



(incorporated with limited liability under the laws of The Netherlands with its corporate seat in Amsterdam)

Securities Note

constituting part of the base prospectus consisting of separate documents in relation to the Issuer's

€45,000,000,000

Soft Bullet 2 Covered Bonds Programme guaranteed as to payments of interest and principal by ING SB2 Covered Bond Company B.V.

(incorporated with limited liability under the laws of The Netherlands with its corporate seat in Amsterdam)

Under this covered bonds programme (the "**Programme**"), ING Bank N.V. (the "**Issuer**" or the "**Bank**") may from time to time issue covered bonds with an extendable maturity date in global or definitive and in bearer or registered form (the "**Covered Bonds**") guaranteed as to payment of interest and principal by ING SB2 Covered Bond Company B.V. (the "**SB2 CBC**"), on terms specified in this securities note as supplemented from time to time (the "**Securities Note**") and as further specified in relation to the specific issue of Covered Bonds in the applicable final terms (the "**Final Terms**") which complete this Securities Note.

This Securities Note has been drawn up in accordance with Annexes 15, 21 and 28 of the Commission Delegated Regulation (EU) 2019/980. Together with the registration document of the Issuer dated 27 March 2020, as supplemented by the first supplement thereto dated 31 March 2020, the second supplement thereto dated 12 May 2020, the third supplement thereto dated 23 June 2020, the fourth supplement thereto dated 7 August 2020, the fifth supplement thereto dated 6 November 2020, the sixth supplement thereto dated 16 February 2021 and as further supplemented from time to time (the "**Registration Document**"), this Securities Note forms part of the Issuer's base prospectus consisting of separate documents within the meaning of Article 8(6) of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**") (the Registration Document together with this Securities Note, the "**Prospectus**").

The SB2 CBC has as an independent obligation irrevocably undertaken to pay interest and principal payable under the Covered Bonds to the Covered Bondholders pursuant to the Guarantee issued under the Trust Deed and has pledged and will pledge to the Trustee the Transferred Assets (all as defined herein) and certain other assets as security therefor. Recourse against the SB2 CBC under the Guarantee will be limited to the Transferred Assets and such other assets. Neither the Covered Bonds nor the Guarantee of the SB2 CBC will contain any provision that would oblige the Issuer or the SB2 CBC to gross up any amounts payable thereunder in the event of any withholding or deduction for or on account of taxes levied in any jurisdiction.

Subject as set out herein, the Covered Bonds will be subject to such minimum or maximum maturity as may be allowed or required from time to time by the relevant central bank (or regulatory authority) or any laws or regulations applicable to the Issuer or the Specified Currency, provided that the maximum maturity for any Tranche of Covered Bonds will be 45 years. The aggregate nominal amount of all Covered Bonds from time to time outstanding will not exceed €45,000,000,000.

The Covered Bonds will be issued on a continuing basis by the Issuer to purchasers thereof, which may include any dealers appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each a "**Dealer**" and together the "**Dealers**"). The Dealer or Dealers with whom the Issuer agrees or proposes to agree on the issue of any Covered Bonds is or are referred to as the "**relevant Dealer**" in respect of those Covered Bonds.

The minimum denomination of Covered Bonds offered by the Issuer will be (i) such denomination as may be allowed or required from time to time by the relevant central bank (or regulatory authority) or any laws or regulations applicable to the Specified Currency and (ii) in respect of Covered Bonds which will be offered to the public within a member state of the European Economic Area ("**EEA**") or in the United Kingdom ("**UK**") or for which the Issuer will seek their admission to trading on a regulated market situated or operating within such a member state or the UK, in each case in circumstances which would require the approval of a prospectus under the Prospectus Regulation (and also as it forms part of domestic UK law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**")), €100,000. Covered Bonds may be denominated in euro only.

This Securities Note was approved on 12 March 2021 by the Stichting Autoriteit Financiële Markten (the Authority for the Financial Markets) (the "**AFM**") as competent authority under the Prospectus Regulation. The AFM only approves this Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer nor of the SB2 CBC that is the subject of this Securities Note nor as an endorsement of the quality of any Covered Bonds (as defined below) that are the subject of this Securities Note. Investors should make their own assessment as to the suitability of investing in the Covered Bonds.

The Prospectus is valid for 12 months after the approval of this Securities Note by the AFM and shall expire on 12 March 2022, at the latest. The obligation by the Issuer to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

Application will be made on or prior to the first issue date of Covered Bonds for Covered Bonds to be issued by the Issuer under the Programme during the period of 12 months from the date of this Securities Note (such date, the "**Programme Date**") to be listed on Euronext Amsterdam, a regulated market of Euronext Amsterdam N.V. ("**Euronext Amsterdam**"). Covered Bonds issued by the Issuer may be listed on such other or further stock exchange or stock exchanges as may be determined by the Issuer, the SB2 CBC, the Trustee and the relevant Dealer (as the case may be), and may be offered to the public in other jurisdictions also. The Issuer may also issue unlisted and/or privately placed Covered Bonds. References in this Programme to Covered Bonds being "listed" (and all related references) shall mean that such Covered Bonds have been admitted to trading and have been listed on Euronext Amsterdam and/or such other or future stock exchange(s) which may be agreed and which are specified in the applicable final terms (the "Final Terms") in the form, or substantially in the form, set out herein.

The Issuer has a senior debt rating from S&P Global Ratings Europe ("**Standard & Poor's**" or "**S&P**") of 'A+'/'A-1' (outlook stable), from Moody's France S.A.S. ("**Moody's**") of 'Aa3'/'P-1' (outlook stable), and from Fitch Ratings Ireland Limited ("**Fitch**") of 'AA-'/'F1+' (rating watch negative). Standard & Poor's, Moody's and Fitch are established in the European Union and registered under the Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended from time to time (the "**CRA Regulation**").

The Covered Bonds are expected on issue to be assigned a rating from Moody's of 'Aaa', to the extent it is a Rating Agency (as defined below) at the time of the issue of the Covered Bonds. Other Tranches of Covered Bonds issued under the Programme may be rated or unrated. Where a Tranche of Covered Bonds is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not a rating in relation to any Tranche of Covered Bonds will be treated as having been issued in accordance with the CRA Regulation by a credit rating agency established in the European Union and registered under the CRA Regulation or by a credit rating agency outside the European Union of which the credit ratings assigned are endorsed by a credit rating agency established in the European Union and registered in accordance with the CRA Regulation will be disclosed in the relevant Final Terms. **A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.**

The Prospectus is to be read in conjunction with any supplement hereto, any Final Terms hereto, and with all documents which are deemed to be incorporated in it by reference in this Securities Note (see Section D.1 (*Documents incorporated by reference*) below) and/or in the Registration Document (see Section D.3 (*Documents available for inspection*)). The Prospectus shall be read and construed on the basis that such documents are incorporated into, and form part of, the Prospectus.

Investing in Covered Bonds issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer and the SB2 CBC to fulfil their respective obligations under the Covered Bonds are discussed in the section entitled "*Risk Factors*".

Arranger

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SECURITIES NOTE DATED 12 March 2021

Important Notices

Any Covered Bonds issued under the Programme are issued subject to the provisions set out herein.

The Prospectus comprises a base prospectus relating to non-equity securities for the purposes of Article 8(6) of the Prospectus Regulation. In respect of each individual Series Final Terms will be filed with the AFM.

The Issuer accepts responsibility for the information contained in this Securities Note and the SB2 CBC accepts responsibility for the information contained in this Securities Note in the Sections B.1 (*Overview*) under "*Guarantor*", 2.3 (*SB2 CBC*), 8 (*General Information*) under "*Authorisation*" (as far as it relates to authorisation by the SB2 CBC of the giving of the Guarantee), "*No significant or material adverse change*", "*Litigation*", "*Auditor of the SB2 CBC*" and under "*Limited action since incorporation of SB2 CBC*" below. To the best of the knowledge of the Issuer and the SB2 CBC the information contained in this Securities Note (in the case of the SB2 CBC, the sections relating to the SB2 CBC referred to above) is in accordance with the facts and makes no omission likely to affect its import.

The Prospectus is to be read in conjunction with any supplement hereto, any Final Terms hereto, and with all documents which are deemed to be incorporated in it by reference in this Securities Note (see Section D.1 (*Documents incorporated by reference*) below) and/or in the Registration Document (see Section D.3 (*Documents available for inspection*)). Such documents shall be incorporated in, and form part of the Prospectus, save that any statement contained in a document which is incorporated by reference therein shall be deemed to be modified or superseded for the purpose of the Prospectus to the extent that a later statement contained therein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall, except as so modified or superseded, not constitute a part of the Prospectus. Full information on the Issuer and any Tranches of Covered Bonds is only available on the basis of the combination of the Prospectus as a whole (comprising this Securities Note and the Registration Document) and the relevant Final Terms.

In relation to each separate issue of Covered Bonds, the issue price and the amount of such Covered Bonds will be determined before filing of the relevant Final Terms of each issue, based on then prevailing market conditions at the time of the issue of the Covered Bonds, and will be set out in the relevant Final Terms. The Final Terms will be provided to investors and filed with the competent authority for the purposes of the Prospectus Regulation when any public offer of Covered Bonds is made in the EEA as soon as practicable and if possible in advance of the beginning of the offer. Notice of the aggregate nominal amount of Covered Bonds, interest (if any) payable in respect of Covered Bonds, the issue price of Covered Bonds and any other terms and conditions not contained herein which are applicable to each Tranche of Covered Bonds will be set forth in the Final Terms for the particular issue.

The Covered Bonds issued under the Programme will include (i) fixed rate Covered Bonds ("**Fixed Rate Covered Bonds**"), and (ii) floating rate Covered Bonds ("**Floating Rate Covered Bonds**"). The Issuer, with the agreement of the SB2 CBC, the Trustee and the relevant Dealer, may decide to issue Covered Bonds in a form not contemplated by the various terms and conditions of the Covered Bonds herein. In any such case, or in any other relevant case, either a supplement to this Securities Note, if appropriate, will be made available which will describe the form of such Covered Bonds or such Covered Bonds will not be issued under this Securities Note.

To the fullest extent permitted by law, none of the Dealers or the Arranger (which terms, for the avoidance of doubt, exclude ING Bank N.V. in its capacity as Issuer) accept any responsibility for the contents of this Securities Note or for any other statement, made or purported to be made by the Arranger or a Dealer or on its behalf in connection with the Issuer, the SB2 CBC, the Trustee or the issue and offering of the Covered Bonds. The Arranger and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Securities Note or any such statement.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Securities Note or any other information supplied in connection with the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the SB2 CBC and the Trustee or any of the Dealers appointed by the Issuer.

Neither this Securities Note nor any other information supplied in connection with the Programme should be considered as a recommendation by the Issuer, the SB2 CBC and the Trustee or any of the Dealers or the Arranger that any recipient of this Securities Note or any other information supplied in connection with the Programme should purchase any Covered Bonds. Each investor contemplating purchasing any Covered Bonds shall be taken to have made its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the SB2 CBC. Neither this Securities Note nor any other information supplied in connection with the Programme or the issue of any Covered Bonds constitutes an offer or invitation by or on behalf of the Issuer, the SB2 CBC or the Trustee or any of the Dealers or the Arranger to any person to subscribe for or to purchase any Covered Bonds.

Neither the delivery of this Securities Note or any Final Terms nor the offering, sale or delivery of any Covered Bonds shall in any circumstances imply that the information contained in it concerning the Issuer, the SB2 CBC, the Bank in its capacity as initial originator (in such capacity, the "**Initial Originator**") or concerning any member of the ING Group other than the Initial Originator which at the option of the Issuer accedes to, amongst other things, the Programme Agreement as an Originator in accordance with the Programme Agreement (a "**New Originator**" and together with the Initial Originator, the "**Originators**" and each an "**Originator**") is correct at any time subsequent to the date hereof or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer or the SB2 CBC since the date thereof or, if later, the date upon which this Securities Note has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee do not undertake to review the financial condition or affairs of the Issuer, the SB2 CBC and the Originators during the life of the Programme. Investors should carefully review and evaluate, *inter alia*, the most recent financial statements of the Issuer when deciding whether or not to purchase any Covered Bonds. Neither the Issuer nor the SB2 CBC has any obligation to update this Securities Note, except when required by and in accordance with the Prospectus Regulation.

None of the Issuer, the SB2 CBC, the Arranger or any Dealer represents that this Securities Note or any Final Terms may be lawfully distributed, or that Covered Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the SB2 CBC, the Arranger or any Dealer under the Programme which would permit a public offering of the Covered Bonds or distribution of this Securities Note or any Final Terms in any jurisdiction where action for that purpose is required, other than (if so indicated in the relevant Final Terms), with respect to the Issuer in certain Member States of the EEA or the UK, provided that the minimum denomination of Covered Bonds offered by the Issuer will be (i) such denomination as may be allowed or required from time to time by the relevant central bank (or regulatory authority) or any laws or regulations applicable to the relevant Specified Currency and (ii) in respect of Covered Bonds which will be offered to the public within a member state of the EEA or the UK or for which the Issuer will seek their admission to trading on a regulated market situated or operating within such a member state or the UK, in each case in circumstances which would require the approval of a prospectus under the Prospectus Regulation (and also as it forms part of domestic UK law by virtue of the EUWA), €100,000. Accordingly, the Covered Bonds may not be offered or sold, directly or indirectly, and neither this Securities Note nor any Final Terms nor any advertisement or other offering material may be distributed or published in any jurisdiction where such offer, sale, distribution and/or publication would be prohibited and each Dealer will be required to represent that all offers and sales by it of Covered Bonds will be made on these terms.

THE COVERED BONDS MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS – Each potential investor in the Covered Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Covered Bonds, the merits and risks of investing in the Covered Bonds and the information contained or incorporated by reference in this Securities Note, any applicable supplement or Final Terms;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Covered Bonds and the impact the Covered Bonds will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Covered Bonds, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Covered Bonds and be familiar with the behaviour of any relevant assets and/or financial markets; and

- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Covered Bonds are generally complex financial instruments. A potential investor should not invest in Covered Bonds unless it has the expertise (either alone or with a financial adviser) to evaluate how the Covered Bonds will perform under changing conditions, the resulting effects on the value of the Covered Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

The Covered Bonds which may be issued under the Programme, are sophisticated instruments, can involve a high degree of risk and are intended for sale only to those investors capable of understanding the risk entailed in such instruments. Prospective purchasers of the Covered Bonds should ensure that they understand the nature of the Covered Bonds and the extent of their exposure to risk and that they understand the nature of the Covered Bonds as an investment in the light of their own circumstances and financial condition. Prospective purchasers of the Covered Bonds should conduct their own investigations and, in deciding whether or not to purchase Covered Bonds, should form their own views of the merits of an investment related to the Covered Bonds based upon such investigations and not in reliance upon any information given in this Securities Note and the applicable Final Terms. If in doubt potential investors are strongly recommended to consult with their independent financial advisers before making any investment decision.

Forecasts and estimates in this Securities Note are forward-looking statements. Such projections are speculative in nature and it can be expected that some or all of the assumptions underlying the projections will not prove to be correct or will vary from actual results. Consequently, the actual result might differ from the projections and such differences might be significant.

Offer Restrictions

The distribution of the Prospectus and any Final Terms and the offer or sale of Covered Bonds may be restricted by law in certain jurisdictions. Persons into whose possession the Prospectus, any Final Terms or any Covered Bonds come must inform themselves about, and observe, any such restrictions on the distribution of this Securities Note and any Final Terms and the offering and sale of Covered Bonds. In particular, there are selling restrictions in relation to the United States, the United Kingdom, Italy, The Netherlands, Japan and France and such other restrictions as may apply. See Section 1.5 (*Subscription and Sale*) below.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Covered Bonds will include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"), (ii) a customer within the meaning of Directive 2016/97/EU, (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II, or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). Consequently no Key Information Document required by Regulation (EU) No. 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Covered Bonds may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation 2017/565/EU as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA. Consequently no key information

document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

The Prospectus has been prepared on the basis that any offer of Covered Bonds in any Member State of the European Economic Area and the United Kingdom (each, a "**Relevant State**") will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Covered Bonds. Accordingly any person making or intending to make an offer in that Relevant State of Covered Bonds which are the subject of an offering contemplated in the Prospectus as completed by Final Terms in relation to the offer of those Covered Bonds may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Covered Bonds in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

Stabilisation

In connection with the issue of any Tranche of Covered Bonds, the Issuer or the Dealer(s) (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may, subject to and in accordance with applicable rules and regulations, over-allot Covered Bonds or effect transactions with a view to supporting the market price of the Covered Bonds of the Series of which such Tranche forms part at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Covered Bonds is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Covered Bonds and 60 days after the date of the allotment of the relevant Tranche of Covered Bonds (or such other periods as allowed under applicable rules and regulations from time to time). Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules. Any loss resulting from over-allotment and stabilisation shall be borne, and any net profit arising therefrom shall be retained, by the relevant Stabilising Manager for its own account.

General

Benchmarks Regulation – Amounts payable under the Covered Bonds may be calculated by reference to the Euro Interbank Offered Rate ("**EURIBOR**") which is provided by the European Money Markets Institute ("**EMMI**") or any other benchmark, in each case as specified in the applicable Final Terms.

As at the date of this Securities Note, EMMI appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) (the "**Benchmarks Regulation**").

If a benchmark (other than EURIBOR) is specified in the applicable Final Terms, the applicable Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation.

The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Securities Note or any applicable Final Terms to reflect any change in the registration status of the administrator.

All references in this document to "**EUR**", "**euro**" and "**€**" refer to the lawful currency introduced at the start of the third stage of European economic and monetary union, pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union.

In the Prospectus and any document incorporated herein by reference, references to websites or uniform resource locators ("**URLs**") are deemed inactive textual references and are included for information purposes only. The contents of any such website or URL shall not form part of, or be deemed to be incorporated into, the Prospectus.

Any website referred to in this document does not form part of this Securities Note and has not been scrutinised or approved by the AFM.

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A. KEY FEATURES OF THE PROGRAMME

The following description of the key features of the Programme does not purport to be complete and is taken from, and is qualified in all respects by, the remainder of this Securities Note and the Registration Document (See Section D.3 (Documents available for inspection) and the information incorporated by reference herein (see Section D.1 Documents incorporated by reference below) and, in relation to the terms and conditions of any particular Tranche of Covered Bonds, the applicable Final Terms and in relation to the terms and conditions of any particular Transaction Document, the applicable Transaction Document.

The following description of key features of the Programme is not a summary within the meaning of Article 7 of the Prospectus Regulation.

Any decision to invest in the Covered Bonds should be based on a consideration of this Securities Note and the Registration Document as a whole, including any amendment and supplement hereto and the documents incorporated herein by reference.

Words and expressions defined elsewhere in this Securities Note shall have the same meaning in this description. An index of certain defined terms is contained at the end of this Securities Note.

A.1	Overview	
	Issuer	ING Bank N.V.
	Legal Entity Identifier (LEI) Number of the Issuer	The Legal Entity Identifier (LEI) of the Issuer is 3TK20IVIUJ8J3ZU0QE75.
	Website of the Issuer	www.ing.com
	Guarantor	ING SB2 Covered Bond Company B.V.
		The SB2 CBC has as an independent obligation irrevocably undertaken to pay interest and principal payable under the Covered Bonds and has pledged and will pledge to the Trustee the Transferred Assets and certain other assets as security therefor. Recourse against SB2 CBC under its guarantee in this respect will be limited to the Transferred Assets and such other assets. SB2 CBC's obligations in respect of this guarantee are contained in the Guarantee issued pursuant to the Trust Deed.
	Risk Factors	There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Covered Bonds. These include the fact that the Issuer's results can be adversely affected by (i) general economic and other business conditions, (ii) competition, (iii) regulatory change and (iv) standard banking risks including changes in interest and foreign exchange rates and operational, credit, market, liquidity and legal risk. See the risk factors in the Registration Document (see Section D.3 (Documents available for inspection) below).
		There are certain factors that may affect the SB2 CBC's ability to fulfil its obligations under the Guarantee. Furthermore, there are certain factors which are material for the purpose of assessing the market risks and other risks associated with the Covered Bonds issued under the Programme. The following risk factors

		<p>are set out in Section A (<i>Risk Factors</i>) below presented in the following (sub-)categories:</p> <ol style="list-style-type: none"> 1. Risk Factors Regarding the Covered Bonds <ol style="list-style-type: none"> <i>A. Risks related to the Nature, Structure and Issuance of the Covered Bonds</i> <i>B. Risks related to Interest Payments</i> <i>C. Risks related to Counterparties and Third Parties</i> <i>D. Risks related to the Admission of the Covered Bonds to Trading on a Regulated Market</i> <i>E. Legal and Regulatory Risks Regarding the Covered Bonds</i> <i>F. Tax risks</i> 2. Risk Factors Regarding the Guarantor and the Guarantee 3. Risk Factors Regarding Asset Monitoring and Servicing 4. Risk Factors Regarding the Swaps <ol style="list-style-type: none"> <i>A. Risks related to Swap Agreements</i> <i>B. Regulatory risks regarding to the Swaps</i> 5. Risk Factors Regarding The Transferred Receivables, Set-Off And Security Rights <ol style="list-style-type: none"> <i>A. Risks related to the Transferred Receivables and Related Security</i> <i>B. Set-off risks and other defences that may affect the proceeds under the Transferred Receivables</i> <i>C. Risk related to Security Rights</i>
	Programme Description	Under its €45,000,000,000 Soft Bullet Covered Bonds Programme, the Issuer may from time to time issue Covered Bonds guaranteed by the SB2 CBC. The Covered Bonds may or may not be listed on a stock exchange.
		The applicable terms of any Covered Bonds will be determined by the Issuer and, with respect to issues of Covered Bonds for which one or more Dealers are appointed, the relevant Dealer(s) prior to the issue of the Covered Bonds. Such terms will be set out in the terms and conditions of the Covered Bonds (the " Conditions ") endorsed on, or incorporated by reference into, the Covered Bonds or Registered Covered Bonds Deed, as the case may be, as modified and supplemented by the applicable Final Terms attached to, or endorsed on, or applicable to Covered Bonds.
	Programme Date	12 March 2021
	Programme Size	Up to €45,000,000,000 of Covered Bonds outstanding at any time. The Issuer and the SB2 CBC may increase or decrease the amount of the Programme in accordance with the terms of the Programme Agreement and the other relevant Transaction Documents.
	Arranger	ING Bank N.V.
	Dealers	On the Programme Date, ING Bank N.V. (in various capacities) and, among others, the SB2 CBC has signed or will sign a Programme Agreement (as defined in Section 1.5 (<i>Subscription</i>

		<i>and Sale</i>) below). ING Bank N.V. is a Dealer under the Programme.
		One or more other Dealers may be appointed under the Programme in the future. The Issuer may also issue Covered Bonds directly to purchasers thereof.
	Distribution	Covered Bonds issued by the Issuer may be distributed by way of private or public placement, provided that the minimum denomination of Covered Bonds will be as set out under " <i>Denominations</i> " in the next paragraph. Covered Bonds may be issued directly by the Issuer or through one or more Dealers on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the applicable Final Terms.
	Denominations	Covered Bonds will be issued in such denominations as may be determined by the Issuer and the relevant Dealer (if any) and as specified in the applicable Final Terms, save that the minimum denomination of Covered Bonds will be (i) such denomination as may be allowed or required from time to time by the relevant central bank (or regulatory authority) or any laws or regulations applicable to the Specified Currency and (ii) in respect of Covered Bonds which will be offered to the public within a member state of the EEA or the UK or for which the Issuer will seek their admission to trading on a regulated market situated or operating within such a member state or the UK, in each case in circumstances which would require the approval of a prospectus under the Prospectus Regulation (and also as it forms part of domestic UK law by virtue of the EUWA), €100,000.
	Specified Currency	Subject to any applicable legal or regulatory restrictions, euro.
	Maturities	Such maturities as may be determined by the Issuer and the relevant Dealer (if any), subject to such minimum or maximum maturity as may be allowed or required from time to time by the relevant central bank (or regulatory authority) or any laws or regulations applicable to the Issuer or the relevant Specified Currency, provided that the maximum maturity for any Tranche of Covered Bonds will be 45 years.
	Amortisation	All Covered Bonds from time to time issued under the Programme will have soft bullet maturities (allowing payment by the SB2 CBC of Guaranteed Final Redemption Amounts to be extended to the relevant Extended Due for Payment Date).
	Interest Payment Dates	Interest shall be payable on the Covered Bonds of each Series on the Interest Payment Dates agreed by the Issuer and the relevant Dealers up to the Final Maturity Date or Extended Due for Payment Date (if applicable), as specified in and subject to the applicable Final Terms. The Issuer and the relevant Dealer(s) may agree that interest shall be payable monthly, bi-monthly, quarterly, semi-annually, annually or upon redemption of the relevant Covered Bonds, unless provided for otherwise in the applicable Final Terms.

	Issue Price	Covered Bonds may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
	Form of Covered Bonds	The Covered Bonds will be issued in bearer or registered form. Registered Covered Bonds will not be exchangeable for Bearer Covered Bonds. If the TEFRA D Rules (as defined in " <i>Form of the Covered Bonds</i> ") are specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Covered Bond or receipt of any payment of interest relating to a Temporary Global Covered Bond. The forms of the Covered Bonds are described in further detail in " <i>Form of the Covered Bonds</i> " below.
	Initial Delivery of Covered Bonds	On or before the issue date for each Tranche of Bearer Covered Bonds (as defined in the Conditions) by the Issuer, if the relevant global Covered Bond is intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations, the global Covered Bond will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche of Bearer Covered Bonds, if the relevant global Covered Bond is not intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations, the global Covered Bond may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg, Euroclear Netherlands, or may also be deposited with or any other clearing system or common depositary therefor or may be delivered outside any clearing system. Registered Covered Bonds that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems. Registered Covered Bonds will be issued to each holder (unless otherwise specified in the applicable Final Terms) pursuant to a Registered Covered Bonds Deed.
	Fixed Rate Covered Bonds	Fixed interest will be payable on such date or dates as may be determined by the Issuer and the relevant Dealer (if any) and on redemption, and will be calculated on the basis of such Day Count Fraction as may be determined by the Issuer and the relevant Dealer (if any) (as indicated in the applicable Final Terms).
	Floating Rate Covered Bonds	Floating Rate Covered Bonds will, up to the Final Maturity Date (or, if earlier, the date of the service of a Breach of Amortisation Test Notice), bear interest either at a rate determined:
		(i) on the same basis as the floating rate under a notional interest-rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Covered Bonds of the relevant Series); or

		(ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
		(iii) on such other basis as may be determined by the Issuer and the relevant Dealer (if any).
		The margin (if any) relating to such floating rate will be determined by the Issuer and the relevant Dealer (if any) for each Series of Floating Rate Covered Bonds.
		If after the Final Maturity Date such Floating Rate Covered Bonds are not fully redeemed or if a Breach of Amortisation Test Notice has been served, the Floating Rate Covered Bonds will continue to bear interest at a floating or a fixed rate up to the Extended Due for Payment Date as set forth in the applicable Final Terms.
	Other provisions in relation to interest-bearing Covered Bonds	<p>Covered Bonds may have a maximum interest rate, a minimum interest rate or both. Interest on Covered Bonds in respect of each Interest Period, as determined prior to issue by the Issuer and the relevant Dealer (if any), will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be determined by the Issuer and the relevant Dealer (if any).</p> <p>In addition, the rate of interest payable in respect of the Covered Bonds shall never be less than zero. If the method for determining a rate of interest applicable to the Covered Bonds would result in a negative figure, the applicable rate of interest will be deemed to be zero.</p>
	Benchmark discontinuation	On the occurrence of a Benchmark Event the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) may(subject to certain conditions and following consultation with an Independent Adviser (as defined in "Terms and Conditions of the Covered Bonds")) determine a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, if any, and any Benchmark Amendments in accordance with Condition 4(b)(viii).
	Redemption of Covered Bonds	The applicable Final Terms will indicate either (a) that the relevant Covered Bonds cannot be redeemed prior to their stated maturity (other than following specified events or for taxation reasons or following an Issuer Event of Default or a SB2 CBC Event of Default) or (b) that such Covered Bonds will be redeemable at the option of the Issuer upon giving notice to the Covered Bondholders, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms). See Condition 6.
	No Tax Gross-up	The Covered Bonds issued by the Issuer will not contain any provision that would oblige the Issuer or the SB2 CBC to gross-up any amounts payable in respect of interest or principal in the event of any withholding or deduction for or on account of taxes levied in any jurisdiction. The Issuer may also elect to redeem Covered Bonds if it would be required, on the occasion

		of the next payment due in respect of the Covered Bonds, to withhold or account for tax in respect of the Covered Bonds.
	Cross Default	None of the Covered Bonds will accelerate automatically on an Issuer Event of Default or a SB2 CBC Event of Default. All Covered Bonds will accelerate following a failure to pay (subject to applicable grace periods) by the Issuer or the SB2 CBC relating to a particular Series (or any other Issuer Event of Default or SB2 CBC Event of Default) if (a) the Trustee exercises its discretion to accelerate or (b) the Trustee is instructed to accelerate by a Programme Resolution.
	Status of the Covered Bonds	The Covered Bonds issued from time to time in accordance with the Programme will constitute unsecured and unsubordinated obligations of the Issuer, guaranteed by the Guarantee (see Condition 3), and will rank <i>pari passu</i> without any preference among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer, save for any obligations preferred by a mandatory operation of applicable law.
	Taxation	This Securities Note includes general summaries of certain Dutch tax considerations relating to an investment in the Covered Bonds. Such summaries may not apply to a particular Covered Bondholder or to a particular issue and do not cover all possible tax considerations. In addition, the tax treatment may change before the maturity, exercise or termination date of Covered Bonds. Any potential investor should consult its own independent tax adviser for more information about the tax consequences of acquiring, owning and disposing of Covered Bonds in its particular circumstances.
	Selling and Transfer Restrictions	There are selling and transfer restrictions in relation to issues of Covered Bonds as described in Section 1.5 (<i>Subscription and Sale</i>) below. Further restrictions may be specified in the applicable Final Terms.
	Ratings	As at the Programme Date, the Issuer has a senior debt rating from Standard & Poor's of A+/A-1 (outlook stable), from Moody's of 'Aa3'/P-1' (outlook stable) and from Fitch of 'AA-/F1+' (rating watch negative). The Covered Bonds are expected to be assigned a rating from Moody's of 'Aaa', to the extent it is a Rating Agency at the time of the issue of the Covered Bonds. Other Tranches of Covered Bonds issued under the Programme may be rated or unrated. Where a Tranche of Covered Bonds is rated, such rating will be specified in the relevant Final Terms. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
	Listing	Application will be made on or prior to the first issue date of Covered Bonds for Covered Bonds to be issued by the Issuer under the Programme during the period of 12 months from the Programme Date to be listed on Euronext Amsterdam, a regulated market of Euronext Amsterdam. The Covered Bonds may also be listed or admitted to trading on such other or further

		stock exchange or stock exchanges as may be determined by the Issuer, the SB2 CBC, the Trustee and the relevant Dealer.
		Unlisted Covered Bonds may also be issued by the Issuer.
		The Final Terms relating to each issue of Covered Bonds will state whether or not the Covered Bonds are to be listed or admitted to trading, as the case may be and, if so, on which exchange(s) and/or market(s).
	Clearing	Euroclear and/or Clearstream, Luxembourg and/or Euroclear Netherlands and/or any other agreed clearing system.
	Governing Law	Unless provided otherwise in the applicable Final Terms, the Covered Bonds will be governed by, and construed in accordance with the laws of, The Netherlands.
A.2	Asset Backed Guarantee	
	Guarantee, Security, SB2 CBC	Pursuant to the Guarantee issued under the Trust Deed, the SB2 CBC has as an independent obligation irrevocably undertaken to pay scheduled interest and principal payable under the Covered Bonds. The obligations of the SB2 CBC under the Guarantee will constitute unsubordinated and unguaranteed obligations of the SB2 CBC, secured (indirectly, through a parallel debt) by a pledge of the SB2 CBC's Secured Property to the Trustee. Recourse under the Guarantee will be limited to the Secured Property from time to time. Payments made by the SB2 CBC under the Guarantee will be made subject to, and in accordance with, the Post-Notice-to-Pay Priority of Payments or the Post-SB2 CBC-Acceleration-Notice Priority of Payments, as applicable.
	Extendable obligations under the Guarantee	In respect of each Series of Covered Bonds, if the SB2 CBC is obliged under the Guarantee to pay a Guaranteed Final Redemption Amount, then:
		(a) the obligation of the SB2 CBC to pay such Guaranteed Final Redemption Amount in respect of such Series shall be deferred to, and shall under the Guarantee be due on, the Extended Due for Payment Date, unless on the Extension Date or any subsequent Interest Payment Date which applies pursuant to paragraph (b) below and which falls prior to the Extended Due for Payment Date, any moneys are available to the SB2 CBC after the SB2 CBC shall under the relevant Priority of Payments have paid or provided for (1) all higher and <i>pari passu</i> ranking amounts and/or (2) all Guaranteed Final Redemption Amounts pertaining to any Series with an Extended Due for Payment Date falling prior to the SB2 CBC Payment Period in which the Extended Due for Payment Date for the relevant Series falls, in which case the SB2 CBC shall (i) give notice thereof to the holders of the relevant Covered Bonds (in accordance with Condition 13), the Rating Agencies, the Trustee, the Principal Paying Agent and the Registrar (in the case of Registered Covered Bonds) as soon as reasonably

		practicable and in any event at least two Business Days prior to the Extension Date and/or such Interest Payment Date, respectively, and (ii) apply such remaining available moneys in payment, in whole or in part, of such Guaranteed Final Redemption Amount, if applicable <i>pro rata</i> with any Guaranteed Final Redemption Amount pertaining to a Series with an Extended Due for Payment Date falling in the same SB2 CBC Payment Period in which the Extended Due for Payment Date for the relevant Series falls (and to the extent such Guaranteed Final Redemption Amount shall for the purpose of the relevant Priority of Payments and all other purposes be due) on the Extension Date and/or such Interest Payment Date, respectively; and
		(b) the SB2 CBC shall under the Guarantee owe interest over the unpaid portion of such Guaranteed Final Redemption Amount, which shall accrue and be payable on the basis set out in the applicable Final Terms or, if not set out therein, Condition 4 (<i>Interest</i>), provided that for this purpose all references in Condition 4 (<i>Interest</i>) to the Final Maturity Date of such Series are deemed to be references to the Extended Due for Payment Date, <i>mutatis mutandis</i> , all without prejudice to the SB2 CBC's obligation to pay any other Guaranteed Amount (i.e. other than the Guaranteed Final Redemption Amount) when Due for Payment.
		Principal Transaction Documents: Trust Deed, Master Receivables Pledge Agreement, Accounts Pledge and SB2 CBC Rights Pledge.
A.3	Guarantee Support	
	Transfers, Retransfers, Eligible Assets, Originators	As consideration for the SB2 CBC assuming the Guarantee, and so as to enable the SB2 CBC to meet its obligations under the Guarantee, the Initial Originator will transfer Eligible Assets to the SB2 CBC in accordance with the Guarantee Support Agreement. At the option of the Issuer, subject always to Rating Agency Confirmation, New Originators may accede to the Guarantee Support Agreement. The Originators are obliged, and the SB2 CBC will use reasonable endeavours, to ensure, among other things, that the Asset Cover Test is satisfied on each Calculation Date.
		Principal Transaction Document: Guarantee Support Agreement.
A.4	Asset Monitoring	
	Tests, Sale of Selected Receivables, Asset Monitor	Up to two different types of tests will be carried out so as to monitor the SB2 CBC's assets from time to time. The Asset Cover Test is intended to ensure that the ratio of the Transferred Assets to the Covered Bonds is maintained at a certain level. A Breach of the Asset Cover Test will entitle the Trustee to serve a Notice to Pay on the SB2 CBC. The Amortisation Test is only carried out following service of a Notice to Pay, and is as with

		<p>the Asset Cover Test intended to ensure that the ratio of the Transferred Assets to the Covered Bonds is maintained at a certain level. A Breach of the Amortisation Test will entitle the Trustee to serve a SB2 CBC Acceleration Notice.</p> <p>In addition, under the CB Legislation the Issuer will be required to ensure that (i) a statutory minimum level of overcollateralisation of eligible cover assets is maintained, (ii) the value of the Transferred Assets is at all times at least equal to the Principal Amount Outstanding of the Covered Bonds and (iii) at all times sufficient liquidity is maintained or generated by the SB2 CBC to cover for the following 6 month-period interest payments on the Covered Bonds and certain higher and <i>pari passu</i> ranking payments, in each case as calculated and determined in accordance with the CB Legislation.</p> <p>The Asset Cover Test or the Amortisation Test, as applicable, the Mandatory Asset Quantity Test and the Mandatory Liquidity Fund (as the case may be) are, amongst other things, used to comply with such statutory overcollateralisation, minimum value and liquidity requirements under the CB Legislation.</p>
		Principal Transaction Documents: Asset Monitor Agreement and Administration Agreement.
A.5	Servicing and Custody	
	Servicing, Servicers, Custody	<p>The Initial Servicer has entered into the Initial Servicing Agreement with the SB2 CBC and the Trustee, pursuant to which it provides administrative services in respect of the Portfolio. The Initial Servicer also services any New Receivables, unless it is agreed between the SB2 CBC, the Trustee and the Initial Servicer that the Originator transferring such New Receivables (or an eligible third party servicer) shall act as Servicer in relation to such New Receivables. The Initial Servicer is, and each New Servicer will be, permitted to sub-contract its servicing role to a third party servicer subject to any applicable conditions in the relevant Servicing Agreement. If Substitution Assets are transferred to the SB2 CBC, the SB2 CBC will appoint a custodian to provide custody services in relation to such Substitution Assets.</p>
		Principal Transaction Document: Initial Servicing Agreement.
A.6	Swaps	
	Total Return Swaps and Interest Rate Swaps	<p>There may be mismatches possible in the rates of interest payable on the Transferred Receivables (which may, for instance, include variable rates of interest, discounted rates of interest, fixed rates of interest or rates of interest which track a base rate) or the rates of interest or revenue payable on the other Transferred Assets, the Authorised Investments, the Substitution Assets and the balance of the AIC Account and the rate of interest payable under the Covered Bonds. In order to address these mismatches, the SB2 CBC may, but is not required to, enter into hedging</p>

		arrangements which may be in the form of or Total Return Swaps or Interest Rate Swaps.
		<p>The SB2 CBC may, to a certain extent, hedge the interest received on the Transferred Assets, the Authorised Investments, the Substitution Assets and the balance of the AIC Account to a floating rate for a fixed period as determined by the Issuer from time to time, being as at the Programme Date, EURIBOR for one month deposits (the "Agreed Base Reference Rate") under one or more Total Return Swaps or elect to implement an alternative hedging methodology provided that Rating Agency Confirmation has been obtained for such alternative hedging methodology.</p> <p>The SB2 CBC is not required to enter into any Total Return Swap or to implement any alternative hedging methodology.</p> <p>Interest Rate Swaps may be entered into to hedge the risk (and provided that there is such a risk) of any possible mismatch between the Agreed Base Reference Rate and the rate of interest payable under any Series.</p> <p>The SB2 CBC is not required to enter into any Interest Rate Swap.</p>
		Principal Transaction Documents: Swap Agreement(s).
A.7	Cashflows	
	Ledgers, Priority of Payments, SB2 CBC Accounts	For as long as no Notification Event has occurred and no Notice to Pay or SB2 CBC Acceleration Notice has been served on the SB2 CBC, no cashflows will run through the SB2 CBC. In those circumstances the Originators will be entitled to receive and retain the proceeds from the Transferred Assets for their own benefit. In addition, the Issuer will, as consideration for the SB2 CBC assuming the Guarantee, pay all costs and expenses of the SB2 CBC and make and receive all payments to be made or received by the SB2 CBC under any Swap Agreement (except that any collateral to be provided by a Swap Provider following its downgrade will be delivered to the SB2 CBC irrespective of whether any Notification Event has occurred or any Notice to Pay or SB2 CBC Acceleration Notice has been served at such time). Upon the earlier to occur of a Notification Event and service of a Notice to Pay or SB2 CBC Acceleration Notice on the SB2 CBC, cashflows will run through the SB2 CBC and will be applied in accordance with the relevant Priority of Payments.
		Principal Transaction Documents: Trust Deed, Guarantee Support Agreement, Administration Agreement and AIC Account Agreement.
A.8	General Information	
	General Information	Copies of the principal Transaction Documents and various other documents are available free of charge during usual business

		hours on any weekday (public holidays excepted) from the Issuer and from the specified office of the Paying Agents.
A.9	Dutch Covered Bond Legislation	
	Regulated Covered Bonds	On the Programme Date, the Issuer and the Covered Bonds are admitted to the register maintained by DNB in respect of regulated covered bonds (the " DNB-register "). On the Programme Date, the Covered Bonds comply with Article 52(4) UCITS.
	Compliance with Article 129 CRR	On the Programme Date, the Covered Bonds are in the DNB-register registered as being compliant with Article 129 CRR.
	Hard Bullet Maturities:	No.
	Extendable Maturities	Yes, as specified in the applicable Final Terms.
	Extendable Due for Payment Date in respect of each Series	The date falling twelve (12) calendar months after the Final Maturity Date of the relevant Series, as specified in the applicable Final Terms.
	Primary Cover Assets	For the purpose of the CB Legislation, the primary cover assets (<i>primaire dekkingsactiva</i>) under the Programme solely comprise loans backed by residential real estate as referred to in Article 129 CRR, paragraph 1(d)(i).
	Residence of Debtors of Transferred Receivables	The Netherlands.
	Governing Law of Transferred Receivables	Dutch law.
	Location of Mortgaged Properties	The Netherlands.

B. RISK FACTORS

Prospective Covered Bondholders, which are the subject of the Prospectus and the relevant Final Terms, should consider the following risk factors, which are specific to the Covered Bonds and may affect its ability to fulfil its obligations under Covered Bonds issued under the Programme and/or the SB2 CBC's ability to fulfil its obligations under the Guarantee and are material for the purpose of assessing the market risks associated with Covered Bonds issued under the Programme. The following risk factors are material for making an informed investment decision and should make such decision only on the basis of the Prospectus as whole (comprising this Securities Note and the Registration Document), including the relevant Final Terms.

Prospective investors should also read the detailed information set out elsewhere in the Prospectus and should consult with their own professional advisers (including their financial, accounting, legal and tax advisers) and reach their own views prior to making any investment decision.

The Prospectus is not, and does not purport to be, investment advice or an investment recommendation to purchase the Covered Bonds. The Issuer, including its branches and any group company, and the SB2 CBC, are acting solely in the capacity of an arm's length contractual counterparty and not as a purchaser's financial adviser or fiduciary in any transaction, unless the Issuer has agreed to do so in writing. If a prospective investor does not have experience in financial, business and investment matters sufficient to permit it to make such a determination, the investor should consult with its financial adviser prior to deciding to make an investment on the suitability of the Covered Bonds. Investors risk losing their entire investment or part of it.

Each prospective investor in the Covered Bonds must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Covered Bonds (i) is fully consistent with its (or if it is acquiring the Covered Bonds in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with any investment policies, guidelines and restrictions applicable to it (whether acquiring the Covered Bonds as principal or in a fiduciary capacity) and (iii) is a fit, proper and suitable investment for it (or, if it is acquiring the Covered Bonds in a fiduciary capacity, for the beneficiary). In particular, investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should therefore consult its legal advisers to determine whether and to what extent (i) the Covered Bonds are legal investments for it, (ii) the Covered Bonds can be used as underlying securities for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Covered Bonds.

Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Covered Bonds under any applicable risk-based capital or similar rules.

Although the most material risk factors have been presented first within each category, the order in which the remaining risk factors are presented is not necessarily an indication of the likelihood of the risks actually materialising, of the potential significance of the risks or of the scope of any potential negative impact to the Issuer's business, financial condition, results of operations and prospects. The Issuer may face a number of these risks described below simultaneously and some risks described below may be interdependent. While the risk factors below have been divided into categories, some risk factors could belong in more than one category and prospective investors should carefully consider all of the risk factors set out in this section.

Each prospective investor in Covered Bonds should refer to the section headed "Risk Factors" in the Registration Document for a description of those factors which could affect the financial performance of the Issuer and thereby affect the Issuer's ability to fulfil its obligations in respect of Covered Bonds issued under the Programme. See Section D.3 (Documents available for inspection) below.

Words and expressions defined elsewhere in this Securities Note shall have the same meaning in the below risk factors description. An index of certain defined terms is contained at the end of this Securities Note.

1. Risk Factors Regarding the Covered Bonds

A. Risks related to the Nature, Structure and Issuance of the Covered Bonds

The Covered Bonds will be solely the payment obligations of the Issuer and changes in the creditworthiness of the Issuer may adversely affect payments made under the Covered Bonds

The payment obligation under the Covered Bond will solely be the obligation of the Issuer. The payment obligations under the Covered Bonds (other than pursuant to the Guarantee, as set out below) will not represent an obligation or be the responsibility of the Arranger, any Dealer, the Originators, the Trustee or any other party to the Programme, their officers, members, directors, employees, security holders or incorporators, other than the Issuer. The Issuer will be liable solely in its corporate capacity for its obligations in respect of the Covered Bonds and such obligations will not be the obligations of its respective officers, members, directors, employees, security holders or incorporators. This means that investors will merely have an unsecured claim against the Issuer, which is guaranteed pursuant to the Guarantee. The risks relating to the Guarantee are set-out in the risk factor "*The ability of the SB2 CBC to meet its obligations under the Guarantee will depend solely on the proceeds of the Transferred Assets, the receipt of which is dependent on performance by the Borrowers of the related payment obligations under the Transferred Receivables and the value of the Properties*". An investment in the Covered Bonds involves the risk that subsequent changes in the creditworthiness of the Issuer may adversely affect the payments to be made under the relevant Covered Bonds. This may lead to losses under the Covered Bonds.

If the Issuer has the right to redeem any Covered Bonds, this may limit the market value of the Covered Bonds concerned and, if any Covered Bonds are redeemed prior to their maturity, an investor may not be able to reinvest the redemption proceeds in a manner which achieves the same effective return

The applicable Final Terms will indicate whether the Covered Bonds are subject to an optional redemption feature. Such feature in any Covered Bonds may negatively impact their market value. During any period when the Issuer may elect to redeem Covered Bonds, the market value of those Covered Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

If the Issuer redeems the Covered Bonds prior to maturity, a holder of such Covered Bonds is exposed to the risk that, due to early redemption, its investment will have a lower than expected yield. The Issuer may be expected to redeem Covered Bonds when its cost of borrowing is lower than the interest rate on the Covered Bonds. If the Covered Bonds are redeemed at the option of the Issuer, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Covered Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Any redemption prior to the Final Maturity Date as set out above could have a material adverse effect on the value of the Covered Bonds as the relevant redemption amount may be less than the then current market value of the Covered Bonds.

B. Risks related to Interest Payments

Changes in the method by which EURIBOR or other Benchmarks are determined, or the discontinuance of any Benchmark, may adversely affect the Rate of Interest on or value of Floating Rate Covered Bonds which reference a Benchmark

In accordance with Condition 4 of the Conditions, the Rate of Interest on the Covered Bonds (including Floating Rate Covered Bonds and Fixed/Floating Rate Covered Bonds) may be calculated on the Euro Interbank Offered Rate ("EURIBOR") or any other reference rate specified in the applicable Final Terms (any such reference rate, a "**Benchmark**") (collectively, the "**Benchmark Covered Bonds**"). Accordingly, changes in the method by which any Benchmark is calculated or the discontinuation of any Benchmark may impact the Rate of Interest applicable to Benchmark Covered Bonds bearing interest on the basis of such Benchmark, and thus their market value.

Benchmarks Regulation

Regulation (EU) 2016/1011 (as amended, the "**Benchmarks Regulation**" or "**BMR**") applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities (such as the Issuer) of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any Covered Bonds linked to or referencing a Benchmark, in particular, if the methodology or other terms of the relevant Benchmark are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant Benchmark which could have a material adverse effect on the market value of and return on Covered Bonds referencing such Benchmark (including potential rates of interest thereon).

IBOR replacement

The continued publication of Benchmarks linked to inter-bank offered rates ("**IBORs**") (such as EURIBOR) on the current basis cannot be guaranteed. Developments in this area are ongoing and could increase the costs and risks of administering or otherwise participating in the setting of a Benchmark, such that market participants are discouraged from continuing to administer or contribute to a Benchmark. Following the implementation of any such reforms, the manner of the administration or determination of such Benchmarks may change, which may result in such Benchmarks performing differently than in the past, their calculation method being revised, or their elimination entirely. These reforms and changes may also cause a Benchmark to perform differently than it has done in the past, to be discontinued or have other consequences which cannot be predicted. See also the interdependent risk factor entitled "*Floating Rate Covered Bonds – Benchmark Unavailability and Discontinuation*" below for a description of the fallback arrangements and the risks relating thereto.

Accordingly, in respect of any Covered Bonds referencing a relevant Benchmark, such reforms and changes in applicable regulation could have a material adverse effect on the market value of and return on such Covered Bonds (including potential rates of interest thereon).

Floating Rate Covered Bonds – Benchmark Unavailability and Discontinuation

There are certain risks related to the unavailability and discontinuation of benchmarks:

(i) Floating Rate Covered Bonds – ISDA Determination

Where ISDA Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Covered Bonds is to be determined, the Conditions provide that the Rate of Interest in respect of the Covered Bonds shall be determined by reference to the relevant Floating Rate Option in the ISDA Definitions. Where the Floating Rate Option specified is an IBOR, the Rate of Interest may be determined by reference to the relevant screen rate or the rate determined on the basis of quotations from certain banks. If the relevant IBOR is permanently discontinued and the relevant screen rate or quotations from banks (as applicable) are not available, the operation of these provisions may lead to uncertainty as to the Rate of Interest that would be applicable, and may, adversely affect the value of, and return on, the Floating Rate Covered Bonds.

