-ACT trigger for savings deposits	ING Bank N.V.
	Bijlmerplein 888		Bijlmerplein 888
	1102 MG Amsterdam Zuidoost		1102 MG Amsterdam Zuidoost
	The Netherlands		The Netherlands
SSUER-Notification Event	ING Bank N.V.	ISSUER-Pledge of residual claims	ING Bank N.V.
	Bijlmerplein 888	·	Bijlmerplein 888
	1102 MG Amsterdam Zuidoost		1102 MG Amsterdam Zuidoost
	The Netherlands		The Netherlands
SSUER-Pre-maturity test trigger	ING Bank N.V.	ISSUER-Reserve fund build up trigger	ING Bank N.V.
	Bijlmerplein 888		Bijlmerplein 888
	1102 MG Amsterdam Zuidoost		1102 MG Amsterdam Zuidoost
	The Netherlands		The Netherlands
	Allen & Overy LLP	LEGAL ADVISERS (ARRANGERS &	Allen & Overy LLP
DEALERS)	30 route du Chêne	DEALERS)	Apollolaan 15
	1211 Geneva 17		1077 AB Amsterdam
	Switzerland		The Netherlands
	Allen & Overy LLP	LEGAL ADVISERS (ISSUER, CBC &	Linklaters LLP
DEALERS)	One New Change	INITIAL ORIGINATOR)	One Silk Street
	EC4M 9QQ London		EC2Y 8HQ London
	United Kingdom		United Kingdom
	Linklaters LLP	LISTING AGENT	ING Bank N.V.
INITIAL ORIGINATOR)	WTC Amsterdam, Zuidplein 10		Bijlmerplein 888
	1077 XV Amsterdam		1102 MG Amsterdam Zuidoost
	The Netherlands		The Netherlands
	The Netherlands	PAYING AGENT	The Netherlands
ORIGINATOR		PAYING AGENT	
ORIGINATOR	ING Bank N.V.	PAYING AGENT	ING Bank N.V.



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PRINCIPAL PAYING, TRANSFERT & EXCHANGE AGENT	The Bank of New York Mellon, London branch	RATING AGENCY	Fitch Ratings (CB)
	One Canada Square		30 North Colonnade, Canary Wharf
	E14 5AL London		E14 5GN London
	United Kingdom		United Kingdom
RATING AGENCY	Moody's (CB)	RATING AGENCY	Standard & Poor's (CB)
	One Canada Square, Canary Wharf		The Canary Wharf,20 Canada Square, Floor 11
	E14 5FA London		E14 5LH London
	United Kingdom		United Kingdom
REGISTERED & PRINCIPAL OF THE CBC	ING Covered Bond Company B.V.	REGISTERED & PRINCIPAL OFFICE OF THE ISSUER	ING Bank N.V.
	Frederik Roeskestraat 123 1HG		Bijlmerplein 888
	1076 EE Amsterdam		1102 MG Amsterdam Zuidoost
	The Netherlands		The Netherlands
REGISTERED & PRINCIPAL OFFICE OF THE TRUSTEE	Stichting Trustee ING Covered Bond Company	SERVICER	ING Bank N.V.
	Teleportboulevard 140		Bijlmerplein 888
	1043 EJ Amsterdam		1102 MG Amsterdam Zuidoost
	The Netherlands		The Netherlands
STRUCTURED SWAP PROVIDER	ING Bank N.V.	TOTAL RETURN SWAP PROVIDER	ING Bank N.V.
	Bijlmerplein 888		Bijlmerplein 888
	1102 MG Amsterdam Zuidoost		1102 MG Amsterdam Zuidoost
	The Netherlands		The Netherlands
U.S. PAYING, TRANSFERT & EXCHANGE AGENT	The Bank of New York Mellon		
	101 Barclay Street, Floor 21W		
	10286 New York		
	U.S.A.		