(ii) Temporary unavailability of the Relevant Screen Page

The Conditions provide for certain fallback arrangements if a published Benchmark, including an inter-bank offered rate such as EURIBOR or other relevant reference rates, becomes temporarily unavailable. Where the Rate of Interest (as defined in the Conditions) is to be determined by reference to the Relevant Screen Page and the Relevant Screen Page is not available or the relevant rate does not appear on the Relevant Screen Page, the Conditions provide for the Rate of Interest to be determined by the Calculation Agent by reference to quotations from banks communicated to the Calculation Agent.

Where such quotations are not available (as may be the case if the relevant banks are not submitting rates for the determination of such Original Reference Rate (as defined in the Conditions)), the ultimate fallback for the purposes of calculation of interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Covered Bonds based on the rate which was last observed on the Relevant Screen Page or, as the case may be, the application of the initial Rate of Interest applicable to such Covered Bonds on the Interest Commencement Date (as defined in the Conditions). Uncertainty as to the continuation of the Original Reference Rate, the availability of quotes from reference banks, and the rate that would be applicable if the Original Reference Rate is discontinued may adversely affect the value of, and return on, the Covered Bonds

(iii) Benchmark Events

If a Benchmark Event (as defined in Condition 4(b)(viii)) (which, amongst other events, includes the permanent discontinuation of an Original Reference Rate or an announcement that an Original Reference Rate will be permanently discontinued in the future) occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser (as defined in the Conditions) as soon as reasonably practicable, to advise the Issuer in determining a Successor Rate or Alternative Rate (as defined in the Conditions) to be used in place of the Original Reference Rate.

If a Successor Rate or Alternative Rate is determined by the Issuer (in consultation with an Independent Adviser if the Issuer has been able to appoint one), the Conditions also provide that an Adjustment Spread (as defined in the Conditions) may be determined by the Issuer (in consultation with an Independent Adviser if the Issuer has been able to appoint one) and applied to such Successor Rate or Alternative Rate.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the Issuer (in consultation with an Independent Adviser if the Issuer has been able to appoint one), the Conditions provide that the Issuer may vary the Conditions, as necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in each case) the applicable Adjustment Spread, without any requirement for consent or approval of the Covered Bondholders.

Any Successor Rate or Alternative Rate will not be the economic equivalent of the Original Reference Rate and the use of any Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) may result in Covered Bonds linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form. Furthermore, the composition and characteristics of the Successor Rate or Alternative Rate may not be the same as those of the Original Reference Rate. Each of the foregoing means that a Benchmark Event may adversely affect the value of the Covered Bonds, the return on the Covered Bonds and the price at which investors can sell such Covered Bonds. If the Issuer is unable to appoint an Independent Adviser, the Issuer, acting in good faith, may still determine (i) a Successor Rate or Alternative Rate and (ii) in each case, an Adjustment Spread and/or any other amendments to the terms of the Covered Bonds (including, without limitation, any Benchmark Amendments (as defined in the Conditions)) without consultation with an Independent Adviser. Where, for the purposes of determining any Successor Rate, Alternative Rate, Adjustment Spread and/or any other amendments to the terms of the Covered Bonds (including, without limitation, any Benchmark Amendments (as defined in the Conditions)) (as the case may be), the Issuer will act in good faith as an expert and take into account any relevant and applicable market precedents and customary market usage as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets, any such determinations by the Issuer may lead to a conflict of interests of the Issuer and the Covered Bondholders including with respect to certain determinations and judgments that the Issuer may make that may influence the amount receivable under the Covered Bonds. As a result, investors in the Covered Bonds may receive less interest than expected.

(iv) Potential for a fixed rate return

The Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Rate in accordance with the Conditions.

Where the Issuer is unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable to determine a Successor Rate or Alternative Rate before the next Interest Determination Date (as defined in the Conditions), the Rate of Interest for the next succeeding Interest Period will be the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, or, where the Benchmark Event occurs before the first Interest Determination Date, the Rate of Interest will be the initial Rate of Interest.

Where the Issuer has been unable to appoint an Independent Adviser, or the Independent Adviser has failed to determine a Successor Rate or Alternative Rate in respect of any given Interest Period, the Issuer, will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Interest Determination Date to determine a Successor Rate or Alternative Rate to apply to the next succeeding and any subsequent Interest Periods, as necessary.

Applying the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, will result in Covered Bonds linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined.

Due to the uncertainty concerning the availability of Successor Rates or Alternative Rates, the involvement of an Independent Adviser (including the possibility that a licence or registration may be required for such Independent Adviser under applicable legislation) and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

If the Issuer is unable to appoint an Independent Adviser, the Independent Adviser fails to determine a Successor Rate or Alternative Rate for the life of the relevant Covered Bonds, or the Issuer fails to determine a Successor Rate or Alternative Rate without consultation with an Independent Adviser, the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, will continue to apply to maturity. This will result in the Floating Rate Covered Bonds, in effect, becoming fixed rate Covered Bonds.

Following an Issuer Event of Default, Condition 4(b)(viii) provides that the SB2 CBC shall or, as applicable, may take the relevant actions and make the relevant determinations which the Issuer shall, or as applicable, may take or make prior to an Issuer Event of Default. The risks described above under (iii) and (iv) in relation to the Issuer therefore equally apply to the SB2 CBC.

If the Covered Bonds include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Covered Bonds concerned

Depending upon the Interest Basis shown in the applicable Final Terms, the Issuer may issue Fixed/Floating Rate Covered Bonds. Such Covered Bonds may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market (liquidity) and the market value of the Covered Bonds since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing which may result in a lower interest return for Covered Bondholders. If the Issuer converts from a fixed rate to a floating rate, the margin relating to such Fixed/Floating Rate Covered Bonds may be less favourable (lower) than then prevailing margins on comparable Floating Rate Covered Bonds tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Covered Bonds. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Covered Bonds and could affect the interest payments and consequentially the market value of an investment in the relevant Covered Bonds.

Market value of Fixed Rate Covered Bonds may decrease if market interest rates increase

Investment in fixed rate Covered Bonds involves the risk that if the then current market interest rates increase to a level higher than the rate of interest payable on the Fixed Rate Covered Bonds, this may adversely affect the market value of the fixed rate Covered Bonds.

C. Risks related to Counterparties and Third Parties

The Trustee may agree to, and in certain circumstances is obliged to concur with the Issuer and/or the SB2 CBC in making, certain modifications to the Covered Bonds and to the Transaction Documents without the Covered Bondholders' or other Secured Creditors' prior consent

Pursuant to the terms of the Trust Deed:

- (i) the Trustee may, without the consent of any of the Covered Bondholders or any of the other Secured Creditors, agree to the waiver or authorisation of any breach or proposed breach of any of the provisions of the Covered Bonds of any Series or any Transaction Document, or determine, that any Issuer Event of Default or SB2 CBC Event of Default or Potential Issuer Event of Default or Potential SB2 CBC Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of any of the Secured Creditors, subject as provided further pursuant to the terms of the Trust Deed;
- (ii) the Trustee may from time to time and at any time without any consent or sanction of the Covered Bondholders of any Series and without the consent of the other Secured Creditors concur with the Issuer and the SB2 CBC (and for this purpose the Trustee may disregard whether any such modification relates to a Series Reserved Matter) and agree to (a) any modifications to the Covered Bonds of any Series, the related Coupons or any Transaction Documents and/or designate further creditors as Secured Creditors, provided that in the opinion of the Trustee such modification or designation is not materially prejudicial to the interests of any of the Covered Bondholders of any Series or any of the other Secured Creditors (other than the SB2 CBC), subject as provided further pursuant to the terms of the Trust Deed; or (b) any modifications to the Covered Bonds of any Series, the related Coupons or any Transaction Documents which are of a formal, minor or technical nature or are made to correct a manifest error or an error established as such to the satisfaction of the Trustee or to comply with mandatory provisions of law;
- (iii) the Trustee is obliged, without the consent of the holders of any of the Covered Bonds or any other Secured Creditor (other than any Secured Creditor party to the relevant Transaction Document to be amended), to concur with the Issuer and/or the SB2 CBC in making any modifications to the Transaction Documents and/or the Covered Bonds of one or more Series that are requested in writing by the Issuer and/or the SB2 CBC in order to enable the Issuer and/or the SB2 CBC to comply with any requirements which apply to it under Regulation (EU) 648/2012 (as amended from time to time, "**EMIR**") irrespective of whether or not such modifications might otherwise constitute a Series Reserved Matter (which the Trustee shall not be required to investigate), subject as provided further pursuant to the terms of the Trust Deed;
- (iv) the Trustee is obliged, without the consent of the Covered Bondholders and/or Couponholders or any other Secured Creditor (other than any Secured Creditor party to the relevant Transaction Document to be amended) to concur with the Issuer and/or the SB2 CBC in making and agreeing on any modifications to the Transaction Documents and/or the Covered Bonds of one or more Series that are requested in writing by the Issuer which are required or necessary in connection with any change, after the issue date of the relevant Covered Bonds, to any laws or regulations (including without limitation the laws and regulations of The Netherlands and the European Union) applicable or relevant with respect to covered bonds (*gedekte obligaties*) to ensure that the Covered Bonds (continue) to meet the requirements for registered covered bonds (*geregistreerde gedekte obligaties*) within the meaning of the Wft, irrespective of whether or not such modifications, authorisations or waivers might otherwise constitute a Series Reserved Matter (which the Trustee shall not be required to investigate) and subject to receipt by the Trustee of a certificate of the Issuer (which certificate the Trustee shall be entitled to rely on without further investigation) certifying to the Trustee that the requested modifications, authorisation or waivers are necessary for the Covered Bonds (to continue) to meet the requirements for registered covered bonds (*geregistreerde gedekte obligaties*) within the meaning of the Wft; and
- (v) the prior consent of the Trustee, the Covered Bondholders and the other Secured Creditors (other than the Secured Creditor party to the relevant Transaction Document to be amended) will not be required and will not be obtained, and the Trustee is obliged to concur with the Issuer, the SB2

CBC and the Calculation Agent in making any Benchmark Amendments contemplated by Condition 4(b)(viii)(D) in respect of the relevant Series of Covered Bonds and making such other amendments to the relevant Series of Covered Bonds, the related Coupons or any Transaction Document as are necessary in the reasonable judgement of the Issuer and the SB2 CBC to facilitate the Benchmark Amendments envisaged by Condition 4(b)(viii)(D) (including making changes to any benchmark rate referred to in any Swap Agreement for the purpose of aligning any such hedging agreement with the proposed Benchmark Amendments pursuant to Condition 4(b)(viii)(D)).

The Trustee shall not be obliged to agree to any modification pursuant to paragraphs (iii) and (iv) above which, in the sole opinion of the Trustee would have the effect of (a) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (b) increasing the obligations or duties, or decreasing the protections, of the Trustee in the Transaction Documents and/or the Covered Bonds.

Accordingly, in relation to any of the matters set out above, the Covered Bondholders will not be in a position to give instructions to the Trustee, have to rely on the assessments made by the Trustee and not be able to prevent the Trustee from making certain modifications to the Covered Bonds and the Transaction Documents as described above. Covered Bondholders are therefore exposed to the risk that changes are made to the Transaction Documents without their knowledge or consent which may be against the interest of such Covered Bondholders. Also, there is a risk that the Trustee is not willing to agree to certain modifications because they would expose the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or increase the Trustee's contractual obligations or duties, or decrease its contractual protections. These matters may have an adverse effect on (value of the) the Covered Bonds, also if a Covered Bondholder intends to sell any Covered Bonds.

Certain decisions of Covered Bondholders taken at Programme level (including in relation to acceleration)

Any Extraordinary Resolution to direct the Trustee (i) to accelerate the Covered Bonds, (ii) to take any enforcement action or (iii) to remove or replace the Trustee's Director, must be passed at a single meeting of the holders of all Covered Bonds of all Series then outstanding (i.e. a Programme Resolution) as set out in more detail in Condition 14 (*Meetings of Covered Bondholders, modification and waiver*) and cannot be decided upon at a meeting of Covered Bondholders of a single Series. A validly adopted Programme Resolution and Extraordinary Resolution will be binding on all Covered Bondholders and Couponholders of all Series (in the case of a Programme Resolution) or the relevant Series (in the case of an Extraordinary Resolution), including Covered Bondholders and Couponholders who did not attend or vote at the relevant meeting and Covered Bondholders who voted against such Programme Resolution or Extraordinary Resolution, as applicable. Covered Bondholders are therefore exposed to the risk that decisions are taken at Programme level which may be against the interest of such Covered Bondholder and this may have an adverse effect on the (value of the) Covered Bonds, also if a Covered Bondholder intends to sell any Covered Bonds.

Risk related to failure of enforcement by the Trustee

Subject to the provisions of the Trust Deed, only the Trustee may enforce the provisions of the Covered Bonds and the Transaction Documents. Neither the Covered Bondholders nor any other person shall be entitled to proceed directly against the Issuer or the SB2 CBC to enforce any provision of the Covered Bonds and/or the Transaction Documents, unless the Trustee fails to take any steps to enforce the Security in accordance with the Trust Deed within a reasonable time and such failure is continuing. All limitations and restrictions imposed under or by virtue of the Trust Deed, the Covered Bonds or any other Transaction Document on the Trustee in relation to the enforcement of rights and the availability of remedies, shall *mutatis mutandis* also fully apply to such Secured Creditors. Consequently, the Secured Creditors, including the Covered Bondholders, either have no right or are limited in their rights to proceed directly against the Issuer or the SB2 CBC.

Risks related to conflict of interest between the Calculation Agent and holders of Covered Bonds

The Calculation Agent for an issue of Covered Bonds is the agent of the Issuer and not the agent of the Covered Bondholders. It is possible that the Issuer will itself be the Calculation Agent for certain issues of Covered Bonds. The Calculation Agent will make such determinations and adjustments as it deems appropriate, in accordance with the terms and conditions of the specific issue of Covered Bonds. In making its determinations and adjustments, the Calculation Agent will be entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion.

Where the Issuer acts as Calculation Agent, potential conflicts of interest may exist between the Calculation Agent and holders of Covered Bonds, as the Issuer typically has an interest to limit the amounts payable on the Covered Bonds and the holders of Covered Bonds have an opposite interest. Such potential conflict may for example exist with respect to certain determinations and judgments that the Calculation Agent may make pursuant to the Conditions that may influence any interest amount due on, and the amount to be received upon redemption of, the Covered Bonds.

ING Groep N.V., the Issuer and/or other members of the ING Group and/or the SB2 CBC may at any time purchase Covered Bonds at any price in the open market or otherwise. Any exercise of voting rights in respect of Covered Bonds so purchased may be prejudicial to other holders of Covered Bonds

ING Groep N.V., the Issuer and/or other members of the ING Group and/or the SB2 CBC may at any time purchase Covered Bonds (provided that, in the case of Definitive Covered Bonds, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Covered Bonds may be held, reissued, resold or, at the option of the relevant member of the ING Group or the SB2 CBC surrendered to any Paying Agent for cancellation. Each such member of the ING Group and the SB2 CBC will be able to exercise the voting rights in respect of the Covered Bonds purchased by it and, in so doing, may take into account its different roles (if any) in the Programme, its own interests and/or other factors specific to it. In case a member of the ING Group other than the Issuer holds Covered Bonds such member may, amongst other things, take into account its relationship with the Issuer when exercising its voting rights with respect to such Covered Bonds. Any such exercise of voting rights in respect of the Covered Bonds purchased by a member of the ING Group or the SB2 CBC may be prejudicial to other holders of Covered Bonds.

D. Risks related to the Admission of the Covered Bonds to Trading on a Regulated Market

Risk of no Eurosystem eligibility may lead to illiquidity and/or a lower market value

Covered Bonds may be issued with the intention to be held in a manner which will allow Eurosystem eligibility. In that case such Covered Bonds are intended upon issue to be deposited with one of the international central securities depositories and/or central securities depositories that fulfil the minimum standard established by the European Central Bank. However, it does not necessarily mean that each Covered Bond will be recognised as eligible collateral for monetary policy of the Eurosystem and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will, as in any particular case, depend upon satisfaction of all Eurosystem eligibility criteria at the relevant time and there can be no assurance that such Covered Bonds will be recognised as such or will remain to be recognised as such. If the Covered Bonds are in this case not recognised as such, this is likely to have a negative impact on the liquidity and/or market value of such Covered Bonds.

An active secondary market in respect of the Covered Bonds may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Covered Bonds

Even if application is made to list Covered Bonds on a stock exchange, there can be no assurance that a secondary market for any of the Covered Bonds will develop, or, if a secondary market does develop, that it will provide the holders of the Covered Bonds with liquidity or that it will continue for the life of the Covered Bonds.

Limited liquidity in the secondary market for mortgage-backed securities has had an adverse effect on the market value of mortgage-backed securities (including covered bonds). Limited liquidity in the secondary market may continue to have an adverse effect on the market value of mortgage-backed securities, especially those securities, like Covered Bonds, that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the investment requirements of limited categories of investors. These types of Covered Bonds generally would have a more limited secondary market and more price volatility than conventional debt securities. Consequently, an investor in Covered Bonds may not be able to sell its Covered Bonds readily. As a result thereof, the market values of the Covered Bonds are likely to fluctuate and may be difficult to determine. Any of these fluctuations may be significant and could result in significant losses to such investor. The investor in Covered Bonds can especially be affected by the uncertainty following from the fluctuations in an illiquid market if it is not prepared to hold such Covered Bonds until redemption of the Covered Bonds.

A decrease in the liquidity of an issue of Covered Bonds may cause, in turn, an increase in the volatility associated with the price of such issue of Covered Bonds. Any investor in the Covered Bonds must be prepared to hold such Covered Bonds for an indefinite period of time or until redemption of the Covered Bonds. If any person begins making a market for the Covered Bonds, it is under no obligation to continue to do so and may stop making a market at any time. Illiquidity may have a severely adverse effect on the market value of Covered Bonds.

Integral multiples of less than € 100,000 in case of Definitive Covered Bonds may be illiquid and difficult to trade

In relation to any issue of Covered Bonds which have a denomination of €100,000 (or higher or its equivalent in another currency) (in such case defined as the minimum "**Specified Denomination**") plus a higher integral multiple of another smaller amount, it is possible that the Covered Bonds be traded in amounts in excess of € 100,000 (or its equivalent in another currency) that are not integral multiples of € 100,000 (or its equivalent in another currency). In such a case a Covered Bondholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination (a "**Stub Amount**") may not receive a Definitive Covered Bond in respect of such holding (should Definitive Covered Bonds be printed) and would need to purchase a principal amount of Covered Bonds such that its holding amounts up to a Specified Denomination. As long as the Stub Amount is held in the relevant clearing system, the Covered Bondholder will be unable to transfer this Stub Amount. If Definitive Covered Bonds are issued, Covered Bondholders should be aware that Definitive Covered Bonds which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade. Illiquidity may have a severely adverse effect on the market value of Covered Bonds.

It remains uncertain which effect the continuation, the amendments to or the termination of the ECB asset purchase programmes have on the volatility in the financial markets and the overall economy and on the value of the Covered Bonds and their liquidity in the secondary markets.

In September 2014, the European Central Bank (the "**ECB**") initiated an asset purchase programme whereby it envisages to bring inflation back to levels in line with the ECB's objective to maintain the price stability in the euro area and, also, to help enterprises across Europe to enjoy better access to credit, boost investments, create jobs and thus support the overall economic growth. The expanded asset purchase programme encompasses the earlier announced asset-backed securities purchase programme and the covered bond purchase programme. On 25 October 2018, the ECB announced that it will continue to make net purchases at the monthly pace of EUR 15 billion until the end of December 2018 and, that subject to incoming data confirming the medium-term inflation outlook, net purchases will then end. As of 2019, the ECB will, however, maintain its policy to reinvest the principal payments from maturing securities under these programmes as long as deemed necessary. In addition, on 12 September 2019, the ECB announced net purchases will be restarted under the asset purchase programme at a monthly pace of EUR 20 billion as from 1 November 2019 and for as long as deemed necessary. On 18 March 2020, the Governing Council of the ECB decided to launch a new temporary asset purchase programme of private and public sector securities to counter the serious risks to the monetary policy transmission mechanism and the outlook for the euro area posed by the outbreak and escalating diffusion of the coronavirus, COVID-19. This new Pandemic Emergency Purchase Programme (PEPP) initially had an overall envelope of EUR 750 billion.

On 4 June 2020 the Governing Council of the ECB decided to increase the original EUR 750 billion envelope for the PEPP by €600 billion, to a new total of €1,350 billion. On 10 December 2020 the overall envelope of the PEPP was increased to EUR 1,850 billion, and extended by nine months to at least the end of March 2022. All asset categories eligible under the existing asset purchase programme (APP) are also eligible under the new programme. The Governing Council will terminate net asset purchases under the PEPP once it judges that the COVID-19 crisis phase is over, but in any case not before the end of June 2021. It remains to be seen what the effect of this restart of the purchase programmes and the new Pandemic Emergency Purchase Programme will be on the volatility in the financial markets and the overall economy in the Eurozone and the wider European Union and the UK. In addition, the restart and/or a termination of these asset purchase programmes could have an adverse effect on the secondary market value of the Covered Bonds and the liquidity in the secondary market for Covered Bonds. The Covered Bondholders should be aware that they may suffer loss if they intend to sell any of the Covered Bonds on the secondary market for such Covered Bonds as a result of the impact the restart of the asset purchase programmes and/or a potential termination of the asset purchase programmes may have on the secondary market value of the Covered Bonds and the liquidity in the secondary market for the Covered Bonds.

Credit ratings may not reflect all risks and credit rating downgrades or withdrawals or unsolicited credit ratings may reduce the market value of the Covered Bonds

The ratings assigned to the Covered Bonds may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Covered Bonds. A rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the relevant Rating Agency at any time.

The ratings assigned by Moody's address the expected loss posed to investors. Such ratings address only the credit risks associated with the transaction. Other non-credit risks have not been addressed, but may have significant effect on yield to investors.

The expected ratings of the Covered Bonds, if rated individually, will be set out in the applicable Final Terms for each Series. Any Rating Agency may lower its rating or withdraw its rating if, in the sole judgement of such Rating Agency, the credit quality of the Covered Bonds has declined or is in question. If any rating assigned to the Covered Bonds is lowered or withdrawn, the market value of the Covered Bonds may be reduced.

In addition, other credit rating agencies that have not been requested by the Issuer to rate the Covered Bonds may issue unsolicited credit ratings on the Covered Bonds at any time. Any unsolicited credit ratings in respect of the Covered Bonds may differ from the credit ratings expected to be assigned by Moody's and may not be reflected in this Base Prospectus. Issuance of an unsolicited credit rating which is lower than the credit ratings assigned by a Rating Agency in respect of the Covered Bonds may adversely affect the market value and/or the liquidity of the Covered Bonds.

If any investor holds Covered Bonds which are not denominated in the investor's home currency, he will be exposed to movements in exchange rates adversely affecting the value of his holding. In addition, the imposition of exchange controls in relation to any Covered Bonds could result in an investor not receiving payments on those Covered Bonds

The Issuer will pay principal and interest on the Covered Bonds in a specified currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the specified currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the specified currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the specified currency would decrease (1) the Investor's Currency-equivalent yield on the Covered Bonds, (2) the Investor's Currency-equivalent value of the principal payable on the Covered Bonds and (3) the Investor's Currency-equivalent market value of the Covered Bonds.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate and/or restrict the convertibility or transferability of

currencies within and/or outside of a particular jurisdiction. As a result, investors in the Covered Bonds may receive less interest or principal than expected, or receive it later than expected or not at all.

E. Legal and Regulatory Risks Regarding the Covered Bonds

Risk of Covered Bonds ceasing to comply with the CB Legislation, Article 52(4) UCITS and/or Article 129 CRR

The Issuer has under the CB Legislation applied for the Programme and the Covered Bonds issued thereunder to obtain the status of being compliant with the requirements for the legal covered bonds as set out therein (the "**Regulated Status**"), which includes compliance with article 52(4) of the UCITS Directive and article 129 of the CRR and has obtained the Regulated Status for the Programme and the Covered Bonds issued. The Issuer will only issue Covered Bonds under the Prospectus that obtain the Regulated Status.

No Transaction Document grants any right to any party or imposes any obligation on the Issuer or any other party in connection with any Covered Bond meeting the requirements prescribed by the CB Legislation.

If a Covered Bond no longer meets the requirements prescribed by the CB Legislation, or if the Issuer would no longer comply with its ongoing administration and/or reporting obligations towards DNB as the competent regulator, DNB can take several measures, which include, without limitation, imposing an issuance-stop on the Issuer, which may be disclosed by DNB in the relevant register, and DNB has the authority to terminate the registration of the Issuer. However, under the CB Legislation the registration of the Covered Bonds that have already been issued cannot be terminated.

To date there is no example and/or guidance as to how DNB will apply the discretionary powers that it has been given in respect of the aforementioned measures. In addition, if at any time the Issuer's registration would be cancelled or the Covered Bonds would no longer comply with Article 52(4) UCITS and/or Article 129 CRR, a Covered Bondholder may, depending on its reasons for investing in the relevant Covered Bonds, experience adverse consequences, including an adverse effect on the market value of its Covered Bonds as a result of other Covered Bondholders disposing of their Covered Bonds and less demand for these Covered Bonds in the market.

In addition, DNB has the authority to include in the register that the Covered Bonds are no longer or are not compliant with article 129 CRR as a result of which the Covered Bonds would no longer maintain the status of being compliant with the requirements set out in article 129 of the CRR (the "**CRR Status**"). Although under the CB Legislation, Covered Bonds will always continue to be registered as legal covered bonds and continue to keep the Regulated Status (except for the CRR Status), there is a risk that the CRR Status for other Series will not be maintained until redemption in full of the relevant non-compliant Series.

If at any time an issuance stop is published, the registration of the Issuer is revoked and/or the CRR Status is withdrawn or otherwise lost, a Covered Bondholder may experience adverse consequences (i.e. an adverse effect on the market value or on the regulatory treatment of the Covered Bonds), depending on the reasons for making the investment in such Covered Bonds.

For more information please refer to Section 1.8 (*Description of the Dutch Covered Bond Legislation*) below.

Statutory loss absorption

The Act on implementing the European framework for the recovery and resolution of banks and investment firms (*Implementatiewet Europees kader voor herstel en afwikkeling van banken en beleggingsondernemingen*) came into force, implementing the Bank Recovery and Resolution Directive ("**BRRD**") was published in the Official Journal of the European Union on 12 June 2014. The BRRD includes provisions (known as the bail-in tool) to give regulators resolution powers, amongst other things, to write down the debt of a failing bank (or to convert such debt into equity) to strengthen its financial position and allow it to continue as a going concern, subject to appropriate restructuring measures being taken. The BRRD was implemented into Dutch law on 26 November 2015. See more fully described in the

risk factor *"The Issuer is subject to the 'Bank Recovery and Resolution Directive ("BRRD") among several other bank recovery and resolution regimes that include statutory write down and conversion as well as other powers, which remains subject to significant uncertainties as to scope and impact on it."* in the Registration Document.

Pursuant to the BRRD or other resolution or recovery rules which may in the future be applicable to the Issuer which could be used in such a way as to result in the debt instruments issued by the Issuer absorbing losses ("**Statutory Loss Absorption**"), the debt instruments could become subject to a determination by the Dutch Central Bank (*De Nederlandsche Bank N.V.*, "**DNB**") or other relevant authorities that all or part of the principal amount of the relevant debt instruments, including accrued but unpaid interest in respect thereof, must be written off or otherwise converted into Common Equity Tier 1 Capital or otherwise be applied to absorb losses. Pursuant to article 44 paragraph 2 sub (b) of the BRRD (as implemented in the Netherlands in article 3a:60 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*, "**Wft**"), covered bonds are in principle excluded from the applicability of the write-down and conversion powers laid down in the BRRD (as complemented by the Regulation (EU) No 806/2014 (the "**SRM Regulation**")). This means that, in principle, Covered Bonds cannot be written down following a bail-in intervention of the national authorities in relation to the Issuer. However, it cannot be excluded that such write down powers may be used in relation to the Covered Bonds if and to the extent the aggregate Principal Amount Outstanding of the Covered Bonds would exceed the value of the collateral against which they are secured through the Guarantee and the Security and/or such Guarantee would not qualify as collateral. Such determination shall not constitute an Issuer Event of Default and Covered Bondholders will have no further claims in respect of any amount so written off or otherwise as a result of such Statutory Loss Absorption.

It is possible that, pursuant to the exercise of any Statutory Loss Absorption measures, further new powers may be given to the Dutch Central Bank or other relevant authorities which could be used in such a way as to result in the Covered Bonds absorbing losses.

Implementation of and/or changes to Basel II Framework and implementation of Basel III

Regulatory requirements with respect to capital adequacy and liquidity, as proposed by the Basel Committee on Banking Supervision (the "**Basel Committee**") and being implemented in the European Union through, among others, the CRD IV Directive and the CRR, as these are amended from time to time. These requirements are subject to ongoing change, and are expected to become more stringent. This is especially due to the implementation and entry into force of the change to CRD IV included in the EU banking package adopted in April 2019 (the "**EU Banking Reforms**") and the finalised Basel III reforms as published on 7 December 2017 (the "**Basel III Reforms**") (informally referred to as Basel IV). The changes approved by the Basel Committee may have an impact on the capital requirements in respect of the Covered Bonds and/or on incentives to hold the Covered Bonds for investors that are subject to requirements that follow the revised framework and, as a result they may affect the liquidity and/or value of the Covered Bonds. In general, investors should consult their own advisers as to the regulatory capital and liquidity requirements in respect of the Covered Bonds and as to the consequences for and effect on them of any changes to the Basel II Framework (including the Basel III changes described above), the relevant EU legislation and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

Uncertainty relating to the implementation of the Covered Bonds Directive

On 27 November 2019 the Directive (EU) 2019/2162 of the European Parliament and of the Council on the issue of covered bonds and covered bond public supervision and amending Directives 2009/65/EC and 2014/59/EC (the "**Covered Bond Directive**") and Regulation (EU) 2019/2160 of the European Parliament and of the Council amending Regulation 575/213 as regards exposures in the form of covered bonds (the "**Covered Bond Regulation**"), have been adopted. The Covered Bond Directive and the Covered Bond Regulation aim to foster the development of covered bonds across the European Union. The Covered Bond Directive (i) provides a common definition of covered bonds, which will represent a consistent reference for prudential regulation purposes, (ii) defines the structural features of covered bonds, (iii) defines the tasks and responsibilities for the supervision of covered bonds and (iv) sets out the rules allowing the use of the 'European Covered Bonds' label. The Covered Bond Directive should be implemented in each

Member State by 8 July 2021 and should apply at the latest from 8 July 2022. On 8 March 2021 legislative proposals regarding the implementation of the Covered Bond Directive and Covered Bond Regulation in the Netherlands has been published for consultation. Until the Covered Bond Directive has been implemented, it is uncertain if or how the proposals will affect the Issuer, the SB2 CBC, the market for covered bonds in general and/or the Covered Bonds.

F. Tax risks

Covered Bondholders will not be entitled to receive grossed-up amounts in case mandatory withholdings or deductions need to be made

All payments made by the Issuer in respect of the Covered Bonds and by the SB2 CBC in respect of the Guarantee shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted or which is withheld or deducted pursuant to an agreement between the Issuer or the SB2 CBC and any taxing authority. Covered Bondholders will not be entitled to receive grossed-up amounts to compensate for any such tax, duty, withholding or other payment and no Issuer Event of Default or SB2 CBC Event of Default shall occur as a result of any such withholding or deduction. As a result, investors may receive less interest than expected and the return on their Covered Bonds could be significantly adversely affected. In addition, the Issuer shall have the right to redeem Covered Bonds issued if, on the occasion of the next payment due in respect of such Covered Bonds, the Issuer would be required to withhold or account for tax in respect of such Covered Bonds. This risk of a lower return on the Covered Bonds (as a result of the fact that no gross-up applies) or redemption may in particular be present as a result of the conditional withholding tax on interest that has entered into effect as per 1 January 2021.

This levy, the rate of such tax is equal to the applicable headline corporate income tax rate (25% in 2021), may have an adverse effect on the Issuer, the holders of Covered Bonds, and/or the SB2 CBC and their financial position in which case the Issuer may redeem the Series affected pursuant to its option under, and in accordance with and subject to the conditions set out in, Condition 6(b) (*Redemption for tax reasons*). In practice, the Issuer may not always be able to assess whether withholding tax must be withheld for the account of a holder of Covered Bonds. The legislative history is unclear on the Issuer's responsibilities to determine the absence of affiliation (one of the requirements) in respect of covered bonds issued in the market, like the Covered Bonds.

2. Risk Factors Regarding the Guarantor and the Guarantee

The Guarantee will be solely the obligation of the SB2 CBC

The payment obligations under the Guarantee will not be obligations or responsibilities of, or guaranteed by, any other entity or person other than the SB2 CBC. The SB2 CBC will be liable solely in its corporate capacity for its obligations in respect of the Guarantee and such obligations will not be the obligations of its respective officers, members, directors, employees, security holders or incorporators. To the extent that the SB2 CBC's corporate assets are not sufficient to fulfil its obligations under Guarantee, Covered Bondholders may not be able to take recourse against third parties for payment and the SB2 CBC's obligations under the Guarantee may not be fully met. This may lead to losses under the Covered Bonds.

Limited resources available to the SB2 CBC

The SB2 CBC's ability to meet its obligations under the Guarantee will depend on the realisable value of Transferred Assets (net of, without limitation, amounts due to the Participants in the case of Participation Receivables), the amount of principal and interest (or other revenue) proceeds generated by the Transferred Assets (net of, without limitation, amounts due to the Participants in the case of Participation Receivables) and Authorised Investments and the timing thereof and amounts received from any of the Swap Providers, the Participants and the Account Bank. The SB2 CBC will not have any other source of funds available to meet its obligations under the Guarantee and the recourse of the Secured Creditors on the SB2 CBC is limited to such assets.

If a SB2 CBC Event of Default occurs and the Security created by or pursuant to the Security Documents is enforced, the Secured Property may not be sufficient to meet the claims of all the Secured Creditors, including the Covered Bondholders. Upon the occurrence of any Issuer Event of Default or a SB2 CBC Event of Default, the SB2 CBC or the Trustee, as the case may be, could experience difficulty with any sale of the relevant Transferred Receivables, particularly with respect to the price achievable and the timing of such sale. If, following enforcement of the Security constituted by or pursuant to the Security Documents, the Secured Creditors have not received the full amount due to them pursuant to the terms of the Transaction Documents, then they may still have an unsecured claim against the Issuer for the shortfall. There is no guarantee that the Issuer will have sufficient funds to pay that shortfall.

The Asset Cover Test has been structured to ensure that the Adjusted Aggregate Asset Amount is greater than the aggregate Principal Amount Outstanding of the Covered Bonds for so long as Covered Bonds remain outstanding, which should reduce the risk of there ever being a shortfall. Also, under the CB Legislation the Issuer will be required to ensure that, in addition to the mandatory liquidity buffer required to be maintained or generated by the SB2 CBC, (i) a statutory minimum level of overcollateralisation of eligible cover assets is maintained and (ii) the value of the Transferred Assets (subject to certain deductions in accordance with the CB Legislation) is at all times at least equal to the Principal Amount Outstanding of the Covered Bonds, in each case as calculated and determined in accordance with the CB Legislation. These statutory overcollateralisation and minimum value requirements do not provide for a deduction of certain risks in the manner described in this Securities Note in respect of the Asset Cover Test. The Asset Cover Test is, amongst other things, used to comply with such statutory overcollateralisation and minimum value requirements under the CB Legislation. However there is no assurance that there will not be a shortfall. As a result, Covered Bondholders may not receive payment at all or these payments may not cover all amounts the Covered Bondholders may expect to receive.

Reliance of the SB2 CBC on third parties

The SB2 CBC has entered into agreements with a number of third parties, which have agreed to perform services for the SB2 CBC. In particular, but without limitation, the Initial Servicer has been (and New Servicers may be) appointed to service the Transferred Receivables and the Administrator has been appointed to monitor compliance with the Asset Cover Test and the Amortisation Test and to provide administration services to the SB2 CBC and the Asset Monitor has been appointed to conduct agreed upon procedures on the arithmetic accuracy of the calculations performed by the Administrator annually and in certain circumstances more frequently in respect of the Asset Cover Test and monthly in respect of the Amortisation Test with a view to report factual findings with regard to such calculations. In the event that any of those parties fails to perform its obligations under the relevant agreement to which it is a party, the realisable value of the Transferred Assets or any part thereof may be affected, or, pending such realisation (if the Transferred Assets or any part thereof cannot be sold), the ability of the SB2 CBC to make payments under the Guarantee may be affected. For instance, if a Servicer has failed to adequately administer the Transferred Receivables, this may lead to higher incidences of non-payment or default by Borrowers. The SB2 CBC, if it has entered into one or more Swap Agreements, is also reliant on the Swap Providers to provide it with the relevant funds necessary to match its obligations under the Guarantee (in full or in part). If the SB2 CBC cannot meet its obligations under the Guarantee, this may lead to losses under the Covered Bonds.

If a Servicer Event of Default occurs pursuant to the terms of a Servicing Agreement, then the SB2 CBC and/or the Trustee will be entitled to terminate the appointment of the relevant Servicer and appoint a new servicer in its place. There can be no assurance that a substitute servicer with sufficient experience of administering mortgages of residential properties would be found who would be willing and able to service the Transferred Receivables on the terms of the Servicing Agreement. The ability of a substitute servicer to perform fully the required services would depend, among other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a substitute servicer may affect the realisable value of the Transferred Receivables or any part thereof, and/or the ability of the SB2 CBC to make payments under the Guarantee. If the SB2 CBC cannot meet its obligations under the Guarantee, this may lead to losses under the Covered Bonds. If a Servicer ceases to be assigned a long term unsecured, unguaranteed and unsubordinated debt obligation rating by a Rating Agency of at least the Minimum Servicer Ratings, then the Servicer will use reasonable efforts to procure that the parties to the

Servicing Agreement enter into a master servicing agreement with a third party in such form as the SB2 CBC and the Trustee shall reasonably require.

Covered Bondholders will have no right to consent to or approve of any actions taken by a Servicer under a Servicing Agreement. None of the Servicers have (or will have, as applicable) any obligation themselves to advance payments that Borrowers fail to make in a timely fashion, which may result in the SB2 CBC not being able to meet its obligations under the Guarantee. This may lead to losses under the Covered Bonds.

The Trustee is not obliged in any circumstances to act as a Servicer or to monitor the performance by any Servicer of its obligations.

Obligations under the Guarantee in respect of each Series of Covered Bonds can be extended

If the SB2 CBC is obliged under the Guarantee to pay a Guaranteed Final Redemption Amount in respect of a Series and has insufficient funds available under the relevant Priority of Payments to pay the Guaranteed Final Redemption Amount in respect of such Series on the Extension Date, then the obligation of the SB2 CBC to pay such Guaranteed Amount shall automatically be deferred to the relevant Extended Due for Payment Date. However, to the extent the SB2 CBC has sufficient moneys available to pay in part the Guaranteed Final Redemption Amount in respect of such Series, the SB2 CBC shall make such partial payment in accordance with the relevant Priority of Payments, as described in, and subject to, Condition 3 (*The Guarantee*) on the relevant Extension Date and any subsequent Interest Payment Date falling prior to the relevant Extended Due for Payment Date. Payment of the unpaid amount under such Series shall be deferred automatically until the applicable Extended Due for Payment Date. The Extended Due for Payment Date will fall twelve (12) calendar months after the Final Maturity Date. Interest will continue to accrue and be payable on the unpaid Guaranteed Final Redemption Amount in respect of such Series on the basis set out in the applicable Final Terms or, if not set out therein, Condition 4 (*Interest*), *mutatis mutandis*. In these circumstances, except where the SB2 CBC has failed to apply moneys in accordance with the relevant Priority of Payments in accordance with Condition 3 (*The Guarantee*), failure by the SB2 CBC to pay the relevant Guaranteed Final Redemption Amount in respect of such Series on the Extension Date or any subsequent Interest Payment Date falling prior to the Extended Due for Payment Date (or the relevant later date in case of an applicable grace period) shall not constitute a SB2 CBC Event of Default. However, failure by the SB2 CBC to pay such Guaranteed Final Redemption Amount or the balance thereof, as the case may be, on the relevant Extended Due for Payment Date and/or pay any other amount due under the Guarantee will (subject to any applicable grace period) constitute a SB2 CBC Event of Default. Therefore, Covered Bondholders may not receive payments at the moment they anticipated to receive payments and these payments may not cover all amounts Covered Bondholders may expect to receive.

Risk that no cashflows will run through the SB2 CBC which may potentially adversely affect the SB2 CBC's ability to fulfil its obligations under the Guarantee

For as long as no Notification Event has occurred and no Notice to Pay or SB2 CBC Acceleration Notice has been served on the SB2 CBC, no cashflows will run through the SB2 CBC unless otherwise required under the Transaction Documents. In those circumstances the Originators will be entitled to receive and retain the proceeds from the Transferred Assets for their own benefit. In addition, the Issuer will, as consideration for the SB2 CBC assuming the Guarantee, pay all costs and expenses of the SB2 CBC and make and receive all payments to be made or received by the SB2 CBC under any Swap Agreement. Only upon the earlier to occur of a Notification Event and service of a Notice to Pay or SB2 CBC Acceleration Notice on the SB2 CBC, cashflows will run through the SB2 CBC and will be applied in accordance with the relevant Priority of Payments (except that any collateral to be provided by a Swap Provider following its downgrade will be delivered to the SB2 CBC irrespective of whether any Notification Event has occurred or any Notice to Pay or SB2 CBC Acceleration Notice has been served at such time) (see further section 7 (*Cashflows*)). Prior to such moment, the SB2 CBC will receive only limited funds and any proceeds resulting from the Transferred Assets prior to such date will not be transferred to the SB2 CBC. As the SB2 CBC does not have control over the cashflows from Transferred Receivables unless one of the events described above occurs, the SB2 CBC's ability to fulfil its obligations under the Guarantee may be limited. If the Issuer for whatever reason does not make the requested payments for the SB2 CBC and the

Originators received and retained the relevant proceeds for their own benefit this may potentially adversely affect the SB2 CBC's ability to fulfil its obligations under the Guarantee and this may result in losses under the Covered Bonds.

SB2 CBC only obliged to pay Guaranteed Amounts when the same are Due for Payment

The SB2 CBC has no obligation to pay the Guaranteed Amounts payable under the Guarantee until service by the Trustee:

- on the Issuer of an Issuer Acceleration Notice and on the SB2 CBC of a Notice to Pay; or
- if earlier, on the Issuer and the SB2 CBC of a SB2 CBC Acceleration Notice.

A Notice to Pay can only be served if (a) an Issuer Event of Default occurs and results in service by the Trustee of an Issuer Acceleration Notice on the Issuer or (b) a Breach of the Asset Cover Test occurs. A SB2 CBC Acceleration Notice can only be served if a SB2 CBC Event of Default occurs.

Following service of an Issuer Acceleration Notice on the Issuer, a Notice to Pay shall be served by the Trustee on the SB2 CBC. However, a failure by the Issuer to make a payment in respect of one or more Series will not automatically result in the service of an Issuer Acceleration Notice. The Trustee may, but is not obliged to, serve an Issuer Acceleration Notice unless and until requested or directed by Covered Bondholders of all Series then outstanding.

If a Notice to Pay is served by the Trustee on the SB2 CBC following a Breach of the Asset Cover Test, the SB2 CBC will not be obliged to make payments under the Guarantee until (a) an Issuer Event of Default has occurred and an Issuer Acceleration Notice has been served or (b) a SB2 CBC Event of Default has occurred and a SB2 CBC Acceleration Notice has been served.

Following service of a Notice to Pay on the SB2 CBC (provided (a) an Issuer Event of Default has occurred and an Issuer Acceleration Notice has been served and (b) no SB2 CBC Acceleration Notice has been served) (i) under the terms of the Trust Deed any Excess Proceeds received by the Trustee from the Issuer (or any liquidator or other official appointed in relation to the Issuer) (x) will discharge *pro tanto* the obligation of the Issuer in respect of the Covered Bonds and Coupons for an amount equal to such Excess Proceeds, (y) will not reduce or discharge any obligations of the SB2 CBC under the Guarantee and (z) will be paid to the SB2 CBC and shall be used by the SB2 CBC in the same manner as all other monies from time to time standing to the credit of the AIC Account, and (ii) under the terms of the Guarantee the SB2 CBC will be obliged to pay Guaranteed Amounts as and when the same are Due for Payment. Such payments will be subject to and will be made in accordance with the Post-Notice-to-Pay Priority of Payments. In these circumstances, other than the Guaranteed Amounts, the SB2 CBC will not be obliged to pay any amount, for example in respect of broken funding indemnities, penalties, premiums, default interest or interest on interest which may accrue on or in respect of the Covered Bonds.

Subject to applicable grace periods, if the SB2 CBC fails to make a payment when Due for Payment under the Guarantee or any other SB2 CBC Event of Default occurs then the Trustee may accelerate the Covered Bonds (to the extent not yet accelerated) by service of a SB2 CBC Acceleration Notice, whereupon the SB2 CBC will under the Guarantee owe the Early Redemption Amount of each Covered Bond, together with accrued interest and certain other amounts then due under the Covered Bonds. Following service of a SB2 CBC Acceleration Notice, the Trustee may enforce the Security over the Secured Property. The proceeds of enforcement of the Security shall be applied by the Trustee in accordance with the Post-SB2 CBC-Acceleration-Notice Priority of Payments, and Covered Bondholders will receive amounts from the SB2 CBC on an accelerated basis.

Therefore, Covered Bondholders may not receive payments at the moment they expect to receive payments and these payments may not cover all payments Covered Bondholders may expect to receive.

The SB2 CBC's ability to meet its obligations under the Guarantee may be adversely affected by the relatively slow rate of principal repayment of Borrowers

Currently in The Netherlands, subject to a number of conditions, mortgage loan interest payments are deductible from the income of the borrower for income tax purposes. This fiscal benefit has incentivised certain borrowers to opt for products that do not directly require principal repayment until the maturity of the mortgage loan. The most common mortgage loan types in The Netherlands are interest-only, savings, life and investment mortgage loans or a combination of these types. Under the interest-only, savings, life and investment types of mortgage loans no principal is required to be repaid during the term of the contract. Instead, except for interest-only mortgage loans, the borrower makes payments into a savings account, towards capital insurance or into an investment fund. Upon maturity, amounts available pursuant to the savings accounts, the insurance contract or the investment funds are applied to repay the mortgage loans. In addition, prepayment penalties are often incorporated into mortgage loan contracts, which in turn tends to lower prepayment rates in The Netherlands. Penalties are generally calculated as the net present value of the interest loss to the lender upon prepayment. Although the deductibility of mortgage interest is increasingly subject to restriction, there can be no assurance whether and to what extent those restrictions will increase rates of prepayment and/or repayment by Borrowers.

In The Netherlands, lower rates of prepayment and repayment of the principal amount outstanding on mortgage loans throughout the term of those loans means that the exposure of the Originators to the Borrowers of the Loans tends to remain high over time and that in the event of a default in payment by a Borrower, the Originator would be likely to suffer higher losses than on a mortgage loan subject to a higher rate or prepayment and/or repayment. The value of Transferred Receivables underlying the Covered Bonds is designed to reflect the risks associated with this exposure. Nonetheless, if and to the extent that the SB2 CBC must rely on the cashflow of the Loans to fund its obligation under the Guarantee, the relatively low rate of principal repayment may adversely impact the Transferred Assets' value realisation, and, consequently, the SB2 CBC's ability to meet fully and/or in a timely manner its obligations under the Guarantee.

Risk related to transfer of the Guarantee

Under Dutch law an independent guarantee like the Guarantee is in general considered to be an independent claim. It is not an accessory right (*afhankelijk recht*) and is unlikely to be an ancillary right (*nevenrecht*) that by operation of law follows the receivables it secures upon transfer thereof. The Issuer has been advised that under Dutch law, in the case of Bearer Covered Bonds, such an 'automatic' transfer of the Guarantee can be accomplished by ensuring that the Guarantee forms an integral part of the Covered Bonds. For this reason the Guarantee and the Covered Bonds will provide that the rights under the Guarantee (a) form an integral part of the Covered Bonds, (b) are of interest to a Covered Bondholder only if, to the extent that, and for so long as, it holds Covered Bonds and (c) can only be transferred together with all other rights under the relevant Covered Bond. The Issuer and the SB2 CBC have been advised that as a result, in case of a physical transfer of a Bearer Covered Bond, such transfer includes the corresponding rights under the Guarantee. In case of a transfer of a beneficial interest in a Global Covered Bond to a transferee by way of book-entry transfer (*girale overboeking*), such transfer includes the corresponding rights under the Guarantee subject to and in accordance with any applicable laws, rules and regulations of the relevant clearing system. For Registered Global Covered Bonds and Registered Definitive Covered Bonds (including Registered Definitive Covered Bonds issued pursuant to a Registered Covered Bonds Deed), the rights under the Guarantee are to be separately assigned, together with the corresponding rights under the relevant Registered Covered Bonds. Thus, under Dutch law transferees of beneficial interests in Global Covered Bonds or holders of Registered Covered Bonds may not have the benefit of the Guarantee unless the rights under such Guarantee have been properly transferred to them.

Risk relating to the WHOA when applied to the SB2 CBC

The Dutch legislator approved a bill for the implementation of a composition outside bankruptcy or moratorium of payments proceedings and is referred to as the Act on Confirmation of Extrajudicial Restructuring Plans (*Wet Homologatie Onderhands Akkoord*, "**CERP**" or "**WHOA**"). The WHOA entered into force on 1 January 2021. Under the WHOA, a proceeding somewhat similar to the chapter 11

proceedings under United States bankruptcy law and the scheme of arrangement under English bankruptcy laws, is available for companies in financial distress, where the debtor stays in possession and can offer a composition plan to its creditors (including secured creditors and shareholders) which is binding on them and changes their rights provided all conditions are met. The WHOA is not applicable to banks and insurers. A judge can, *inter alia*, refuse to accept a composition plan if an affected creditor who did not vote in favour of such composition plan and who will be worse off than in case of an insolvency so requests. If a proposal has been made or if the debtor undertakes to make a proposal within 2 months from the date it deposits a statement with the court that it has started to make such proposal, a judge may during such proceedings grant a stay on enforcement of a maximum of 4 months, with a possible extension of 4 months. During such period, *inter alia*, a pledgee of claims may not collect nor notify the borrowers in case of an undisclosed pledge. The new legislation also allows that group companies providing guarantees for the debtor's obligations are included in the plan, if (i) the relevant group companies are reasonably expected to be unable to pay their debts as they fall due, (ii) they have agreed to the proposed restructuring plan insofar as it concerns their obligations and (iii) the court has jurisdiction over the relevant group companies. A debtor may offer its creditors a composition plan which may also entail changes to the rights of any of its creditor. As a result thereof, it may well be that claims of creditors against the SB2 CBC can be compromised as a result of a composition if the relevant majority of creditors within a class vote in favour of such a composition. The WHOA can provide for restructurings that stretch beyond Dutch borders. Although the WHOA is not applicable to banks and insurers and seems inappropriate to be applied for the SB2 CBC with a view to the structure of the transaction and the security created under the Security, the WHOA when applied to the SB2 CBC could affect the rights of the Security Trustee under the Security and the Covered Bondholders under the Guarantee and therefore the Covered Bonds. The WHOA may also affect other counterparties of the SB2 CBC and/or the Security Trustee which may include the Originator and the Borrowers and, therefore, this may also impact the performance by such parties vis-à-vis the SB2 CBC and/or the Security Trustee and result in losses under the Covered Bonds as further described above under "*Reliance of the SB2 CBC on third parties*".

3. Risk Factors Regarding Asset Monitoring and Servicing

Maintenance of Transferred Assets

If the collateral value of the Transferred Assets has not been maintained in accordance with the terms of the Asset Cover Test or the Amortisation Test, then that may affect the realisable value of the Transferred Assets or any part thereof (both before and after the occurrence of a SB2 CBC Event of Default) and/or the ability of the SB2 CBC to make payments under the Guarantee.

Prior to the service of a Notice to Pay, the Asset Monitor shall, as soon as reasonably practicable following receipt of the relevant information, conduct agreed upon procedures on the arithmetic of the calculations performed by the Administrator in respect of the Asset Cover Test on the Calculation Date immediately preceding each anniversary of the Programme Date, i.e. once a year and will carry out such agreed upon procedures more frequently in certain circumstances. Following the service of a Notice to Pay, the Asset Monitor shall as soon as reasonably practicable following receipt of the relevant information be required to conduct the agreed upon procedures on the calculations performed by the Administrator on each Calculation Date in respect of each Amortisation Test. Such tests are limited in scope and provide no guarantee that the tests are met in all respects. This may therefore result in losses under the Covered Bonds.

Sale or refinancing of Selected Receivables

If an Issuer Event of Default has occurred and results in, among other things, a Notice to Pay being served on the SB2 CBC, the SB2 CBC may be obliged to sell or refinance Selected Receivables (selected on a random basis) in order to make funds available to the SB2 CBC to make payments to the SB2 CBC's creditors including to make payments under the Guarantee.

There is no guarantee that a buyer will be found to acquire Selected Receivables or that such Selected Receivables can be refinanced at the times required and there can be no guarantee or assurance as to the price or level of refinancing which may be able to be obtained, which may affect payments under the Guarantee.

If the SB2 CBC sells or refinances Selected Receivables in relation to the Earliest Maturing Covered Bonds or any other Series, it is not required to ensure that following such sale or refinancing the same proportion of the Transferred Assets related to the Covered Bonds is maintained as prior to such sale or refinancing, provided that (i) no more Selected Receivables will be sold or refinanced than are necessary for the estimated sale or refinancing proceeds to equal the relevant Adjusted Required Redemption Amount and (ii) the Amortisation Test is not breached following the sale or refinancing of the relevant Selected Receivables. Although the intention of the Amortisation Test is to ensure that the proportion of the Transferred Assets related to the Covered Bonds does not fall below a certain level, there can be no guarantee or assurance that, following any such sale or refinancing of Selected Receivables in relation to Earliest Maturing Covered Bonds or any other Series, there are sufficient Transferred Assets available to the SB2 CBC to make payments under, amongst other things, the Guarantee in respect of later maturing Covered Bonds. These factors could in turn adversely affect the ability of the SB2 CBC to meet its obligations under the Guarantee and this may lead to losses under the Covered Bonds.

Following the service of an Issuer Acceleration Notice and a Notice to Pay on the SB2 CBC, but prior to the service of a SB2 CBC Acceleration Notice, the SB2 CBC may be obliged to sell Selected Receivables to third party purchasers or refinance Selected Receivables, subject to a right of pre-emption enjoyed by the Originators pursuant to the terms of the Guarantee Support Agreement. In respect of any sale or refinancing of Selected Receivables to third parties, however, the SB2 CBC will not be permitted to give warranties or indemnities in respect of those Selected Receivables (unless expressly permitted to do so by the Trustee). There is no assurance that the Originators would give any warranties or representations in respect of the Selected Receivables. Any Representations or Warranties previously given by the Originators in respect of the Transferred Receivables may not have value for a third party purchaser or financier if the Originators are then subject to an Insolvency Proceeding. Accordingly, there is a risk that the realisable value of the Selected Receivables could be adversely affected by the lack of representations and warranties.

These factors could in turn adversely affect the ability of the SB2 CBC to meet its obligations under the Guarantee and this may lead to losses under the Covered Bonds.

Limited information of the Transferred Assets

Covered Bondholders will receive only limited statistics and other information in relation to the Transferred Assets, as set out in the Monthly Investor Reports which shall be prepared by the Administrator with assistance of the Servicer. Such information will not reflect any subsequent changes to the Portfolio between the relevant cut-off date for the preparation of such information and the relevant Issue Date. It is expected that the constitution of the Transferred Assets may constantly change due to, for instance:

- the Originators transferring additional and/or new types of Eligible Assets to the SB2 CBC;
- New Originators acceding to the Transaction and transferring Eligible Assets to the SB2 CBC;
- Originators re-acquiring Transferred Assets pursuant to their obligations, or right of pre-emption, under the Guarantee Support Agreement; and
- payments made by the debtors on the relevant Transferred Assets.

There is no assurance that the characteristics of new Eligible Assets will be the same as, or similar to, those of the Eligible Assets in the Portfolio as at the relevant Transfer Date. A change in the composition of the Transferred Assets may lower the quality and may result in a lower income received by the SB2 CBC than originally envisaged and this could ultimately lead to losses under the Covered Bonds.

If the appointment of the Servicer is subject to termination, this may result in servicing and custody interruptions

By acquiring the Eligible Receivables, the SB2 CBC is deemed to provide consumer credit, which is a licensable activity under the Wft. The SB2 CBC can rely on an exemption from this licence requirement,

if the SB2 CBC outsources the servicing of the Eligible Receivables and the administration thereof to an entity which is adequately licensed under the Wft to act as consumer credit offeror or intermediary and which complies with certain information duties towards the Borrowers. Pursuant to the Initial Servicing Agreement, the SB2 CBC outsources the servicing and administration of the Eligible Receivables to the Initial Servicer. If the Initial Servicing Agreement is subject to termination and the SB2 CBC is not able to appoint a New Servicer, the servicing and custody of the Transferred Receivables may be interrupted or otherwise adversely affected, which, in turn, may adversely affect the rights of the holders of the Covered Bonds.

4. Risk Factors Regarding the Swaps

A. Risks related to Swap Agreements

Risk related to the mismatches between income and liabilities

The SB2 CBC may, but is not required to, enter into any Total Return Swap or Interest Rate Swap to mitigate any mismatch possible in the rates of interest received on the Transferred Receivables (which may, for instance, include variable rates of interest, discounted rates of interest, fixed rates of interest or rates of interest which track a base rate) or the rates of interest or revenue payable on the other Transferred Assets, the Authorised Investments, the Substitution Assets and the balance of the AIC Account and the rate of interest and payable on the outstanding Covered Bonds. Any Interest Rate Swap may be entered into to hedge the risk (provided that there is such a risk) of any possible mismatch between the Agreed Base Reference Rate and the rate of interest payable under any Series.

Such Swaps may be insufficient to correct mismatches in the rates of interest and revenue on the Transferred Receivables or the rates of interest or revenue payable on the other Transferred Assets, the Authorised Investments, the Substitution Assets and the balance of the AIC Account and the rate of interest payable on the outstanding Covered Bonds, as well as other mismatches which may adversely affect the realisation value of the Transferred Receivables, and/or the SB2 CBC's ability to fulfil its obligations under the Guarantee. Any risks not hedged or not catered for in respect of any interest of the Covered Bonds will be borne by all the Covered Bondholders, which may result in losses under the Covered Bonds.

Default under Swap Agreements

If the SB2 CBC (or the Issuer on its behalf) fails to make timely payments of amounts due under any Swap, then it will have defaulted under that Swap and the relevant Swap Agreement may be terminated.

A Swap Agreement may govern the terms of one or more Total Return Swap(s) and/or one or more Interest Rate Swaps. There is no obligation for the SB2 CBC and the relevant Eligible Swap Provider to enter into a Swap Agreement for each Swap separately. Therefore, a default or termination event under a Swap Agreement could result in early termination of all Swaps governed by such Swap Agreement.

If a Swap Agreement terminates or a Swap Provider defaults in its obligations to make payments of amounts equal to the full amount to be paid to the SB2 CBC on the payment date under the relevant Swap Agreement, the SB2 CBC will be exposed to any changes in the relevant rates of interest. As a result, unless a replacement Swap Agreement is timely entered into, the SB2 CBC may have insufficient funds to make payments under the Guarantee. This may result in losses under the Covered Bonds.

Termination payments under Swap Agreements

If a Swap terminates, then the SB2 CBC may be obliged to make a termination payment to the relevant Swap Provider. There can be no assurance that the SB2 CBC will have sufficient funds available to make such a termination payment, nor can there be any assurance that the SB2 CBC will be able to enter into a replacement swap agreement, or if one is entered into, that the rating of the replacement swap counterparty will be sufficiently high to prevent a downgrade of the then current ratings of the Covered Bonds by the Rating Agencies.

If the SB2 CBC is obliged to make a termination payment under a Swap Agreement governing a Total Return Swap, such termination payment (which will be in an amount equal to the portion of such termination payment which is attributable to such Total Return Swap, if the relevant Swap Agreement also governs one or more Interest Rate Swaps) will rank ahead of amounts due under the Guarantee in respect of each Series, except where default by, or downgrade of, the relevant Swap Provider has caused the relevant Swap Agreement to terminate.

If the SB2 CBC is obliged to make a termination payment under a Swap Agreement governing an Interest Rate Swap, such termination payment (which will be (i) in an amount equal to the portion of such termination payment which is attributable to such Interest Rate Swap, but (ii) limited to the amount of the termination payment remaining (if any) after any termination payment which is attributable to a Total Return Swap, if the relevant Swap Agreement also governs one or more Total Return Swaps) will rank pari passu with interest amounts and, when the Post-SB2 CBC-Acceleration Notice Priority of Payments applies, in priority to interest and principal amounts due under the Guarantee in respect of each Series except where default by, or downgrade of, the relevant Swap Provider has caused the relevant Swap Agreement to terminate.

The obligation to make a termination payment other than arising from default by, or downgrading of, the Swap Provider, may adversely affect the ability of the SB2 CBC to meet its obligations under the Guarantee. This may lead to losses under the Covered Bonds.

Differences in timing of obligations of the SB2 CBC and Swap Providers

With respect to the Interest Rate Swaps, the SB2 CBC (or the Issuer on its behalf) may be obliged to make monthly payments to the relevant Swap Provider, whereas the relevant Swap Provider may not be obliged to make corresponding swap payments for up to twelve months. If the relevant Swap Provider does not meet its payment obligations to the SB2 CBC, the SB2 CBC may have a larger shortfall than it would have had if the relevant Swap Provider's payment obligations had coincided with SB2 CBC's payment obligations under the relevant Swap Agreement. Hence, the difference in timing between the obligations of the SB2 CBC and the relevant Swap Provider may affect the SB2 CBC's ability to make payments under the Guarantee. This may lead to losses under the Covered Bonds.

Consequence for hedged Series of unexpected default by relevant Swap Provider when Post-Notice-to-Pay Priority of Payments applies

If the Post-Notice-to-Pay Priority of Payments applies, it is funded on each SB2 CBC Payment Date by the Available Revenue Receipts and the Available Principal Receipts, which are amounts actually received by the SB2 CBC prior to such SB2 CBC Payment Date. In respect of Series whose Interest Payment Date falls during a SB2 CBC Payment Period, in order to avoid that amounts received by the SB2 CBC in respect of interest under any Interest Rate Swap need to be retained for application until the next SB2 CBC Payment Date, such amounts (for the avoidance of doubt excluding Swap Collateral Excluded Amounts and Swap Replacement Excluded Amounts) are credited to the Swap Interest Ledger. Amounts which are credited to the Swap Interest Ledger in a SB2 CBC Payment Period in respect of a particular Series, are (a) on-paid to the Trustee or the Principal Paying Agent to cover Scheduled Interest that is Due for Payment in such SB2 CBC Payment Period (other than on the day on which the SB2 CBC Payment Period commenced) under the Guarantee in respect of such Series or (b) in the event that there is an excess over such Scheduled Interest that is Due for Payment, for credit to the AIC Account Revenue Ledger.

When the Post-Notice-to-Pay Priority of Payments applies, there is a risk that, should a Swap Provider default in the performance of its obligation to pay to the SB2 CBC an amount of interest under any Interest Rate Swap, the corresponding Scheduled Interest that is Due for Payment in such SB2 CBC Payment Period under the Guarantee in respect of such Series cannot be paid from the Swap Interest Ledger.

An Interest Rate Swap Provider's default under an Interest Rate Swap Agreement with the SB2 CBC, when the Post-Notice-to-Pay Priority of Payments applies, presents a risk that interest payments due under the Guarantee in respect of the relevant hedged Series may not be paid timely and/or in full. This may lead to losses under the Covered Bonds.

B. Regulatory risks regarding to the Swaps

European Market Infrastructure Regulation

The SB2 CBC may, but is not required to, enter into Swap Agreement, which are bilateral over-the-counter ("OTC") derivative contracts. EMIR establishes certain requirements for OTC derivative contracts, including (i) mandatory clearing obligations, (ii) the mandatory exchange of initial and/or variation margin, (iii) other risk-mitigation techniques for OTC derivative contracts not cleared by a central counterparty and (iv) reporting requirements.

The Issuer does not expect the SB2 CBC to be or become subject to the margin requirements or the clearing obligation, as these only apply to certain financial counterparties and non-financial counterparties that (are deemed to) exceed the applicable clearing threshold (established on a group basis). Moreover, even if the SB2 CBC would at any time exceed the relevant clearing threshold, it may be able to rely on specific statutory exemptions for OTC contracts concluded with covered bond issuers or with cover pools for covered bonds. However, the possibility cannot be excluded that the SB2 CBC may in the future, whether as a result of changes to the legislation or group activity, qualify as a counterparty subject to the margin requirements or the clearing obligation and not be able to rely on any such exemption. This would lead to significantly more administrative burdens, higher costs and potential complications, for instance if the SB2 CBC will be required to enter into a replacement swap agreement or to amend the Swap Agreement, as the case may be, in order to comply with these requirements. A failure to comply with EMIR may result in fines being imposed on the SB2 CBC, which may affect the SB2 CBC's ability to make payments under the Guarantee. This may lead to losses under the Covered Bonds.

5. Risk Factors Regarding the Transferred Receivables, Set-off and Security Rights

A. Risks related to the Transferred Receivables and Related Security

Risk related to payments received by the Originator prior to notification to the Borrowers of the assignment of Transferred Receivables to the SB2 CBC

The Guarantee Support Agreement provides that the transfer of the Eligible Receivables will be effected through a silent assignment (*stille cessie*) by the relevant Originator to the SB2 CBC. This means that legal ownership of the Eligible Receivables will be transferred to the SB2 CBC by registration of a duly executed deed of assignment with the tax authorities (*Belastingdienst*), without notifying the debtors of such Eligible Receivables. The assignment will only be notified to the debtors if a Notification Event occurs. Notification is only necessary to achieve that the debtors can no longer discharge their obligations by paying to the relevant Originator.

As long as no notification of the assignment has taken place, any payments made by the debtors under the Transferred Receivables must continue to be made to the relevant Originator. In respect of payments which are made to an Originator prior to a Dutch Insolvency Proceeding of the relevant Originator and which are not on-paid to the SB2 CBC, the SB2 CBC will in the relevant Originator's Dutch Insolvency Proceedings be an ordinary, non-preferred creditor, having an insolvency claim. In respect of post-insolvency payments made by debtors to an insolvent Originator, the SB2 CBC will be a creditor of the estate (*boedelschuldeiser*) and will receive payment prior to (unsecured) creditors with ordinary claims, but after preferred creditors of the estate and after deduction of the general bankruptcy costs (*algemene faillissementskosten*), which may be material. There is therefore a risk that in respect of such payments the SB2 CBC will not receive the proceeds under the Transferred Receivables on time and in full or it will not receive the proceeds at all. As a result thereof, the SB2 CBC may have insufficient funds available to fulfil its payment obligations under the Guarantee and this may result in losses under the Covered Bonds.

Limited recourse to the Originators

The SB2 CBC and the Trustee have not undertaken and will not undertake any investigations, searches or other actions on any Receivable and have relied and will rely instead on the Representations and Warranties

given in the Guarantee Support Agreement by the relevant Originators in respect of the Transferred Receivables.

If any Transferred Receivable does not materially comply with any of the Eligibility Criteria as at the Transfer Date of that Transferred Receivable or is or becomes a Defaulted Receivable, then such Transferred Receivables will be excluded from the Asset Cover Test and the Amortisation Test. Such exclusion in principle means that the outcome of the Asset Cover Test and the Amortisation Test will be lowered (save to the extent further Eligible Assets are transferred to the SB2 CBC under or pursuant to the Guarantee Support Agreement). If the Originators in such case do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. This may result in the SB2 CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

There is no further recourse to the relevant Originator in respect of a breach of a Representation or Warranty. There is no other recourse to the assets of the Originators if an Issuer Event of Default occurs or a SB2 CBC Event of Default occurs (save as is generally the case insofar as the assets of the Issuer for its obligations under the Covered Bonds are concerned).

Risks in respect of NHG Guarantees and Municipality Guarantee

Certain Eligible Receivables have the benefit of an NHG Guarantee or a Municipality Guarantee. Pursuant to the terms and conditions of the NHG Guarantee and the Municipality Guarantee, the "Stichting Waarborgfonds Eigen Woningen" ("WEW") or the relevant municipality, respectively, has no obligation to pay any loss (in whole or in part) incurred by a lender after a private or a forced sale of the mortgaged property if such lender has not complied with the terms and conditions of the NHG Guarantee or the Municipality Guarantee, as the case may be. Under or pursuant to the Guarantee Support Agreement, each Originator warrants and represents in relation to any of its Eligible Receivables which is secured by an NHG Guarantee or a Municipality Guarantee that:

- (i) the Municipality or NHG Guarantee, as the case may be, is granted for the full amount of the relevant Receivable outstanding at origination, and constitutes legal, valid and binding obligations of the WEW or the relevant municipality (*gemeente*), enforceable in accordance with such NHG Guarantee's terms or Municipality Guarantee's terms;
- (ii) (a) in the case of an NHG Guarantee, all terms and conditions (*Voorwaarden en Normen*) applicable to the "Nationale Hypotheek Garantie" at the time of origination of the related Loans were complied with or (b) in the case of a Municipality Guarantee, all conditions (*voorwaarden*) set forth in any laws, rules or regulations applicable to the Municipality Guarantee have been fulfilled; and
- (iii) the relevant Originator is not aware of any reason why any claim under any NHG Guarantee or Municipality Guarantee, if applicable, in respect of the relevant Receivable should not be met in full and in a timely manner.

Furthermore, if an Eligible Receivable transferred by an Originator to the SB2 CBC no longer has the benefit of a Municipality Guarantee or an NHG Guarantee as a result of any action taken or omitted to be taken by the relevant Originator, the Administrator or the Servicer, and, as a consequence thereof, such Transferred Receivable would not qualify as an Eligible Receivable if it were tested against the Eligibility Criteria at that time, then the relevant Originator is obliged under the Guarantee Support Agreement to request a retransfer of the relevant Transferred Receivable in accordance with the Guarantee Support Agreement.

The terms and conditions of a Municipality Guarantee and an NHG Guarantee (irrespective of the type of redemption of the mortgage loan) stipulate that the guaranteed amount is reduced on a monthly basis by an amount which is equal to the amount of the monthly repayments plus interest as if the mortgage loan were to be repaid on a thirty year annuity basis. The actual redemption structure of an Eligible Receivable can be different. Furthermore, for mortgage loans originated after 1 January 2014, the mortgage lender is

obliged to participate for 10 per cent. in any loss claims made under the NHG Guarantee. The lender is not entitled to recover this amount from the borrower. The foregoing may result in the lender not being able to fully recover any loss incurred from the WEW or the relevant municipality under the Municipality or NHG Guarantee and consequently, in the SB2 CBC having insufficient funds to meet its obligations under the Guarantee and ultimately to losses under the Covered Bonds. See Section 3.5 (*Municipality / NHG Guarantee Programme*) below for further information on the WEW, the NHG Guarantee and the Municipality Guarantee.

Risk that the Mortgages on long leases cease to exist

Certain Eligible Receivables are secured by a mortgage on a long lease (*erfpacht*). A long lease will, among other things, end as a result of expiration of the long lease term (in case of lease for a fixed period), or termination of the long lease by the leaseholder or the landowner. The landowner can terminate the long lease in the event the leaseholder has not paid the remuneration due for a period exceeding two consecutive years or seriously breaches other obligations under the long lease. In case the long lease ends, the landowner will have the obligation to compensate the leaseholder. In such event the mortgage will, by operation of law, be replaced by a pledge on the claim of the (former) leaseholder on the landowner for such compensation. The amount of the compensation will, among other things, be determined by the conditions of the long lease and may be less than the market value of the long lease. In addition, after the expiration of the long lease term, the remuneration (*canon*) due may be increased unless the remuneration due has been fixed. Such increase may be material and could increase the risk of non-payment by the Borrower.

In cases where a mortgage is vested on long lease, a paragraph is added to the relevant mortgage deed, providing that the relevant loan becomes immediately due and payable in the event the long lease is terminated or the leaseholder has not paid the remuneration or seriously breaches other obligations under the long lease. When underwriting a loan to be secured by a mortgage on a long lease, the relevant Originator has taken into consideration the conditions of the long lease, including the term thereof in comparison to the proposed term of the loan.

If the long lease terminates, there is a risk that the Borrower does not repay the Mortgage Loan. In such case, the Mortgage may be enforced and there is a risk that the foreclosure value of a Property after termination of the long lease or with a higher remuneration, may be less than the market value prior to such termination or increase and may affect the realisable value of the Transferred Receivables, which could subsequently affect the ability of the SB2 CBC to make payments under the Guarantee and in turn could lead to losses under the Covered Bonds.

Risk that interest rate reset rights will not follow the Transferred Receivables

The Issuer has been advised that it is uncertain whether any interest reset right will transfer to the SB2 CBC with the assignment of the relevant Receivable. If such interest reset right remains with the relevant Originator despite the assignment, this means that in case the relevant Originator becomes subject to a Dutch Insolvency Proceeding, the co-operation of the liquidator in insolvency would be required to reset the interest rates (unless such right is transferred to the SB2 CBC prior to the Dutch Insolvency Proceeding taking effect, but this may require the co-operation of the Borrower). It should be noted that such interest reset right can only be exercised after notification of the assignment to the relevant Borrower and the SB2 CBC will be bound by applicable law, such as principles of reasonableness and fairness, the right of the Borrower to invoke all defences available, specific duty of care obligations (which may include a limitation on the maximum interest rate that can be set in respect of the relevant Receivable), and the Lending Criteria relating to the reset of interest rates. The Issuer has been advised that the above applies also in case of a pledgee (e.g. the Trustee) exercising its pledge over the relevant Receivables. As a consequence, the SB2 CBC may not receive sufficient interest to meet its obligations under the Guarantee in full and/or in time, which could in turn lead to losses under the Covered Bonds.

Risk that prepayments affect the ability of the SB2 CBC to make payments under the Guarantee

The rate of prepayment of Loans is influenced by a wide variety of economic, social and other factors, including prevailing market interest rates, changes in tax laws (including but not limited to amendments to mortgage interest tax deductibility), local and regional economic conditions and changes in Borrower's behaviour (including but not limited to home-owner mobility). No assurance can be given as to the level of prepayment that the Loans granted pursuant to the Loan Agreements may experience, and variation in the rate of prepayments of principal on the Loans granted pursuant to the Loan Agreements may affect the ability of the SB2 CBC to realise sufficient funds to make payments under the Guarantee.

Interest rate averaging may have a downward effect on the interest to be received on the relevant Loans and decrease the SB2 CBC's interest proceeds from the Transferred Receivables, thereby adversely affecting the SB2 CBC's ability to meet fully and/or timely its obligations under the Guarantee

Subject to certain conditions, the Originator offers 'interest rate averaging' (*rentemiddeling*) to Borrowers for Loans. The Originator and Borrowers can agree to a fixed interest rate for a certain period of time (*rentevaste periode*). If the interest rates drop during the fixed interest period, a Borrower can ask for 'interest rate averaging'. In short, the agreed interest rate will be compared to the current interest rate and the Originator will calculate the loss of income for the remaining original fixed interest period. A new interest rate will be calculated on the basis of the current interest rate and offer this new interest rate to the Borrower for a new fixed interest period, increased by a compensation for the loss of income due to the 'interest rate averaging' and an increase in the event the Borrower moves to a new Property before the end of this new fixed interest period.

Pursuant to the entry into force of the Mortgage Credit Directive on 14 July 2016, prepayment penalties may not exceed the financial loss incurred by the provider of the mortgage loan. In view of the new regulation the AFM investigated the calculation method for, and the prepayment penalties charged by different providers of mortgage loans. As a result, the AFM published guidelines on 20 March 2017 with principles for calculating the prepayment penalty that may be charged in case of a prepayment of a mortgage loan (*Leidraad Vergoeding voor vervroegde aflossing van de hypotheek*).

Although the aforementioned AFM guidelines do not directly apply to interest rate averaging, the AFM expects providers of mortgage loans to act in the best interest of the borrower. Furthermore, the AFM announced that it will investigate whether providers of mortgage loans always act in accordance with the borrowers' interest. In this respect, the AFM could decide to argue for adjustment of the legislation concerning interest rate averaging.

Despite the compensation for 'interest rate averaging', this new interest rate may have a downward effect on the interest to be received on the relevant Loans as it remains uncertain how long a Borrower will remain in the same Property during the new fixed interest period. As a result, interest rate averaging may decrease the SB2 CBC's interest proceeds from such Transferred Receivables, thereby adversely affecting the SB2 CBC's ability to meet fully and/or timely its obligations under the Guarantee, which could in turn lead to losses under the Covered Bonds.

Changes to tax deductibility of interest may result in an increase of defaults under the Loans

As of 1 January 2013, interest deductibility in respect of newly originated mortgage loans is only available in respect of mortgage loans which amortize over 30 years or less and are repaid on at least an annuity basis.

In addition to these changes further restrictions on the interest deductibility have entered into force as of 1 January 2014. The tax rate against which the mortgage interest may be deducted will be gradually reduced as of 1 January 2014 with 0.5 per cent. point per year (2019:49 per cent.).

From 2020 the decrease of the maximum interest deductibility for mortgage loans will be accelerated and will decrease with 3 per cent. annually from 46 per cent. in 2020 down to 37.05 per cent. in 2023. This may have an adverse effect on tax deductibility of interest and other factors relevant in relation to the mortgage loans. Other tax measures have also been announced which may also have an impact.

These changes and any other or further changes in the tax treatment could have an effect on, amongst other things, house prices and the rate of recovery on mortgage loans for mortgage loan providers (including the Initial Originator) and may result in an increase of defaults, prepayments and repayments of mortgage loans (including Loans).

Accordingly, defaults on Loans in relation to Transferred Receivables due to changes in Dutch tax laws with respect to deductibility of interest payments may decrease the SB2 CBC's proceeds from such Transferred Receivables, thereby adversely affecting the SB2 CBC's ability to meet fully and/or in a timely manner its obligations under the Guarantee, which could in turn lead to losses under the Covered Bonds.

Changes to the Lending Criteria of the Originators may affect the quality and value of the Receivables

Each of the Receivables originated by each Originator will have been originated in accordance with its Lending Criteria at the time of origination. It is expected that each Originator's Lending Criteria will generally consider the type of Property, term of loan, age of applicant, the loan-to-value ratio, loan-to-income ratio, mortgage indemnity guarantee policies, high loan-to-value fees, status of applicants and credit history. In the event of a transfer of Receivables by an Originator to the SB2 CBC, each Originator will warrant only that such Receivables were originated in accordance with such Originator's Lending Criteria applicable at the time of origination. Each Originator retains the right to revise its Lending Criteria from time to time, provided that it acts as a Reasonable Prudent Lender. If the Lending Criteria change in a manner that affects the creditworthiness of the Receivables, that may lead to increased defaults by Borrowers and may affect the realisable value of the Transferred Receivables, or part thereof, and the ability of the SB2 CBC to make payments under the Guarantee, which could in turn lead to losses under the Covered Bonds.

Weak economic conditions and declining property values may result in losses under the Loans

To the extent that The Netherlands experiences weak economic conditions and housing markets, either generally or in specific housing regions or segments, the risks relating to repayment by Borrowers under the Loans may increase. The economy of The Netherlands is dependent on a mixture of industries. Any downturn in the economy generally or in a particular industry may adversely affect Dutch employment levels and consequently the repayment ability of Dutch borrowers. In addition, declining property values associated with weak economic conditions and housing markets will result in a decline in the value of those properties subject to the Mortgages securing the Transferred Receivables. No assurance can be given that values of those properties have remained or will remain at the level at which they were on the date of origination of the related Loans. A decline in value may result in losses to Covered Bondholders if such security underlying those mortgage rights is required to be enforced, particularly in respect of Loans not requiring principal repayment until maturity of those Loans. If the SB2 CBC is required to pay under the Guarantee, a decline in value may result in losses to the Covered Bondholders if the relevant security rights on the underlying Properties are required to be enforced.

Property valuations may not accurately reflect the value or condition of the mortgaged Property and actual foreclosure proceeds may be lower than the estimated foreclosure value

In general, valuations relating to mortgaged property represent the analysis and opinion of the person performing the valuation at the time the valuation is prepared and are not guarantees of, and may not be indicative of, present or future value of that mortgaged Property. There can be no assurance that another person would have arrived at the same valuation, even if such person used the same general approach to, and same method of, valuing the property. For a description of the valuation procedures applied as of April 2018 to Loans originated by the Initial Originator, see "Collateral" under paragraph 3.6 (*Origination and Servicing by Initial Originator*).

Valuations (including those based on the WOZ valuation applied by the Dutch tax authorities) are obtained in connection with the origination of the Loans and are sought to establish the amount a typically motivated buyer would pay a typically motivated seller at the time they were prepared. Such amount could, however, be significantly higher than the amount actually obtained from the sale of the mortgaged Property underlying the Loan under a distressed or liquidation sale. In addition, property values may have declined

since the time the valuations were obtained, and therefore the valuations may no longer be an accurate reflection of the current market value of the Property securing the relevant Loan. Furthermore, differences may exist between valuations due to the subjective nature of valuations and appraisals, particularly between different appraisers performing valuations at different points in time.

For the purpose of the Asset Cover Test, the value of underlying properties is estimated in accordance with the Automated Valuation Model. Estimations on the basis of the Automated Valuation Model are made no more than 18 months before the date of each calculation of the Asset Cover Test. Despite the age of the estimation on the basis of the Automated Valuation Model being less than 18 months, realisable property values may be different from the values estimated and therefore the valuations may not be an accurate reflection of the current market value of the Property securing the relevant Loan.

As a result, both in relation to the valuation obtained at origination and the valuation on the basis of the Automated Valuation Model, there can be no assurance that, upon enforcement, all amounts owed by a Borrower under a Loan can be recovered from the proceeds of a forced sale of the Property securing the relevant Loan or that the proceeds upon foreclosure will be at least equal to the estimated appraisal foreclosure value of such Property, which in turn may result in losses to Covered Bondholders.

The ability of the SB2 CBC to meet its obligations under the Guarantee will depend solely on the proceeds of the Transferred Assets, the receipt of which is dependent on performance by the Borrowers of the related payment obligations under the Transferred Receivables and the value of the Properties

Upon service of a Notice to Pay on the SB2 CBC (provided (a) an Issuer Event of Default has occurred and an Issuer Acceleration Notice has been served and (b) no SB2 CBC Acceleration Notice has been served), the SB2 CBC is expected to make payments under the Guarantee. The ability of the SB2 CBC to meet its obligations under the Guarantee will depend solely on the proceeds of the Transferred Assets. In this respect it should be noted that Borrowers may default on their obligations due under the Transferred Receivables. Defaults may occur for a variety of reasons. The Transferred Receivables are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments, government policies, epidemics and pandemics (like the COVID-19 crisis). Other factors in Borrowers' individual, personal or financial circumstances may affect the ability of Borrowers to make the required payments under the Transferred Receivables. Loss of earnings, illness, divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies (*faillissementen*) of Borrowers or the Borrowers becoming subject to the debt rescheduling arrangements (*schuldsaneringsregelingen*), and could ultimately have an adverse impact on the ability of Borrowers to make the required payments under the Transferred Receivables. In addition, the ability of a Borrower to sell a Property at a price sufficient to repay the amounts outstanding under that Transferred Receivable will depend upon a number of factors, including the availability of buyers for that Property, the value of that Property and property values in general at the time.

The above factors will affect ability of the SB2 CBC to make payments under the Guarantee, which could in turn lead to losses under the Covered Bonds.

Underwriting guidelines may not identify or appropriately assess repayment risks

The Loans have been originated by the Originators pursuant to certain established underwriting guidelines. In accordance with the Code of Conduct on mortgage financing (*gedragcode hypothecaire financieringen*) and the regulatory restrictions in effect at the time of origination of a Loan, these underwriting guidelines allow for exceptions subject to further credit analysis. Although these underwriting guidelines and any further credit analysis have been designed to identify and appropriately assess the repayment risks associated with the origination of the Loans, there can be no assurance that the interest and principal payments due on a Loan will be repaid when due, or at all, or whether the value of the Property securing the relevant Loan will be sufficient to otherwise provide for recovery of such amounts. To the extent exceptions were made to the Originator's underwriting guidelines in originating a Loan, despite the

performance of a further credit analysis as required for an exception to be made, those exceptions may increase the risk that principal and interest amounts may not be received or recovered and compensating factors, if any, which may have been the premise for making an exception to the underwriting guidelines, may not in fact compensate for any additional risk. Any increased risk that principal and interest amounts may not be received or recovered in respect of the Loans increases the risk that the SB2 CBC is unable to make payments under the Guarantee which in turn increases the risk of losses for Covered Bondholders.

Risk that New Originators have different Lending Criteria

The Issuer may propose that any subsidiary (*dochtermaatschappij*) of ING Groep N.V. (ING Groep N.V. together with all its subsidiaries from time to time, the "**ING Group**") will become a New Originator and be allowed to transfer Eligible Assets to the SB2 CBC. However, this would only be permitted if the conditions precedent relating to New Originators acceding to the Programme are met in accordance with the Programme Agreement, including Rating Agency Confirmation.

Any Receivables originated by a New Originator will have been originated in accordance with the Lending Criteria of the New Originator, which may differ from the Lending Criteria of Receivables originated by the Initial Originator. If the Lending Criteria differ in a way that affects the creditworthiness of the Receivables, that may lead to increased defaults by Borrowers and may affect the realisable value of the Transferred Receivables or any part thereof or the ability of the SB2 CBC to make payments under the Guarantee. This could in turn lead to losses under the Covered Bonds.

When exercising the SB CBC's rights as assignee of Transferred Receivables, including the enforcement of mortgages and pledges securing such Transferred Receivables, the SB2 CBC (or the Servicer acting on its behalf) may have a special duty of care towards Borrowers (and third party security providers)

The assignment of Transferred Receivables from an Originator to the SB2 CBC does not result in a change of such Transferred Receivables or the respective terms thereof, and the debtor of the Transferred Receivables (i.e. the Borrower) may invoke all defences against the SB2 CBC which it had against the relevant Originator. This means that the SB2 CBC (or the Servicer acting on its behalf), when exercising its rights as assignee of Transferred Receivables, including the enforcement of mortgages and pledges securing such Transferred Receivables, is bound to the terms applicable to the Transferred Receivables, and the relevant Borrower can invoke defences against the SB2 CBC which it would otherwise be able to invoke against the relevant Originator, such as defences based on duty of care obligations of the relevant Originator owed by it at the time of origination of the Transferred Receivable. The terms applicable to the Transferred Receivables must, amongst other things, be determined by such duty of care obligations. Also, general principles of Dutch contract law (such as reasonableness and fairness principles) govern the relationship between the SB2 CBC and the relevant Borrower as a result of which a special duty of care may apply to the SB2 CBC (or the Servicer acting on its behalf) when exercising its rights in respect of the Transferred Receivable (see for example the paragraph above entitled "*Risk that interest rate reset rights will not follow the Transferred Receivables*") or enforcing the mortgages and pledges securing such Transferred Receivable (for example, in enforcing the same the legitimate interests of the Borrower (or any third party security provider) may need to be taken into account which would otherwise have to be taken into account by the Originator as bank or credit provider). This could affect the rights of the SB2 CBC (or the Trustee as pledgee of Transferred Receivables) in respect of the Transferred Receivables and, as a consequence, adversely affect the SB2 CBC's ability to fulfil fully and/or timely its obligations under the Guarantee.

B. Set-off risks and other defences that may affect the proceeds under the Transferred Receivables

Set-off by Borrowers may affect the proceeds under the Transferred Receivables

Notwithstanding the assignment and pledge of the Eligible Receivables to the SB2 CBC and Trustee, respectively, the Borrowers may be entitled to set off the relevant Eligible Receivable against a claim (if any) they may have against the relevant Originator, such as (i) counterclaims resulting from a current account relationship, (ii) counterclaims resulting from securities issued by the relevant Originator (e.g. *ING Garantiebiljetten*), (iii) counterclaims resulting from damages incurred by a Borrower as a result of acts

performed by the relevant Originator, and (iv) other counterclaims such as counterclaims (a) relating to a Construction Deposit, (b) resulting from deposits that pursuant to the terms of a relevant Investment Loan have been made by the Borrower in a savings account maintained in his name with the relevant Originator which is connected to his securities account, deposits that pursuant to the terms of a relevant Bank Savings Loan have been made by the Borrower in the related Bank Savings Account or deposits that have been made by the Borrower in any other account maintained in his name with the relevant Originator (see, for example, also under 2 of the paragraph named "*Risk of set-off or defences by Borrowers in the event of an insolvency of insurers*" below), (c) relating to an employment agreement with the Borrower as employee, and (d) resulting from a Loan Agreement pertaining to a Revolving Credit Loan (for example because of non-compliance by the relevant Originator with its obligations under the relevant Loan Agreement).

In the absence of contractual provisions expanding statutory set-off possibilities, mutuality of claims is one of the requirements for set-off to be allowed: the parties, mutually, have to be each other's creditor and debtor. Following an assignment of an Eligible Receivable by an Originator to the SB2 CBC, the relevant Originator would no longer be the creditor of the Eligible Receivable. However, for as long as the assignment has not been notified to the relevant Borrower, the Borrower remains entitled to set off the Eligible Receivable as if no assignment had taken place. After notification of the assignment or pledge, the relevant Borrower can still invoke set-off pursuant to article 6:130 of the Dutch Civil Code. On the basis of such article a Borrower can invoke set-off against the SB2 CBC (and the Trustee as pledgee) if the Borrower's claim *vis-à-vis* the relevant Originator (if any) stems from the same legal relationship as the Eligible Receivable (such as the Borrower's right to receive payments from the Bank Savings Account stemming from the same legal relationship as the related Bank Savings Receivable) or became due and payable before the notification. In addition, the possibility cannot be excluded that on the basis of an analogous interpretation of article 6:130 of the Dutch Civil Code, a Borrower will be entitled to invoke set-off against the SB2 CBC (or the Trustee) if prior to the notification, the Borrower was either entitled to invoke set-off against the relevant Originator (e.g. on the basis of article 53 of the Dutch Bankruptcy Act) or had a justified expectation that he would be entitled to such set-off against the relevant Originator.

Some of the standard form mortgage documentation provide for a waiver by the Borrower of his rights of set-off *vis-à-vis* the relevant Originator. However, the waiver of set-off by a Borrower could be voided pursuant to Dutch contract law and may therefore not be enforceable. Some of the standard form mortgage documentation provide for a right for the Borrower to, subject to certain conditions, set off claims it may have *vis-à-vis* the relevant Originator with claims that relevant Originator has *vis-à-vis* the Borrower pursuant to the relevant Loan. The Guarantee Support Agreement provides that if a Borrower sets off or set off is applied by operation of law in relation to amounts due to it by an Originator against the relevant Transferred Receivable, the relevant Originator will pay to the SB2 CBC an amount equal to the amount so set-off. The SB2 CBC therefore incurs a credit risk on the relevant Originator, which may lead to losses under the Covered Bonds.

In addition, an amount calculated on the basis of a method notified to the Rating Agencies in connection with the possible set-off pertaining to Deposit Amounts will be deducted for the purpose of the Asset Cover Test if the Issuer's credit rating from a relevant Rating Agency falls below the relevant minimum ratings. In relation to each Transferred Receivable to which a Construction Deposit applies, an amount equal to the amount of the Construction Deposit will be deducted for the purpose of the Asset Cover Test and the Amortisation Test. Likewise, in relation to each Bank Savings Receivable, amounts standing to the credit of the related Bank Savings Account will be deducted for the purpose of the Asset Cover Test and the Amortisation Test (unless it concerns a Relevant Receivable, in which case an amount equal to the relevant Participation is already deducted as part of the definition of Net Outstanding Principal Balance). Such deductions in principle mean that the outcome of the Asset Cover Test and the Amortisation Test will be lowered each time further deposits are made by the relevant Borrower (save to the extent further Eligible Assets are transferred to the SB2 CBC under or pursuant to the Guarantee Support Agreement). If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. This may result in the SB2 CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

In respect of Bank Savings Loans, amounts standing to a Bank Savings Account will if the deposit guarantee scheme is activated in respect of the Bank by DNB or the Bank is declared bankrupt (*failliet*), by operation of law, be set-off against the related Bank Savings Loan, irrespective of whether the Bank Savings Loan is owed to the Bank or a third party, such as an Originator or the SB2 CBC.

To mitigate the set-off risk relating to Bank Savings Receivables the Bank will enter into a Master Sub-Participation Agreement prior to the first transfer of Bank Savings Receivables to the SB2 CBC in accordance with the Guarantee Support Agreement.

Pursuant to a Master Sub-Participation Agreement relating to any Bank Savings Receivable, an Initial Settlement Amount and Further Settlement Amounts will be payable by the Bank as Participant to the SB2 CBC in return for a Participation. If the relevant Borrower invokes set-off, or set-off is applied by operation of law, in relation to any amount standing to the credit of the relevant Bank Savings Account as against any Transferred Receivable (such amount for which set-off is invoked or applied, the "**Bank Savings Set-Off Amount**"), and, as a consequence thereof, the SB2 CBC will not have received such amount in respect of such Participation Receivable, the relevant Participation of the Bank will be reduced by an amount equal to such Bank Savings Set-Off Amount. Unless and until (i) both an Issuer Acceleration Notice and a Notice to Pay are served or (ii) a SB2 CBC Acceleration Notice is served, all amounts expressed to be payable by or to the SB2 CBC under the relevant Master Sub-Participation Agreement, shall instead be payable by or to the Issuer for its own account in accordance with the Pre-Notice-to-Pay Priority of Payments. However, if (i) an Issuer Acceleration Notice and a Notice to Pay are served or (ii) a SB2 CBC Acceleration Notice is served, all Initial Settlement Amounts and Further Settlement Amounts will be collected by or on behalf of the SB2 CBC and be applied in accordance with the Post-Notice-to-Pay Priority of Payments or Post-SB2 CBC-Acceleration-Notice Priority of Payments, as the case may be. For the purpose of the Asset Cover Test and the Amortisation Test, the Net Outstanding Principal Balance of the relevant Transferred Receivable will be taken into account, meaning in relation to Bank Savings Receivables that an amount equal to the relevant Participation will be deducted. Such deductions in principle mean that the outcome of the Asset Cover Test and the Amortisation Test will be lowered each time further deposits are made by the relevant Borrower (save to the extent further Eligible Assets are transferred to the SB2 CBC under or pursuant to the Guarantee Support Agreement). If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. This may result in the SB2 CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

Risk of set-off or defences by Borrowers in connection with Construction Deposits

Certain Eligible Receivables result from a mortgage loan agreement under which the relevant Borrower has requested part of the loan to be disbursed into a blocked deposit account, specifically opened in his name for such purpose, in anticipation of construction or improvement costs to be incurred by him at a later stage in connection with the Property (a "**Construction Deposit**"; *bouwdepot*). The intention is that when the applicable conditions are met, the Construction Deposit is applied towards the relevant construction or improvement costs of the Borrower and/or in repayment of the relevant part of the loan. In the Guarantee Support Agreement it is agreed that in cases as abovementioned, the full Eligible Receivable will be transferred to the SB2 CBC. The Construction Deposits are held with the relevant Originator. There is a risk that the relevant Originator becomes subject to an Insolvency Proceeding and that the relevant Originator cannot pay out the Construction Deposits. If this happens a Borrower may be allowed to set off his receivable in respect of the Construction Deposit against the related Transferred Receivable. To address this risk, it has been agreed in the Asset Monitor Agreement that an amount equal to the Construction Deposit will be deducted from the Current Balance of the Transferred Receivables for the purpose of the Asset Cover Test and the Amortisation Test. Set-off by Borrowers could affect the proceeds under the Transferred Receivables and as a result lead to losses under the Covered Bonds.

Risk of Set-off or defences by Borrowers relating to relationship with insurers

Some of the Eligible Receivables relate to a Loan Agreement which is connected to a Mixed Insurance Policy. The insurance agreement relates to a combined risk and capital insurance product. The Borrower of such an Eligible Receivable does not repay principal during the term of the relevant Loan, but instead,

apart from paying a risk premium, invests capital premium under the Mixed Insurance Policy which consists of a savings part and/or an investment part, as the case may be. The intention is that at maturity, the principal proceeds of the savings or investments (the "**Proceeds**") can be used to repay the Loan, in whole or in part, following pay-out of the Proceeds by the insurer. However, it is possible that the relevant insurer becomes subject to an Insolvency Proceeding or for any other reason does not (fully) pay out the Proceeds. In cases where the Proceeds are so lost and a Borrower is requested to repay the full principal amount of the relevant Loan, the Borrower may invoke defences purporting to establish that an amount equal to the lost Proceeds is deducted from the Transferred Receivable he owes to the SB2 CBC (the risk that such a defence is successfully invoked is hereinafter referred to as the "**Deduction Risk**").

This could lead to the SB2 CBC having insufficient funds to pay any amounts due under the Guarantee, which in turn could lead to losses under the Covered Bonds.

The Issuer has been advised that a Borrower's relationships with the relevant Originator and insurer, are in principle two separate relationships. The Issuer has been advised that under Dutch law generally a range of defences is available to the Borrower, but that in cases as described above, the Borrower's defence is likely to focus on information provided by or on behalf of an Originator which may have led the relevant Borrower to believe that he was not entering into two separate relationships. In this respect, a general factor which to a certain extent increases the Deduction Risk, is that all Borrowers are consumers, many of whom may have limited or no legal knowledge. On this basis the Issuer has been advised that insofar as the Deduction Risk is concerned, the products to which the Eligible Receivables relate can generally be divided into five categories:

1. *Products with no investment part and no Mixed Insurance Policy*

Certain Eligible Receivables do not relate to any investment product or Mixed Insurance Policy. The Issuer has been advised that, as a result, the Deduction Risk does not play a role for such Eligible Receivables. Under or pursuant to the Guarantee Support Agreement, each Originator warrants and represents in relation to any of its Eligible Receivables which is related to an Interest-Only Loan, an Annuity Loan, a Linear Loan, a Revolving Credit Loan or a Bank Savings Loan, that the relevant Receivable does not relate to any investment product or Mixed Insurance Policy.

2. *Products with investment part (and no Mixed Insurance Policy)*

Certain Eligible Receivables do not relate to any Mixed Insurance Policy but relate to a securities account agreement between the relevant Borrower and:

- an investment firm (*beleggingsonderneming*) in the meaning ascribed thereto in the Wft; or
- a bank in the meaning ascribed thereto in the Wft.

The securities account agreement provides for a securities account maintained in the name of the relevant Borrower with the relevant investment firm or bank. The Issuer has been advised that by law:

- the investment firm is obliged to administer (i) the securities through a bank (see the next paragraph) or a separate depositary vehicle (*bewaarinstelling*) or (ii) only securities the transfer of which is subject to the Wge (acting as intermediary (*intermediair*)); and
- the bank is obliged to administer (i) the securities through a separate depositary vehicle or (ii) only securities the transfer of which is subject to the Wge.

The Issuer has been advised that this means that the relevant Borrower is expected to be investing through a bankruptcy remote securities account, in which case the Deduction Risk does not play a

role in relation to such investments (assuming that any relevant investment firm and/or bank complies with the relevant statutory and contractual obligations). However, please see also the paragraph named "*Risks related to Loans linked with an investment product, i.e. Investment Loans, Life Loans and Hybrid Loans*" below. Under or pursuant to the Guarantee Support Agreement, each Originator warrants and represents in relation to any of its Eligible Receivables which is related to an Investment Loan, that (i) the relevant Receivable does not relate to any Mixed Insurance Policy and (ii) the relevant securities account is maintained in the relevant Borrower's name with an investment firm or bank as abovementioned.

The Issuer has been advised that for Eligible Receivables of this category in respect of which deposits have been made by the Borrower in (i) a savings account maintained in his name with the Bank which is connected to his securities account or (ii) any other account maintained in his name with the Bank, such Borrower may be entitled to set off the relevant Eligible Receivable against the claims he may have against the Bank in respect of such deposits made into his accounts even in circumstances where the Eligible Receivable is transferred to the SB2 CBC (see also the paragraph named "*Set-off by Borrowers may affect the proceeds under the Transferred Receivables*" above).

The Guarantee Support Agreement provides that if a Borrower sets off amounts due to him by an Originator against the relevant Transferred Receivable, the relevant Originator will pay to the SB2 CBC an amount equal to the amount so set-off. The SB2 CBC therefore incurs a credit risk on the relevant Originator, which may lead to losses under the Covered Bonds.

3. *Products with Mixed Insurance Policy where Borrower selects insurer*

Certain Eligible Receivables relate to a Mixed Insurance Policy between the relevant Borrower and an insurer chosen by the Borrower (and approved by the relevant Originator). The Mixed Insurance Policy provides for (a) a risk element for which risk premium is paid and (b) a capital element for which capital premium is paid and which consists of a savings part and/or an investment part, as the case may be. The insurer keeps the savings and/or investments in its own name. The Issuer has been advised that for Eligible Receivables of this category, the Deduction Risk cannot be excluded, as there may be specific circumstances which justify an erroneous impression with the relevant Borrower that he was not entering into two separate relationships. For example, (i) sales people or sales materials may have created an impression (or sales people may have allowed to subsist an apparent impression) with the Borrower that his payments of capital premium were 'as good as' repayments of the relevant loan or that the Borrower could not himself choose the relevant insurer and/or (ii) the insurance conditions may have been printed on the letterhead of, or otherwise contain eye catching references to, the relevant Originator (or *vice versa*). However, the Issuer has been advised that absent such specific circumstances, it is unlikely for the Deduction Risk to apply to Eligible Receivables of this category. As the Borrower selects an insurer of his own choice (subject to prior approval by the relevant Originator), this emphasises that it concerns two separate relationships.

Under or pursuant to the Guarantee Support Agreement, each Originator warrants and represents in relation to any of its Eligible Receivables which is related to a Life Loan falling under this category 3 that (i) the relevant Mixed Insurance Policy and the relevant Life Loan (other than a Life Loan in respect of which the related Mixed Insurance Policy is entered into by the Borrower with a Relevant Insurer) are not offered as one product and (ii) the relevant Borrowers are not obliged to enter into a Mixed Insurance Policy with an insurer which is a group company of the relevant Originator and are free to choose the insurer (subject to prior approval by the relevant Originator).

The Deduction Risk for Eligible Receivables relating to a Life Loan in respect of which the related Mixed Insurance Policy falls under this category 3 and is entered into by the Borrower with a Relevant Insurer will in relation to the SB2 CBC be catered for through the Asset Cover Test and the Amortisation Test. The outcome of the Asset Cover Test and the Amortisation Test will be negatively influenced each time when further capital/investment premiums are paid to the insurer

by the relevant Borrower (save to the extent further Eligible Assets are transferred to the SB2 CBC under or pursuant to the Guarantee Support Agreement). If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. This may result in the SB2 CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

4. *Products with Mixed Insurance Policy (but no switch element) where Originator pre-selects insurer*

Certain Eligible Receivables relate to a Mixed Insurance Policy between the relevant Borrower and an insurer pre-selected by the relevant Originator. The Mixed Insurance Policy provides for (a) a risk element for which risk premium is paid and (b) a capital element for which capital premium is paid and which consists of a savings part and/or an investment part, as the case may be. The insurer keeps the savings and/or investments in its own name. The Issuer has been advised that for Eligible Receivables of this category, the Deduction Risk cannot be excluded, as there may be specific circumstances which justify an erroneous impression with the relevant Borrower that he was not entering into two separate relationships. For example, sales people or sales materials may have created an impression (or sales people may have allowed to subsist an apparent impression) with the Borrower that his payments of capital premium were 'as good as' repayments of the relevant loan. The Issuer has been advised that, although such specific circumstances may be absent, in general there may still be a certain Deduction Risk for Eligible Receivables of this category. As the Borrower has no option to choose an insurer, this could, possibly with other circumstances, have led the Borrower to believe that he was not entering into two separate relationships. Other relevant circumstances include whether:

- the Loan Agreement and the Mixed Insurance Policy, respectively, or documents or general terms and conditions pertaining thereto, have been printed on the letterhead of, or otherwise contain eye catching references to, the insurer or the relevant Originator, respectively;
- the representative of the relevant Originator also represents the insurer (or *vice versa*), for example in taking care of the medical acceptance of the Borrower or otherwise in entering into, executing or carrying out the Mixed Insurance Policy or the Loan Agreement;
- the insurer is, or was when entering into the agreements, an affiliate of or otherwise associated with the relevant Originator; and/or
- as is the case in respect of Savings Loans, the interest base applicable to the savings is linked to the interest base applicable to the relevant Loan.

Under or pursuant to the Guarantee Support Agreement, each Originator warrants and represents in relation to any of its Eligible Receivables which is related to a Life Loan and a Mixed Insurance Policy where an insurer is pre-selected by the relevant Originator that (i) the relevant Mixed Insurance Policy and the relevant Life Loan (other than a Life Loan in respect of which the related Mixed Insurance Policy is entered into by the Borrower with a Relevant Insurer) are not offered as one product and (ii) the guaranteed yield of the capital/investment element under the Mixed Insurance Policy is not linked to the interest base applicable to the relevant Loan.

The Deduction Risk for Eligible Receivables relating to a Life Loan in respect of which the related Mixed Insurance Policy falls under this category 4 and is entered into by the Borrower with a Relevant Insurer will in relation to the SB2 CBC be catered for through the Asset Cover Test and the Amortisation Test. The outcome of the Asset Cover Test and the Amortisation Test will be negatively influenced each time when further capital/investment premiums are paid to the insurer by the relevant Borrower (save to the extent further Eligible Assets are transferred to the SB2 CBC under or pursuant to the Guarantee Support Agreement). The Deduction Risk will be catered for as follows in relation to Savings Loans.

4.1 *Deduction from Asset Cover Test and Amortisation Test*

Unless and until a Master Sub-Participation Agreement is in effect in relation to the relevant Savings Receivable, an amount calculated on the basis of a method notified to the Rating Agencies related to the relevant paid-in savings premium amounts will be deducted for the purposes of the Asset Cover Test and the Amortisation Test. Such a deduction in principle means that the outcome of the Asset Cover Test and the Amortisation Test will be negatively influenced each time when further savings premiums are paid to the insurer by the relevant Borrower (save to the extent further Eligible Assets are transferred to the SB2 CBC under or pursuant to the Guarantee Support Agreement). If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be breached. This may result in the SB2 CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

4.2 *Master Sub-Participation Agreement*

Each Originator undertakes in the Guarantee Support Agreement to use reasonable endeavours to procure that upon the occurrence of a Notification Event, a Master Sub-Participation Agreement is, or is put, in place between the relevant insurer and the SB2 CBC and signed for acknowledgement by the relevant Originator in relation to Savings Receivables. For as long as no Notification Event has occurred, a Master Sub-Participation Agreement may, if it concerns an MTA Receivable, be combined with a further master transfer agreement (a "**Further Master Transfer Agreement**") (see Section 3.7 (*Sub-Participation*) below for a further description of a Further Master Transfer Agreement).

Pursuant to a Master Sub-Participation Agreement relating to any Savings Receivable, an Initial Settlement Amount and Further Settlement Amounts will be payable by the relevant Participant to the SB2 CBC in return for a Participation. If the relevant Borrower invokes against the SB2 CBC that he may deduct lost Proceeds from the relevant Transferred Receivable, the relevant Participation of the relevant Participant (who would be in default under the relevant insurance policy) will be reduced with an amount equal to such lost Proceeds. Unless and until (i) both an Issuer Acceleration Notice and a Notice to Pay are served or (ii) a SB2 CBC Acceleration Notice is served, all amounts expressed to be payable by or to the SB2 CBC under the relevant Master Sub-Participation Agreement, shall instead be payable by or to the Issuer for its own account in accordance with the Pre-Notice-to-Pay Priority of Payments. However, if (i) an Issuer Acceleration Notice and a Notice to Pay are served or (ii) a SB2 CBC Acceleration Notice is served, all Initial Settlement Amounts and Further Settlement Amounts will be collected by or on behalf of the SB2 CBC and be applied in accordance with the Post-Notice-to-Pay Priority of Payments or Post-SB2 CBC-Acceleration-Notice Priority of Payments, as the case may be. For the purpose of the Asset Cover Test and the Amortisation Test, and, if implemented, the Portfolio Test, the Net Outstanding Principal Balance of the relevant Transferred Receivable will be taken into account, meaning in relation to Savings Receivables in respect of which a Master Sub-Participation Agreement is in effect, that an amount equal to the relevant Participation will be deducted.

4.3 *Master Transfer Agreement*

Certain Savings Receivables of the category described in this paragraph 4 (each a "**MTA Receivable**") are subject to an existing master transfer agreement between the relevant insurer and the relevant Originator (a "**Master Transfer Agreement**"). On the basis of such Master Transfer Agreement a part of the relevant Eligible Receivable is on a monthly basis transferred to the insurer against on-payment of the relevant savings premium. The Deduction Risk for MTA Receivables will be catered for as set out in this paragraph 4.3 only.

The existing Master Transfer Agreements fit into the Programme as follows: the part of the loan owed to the relevant Originator constitutes the Eligible Receivable to be transferred to the SB2 CBC, whereas the SB2 CBC will on a monthly basis retransfer part of the relevant Transferred

Receivable back to the relevant Originator, for on-transfer to the relevant insurer. The Guarantee Support Agreement and the Trust Deed provide that on-payments of savings premium received by the SB2 CBC as purchase price from the relevant Originator or the relevant insurer (on behalf of the relevant Originator), as the case may be, in connection with such retransfers under the Guarantee Support Agreement and any such Master Transfer Agreement will constitute principal proceeds in relation to, and for the purpose of, the relevant part of the Transferred Receivable and will on that basis be applied in accordance with the relevant Priority of Payments. Furthermore, the Guarantee Support Agreement provides that upon the occurrence of a Notification Event no further retransfers of MTA Receivables by the SB2 CBC to the relevant Originator for the purpose of on-transfer of such MTA Receivables by the relevant Originator pursuant to a Master Transfer Agreement will take place.

As a consequence of such indirect or, following the occurrence of a Notification Event, direct (re-)transfers to the insurer of Eligible Receivables secured by All-monies Security (or where applicable Fixed Security), the relevant All-monies Security (or where applicable Fixed Security) will become part of a joint estate (gemeenschap) of the insurer and the relevant Originator, or, as the case may be, SB2 CBC. As set out above (see further the paragraph above named "*Risk related to jointly-held All-monies Security by the Originators, the SB2 CBC and the Trustee*"), this means, among other things, that in the case of foreclosure of the All-monies Security (or where applicable Fixed Security), the insurer and the relevant Originator or, as the case may be, SB2 CBC in principle need to act jointly and share the proceeds *pro rata* on the basis of their respective shares in the joint estate whereas no intercreditor arrangements will be in place between the insurer and the relevant Originator or, as the case may be, SB2 CBC. The requirement to act jointly may cause delays, deadlocks and other difficulties in any such foreclosure proceedings.

The intention of a Master Transfer Agreement could be that if and to the extent that the relevant Borrower purports to deduct lost Proceeds from the aggregate principal outstanding amount of the loan, he would do so *vis-à-vis* the insurer by way of set-off. After all, the insurer would at that time be in default to pay out the Proceeds under the relevant insurance policy and would for an amount equal to the lost Proceeds be creditor of part of the loan. However, the Issuer has been advised that under Dutch law it may not be possible for the Borrower to invoke set-off *vis-à-vis* the relevant insurer, as the SB2 CBC would be the beneficiary of, and/or the holder of a notified right of pledge on, the right to receive the Proceeds under the relevant insurance policy. Even if this barrier to set-off is removed (e.g. by the SB2 CBC waiving such beneficiary rights and/or granting its consent as pledgee), the Borrower may still have the alternative to instead of invoking set-off *vis-à-vis* the insurer, invoke defences *vis-à-vis* the SB2 CBC purporting to establish that an amount equal to the lost Proceeds is deducted from the Transferred Receivable he owes to the SB2 CBC. In that sense there may still be a certain Deduction Risk for a Transferred Receivable of this category for which a Master Transfer Agreement is in place (whilst such Receivables would already have reduced as a result of the monthly retransfers in connection with the relevant Master Transfer Agreement).

Unless another solution is implemented to the satisfaction of the Rating Agencies, said Deduction Risk will be treated as follows in relation to MTA Receivables:

- as retransfers are carried out by the SB2 CBC in connection with the relevant Master Transfer Agreement, the principal amount of the relevant Transferred Receivable will gradually reduce. In addition, in relation to the abovementioned Deduction Risk pertaining to the so reduced Transferred Receivable, a deduction as described in paragraph 4.1 (*Deduction from Asset Cover Test and Amortisation Test*) above will take place for the purpose of the Asset Cover Test or the Amortisation Test; and
- each Originator undertakes in the Guarantee Support Agreement to use reasonable endeavours to procure that upon the occurrence of a Notification Event the relevant Master Transfer Agreement is terminated and replaced by a Master

Sub-Participation Agreement in relation to the relevant Savings Receivables between the SB2 CBC and the relevant insurer.

Notwithstanding the measures described in paragraph 4 above, the SB2 CBC may face difficulties in enforcing claims against relevant Borrowers in connection with Eligible Receivables relating to insurance policies where the Borrowers are to pay risk premiums and capital premiums to insurers pre-selected by the Originators if the relevant insurer becomes subject to an Insolvency Proceeding or for some other reason does not make payments in respect of the relevant Mixed Insurance Policy. Thus, the SB2 CBC's ability to meet its obligations under the Guarantee may be adversely affected. This may lead to losses under the Covered Bonds

5. *Products with Mixed Insurance Policy and switch element, where Originator pre-selects insurer*

Certain Eligible Receivables relate to a Mixed Insurance Policy between the relevant Borrower and an insurer pre-selected by the relevant Originator. The Mixed Insurance Policy provides for (a) a risk element for which risk premium is paid and (b) a capital element for which capital premium is paid and which consists of a savings part and/or an investment part, as the case may be. The Mixed Insurance Policies have a hybrid nature and allow the Borrowers to choose how the insurer should invest the investment part (from a list of approved investments, whether or not in baskets or combinations) and to request the insurer to switch between investments, in whole or in part. The Borrowers are allowed to choose whether they prefer a savings and/or investment part and to switch between the savings and/or investment part, in whole or in part. The relevant insurer keeps savings and/or investments in its own name. The Issuer has been advised that for Eligible Receivables of this category, the Deduction Risk cannot be excluded, as there may be specific circumstances which justify an erroneous impression with the relevant Borrower that he was not entering into two separate relationships. For example, sales people or sales materials may have created an impression (or sales people may have allowed to subsist an apparent impression) with the Borrower that his payments of capital premium were 'as good as' repayments of the relevant loan. The Issuer has been advised that, although such specific circumstances may be absent, in general there may still be a certain Deduction Risk for Eligible Receivables of this category. As the Borrower has no option to choose an insurer, this could, possibly with other circumstances, have led the Borrower to believe that he was not entering into two separate relationships. Other relevant circumstances include whether:

- the Loan Agreement and the Mixed Insurance Policy, respectively, or documents or general terms and conditions pertaining thereto, have been printed on the letterhead of, or otherwise contain eye catching references to, the insurer or the relevant Originator, respectively;
- the representative of the relevant Originator also represents the insurer (or *vice versa*), for example in taking care of the medical acceptance of the Borrower or otherwise in entering into, executing or carrying out the Mixed Insurance Policy or the Loan Agreement;
- the insurer is, or was when entering into the agreements, an affiliate of or otherwise associated with the relevant Originator; and/or
- to the extent premium consists of a savings element, the interest base applicable to the savings is linked to the interest base applicable to the relevant Loan.

Unless another solution is implemented to the satisfaction of the Rating Agencies, the Deduction Risk for this category of Eligible Receivables will in relation to the SB2 CBC be catered for through the Asset Cover Test and the Amortisation Test. The outcome of the Asset Cover Test and the Amortisation Test will be negatively influenced each time when further capital/investment premiums are paid to the insurer by the relevant Borrower (save to the extent further Eligible Assets are transferred to the SB2 CBC under or pursuant to the Guarantee Support Agreement). If the Originators do not transfer additional Eligible Assets if required under or pursuant to the Guarantee Support Agreement, the Asset Cover Test or the Amortisation Test, as the case may be, may be

breached. This may result in the SB2 CBC having insufficient funds available to meet its obligations under the Guarantee and this may result in losses under the Covered Bonds.

Risks related to Loans linked with an investment product, i.e. Investment Loans, Life Loans and Hybrid Loans

Some of the Eligible Receivables relate to a Loan Agreement which is connected to an investment product, i.e. Investment Loans, Life Loans and Hybrid Loans. The Borrower of such an Eligible Receivable does not repay principal during the term of the relevant Loan, but instead invests in the investment product (where applicable combined with a Mixed Insurance Policy). The intention is that at maturity, the principal proceeds of the investment can be used to repay the loan, in whole or in part. However, it is possible that the value of the investment will have reduced considerably and will be insufficient to repay the loan in full (such shortfall the "**Investment Loss**"). In addition to this general risk, there might in such circumstances be a risk that the Borrower successfully claims that he was not properly informed of the risks involved in making the investment and, for example, that therefore he may deduct an amount equal to the Investment Loss from the Transferred Receivable he owes to the SB2 CBC or he may claim a breach of contract (*wanprestatie*) or tort (*onrechtmatige daad*) or he may dissolve (*ontbinden*) or nullify (*vernietigen*) the relevant contract. This could lead to the SB2 CBC having insufficient funds to pay any amounts due under the Guarantee, which in turn could lead to losses under the Covered Bonds.

Some of the Eligible Receivables are linked to Mixed Insurance Policies with an investment element (*beleggingsverzekeringen*), i.e. Life Loans and Hybrid Loans. The Dutch insurance industry sold mixed insurance policies (such as the Mixed Insurance Policies) with an investment element to customers either directly or through intermediaries. Many Borrowers of Eligible Receivables took out Mixed Insurance Policies with an investment element from Relevant Insurers, some of which include (former) ING's affiliates. There may in certain circumstances be a risk that a Borrower successfully claims that he was not properly informed of the cost element applied by the insurer to the investment premiums paid by such Borrower and/or that the insurer did not properly perform the related insurance agreement in applying the cost element and in either case, for example, that therefore he may terminate the Mixed Insurance Policy (which in turn could affect the collateral granted to the Originator (e.g. Beneficiary Rights and rights of pledge in respect of such Mixed Insurance Policy) and trigger early termination of the related Loan) and/or deduct from, or set-off against, the Transferred Receivable he owes to the SB2 CBC an amount equal to any (additional) amount owed to him under or in respect of such Mixed Insurance Policy as a result of or in connection with such claim. Any such deduction or set-off risk may likely become more relevant in a scenario where the insurer and/or, depending on any involvement of the Initial Originator in the marketing and sale of the relevant Mixed Insurance Policy, the relevant Originator would be liable in connection with any successful claim of the Borrower, and the insurer and/or the Initial Originator would not indemnify the Borrower. Please see also the paragraphs named "*Set-off by Borrowers may affect the proceeds under the Transferred Receivables*" and "*Risk of set-off or defences by Borrowers in the event of an insolvency of insurers*".

Since the end of 2006, unit-linked products have received negative attention in the Dutch media, and from the Dutch Parliament, the AFM and consumer protection organisations. Costs of unit-linked products sold in the past are perceived as too high and Dutch insurers are in general being accused of being less transparent in their offering of such unit-linked products. The criticism on unit-linked products led to the introduction of compensation schemes by Dutch insurance companies that have offered unit-linked products. ING's (former) Dutch affiliates have issued, sold or advised on approximately one million individual unit-linked policies. There has been for some time, and there continues to be political, regulatory and public attention focused on the unit-linked issue in general. Elements of unit-linked policies are being challenged or may be challenged on multiple legal grounds in current and future legal proceedings. There is a risk that one or more of those legal challenges will succeed.

The Issuer has been advised that the above risks largely depend on which specific information has been provided to the relevant Borrower through sales people and/or sales materials and that in this respect it is also relevant whether applicable statutory and contractual duties, including statutory duties to provide information to prospective investors, have been complied with. Contrary to certain set-off risks described above under "*Set-off by Borrowers may affect the proceeds under the Transferred Receivables*", "*Risk of*

set-off or defences by Borrowers in connection with Construction Deposits" and "Risk of Set-off or defences by Borrowers relating to relationship with insurers", the risks described in this risk factor "Risks related to Loans linked with an investment product, i.e. Investment Loans, Life Loans and Hybrid Loans" will not be catered for through the Asset Cover Test or the Amortisation Test. Under or pursuant to the Guarantee Support Agreement, the Initial Originator warrants and represents in relation to an Investment Loan where the related investment product is offered by the Initial Originator itself (and not by a third party securities institution or bank) that such investment product has been offered in accordance with all applicable laws and legal requirements prevailing at the time of origination, including those on the information that is to be provided to prospective investors.

In view of the potential inability of Borrowers to repay Loans where investment proceeds are insufficient for such repayment or the potentially successful claims by Borrowers that they were not properly informed of the risks involved in making the investments in question, as well as the potential for other actions against the Initial Originator in relation to the Loans described above, there is a risk that the SB2 CBC would not be able to recover fully on Transferred Receivables based on Loans arranged as part of an investment product. Consequently, the SB2 CBC may be unable to meet fully and/or timely its obligations to Covered Bondholders under the Guarantee. This may lead to losses under the Covered Bonds.

The risk that the SB2 CBC and the Trustee may not be entitled to Beneficiary Rights under insurance policies related to the Loans (or proceeds thereunder)

Some of the Eligible Receivables result from a Loan Agreement which is connected to an insurance policy with a risk, savings and/or investment element. In addition to being granted a pledge of rights under insurance policies, as abovementioned, either:

- the relevant Originator has been appointed as beneficiary under the relevant insurance policy (the rights of the relevant Originator as a beneficiary under an insurance policy: the "**Beneficiary Rights**"); or
- if another person (the "**Partner**") has been appointed as beneficiary, the Partner has irrevocably authorised the relevant insurer to pay out the insurance proceeds to the relevant Originator (a "**Partner Instruction**").

1. *Beneficiary Rights*

With respect to the first alternative, the Issuer has been advised that under Dutch law it is uncertain whether Beneficiary Rights will follow the relevant Eligible Receivable upon assignment thereof to the SB2 CBC (and subsequent pledge thereof to the Trustee). For this purpose the Beneficiary Rights will, insofar as they will not follow the relevant Eligible Receivable upon assignment, themselves be assigned by the relevant Originator to the SB2 CBC by way of silent assignment and be pledged by the SB2 CBC to the Trustee by way of silent pledge. In the Guarantee Support Agreement the relevant Originator undertakes to, upon the occurrence of a Notification Event, notify the relevant insurer of the (purported) transfer and pledge (save that those insurers which would execute any Beneficiary Waiver Agreement prior to a Notification Event, will be notified through the Beneficiary Waiver Agreement and, thereafter, through each Deed of Assignment and Pledge). However, the Issuer has been advised that under Dutch law it is uncertain whether such assignment (and subsequent pledge) will be effective.

Insofar as the transfer of the Beneficiary Rights as abovementioned is not effective each Originator will:

- in each deed of assignment to be executed with the SB2 CBC pursuant to the Guarantee Support Agreement to the extent possible, under the condition precedent (*opschortende voorwaarde*) that a Notification Event occurs (unless by such time a Notification Event has already occurred) and under the condition subsequent (*ontbindende voorwaarde*) that the relevant Receivable is retransferred to the relevant Originator, (a) appoint the SB2 CBC as beneficiary in its place and (b) to the extent such appointment is ineffective, waive

its Beneficiary Rights. The Issuer has been advised that it is uncertain whether such appointment and/or waiver is effective. If such conditional appointment is ineffective and such conditional waiver is effective, either the relevant Borrower, or any other person ranking behind the relevant Originator as beneficiary (a "**Second Beneficiary**"), will become the beneficiary under the relevant insurance policy. Under or pursuant to the Guarantee Support Agreement each Originator warrants and represents that if the relevant Receivable results from a Life Loan, Savings Loan or Hybrid Loan, all receivables under the relevant Mixed Insurance Policy have been validly pledged by the relevant Borrower to the relevant Originator, which pledge has been notified to the relevant insurer. As mentioned above, a pledge is in principle an accessory right, so that upon a transfer of the relevant Receivable to the SB2 CBC, the SB2 CBC will in principle become entitled to (a share in) the pledge, provided that following the waiver of the Beneficiary Rights by the relevant Originator, the Borrower will have become the beneficiary. If, however, following a waiver of Beneficiary Rights by the relevant Originator, a Second Beneficiary will have become the beneficiary, the pledge by the Borrower will not be effective; and

- in the Guarantee Support Agreement undertake to use its reasonable endeavours to procure that, upon the occurrence of a Notification Event, a beneficiary waiver agreement is, or is put, in effect between itself, the SB2 CBC, the Trustee and the relevant insurer (each a "**Beneficiary Waiver Agreement**"), in which it is, among other things, agreed that to the extent necessary:
 - (i) the insurer (a) accepts the (purported) (conditional) appointment of the SB2 CBC as beneficiary in the relevant Originator's place and (b) to the extent such appointment is ineffective, accepts the (conditional) waiver by such Originator of its Beneficiary Rights; and
 - (ii) the relevant Originator and insurer will use their reasonable endeavours to obtain the co-operation from all relevant Borrowers and, where applicable, Second Beneficiaries to change the Beneficiary Rights in favour of the SB2 CBC.

An Originator may not be able to enter into a Beneficiary Waiver Agreement without the co-operation of the liquidator, if and to the extent such Notification Event has occurred as a result of any such Originator having become subject to any Dutch Insolvency Proceedings. This may result in the SB2 CBC not receiving or otherwise recovering sufficient proceeds in relation to the Transferred Receivables as a result of which the SB2 CBC may be unable to meet fully and/or timely its obligations to Covered Bondholders under the Guarantee. This may lead to losses under the Covered Bonds.

2. *Partner Instruction*

With respect to the second alternative, the Issuer has been advised that it is uncertain whether the Partner Instruction entails that the insurer should pay the insurance proceeds to the relevant Originator or, following assignment of the relevant Eligible Receivable, to the SB2 CBC, and that this depends on the interpretation of the Partner Instruction. Insofar as the Partner Instructions do not entail that the relevant insurer should, following assignment of the relevant Eligible Receivable, pay the insurance proceeds to the SB2 CBC, the SB2 CBC, the Trustee, the relevant Originator and the relevant insurer will furthermore agree in each Beneficiary Waiver Agreement that the relevant Originator and the insurer will use their reasonable endeavours to obtain the co-operation from all relevant Borrowers and Partners to change the Partner Instructions in favour of the SB2 CBC.

If:

- in the case of the first alternative (a) the transfer of the Beneficiary Rights is not effective, (b) the (conditional) appointment of the SB2 CBC as beneficiary in the place of the relevant Originator is not effective and (c) the (conditional) waiver of Beneficiary Rights

by the relevant Originator is ineffective or, if it is effective, results in a Second Beneficiary having become the beneficiary; or

- in the case of the second alternative, the Partner Instructions do not entail that insurance proceeds should be paid to the SB2 CBC,
- and, in either case, (i) no Beneficiary Waiver Agreements will be entered into with each relevant insurer and/or (ii) the relevant Borrowers, Second Beneficiaries and/or Partners do not co-operate as described above, then the proceeds under the relevant insurance policies could, as the case may be, either be paid to:
- the relevant Originator, in which case such Originator will be obliged to on-pay the proceeds to the SB2 CBC or the Trustee, as the case may be. If an Originator breaches such payment obligation, for example because the Originator is subject to an Insolvency Proceeding, this may result in the proceeds not being applied in reduction of the relevant Eligible Receivable and in a Deduction Risk; or
- the Second Beneficiary or the Partner, which may result in the proceeds not being applied in reduction of the relevant Eligible Receivable.

This may result in the SB2 CBC not receiving or otherwise recovering sufficient proceeds in relation to the Transferred Receivables as a result of which the SB2 CBC may be unable to meet fully and/or timely its obligations to Covered Bondholders under the Guarantee. This may lead to losses under the Covered Bonds.

Security rights by Borrowers qualify as future receivables and will not be effective

- Some of the Eligible Receivables relate to a Loan Agreement which is connected to (i) an insurance policy with a risk, savings and/or investment element (ii) a securities account, or (iii) a Bank Savings Account, as the case may be. All rights of such a Borrower in respect of such an insurance policy, a securities account or a Bank Savings Account, as the case may be, have been pledged to the relevant Originator. The above considerations on pledge and insolvency, made in the context of pledges to the Trustee (see paragraph "*Effectiveness of the rights of pledge to the Trustee in case of insolvency of the SB2 CBC*" below), apply *mutatis mutandis* to pledges and mortgages by the Borrowers.
- In particular, the Issuer has been advised that under Dutch law it is possible that the receivables purported to be pledged by the Borrowers in respect of insurance policies, qualify as future receivables. As mentioned above, if an asset is a future asset at the moment a bankruptcy, suspension of payments or debt restructuring arrangement (*schuldsaneringsregeling*) takes effect in relation to the relevant pledgor, such assets are no longer capable of being pledged (unless the liquidator would agree). The Issuer has been advised that under Dutch law there is no general rule that is readily applicable to determine whether a claim arising from an insurance policy is an existing or a future claim. As a result, it is uncertain whether and to what extent the pledges of receivables under said insurance policies by the Borrowers are effective. The Issuer has been advised that, in respect of capital insurances (*sommenverzekeringen*) it is likely that the beneficiary's claims against the insurer corresponding with premiums which have already been paid to the insurer are existing claims, while claims relating to periods for which no premiums have yet been paid may very well be future claims. The Issuer has been advised that in respect of risk insurances (*schadeverzekeringen*) it is uncertain whether the beneficiary's claim can be characterised as an existing claim before the insured event occurs. This means that it is uncertain whether such pledge will be effective, this could lead to the SB2 CBC having insufficient funds to pay any amounts due under the Guarantee, which in turn could lead to losses under the Covered Bonds.

C. Risk related to Security Rights

Effectiveness of the rights of pledge to the Trustee in case of insolvency of the SB2 CBC

Under or pursuant to the Security Documents, various Dutch law pledges are granted by the SB2 CBC to the Trustee. On the basis of these pledges the Trustee can exercise the rights afforded by Dutch law to pledgees notwithstanding bankruptcy or suspension of payments of the SB2 CBC.

The SB2 CBC is a special purpose entity and is therefore unlikely to become insolvent. Should the SB2 CBC be subjected to a Dutch Insolvency Proceeding nevertheless, Dutch Insolvency Proceedings involving the SB2 CBC would affect the position of the Trustee as pledgee in some respects under Dutch law.

First, if and to the extent that assets purported to be pledged by the SB2 CBC to the Trustee are future assets (i.e. assets that have not yet been acquired by the SB2 CBC or that have not yet come into existence) at the moment Dutch Insolvency Proceedings take effect (i.e. at 0:00 hours on the date Dutch Insolvency Proceedings are declared), such assets are no longer capable of being pledged by the SB2 CBC (unless the liquidator agrees). This would for example apply with respect to amounts that are paid to the SB2 CBC Accounts following the SB2 CBC's Dutch Insolvency Proceedings taking effect. As such crediting of the relevant SB2 CBC Account would not yet have occurred when the Dutch Insolvency Proceedings take effect, the resulting receivable of the SB2 CBC *vis-à-vis* the Account Bank would qualify as a future asset as abovementioned. However, if following the Dutch Insolvency Proceedings taking effect, amounts are due to be paid under receivables that have been pledged to the Trustee prior to such Dutch Insolvency Proceedings taking effect, the Trustee as pledgee could through notification to the relevant debtors prevent that such pledged receivables are further discharged through payments to the SB2 CBC Accounts by ordering the relevant debtors to pay to a different account. The reason for this is that as pledgee it is entitled to collect such receivables itself, i.e. in its own bank account, following notification of the pledge (and, where applicable, the assignment preceding the pledge) to the relevant debtor. Notification of the pledge may occur following the occurrence of a Notification Event (which includes without limitation Dutch Insolvency Proceedings being declared in respect of an Originator or the SB2 CBC). As long as no notification of the assignment has taken place in respect of pledged Transferred Receivables, the relevant debtor must continue to pay to the relevant Originator. Under paragraph " *Risk related to payments received by the Originator prior to notification to the Borrowers of the assignment to the SB2 CBC*" above, the position of the SB2 CBC is described in respect of payments so made to the relevant Originator prior to or after such Originator's possible Dutch Insolvency Proceedings taking effect. In respect of payments under pledged Transferred Receivables made to the SB2 CBC following notification of the assignment but prior to notification of the pledge and prior to Dutch Insolvency Proceedings of the SB2 CBC taking effect and not on-paid to the Trustee, the Trustee will be an ordinary, non-preferred creditor, having an insolvency claim (*voor verificatie vatbare vordering*). In respect of post-insolvency payments, the Trustee will be a preferred creditor having an insolvency claim. Creditors of insolvency claims have to share in the general insolvency costs and have to await finalisation of a (provisional) distribution list (*(voorlopige) uitdelingslijst*). Therefore, the Trustee may have insufficient funds available to fulfil the SB2 CBC's payment obligations under the Covered Bonds. This may lead to losses under the Covered Bonds.

Secondly, the following mandatory rules of Dutch insolvency law may affect the enforcement of the Trustee's pledges:

- a statutory stay of execution ('cooling-off period') of up to two months — with a possible extension by up to two more months — may be imposed during each type of Dutch Insolvency Proceedings by court order. Such stay of execution does not prevent the Trustee from giving notice to the debtors of any pledged receivables and collecting the proceeds thereof. However, where applicable, it will prevent the Trustee from (i) taking recourse against any amounts so collected during such stay of execution and (ii) selling pledged assets to third parties;
- the liquidator in bankruptcy can force the Trustee to enforce its security right within a reasonable period of time, failing which the liquidator in bankruptcy will be entitled to sell the pledged assets and distribute the proceeds. In such case, the Trustee will receive payment prior to ordinary, non-preferred creditors having an insolvency claim but after creditors of the estate (*boedelschuldeisers*). It should be noted, however, that said authority of the liquidator in

bankruptcy only aims to prevent a secured creditor from delaying the enforcement of the security without good reason; and

- excess proceeds of enforcement must be returned to the SB2 CBC in its Dutch Insolvency Proceedings; they may not be set off against an unsecured claim (if any) of the Trustee on the SB2 CBC. Such set-off is in principle allowed prior to the Dutch Insolvency Proceedings.

Similar or different restrictions may apply in case of Insolvency Proceedings other than Dutch Insolvency Proceedings. The applicable restrictions could reduce amounts available for distribution by the Trustee to the Secured Creditors (including the Covered Bondholders), which may result in losses under the Covered Bonds.

Risks related to the creation of pledges on the basis of the Parallel Debt

It is intended that the SB2 CBC grants pledges to the Trustee for the benefit of the Secured Creditors. However, under Dutch law there is no concept of trust and it is uncertain whether a pledge can be granted to a party other than the creditors of the receivables purported to be secured by such pledge. The Issuer has been advised that under Dutch law a 'parallel debt' structure can be used to give a trustee its own, separate, independent right of claim on identical terms as the relevant creditors. For this purpose, the Trust Deed creates a parallel debt of the SB2 CBC to the Trustee equal to the corresponding principal obligations, so that the Security can be granted to the Trustee in its own capacity as creditor of the parallel debt. Should the Parallel Debt not constitute a valid basis for the creation of security rights as included in the Security Documents, such pledges will not be effective and therefore the Trustee may have insufficient funds available to fulfil the SB2 CBC's payment obligations under the Covered Bonds. This may result in losses under the Covered Bonds.

In the Trust Deed it is agreed that obligations of the SB2 CBC to the Trustee under the parallel debt shall be decreased to the extent that the corresponding principal obligations to the Secured Creditors are reduced (and *vice versa*). In the Trust Deed the Trustee agrees to act as trustee as abovementioned and agrees:

- to act for the benefit of the Secured Creditors in administering and enforcing the Security; and
- to distribute the proceeds of the Security in accordance with the provisions set out in the Trust Deed.

The Trustee is a special purpose vehicle and is unlikely to become insolvent. However, any payments in respect of the parallel debt and any proceeds of the enforcement of the Security (in each case to the extent received by the Trustee) are, in the event that the Trustee becomes subject to Dutch Insolvency Proceedings, not separated from the Trustee's other assets, so the Secured Creditors accept a credit risk on the Trustee, which may lead to losses under the Covered Bonds. Should the Trustee become insolvent, the Secured Creditors will have an unsecured claim on the bankrupt estate of the Trustee.

Risk that All-monies Security will not follow the Transferred Receivables upon assignment to the SB2 CBC

Under Dutch law mortgages and pledges are in principle accessory rights (*afhankelijke rechten*) which pursuant to articles 3:7, 3:82 and 6:142 of the Dutch Civil Code automatically follow the receivables they secure, for example if such receivables are transferred to a third party. The rights of mortgage and pledge securing the Eligible Receivables qualify as either:

- 'fixed' security, securing only (i) one or more specified receivables of the relevant initial 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 relevant debtor ("**Fixed Security**"); or
- 'all-monies' security, securing all present and future receivables of the relevant initial pledgee or mortgagee against the relevant debtor, whether in general (*bankzekerheidsrecht*) or under any and all present and future credit agreements (*kredietzekerheidsrecht*) ("**All-monies Security**").

In the past a considerable degree of uncertainty existed in Dutch legal writing as to whether a transfer of a receivable secured by All-monies Security, results in a transfer of the All-monies Security, or a share therein, to the transferee.

The Issuer has been advised that like any other right of mortgage or pledge, a right of mortgage or pledge constituting All-monies Security under Dutch law is in principle an accessory right (*afhankelijk recht*) and that, therefore, upon a transfer of a receivable secured by All-monies Security, the transferee will in principle become entitled to a share in the All-monies Security by operation of law. The Issuer has been advised that the above is confirmed by the *Onderdrecht v. FGH and PHP* decision of the Dutch Supreme Court (HR 16 September 1988, NJ 1989, 10). In this decision, the Supreme Court ruled that the main rule is that a right of mortgage as an accessory right transfers together with the receivable it secures. The Dutch Supreme Court also held that it is a question of interpreting the relevant clause in the mortgage deed whether the definition of the secured receivables entails that the right of mortgage exclusively vests in the original mortgagee, in deviation of said main rule. The Issuer has also been advised that where the interpretation of the mortgage or pledge deed does not reveal a specific intention regarding the transfer of the mortgage or pledge, the abovementioned main rule applies, so that following a transfer of a secured receivable, the relevant receivable will continue to be secured by the right of mortgage or pledge.

Under or pursuant to the Guarantee Support Agreement the Originators warrant and represent that the relevant mortgage and pledge deeds contain either (i) no specific wording regarding the transfer of any right of mortgage or pledge securing the Eligible Receivables or (ii) an express confirmation to the effect that upon a transfer of the relevant Eligible Receivable, the Eligible Receivable will following the transfer continue to be secured by the right of mortgage or pledge.

If nevertheless an All-monies Security has not (partially) followed the Transferred Receivable upon its assignment, the SB2 CBC and/or the Trustee will not have the benefit of such security right. This will materially affect the ability of the SB2 CBC to take recourse on the Transferred Asset and the Borrower in case the Borrower defaults under the Loans and may affect the ability of the SB2 CBC to meet its payment obligations under the Covered Bonds. This may lead to losses under the Covered Bonds.

Risk related to jointly-held All-monies Security by the Originators, the SB2 CBC and the Trustee

As a consequence of the transfer to the SB2 CBC of Eligible Receivables secured by All-monies Security (or Fixed Security if not all receivables which are secured by the relevant security right are, or if not the entire contractual relationship (*rechtsverhouding*) from which receivables may arise which will be secured by the relevant security right is, transferred to the SB2 CBC), the relevant All-monies Security (or where applicable Fixed Security) will become part of a joint estate (*gemeenschap*) of the SB2 CBC and of any other transferee of receivables secured by such All-monies Security (or where applicable Fixed Security) and the original mortgagee or pledgee, governed by articles 3:166 et seq. of the Dutch Civil Code. This means, among other things, that in the case of foreclosure of the All-monies Security (or where applicable, Fixed Security), the relevant original mortgagee or pledgee, the SB2 CBC and any other transferee of secured receivables in principle need to act jointly and share the proceeds *pro rata* on the basis of their respective shares in the joint estate.

For this purpose the Guarantee Support Agreement contains an intercreditor arrangement granting the SB2 CBC and/or the Trustee (as applicable) the right to (i) foreclose on the All-monies Security (or where applicable Fixed Security) without involvement of the relevant Originator and (ii) take recourse to the foreclosure proceeds prior to the relevant Originator. The Issuer has been advised that it is uncertain whether said arrangement is binding on the relevant Originator's liquidator or administrator in Dutch Insolvency Proceedings. However, the Issuer has also been advised that on the basis of articles 3:166, 168, 170 and 172 of the Dutch Civil Code there are good arguments to state that such arrangement is binding, although the position is not certain. Moreover, generally the above only becomes relevant in the event that each of the following conditions is met:

- the Borrower does not meet his secured obligations in full to either the Originator or the SB2 CBC, in particular because he is insolvent;

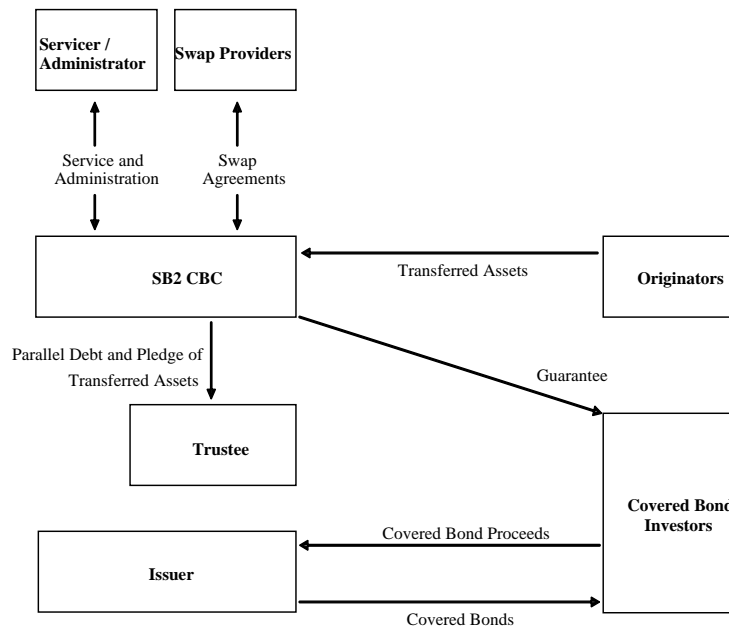
- the Originator is subject to an Insolvency Proceeding; and
- the proceeds of the Secured Property are insufficient to fully satisfy the secured receivables of the relevant Originator and the SB2 CBC.

The abovementioned intercreditor arrangement will be supported by an undertaking of each relevant Originator to pledge to the SB2 CBC its Residual Claims forthwith, and in any event within 10 business days after the occurrence of a downgrade or withdrawal (as referred to under (A) and/or (B) below), *vis-à-vis* the relevant Borrowers which are secured by the relevant All-monies Security (or where applicable Fixed Security), unless an appropriate remedy to the satisfaction of the Trustee is found after having notified the Rating Agencies, (A) in case any of the Issuer's credit ratings ceases to be at least the Minimum Required Ratings, and the Issuer does not regain such Minimum Required Ratings on the date falling twelve months (or such other period as may be determined by or agreed with the relevant Rating Agency from time to time) after the date of such downgrade or (B) in case any of the Issuer's credit ratings ceases to be at least the Minimum Trigger Ratings or any such rating is withdrawn.

The pledge (if implemented) will secure a special indemnity created in the Guarantee Support Agreement for this purpose, under which each relevant Originator undertakes to pay to the SB2 CBC an amount equal to its share in the foreclosure proceeds. Recourse in respect of the indemnity is limited to the relevant Originator's share in the foreclosure proceeds. The indemnity will be immediately due and payable in case the relevant Borrower defaults (*in verzuim is*) in respect of the relevant Transferred Receivable or the receivable(s) he owes to the relevant Originator. If and to the extent the pledge is implemented and any foreclosure proceeds are applied in discharge of the indemnity, the relevant Originator's pledged receivables *vis-à-vis* the relevant Borrower would be discharged. For this reason, the SB2 CBC undertakes in the Guarantee Support Agreement to in that case retransfer to the relevant Originator a part of the unsatisfied part of the relevant Transferred Receivable for a principal amount corresponding to the principal amount of the Residual Claims so applied. The above factors could lead to lower proceeds received by the SB2 CBC under the Transferred Receivables and ultimately to losses under the Covered Bonds.

C. STRUCTURE DIAGRAM; PRINCIPAL TRANSACTION PARTIES; RATING TRIGGER OVERVIEW

I STRUCTURE DIAGRAM



II PRINCIPAL TRANSACTION PARTIES

In addition to the Transaction Parties identified in this Securities Note, potential investors in Covered Bonds should consider the following list of (other) Transaction Parties involved in relation to Covered Bonds issuances as at the Programme Date.

The following list does not purport to be complete and is qualified in all respects by the remainder of this Securities Note.

Account Bank:	ING Bank N.V., a public company (<i>naamloze vennootschap</i>) incorporated under the laws of The Netherlands, having its corporate seat (<i>statutaire zetel</i>) at Amsterdam, The Netherlands and its registered office at Bijlmerdreef 106, 1102 CT Amsterdam, The Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 33031431
Asset Monitor:	Ernst & Young Accountants LLP
Administrator:	The Bank
Arranger:	ING Bank N.V. (the " Arranger ")

Dealer(s):	Any dealer appointed under the Programme from time to time by the Issuer
Guarantor:	SB2 CBC
Holding:	Stichting Holding ING SB2 Covered Bond Company
Initial Originator:	The Bank
Initial Servicer:	The Bank
Issuer:	The Bank
Listing Agent:	The Bank
Principal Paying Agent:	ING Bank N.V.
Registrar:	ING Bank N.V.
SB2 CBC Managing Director:	Intertrust Management B.V.
SB2 CBC:	ING SB2 Covered Bond Company B.V.
Trustee:	Stichting Trustee ING SB2 Covered Bond Company
Trustee's Director:	Vistra Capital Markets (Netherlands) N.V.

III RATING TRIGGER OVERVIEW

The following rating trigger overview does not purport to be complete and is qualified in all respects by the remainder of this Securities Note and the Transaction Documents. Reference in this overview to "LT" means long term credit rating or, where applicable, the relevant rating is withdrawn, to "ST" means short term credit rating or, where applicable, the relevant rating is withdrawn and "BDR" mean bank deposit rating or, where applicable, the relevant rating is withdrawn.

Transaction Party	Moody's	Event/Action	Section in Securities Note
Account Bank	P-1 (BDR) (ST)	Replacement of Account Bank or other remedy	7.4 (SB2 CBC Accounts)
Interest Rate Swap Provider and Total Return Swap Provider	Minimum rating specified in any relevant Swap Agreement	Replacement of Swap Provider or other remedy	6 (Swaps)
Issuer	Baa1 (LT)	Notification Event	3.1 (Transfers)
	P-1 (ST)	Item "Y" of Asset Cover Test is activated	4.1 (Asset Cover Test)
	P-2 (ST)	Sale of Transferred Assets that consist of Substitution Assets	4.4 (Sale or Refinancing of Selected Assets)
	A3 (LT)	Unless credit rating is regained within 12 months, Originators to	3.1 (Transfers)

Transaction Party	Moody's	Event/Action	Section in Securities Note
		pledge Residual Claims to the SB2 CBC	
	Baa1 (LT)	Originators to pledge Residual Claims to the SB2 CBC	3.1 (<i>Transfers</i>)
	P-1 (ST)	SB2 CBC to maintain a Reserve Fund	7 (<i>Cashflows</i>)
Issuer or Administrator	A3 (LT)	Increase frequency of verification by Asset Monitor of Asset Cover Test or Amortisation Test calculations, as applicable	4.3 (<i>Asset Monitor</i>)
Servicer	Baa3 (LT)	Replacement of Initial Servicer	5.1 (<i>Servicing</i>)
Transferee of Residual Claims secured by All-Monies Security	A3 (LT) or no rating	Transferee to pledge Residual Claims to the SB2 CBC	A (<i>Risk Factors</i>) under "Risks related to Securities Rights"

D. DOCUMENTS INCORPORATED BY REFERENCE; DEFINITIONS & INTERPRETATION

D.1 Documents incorporated by reference

The following documents, which have previously been published or are published simultaneously with this Securities Note and have been approved by the AFM or filed with it, shall be deemed to be incorporated in, and to form part of, this Securities Note; this Securities Note should be read and construed in conjunction with such documents:

- (A) the articles of association (*statuten*) of the SB2 CBC.

The Issuer will provide, without charge, to each person to whom a copy of this Securities Note has been delivered in accordance with applicable law, upon the request of such person, a copy of any document which is incorporated herein by reference. Requests for any such document should be directed to ING Bank N.V. at Foppingadreef 7, 1102 BD Amsterdam, The Netherlands. In addition, this Securities Note and any document which is incorporated herein by reference will be made available on the website of ING (<https://www.ing.com>), save for the articles of association (*statuten*) of the SB2 CBC of which a copy (in the original Dutch language as well as an English translation) is available, free of charge, at the office of the SB2 CBC and is made available on [Website](#). The information on the aforementioned website does not form part of this Securities Note, except where that information has been incorporated by reference into this Securities Note.

D.2 Supplement to the Prospectus

If at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to the information included in the Prospectus consisting of separate documents (i.e. this Securities Note and the Registration Document) which may affect the assessment of any Covered Bonds and which arises or is noted between the time when the Prospectus is approved and the closing of the offer period of such Covered Bonds or the time when trading of such Covered Bonds on a regulated market begins, whichever occurs later, the Issuer shall prepare a supplement to the Prospectus for use in connection with any subsequent offering of Covered Bonds to be admitted to trading on an EU regulated market or to be offered to the public in the EU and shall supply to the AFM and, where applicable, the stock exchange operating the relevant market such number of copies of such supplement or replacement document as relevant applicable legislation may require.

D.3 Documents available for inspection

In addition to the documents incorporated by reference in this Securities Note, the Issuer will provide, without charge, to each person to whom a copy of this Securities Note has been delivered in accordance with applicable law, upon the request of such person, a copy of the below documents. Requests for any such document should be directed to ING Bank N.V. at Foppingadreef 7, 1102 BD Amsterdam, The Netherlands:

- (A) the Registration Document of the Issuer together with the first supplement thereto dated 31 March 2020, the second supplement thereto dated 12 May 2020, the third supplement thereto dated 23 June 2020, the fourth supplement thereto dated 7 August 2020, the fifth supplement thereto dated 6 November 2020, the sixth supplement thereto dated 16 February 2021 and any further supplement to the Registration Document of the Issuer (also made available on: [Website](#));
- (B) this Securities Note together with any supplement to this Securities Note (also made available on: [Website](#));
- (C) each set of Final Terms for Covered Bonds that are issued by the Issuer and publicly offered or admitted to trading on a regulated market (also made available on: [Website](#)); and
- (D) each of the following transaction documents:

- (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 (if entered into);
- (g) each Deed of Assignment and Pledge (as defined in the Incorporated Terms Memorandum);
- (h) each Deed of Re-Assignment and Release (as defined in the Incorporated Terms Memorandum);
- (i) the Guarantee Support Agreement;
- (j) the Incorporated Terms Memorandum;
- (k) the Initial Servicing Agreement;
- (l) the Issuer-ICSD Agreement (as defined in the Incorporated Terms Memorandum);
- (m) each Management Agreement (as defined in the Incorporated Terms Memorandum);
- (n) each Master Sub-Participation Agreement (if entered into);
- (o) the Programme Agreement;
- (p) each Security Document;
- (q) each Swap Agreement (if entered into); and
- (r) the Trust Deed (which contains the forms of the Global Notes, the Definitive Notes, the Coupons and the Talons).

D.4 Definitions & interpretation

Capitalised terms, which are used but not defined in a particular section of this Securities Note, will have the meaning attributed thereto in any other section of this Securities Note. An alphabetical index of certain definitions is contained at the end of this Securities Note, listing the page or pages where such definitions can be found.

Any reference to any Transaction Document or any other agreement or document in this Securities Note shall be construed as a reference to such Transaction Document or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated, supplemented or replaced.

A reference to any transaction party in this Securities Note or in the Conditions shall be construed so as to include its successors and transferees and any subsequent successors and transferees in accordance with their respective interests.

The language in this Securities Note is English. Certain references and terms have been cited in their original language in order that the correct meaning may be ascribed to them under applicable law.

Headings used in this Securities Note are for ease of reference only and shall not affect the interpretation thereof.

1 COVERED BONDS

1.1 FORM OF THE COVERED BONDS

Form of the Covered Bonds

Each Tranche of Covered Bonds in bearer form may be initially represented by a temporary bearer global Covered Bond or a permanent bearer global Covered Bond as indicated in the applicable Final Terms, in each case without interest coupons or talons, which in either case (i) (if the global Covered Bond is stated in the applicable Final Terms to be issued in new global note ("**NGN**") form) will be delivered on or prior to the original issue date of the relevant Tranche to the Common Safekeeper for Euroclear and Clearstream, Luxembourg, or (ii) (if the global Covered Bond is not issued in NGN form ("**Classic Global Notes**" or "**CGNs**")) will be deposited on the issue date thereof with Euroclear, Clearstream, Luxembourg, Euroclear Netherlands and/or with any other agreed clearing system or a common depositary therefor. Registered Covered Bonds will be issued to each holder by way of a Registered Covered Bonds Deed.

If a Global Covered Bond is stated in the applicable Final Terms to be issued in NGN form, it is intended to be eligible collateral for Eurosystem monetary policy and the Global Covered Bond will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Covered Bond with the Common Safekeeper does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Global Covered Bonds which are issued in CGN form may be delivered on or prior to the original issue date of the Tranche to Euroclear, Clearstream, Luxembourg, Euroclear Netherlands and/or any other agreed clearing system or systems or a common depositary therefor (the "**Common Depositary**").

If a Global Covered Bond is an NGN, the nominal amount of the Covered Bonds shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Covered Bonds represented by the Global Covered Bond and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Covered Bonds that are initially deposited with a Common Depositary for Euroclear and Clearstream, Luxembourg may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Covered Bonds that are initially deposited with any other clearing system or a Common Depositary therefor may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Whilst any Covered Bond is represented by a temporary bearer global Covered Bond, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made (against presentation of the temporary bearer global Covered Bond if it is in CGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of such Covered Bond are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by the relevant clearing system(s) and the relevant clearing system(s) have given a like certification (based on the certifications they have received) to the Principal Paying Agent. Any reference in this section to the relevant clearing system(s) shall mean the clearing and/or settlement system(s) specified in the applicable Final Terms. On and after the date (the "**Exchange Date**") which is 40 days after the temporary global Covered Bond is issued and in the case of Covered Bonds held through Euroclear Netherlands not more than 90 days after the date on which the temporary bearer global Covered Bond is issued, interests in the temporary bearer global Covered Bond will be exchangeable (free of charge), upon request as described therein, either for interests in a permanent bearer global Covered Bond without interest coupons or talons in each case against certification of beneficial ownership as described in the first sentence of this paragraph unless such certification has already been given. The holder of a temporary bearer global Covered Bond will not be entitled to collect any payment of interest or principal due on or after the

Exchange Date. The Principal Paying Agent, shall arrange that, where a further Tranche of Covered Bonds in bearer form is issued, the Covered Bonds of such Tranche shall be assigned a common code and/or ISIN and/or other relevant code (as the case may be) which are different from the common code and/or ISIN and/or other relevant code assigned to Covered Bonds of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Covered Bonds of such Tranche.

If the relevant Final Terms specifies the form of Covered Bonds as being "Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Bearer Definitive Covered Bonds only upon an Exchange Event" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Covered Bonds will initially be in the form of a Temporary Global Covered Bond which will be exchangeable, in whole but not in part, for Permanent Global Covered Bonds not earlier than 40 days after the issue date of the relevant Tranche of the Covered Bonds. If the relevant Final Terms specifies the form of Covered Bonds as being "Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Bearer Definitive Covered Bonds only upon an Exchange Event" and also specifies that the TEFRA D Rules are applicable, then the Covered Bonds will initially be in the form of a Temporary Global Covered Bond which will be exchangeable, in whole or in part, for Permanent Global Covered Bond not earlier than 40 days after the issue date of the relevant Tranche of the Covered Bonds upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Covered Bonds cannot be collected without such certification of non-U.S. beneficial ownership.

The applicable Final Terms will specify that a permanent bearer global Covered Bond will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Covered Bonds with, where applicable, interest coupons and talons attached only upon the occurrence of an Exchange Event, subject to mandatory provisions of applicable laws and regulations. If and for as long as a bearer global Covered Bond is deposited with Euroclear Netherlands, such laws include the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*, the "**Wge**") and delivery (*uitlevering*) will only be possible in the limited circumstances prescribed by the Dutch Securities Giro Transfer Act. For these purposes, "**Exchange Event**" means that (i) an Issuer Event of Default (as defined in Condition 9(a)) has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg and/or Euroclear Netherlands have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer would suffer adverse tax consequences in respect of the Covered Bonds as a result of a change in the law or regulations (taxation or otherwise) of any jurisdiction which would not be suffered were the Covered Bonds in definitive form. The Issuer will promptly give notice to Covered Bondholders in accordance with Condition 13, if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear, Clearstream, Luxembourg and/or Euroclear Netherlands (acting on the instructions of any holder of an interest in such Permanent Bearer Global Covered Bond) may give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

If any permanent bearer global Covered Bond or Registered Covered Bond is not duly exchanged, the terms of such permanent bearer global Covered Bond or Registered Covered Bond Deed, as the case may be, will provide a mechanism for relevant account holders with Euroclear, Clearstream, Luxembourg, Euroclear Netherlands and/or any other agreed clearing system(s) to whose securities account(s) with such clearing system(s) the beneficial interests in such permanent bearer global Covered Bond or Registered Covered Bond, are credited to be able to enforce rights directly against the Issuer.

Payments of principal and interest (if any) on a permanent bearer global Covered Bond will be made through the relevant clearing system(s) (in the case of a permanent bearer global Covered Bond in CGN form, payments will be made to its bearer against presentation or surrender (as the case may be) of the permanent bearer global Covered Bond, and in the case of a permanent bearer global Covered Bond in NGN form, payments will be made to or to the order of the Common Safekeeper) without any requirement for certification. If the permanent bearer global Covered Bond is in CGN form, a record of each payment so made will be endorsed on such global Covered Bond, which endorsement will be *prima facie* evidence

that such payment has been made in respect of the Covered Bonds. If the permanent bearer global Covered Bond is in NGN form, the Issuer shall procure that details of each payment made shall be entered *pro rata* in the records of the relevant clearing system and, in the case of payments of principal, the nominal amount of the Covered Bonds recorded in the records of the relevant clearing system and represented by the Global Covered Bond will be reduced accordingly. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge.

Global Covered Bonds in bearer form and definitive Covered Bonds in bearer form will be issued pursuant to the Agency Agreement and the Trust Deed.

The following legend will appear on all global Covered Bonds held in Euroclear Netherlands:

"Notice: This Covered Bond is issued for deposit with *Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.* ("**Euroclear Netherlands**") at Amsterdam, The Netherlands. Any person being offered this Covered Bond for transfer or any other purpose should be aware that theft or fraud is almost certain to be involved."

Any reference in this Section 1.1 (*Form of the Covered Bonds*) to Euroclear and/or Clearstream, Luxembourg shall, whenever the context permits, be deemed to include a reference to any additional or alternative clearance system approved by the Issuer and the relevant Dealer (if any) and specified in the applicable Final Terms but shall not include Euroclear Netherlands.

Covered Bonds which are represented by a bearer global Covered Bond held by a Common Depositary or Common Safekeeper for Euroclear or Clearstream, Luxembourg will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Where a global Covered Bond is an NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Covered Bonds, as the case may be, shall be entered in the records of the relevant clearing systems and upon any such entry being made, the nominal amount of the Covered Bonds represented by such Global Covered Bond shall be adjusted accordingly.

In the case of a global Covered Bond deposited with Euroclear Netherlands the rights of Covered Bondholders will be exercised subject to and in accordance with the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*).

Covered Bonds issued under the Programme will either be fungible with an existing Series (and form part thereof) or have different terms to an existing Series (in which case they will constitute a new Series) of Covered Bonds. All Covered Bonds issued from time to time will rank *pari passu* with each other in all respects and will be guaranteed by the Guarantee. The obligations of the SB2 CBC under the Guarantee are unsubordinated and unguaranteed obligations of the SB2 CBC, which are secured (indirectly, through a parallel debt) as provided in the Security Documents. If an Issuer Event of Default or a SB2 CBC Event of Default occurs and results in acceleration, all Covered Bonds of all Series will accelerate at the same time.

In case of Covered Bonds which have a denomination consisting of €100,000 plus a higher integral multiple of another smaller amount, it is possible that the Covered Bonds may be traded in amounts in excess of €100,000 that are not integral multiples of €100,000. So long as such Covered Bonds are represented by a global Covered Bond and the relevant clearing system(s) so permit, these Covered Bonds will be tradable only in the minimum authorised denomination of €100,000 increased with integral multiples of such a smaller amount, notwithstanding that Covered Bonds in definitive form shall only be issued up to but excluding twice the amount of €100,000.

No Covered Bondholder or related Couponholder shall be entitled to proceed directly against the Issuer or the SB2 CBC unless the Trustee, having become bound to so proceed, fails to do so within a reasonable period and the failure shall be continuing.

An investor's total return on an investment in Covered Bonds will be affected by the level of fees charged to the investor, including fees charged to the investor as a result of the Covered Bonds being held in a clearing system. Such fees may include charges for opening accounts, transfers of securities, custody services and fees for payment of principal, interest or other sums due under the terms of the Covered Bonds.

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Covered Bonds are legally permitted investments for it, (ii) Covered Bonds can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Covered Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Covered Bonds under any applicable risk-based capital or similar rules.

The relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**") are applicable in relation to the Covered Bonds or that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

1.2 FORM OF FINAL TERMS

Set out below is the form of Final Terms which, subject to any necessary amendment, will be completed for each Tranche of Covered Bonds issued under this Securities Note. Any material deviation of the form of Final Terms will also have to be agreed with the SB2 CBC and approved by the AFM (if such deviation is required to be approved under the Prospectus Regulation).

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Covered Bonds (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – the Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, a retail investor means a person who is one (or more) of (i) a retail client as defined in point (11) of Article 4(1) of MiFID II, (ii) a customer within the meaning of Directive 2016/97/EU (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II, or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). Consequently no Key Information Document required by Regulation (EU) No. 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET] – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Covered Bonds (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.¹

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation 2017/565/EU

¹ The legend may not be necessary if the managers in relation to the Covered Bonds are also not subject to UK MiFIR and therefore there are no UK MiFIR manufacturers. Depending on the location of the manufacturers, either both the MiFID II product governance legend and the UK MiFIR product governance legend or only the MiFID II product governance legend must be included.

as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

[[*specify benchmark*] is provided by [*administrator legal name*]][repeat as necessary], [[*administrator legal name*] [appears]/[does not appear]][repeat as necessary] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) (the "**Benchmarks Regulation**").

[As far as the Issuer is aware, [[*insert benchmark(s)*] [does/do] not fall within the scope of the Benchmarks Regulation by virtue of Article 2 of that regulation] **OR** [the transitional provisions in Article 51 of the Benchmarks Regulation apply], such that [*insert names(s) of administrator(s)*] [is/are] not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]]²

[Date]

ING Bank N.V.

(incorporated with limited liability under the laws of The Netherlands with its corporate seat in Amsterdam and registered with the Dutch Chamber of Commerce under number 33031431, Legal Entity Identifier (LEI): 3TK201VIUJ8J3ZU0QE75)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Covered Bonds]

**Guaranteed as to payment of principal and interest by
ING SB2 Covered Bond Company B.V.**

*(incorporated with limited liability under the laws of The Netherlands with its corporate seat in Amsterdam and registered with the Dutch Chamber of Commerce under number 61113956)
under the EUR 45,000,000,000 Soft Bullet Covered Bond Programme*

The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Covered Bonds in any Member State of the European Economic Area and the United Kingdom (each, a "**Relevant State**") will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Covered Bonds. Accordingly any person making or intending to make an offer in that Relevant State of Covered Bonds which are the subject of an offering contemplated in the Prospectus as completed by Final Terms in relation to the offer of those Covered Bonds may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Covered Bonds in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer. The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

² For benchmarks other than EURIBOR this legend and item 27 of the Final Terms will be included.

Part A — Contractual Terms

These Final Terms have been prepared for the purpose of Article 8 of Regulation (EU) 2017/1129, as amended, and must be read in conjunction with the base prospectus consisting of separate documents (i.e. (i) the securities note dated [12] March 2021 and its supplement(s) (if any) (the "**Securities Note**") and (ii) the registration document of ING Bank N.V. (the "**Issuer**") dated [●], and its supplement(s) (if any)) (the "**Registration Document**" and together with the Securities Note, the "**Prospectus**") pertaining to the €45,000,000,000 Soft Bullet [2] Covered Bonds Programme. Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Covered Bonds (the "**Conditions**") set forth in the Prospectus. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of the Prospectus, any supplements thereto and these Final Terms. The Prospectus and any supplements thereto are available for viewing at the Issuer's website (<https://www.ing.com/soft-bullet-2-covered-bonds>) and copies may be obtained from ING Bank N.V. at Foppingadreef 7, 1102 BD Amsterdam, The Netherlands.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date. In the case of fungible issues, consideration should be given as to the need for a drawdown prospectus.]³

These Final Terms have been prepared for the purpose of Article 8 of Regulation (EU) 2017/1129, as amended, and must be read in conjunction with the base prospectus consisting of separate documents (i.e. (i) the securities note dated [12] March 2021 and its supplement(s) (if any) (the "**Securities Note**") and (ii) the registration document of ING Bank N.V. (the "**Issuer**") dated [●], and its supplement(s) (if any)) (the "**Registration Document**" and together with the Securities Note, the "**Prospectus**") pertaining to the €45,000,000,000 Soft Bullet [2] Covered Bonds Programme. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions set forth in the base prospectus dated [original date] and which are extracted from the base prospectus dated [original date] and are incorporated by reference in the Securities Note. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of the Prospectus, any supplements thereto and these Final Terms. The Prospectus and any supplements thereto are available for viewing at the Issuer's website (<https://www.ing.com/soft-bullet-2-covered-bonds>) and copies may be obtained from ING Bank N.V. at Foppingadreef 7, 1102 BD Amsterdam, The Netherlands.]

Prospective investors should carefully consider the section "**Risk Factors**" in the Securities Note.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Final Terms.]

[When completing any final terms consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.]

General description of the Covered Bonds

- | | | | |
|----|--------|-----------------|-----------------------------------|
| 1. | (i) | Issuer: | ING Bank N.V. |
| | (ii) | Guarantor: | ING SB2 Covered Bond Company B.V. |
| 2. | [(i)] | Series Number: | [●] |
| | [(ii)] | Tranche Number: | [●] |

³ Do not include for so long as this Securities Note is valid pursuant to article 12 of the Prospectus Regulation.

[[(iii)] Date on which the Covered Bonds become fungible:	[Not Applicable/The Covered Bonds shall be consolidated, form a single series and be interchangeable for trading purposes with the <i>[insert description of the Series]</i> on <i>[insert date]</i> /the Issue Date/exchange of the Temporary Global Covered Bond for interests in the Permanent Global Covered Bond, as referred to in paragraph [19] below [which is expected to occur on or about <i>[insert date]</i>]]]
3. Specified Currency:	EUR.
4. Aggregate Nominal Amount:	
[(i)] Series:	[•]
[(ii)] Tranche:	[•]
5. Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (<i>in the case of fungible issues only, if applicable</i>)]
6. (i) Specified Denominations:	<p>[•]</p> <p><i>(At least EUR 100,000 for public offers and/or admissions to trading on a regulated market within the EEA, and in integral multiples of EUR 1,000 in excess thereof.</i></p> <p><i>Where multiple denominations above EUR 100,000 are being used the following sample wording should be followed: [EUR 100,000] (or the relevant higher denomination) and integral multiples of [EUR 1,000] in excess thereof up to and including [EUR 199,000] (or twice the relevant higher denomination minus the smallest denomination). No Covered Bonds in definitive form will be issued with a denomination above [EUR 99,000] (or twice the relevant higher denomination minus the smallest denomination.)</i></p>
(ii) Calculation Amount:	[•] <i>(If only one Specified Denomination, the Specified Denomination. If more than one Specified Denomination insert the largest common factor)</i>
7. [(i)] Trade Date:	[•]
[(ii)] Issue Date:	[•]
[(iii)] Interest Commencement Date:	[specify / Issue Date / Not Applicable]
8. (i) Final Maturity Date:	<i>(specify date or (for Floating Rate Covered Bonds) Interest Payment Date falling in or nearest to the relevant month and year)</i>
(ii) Extended Due for Payment Date:	<i>(specify date or (for Floating Rate Covered Bonds) Interest Payment Date falling in or</i>

nearest to [specify month and year]; in each case falling twelve (12) calendar months after the Final Maturity Date

9. Interest Basis:

[[•] per cent. Fixed Rate [from, and including, the Interest Commencement Date to [•], but excluding, [•]] (further particulars specified in paragraph 14 below)]

[specify reference rate] +/- [•] per cent. Floating Rate] [from, and including, the Interest Commencement Date to [•], but excluding, [•]] (further particulars specified in paragraph 15 below)]

[[•] (If applicable, specify change of interest basis and effective date thereof) (further particulars specified in paragraph [14/15] below)]
10. Redemption/Payment Basis:

Subject to any purchase and cancellation or early redemption and subject to Condition 3 (*The Guarantee*), the Covered Bonds will be redeemed on the Final Maturity Date at [100] per cent. of their nominal amount
11. Change of Interest Basis:

[[•]/[in accordance with paragraphs [14] and [15] below]/[Not Applicable]] (*If applicable, specify the date when any fixed to floating or floating to fixed rate change occurs or refer to paragraphs [14] and [15] below and identify there*)
12. Call Option:

[Not Applicable] [Issuer Call]

[(further particulars specified below)]
13. (i) Status of the Covered Bonds:

Unsubordinated, unsecured, guaranteed

(ii) Status of the Guarantee:

Unsubordinated, secured (indirectly, through a parallel debt), unguaranteed

Provisions Relating to Interest (if any) Payable

14. Fixed Rate Covered Bond Provisions:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) Rate[(s)] of Interest:

[From (and including) [•] up to (but excluding) [•]] [[•] per cent. per annum] [the aggregate of [•] per cent. and the Mid Swap Rate per annum] [determined by the Agent] [payable [annually/semi-annually/quarterly/monthly/other (specify)] in arrear]

["Mid Swap Rate" means the annual mid swap rate for [Euro] [U.S. dollar] swap transactions

with a maturity of [•] years, expressed as a percentage, displayed on Reuters screen page [•] (or such other page as may replace that page on Reuters, or such other service as may be nominated by the person providing or sponsoring the information appearing there for the purposes of displaying comparable rates) at [•] [a.m./p.m.] ([•] time) on the [second] Business Day prior to [•]. If a Benchmark Event within the meaning of Condition 4(b)(viii) (Benchmark discontinuation) occurs in relation to the Mid Swap Rate, the provisions of Condition 4(b)(viii) shall mutatis mutandis apply.]

- (ii) Interest Payment Date(s): [•] in each year, commencing [•], up to and including: [•] [, adjusted in accordance with the Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention], specified in sub-paragraph 14(vii) [, unadjusted].
- (iii) Fixed Coupon Amount(s): [[•] per Calculation Amount] [For each Fixed Interest Period, as defined in Condition 4, the Fixed Coupon Amount will be an amount equal to the [Specified Denomination/Calculation Amount] multiplied by the Rate of Interest multiplied by the Day Count Fraction with the resultant figure being rounded to the nearest sub-unit of the Specified Currency, half of any such sub-unit being rounded [upwards/downwards]]
- (iv) Broken Amount(s): [Not Applicable]/[[•] per Calculation Amount payable on the Interest Payment Date falling [in/on] [•]]

(Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount)
- (v) Day Count Fraction: [30/360 / Actual/Actual (ICMA)]
- (vi) Determination Date(s): [[•] in each year/Not Applicable]

(Insert regular Interest Payment Dates, ignoring issue date or maturity date in the case of a long or short first or last Coupon)

NB: This will need to be amended in the case of regular Interest Payment Dates which are not of equal duration

NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))
- (vii) Business Day Convention [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]

(viii)	Interest Amount Adjustment:	[Applicable/Not Applicable]
		<i>(If no Business Day Convention applies, insert "Not Applicable". In other cases: (i) insert "Applicable" if the amount of interest payable in respect of the relevant Interest Period should also be adjusted in accordance with the applicable Business Day Convention and (ii) insert "Not Applicable" if the amount of interest should be calculated as if the relevant Interest Payment Date were not subject to adjustment in accordance with the applicable Business Day Convention)</i>
(ix)	Additional Business Centre(s)	[No Additional Business Centre(s)/specify other]
(x)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Principal Paying Agent):	[•] shall be the Calculation Agent (NB: no need to specify if the Principal Paying Agent is to perform this function)
15.	Floating Rate Covered Bond Provisions	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	Interest Period(s):	[•]
(ii)	[Specified Interest Payment Dates / Specified Period:]	[•]
		<i>(NB: Specify the Specified Period(s) and Specified Interest Payment Dates. Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the Floating Rate Convention (also called FRN Convention) or Eurodollar Convention, include Specified Period and not Specified Interest Payment Dates)</i>
(iii)	[First Interest Payment Date:]	[•]
(iv)	Business Day Convention:	[Floating Rate Convention /Eurodollar Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [None]
(v)	Interest Amount Adjustment:	[Applicable/Not Applicable]
		<i>(If no Business Day Convention applies or if the Business Day Convention is the Floating Rate Convention, FRN Convention or Eurodollar Convention, insert "Not Applicable". In other cases: (i) insert "Applicable" if the amount of interest payable in respect of the relevant Interest Period should also be adjusted in accordance with the applicable Business Day Convention)</i>

and (ii) insert "Not Applicable" if the amount of interest should be calculated as if the relevant Interest Payment Date were not subject to adjustment in accordance with the applicable Business Day Convention)

- (vi) Additional Business Centre(s): [No Additional Business Centre(s)/specify other]
- (vii) Manner in which the Rate(s) of Interest and Interest Amount(s) is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Principal Paying Agent): [•] shall be the Calculation Agent (NB: no need to specify if the Principal Paying Agent is to perform this function)
- (ix) Screen Rate Determination: [Applicable/Not Applicable]
- Reference Rate: [•] month [specify Reference Rate]
 - Interest Determination Date(s): [•]
- (Second day on which TARGET System is open prior to the start of each Interest Period if EURIBOR)
- NB: specify the Specified Period(s) and Specified Interest Payment Dates up to and including Extended Due for Payment Date, if applicable)
- Relevant Screen Page: [•]
- (In the case of EURIBOR, if not Reuters Page EURIBOR01 ensure it is a page which shows a composite rate)
- (x) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: [•]
 - Designated Maturity: [•]
 - Reset Date: [•]
- (xi) Margin(s): [+/-] [•] per cent. per annum
- (xii) Minimum Rate of Interest: [•] per cent. per annum
- (xiii) Maximum Rate of Interest: [•] per cent. per annum
- (xiv) Day Count Fraction: [Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Euro)]

	Actual/360
	30/360
	360/360
	Bond Basis
	30E/360
	Eurobond Basis
	<i>Specify other from Condition 4]</i>
(xv) [Pre-Cessation Trigger:	[Applicable]/[Not Applicable]]
Provisions Relating to Redemption	
16. Issuer Call	[Applicable/Not Applicable]
	<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i) Optional Redemption Date(s):	[•]
(ii) Optional Redemption Amount(s) of each Covered Bond:	[•] per Calculation Amount
(iii) If redeemable in part:	
(a) Minimum Redemption Amount:	[•] per Calculation Amount
(b) Maximum Redemption Amount:	[•] per Calculation Amount
(iv) Notice period (if other than as set out in the Conditions):	[•]
	<i>(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer will consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agents)</i>
17. Final Redemption Amount of each Covered Bond	[•] per Calculation Amount
18. Early Redemption Amount of each Covered Bond	
Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons, or on acceleration following an Issuer Event of Default as against the Issuer	[[•] per Calculation Amount/as specified in Condition 6(d)[(i)/(ii)/(iii)]]

or a SB2 CBC Event of Default or other early redemption:

General Provisions Applicable to the Covered Bonds

19. Form of Covered Bonds: [Bearer form / Registered form] (*Delete as appropriate*)
- [Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Definitive Covered Bonds only upon an Exchange Event, subject to mandatory provisions of applicable laws and regulations.]
- [Permanent Global Covered Bond exchangeable for Definitive Covered Bonds only upon an Exchange Event, subject to mandatory provisions of applicable laws and regulations.]
- [Registered Covered Bonds, issued to each holder by way of Registered Covered Bonds Deed.
- Specified office of Issuer for notification of transfers of Registered Covered Bonds: [Principal Paying Agent, [address]/other] [*Delete as appropriate*].]
20. New Global Note [Yes/No]
- (*If "No" is specified here ensure that "Not Applicable" is specified for Eurosystem eligibility in the relevant paragraph of section 8 of Part B of the Final Terms and if "Yes" is specified here ensure that the appropriate specification is made in respect of Eurosystem eligibility in the relevant paragraph of section 8 of Part B of the Final Terms*)
21. Exclusion of set-off [Not applicable/Condition 5(g) applies]
22. For the purposes of Condition 13, under (iii), notices to be published in a leading English language daily newspaper of general circulation in London: [Yes, in [the Financial Times / [*specify other leading English language daily newspaper of general circulation in London*]] / No]
23. Additional Financial Centre(s): [Not Applicable/give details]
- (*Note that this item relates to the date and place of payment and not Interest Period end dates for the purpose of calculating the amount of interest to which items 14(ii) and 15(iv) relate*)
24. Talons for future Coupons to be attached to Bearer Definitive Covered Bonds (and dates on which such Talons mature): [No/Yes] (*If the Covered Bonds have more than 27 coupon payments, talons may be required if,*

on exchange into definitive form, more than 27 coupon payments are left)

25. Consolidation provisions: [The provisions of Condition 16 apply / Not Applicable] (*Only "Not Applicable" if it is intended that there be no future fungible issues to this Series*)
26. Relevant Benchmark[s]: [[[specify benchmark] is provided by [administrator legal name]][repeat as necessary]. As at the date hereof, [[administrator legal name][appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmarks Regulation (Regulation (EU) 2016/1011)]/[Not Applicable]

Responsibility

The Issuer and the SB2 CBC (as far as it concerns the SB2 CBC) accept responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer and the SB2 CBC the information contained in these Final Terms (in the case of the SB2 CBC, the information relating to the SB2 CBC) is in accordance with the facts and makes no omission likely to affect its import. [[*(Relevant third party information)*]] has been extracted from [(specify source)]. Each of the Issuer and the SB2 CBC confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [(specify source)], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

Signed on behalf of the SB2 CBC:

By:
Duly authorised

By:
Duly authorised

By:
Duly authorised

By:
Duly authorised

PART B — OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing [Euronext Amsterdam//[•]/None]
- (Note that Registered Covered Bonds are not intended to be listed)*
- (ii) Admission to trading: [Application [has been made] [is expected to be made] by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on [Euronext Amsterdam][specify relevant regulated market] with effect from [•]]. / [Not Applicable.]
- [The last trading day is expected to be [•].]*
- [The Covered Bonds will be consolidated and form a single Series with the existing Covered Bonds which are admitted to trading on [Euronext Amsterdam/other]]*
- (Where documenting a fungible issue need to indicate that original Covered Bonds are already admitted to trading.)*
- (iii) Estimate of total expenses related to admission to trading: [•]

2. RATINGS

- Ratings: [The Covered Bonds to be issued will not be rated]
- [The Covered Bonds to be issued [have been rated/are expected to be rated]]/[The following ratings reflect ratings assigned to the Covered Bonds of this type under the Programme generally]:
- [Moody's: [•]]
- [Other: [•]: [•]]
- [and endorsed by [insert details including full legal name of credit rating agency/ies]]
- (The above disclosure should reflect the rating allocated to Covered Bonds of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*
- Insert one (or more) of the following options, as applicable:*
- [[Insert full legal name of credit rating agency/ies] [is]/[are] established in the European*

Union and registered under Regulation (EC) No 1060/2009, as amended.]

[[Insert full legal name of credit rating agency/ies] [is]/[are] established in the European Union and [has]/[have each] applied for registration under Regulation (EC) No 1060/2009, as amended, although the result of such application has not yet been determined.]

[[Insert full legal name of credit rating agency/ies] [is]/[are] not established in the European Union and [has]/[have] not applied for registration under Regulation (EC) No 1060/2009, as amended.]

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]**

(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the statement below):

Save as discussed in Section 1.5 (*Subscription and Sale*) of the Securities Note, so far as the Issuer is aware, no person involved in the issue of the Covered Bonds has an interest material to the offer. *[Amend as appropriate if there are other interests]*

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.)]

4. **[REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

[(i) Reasons for the offer: [The net proceeds from the issue of the Covered Bonds will be applied by the Issuer for its general corporate purposes]/[•]]

[(ii) Estimated net proceeds: [•]]

[(iii) Estimated total expenses: [•]]

5. **[YIELD (Fixed Rate Covered Bonds only)**

Indication of yield: [•]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. **OPERATIONAL INFORMATION**

(i) ISIN Code: [•]

(ii) Common Code: [•]

(iii) [Other relevant code:] [•]/[Not Applicable]

- (iv) New Global Note intended to be held in a manner which would allow Eurosystem eligibility: [Yes][No]

[Include this text if "Yes" selected: Note that the designation "Yes" simply means that the Covered Bonds are intended upon issue to be deposited with one of the International Central Securities Depositories as Common Safekeeper [(and registered in the name of a nominee of one of the ICSD's acting as common safekeeper)] *[include this text for registered bonds]* and does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[Include this text if "No" selected: Whilst the designation is set at "No", should the Eurosystem eligibility criteria be amended in the future the Covered Bonds may then be deposited with one of the International Central Securities Depositories as Common Safekeeper. Note that this does not necessarily mean that the Covered Bonds will ever be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met] *["no" must be selected if the Covered Bonds are to be held in Euroclear Netherlands]*

- (v) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)] [Euroclear Netherlands]

- (vii) Delivery: Delivery [against/free of] payment

- (viii) Names and addresses of additional Paying Agent(s) (if any): [•]

- (ix) Name and address of Calculation Agent (if other than Principal Paying Agent): [•]

7. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]

- (ii) If syndicated:
 - (A) Names of Managers: [Not Applicable/*give names*]
 - (B) Stabilising Manager(s) (if any) [Not Applicable/*give name(s)*]
- (iii) If non-syndicated, name of Dealer [Not Applicable/*give name*]
- (iv) Total commission and concession: [Not Applicable][[•] per cent. of the Aggregate Nominal Amount] (*Normally included only for issues pursuant to Rule 144A*)
- (v) U.S. Selling Restrictions: [Reg S Compliance Category 2; TEFRA C/TEFRA D/TEFRA rules not applicable]

1.3 TERMS AND CONDITIONS OF THE COVERED BONDS

The following, other than this paragraph in italics, are the terms and conditions of the Covered Bonds which will be incorporated by reference into each Bearer Global Covered Bond, Registered Covered Bonds Deed and each Bearer Definitive Covered Bond, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer(s) at the time of issue but, if not so permitted and agreed, such Bearer Definitive Covered Bond will have endorsed thereon or attached thereto such terms and conditions. The applicable Final Terms in relation to any Tranche of Covered Bonds may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following terms and conditions, replace or modify the following terms and conditions for the purpose of such Covered Bonds. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Bearer Global Covered Bond, Bearer Definitive Covered Bond and Registered Covered Bonds Deed. Any amendments to the terms and conditions of the Covered Bonds will be made by way of, and in accordance with the applicable requirements for, amendments to the Trust Deed.

This Covered Bond is one of a Series (as defined below) of Covered Bonds issued by ING Bank N.V. (the "**Issuer**") pursuant to a trust deed dated 12 March 2021 (the "**Programme Date**") made between, among others, the Issuer, ING SB2 Covered Bond Company B.V. (the "**SB2 CBC**") and Stichting Trustee ING SB2 Covered Bond Company (the "**Trustee**") (as supplemented, amended and/or restated from time to time, the "**Trust Deed**").

Save as provided for in Conditions 9 (*Events of Default and Enforcement*) and 14 (*Meetings of Covered Bondholders, modification and waiver*) or where the context otherwise requires, references herein to the Covered Bonds shall be references to the Covered Bonds of this Series and shall mean:

- (i) in relation to any Covered Bonds represented by a global covered bond, units of the lowest Specified Denomination in the Specified Currency;
- (ii) any Temporary Global Covered Bonds, any Permanent Global Covered Bonds and any Registered Covered Bonds, as the case may be; and
- (iii) any Bearer Definitive Covered Bonds issued in exchange for a Permanent Global Covered Bond upon the occurrence of an Exchange Event.

The Covered Bonds and the Coupons (as defined below) have the benefit of an agency agreement (such agency agreement as supplemented, amended and/or restated from time to time, the "**Agency Agreement**") entered into on the Programme Date between the Issuer, the SB2 CBC, the Trustee, ING Bank N.V. as issuing and principal paying agent (the "**Principal Paying Agent**"), ING Bank N.V. as registrar (the "**Registrar**"), the other paying agents named therein (together with the Principal Paying Agent, the "**Paying Agents**", which expression shall include any additional or successor paying agent) and the other agents named therein (together with the Paying Agents, the "**Agents**", which expression shall include any additional or successor agent).

Interest bearing Bearer Definitive Covered Bonds have (unless otherwise indicated in the applicable Final Terms) interest coupons ("**Coupons**") and, if indicated in the applicable Final Terms, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Global Covered Bonds do not have Coupons or Talons attached on issue.

The Final Terms for this Covered Bond (or the relevant provisions thereof) are (i) in the case of a Bearer Covered Bond, attached to or endorsed on such Covered Bond or (ii) in the case of a Registered Covered Bond, attached to the relevant Registered Covered Bonds Deed, and supplement these terms and conditions (the "**Conditions**") and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of such Covered Bond. References to the applicable Final Terms are to the Final Terms (or the relevant provisions thereof) attached to or endorsed on such Bearer Covered Bond or the relevant Registered Covered Bond.

The Trustee acts for the benefit of the holders for the time being of the Covered Bonds (the "**Covered Bondholders**", which expression shall, in relation to (i) any Covered Bonds represented by a Temporary Global Covered Bond or a Permanent Global Covered Bond and (ii) any Registered Covered Bond, be construed as provided below) and the holders of Coupons (the "**Couponholders**", which expression shall, unless the context otherwise requires, include the holders of the Talons), and for holders of each other Series in accordance with the provisions of the Trust Deed. Any holders mentioned above include those having a credit balance in the collective depots held by Euroclear Netherlands or one of its participants.

As used herein, "**Tranche**" means Covered Bonds which are identical in all respects (including as to listing) and "**Series**" means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

These Conditions include summaries of, and are subject to, the provisions of the Trust Deed, the Security Documents and the Agency Agreement.

Copies of the Trust Deed, the Security Documents, the Incorporated Terms Memorandum incorporating the Master Definitions Schedule, the Agency Agreement and each of the other Transaction Documents are available for inspection during normal business hours at the registered office for the time being of the Trustee being at Herikerbergweg 88, 1101 CM Amsterdam, The Netherlands and at the specified office of each of the Paying Agents. Copies of the applicable Final Terms for all Covered Bonds of each Series (including in relation to unlisted Covered Bonds of any Series) are obtainable during normal business hours at the specified office of each of the Paying Agents and any Covered Bondholder must produce evidence satisfactory to the Issuer and the Trustee or, as the case may be, the relevant Paying Agent as to its holding of Covered Bonds and identity. The Covered Bondholders and the Couponholders are deemed to have notice of, are bound by, and are entitled to the benefit of, all the provisions of, and definitions contained in, the Trust Deed, the Security Documents, the Incorporated Terms Memorandum, the Agency Agreement, each of the other Transaction Documents and the applicable Final Terms which are applicable to them and to have notice of each Final Terms relating to each other Series.

Except where the context otherwise requires, capitalised terms used and not otherwise defined in these Conditions shall bear the meaning given to them in the applicable Final Terms and/or the master definitions schedule (as supplemented, amended and/or restated from time to time, the "**Master Definitions Schedule**") incorporated in the incorporated terms memorandum dated the Programme Date (as supplemented, amended and/or restated from time to time, the "**Incorporated Terms Memorandum**"), a copy of each of which may be obtained as described above.

1. **Form, denomination and title**

The Covered Bonds are in bearer form ("**Bearer Covered Bonds**") or registered form ("**Registered Covered Bonds**"), the latter issued pursuant to the terms and conditions of a registered covered bonds deed ("**Registered Covered Bonds Deed**"), as set out in the applicable Final Terms, and, if applicable, in definitive form ("**Definitive Covered Bonds**"), serially numbered, in the Specified Currency and the Specified Denomination(s). Covered Bonds of one Specified Denomination may not be exchanged for Covered Bonds of another Specified Denomination.

This Covered Bond may be a Fixed Rate Covered Bond or a Floating Rate Covered Bond or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Definitive Covered Bonds in bearer form ("**Bearer Definitive Covered Bonds**") are issued with Coupons attached.

Under Dutch law, the valid transfer of Covered Bonds requires, among other things, delivery (*levering*) thereof.

For Covered Bonds held by Euroclear Netherlands deliveries will be made in accordance with the Dutch Giro Securities Transfer Act (*Wet giraal effectenverkeer*).

The Issuer, the SB2 CBC, the Paying Agents and the Trustee may (except as otherwise required by law) deem and treat the holder of any Bearer Covered Bond or Coupon as the absolute owner thereof, whether or not any payment is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof and no person shall be liable for so treating such bearer for all purposes but, in the case of any Global Covered Bond, without prejudice to the provisions set out in the first succeeding paragraph. The signatures on this Covered Bond or the relevant Registered Covered Bonds Deed, as applicable, are manual and/or in facsimile.

For so long as any of the Bearer Covered Bonds are represented by a Global Covered Bond in bearer form (a "**Bearer Global Covered Bond**"; and "**Global Covered Bond**" means either a temporary Global Covered Bond or a permanent Global Covered Bond or a Registered Global Covered Bond) held by a common safekeeper on behalf of Euroclear Bank S.A./N.V. as operator of the Euroclear System ("**Euroclear**") and/or Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**"), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Bearer Covered Bonds (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to such nominal amount of such Bearer Covered Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the SB2 CBC, the Paying Agents and the Trustee as the holder of such nominal amount of such Bearer Covered Bonds for all purposes other than with respect to the payment of principal or interest or other amounts on such nominal amount of such Bearer Covered Bonds, for which purpose the bearer of the relevant Bearer Global Covered Bond shall be treated by the Issuer, the SB2 CBC, any Paying Agent and the Trustee as the holder of such nominal amount of such Bearer Covered Bonds in accordance with and subject to the terms of the relevant Bearer Global Covered Bond and the expression "**Covered Bondholder**" and related expressions shall be construed accordingly. In determining whether a particular person is entitled to a particular nominal amount of Bearer Covered Bonds as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error or an error established as such to the satisfaction of the Trustee, be conclusive and binding on all concerned. Bearer Covered Bonds which are represented by a Bearer Global Covered Bond will be transferable only in accordance with the rules and procedures for the time being of the relevant clearing system.

Where Covered Bonds represented by a Permanent Global Covered Bond are deposited with Euroclear Netherlands, a Covered Bondholder shall not have the right to request delivery (*uitlevering*) of his Covered Bonds under the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*) other than as set out in the Global Covered Bond.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee but shall not include Euroclear Netherlands. Any amendments to the Conditions required in connection with such additional or alternative clearing system shall be specified in the applicable Final Terms.

2. **Status of the Covered Bonds**

The Covered Bonds and any related Coupons constitute unsubordinated and unsecured obligations of the Issuer, guaranteed by the Guarantee and rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, present and future, other than any obligations preferred by mandatory provisions of applicable law.

3. The Guarantee

Pursuant to a guarantee issued under the Trust Deed, the SB2 CBC has as an independent obligation irrevocably undertaken to pay the Guaranteed Amounts when the same shall become Due for Payment (the "**Guarantee**"). However, the SB2 CBC shall have no such obligation under the Guarantee until (i) the occurrence of an Issuer Event of Default, service by the Trustee on the Issuer of an Issuer Acceleration Notice and service by the Trustee on the SB2 CBC of a Notice to Pay or (ii) the occurrence of a SB2 CBC Event of Default and the service by the Trustee of a SB2 CBC Acceleration Notice on the Issuer and the SB2 CBC. In addition, if the SB2 CBC is obliged under the Guarantee to pay a Guaranteed Final Redemption Amount in relation to any Series, then:

- (a) the obligation of the SB2 CBC to pay such Guaranteed Final Redemption Amount in respect of such Series shall be deferred to, and shall under the Guarantee be due on, the Extended Due for Payment Date, unless on the date when such Guaranteed Final Redemption Amount is Due for Payment (the "**Extension Date**") or any subsequent Interest Payment Date which applies pursuant to paragraph (b) below and which falls prior to the Extended Due for Payment Date, any moneys are available to the SB2 CBC after the SB2 CBC shall under the relevant Priority of Payments have paid or provided for (1) all higher and *pari passu* ranking amounts, (2) all Guaranteed Final Redemption Amounts pertaining to any Series with an Extended Due for Payment Date falling prior to the SB2 CBC Payment Period in which the Extended Due for Payment Date for the relevant Series falls, in which case the SB2 CBC shall (i) give notice thereof to the holders of the relevant Covered Bonds (in accordance with Condition 13 (*Notices*)), the Rating Agencies, the Trustee, the Principal Paying Agent and the Registrar (in the case of Registered Covered Bonds) as soon as reasonably practicable and in any event at least two Business Days prior to the Extension Date and/or such Interest Payment Date, respectively, and (ii) apply such remaining available moneys in payment, in whole or in part, of such Guaranteed Final Redemption Amount, if applicable *pro rata* with any Guaranteed Final Redemption Amount pertaining to a Series with an Extended Due for Payment Date falling in the same SB2 CBC Payment Period in which the Extended Due for Payment Date for the relevant Series falls (and to such extent such Guaranteed Final Redemption Amount shall for the purpose of the relevant Priority of Payments and all other purposes be due) on the Extension Date and/or such Interest Payment Date, respectively; and
- (b) the SB2 CBC shall under the Guarantee owe interest over the unpaid portion of such Guaranteed Final Redemption Amount, which shall accrue and be payable on the basis set out in the applicable Final Terms or, if not set out therein, Condition 4 (*Interest*) provided that for this purpose only all references in Condition 4 (*Interest*) to the Final Maturity Date of such Series of Covered Bonds are deemed to be references to the Extended Due for Payment Date, *mutatis mutandis*,

all without prejudice to the SB2 CBC's obligation to pay any other Guaranteed Amount (i.e. other than the Guaranteed Final Redemption Amount) when Due for Payment.

The rights under the Guarantee (a) form an integral part of the Covered Bonds, (b) are of interest to a holder of Covered Bonds only if, to the extent that, and for so long as, it holds Covered Bonds and (c) can only be transferred together with all other rights under the relevant Covered Bond. The obligations of the SB2 CBC under the Guarantee are unsubordinated and unguaranteed obligations of the SB2 CBC, which are secured (indirectly, through a parallel debt) as provided for in the relevant Security Documents.

As security for a parallel debt corresponding to the SB2 CBC's obligations under the Guarantee and the other Transaction Documents to which it is a party, the SB2 CBC has granted the following security rights to the Trustee:

- (i) a first ranking right of pledge over the Transferred Assets;

- (ii) a first ranking right of pledge over the moneys standing to the credit of the SB2 CBC Accounts from time to time; and
- (iii) a first ranking right of pledge over the SB2 CBC's present and future rights (*vorderingen*) *vis-à-vis* any debtors of the SB2 CBC under any Transaction Document to which the SB2 CBC is a party, other than the Management Agreement (SB2 CBC).

The holders of the Covered Bonds of each Series will, through the Trustee, benefit from the Security and are deemed to have acknowledged, and are bound by, Clause 8 (*Parallel Debt*) of the Trust Deed.

For the purposes of these Conditions:

"Extended Due for Payment Date" means in relation to any Series, the date falling twelve (12) calendar months after the Final Maturity Date, as specified as such in the applicable Final Terms; and

"Guaranteed Final Redemption Amount" means a Guaranteed Amount relating to Scheduled Principal payable on the Final Maturity Date in respect of any Series.

4. Interest

(a) *Interest on Fixed Rate Covered Bonds*

Each Fixed Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the applicable Rate of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Final Maturity Date and subject to Condition 3 (*The Guarantee*), the Extended Due for Payment Date.

Except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

If a **"Business Day Convention"** is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) the **"Following Business Day Convention"**, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (ii) the **"Modified Following Business Day Convention"**, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (iii) the **"Preceding Business Day Convention"**, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

If **"Interest Amount Adjustment"** is specified to be applicable in the applicable Final Terms, (a) any Interest Payment Date otherwise falling on a day which is not a Business Day (as defined below) will be postponed or brought forward (as applicable) in accordance with the Business Day Convention set out in the applicable Final Terms (as described above) and (b) the amount of interest payable on such Interest Payment Date will be adjusted accordingly and the provisions of subparagraphs (iv) (excluding the

determination and notification of the Rate of Interest) and (v) of Condition 4(b) below shall apply, *mutatis mutandis*, as though references to "**Floating Rate Covered Bonds**" were to "**Fixed Rate Covered Bonds**" and references to "**Interest Amounts**" were to amounts of interest payable in respect of Fixed Rate Covered Bonds.

If "**Interest Amount Adjustment**" is specified as not to be applicable in the applicable Final Terms, and assuming a Business Day Convention has been specified, any Interest Payment Date otherwise falling on a day which is not a Business Day will be postponed or brought forward (as applicable) in accordance with the Business Day Convention set out in the applicable Final Terms (as described below) and there will be no corresponding adjustment of the amount of interest payable on such Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards or otherwise in accordance with applicable market convention) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the Fixed Rate Covered Bond, divided by the Calculation Amount.

In these Conditions:

"**Business Day**" means, save as otherwise specified in the applicable Final Terms, a day which is both:

- (A) in relation to any sum payable in euro on a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto (the "**TARGET System** ") is operating; and;
- (B) a day 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 Amsterdam and in any Additional Business Centre specified in the applicable Final Terms.

"**Calculation Amount**" has the meaning given thereto in the applicable Final Terms;

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 4(a):

- (i) if "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms:
 - (A) in the case of Covered Bonds where the actual number of days in the relevant period from (and including) the most recent 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 (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
 - (B) in the case of Covered Bonds where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins

divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

- (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (ii) if "30/360" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + 30 \times (M_2 - M_1) + (D_2 - D_1)}{360}$$

where:

- "Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;
- "Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;
- "M₁" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;
- "M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;
- "D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and
- "D₂" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

"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);

"Final Maturity Date" means in respect of a Series, the Interest Payment 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 these Conditions, as specified in the relevant Final Terms;

"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.

"Principal Amount Outstanding" means, on any date:

- (i) in respect of a Covered Bond outstanding, the principal amount of that Covered Bond 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 on or prior to that date; and

- (ii) in relation to the Covered Bonds outstanding at any time, the aggregate of the amount in (i) in respect of all Covered Bonds outstanding; and

"**sub-unit**" means one euro cent.

(b) ***Interest on Floating Rate Covered Bonds***

(i) ***Interest Payment Dates***

Each Floating Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, the expression "**Interest Period**" shall mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If a "**Business Day Convention**" is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 4(b)(i)(B) above, the "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**", such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (2) the "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the "**Modified Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event

such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

- (4) the "**Preceding Business Day Convention**", such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

If "**Interest Amount Adjustment**" is specified to be applicable in the applicable Final Terms, (a) any Interest Payment Date otherwise falling on a day which is not a Business Day will be postponed or brought forward (as applicable) in accordance with the Business Day Convention set out in the applicable Final Terms (as described above) and (b) the amount of interest payable on such Interest Payment Date will be adjusted accordingly.

If "**Interest Amount Adjustment**" is specified as not to be applicable in the applicable Final Terms, and assuming a Business Day Convention has been specified, any Interest Payment Date otherwise falling on a day which is not a Business Day will be postponed or brought forward (as applicable) in accordance with the Business Day Convention set out in the applicable Final Terms (as described above) and there will be no corresponding adjustment of the amount of interest payable on such Interest Payment Date.

(ii) *Rate of Interest*

The Rate of Interest from time to time in respect of Floating Rate Covered Bonds will be determined in the manner described further in subparagraph (A) or subparagraph (B) below, as specified in the applicable Final Terms.

(A) ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (A), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent (as defined in the terms in the ISDA Definitions) for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Covered Bonds (the "**ISDA Definitions**") and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity is a period as specified in the applicable Final Terms; and
- (3) the relevant Reset Date is, on the Euro-zone inter-bank offered rate ("**EURIBOR**"), the first day of that Interest Period or (ii) in any other case, as specified in the applicable Final Terms.

For the purposes of this subparagraph (A), "**Floating Rate**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations, (expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time, in the case of EURIBOR) on the Interest Determination Date in question,

plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.

If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of (1) above, no offered quotation appears or if, in the case of (2) above, fewer than three offered quotations appear, in each case as at 11.00 a.m. (Amsterdam time, in the case of a determination of EURIBOR) the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the time specified two paragraphs above on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being (a) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately 11.00 a.m. (Amsterdam time, in the case of a determination of EURIBOR) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR), plus or minus (as appropriate) the Margin (if any) or (b) if fewer than two of the Reference Banks provide the Principal Paying Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the

arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately 11.00 a.m. (Amsterdam time, in the case of a determination of EURIBOR) on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Administrator suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR), plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Covered Bonds is specified in the applicable Final Terms as being other than EURIBOR, the Rate of Interest in respect of such Covered Bonds will be determined as follows:

- (1) if the Reference Rate is a composite quotation or customarily supplied by one entity, by the Principal Paying Agent as the Reference Rate which appears on the Relevant Screen Page as at 11.00 a.m. in the principal financial centre of the relevant currency (such as London, or Amsterdam in respect of the Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)) on the relevant Interest Determination Date; or
- (2) in any other case, by the Calculation Agent as the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as at the time specified in the preceding paragraph on the relevant Interest Determination Date.

For the purpose of this paragraph (B), "**Reference Bank**" means, in the case of a determination of EURIBOR, the principal office of four major banks in the Eurozone inter-bank market selected by the Administrator.

(iii) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) *Determination of Rate of Interest and calculation of Interest Amounts*

The Calculation Agent, in the case of Floating Rate Covered Bonds, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. The Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same. The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on the Floating Rate Covered Bonds in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the Floating Rate Covered Bond divided by the Calculation Amount.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 4(b):

- (a) if "**Actual/Actual (ISDA)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (b) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (c) if "**Actual/365 (Euro)**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (d) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (e) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + 30 \times (M_2 - M_1) + (D_2 - D_1)}{360}$$

where:

- "**Y₁**" is the year, expressed as a number, in which the first day of the Interest Period falls;
- "**Y₂**" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;
- "**M₁**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D₂ will be 30; and

- (f) if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + 30 \times (M_2 - M_1) + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30.

- (v) *Notification of Rate of Interest and Interest Amounts*

The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Principal Paying Agent, the Issuer, the Trustee and any competent listing authority, stock exchange and/or quotation system on or by which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded and notice thereof to be published in accordance with Condition 13 (*Notices*) as soon as possible after their determination but in no event later than the fourth Amsterdam Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be

promptly notified by the Issuer to each competent listing authority, stock exchange and/or quotation system on or by which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded and to the Covered Bondholders in accordance with Condition 13 (*Notices*). For the purposes of this paragraph, the expression "**Amsterdam Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Amsterdam. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Floating Rate Covered Bond having the minimum Specified Denomination.

(vi) *Determination or calculation by Trustee*

If for any reason at any relevant time the Principal Paying Agent or, as the case may be, the Calculation Agent defaults in its obligation to determine the Rate of Interest or the Principal Paying Agent defaults in its obligation to calculate any Interest Amount in accordance with subparagraph (ii)(A) or (B) above, as the case may be, and in each case in accordance with paragraph (iv) above, the Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Principal Paying Agent or the Calculation Agent, as applicable.

(vii) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(b), whether by the Principal Paying Agent or, if applicable, the Calculation Agent, or the Trustee shall (in the absence of wilful default, bad faith or manifest error or an error established as such to the satisfaction of the Trustee) be binding on the Issuer, the SB2 CBC, the Principal Paying Agent, the Calculation Agent (if applicable), the other Paying Agents, the Trustee and all Covered Bondholders, and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the SB2 CBC, the Covered Bondholders, or the Couponholders shall attach to the Principal Paying Agent or, (if applicable), the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(viii) *Benchmark Discontinuation*

(A) *Independent Adviser*

If the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) determines that a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer or, following an Issuer Event of

Default, the SB2 CBC (as applicable) determining a Successor Rate or Alternative Rate and the applicable Adjustment Spread and any other amendments to the terms of the Covered Bonds (including, without limitation, any Benchmark Amendments (in accordance with Condition 4(b)(viii)(D))).

In making such determination, the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) shall act in good faith as an expert. In the absence of fraud, the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) and the Independent Adviser, as applicable, shall have no liability whatsoever to the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), the Calculation Agent, the Covered Bondholders or the Couponholders for any determination made by it or for any advice given to the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) in connection with any determination made by the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), pursuant to this Condition 4(b)(viii).

An Independent Adviser appointed pursuant to this Condition 4(b)(viii) shall act in good faith as an expert and (in the absence of fraud) shall have no liability whatsoever to the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), the Principal Paying Agent, the Covered Bondholders or the Couponholders for any determination made by it or for any advice given to the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) in connection with any determination made by the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), pursuant to this Condition 4(b)(viii).

If the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) is unable to appoint an Independent Adviser in accordance with this Condition 4(b)(viii), the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), acting in good faith, may still make any determinations and/or any amendments contemplated by and in accordance with this Condition 4(b)(viii) (with the relevant provisions in this Condition 4(b)(viii) applying *mutatis mutandis* to allow such determinations or amendments to be made by the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) without consultation with an Independent Adviser). Where this Condition 4(b)(viii) applies, without prejudice to the definitions set herein, for the purposes of making any determination contemplated by this Condition 4(b)(viii), the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) will take into account any relevant and applicable market precedents and customary market usage as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets.

(B) Successor Rate or Alternative Rate

If the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), following consultation with the Independent Adviser (if appointed) determines, acting in good faith and in a commercially reasonable manner, that:

- (1) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4(b)(viii)(C))

subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Covered Bonds (subject to the operation of this Condition 4(b)(viii)); or

- (2) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4(b)(viii)(C)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Covered Bonds (subject to the operation of this Condition 4(b)(viii)).

(C) Adjustment Spread

If the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), following consultation with the Independent Adviser (if appointed) and acting in good faith and in a commercially reasonable manner, determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(D) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 4(b)(viii) and the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), following consultation with the Independent Adviser (if appointed), determines acting in good faith and in a commercially reasonable manner (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) shall, subject to giving notice thereof in accordance with Condition 4(b)(viii)(E), without any requirement for the consent or approval of Covered Bondholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), but subject to receipt by the Principal Paying Agent and the Trustee of a certificate signed by two authorised signatories of the Issuer or, following an Issuer Event of Default, a certificate signed by two authorised signatories of the SB2 CBC (as applicable) pursuant to Condition 4(b)(viii)(E), the Principal Paying Agent shall (at the expense of the Issuer), without any requirement for the consent or approval of the Covered Bondholders, be obliged to concur with the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) in effecting any Benchmark Amendments (including, inter alia, by the execution of an agreement supplemental to or amending the Agency Agreement), provided that the Principal Paying Agent shall not be obliged so to concur if in the opinion of the Principal Paying Agent doing so would impose more onerous obligations upon it

or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Principal Paying Agent in these Conditions or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) in any way.

In connection with any such variation in accordance with this Condition 4(b)(viii)(D), the Issuer shall comply with the rules of any stock exchange on which the Covered Bonds are for the time being listed or admitted to trading.

(E) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(b)(viii) will be notified promptly by the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) to the Principal Paying Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 13, the Covered Bondholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Principal Paying Agent and the Trustee of the same, the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) shall deliver to the Principal Paying Agent and the Trustee a certificate signed by two authorised signatories of the Issuer or, following an Issuer Event of Default, a certificate signed by two authorised signatories of the SB2 CBC (as applicable):

- (a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate, (iii) the applicable Adjustment Spread and (iv) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(b)(viii); and
- (b) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Principal Paying Agent and the Trustee shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Principal Paying Agent's and Trustee's ability to rely on such certificate as aforesaid) be binding on the Issuer, the SB2 CBC, the Trustee, the Principal Paying Agent, the Calculation Agent, the Paying Agents and the Covered Bondholders..

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) under Condition 4(b)(viii)

(A), (B), (C) and (D), the Original Reference Rate and the fallback provisions provided for in Condition 4(b)(ii)(B) will continue to apply until the Calculation Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4(b)(viii)(E).

(G) Definitions:

As used in Condition 4(b)(viii):

"Adjustment Spread" means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (1) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (2) the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), following consultation with the Independent Adviser (if appointed), determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable) determines that no such spread is customarily applied);
- (3) the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), following consultation with the Independent Adviser (if appointed), determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

"Alternative Rate" means an alternative benchmark or screen rate which the Issuer or, following an Issuer Event of Default, the SB2 CBC (as applicable), following consultation with the Independent Adviser (if appointed), determines in accordance with Condition 4(b)(viii)(B) is customary applied in the international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Covered Bonds.

"Benchmark Amendments" has the meaning given to it in Condition 4(b)(viii)(D).

"Benchmark Event" means:

- (1) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (2) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

- (3) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (4) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally or in respect of the Covered Bonds;
- (5) it has become unlawful for any Paying Agent, Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Covered Bondholder using the Original Reference Rate; or
- (6) if "Pre-cessation Trigger" is specified as being applicable in the applicable Final Terms, a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market,

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (2) and (3) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (4) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (6) above (when applicable), on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case if different, not the date of the relevant public statement.

"Independent Adviser" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer, or following an Issuer Event of Default, the SB2 CBC (as applicable) under Condition 4(b)(viii)(A).

"Original Reference Rate" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Covered Bonds.

"Relevant Nominating Body" means, in respect of a benchmark or screen rate (as applicable):

- (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (2) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

"Successor Rate" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(c) ***Accrual of Interest***

Each Covered Bond (or in the case of the redemption of part only of a Covered Bond, that part only of such Covered Bond) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue as provided in the Trust Deed.

(d) ***Interest Rates Positive***

The rate of interest payable in respect of the Covered Bonds shall never be less than zero. If the method for determining a rate of interest applicable to the Covered Bonds would result in a negative figure, the applicable rate of interest will be deemed to be zero.

5. **Payments**

(a) ***Method of payment***

Subject as provided below, payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment in these Conditions, the Trust Deed, the Agency Agreement and the Final Terms, but without prejudice to the provisions of Condition 7 (*Taxation*). References to Specified Currency will include any successor currency under applicable law.

(b) ***Presentation of Bearer Definitive Covered Bonds and Coupons***

Payments of principal in respect of Bearer Definitive Covered Bonds will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Bearer Definitive Covered Bonds, and payments of interest in respect of Bearer Definitive Covered Bonds will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States.

Bearer Definitive Covered Bonds which are Fixed Rate Covered Bonds should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter. Upon any Bearer Definitive Covered Bond which is a Fixed Rate Covered Bond becoming due and repayable prior to its Final Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Bearer Definitive Covered Bond which is a Floating Rate Covered Bond becomes due and repayable in whole, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

If the due date for redemption of any Bearer Definitive Covered Bond is not an Interest Payment Date, interest (if any) accrued in respect of such Covered Bond from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Bearer Definitive Covered Bond.

(c) ***Payments in respect of Global Covered Bonds***

Payments of principal and interest (if any) in respect of Covered Bonds represented by any Global Covered Bond not in new global note form will (subject as provided below) be made in the manner specified above in relation to Bearer Definitive Covered Bonds and otherwise in the manner specified in the relevant Bearer Global Covered Bond against presentation or surrender (as the case may be) of such Bearer Global Covered Bond at the specified office of any Paying Agent (which, in the case of any Bearer Global Covered Bond shall be located outside the United States). A record of each payment made against presentation or surrender of any Bearer Global Covered Bond, distinguishing between any payment of principal and any payment of interest, will be made on such Bearer Global Covered Bond by the Paying Agent to which it was presented and such record shall be *prima facie* evidence that the payment in question has been made. If a Bearer Global Covered Bond is in the form of a new global note, the Issuer shall procure that details of each payment of principal and interest (if any) made in respect of such Covered Bonds shall be entered *pro rata* in the records of the relevant clearing system and, in the case of payments of principal, the principal amount of such Covered Bonds recorded in the records of the relevant clearing system and represented by the Bearer Global Covered Bond in the form of a new global note will be reduced accordingly. Payments in respect of a Bearer Global Covered Bond in the form of a new global note will be made to its holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge.

(d) ***General provisions applicable to payments***

The holder of a Bearer Global Covered Bond shall be the only person entitled to receive payments in respect of Bearer Covered Bonds represented by such Bearer Global Covered Bond and the Issuer or the SB2 CBC and the Trustee will be discharged by payment to, or to the order of, the holder of such Bearer Global Covered Bond in respect of each amount so paid.

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, Euroclear Netherlands or any other agreed clearing system as the beneficial holder of a particular nominal amount of Covered Bonds represented by a Global Covered Bond must look solely to Euroclear, Clearstream, Luxembourg, Euroclear Netherlands, or any other agreed clearing system, as the case may be, for his share of each payment so made by the Issuer or the SB2 CBC or the Trustee to, or to the order of, the holder of such Global Covered Bond.

(e) ***Payment Day***

If the date for payment of any amount in respect of any Covered Bond or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other

payment in respect of such delay. For these purposes, "**Payment Day**" means any day which (subject to Condition 8 (*Prescription*)) is:

- (i) is a day on which the TARGET System is operating; and
- (ii) a day 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:
 - (A) in the case of Bearer Covered Bonds in definitive form only, the relevant place of presentation; and
 - (B) any Additional Financial Centre specified in the applicable Final Terms.

For the purpose of any payments made in respect of a Global Covered Bond, the relevant place of presentation shall be disregarded in the definition of "**Payment Day**".

(f) ***Interpretation of principal and interest***

Any reference in these Conditions to principal in respect of the Covered Bonds shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 7 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (ii) the Final Redemption Amount of the Covered Bonds;
- (iii) the Early Redemption Amount of the Covered Bonds;
- (iv) the Optional Redemption Amount(s) (if any) of the Covered Bonds;
- (v) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Covered Bonds; and
- (vi) any Excess Proceeds which may be payable by the Trustee under or in respect of the Covered Bonds.

Any reference in these Conditions to interest in respect of the Covered Bonds shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

(g) ***Set-off***

If this Condition 5(g) is specified to apply in the applicable Final Terms (i) any payments under or pursuant to the Covered Bonds shall be made by the Issuer free of set-off and withholding; and (ii) for the purpose of Registered Covered Bonds to be issued to a German insurance company or pension fund under the German Insurance Supervisory Act, the Issuer and the SB2 CBC each hereby waive, for the benefit of all present and future holders of the Registered Covered Bonds, any right to set-off (*verrekenen*, in German: *aufrechnen*) any amount against, any right to retain (*inhouden*, in German: *zurückbehalten*) any amount from, and any right of pledge (*pandrecht*, in German: *Pfandrecht*), including but not limited to any right of pledge created under the Issuer's General Banking Conditions, with regard to any amount it owes under or in respect of the Registered Covered Bonds and any similar right which may adversely affect the rights under or in respect of the Registered Covered Bonds. This waiver (i) applies as far as and

as long as and to the extent that the Registered Covered Bonds are part of the security funds (*Sicherungsvermögen*) within the meaning of the German Insurance Supervisory Act (*Versicherungsaufsichtsgesetz*), also in the event of an insolvency or in the event that insolvency proceedings or similar proceedings are instituted and (ii) prevails over any present or future agreement with a conflicting content, save in the case of future agreements only, where such future agreement has a conflicting content which explicitly refers to this specific waiver.

6. **Redemption and purchase**

(a) ***Redemption at maturity***

Unless previously redeemed or purchased and cancelled as specified below and subject to Condition 3 (*The Guarantee*), each Covered Bond will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Final Maturity Date (the "**Final Redemption Amount**").

(b) ***Redemption for tax reasons***

The Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Covered Bond is not a Floating Rate Covered Bond) or on any Interest Payment Date (if this Covered Bond is a Floating Rate Covered Bond), on giving not less than 30 nor more than 60 days' notice to the Trustee, the Registrar and the Principal Paying Agent and, in accordance with Condition 13 (*Notices*), the Covered Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that:

- (i) on the occasion of the next payment due under the Covered Bonds, the Issuer has or will become obliged to withhold or account for tax in respect of Covered Bonds as referred to in Condition 7 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 7 (*Taxation*)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Covered Bonds; and
- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Covered Bonds then due.

Prior to the publication of any notice of redemption pursuant to this Condition 6, the Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Covered Bondholders and the Couponholders.

Covered Bonds redeemed pursuant to this Condition 6(b) will be redeemed at their Early Redemption Amount referred to in Condition 6(d) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(c) ***Redemption at the option of the Issuer (Issuer Call)***

If Issuer Call is specified in the applicable Final Terms, the Issuer may, having given:

- (i) not less than 15 days nor more than 30 days' notice to the Covered Bondholders in accordance with Condition 13 (*Notices*) or such other notice period as may be specified in the applicable Final Terms; and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Trustee, the Principal Paying Agent and the Registrar,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Covered Bonds then outstanding on any **Optional Redemption Date** specified in the applicable Final Terms and at the Optional Redemption Amount(s) specified in the applicable Final Terms, together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date, provided that no Issuer Event of Default has occurred and is continuing. Any such (partial) redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms. In the case of a partial redemption of Covered Bonds, the Covered Bonds to be redeemed (the "**Redeemed Covered Bonds**") will be selected individually by lot, in the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, and where applicable in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) and/or Euroclear Netherlands and/or, as the case may be, any other agreed clearing system, in the case of Redeemed Covered Bonds represented by a Global Covered Bond, in each case, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"). In the case of Redeemed Covered Bonds (i) represented by Definitive Covered Bonds, a list of the serial numbers and (ii) in the case of Registered Covered Bonds, the nominal amount drawn and the holders thereof, of such Redeemed Covered Bonds will be published in accordance with Condition 13 (*Notices*) not less than 15 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Covered Bonds represented by Definitive Covered Bonds shall bear the same proportion to the aggregate nominal amount of all Redeemed Covered Bonds as the aggregate nominal amount of Definitive Covered Bonds outstanding bears to the aggregate nominal amount of the Covered Bonds outstanding, in each case on the Selection Date, provided that such first mentioned nominal amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate nominal amount of Redeemed Covered Bonds represented by a Global Covered Bond shall be equal to the balance of the Redeemed Covered Bonds. No exchange of the relevant Global Covered Bond will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph (c) and notice to that effect shall be given by the Issuer to the Covered Bondholders in accordance with Condition 13 (*Notices*) at least five days prior to the Selection Date.

(d) ***Early Redemption Amounts***

For the purpose of paragraph (b) above and Condition 9 (*Events of Default and Enforcement*), each Covered Bond will be redeemed at its Early Redemption Amount calculated as follows (each, the relevant "**Early Redemption Amount**"):

- (i) in the case of a Covered Bond with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (ii) in the case of a Covered Bond with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Covered Bond is denominated, at the amount specified in the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its nominal amount; or

(iii) such other redemption amount as may be specified in the applicable Final Terms.

(e) ***Purchases***

The Issuer, any other member of the ING Group from time to time and/or the SB2 CBC may at any time purchase Covered Bonds (provided that, in the case of Definitive Covered Bonds, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. If purchases are made by tender, tenders must be available to all Covered Bondholders alike. Such Covered Bonds may be held, reissued, resold or, at the option of the Issuer, such member of the ING Group or the SB2 CBC, surrendered to any Paying Agent for cancellation.

(f) ***Cancellation***

All Bearer Covered Bonds which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Bearer Covered Bonds so cancelled and any Bearer Covered Bonds purchased and cancelled pursuant to paragraph (e) above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

(g) ***Redemption due to illegality***

The Covered Bonds of all Series may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Trustee, the Registrar and the Principal Paying Agent and, in accordance with Condition 13 (*Notices*), all Covered Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that it has, or will, before the next Interest Payment Date of any Covered Bond of any Series, become unlawful for the Issuer to make any payments under the Covered Bonds as a result of any change in, or amendment to, the applicable laws or regulations or any change in the application or official interpretation of such laws or regulations, which change or amendment has become or will become effective before the next such Interest Payment Date.

Covered Bonds redeemed pursuant to this Condition 6(h) will be redeemed at their Early Redemption Amount referred to in Condition 6(d) (*Redemption and purchase — Early Redemption Amounts*) above together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(h) ***Certificate***

Prior to the publication of any notice of redemption pursuant to this Condition 6 (*Redemption and purchase*), the Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on all Covered Bondholders.

7. **Taxation**

All payments of principal and interest in respect of the Covered Bonds and Coupons by the Issuer or the SB2 CBC, as the case may be, will be made without withholding or deduction of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In the event of a withholding or deduction being made by the Issuer in respect of a payment made by it, the Issuer will not be obliged to pay any additional amounts as a consequence.

Should any payments made by the SB2 CBC under the Guarantee be made subject to any withholding or deduction on account of taxes or duties of whatever nature imposed or levied by or on account of any Tax Jurisdiction the SB2 CBC will not be obliged to pay any additional amounts as a consequence.

As used herein:

"Relevant Date" in relation to a payment means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee or the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Covered Bondholders in accordance with Condition 13 (*Notices*); and

"Tax Jurisdiction" means The Netherlands or any political subdivision or any authority thereof or therein having power to tax.

Condition relating to FATCA

Notwithstanding any other provision in these Conditions, the Issuer and the SB2 CBC shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions) ("**FATCA**") or pursuant to any agreement with the U.S. Internal Revenue Service or any law implementing an intergovernmental approach to FATCA ("**FATCA withholding**"). The Issuer and the SB2 CBC will have no obligation to pay additional amounts or otherwise indemnify a holder/an investor for any FATCA withholding deducted or withheld by the Issuer, the SB2 CBC, any the Paying Agent, the Registrar or any other party.

8. **Prescription**

The Covered Bonds and Coupons will become void unless presented for payment within a period of five years after the date on which the relevant payment first became due, subject in each case to the provisions of Condition 5(b) (*Payments — Presentation of Bearer Definitive Covered Bonds and Coupons*).

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 8 or Condition 5(b) (*Payments — Presentation of Bearer Definitive Covered Bonds and Coupons*) or any Talon which would be void pursuant to Condition 5(b) (*Payments — Presentation of Bearer Definitive Covered Bonds and Coupons*).

9. **Events of Default and Enforcement**

(a) ***Issuer Events of Default***

An "**Issuer Acceleration Notice**" means a notice from the Trustee in writing to the Issuer that as against the Issuer (but not against the SB2 CBC) each Covered Bond of each Series is, and each such Covered Bond shall thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Trust Deed.

The Trustee at its discretion may, and:

- (1) in relation to the defaults set out in subparagraphs (i) and (v) below; or
- (2) if so directed by a Programme Resolution of the Covered Bonds,

shall give an Issuer Acceleration Notice (subject in each case to being indemnified and/or secured to its satisfaction), if any of the following events (each an "**Issuer Event of Default**") shall occur and be continuing:

- (i) default is made by the Issuer for a period of 7 calendar days or more in the payment of any principal or redemption amount, or for a period of 14 calendar days or more in the payment of any interest of the Covered Bonds of any Series when due; or
- (ii) a default is made in the performance by the Issuer of any material obligation (other than any obligation for the payment of principal, redemption amount or interest in respect of the Covered Bonds of any Series) under the provisions of the Covered Bonds of any Series or the Trust Deed or any other Transaction Document to which the Issuer is a party which (unless certified by the Trustee, in its opinion, to be incapable of remedy) shall continue for more than 30 calendar days after written notification requiring such default to be remedied and indicating that this provision may be invoked if it is not so remedied, shall have been given to the Issuer by the Trustee in accordance with the Trust Deed; or
- (iii) an order is made or an effective resolution passed for the dissolution or winding up of the Issuer (except a dissolution or winding up for the purpose of (a) a merger, reconstruction, amalgamation, or following the transfer of all or substantially all of the assets of the Issuer, for which Rating Agency Confirmation has been obtained or (b) a demerger or split-off (*splitsing of afsplitsing*) for which Rating Agency Confirmation has been obtained); or
- (iv) a liquidator, receiver or other similar officer is appointed in relation to the Issuer or in relation to the whole of its assets; or the Issuer initiates or consents to judicial proceedings relating to its bankruptcy (*faillissement*) or equivalent or analogous proceedings under any applicable law, or shall make a conveyance, assignment or assignation for the benefit of, or shall enter into any composition (*akkoord*) with, its creditors generally; or
- (v) the Issuer is adjudged or found bankrupt (*failliet*) or equivalent or analogous judgments or measures under any applicable law, are imposed on the Issuer,

provided that (1) in case an event described in paragraph (ii) above shall occur, the Trustee shall only deliver an Issuer Acceleration Notice if it shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Covered Bondholders of any Series and (2) failure by the Issuer to comply with the CB Legislation shall not in itself be an Issuer Event of Default, unless such breach by the Issuer is also a breach of its obligations under the Covered Bonds or Coupons of any Series, the Trust Deed or any other Transaction Document to which the Issuer is a party which constitutes an Issuer Event of Default in accordance with paragraph (ii) above.

Upon delivery of an Issuer Acceleration Notice pursuant to this Condition 9(a), the Trustee shall forthwith serve a notice to pay (the "**Notice to Pay**") on the SB2 CBC pursuant to the Guarantee and the SB2 CBC shall be required to make payments of Guaranteed Amounts when the same shall become Due for Payment in accordance with the terms of the Guarantee.

Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice, the Trustee may or shall take such proceedings against the Issuer in accordance with the first paragraph of Condition 9(c) (*Enforcement*).

The Trust Deed provides that all moneys received by the Trustee from the Issuer or any administrator, liquidator, trustee or other similar official appointed in relation to the Issuer

following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice and a Notice to Pay (the "**Excess Proceeds**"), shall, unless a SB2 CBC Event of Default has occurred which is continuing, be paid by the Trustee on behalf of the Covered Bondholders of the relevant Series to the SB2 CBC for its own account, as soon as practicable, and shall be held by the SB2 CBC in the AIC Account and shall be used by the SB2 CBC in the same manner as all other moneys from time to time standing to the credit of the AIC Account. Any Excess Proceeds received by the Trustee shall discharge *pro tanto* the obligations of the Issuer in respect of the Covered Bonds and Coupons for an amount equal to such Excess Proceeds. However, the receipt by the Trustee of any Excess Proceeds shall not reduce or discharge any of the obligations of the SB2 CBC under the Guarantee.

Each Covered Bondholder shall be deemed to have irrevocably directed the Trustee to pay the Excess Proceeds to the SB2 CBC in the manner as described above.

(b) ***SB2 CBC Events of Default***

A "**SB2 CBC Acceleration Notice**" means a notice in writing to the SB2 CBC copied to the Issuer that each Covered Bond of each Series is, and each Covered Bond of each Series shall as against the Issuer (if not already due and repayable against it following an Issuer Event of Default) and, through the Guarantee, as against the SB2 CBC, thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Trust Deed and after delivery of such SB2 CBC Acceleration Notice, the Security shall become enforceable.

The Trustee at its discretion may, and, if so directed by a Programme Resolution, shall give a SB2 CBC Acceleration Notice (subject in each case to being indemnified and/or secured to its satisfaction), if any of the following events (each a "**SB2 CBC Event of Default**") shall occur and be continuing:

- (i) default is made by the SB2 CBC under the Guarantee for a period of 7 calendar days or more in the payment of any principal or redemption amount, or for a period of 14 calendar days or more in the payment of any interest when due;
- (ii) a default is made in the performance or observance by the SB2 CBC of any material obligation binding upon it (other than any obligation for the payment of Guaranteed Amounts in respect of the Covered Bonds of any Series) under the Trust Deed, the Security Documents or any other Transaction Document to which the SB2 CBC is a party which (unless certified by the Trustee, in its opinion, to be incapable of remedy) shall continue for more than 30 calendar days after written notification requiring such default to be remedied and indicating that this provision may be invoked if it is not so remedied shall have been given to the SB2 CBC by the Trustee in accordance with the Trust Deed;
- (iii) an order is made or an effective resolution passed for the dissolution or winding up of the SB2 CBC;
- (iv) the SB2 CBC ceases to carry on its business or substantially all its business;
- (v) a liquidator, receiver or other similar officer is appointed in relation to the SB2 CBC or in relation to the whole or any major part of its assets or a conservatory attachment (*conservatoir beslag*) or an executory attachment (*executoriaal beslag*) or other process is levied or enforced upon or sued out against the whole or any major part of its assets or the SB2 CBC initiates or consents to judicial proceedings relating to its bankruptcy (*faillissement*) or (*preliminary*) suspension of payments (*(voorlopige) surseance van betaling*), or equivalent or analogous proceedings under any applicable law, or makes a conveyance, assignment or

equivalent or assignation for the benefit of, or shall enter into any composition (*akkoord*) with, its creditors generally;

- (vi) the SB2 CBC is adjudged or found bankrupt (*failliet*) or equivalent or analogous judgments or measures under any applicable law, are imposed on the SB2 CBC;
- (vii) the Guarantee is not, or is claimed by the SB2 CBC not to be, in full force and effect; or
- (viii) the Amortisation Test (as set out in the Asset Monitor Agreement) is not satisfied on any Calculation Date following the service of a Notice to Pay on the SB2 CBC,

provided that in case an event described in paragraph (ii) above shall occur, the Trustee shall only deliver a SB2 CBC Acceleration Notice if it shall have certified in writing to the SB2 CBC that such event is, in its opinion, materially prejudicial to the interests of the Covered Bondholders of any Series.

Following the occurrence of a SB2 CBC Event of Default which is continuing and service of a SB2 CBC Acceleration Notice, the Trustee may or shall take proceedings or steps against the Issuer and the SB2 CBC in accordance with Condition 9(c) (*Events of Default and Enforcement — Enforcement*) and the Covered Bondholders shall have a claim against the SB2 CBC, under the Guarantee, for the Early Redemption Amount together with accrued interest as provided in the Trust Deed in respect of each Covered Bond.

In this Condition, and in other Conditions unless separately defined therein:

"Calculation Date" means the date falling two Business Days before each SB2 CBC Payment Date. The "relevant" Calculation Date in respect of any Calculation Period will be the first Calculation Date falling after the end of that period and the "relevant" Calculation Date in respect of any SB2 CBC Payment Date will be the last Calculation Date prior to that SB2 CBC Payment Date.

"Calculation Period" means the period from the Programme Date to the last day of the month 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.

"Calculation Agent" means, in relation to the Covered Bonds of any Series, the Principal Paying Agent, or such other person appointed as calculation agent in relation to such Covered Bonds pursuant to any 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 rate(s) and/or amount(s) as may be specified in the relevant Final Terms.

"SB2 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 SB2 CBC Payment Date shall be brought forward to the immediately preceding Business Day.

(c) ***Enforcement***

The Trustee may at any time after service of an Issuer Acceleration Notice (in the case of the Issuer) or a SB2 CBC Acceleration Notice (in the case of both the Issuer and the SB2 CBC), at its discretion and without further notice, take such proceedings against the Issuer and/or the SB2 CBC, as the case may be, to enforce the provisions of the Trust Deed, the Covered Bonds and the Coupons, but it shall not be bound to take any such enforcement proceedings in relation to the Trust Deed, the Covered Bonds or the Coupons or any other Transaction Document unless it shall have been so directed by a Programme Resolution and it shall have been indemnified and/or secured to its satisfaction.

The Trustee may at any time, at its discretion and without further notice, take such proceedings against the SB2 CBC and/or any other person as it may think fit to enforce the provisions of the Security Documents and may, at any time after the Security has become enforceable, take such steps as it may think fit to enforce the Security, but it shall not be bound to take any such steps unless (i) (a) it shall have been so directed by a Programme Resolution or (b) it shall have been directed in writing to do so by each of the other Secured Creditors (other than the Issuer) and (ii) it shall have been indemnified and/or secured to its satisfaction.

(d) ***No action by Covered Bondholders or Couponholders***

Subject to the provisions of the Trust Deed only the Trustee may pursue the remedies available under the applicable law or under the relevant Transaction Documents to enforce the Security and no Covered Bondholder or Couponholder shall be entitled to proceed directly against the SB2 CBC. In particular, none of the Covered Bondholders or Couponholders (nor any person on its or their behalf, other than the Trustee where appropriate) are entitled:

- (i) otherwise than as permitted by these Conditions and the Trust Deed, to direct the Trustee to enforce the performance of any provision of the Covered Bonds or the Security or take any proceedings against the SB2 CBC to enforce the Security; or
- (ii) to take or join any person in taking any steps against the SB2 CBC for the purpose of obtaining payment of any amount due by the SB2 CBC to such Covered Bondholders and Couponholders; or
- (iii) until the date falling two years and a day after the date on which the Trustee has certified that no further Covered Bonds are outstanding and all of the SB2 CBC's obligations under the Transaction Documents to all Transaction Parties have been satisfied in full, to initiate or join any person in initiating any Insolvency Proceeding in relation to the SB2 CBC; or
- (iv) to take or join in the taking of any steps or proceedings which would result in the relevant Priorities of Payments not being observed.

(e) ***Limited recourse***

The recourse of the Covered Bondholders and the Couponholders against the SB2 CBC pursuant to the Guarantee is limited as follows:

- (i) a Covered Bondholder will have a right of recourse (*verhaalsrecht*) (indirectly) only in respect of the Secured Property and will not have any claim, by operation of law or otherwise, against, or recourse to any of the SB2 CBC's other assets; and
- (ii) sums payable to each Covered Bondholder in respect of the SB2 CBC's obligations to such Covered Bondholder shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to such Covered Bondholder and (b) the aggregate amounts received, realised or otherwise recovered by or for the account of the Trustee in respect of the Secured Property whether pursuant to enforcement of the Security or otherwise, net of any sums which are (1) excluded from application in accordance with the relevant Priority of Payments or (2) payable by the SB2 CBC in accordance with the relevant Priority of Payments in priority to or *pari passu* with sums payable to such Covered Bondholder; and
- (iii) if following final enforcement of the Security the Trustee certifies, in its sole discretion, that the SB2 CBC has insufficient funds to pay in full all of the SB2 CBC's obligations to such Covered Bondholder, then such Covered Bondholder

shall have no further claim against the SB2 CBC in respect of any such unpaid amounts and such unpaid amounts shall be discharged in full.

10. **Replacement of Bearer Covered Bonds Coupons and Talons; copies of Registered Covered Bonds Deeds**

Should any (i) Bearer Covered Bond Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent or (ii) person in whose name a Registered Covered Bond is registered in the Register require a copy of the relevant Registered Covered Bonds Deed, it may be requested at the specified office of the Registrar in either case upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Bearer Covered Bonds Coupons or Talons must be surrendered before replacements will be issued.

11. **Paying Agents and Registrar**

The names of the initial Paying Agents and the initial Registrar and their initial specified offices are set out in the Securities Note.

The Issuer is entitled, with the prior written approval of the Trustee (such approval not to be unreasonably withheld or delayed), to vary or terminate the appointment of any Paying Agent and the Registrar and/or appoint additional or other Paying Agents or Registrars and/or approve any change in the specified office through which any Paying Agent or Registrar acts, provided that:

- (a) there will at all times be a Principal Paying Agent and, as long as any Registered Covered Bonds of any Series are outstanding, a Registrar for that Series; and
- (b) so long as the Covered Bonds are listed, quoted and/or traded on or by any competent listing authority, on any stock exchange or quotation system, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant competent authority or stock exchange;

Any variation, termination, appointment or change shall only take effect (other than in the case of a bankruptcy, an insolvency or any equivalent or analogous proceeding, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Covered Bondholders in accordance with Condition 13 (*Notices*).

In acting under the Agency Agreement, the Paying Agents and the Registrar act solely as agents of the Issuer and the SB2 CBC and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Covered Bondholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent or the Registrar is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent or registrar.

12. **Exchange of Talons**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Covered Bond to which it appertains) a further Talon, subject to the provisions of Condition 8 (*Prescription*).

13. **Notices**

All notices regarding the Bearer Covered Bonds will be deemed to be validly given if published in, if so specified in the applicable Final Terms, a daily newspaper of general circulation in The Netherlands. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any competent listing authority, stock exchange or quotation system on or by which the Covered Bonds are for the time being listed, quoted and/or traded or by which they have been admitted to listing, quotation and/or trading including publication on the website of the relevant stock exchange or relevant authority if required by these rules. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Until such time as any Bearer Definitive Covered Bonds are issued, there may, so long as the Bearer Covered Bond(s) is or are held in its or their entirety on behalf of Euroclear, Clearstream, Luxembourg and/or Euroclear Netherlands or any other agreed clearing system, be substituted for such publication in any newspaper or website the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or Euroclear Netherlands or any other agreed clearing system (as the case may be) for communication by them to the holders of beneficial interests in the Bearer Covered Bonds. Any such notice delivered on or prior to 4.00 p.m. (local time) on a business day in the city in which it is delivered will be deemed to have been given to the holders of the Bearer Covered Bonds on such business day. A notice delivered after 4.00 p.m. (local time) on a business day in the city in which it is delivered will be deemed to have been given to the holders of the Bearer Covered Bonds on the next following business day in such city.

Notices to be given by any Covered Bondholder shall be in writing and given by lodging the same, together (in the case of any Bearer Definitive Covered Bond) with the relative Covered Bond or Covered Bonds, with the Principal Paying Agent or (in the case of Registered Covered Bonds) the Registrar. Whilst any of the Covered Bonds are represented by a Global Covered Bond, such notice may be given by any holder of a Covered Bond to the Principal Paying Agent through Euroclear, Clearstream, Luxembourg, Euroclear Netherlands and/or or any other agreed clearing system, as the case may be, in such manner as the Principal Paying Agent and Euroclear, Clearstream, Luxembourg, Euroclear Netherlands and/or or any other agreed clearing system, as the case may be, may approve for this purpose.

A copy of each notice given in accordance with this Condition 13 shall be provided to the relevant stock exchange if the relevant Covered Bonds are listed on such stock exchange and the rules of such stock exchange so require.

14. **Meetings of Covered Bondholders, modification and waiver**

The Trust Deed contains provisions for convening meetings of the Covered Bondholders of any Series to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Covered Bonds of such Series or the related Coupons or of any of the Transaction Documents (subject as provided below and in the Trust Deed). Such a meeting may be convened by the Issuer, the SB2 CBC or the Trustee and shall be convened by the Issuer if required in writing by Covered Bondholders of a Series holding not less than fifteen per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being remaining outstanding. The quorum at any such meeting in respect of any Series for passing an Extraordinary Resolution is: (i) one or more persons holding or representing not less than fifty per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding, or at any adjourned meeting one or more persons being or representing Covered Bondholders of such Series whatever the nominal amount of the Covered Bonds of such Series so held or represented; (ii) at any meeting the business of which includes the modification of certain provisions of the Covered Bonds of a Series, the related Coupons or the Trust Deed (including a reduction or cancellation of the amount payable in respect of such Covered Bonds, the

alteration of the currency in which payments under such Covered Bonds are to be made, the alteration of the majority required to pass an Extraordinary Resolution, any amendment to the Guarantee or the Security Documents (except in a manner determined by the Trustee not to be materially prejudicial to the interests of the Covered Bondholders of any Series) or the sanction of any scheme or proposal for the exchange of such Covered Bonds in respect of such Series (each, a "**Series Reserved Matter**" all as more particularly set out in the Trust Deed)): one or more persons holding or representing not less than two thirds of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding, or at any adjourned meeting one or more persons holding or representing not less than one-third of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding.

An Extraordinary Resolution passed at any meeting of the Covered Bondholders of a Series shall, subject as provided below, be binding on all the Covered Bondholders of such Series, whether or not they are present at the meeting, and on all Couponholders in respect of such Series. Pursuant to the Trust Deed, the Trustee may convene a single meeting of the Covered Bondholders of more than one Series if in the opinion of the Trustee there is no conflict between the holders of such Covered Bonds, in which event the provisions of this paragraph shall apply thereto *mutatis mutandis*.

Notwithstanding the preceding paragraphs of this Condition 14 (*Meetings of Covered Bondholders, modification and waiver*), any resolution to direct the Trustee (i) to accelerate the Covered Bonds pursuant to Condition 9 (*Events of Default and Enforcement*); (ii) to take any enforcement action, or (iii) to remove or replace the Trustee's Director shall only be capable of being passed by a Programme Resolution. Any such meeting to consider a Programme Resolution may be convened by the Issuer, the SB2 CBC or the Trustee or by Covered Bondholders of any Series. The quorum at any such meeting for passing a Programme Resolution is one or more persons holding or representing not less than two thirds of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing Covered Bonds whatever the nominal amount of the Covered Bonds of any Series so held or represented. A Programme Resolution passed at any meeting of the Covered Bondholders of all Series shall be binding on all Covered Bondholders and Couponholders of all Series, whether or not present at such meeting, and each of the Covered Bondholders and Couponholders shall be bound to give effect to it accordingly.

An Extraordinary Resolution and a Programme Resolution may also be taken in writing (whether contained in one document or several documents in the same form, each signed by or on behalf of one or more Covered Bondholders) or through the electronic communications systems of the relevant clearing system(s) (in accordance with their operating rules and procedures) by or on behalf of (i) all holders who are for the time being entitled to receive notice of a meeting of Covered Bondholders in accordance with the Provisions for Meetings of Covered Bondholders (in the case of an Extraordinary Resolution) or (ii) not less than twenty five per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series then outstanding as if they were a single Series (in the case of a Programme Resolution).

The Trustee may concur with the Issuer and the SB2 CBC and agree (or, in the case of the Trustee where such modification arises in respect of the matters set out in (c) and (d) below, is obliged to agree (subject as provided in the Trust Deed)), without the consent of the Covered Bondholders or Couponholders of any Series and without the consent of the other Secured Creditors (save in relation to (c) and (d) below where the consent of any Secured Creditor (other than the SB2 CBC and the Covered Bondholders) party to the relevant Transaction Document to be amended shall be required) (and for this purpose the Trustee may disregard whether any such modification relates to a Series Reserved Matter), to:

- (a) any modification of the Covered Bonds of one or more Series, the related Coupons or any Transaction Document and/or designate further creditors as Secured Creditors provided that (i) in the opinion of the Trustee such modification or designation is not materially prejudicial to the interests of any of the Covered Bondholders of any Series or any of the

other Secured Creditors (other than the SB2 CBC) (in which respect the Trustee may rely upon the consent in writing of any other Secured Creditor as to the absence of material prejudice to the interests of such Secured Creditor) and (ii) it has not been informed in writing by any Secured Creditor (other than any Covered Bondholder(s)) that such Secured Creditor will be materially prejudiced thereby (other than a Secured Creditor who has given his/her written consent as aforesaid); or

- (b) any modification of the Covered Bonds of any one or more Series, the related Coupons or any Transaction Document which is of a formal, minor or technical nature or is made to correct a manifest error or an error established as such to the satisfaction of the Trustee or to comply with mandatory provisions of law; or
- (c) any modification of the Covered Bonds of one or more Series, the related Coupons or any Transaction Document as requested by the Issuer and/or the SB2 CBC in order to enable the Issuer and/or the SB2 CBC to comply with any requirements which apply to it under Regulation (EU) 648/2012 (as amended from time to time, "**EMIR**") subject as provided further pursuant to the terms of the Trust Deed; or
- (d) any modification of the Covered Bonds of one or more Series, the related Coupons or any Transaction Document, required or necessary in connection with any change, after the issue date of the Covered Bonds, to any laws or regulations (including without limitation the laws and regulations of The Netherlands and the European Union) applicable or relevant with respect to covered bonds (*gedekte obligaties*) to ensure that the Covered Bonds (continue) to meet the requirements for registered covered bonds (*geregistreerde gedekte obligaties*) within the meaning of the Wft, subject as provided further pursuant to the terms of the Trust Deed,

provided that any such modification (other than pursuant to paragraph (b)) is notified to the Rating Agencies.

The prior consent of the Trustee, the Covered Bondholders and the other Secured Creditors (other than the Secured Creditor party to the relevant Transaction Document to be amended) will not be required and will not be obtained, and the Trustee is obliged to concur with the Issuer, the SB2 CBC and the Calculation Agent in making any Benchmark Amendments contemplated by Condition 4(b)(viii)(D) in respect of the relevant Series of Covered Bonds and making such other amendments to the relevant Series of Covered Bonds, the related Coupons or any Transaction Document as are necessary in the reasonable judgement of the Issuer and the SB2 CBC to facilitate the Benchmark Amendments envisaged by Condition 4(b)(viii)(D) (including making changes to any benchmark rate referred to in any Swap Agreement for the purpose of aligning any such hedging agreement with the proposed Benchmark Amendments pursuant to Condition 4(b)(viii)(D)), provided that the Trustee shall not be obliged to agree to any such modification which, in the sole opinion of the Trustee would have the effect of (a) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (b) increasing the obligations or duties, or decreasing the protections, of the Trustee in the Transaction Documents and/or the Covered Bonds.

The Trustee may also agree, without the consent of the Covered Bondholders of any Series, and/or Couponholders or any other Secured Creditor, to the waiver or authorisation of any breach or potential breach of any of the provisions of the Covered Bonds of any Series or any Transaction Document, or determine, without any such consent as aforesaid, that any Issuer Event of Default or SB2 CBC Event of Default or Potential Issuer Event of Default or Potential SB2 CBC Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of any of the Secured Creditors (in which respect the Trustee may (without further enquiry) rely upon the consent in writing of any other Secured Creditor as to the absence of material prejudice to the interests of such Secured Creditor) provided that the Trustee has not been informed by any Secured Creditor (other than any Covered Bondholder(s)) that such Secured Creditor will be materially prejudiced thereby (other than a Secured Creditor

who has given its written consent as aforesaid) and provided further that the Trustee shall not exercise any such powers conferred upon it in contravention of any express direction by a Programme Resolution (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any such breach or proposed breach relating to any of the matters the subject of the Series Reserved Matters.

Any such modification, waiver, authorisation or determination shall be binding on all Covered Bondholders of all Series for the time being outstanding, the related Couponholders and the other Secured Creditors, and unless the Trustee otherwise agrees, any such modification shall be notified by the Issuer to the Covered Bondholders of all Series for the time being outstanding, the other Secured Creditors and the Rating Agencies in accordance with the relevant terms and conditions as soon as practicable thereafter.

In connection with the exercise by it of any of its powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Covered Bondholders of each Series as a class (but shall not have regard to any interests arising from circumstances particular to individual Covered Bondholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Covered Bondholders, the related Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political subdivision thereof and the Trustee shall not be entitled to require, nor shall any Covered Bondholder or Couponholder be entitled to claim, from the Issuer, the SB2 CBC, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Covered Bondholders, Couponholders, except to the extent already provided for in Condition 7 (*Taxation*) and/or in any undertaking or covenant given in addition to, or in substitution for, Condition 7 (*Taxation*) pursuant to the Trust Deed.

The Issuer may, without the consent of the holders of the Covered Bonds of any Series or any Coupons relating thereto, or any other Secured Creditor consolidate with, merge or amalgamate into or transfer all its assets or substantially all of its assets as an entirety to (whether pursuant to a demerger, split-off or otherwise) any corporation organised under the laws of The Netherlands, or any political subdivision thereof, provided that (i) a certificate of two authorised signatories of the Issuer and the SB2 CBC is delivered to the Trustee to the effect that immediately after giving effect to such transaction no Issuer Event of Default and no SB2 CBC Event of Default, respectively, and no Potential Issuer Event of Default and no Potential SB2 CBC Event of Default, respectively, will have happened and be continuing and (ii) unless the Issuer is the surviving entity, the Issuer shall procure that the surviving or transferee company assumes its obligations as Issuer under the Trust Deed, each other relevant Transaction Document and all of the outstanding Covered Bonds of all Series, in place of the Issuer and (iii) in the case of an assumption of the obligations of the Issuer by a successor or transferee company, the Guarantee of the SB2 CBC is fully effective on the same basis in relation to the obligations of such successor or transferee company and (iv) certain other conditions set out in the Trust Deed are met. Upon the assumption of the obligations of the Issuer by such surviving or transferee company, the predecessor Issuer shall (subject to the provisions of the Trust Deed) have no further liabilities under or in respect of the Trust Deed or the outstanding Covered Bonds of each Series then outstanding or any Coupons appertaining thereto and the other Transaction Documents. Any such assumption shall be subject to the relevant provisions of the Trust Deed. The Trust Deed provides that any such assumption shall be notified to the holders of all Series in accordance with the relevant terms and conditions of such Covered Bonds and the other Secured Creditors.

For the purposes hereof:

"Programme Resolution" means either:

- (a) a written resolution of the holders of not less than twenty-five per cent. of the aggregate Principal Amount Outstanding 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 together as a single Series).

"Extraordinary Resolution" means a resolution at a meeting duly convened and held in accordance with the provisions for meetings of covered bondholders as set out in the Trust Deed, by not less than two-thirds of the votes cast.

"Potential SB2 CBC Event of Default" means any condition, event or act which, with the lapse 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 the fulfilment of any similar condition, would constitute a SB2 CBC Event of Default.

"Potential Issuer Event of Default" means any condition, event or act which, with the lapse 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 the fulfilment of any similar condition, would constitute an Issuer Event of Default.

"Rating Agency Confirmation" means, with respect to a matter which requires Rating Agency Confirmation under the Transaction Documents and which has been notified to each Rating Agency with a request to provide a confirmation, receipt by the Trustee, in form and substance satisfactory to the Trustee, of:

- (a) a confirmation from each Rating Agency that its then current ratings of the Covered Bonds will not be adversely affected by or withdrawn as a result of the relevant matter (a **"confirmation"**);
- (b) if no confirmation is forthcoming from any Rating Agency, a written indication, by whatever means of communication, from such Rating Agency that it does not have any (or any further) comments in respect of the relevant matter (an **"indication"**); or
- (c) if no confirmation and no indication is forthcoming from any Rating Agency and such Rating Agency has not communicated that the then current ratings of the Covered Bonds will be adversely affected by or withdrawn as a result of the relevant matter or that it has comments in respect of the relevant matter:
 - (i) a written communication, by whatever means, from such Rating Agency that it has completed its review of the relevant matter and that in the circumstances (x) it does not consider a confirmation required or (y) it is not in line with its policies to provide a confirmation; or
 - (ii) if such Rating Agency has not communicated that it requires more time or information to analyse the relevant matter, evidence that 30 days have passed since such Rating Agency was notified of the relevant matter and that reasonable efforts were made to obtain a confirmation or an indication from such Rating Agency.

"Trustee's Director" means Vistra Capital Markets (Netherlands) N.V. and/or such other person(s) who may be appointed as director(s) (*bestuurder*) of the Trustee from time to time.

15. Trustee

If, in connection with the exercise of its powers, authorities or discretions, the Trustee is of the opinion that the interests of the holders of the Covered Bonds of any one or more Series would be materially prejudiced thereby, the Trustee shall not exercise such power, authority or discretion

without the approval of such Covered Bondholders by Extraordinary Resolution or by a written resolution of such Covered Bondholders of not less than fifty per cent. of the aggregate Principal Amount Outstanding of Covered Bonds of the relevant Series then outstanding.

The Trust Deed contains provisions for the indemnification of the Trustee and for the Trustee's relief from responsibility, including provisions relieving it from taking any action unless indemnified and/or secured to its satisfaction.

The Trustee will not be responsible for any loss, expense or liability, which may be suffered as a result of any Transferred Assets, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Trustee. The Trustee will not be responsible for (i) supervising the performance by the Issuer or any other party to the Transaction Documents of their respective obligations under the Transaction Documents and will be entitled to assume, until it has written notice to the contrary, that all such persons are properly performing their duties; (ii) considering the basis on which approvals or consents are granted by the Issuer or any other party to the Transaction Documents under the Transaction Documents; (iii) monitoring the Transferred Assets, including, without limitation, whether the Transferred Assets are in compliance with the Asset Cover Test, the Mandatory Asset Quantity Test or the Amortisation Test; or (iv) monitoring whether Transferred Receivables satisfy the applicable Eligibility Criteria or such other criteria as may be notified to the Rating Agencies in relation to other Transferred Assets. The Trustee will not be liable to any Covered Bondholder or other Secured Creditor for any failure to make or to cause to be made on their behalf the searches, investigations and enquiries which would normally be made by a prudent pledgee in relation to the Security and have no responsibility in relation to the legality, validity, sufficiency and enforceability of the Security and the Transaction Documents.

The power of appointing a new director of the Trustee shall be vested in the board of directors of the Trustee. In case no Trustee director is in office, a director shall be appointed by the Covered Bondholders and Couponholders of any Series then outstanding, by adopting a Programme Resolution to this effect. Any appointment of a new director of the Trustee shall as soon as practicable thereafter be notified by the Issuer to the Principal Paying Agent, the Rating Agencies and the holders of the Covered Bonds then outstanding. A Trustee director may resign (*vrijwillig aftreden*) at any time, provided that in case the resigning Trustee director was the sole director of the Trustee, such resignation will not become effective until a successor Trustee director has been appointed. The Covered Bondholders and Couponholders of any Series then outstanding may, by adopting a Programme Resolution to this effect, remove any Trustee director, provided that (i) the other Secured Creditors have been notified and (ii) neither the Trustee nor the Trustee director so removed shall be responsible for any costs or expenses arising from any such removal.

16. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Covered Bondholders or the Couponholders to create and issue further bonds having terms and conditions the same as the Covered Bonds of any Series or the same in all respects save for the amount and date of the first payment of interest thereon, issue date and/or purchase price and so that the same shall be consolidated and form a single Series with the outstanding Covered Bonds of such Series.

17. Governing Law and submission to jurisdiction

(a) Governing law

The Covered Bonds and the Transaction Documents, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, Dutch law unless specifically stated to the contrary.

(b) Submission to jurisdiction

All disputes arising from or in connection with the Covered Bonds and the coupons shall be submitted to the competent court in Amsterdam, The Netherlands.

18. **Additional obligations**

For as long as the Covered Bonds are listed and/or admitted to trading on Euronext Amsterdam, the Issuer will comply with all rules and regulations of each stock exchange. If Covered Bonds are listed and/or admitted to trading on further stock exchanges or markets, it will comply with all rules and regulations of such stock exchanges or markets.

19. **Terms and Conditions of Registered Covered Bonds**

(a) ***Applicability of this Condition***

If in the applicable Final Terms it is specified that Registered Covered Bonds are issued, then the following terms and conditions shall apply in addition to the terms and conditions set out in Conditions 1 (*Form, denomination and title*) to and including 18 (*Additional obligations*) above. In the event of any inconsistency between Conditions 1 to and including 18 and this Condition 19, this Condition 19 will prevail with regard to Registered Covered Bonds.

(b) ***Nature of Registered Covered Bonds***

Registered Covered Bonds are registered claims (*vorderingen op naam*) which will be issued to each holder by a Registered Covered Bonds Deed. The holder of a Registered Covered Bond is the creditor of the relevant registered claim and "**Covered Bondholder**" shall be construed accordingly, provided that if the provision at the end of Condition 19(c) (*Transfer of Registered Covered Bonds*) applies, the transferee shall, from the moment the transfer takes effect be treated as a Covered Bondholder for all purposes, without prejudice to any entitlement of the transferor pursuant to Condition 19(e) (*Discharge of payment obligations*).

(c) ***Transfer of Registered Covered Bonds***

Under Dutch law, the valid transfer of Covered Bonds requires, among other things, delivery (*levering*) thereof, which in the case of Registered Covered Bonds is effected by assignment (*cessie*) of both the rights under the Registered Covered Bonds and the corresponding rights under the Guarantee by execution of a deed of assignment (*akte van cessie*) between the transferor and the transferee and, in the case of a notified assignment, notification (*mededeling*) thereof to the Issuer and the SB2 CBC. A valid transfer also requires notification thereof by the assignor or the assignee to the Registrar. A form of deed of assignment and notification is attached to each Registered Covered Bonds Deed.

(d) ***Register of holders of Registered Covered Bonds***

In respect of all Series of Registered Covered Bonds, the Issuer shall procure that a register be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). The Registrar shall register details of any holder of Registered Covered Bonds in the Register and amend the Register to reflect any transfer and/or redemption of Registered Covered Bonds.

(e) ***Discharge of payment obligations***

Payments of principal, interest (if any) and any other amounts in respect of Registered Covered Bonds will be made to the person shown on the Register as being entitled to the relevant amount of principal or interest or other amount at the opening of business on the second Business Day falling prior to the due date of such payments. If any Registered Covered Bond holder transfers any Registered Covered Bond in accordance with

Condition 19(c) (*Transfer of Registered Covered Bonds*) and the Trust Deed and such transfer is notified to the Issuer and the SB2 CBC prior to the close of business on the fifteenth Business Day before the due date for payment (the "**Record Date**"), the Issuer, the SB2 CBC and the Trustee will in respect of the Registered Covered Bond so transferred, be discharged from their respective payment obligations only by payment to or to the order of the transferee. If the notification of transfer of the relevant Registered Covered Bond is made after the close of business on the Record Date, (i) the risk that the transfer is not timely recorded in the Register is borne by the transferee and (ii) the Issuer, the SB2 CBC, the Trustee, the Registrar and the relevant Paying Agent shall not be liable as a result of any payment being made to the person shown in the Register in accordance with this Condition. Registered Covered Bonds will become void unless demand for payment is made within a period of five years after the Relevant Date (as defined in Condition 7 (*Taxation*)) therefor.

(f) ***Notices to holders of Registered Covered Bonds***

Notices to holders of Registered Covered Bonds shall be mailed or faxed to them at their respective addresses as recorded in the Register and shall be deemed to have been given on the fourth business day (being a day other than a Saturday or a Sunday) after the date of mailing.

(g) ***Purchases***

All Registered Covered Bonds which are purchased by the Issuer and transferred to the Issuer will extinguish by operation of law (*tenietgaan door vermenging*). Therefore such repurchased Registered Covered Bonds cannot be held, reissued or resold. The Issuer shall send a notification of such repurchase to the Principal Paying Agent and the Registrar.

1.4 TAXATION

Potential investors and sellers of Covered Bonds should be aware that they may be required to pay stamp taxes or other documentary taxes or fiscal duties or charges in accordance with the laws and practices of the country where the Covered Bonds are transferred or other jurisdictions. In addition, payments of interest on the Covered Bonds, or income derived from the Covered Bonds, may be subject to taxation, including withholding taxes, in the jurisdiction of the Issuer, in the jurisdiction of the holder of Covered Bonds, or in other jurisdictions in which the holder of Covered Bonds is required to pay taxes. Any such tax consequences may have an impact on the net income received from the Covered Bonds.

The following is a general description of certain Dutch tax considerations relating to the Covered Bonds. It does not purport to be a complete analysis of all tax considerations relating to the Covered Bonds, whether in those countries or elsewhere. Prospective investors should consider the tax consequences of investing in the Covered Bonds and consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Covered Bonds and receiving payments of interest, principal and/or other amounts under the Covered Bonds and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Securities Note and is subject to any change in law that may take effect after such date. Potential investors should be aware that tax regulations and their application by the relevant tax authorities change from time to time, with or without retroactive effect. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

Dutch taxation

The following summary of certain Dutch taxation matters is based on the laws, published case law and practice in force as of the date of this Covered Bonds Programme Securities Note and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary neither purports to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of a Covered Bond, and nor purports to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

*For the purpose of this summary, the term "**entity**" means a corporation as well as any other person that is taxable as a corporation for Dutch corporate tax purposes.*

For the purpose of this summary it is assumed that no holder of a Covered Bond has or will have (or is treated as having) a (deemed) substantial interest in the Issuer.

Generally speaking, an individual has a substantial interest in a company if (a) such individual, either alone or together with his partner, directly or indirectly has or is deemed to have, or (b) certain relatives of such individual or his partner directly or indirectly have or are deemed to have, (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5% or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5% or more of either the annual profit or the liquidation proceeds of such company. Generally, an individual has a deemed substantial interest in a company if such individual has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.

Generally speaking, a non-resident entity has a substantial interest in a company if such entity directly or indirectly has or is deemed to have (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5% or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5% or more of either the annual profit or the liquidation proceeds of such company and the substantial interest is held (a) with the main aim or one of the main aims to avoid Dutch income tax falling due in the hands of another party and (b) there is an artificial construction or series of constructions. A construction or series of constructions is deemed to be artificial if the structure was not set up for business purposes that reflect

economic reality. Generally, an entity has a deemed substantial interest in a company if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.

*For the purpose of this summary, the term "**holder**" means an individual or an entity that is, by the tax authorities of the relevant jurisdiction, considered the full beneficial owner (uiteindelijk gerechtigde) of the Covered Bond and/or of the benefits derived from the Covered Bond.*

With the exception of the section on withholding tax below, this summary does not address the Netherlands tax consequences for:

- (i) *Covered Bondholders that are entities and resident of Aruba, Curaçao or Sint Maarten that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba and the Covered Bonds are attributable to such permanent establishment or permanent representative;*
- (ii) *investment institutions (fiscale beleggingsinstellingen);*
- (iii) *pension funds, exempt investment institutions (vrijgestelde fiscale beleggingsinstellingen) or other entities that are exempt from Dutch corporate income tax;*
- (iv) *individuals to whom the Covered Bonds or the income therefrom are attributable to employment activities which are taxed as employment income in the Netherlands; and*
- (v) *persons to whom the Covered Bonds and the income from the Covered Bonds are attributed based on the separated private assets (afgezonderd particulier vermogen) provisions of The Netherlands Income Tax Act 2001 (Wet inkomstenbelasting 2001) and the Netherlands Gift and Inheritance Tax Act (Successiewet 1956).*

Where this summary refers to "The Netherlands", "Netherlands" or "Dutch", it only refers to the part of the Kingdom of The Netherlands that is situated in Europe.

Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of a Covered Bond.

1. Withholding tax

All payments made by the Issuer of interest and principal under the Covered Bonds can be made free of withholding or deduction of any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

As from 1 January 2021, as a result of the entry into effect of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*), a conditional withholding tax on interest may be levied if a recipient of a (deemed) payment of interest by or on behalf of the Issuer is cumulatively (a) an entity affiliated (*gelieerde*) to the Issuer and (b):

- (i) considered to be a resident in a jurisdiction that is designated as a low-taxed jurisdiction or a non-cooperative country by regulation or by being included in a list that is published periodically by the Ministry of Finance pursuant to the ministerial regulation of 31 December 2018 on the designation of low-taxed jurisdictions and non-cooperative countries ("**designated jurisdiction**"); or
- (ii) considered to have a permanent establishment located in a designated jurisdiction to which the interest is attributable; or
- (iii) considered to be a resident in a jurisdiction that is not a designated jurisdiction and entitled to the (deemed) interest payments, with the main purpose or one of the main purposes to avoid taxation for another person; or

- (iv) disregarded as the recipient of the (deemed) interest payments in its jurisdiction of residence, other than a designated jurisdiction, as the jurisdiction of residence treats another entity (in which it holds an interest) as the recipient of the (deemed) interest payments; or
- (v) disregarded as the recipient of the (deemed) interest payments in its jurisdiction of incorporation, other than a designated jurisdiction, as the jurisdiction of incorporation does not treat the recipient as resident nor does any other jurisdiction treat such recipient as resident.

The rate of the conditional withholding tax on interest, in case it would fall due, is equal to the applicable headline corporate income tax rate (25% in 2021).

2. **Taxes on income and capital gains**

Residents

Resident entities

An entity holding a Covered Bond which is, or is deemed to be, resident in The Netherlands for corporate tax purposes (*vennootschapsbelasting*) and which is not tax exempt, will generally be subject to corporate tax in respect of income or a capital gain derived from a Covered Bond at a rate of 25 per cent.; a tax rate of 16.5 per cent. applies to the first EUR 200,000 of taxable profit (2020).

Resident individuals

An individual holding a Covered Bond who is, or is deemed to be, resident in The Netherlands for income tax purposes (*inkomstenbelasting*) will be subject to income tax in respect of income or a capital gain derived from a Covered Bond at rates up to 49.5 per cent. (2020) if:

- (i) the holder is an entrepreneur (*ondernemer*) and has an enterprise to which a Covered Bond is attributable or the holder has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise a Covered Bond is attributable; or
- (ii) the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor (ii) applies, an individual holding a Covered Bond will be subject to income tax on the basis of a deemed return (so-called box III), regardless of any actual income or capital gain derived from a Covered Bond.

Such holder will be taxed at a flat rate of 30% on deemed income from "savings and investments" (*Sparen en beleggen*) within the meaning of article 5.1 of the Income Tax Act 2001 (*Wet inkomstenbelasting 2001*). In 2020, insofar as the individual's "yield basis" exceeds a certain exempt amount (EUR 30,846 in 2020), the deemed income will be set at a percentage between 1.789% and 5.28% of the individual's "yield basis" (*Rendementsgrondslag*) at the beginning of the calendar year and is determined via a progressive bracket system. The deemed, variable return will be adjusted annually.

Non-residents

A holder of a Covered Bond which is not, and is not deemed to be, resident in The Netherlands for the relevant tax purposes will not be subject to taxation on income or a capital gain derived from a Covered Bond unless:

- (i) such holder has an enterprise or an interest in an enterprise which, in whole or in part, is carried on through a permanent establishment (*vaste inrichting*), or a deemed permanent establishment or a permanent representative (*vaste vertegenwoordiger*) in The Netherlands to which enterprise or part of an enterprise, as the case may be, Covered Bonds are attributable;
- (ii) Covered Bonds are attributable to the assets of an enterprise that is effectively managed in the Netherlands, with respect to which enterprise, such holder is entitled to a share in its profits, other than by way of securities; or
- (iii) the holder is an individual and the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in The Netherlands as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

3. **Gift and inheritance taxes**

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of a Covered Bond by way of gift by, or on the death of, a holder of a Covered Bond, unless:

- (i) the holder of a Covered Bond is, or is deemed to be, resident in The Netherlands for the purpose of the relevant provisions; or
- (ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions,

and no exemption applies. For purposes of the above, a gift made under a condition precedent is deemed to be made at the time the condition precedent is satisfied.

4. **Value added tax**

The mere issuance or transfer of a Covered Bond, and payments of interest and principal under a Covered Bond, will not be subject to value added tax in The Netherlands.

5. **Other taxes and duties**

The subscription, issue, placement, allotment, delivery or transfer of a Covered Bond will not be subject to registration tax, stamp duty or any other similar documentary tax or duty payable in The Netherlands.

6. **Residence**

A holder of a Covered Bond will not be, or deemed to be, resident in The Netherlands for Dutch tax purposes and, subject to the exceptions set out above, will not otherwise be subject to Dutch taxation, by reason only of acquiring, holding or disposing of a Covered Bond or the execution, performance, delivery and/or enforcement of a Covered Bond.

7. **Common Reporting Standard**

The common reporting standard framework was first released by the OECD in February 2014 as a result of the G20 members endorsing a global model of automatic exchange of information in order to increase international tax transparency. On 21 July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters was published by the OECD and this includes the Common Reporting Standard ("**CRS**").

As per 24 December 2019, 108 jurisdictions, including The Netherlands, have signed the multilateral competent authority agreement, which is a multilateral framework agreement to automatically exchange financial and personal information, with the subsequent bilateral

exchanges coming into effect between those signatories that file the subsequent notifications. More than 40 jurisdictions, including The Netherlands, have committed to a specific and ambitious timetable leading to the first automatic exchanges in 2017 (early adopters). Under CRS, financial institutions resident in a CRS country would be required to report, according to a due diligence standard, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in the account or payments made with respect to the account. Reportable accounts include accounts held by individuals and entities (which include trusts and foundations) with tax residency in another CRS country. CRS includes a requirement to look through passive entities to report on the relevant controlling persons.

As of 1 January 2016, CRS and EU Council Directive 2014/107/EU have been implemented in Dutch law. As a result, the Issuer will be required to comply with identification obligations (if any) starting in 2016, with reporting set to begin in 2017. Covered Bondholders may be required to provide additional information to the Issuer to enable it to satisfy its identification obligations (if any) under the (Dutch implementation of the) CRS. Prospective holders of the Covered Bonds are advised to seek their own professional advice in relation to the CRS and EU Council Directive 2014/107/EU.

FATCA

In certain circumstances the Issuer and certain other non-U.S. financial institutions through which payments on the Covered Bonds are made may be required to withhold U.S. tax at a rate of 30 per cent. pursuant to sections 1471 through 1474 of the U.S. Internal Revenue Code and the regulations and other guidance promulgated thereunder ("**FATCA**") on all, or a portion of, payments made in respect of (i) Covered Bonds that are treated as debt for U.S. federal tax purposes and are issued or materially modified on or after the date that is six months after the date on which the final regulations applicable to "foreign passthru payments" are filed and (ii) Covered Bonds that are treated as equity for U.S. federal tax purposes and issued at any time.

FATCA withholding is not expected to apply on payments made before the date that is two years after the date on which final regulations defining the term "foreign passthru payment" are filed with the U.S. Federal Register.

If an amount in respect of FATCA were required to be withheld from any payment on the Covered Bonds, there will be no "gross up" (or any other additional amount) payable by way of compensation to the investor for the withheld amount. An investor that is able to claim the benefits of an income tax treaty between its own jurisdiction and the United States may be entitled to a refund of amounts withheld pursuant to the FATCA rules, though the investor would have to file a U.S. tax return to claim this refund and would not be entitled to interest from the IRS for the period prior to the refund.

Whilst the Covered Bonds are in global form and held within the clearing systems, in all but the most remote circumstances, it is expected that FATCA will not affect the amount of any payment received by the clearing systems. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose their custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA), and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. The documentation expressly contemplates the possibility that the Covered Bonds may go into definitive form and therefore that they may be taken out of the clearing systems. If this were to happen, then a non FATCA compliant holder could be subject to FATCA

withholding. It is expected, however, that definitive Covered Bonds will only be printed in remote circumstances.

The Issuer's obligations under the Covered Bonds are discharged once it has made payment to, or to the order of, the clearing systems and the Issuer has therefore no responsibility for any amount thereafter transmitted through the clearing systems and custodians or intermediaries. Further, foreign financial institutions in a jurisdiction which has entered into an intergovernmental agreement with the United States ("**IGA**") are generally not expected to be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments they make. On 18 December 2013, the Netherlands and the United States concluded such IGA.

FATCA is particularly complex and each holder of Covered Bonds should consult its own tax advisor to obtain a more detailed explanation of FATCA and to learn how it might affect each such holder in its specific circumstance, in particular if it may be, or hold its interest through an entity that is, classified as a financial institution under FATCA.

1.5 SUBSCRIPTION AND SALE

*The Bank as Dealer has in a programme agreement (as the same may be amended and/or supplemented and/or restated from time to time, the "**Programme Agreement**") dated the Programme Date, agreed with the Issuer, the SB2 CBC and the Initial Originator a basis upon which such Dealer (or any of the other Dealers appointed from time to time, if any) may from time to time agree to purchase Covered Bonds. Any such agreement will extend to those matters stated under "Form of the Covered Bonds" and "Terms and Conditions of the Covered Bonds". In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any update of the Programme and the issue of Covered Bonds under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.*

United States

The Covered Bonds have not been, and will not be, registered under the Securities Act or the securities laws of any state of the United States or other relevant jurisdiction and may not be offered or sold within the United States or to or for the account or benefit of a U.S. person (as defined in Regulation S under the Securities Act). The Covered Bonds may be sold to non-U.S. persons in transactions outside the United States in reliance on Regulation S under the Securities Act.

The Covered Bonds in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Until 40 days after the commencement of the offering of any Series, an offer or sale of such Covered Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

In connection with sales of the Covered Bonds, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, pursuant to the Programme Agreement that:

- (a) it understands that the Covered Bonds have not been and will not be registered under the Securities Act and may only be offered or sold by such Dealer in offshore transactions (as defined in Regulation S under the Securities Act) to non-U.S. persons in reliance on Regulation S;
- (b) it agrees not to engage, and not to permit any of its affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act) or any person acting on its behalf to engage, in any directed selling efforts (as such term is defined in Regulation S) with respect to the Covered Bonds and to comply, and cause its Affiliates and each person acting on its behalf to comply, with the offering restriction requirements of Rule 903 of Regulation S;
- (c) it will not offer, sell or deliver the Covered Bonds to, or for the account or benefit of, U.S. persons:
 - (i) as part of such Dealer's distribution at any time; or
 - (ii) otherwise until 40 days after the completion of the distribution of the Covered Bonds comprising the relevant Tranche, as certified to the Principal Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Covered Bonds to or through more than one Dealer, by each of such Dealers as to the Covered Bonds of such Tranche purchased by or through it, in which case the Principal Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) (the "**Distribution Compliance Period**");

- (d) at or prior to the sale of the Covered Bonds, it will have sent to each distributor, dealer or other person to which it sells such Covered Bonds during the Distribution Compliance Period a written confirmation or notice to substantially the following effect:

"The Covered Bonds covered hereby have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), and may not be offered, sold, resold, delivered or transferred within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the relevant date of closing of the offering, except in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S under the Securities Act."

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by the Prospectus as completed by the final terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
- (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
 - (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"); and
- (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds.

Republic of Italy

The offering of the Covered Bonds has not been registered with the Commissione Nazionale per le Società e la Borsa ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, save as set out below, it has not offered or sold, and will not offer or sell, any Covered Bonds in the Republic of Italy in an offer to the public and that sales of the Covered Bonds in the Republic of Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Accordingly, each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver any Covered Bonds or distribute copies of the Prospectus and any other document relating to the Covered Bonds in the Republic of Italy except:

- (i) to "qualified investors", as referred to in Article 2 of the Prospectus Regulation and any applicable provision of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Decree No. 58**") and/or Italian CONSOB regulations; or
- (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws,

Moreover and subject to the foregoing, any offer, sale or delivery of the Covered Bonds or distribution of copies of the Prospectus or any other document relating to the Covered Bonds in Italy under paragraphs (i) or (ii) above must:

- (a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Consolidated Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Italian Banking Act**"); and
- (b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Japan

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the "**FIEA**") and disclosure under the FIEA has not been made with respect to the Covered Bonds. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other purchaser will be required to represent and agree, that it has not offered or sold, directly or indirectly and will not offer or sell any Covered Bonds, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for reoffering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Law and other relevant laws and regulations of Japan. As used in this paragraph, "resident of Japan" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan).

The Netherlands/global

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that as long as it does not have the benefit of a licence or exemption as investment firm of the relevant type pursuant to the Wft shall not offer any Covered Bonds or distribute the Prospectus or any circulars, offer documents or information relating to the Issuer or the Covered Bonds in The Netherlands.

United Kingdom

Prohibition of Sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by the Prospectus as completed by the final terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Regulation 2017/565/EU as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

- (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA; and
- (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which section 21(1) of the FSMA does not or, in the case of the Issuer, would not, if it was not an authorised person, apply to the Issuer or the SB2 CBC; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA, with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the United Kingdom.

France

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, directly or indirectly, any Covered Bonds to the public in France and that offers and sales of Covered Bonds have been and will be made in France only to qualified investors (*investisseurs qualifiés*) as defined in Article L.411-2 1° of the French *Code monétaire et financier* and in Article 2(e) of the Prospectus Regulation.

In addition, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France the Prospectus, the relevant Final Terms or any other offering material relating to the Covered Bonds other than to investors to whom offers and sales of Covered Bonds in France may be made as described above.

The Prospectus prepared in connection with the Covered Bonds has not been submitted to the clearance procedures of the *Autorité des marchés financiers*.

General

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or possesses or distributes the Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Covered Bonds under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer, the SB2 CBC, the Trustee and any other Dealer shall have any responsibility therefor.

None of the Issuer, the SB2 CBC, the Trustee and any of the Dealers has represented that Covered Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating any such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with any additional restrictions agreed between the Issuer and the relevant Dealer and set out in the applicable Final Terms.

Each Dealer has furthermore represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not purchase, offer, sell or deliver Covered Bonds issued by the Issuer unless such Covered Bonds have (i) such denomination as may be allowed or required from time to time by the relevant central bank (or regulatory authority) or any laws or regulations applicable to the relevant Specified Currency and (ii) in respect of Covered Bonds which will be offered to the public within a member state of the European Economic Area or the United Kingdom or for which the Issuer will seek their admission to trading on a regulated market situated or operating within such a member state or the United Kingdom, in each case in circumstances which would require the approval of a prospectus under the Prospectus Regulation (and also as it forms part of domestic UK law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA")), a minimum denomination of €100,000 (or its equivalent in any other currency at the date of issue of such Covered Bonds).

1.6 TRUSTEE

The Trustee under the Trust Deed is Stichting Trustee ING SB2 Covered Bond Company, a foundation (*stichting*) established under the laws of The Netherlands on 31 March 2020. It has its registered office at Herikerbergweg 88, 1101 CM Amsterdam, The Netherlands and is registered with the Commercial Register of the Dutch Chamber of Commerce under number 77745345.

The objects of the Trustee are (a) to act as agent and/or trustee in favour of holders of Covered Bonds to be issued under the Programme by ING Bank N.V. and the other Secured Creditors; (b) to obtain security rights as agent and/or trustee and/or for itself; (c) to perform (legal) acts including accepting the parallel debt of the SB2 CBC in order to hold the security rights referred to under (b); (d) to manage, hold, administer and enforce the security rights mentioned under (b) for the benefit of the Secured Creditors; (e) to invest on a temporary basis monies received in relation to the enforcement of the security rights mentioned under (b) for the benefit of the Secured Creditors; (f) to borrow or raise money and (g) to perform any and all acts which are related, incidental or which may be conducive to the above.

The sole director of the Trustee is Vistra Capital Markets (Netherlands) N.V. having its registered office at Herikerbergweg 88, 1101 CM Amsterdam, The Netherlands.

The Trust Deed provides that until all amounts payable by the Issuer and/or the SB2 CBC under the Secured Obligations have been paid in full, the Trustee will not retire or be removed from its duties. The sole director of the Trustee is capable of being replaced or may resign in accordance with Condition 15 (*Trustee*).

The Trust Deed is expressed to be governed by Dutch law, a copy of the Trust Deed is available for inspection during normal business hours at the registered office of the Trustee and at the specified office of each of the Paying Agents.

1.7 USE OF PROCEEDS

Unless specified otherwise in the applicable Final Terms, the net proceeds from each issue of Covered Bonds will be applied by the Issuer for its general corporate purposes. If in respect of any particular issue there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

1.8 DESCRIPTION OF THE COVERED BOND LEGISLATION

On 1 January 2015 the applicable Dutch covered bond law and regulations relating to the legal requirements for registered covered bonds (*geregistreerde gedekte obligaties*) as amended from time to time and as currently included in the Wft and regulations relating thereto (the "**CB Legislation**") came into force in The Netherlands, thereby receiving a firmer statutory basis compared to the Dutch covered bond regulations which came into force on 1 July 2008 (the "**2008 Dutch CB Regulations**"). The issuance of a covered bond and the legal transfer of cover assets are also subject to the provisions of the Dutch Civil Code and the Dutch Bankruptcy Code.

Under the CB Legislation the issuer must be a licensed bank with its statutory seat (*zetel*) in the Netherlands.

As a main principle the CB Legislation requires that DNB-registered covered bonds will have to comply with the conditions for preferential treatment of article 52(4) UCITS Directive. In addition the CB Legislation also includes mandatory compliance with Article 129 CRR. The CB Legislation contains two mandatory asset quantity tests. Firstly, the total value of the cover assets must be at least 105 per cent. of the nominal value of the outstanding covered bonds of the relevant category. In addition to this statutory minimum overcollateralisation requirement, the total value of the cover assets, so determined in accordance with the restrictions applicable to the relevant type of assets as set out in Article 129 CRR, paragraph 1 should at least be equal to the nominal value of the outstanding covered bonds of the relevant category. Furthermore, the CB Legislation requires the owner of the cover assets to have (or generate) sufficient eligible liquid assets for the payment by it during the following six month period of interest and (except with respect to covered bonds which have an extendable maturity date of at least six months) principal of the outstanding covered bonds, and certain equal or higher ranking amounts. In determining such liquidity buffer to be maintained or generated in compliance with the CB Legislation, amongst other things, the proceeds of the Transferred Assets expected to be received in the relevant period and certain amounts (if any) standing to the credit of the AIC Account (including, without limitation, any amounts standing to the credit of the Mandatory Liquidity Revenue Ledger and the Reserve Fund Ledger) to the extent relating to the relevant Series and period, may be taken into account. The Mandatory Liquidity Revenue Ledger is used to administer the Mandatory Liquidity Fund. Pursuant to the Trust Deed, the Issuer is required to credit the Mandatory Liquidity Fund with Mandatory Liquidity Required Amounts which amounts are determined at the relevant time as the amount by which at such time the proceeds of the Transferred Assets expected to be received in the relevant period and the relevant amounts standing to the credit of the AIC Account (including, without limitation, any amounts standing to the credit of the Reserve Fund Ledger) and all other amounts permitted to be taken into account pursuant to the CB Legislation, fall short of the amount which is at such time required to be held by the SB2 CBC to ensure compliance with such mandatory liquidity buffer. However there is no assurance that there will not be a liquidity shortfall.

In respect of an application made for registration of a covered bond and the issuer thereof by DNB pursuant to the CB Legislation, the issuer is required amongst other things:

- (i) to disclosure to DNB certain key conditions applicable to the relevant category of covered bonds, which include:
 - (a) whether the covered bond has one of the following maturity structures: (i) its maturity date cannot be extended (hard bullet maturity) or its maturity date can only be extended for a maximum of 24 months (soft bullet maturity) or (ii) its maturity date can be extended with more than 24 months (including (conditional) pass through);
 - (b) which type or types of cover assets can unlimitedly be included in the cover pool (primary cover assets) and if more than one type is included, the ratio between them; and
 - (c) the jurisdiction in which the debtors of the cover assets are located or resided and the governing law of the cover assets.

Such conditions cannot be changed after the date of application for registration of the relevant category of covered bonds. An issuer has the possibility to combine hard bullet covered bonds and

soft bullet covered bonds in one category of registered covered bonds (i.e., under one issuance programme), provided that the soft bullet covered bonds have a maximum maturity extension of 24 months;

- (ii) to ensure a healthy ratio to exist between the total outstanding covered bonds of the relevant category and the total consolidated balance sheet of the issuer, thereby taking into account the outcome of any stress tests performed by the issuer of covered bonds and relating to the credit risk, interest rate risk, currency risk, liquidity risk and any other risk deemed relevant by DNB (whereby DNB can upon registration and thereafter impose a discretionary issuance limit to safeguard such healthy ratio); and
- (iii) to have reliable and effective strategies and procedures for verifying and procuring the sufficiency of eligible cover assets and liquid assets, taking into account the composition of the cover assets, the statutory overcollateralisation, other asset cover and liquidity buffer requirements.

DNB will perform certain supervision and enforcement related tasks in respect of DNB-registered covered bonds, including admitting issuers and categories of covered bonds to the relevant register and monitoring compliance with the ongoing requirements referred to above. If a covered bond no longer meets such requirements, or if the relevant issuer no longer complies with its ongoing obligations towards DNB, DNB can take several measures, which include, without limitation, cancelling the issuer's registration, imposing an issuance-stop and/or imposing fines and penalties on the issuer. However, DNB cannot cancel the registration of outstanding covered bonds registered under the CB Legislation. In addition, pursuant to the CB Legislation, DNB may cancel the registered compliance with Article 129 CRR, if the relevant issuer or the owner of the cover assets would not provide the required information to DNB to monitor compliance with Article 129 CRR or if the relevant covered bonds would no longer comply with Article 129 CRR. As at the Programme Date, the Covered Bonds comply with Article 52(4) UCITS and are in the DNB-register registered as being compliant with Article 129 CRR.

See also in the section headed "Risk Factors" under paragraph "*Risk of Covered Bonds ceasing to comply with the CB Legislation, Article 52(4) UCITS and/or Article 129 CRR*" above.

None of the Transaction Documents or the Covered Bonds prescribe the occurrence of an Issuer Event of Default or impose an obligation on the Issuer to notify any Covered Bondholder in the event that Covered Bonds would no longer comply with Article 52(4) UCITS and/or Article 129 CRR or in the event that the Issuer does not comply with the CB Legislation (or any amendments thereto or replacements thereof) in itself.

Covered Bond Directive

On 27 November 2019 the Directive (EU) 2019/2162 of the European Parliament and of the Council on the issue of covered bonds and covered bond public supervision and amending Directives 2009/65/EC and 2014/59/EC (the "**Covered Bond Directive**") and Regulation (EU) 2019/2160 of the European Parliament and of the Council amending Regulation 575/213 as regards exposures in the form of covered bonds (the "**Covered Bond Regulation**"), have been adopted. The Covered Bond Directive and the Covered Bond Regulation aim to foster the development of covered bonds across the European Union. The Covered Bond Directive (i) provides a common definition of covered bonds, which will represent a consistent reference for prudential regulation purposes, (ii) defines the structural features of covered bonds, (iii) defines the tasks and responsibilities for the supervision of covered bonds and (iv) sets out the rules allowing the use of the 'European Covered Bonds' label. The legislative proposals build on the analysis and the advice of the European Banking Authority. On 8 March 2021 legislative proposals regarding the implementation of the Covered Bond Directive and Covered Bond Regulation in the Netherlands has been published for consultation. The Covered Bond Directive should be implemented in each Member State by 8 July 2021 and should apply at the latest from 8 July 2022.

1.9 CREDIT RATINGS

The Covered Bonds are expected on issue to be assigned an Aaa rating by one or more Rating Agencies (currently Moody's). Each further issue of a Series of Covered Bonds will have ratings equal to the then current rating assigned to the outstanding Series of Covered Bonds. Any relevant Rating Agency may lower its rating or withdraw its rating of the Covered Bonds if, in the sole judgement of such Rating Agency, the credit quality of the Covered Bonds has declined or is in question.

Moody's Credit Rating Definitions

The following text is an extract from the Moody's report "Rating Symbols and Definitions" as published by Moody's.

Obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk

2 ASSET-BACKED GUARANTEE

2.1 GUARANTEE

The Trust Deed provides for the following guarantee:

"The SB2 CBC irrevocably undertakes as its independent obligation that it shall pay the Guaranteed Amounts to the holders of the Covered Bonds when the same become Due for Payment, provided that the SB2 CBC shall have no such obligation until (i) the occurrence of an Issuer Event of Default, service by the Trustee on the Issuer of an Issuer Acceleration Notice and service by the Trustee on the SB2 CBC of a Notice to Pay or (ii) the occurrence of a SB2 CBC Event of Default and the service by the Trustee of a SB2 CBC Acceleration Notice on the Issuer and the SB2 CBC, and in addition, if the SB2 CBC is obliged to pay a Guaranteed Final Redemption Amount in relation to any Series, then:

- (a) *the obligation of the SB2 CBC to pay such Guaranteed Final Redemption Amount in respect of such Series shall be deferred to, and shall under the Guarantee be due on, the Extended Due for Payment Date, unless on the Extension Date or any subsequent Interest Payment Date which applies pursuant to paragraph (b) below and which falls prior to the Extended Due for Payment Date, any moneys are available to the SB2 CBC after the SB2 CBC shall under the relevant Priority of Payments have paid or provided for (1) all higher and pari passu ranking amounts, (2) all Guaranteed Final Redemption Amounts pertaining to any other Series with an Extended Due for Payment Date falling prior to the SB2 CBC Payment Period in which the Extended Due for Payment Date for the relevant Series falls, in which case the SB2 CBC shall (i) give notice thereof to the holders of the relevant Covered Bonds (in accordance with Condition 13 (Notices)), the Rating Agencies, the Trustee, the Principal Paying Agent and the Registrar (in the case of Registered Covered Bonds) as soon as reasonably practicable and in any event at least two Business Days prior to the Extension Date and/or such Interest Payment Date, respectively, and (ii) apply such remaining available moneys in payment, in whole or in part, of such Guaranteed Final Redemption Amount, if applicable pro rata with any Guaranteed Final Redemption Amount pertaining to a Series with an Extended Due for Payment Date falling in the same SB2 CBC Payment Period in which the Extended Due for Payment Date for the relevant Series falls (and to such extent such Guaranteed Final Redemption Amount shall for the purpose of the relevant Priority of Payments and all other purposes be due) on the Extension Date and/or such Interest Payment Date, respectively; and*
- (b) *the SB2 CBC shall under the Guarantee owe interest over the unpaid portion of such Guaranteed Final Redemption Amount, which shall accrue and be payable on the basis set out in the applicable Final Terms or, if not set out therein, Condition 4 (Interest), provided that for this purpose all references in Condition 4 (Interest) to the Final Maturity Date of such Series are deemed to be references to the Extended Due for Payment Date, mutatis mutandis,*

all without prejudice to the SB2 CBC's obligation to pay any other Guaranteed Amount (i.e. other than the Guaranteed Final Redemption Amount) when Due for Payment.

As long as the Guaranteed Amounts have not been fully discharged, the SB2 CBC shall not exercise vis-à-vis the Issuer any right of set-off, defence or counterclaim or exercise any rights acquired by subrogation."

An Extended Due for Payment Date of each Series shall be specified in the applicable Final Terms.

All payments of Guaranteed Amounts by or on behalf of the SB2 CBC will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or other governmental charges of whatever nature, unless the withholding or deduction of such taxes, assessments or other governmental charges are required by law or regulation or administrative practice of any jurisdiction. If any such withholding or deduction is required, the SB2 CBC will pay the Guaranteed Amounts net of such withholding or deduction and shall account to the appropriate tax authority for the amount required to be withheld or deducted. The SB2 CBC will not be obliged to pay any amount to the Trustee or any Covered Bondholder in respect of the amount of such withholding or deduction.

Failure by the SB2 CBC to pay Guaranteed Final Redemption Amounts or the balance thereof, as the case may be, on the Extended Due for Payment Date and/or pay Guaranteed Amounts constituting Scheduled Interest on any Scheduled Payment Date or the Extended Due for Payment Date will (subject to any applicable grace period) be a SB2 CBC Event of Default.

For the purposes hereof:

"Due for Payment" means, with respect to a Guaranteed Amount, (i) prior to the service of a SB2 CBC 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 SB2 CBC Acceleration Notice, the date on which the SB2 CBC Acceleration Notice is served (or, in either case, if such day is not a Business Day, the first following Business Day).

"Guaranteed Amounts" means, in respect of a Series:

- (a) with respect to any Scheduled Payment Date falling prior to the service of a SB2 CBC Acceleration 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 SB2 CBC Acceleration Notice, an amount equal 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 SB2 CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest paid after the Final Maturity Date shall be paid on such dates and at such rates as specified in the applicable Final Terms.

"Rating Agency" means any rating agency (or its successor) who, at the request of the Issuer, assigns, and for as long it assigns, one or more ratings to the Covered Bonds under the Programme from time to time, which may include Moody's.

"Scheduled Interest" means, in respect of a Series, any amount of scheduled interest payable (i) under the Covered Bonds as specified in Condition 4 (*Interest*) of the Conditions (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 SB2 CBC in accordance with the Trust Deed, or (ii) under the Guarantee as specified in Condition 3(b) (*The Guarantee*) of the Conditions.

"Scheduled Payment Dates" means, in respect of a Series, each Interest Payment Date and the Final Maturity Date as specified in (i) in the case of Scheduled Interest, Condition 4 (*Interest*) of the Conditions or Condition 3(b) (*The Guarantee*) of the Conditions, as the case may be, or (ii) in the case of Scheduled Principal, Condition 6(a) (*Redemption at Maturity*) of the Conditions.

"Scheduled Principal" means, in respect of a Series, any amount of scheduled principal payable under the Covered Bonds as specified in Condition 6(a) (*Redemption at Maturity*) of the Conditions (but excluding any additional amounts relating to prepayments, early redemption, broken funding indemnities, penalties, premiums or default 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 principal and on-paid to the SB2 CBC in accordance with the Trust Deed.

Under Dutch law, an independent guarantee like the Guarantee in general is an independent claim and not an accessory right (*afhankelijk recht*) and is unlikely to be an ancillary right (*nevenrecht*) that by operation of law follows the receivables it secures upon transfer thereof. The Issuer has been advised that under Dutch law, in the case of Bearer Covered Bonds, such an 'automatic' transfer of the Guarantee can be accomplished by ensuring that the Guarantee forms an integral part of the Covered Bonds. For this reason the Guarantee and the Covered Bonds will provide that the rights under the Guarantee (a) form an integral part of the Covered Bonds, (b) are of interest to a Covered Bondholder only if, to the extent that, and for so long as, it holds Covered Bonds and (c) can only be transferred together with all other rights under the

relevant Covered Bond. The Issuer has been advised that as a result, in case of a physical transfer of a Bearer Covered Bond to a transferee, such transfer includes the corresponding rights under the Guarantee. The Issuer has been advised that under Dutch law, in the case of a transfer of a beneficial interest in a Global Covered Bond to a transferee by way of a book-entry transfer (*girale overboeking*), such transfer includes the corresponding rights under the Guarantee subject to and in accordance with any applicable laws, rules and regulations of the relevant clearing system. For Registered Covered Bonds, the rights under the Guarantee are to be separately assigned, together with the corresponding rights under the relevant Registered Covered Bonds.

2.2 SECURITY

In the Trust Deed, the SB2 CBC undertakes to pay to the Trustee amounts equal to and in the currency of the amounts it owes (i) to the Covered Bondholders under or pursuant to the Guarantee, the Trust Deed and the other Transaction Documents and (ii) the other Secured Creditors under or pursuant to the Transaction Documents, (the "**Principal Obligations**") (such payment undertaking and the obligations and liabilities which are the result thereof the "**Parallel Debt**"). The Principal Obligations do not include the SB2 CBC's obligations pursuant to the Parallel Debt. In this respect the SB2 CBC and the Trustee acknowledge that (i) the Parallel Debt constitutes undertakings, obligations and liabilities of the SB2 CBC to the Trustee which are separate and independent from and without prejudice to the Principal Obligations of the SB2 CBC to any Secured Creditor and (ii) the Parallel Debt represents the Trustee's own claim (*vordering*) to receive payment of the Parallel Debt from the SB2 CBC, provided that the aggregate amount that may become due under the Parallel Debt will never exceed the aggregate amount that may become due under all of the Principal Obligations to the Secured Creditors. The total amount due and payable by the SB2 CBC under the Parallel Debt shall be decreased to the extent that the SB2 CBC shall have paid any amounts to the Covered Bondholders or any other Secured Creditor to reduce the Principal Obligations and the total amount due and payable by the SB2 CBC under the Principal Obligations shall be decreased to the extent that the SB2 CBC shall have paid any amounts to the Trustee under the Parallel Debt. Pursuant to the Common Terms (set out in Schedule 2 to the Incorporated Terms Memorandum), the Secured Creditors accept that the Security created by the Security Documents is granted by the SB2 CBC to the Trustee to secure its obligations pursuant to the Parallel Debt.

The Parallel Debt of the SB2 CBC owed to the Trustee will be secured by the following security rights granted by the SB2 CBC to the Trustee:

- (a) pursuant to a master pledge of receivables agreement (the "**Master Receivables Pledge Agreement**"), a first ranking non-disclosed right of pledge (*stil pandrecht*) over the Transferred Receivables. The right of pledge created pursuant to the Master Receivables Pledge Agreement will not be notified to the Borrowers except under the conditions of the Master Receivables Pledge Agreement;
- (b) if Substitution Assets are transferred to the SB2 CBC, pursuant to a pledge of substitution assets agreement (the "**Substitution Assets Pledge**"), a first ranking disclosed right of pledge (*openbaar pandrecht*) (or, if applicable, any equivalent foreign security interest) over such Substitution Assets;
- (c) pursuant to a pledge of accounts agreement (the "**Accounts Pledge**"), a first ranking disclosed right of pledge (*openbaar pandrecht*) (or, if applicable, any equivalent foreign security interest) over all current and future monetary claims of the SB2 CBC *vis-à-vis* the Account Bank in respect of the SB2 CBC Accounts. The right of pledge created pursuant to the Accounts Pledge will be notified to the Account Bank. The Trustee has authorised the SB2 CBC to collect the pledged rights, which authorisation can be revoked in the circumstances set out in the deed of pledge; and
- (d) pursuant to a pledge of SB2 CBC rights agreement (the "**SB2 CBC Rights Pledge**"), a first ranking disclosed right of pledge (*openbaar pandrecht*) (or, if applicable, any foreign security interest) over the SB2 CBC's present and future rights (*vorderingen*) *vis-à-vis* any debtors of the SB2 CBC under any Transaction Document to which the SB2 CBC is a party, other than the Management Agreement (SB2 CBC). The right of pledge created pursuant to the SB2 CBC Rights Pledge will be notified to the relevant debtors. The Trustee has authorised the SB2 CBC to collect the pledged rights, which authorisation can be revoked in the circumstances set out in the pledge agreement.

A Dutch pledge can serve as security for monetary claims (*geldvorderingen*) only and can only be enforced upon default (*verzuim*) of the obligations secured thereby. Foreclosure on pledged property is to be carried out in accordance with the applicable provisions and limitations of the Dutch Civil Code (*Burgerlijk Wetboek*) and the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*).

If an Enforcement Event occurs, the Trustee will be entitled to enforce the Security (including selling the Transferred Assets) and/or take such steps as it shall deem necessary, subject in each case to being indemnified and/or secured to its satisfaction.

For the purposes hereof:

"Enforcement Event" means any default (*verzuim*) in the proper performance of the Secured Obligations or any part thereof provided that a SB2 CBC Acceleration Notice has been served.

"Secured Creditors" means the Trustee (in its own capacity and on behalf of the Covered Bondholders), the Originators, the Servicers, the Account Bank, the Administrator, the Swap Providers (if any), the Asset Monitor, the SB2 CBC Managing Director, the Listing Agent, the Paying Agents, the Participants (if any), the Registrar and all other creditors for whom the Security is expressed to be granted subject to and in accordance with the Trust Deed or other creditors designated by the Trustee as Secured Creditor from time to time.

"Secured Property" means all the SB2 CBC's assets, rights and receivables including the SB2 CBC's rights in respect of the Transferred Assets, its rights in relation to the SB2 CBC Accounts and its rights under the Transaction Documents over which security is created pursuant to the Security Documents.

"Security" means the security for the obligations of the SB2 CBC in favour of the Trustee for the benefit of the Secured Creditors created pursuant to, and on the terms set out in, the Trust Deed and the Security Documents.

"Security Documents" means the Master Receivables Pledge Agreement, the Substitution Assets Pledge, the Accounts Pledge and the SB2 CBC Rights Pledge.

"Transaction Documents" means:

- (i) the Administration Agreement;
- (ii) the Agency Agreement;
- (iii) the AIC Account Agreement;
- (iv) the Asset Monitor Agreement;
- (v) the Asset Monitor Appointment Agreement;
- (vi) each Beneficiary Waiver Agreement (if entered into);
- (vii) each Deed of Assignment and Pledge (as defined in the Incorporated Terms Memorandum);
- (viii) each Deed of Re-Assignment and Release (as defined in the Incorporated Terms Memorandum);
- (ix) each Further Master Transfer Agreement;
- (x) the Guarantee Support Agreement;
- (xi) the Incorporated Terms Memorandum;
- (xii) the Initial Servicing Agreement;
- (xiii) the Issuer-ICSD Agreement (as defined in the Incorporated Terms Memorandum);
- (xiv) each Management Agreement (as defined in the Incorporated Terms Memorandum);
- (xv) each Master Sub-Participation Agreement (if entered into);

- (xvi) the Programme Agreement;
- (xvii) each Security Document;
- (xviii) each Subscription Agreement (if entered into in the case of an issue of Covered Bonds);
- (xix) each Swap Agreement (if entered into); and
- (xx) the Trust Deed,

and any agreements entered into in connection therewith from time to time.

The above documents are each a "**Transaction Document**".

"Transaction Party" means any person who is a party to a Transaction Document and "Transaction Parties" means some or all of them.

2.3 SB2 CBC

Introduction

The issuer of the Guarantee is ING SB2 Covered Bond Company B.V., incorporated on 31 March 2020 as 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 Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands and registered with the Trade Register (*Handelsregister*) of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 77745337. The telephone number of the SB2 CBC is +31 20 521 4777 and the fax number of the SB2 CBC is +31 20 521 4888. The articles of association of the SB2 CBC have not been amended since the date of its incorporation. The legal entity identifier (LEI) of the SB2 CBC is 724500EXL7EUQA489C31.

Principal activities

The SB2 CBC's articles of association, in article 2, have a restrictive objects clause allowing the SB2 CBC the following activities: (i) to obtain, to hold in possession, to alienate, to encumber and to otherwise manage goods, including claims on private persons, enterprises and authorities, whether or not embodied in value papers, as well as to exercise the rights attached to such claims, (ii) to raise funds through, among other things, borrowing under loan agreements, the use of financial derivatives or otherwise and to invest and put out funds obtained by the company in, among other things, (interests in) loans, bonds, debt instruments and other evidences of indebtedness, shares, warrants and other similar securities and also financial derivatives, (iii) to issue guarantees and to grant security for the obligations and debts of the SB2 CBC and of third parties, including ING Bank N.V., (iv) to enter into agreements, including, but not limited to, financial derivatives such as interest and/or currency swap agreements, in connection with the objects mentioned under (i), (ii) and (iii), (v) to enter into agreements including, but not limited to, bank, securities and cash administration agreements, asset management agreements and agreements for providing guarantees and creating security in connection with the objects mentioned under (i), (ii), (iii) and (iv) and (vi) to perform any and all acts which are related, incidental or which may be conducive to the objects mentioned under (i) through (v), all in relation to the Programme.

The SB2 CBC is a special purpose entity. It has been set up as a bankruptcy remote entity, principally in two ways. First, non-petition wording has been included in the relevant Transaction Documents. Notwithstanding such wording, it is possible that a Dutch court would deal with a petition for bankruptcy (*faillissement*) initiated by third party creditors (e.g. tax authorities) or Transaction Parties even if such petition was presented in breach of a non-petition covenant applying to the relevant Transaction Party. Secondly, recourse by the Transaction Parties to the SB2 CBC has been limited to the Transferred Assets and any other assets the SB2 CBC may have (excluding for the avoidance of doubt amounts standing to the credit of the Capital Account).

The SB2 CBC has not engaged since its incorporation, and will not engage whilst the Covered Bonds remain outstanding, in any material activities other than activities which are incidental or ancillary to the foregoing. The SB2 CBC has no subsidiaries.

The ability of the SB2 CBC to engage in any activities other than relating to the Programme and the transactions contemplated pursuant thereto is restricted in the SB2 CBC's articles of association, the Trust Deed and the other relevant Transaction Documents.

The SB2 CBC has no employees.

Shareholders

The entire issued share capital is owned by Stichting Holding ING SB2 Covered Bond Company (the "**Holding**"), a foundation (*stichting*) established under the laws of The Netherlands. The Stichting was established on 30 March 2020 and has its registered office at Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands.

Directors of the SB2 CBC

The SB2 CBC has entered into a management agreement with Intertrust Management B.V. (the "**SB2 CBC Managing Director**") on the Programme Date (such management agreement as amended and/or supplemented and/or restated from time to time, the "**Management Agreement (SB2 CBC)**"), pursuant to which the SB2 CBC Managing Director has agreed to provide corporate services to the SB2 CBC, with due observance of the requirements of the Act on the Supervision of Trust Offices (*Wet toezicht trustkantoren*). The following table sets out the managing director (*bestuurder*) of the SB2 CBC and its business address and occupation.

Name	Business Address	Business Occupation
Intertrust Management B.V.	Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands	Corporate Services Provider
		There is no potential conflict of interests between any duties to the SB2 CBC of the SB2 CBC Managing Director and its private interests or other duties.

No significant or material adverse change

There has been no significant change in the financial performance and financial position of the SB2 CBC and no material adverse change in the prospects of the SB2 CBC since 31 March 2020 (being the date of incorporation of the SB2 CBC).

Capitalisation

Since 31 March 2020 (being the date of incorporation of the SB2 CBC), the SB2 CBC has not commenced operations and no financial statements have been drawn up as at the Programme Date.

The capitalisation of the SB2 CBC as at the Programme Date is as follows:

Share capital	EUR 1.00
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Indebtedness

The SB2 CBC has no indebtedness and/or liabilities under guarantees as at the date of this Securities Note, other than that which the SB2 CBC has incurred or shall incur in relation to the transactions contemplated pursuant to the Programme.

In the Trust Deed the SB2 CBC has covenanted that it will not:

- (a) save with the prior written consent of the Trustee, or as envisaged by the Transaction Documents:
 - (i) create or permit to subsist any security interest over the whole or any part of its assets or undertakings, present or future;
 - (ii) dispose of, deal with or grant any option or present or future right to acquire any of its assets or undertakings or any interest therein or thereto;
 - (iii) have an interest in a bank account other than as set out in the Transaction Documents;
 - (iv) incur any indebtedness or give any guarantee or indemnity in respect of any such indebtedness;
 - (v) consolidate or merge with or transfer any of its property or assets to another person;

- (vi) issue any further shares (*aandelen*) in its capital;
 - (vii) have any employees (for the avoidance of doubt, the SB2 CBC Managing Director will not be regarded as an employee), premises or subsidiaries;
 - (viii) acquire assets other than pursuant to the Guarantee Support Agreement;
 - (ix) engage in any activities or derive income from any activities within the United States or hold any property if doing so would cause it to be engaged or deemed to be engaged in a trade or business within the United States;
 - (x) enter into any contracts, agreements or other undertakings;
 - (xi) compromise, compound or release any debt due to it; or
 - (xii) commence, defend, settle or compromise any litigation or other claims relating to it or any of its assets; and
- (b) incur any obligation or liability in respect of, or acquire any asset for the purpose of, or otherwise facilitate, any category of covered bonds issued by the Issuer or any other person, other than in relation to the Programme, the Covered Bonds from time to time issued thereunder and any other transactions contemplated pursuant to the Programme.

Dividend payments

The SB2 CBC has since its incorporation not made any dividend payments.

3 GUARANTEE SUPPORT

3.1 TRANSFERS

As consideration for the SB2 CBC assuming the Guarantee, and so as to enable the SB2 CBC to meet its obligations under the Guarantee, the Originators have agreed in the guarantee support agreement dated the Programme Date between the Issuer, the Initial Originator, the SB2 CBC and the Trustee (such guarantee support agreement as amended and/or supplemented and/or restated from time to time, the "**Guarantee Support Agreement**") to transfer Eligible Assets to the SB2 CBC. The transfers are effectuated as follows:

- (a) in the case of Eligible Receivables, by way of undisclosed assignment (*stille cessie*). This takes place through due execution by the relevant Originator and the SB2 CBC of a deed of assignment in the form attached to the Guarantee Support Agreement and offering the same for registration to the Dutch tax authorities (*Belastingdienst*). Notification (*mededeling*) of the assignment to the Borrowers will only take place if a Notification Event occurs. Following receipt of notification by the Borrowers, in principle, only payment to the SB2 CBC will be capable of discharging a Borrower's obligations under the relevant Transferred Receivable;
- (b) in the case of Eligible Collateral, subject to paragraph (c) below, by way of book-entry transfer (*girale overboeking*) to a bank or securities account, as the case may be, designated for such purpose by the SB2 CBC; and/or
- (c) in the case of Eligible Collateral comprising Substitution Assets which (a) do not constitute securities which are deposited with Euroclear or the transfer of which is subject to the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*) and (b) which are not credited to a securities account in the relevant Originator's name administered in the Netherlands or Belgium (other than cash):
 - (i) if and to the extent possible and desirable in the opinion of the SB2 CBC and the Trustee and only upon Rating Agency Confirmation, in the manner as described above under (b); and
 - (ii) if and to the extent not so possible or desirable, in such manner as may be required by the SB2 CBC and the Trustee and provided that:
 - (A) Rating Agency Confirmation has been obtained; and
 - (B) the Trustee is satisfied that pursuant to such transfer the SB2 CBC will receive assets of equivalent credit and security status and ranking as the other Eligible Collateral (supported by a legal opinion of internationally recognised counsel in form and substance satisfactory to the Trustee).

If, in the opinion of the Issuer, amendments are necessary to the Transaction Documents or if additional Transaction Documents are required in relation to such transfer of Eligible Collateral comprising Substitution Assets referred to under paragraph (c) above, and Rating Agency Confirmation is obtained therefor, the Trustee may consent thereto without consent of the Covered Bondholders or the other Secured Creditors.

On the First Transfer Date, the Initial Originator will transfer to the SB2 CBC the respective Eligible Receivables comprising the Initial Portfolio. Each Originator:

- (a) may at any time offer to transfer further Eligible Assets to the SB2 CBC; and
- (b) jointly and severally with all other Originators undertakes to upon request of the SB2 CBC offer to transfer further Eligible Assets to the SB2 CBC. The SB2 CBC will only make such a request if it (or the Administrator on its behalf) determines that the Asset Cover Test or the Mandatory Asset Quantity Test has been breached under the Asset Monitor Agreement.

The SB2 CBC shall accept each such offer if the relevant conditions precedent set out in the Guarantee Support Agreement have been met, including in the case of transfer of Receivables receipt of a confirmation that the Receivables Warranties are true and correct in all material respects and not misleading in any material respect as at the relevant Transfer Date.

In the Guarantee Support Agreement the SB2 CBC has agreed with the Issuer that if the Issuer and the SB2 CBC (or the Administrator on its behalf) at any time conclude (acting reasonably) that the value of (i) any Eligible Collateral (offered to be) transferred by an Originator in accordance with the terms of the Guarantee Support Agreement and/or (ii) any Authorised Investments from time to time held by the SB2 CBC, is necessary to be included in any calculation for the purpose of compliance with article 40f and/or 40g of the Decree on Prudential Rules Wft (*Besluit prudentiele regels Wft*) (as amended, restated and/or re-enacted from time to time) (the "**Decree**"), the SB2 CBC (or the Administrator on its behalf) and the Issuer shall procure that any such Transferred Collateral and/or Authorised Investments (or any substitute Authorised Investments) necessary for such purpose shall satisfy the requirements for eligible assets that may collateralise covered bonds in accordance with article 40f, paragraph 3 or, as the case may be, the eligibility criteria for liquid assets in accordance with article 40g of the Decree.

In addition, in the Guarantee Support Agreement each Originator covenants, among other things, that if (i) it makes any Further Advance under any Loan Agreement relating to a Transferred Receivable, (ii) such Further Advance is secured by the same Related Security and (iii) such Further Advance results in an Eligible Receivable, then it will transfer such further Eligible Receivable to the SB2 CBC as soon as reasonably practicable and, if possible, prior to the following Calculation Date.

In the Guarantee Support Agreement, the following intercreditor arrangement is agreed between each of the Originators, the SB2 CBC and the Trustee in relation to the Transferred Receivables. If:

- (i) and to the extent that any Related Security secures both a Transferred Receivable and any receivable which is owned by an Originator (and which has not been transferred to the SB2 CBC) (a "**Residual Claim**"), the relevant Originator and the SB2 CBC agreed that the SB2 CBC shall have, and each Originator granted the SB2 CBC, exclusive authority to perform all acts of management (*beheer*) and/or of disposal (*beschikking*) pertaining to such Related Security and in any event, without prejudice to the generality of the foregoing, to:

- (a) foreclose (*uitwinnen*) on such Related Security without any involvement of the relevant Originator; and
- (b) apply the foreclosure proceeds in payment of the Transferred Receivable such that only the remaining proceeds (if any) will be available for application in payment of the Residual Claim,

provided that (i) for as long as no Notification Event has occurred and no Notice to Pay or SB2 CBC Acceleration Notice has been served, the SB2 CBC agreed to delegate such authority to the relevant Originator and (ii) such authority shall not be vested in the SB2 CBC but in the relevant Originator if the relevant Originator can prove that such Related Security was specifically created to secure the Residual Claim and was not intended to secure the Transferred Receivable;

- (ii) paragraph (i) above is not effective to procure compliance therewith by the relevant Originator (or its liquidator in any Insolvency Proceedings), such Originator owes the SB2 CBC an amount equal to its share in the foreclosure proceeds of each relevant Related Security, which amount shall be immediately due and payable in case the relevant Borrower defaults (*in verzuim is*) in respect of the relevant Transferred Receivable or the Residual Claim(s) such Borrower owes to the relevant Originator, provided that the SB2 CBC's recourse to any Originator in relation to any Related Security is limited to such Originator's share in the foreclosure proceeds of such Related Security;
- (iii) (A) any of the Issuer's credit ratings ceases to be at least the Minimum Required Ratings and the Issuer does not regain such Minimum Required Ratings on the date falling twelve (12) months (or such other period as may be determined by or agreed with the relevant Rating Agency from time

to time) after the date of such downgrade, or (B) the Issuer's credit ratings ceases to be at least the Minimum Trigger Ratings or any such rating is withdrawn, unless in both cases an appropriate remedy to the satisfaction of the Trustee is found after having received Rating Agency Confirmation, then each of the Originators have agreed to forthwith, and in any event within ten (10) Business Days after the occurrence of such downgrade or withdrawal, grant to the SB2 CBC a right of pledge on its Residual Claims as security for the payment of the relevant amount it owes to the SB2 CBC pursuant to paragraph (ii) above;

- (iv) after the pledge of the Residual Claims, the Issuer regains ratings from each of the Rating Agencies of at least the Minimum Required Ratings and retains such Minimum Required Ratings for a consecutive period of at least twelve months (or such other period as may be determined by or agreed with the relevant Rating Agency from time to time), the SB2 CBC and the Trustee will be obliged to release the rights of pledge vested on the Residual Claims. In addition, each of the SB2 CBC and the Trustee undertakes to release such right of pledge on any Residual Claims owed by a Borrower if (i) the principal amount outstanding in respect of the relevant Transferred Receivable has been repaid in full together with all accrued interest and other secured amounts due under or in connection with the related Loan or (ii) if all Transferred Receivables that are secured by the same Related Security as such Residual Claims have been retransferred to the relevant Originator in accordance with the terms of the Guarantee Support Agreement;
- (v) the pledge pursuant to paragraph (iii) above is implemented, any foreclosure proceeds are applied in discharge of amounts due pursuant to paragraph (ii) above and the Related Security is no longer in place or, as reasonably determined by the SB2 CBC and the Trustee, no longer expected to generate any proceeds, the SB2 CBC will retransfer to the relevant Originator a part of (the unsatisfied part of) the relevant Transferred Receivable for a principal amount corresponding to the principal amount of the pledged Residual Claims so applied;
- (vi) the SB2 CBC transfers a Transferred Receivable in accordance with the Guarantee Support Agreement and the Asset Monitor Agreement to any transferee other than the relevant Originator or insurer, it is entitled to transfer its corresponding rights and obligations pursuant to Clause 9.4 (*Intercreditor Arrangements*) of the Guarantee Support Agreement to such transferee and each Originator in advance irrevocably granted its cooperation to any such transfer (within the meaning of article 6:159 of the Dutch Civil Code); and
- (vii) an Originator transfers a Residual Claim to any transferee (other than an insurer pursuant to a Master Transfer Agreement in relation to an MTA Receivable), it will simultaneously transfer its corresponding rights and obligations pursuant to Clause 9.4 (*Intercreditor Arrangements*) of the Guarantee Support Agreement to such transferee and the SB2 CBC in advance irrevocably agreed to co-operate with any such transfer (within the meaning of article 6:159 of the Dutch Civil Code). In addition, the relevant Originator will ensure that upon such transfer, the relevant transferee (other than any transferee that is a member of the ING Group) shall immediately pledge to the SB2 CBC such Residual Claims if such transferee's credit ratings are less than the Minimum Required Ratings or Minimum Trigger Ratings or if such transferee does not have the relevant credit rating assigned to it. Each Originator warrants and represents that it has not transferred any Residual Claims to any party (other than an insurer pursuant to a Master Transfer Agreement in relation to an MTA Receivable) prior to the relevant Transfer Date on which the Transferred Receivable that is secured by the same Related Security is transferred to the SB2 CBC in accordance with the terms of the Guarantee Support Agreement.

None of the SB2 CBC, the Trustee or the Issuer has made or has caused to be made on its behalf any enquiries, searches or investigations in respect of the Transferred Assets. Instead, each is relying entirely on the Representations and Warranties by the relevant Originator contained in the Guarantee Support Agreement. The parties to the Guarantee Support Agreement may, subject to the prior written consent of the Trustee and Rating Agency Confirmation, amend the Representations and Warranties. The Receivables Warranties are as follows and are given on the relevant Transfer Date by the relevant Originator in respect of the Receivables to be transferred by it to the SB2 CBC:

- (i) each Receivable is an Eligible Receivable;
- (ii) the particulars of the Eligible Receivables set out in Annex 1 to the relevant deed of assignment, are true, complete and accurate in all material respects and the Gross Outstanding Principal Balance in respect of each Receivable in the Initial Portfolio as at the First Transfer Date or in a New Portfolio as at the relevant Transfer Date and the aggregate Gross Outstanding Principal Balance of the Receivables in the Initial Portfolio or in a New Portfolio is correctly stated in Annex 1 to the relevant deed of assignment;
- (iii) no Originator has created, agreed to create or permitted to subsist any limited right (*beperkt recht*) on, or right of set-off pertaining to, any of its Collection Accounts or rights or receivables pertaining thereto; and
- (iv) prior to (but not earlier than a Reasonable Prudent Lender would deem acceptable) making the Initial Advance under each Loan Agreement, the relevant Originator complied with its obligations under the Dutch Prevention of Money Laundering and the Financing of Terrorism Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*) or any predeceasing legislation together with any other ancillary regulatory requirements, including but not limited to any requirements of the AFM, in connection with the origination of each Receivable.

The Programme Agreement provides a mechanism for (i) at the option of the Issuer, members of the ING Group wishing to transfer Eligible Assets to the SB2 CBC, to accede to the relevant Transaction Documents as a New Originator, subject always to Rating Agency Confirmation and (ii) Originators that have not originated any of the SB2 CBC's Transferred Assets at such time, to withdraw from the relevant Transaction Documents as an Originator, provided that no Notification Event, has occurred and no Issuer Acceleration Notice, Notice to Pay or SB2 CBC Acceleration Notice has been served.

In the Trust Deed, the Trustee agrees to, upon receipt of each Monthly Investor Report, verify whether such Monthly Investor Report states that a Notification Event has occurred.

For the purpose hereof:

"Collection Accounts" means the bank accounts in the name of the relevant Originator on which payments under the Eligible Receivables are collected.

"First Transfer Date" means the date on which the Initial Portfolio is transferred to the SB2 CBC pursuant to the Guarantee Support Agreement.

"Further Advance" means, in relation to a Transferred Receivable, any advance of further money 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 same Mortgage.

"Gross Outstanding Principal Balance" in relation to a Receivable at any date, means the aggregate principal balance of such Receivable at such date (but avoiding double counting) including the following:

- (i) the Initial Advance; and
- (ii) any increase in the principal amount due under that Receivable due to any Further Advance,

in each case relating to such Receivable less any prepayment, repayment or payment of the foregoing made on or prior to such date.

"Initial Advance" means, in respect of any Loan Agreement, the original principal amount advanced by the relevant Originator to the relevant Borrower.

"Initial Portfolio" means the Eligible Receivables particulars of which are set out in the deeds of assignment entered into on the First Transfer Date or set out in a document stored upon electronic media (including, but not limited to, a CD ROM).

"Mandatory Asset Quantity Test" means the requirement of the Issuer under the CB Legislation to ensure that (i) a statutory minimum level of overcollateralisation of eligible cover assets is maintained and (ii) the value of the Transferred Assets is at all times at least equal to the Principal Amount Outstanding of the Covered Bonds, in each case as calculated and determined in accordance with the CB Legislation.

"Mandatory Liquidity Test " means the requirement for the Issuer under the CB Legislation to ensure that at all times sufficient liquidity is maintained or generated by the SB2 CBC to cover for the following 6 month-period interest payments on the Covered Bonds and certain higher and pari passu ranking payments, in each case as calculated and determined in accordance with the CB Legislation.

"Minimum Required Ratings" means the minimum credit ratings as determined to be applicable or agreed by each relevant Rating Agency from time to time, being as at the Programme Date, A3 (long term) by Moody's.

"Minimum Trigger Ratings" means the minimum credit ratings as determined to be applicable or agreed by each relevant Rating Agency from time to time, being as at the Programme Date, Baa1 (long term) by Moody's.

"Net Outstanding Principal Balance" means in relation to a Transferred Receivable, at any 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 Portfolio" means in each case the portfolio of New Receivables, particulars of which are set out in the relevant Deed of Assignment or set out in a document stored upon electronic media (including, but not limited to, a CD ROM).

"New Receivables" means Eligible Receivables, other than the Eligible Receivables comprised in the Initial Portfolio, which an Originator may assign and transfer to the SB2 CBC on a Transfer Date following the First Transfer Date pursuant to the Guarantee Support Agreement.

"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 SB2 CBC that, subject to any condition imposed by the Trustee, any such event shall not (or not immediately) constitute a Notification Event:

- (i) a default is made by an Originator in the payment on the due date of any amount due 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;
- (ii) an Originator fails duly to perform or comply with any of its obligations under any Transaction 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;
- (iii) an Originator takes any corporate action, or other steps are taken or legal proceedings 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 bankruptcy, (vi) any analogous insolvency proceedings under any applicable law or (vii) the appointment of a liquidator (*curator*), administrator (*bewindvoerder*) or a similar officer of it or of any or all of its assets;
- (iv) an Originator's assets are placed under administration (*onder bewind gesteld*);
- (v) a Notice to Pay is served on the Issuer and the SB2 CBC;

- (vi) a SB2 CBC Event of Default occurs;
- (vii) any credit rating of the Issuer's unsecured, unsubordinated and unguaranteed debt obligations falls below any of the Notification Event Trigger Ratings or any such rating is withdrawn; or
- (viii) any Originator ceases to be a direct or indirect subsidiary of ING Group within the meaning of article 2:24a of the Dutch Civil Code before it withdraws as an Originator from the Transaction Documents in accordance with the Programme Agreement.

"Notification Event Trigger Ratings" means the minimum credit ratings as determined to be applicable or agreed by each relevant Rating Agency from time to time in respect of the Issuer, being as at the Programme Date, Baa1 (long term) by Moody's.

"Receivables Warranties" means the representations and warranties given by each of the Originators in respect of the Receivables as set out in Part 3 of Schedule 1 (*Representations and Warranties*) to the Guarantee Support Agreement.

"Representations and Warranties" means the representations and warranties given by each of the Originators as set out in Schedule 1 (*Representations and Warranties*) to the Guarantee Support Agreement.

"Transfer Date" means the First Transfer Date or the date of transfer of any further Eligible Assets to the SB2 CBC in accordance with the Guarantee Support Agreement.

"Transferred Assets" means the Transferred Receivables and the Transferred Collateral.

"Transferred Collateral" means any Eligible Collateral transferred or purported to be transferred to the SB2 CBC pursuant to the Guarantee Support Agreement, to the extent not retransferred, sold or otherwise disposed of by the SB2 CBC.

"Transferred Receivables" means any Eligible Receivables transferred to the SB2 CBC pursuant to the Guarantee Support Agreement, to the extent not (i) redeemed, (ii) retransferred, (iii) sold or refinanced pursuant to the Asset Monitor Agreement or (iv) otherwise disposed of, by the SB2 CBC.

3.2 RETRANSFERS

Pursuant to the Guarantee Support Agreement:

- (a) Prior to the service of a Notice to Pay and provided that the Asset Cover Test and the Mandatory Asset Quantity Test shall not be breached upon such retransfer, the SB2 CBC will retransfer a Receivable or Defaulted Receivable to the relevant Originator if a material breach of the Receivables Warranties occurs as of the relevant Transfer Date in respect of such Receivable or if the Servicer identifies a Defaulted Receivable and sends a Defaulted Receivables Notice to the relevant Originator, subject to applicable grace periods.
- (b) Prior to:
 - (i) the occurrence of a Notification Event and service of a Notice to Pay or SB2 CBC Acceleration Notice, the Issuer shall request a retransfer of a Transferred Receivable from the SB2 CBC to an Originator if an Eligible Receivable transferred by such Originator to the SB2 CBC no longer has the benefit of a Municipality Guarantee or an NHG Guarantee as a result of any action taken or omitted to be taken by the relevant Originator, the Administrator or the Servicer and, as a consequence thereof, such Transferred Receivable would not qualify as an Eligible Receivable if it were tested against the Eligibility Criteria at that time; and/or
 - (ii) the service of a SB2 CBC Acceleration Notice, the Issuer (on behalf of a relevant Originator) may from time to time in accordance with the Guarantee Support Agreement request a retransfer from the SB2 CBC of certain Transferred Assets (other than MTA Receivables for the purpose of on-transfer of such MTA Receivables by the relevant Originator to a relevant insurer pursuant to a Master Transfer Agreement) designated for such purposes by the relevant Originator.

The SB2 CBC shall comply with a request referred to under (b)(i) so long as the Asset Cover Test and the Mandatory Asset Quantity Test are not breached upon such retransfer and no Notification Event has occurred and no Notice to Pay or SB2 CBC Acceleration Notice has been served. The SB2 CBC may comply with a request referred to under (b)(ii) at its discretion provided that the Asset Cover Test or the Amortisation Test, as applicable, and the Mandatory Asset Quantity Test are not breached upon such retransfer and no SB2 CBC Acceleration Notice has been served.

- (c) If the SB2 CBC intends to sell Selected Receivables on terms permitted or required by the Asset Monitor Agreement, it shall first offer such Selected Receivables for sale on the same terms to the Issuer or, if the Issuer is subject to an Insolvency Proceeding, to any Originator which is not subject to an Insolvency Proceeding, in the manner set out in the Guarantee Support Agreement.
- (d) For as long as no Notification Event has occurred, the Issuer (on behalf of the relevant Originator) may request a purchase and retransfer from the SB2 CBC of MTA Receivables designated by the relevant Originator for the purpose of on-transfer of such MTA Receivables by the relevant Originator to a relevant insurer pursuant to a Master Transfer Agreement. The SB2 CBC shall comply with such request provided that (i) no Notification Event has occurred, (ii) the principal amount of (the relevant part of) the MTA Receivable in respect of which the request for purchase and retransfer has been made shall not exceed an amount equal to the Savings received by the relevant insurer in the month immediately preceding the date on which the purchase and retransfer of such (part of the) MTA Receivable is completed, under the relevant savings insurance policy relating to the Savings Loan from which such MTA Receivable was originated and (iii) the purchase price of such (part of the) MTA Receivable shall be at least an amount equal to the Savings received by the relevant insurer in the month immediately preceding the date on which the purchase and retransfer of such (part of the) MTA Receivable is completed, under the relevant savings insurance policy relating to the Savings Loan from which such MTA Receivable was originated.

A retransfer by the SB2 CBC as abovementioned will take place in accordance with the Guarantee Support Agreement and be effectuated in substantially the same manner as the transfers to the SB2 CBC described above, *mutatis mutandis*. If the retransfer concerns Selected Receivables which are sold to an Originator further to the relevant Originator's right of pre-emption (*voorkeursrecht*), the underlying sale and purchase will be concluded through execution of a Selected Receivables Offer Notice.

For the purposes hereof:

"Accrued Interest" means in relation to any Receivable and as at any date (the **"Receivable Interest Determination 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.

"Arrears of Interest" means in relation to any Receivable and as at the Receivable Interest Determination Date, interest which is due and payable and unpaid up to and including the Receivable Interest Determination Date.

"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 Asset Amount, in which case Accrued Interest will not be included) and Arrears of Interest as at that date.

"Defaulted Receivable" means any Transferred Receivable (other than a Disputed Receivable 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 a suspension of payments (*surseance van betaling*) or debt rescheduling arrangement (*schuldsaneringsregeling*) or equivalent or analogous events or proceedings have occurred in relation to the relevant Borrower; or
- (d) the relevant Borrower has not paid (including, without limitation, payments made by third parties on behalf of the Borrower) by the end of the Calculation Period during which such Transferred Receivable becomes more than 90 days overdue for payment from its Receivable Due Date.

"Defaulted Receivables Notice" means a notice served by the Servicer on the relevant Originator identifying Receivables in the Portfolio which are Defaulted Receivables.

"Disputed Receivable" means any Receivable in respect of which payment is disputed (in whole or in part, with or without justification) by the Borrower owing such Receivable.

"Portfolio" means the Initial Portfolio and each New Portfolio, to the extent not (i) redeemed, (ii) retransferred (iii) sold or refinanced pursuant to the Asset Monitor Agreement or (iv) otherwise disposed of by the SB2 CBC.

"Receivable Due Date" in relation to any Receivable means the original date on which such Receivable is due and payable.

"Selected Receivables" means Transferred Receivables to be sold or refinanced, or former Transferred Receivables (as defined in the Incorporated Terms Memorandum) following their sale or refinancing, as applicable, by the SB2 CBC pursuant to the terms of the Asset Monitor Agreement.

"Written-Off Receivable" means any Receivable which has been written off by the relevant Originator as irrecoverable for accounting purposes in accordance with that Originator's general accounting practices.

3.3 ELIGIBLE ASSETS

The following assets are eligible to be transferred to the SB2 CBC by the Originators pursuant to the Guarantee Support Agreement:

- Eligible Receivables; and
- Eligible Collateral (together with the Eligible Receivables: the "**Eligible Assets**").

The loan products or loan parts to which the Eligible Receivables of the Initial Originator relate can be categorised as follows (regardless of the different names used by the Initial Originator to refer to its loan products falling under the same category):

1. An interest-only loan (an "**Interest-Only Loan**") is a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. An Interest-Only Loan is not connected to a Mixed Insurance Policy and does not have an investment part;
2. An annuity loan (an "**Annuity Loan**") is characterised by equal periodical payments by the Borrower. These payments contain both an interest and a principal component. As with each principal payment part of the Loan is redeemed, the interest component declines after each successive payment. The principal component increases in such a way that the remaining balance of the Loan at maturity will be zero. An Annuity Loan is not connected to a Mixed Insurance Policy and does not have an investment part;
3. A linear loan (a "**Linear Loan**") is a loan on which the periodical payment consists of a constant principal component plus an interest component based on the remaining Loan balance. The balance of the Loan is thus being repaid in a straight-line fashion i.e. linear, and will be zero at maturity, while the interest payment declines after each successive payment. A Linear Loan is not connected to a Mixed Insurance Policy and does not have an investment part;
4. A revolving credit loan (a "**Revolving Credit Loan**") is a loan which may be repaid in whole or in part at any time. Under the relevant Loan Agreement the Borrower may at any time make drawings up to the agreed maximum amount and reborrow amounts which have been repaid;
5. An investment loan (an "**Investment Loan**") is, like an Interest-Only Loan, a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. To secure the Investment Loan, the Borrower pledges a securities account which it maintains with an investment firm or a bank established in The Netherlands. Under the related securities account agreement, the Borrower pays (upfront and/or on a regular basis) a sum which is invested in a variety of investment funds offered by the investment firm or bank. Upon maturity the investment proceeds are applied towards repayment of the Investment Loan. If the proceeds are insufficient, the relevant Borrower is obliged to make up any shortfall. An Investment Loan has an investment part, but is not connected to a Mixed Insurance Policy, except that with respect to certain Investment Loans, the Borrower has the possibility to open a savings account which is connected to his securities account. The savings account is maintained in the name of the Borrower with the Bank. Subject to the terms and conditions of the relevant Investment Loan, at the option of the Borrower, (part of) the sum which is to be paid by the Borrower (upfront and/or on a regular basis) is deposited in such savings account (rather than being invested). The Borrower will be allowed to switch from investments to savings and *vice versa* in accordance with the terms and conditions of the relevant Investment Loan. To secure such Investment Loan, the Borrower pledges the savings account;
6. A life loan or life insurance loan (a "**Life Loan**") is, like an Interest-Only Loan, a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. To secure the Life Loan, the Borrower pledges the rights under a life insurance policy to the relevant Originator, which is a combined risk and capital insurance policy, if and to the extent that the amount of the relevant Life Loan exceeds 100 per cent. of the foreclosure value

(*executiewaarde*) of the relevant Property. Under the life insurance policy the Borrower pays premium consisting of (apart from a cost element) a risk and a capital/investment element. The Borrower has the choice between (i) the Traditional Alternative and (ii) the Unit-Linked Alternative. "**Traditional Alternative**" means the alternative under which the amount to be received upon pay out of the life insurance policy depends on the performance of certain (bond) investments chosen by the relevant insurance company with a guaranteed minimum yield. "**Unit-Linked Alternative**" means the alternative under which the amount to be received upon pay out of the life insurance policy depends on the performance of certain investment funds chosen by the Borrower out of a selection of funds selected by the relevant Originator. The insurance proceeds of the life insurance policy are due by the insurer at the earlier of the maturity of the life insurance policy (which is generally thirty years) and the death of the Borrower, and are applied towards repayment of the Life Loan. If the proceeds are insufficient, the relevant Borrower is obliged to make up any shortfall. A Life Loan is connected to a Mixed Insurance Policy;

7. A savings loan (a "**Savings Loan**") is, like an Interest-Only Loan, a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. To secure the Savings Loan, the Borrower pledges the rights under a savings insurance policy to the relevant Originator, which is a combined risk and capital insurance policy. Under the savings insurance policy the Borrower pays premium consisting of (apart from a cost element) a risk and a savings element. The savings element is calculated in such a manner that, on an annuity basis, the proceeds of the savings insurance policy due by the insurer are equal to the principal amount due by the Borrower at maturity of the Savings Loan. The insurance proceeds of the savings insurance policy are due at the earlier of the maturity of the savings insurance policy (which is generally thirty years) and the death of the Borrower, and are applied towards repayment of the Savings Loan. If the proceeds are insufficient, the relevant Borrower is obliged to make up any shortfall. A Savings Loan is connected to a Mixed Insurance Policy, but does not have an investment part;
8. A hybrid loan, an asset growth loan or a life growth loan or any other loan with substantially the same or comparable characteristics (a "**Hybrid Loan**") is, like an Interest-Only Loan, a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. A Hybrid Loan is a combination of a Life Loan and a Savings Loan. To secure the Hybrid Loan, the Borrower pledges the rights under an insurance policy to the relevant Originator, which is a combined risk and capital insurance policy. Under the insurance policy the Borrower pays premium consisting of (apart from a cost element) a risk element and an investment part and, if applicable, a savings part. Due to the hybrid nature of the insurance policy, the Borrower has the right (subject to various conditions) (i) to choose to invest the life insurance premiums (a) in investment funds, as in the life insurance policy of the Unit-Linked Alternative as described above, or (b) in a savings part, as in the savings insurance policy as described under Savings Loan above, and (ii) to switch between the Unit-Linked Alternative and the savings insurance alternative of the insurance policy, in whole or in part. The insurance proceeds of the insurance policy are due at the earlier of the maturity of the insurance policy (which is generally thirty years) and the death of the Borrower, and are applied towards repayment of the Hybrid Loan. If the proceeds are insufficient, the relevant Borrower is obliged to make up any shortfall. A Hybrid Loan is connected to a Mixed Insurance Policy and has an investment part; and/or
9. A bank savings loan (a "**Bank Savings Loan**") is, like an Interest-Only Loan, a loan on which only interest is due until maturity. The full principal amount is repayable in one instalment at maturity. To secure the Bank Savings Loan, the Borrower pledges the rights in respect of a savings account (a "**Bank Savings Account**") to the relevant Originator, which is held in the name of the Borrower with the Bank and which is connected to the Bank Savings Loan. The Bank Savings Account is a blocked account and the amounts standing to the credit thereto shall in principle only be released at maturity of the Bank Savings Loan (which is generally thirty years), the death of the Borrower or, subject to the applicable general conditions, in certain other limited circumstances (e.g. a sale of the Property) and shall, subject to the applicable general conditions, in principle only be applied to repay the related Bank Savings Loan. The Borrower has the choice between (i) Alternative I and (ii) Alternative II. Under Alternative I the Borrower during the life of the Bank Savings Loan

makes a monthly fixed payment into the Bank Savings Account, which will only be adjusted upon a prepayment being made in respect of the Bank Savings Loan. The monthly fixed payment is calculated in such a manner that, on an annuity basis, the aggregate amount (consisting of such monthly fixed payments and accrued interest thereon) credited to the Bank Savings Account at maturity of the Bank Savings Loan is equal to the principal amount due by the Borrower at maturity of the Bank Savings Loan. The interest rate payable by the Bank in respect of amounts standing to the credit of the Bank Savings Account is not linked to the interest rate payable by the Borrower under the Bank Savings Loan. In respect of Alternative I, in the event that the Bank Savings Account is terminated within ten (10) years from the date on which the Bank Savings Account became effective, the Borrower is obliged to repay the Bank Savings Loan in full. Under Alternative II, the Borrower during the life of the Bank Savings Loan makes a monthly fixed payment into the Bank Savings Account whereby the interest rate payable by the Bank in respect of amounts standing to the credit of the Bank Savings Account is linked to the interest rate payable by the Borrower under the Bank Savings Loan. The monthly fixed payment will be adjusted each time that either a prepayment is made in respect of the Bank Savings Loan, an amendment is made to the maturity date of the Bank Savings Loan, the Borrower makes an additional payment into the Bank Savings Account or the interest rate payable by the Borrower under the Bank Savings Loan is reset (i.e. at the end of each fixed-interest period), to ensure that (similar to Alternative I) the aggregate amount credited to the Bank Savings Account (consisting of such payments and accrued interest thereon and calculated in such manner on an annuity basis) at maturity of the Bank Savings Loan is equal to the principal amount due by the Borrower at maturity of the Bank Savings Loan. If at maturity of the Bank Savings Loan, the amount standing to the credit of the related Bank Savings Account is insufficient to repay the Bank Savings Loan in full, the Borrower is obliged to make up the shortfall. A Bank Savings Loan has a savings part but not an investment part and is not connected to a Mixed Insurance Policy,

provided in each case that if and to the extent that the amount of the Loan exceeds 100 per cent. of the foreclosure value (*executiewaarde*) of the relevant property, the Borrower is advised (but not obliged) to enter into a risk life insurance policy under which the Borrower pays premium consisting of (apart from a cost element) a risk element only, and to pledge such risk life insurance policy to the relevant Originator as security for the Loan.

Interest types

The Initial Originator offers a number of different types of interest which are up to the date of this Securities Note as summarised below.

Floating rate interest (Variabele rente)

The floating interest rate is fixed for a period of one, three, six or twelve months. The interest rate can be changed on the first day of a subsequent period of one, three, six or twelve months in line with the prevailing interest rate on the last banking day previous to such subsequent period.

Fixed rate interest (Vaste rente)

The Borrower pays the same interest rate throughout the fixed-interest period. The fixed-interest periods are available in terms of one year to twenty years. Subject to certain conditions it is possible to change the term (of the fixed-interest period) by means of either interest rate averaging or by paying up front the cash value of the interest difference.

The Borrower may opt for an interest consideration period (*rentebedenktijd*), in which case the Borrower can during the last year or -as the case may be- during the last two years of a fixed interest period choose a new fixed interest period.

Combination of interest periods (Renteknip)

A Borrower may divide its Loan into two or more parts. Different interest periods may be applicable to the various parts of the Loan. The intention is to avoid a sudden interest rate increase that would otherwise apply to the entire amount of the Loan.

For the purpose hereof:

"Adverse Claim" means any encumbrance, attachment or other right or claim in, over or on any person's assets or properties in favour of any other person.

"Article 129 CRR" means article 129 (*Exposures in the form of covered bonds*) of the CRR (as such article may be amended, replaced and/or supplemented from time to time).

"Bank Savings Receivable" means a Transferred Receivable resulting from a Bank Savings Loan.

"Borrower" means, in relation to an Eligible Receivable, the individual or individuals specified 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.

"CRR" means Regulation (EU) no. 575/2013 on prudential requirements for credit institutions and investment firms (as amended from time to time).

"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 Liabilities"**) of such entity have been acquired by such Originator on a general legal basis (*algemene titel*) as referred to in article 2:334(a)(3) of the Dutch Civil Code.

"Eligible Collateral" means euro denominated cash and/or Substitution Assets.

"Eligible Receivable" means a Receivable which complies with the following criteria, which are all subject to amendment from time to time, provided that Rating Agency Confirmation is obtained in respect of such amendment (as amended from time to time, the **"Eligibility Criteria"**) as at the relevant Transfer Date:

(A) General

1. It is existing, is denominated in euro and is owed by Borrowers established or resident in The Netherlands who are not employed by any Originator or, if the Borrower is so employed by any Originator or any of its respective subsidiaries (*dochtermaatschappijen*) or participations (*deelnemingen*), the terms and conditions of such Receivable are on arm's length terms, except for the interest rate.
2. It is governed by Dutch law and the terms and conditions of such Receivable do not provide for the jurisdiction of any court or arbitration tribunal outside The Netherlands.
3. It is secured by Property located in The Netherlands which is not the subject of any residential letting and which is occupied by the relevant Borrower since origination (or shortly thereafter) and used mainly for residential purposes.
4. Unless it results from a Revolving Credit Loan, the Loan from which it results is has been fully disbursed.
5. Its nominal amount remains a debt, which has not been paid or discharged by set-off or otherwise, and includes all loan parts (*leningdelen*) granted to the relevant Borrower under the relevant Loan Agreement.
6. The Loan from which it results was in all material respects granted in accordance with all applicable laws, legal requirements and the "code of conduct on mortgage loans" (*Gedragscode*

Hypothecaire Financieringen, the "**Code of Conduct**") prevailing at the time of origination and met in all material respects the relevant Originator's Lending Criteria which, where applicable, are generally based on the NHG requirements and prior to 1995 on the Municipality Guarantee requirements as applicable at that time and all required consents, approvals and authorisations have been obtained in respect of such Loan.

7. The relevant Originator has in all material respects performed all its obligations which have fallen due under or in connection with the relevant Loan Agreements connected to it and no Borrower has threatened in writing or, so far as the relevant Originator is aware, commenced any legal action which has not been resolved against the relevant Originator for any failure on the part of the relevant Originator to perform any such obligation.
8. It can be easily segregated and identified for ownership and Related Security purposes on any day.
9. It is not a Receivable in respect of which the SB2 CBC has notified the relevant Originator that the SB2 CBC has determined that such Receivable or class of Receivables is not reasonably acceptable to the SB2 CBC under the Programme and it is not due from a Borrower in respect of which the SB2 CBC has notified the relevant Originator that Receivables from such Borrower are not Eligible Receivables.
10. The loan files relating to it contain the relevant Borrower Files (as defined in the Incorporated Terms Memorandum), which include authentic copies of the notarial mortgage deeds.
11. The maximum outstanding principal amount of the Loan from which it results, or the aggregate maximum outstanding amount of all Receivables secured by the same Related Security together, does not exceed €1,000,000.
12. The outstanding principal amount of the Loan from which it results does not exceed:
 - (i) if it does not have the full benefit of an NHG Guarantee or a Municipality Guarantee, 110% of the Market Value of the related Property at the Transfer Date; or
 - (ii) if it does have the full benefit of an NHG Guarantee or a Municipality Guarantee, the maximum amount as may be set under the NHG requirements or Municipality Guarantee requirements, as the case may be, at the time of origination.

(B) *Borrowers*

13. It constitutes a legal, valid and enforceable obligation of the related Borrower and is enforceable against such Borrower in accordance with the terms of the relevant Loan Agreement without any right of rescission, withholding, suspension, counterclaim or other defence other than those provided for under mandatory rules of applicable law and subject to any limitations arising from bankruptcy, insolvency or any other laws of general application relating to or affecting the rights of creditors generally.
14. So far as the relevant Originator is aware:
 - (i) the related Borrower has not asserted and no circumstances exist as a result of which such Borrower would be entitled to assert any counterclaim, right of rescission or set-off, or any defence to payment of any amount due or to become due or to performance of any other obligation due under the related Loan Agreement;
 - (ii) the related Borrower is not in material breach, default or violation of any obligation under such Loan Agreement;
 - (iii) the related Borrower is not subject to bankruptcy or any other insolvency procedure within the meaning of any applicable insolvency law;

- (iv) no proceedings have been taken in respect of it by the relevant Originator against the related Borrower; and
- (v) no litigation, dispute or complaint is subsisting, threatened or pending which affects or might affect it or the related Borrower which may have an adverse effect on the ability of such Borrower to perform its related obligations.

(C) *Payments*

- 15. Payments of interest are scheduled to be made monthly.
- 16. It is not in arrears in relation to any payments and at least one payment in respect of such Receivable has been made.

(D) *Unencumbered Transfer*

- 17. The relevant Originator has full right and title to it and has power to transfer or encumber (*is beschikkingsbevoegd*) it and such Receivable is not subject to any agreement to transfer or encumber it, whether or not in advance, in whole or in part, in any way whatsoever.
- 18. It is owed to the relevant Originator and is free and clear of any Adverse Claims.
- 19. It can be transferred by way of assignment (*cessie*) and is not subject to any contractual or legal restriction of transfer by way of assignment.
- 20. Its transfer will not violate any law or any agreement by which the relevant Originator may be bound and upon such transfer it will not be available to the creditors of the relevant Originator on such Originator's liquidation.

(E) *Security and previous transfers*

- 21. It is secured by mortgage rights and rights of pledge governed by Dutch law which:
 - (i) constitute valid mortgage rights (*hypotheekrechten*) and rights of pledge (*pandrechten*) respectively on the assets which are purported to be the subject of such mortgage rights and rights of pledge and, to the extent relating to mortgage rights, have been entered into the appropriate public register (Dutch land registry, *Dienst van het Kadaster en de Openbare Registers*);
 - (ii) have first priority (*eerste in rang*) or first and sequentially lower priority;
 - (iii) were vested for a principal amount outstanding which is at least equal to the principal amount of the related Loan when originated increased with interest, penalties, costs and/or insurance premiums together up to an amount equal to (at least) 140 per cent. of the principal amount of the related Loan when originated; and
 - (iv) were created pursuant to a mortgage or pledge deed which does not contain any specific wording regarding the transfer of such right of mortgage or pledge securing it, unless an express confirmation to the effect that upon a transfer of the relevant Receivable, the Receivable will following the transfer continue to be secured by the right of mortgage or pledge.
- 22. The consent, licence, approval or authorisation of any person (other than the related Borrower) which was necessary to permit the creation of its Related Security were obtained including the consent of the spouse of such Borrower pursuant to Article 1:88 of the Dutch Civil Code.
- 23. It:

- (i) was originated by the relevant Originator (which includes origination by an originator (i) which has Merged into the relevant Originator or (ii) whose Relevant Assets and Liabilities have been acquired by the relevant Originator pursuant to a Demerger) and it has not (nor has any such Merged Originator or Demerged Originator (as the case may be)) transferred any receivable (including but not limited to any Residual Claim) secured by the Related Security to any party other than (a) the SB2 CBC (or in the case of a Merged Originator or Demerged Originator (as the case may be), other than the relevant Originator) and/or (b) an insurer pursuant to a Master Transfer Agreement in relation to an MTA Receivable; or
- (ii) is secured by Related Security which does not include All-monies Security and any and all present and future receivables which are secured by the Fixed Security forming part of the Related Security, together with any and all contractual relationships (*rechtsverhoudingen*) from which receivables have arisen or may arise which are or will be secured by such Fixed Security, have, together with all Related Security, been transferred to (i) such Originator or (ii) an insurer pursuant to a Master Transfer Agreement in relation to an MTA Receivable.

(F) *Valuation*

- 24. The related Borrower was obliged to obtain a building insurance (*opstalverzekering*) for the full reinstatement value (*herbouwwaarde*) of the Property at the time the related Loan was advanced.
- 25. Each Property concerned was valued in accordance with the then prevailing valuation procedures as applied by the relevant Originator.

(G) *Long lease*

- 26. If it is secured by a right of mortgage on a long lease (*erfpacht*), the terms of the relevant Loan Agreement provide that the principal amount outstanding of the related Loan, including interest, will become immediately due and payable if (a) (i) the long lease terminates as a result of a breach by the leaseholder, (ii) the leaseholder materially breaches or ceases to perform its payment obligations under the long lease (*canon*) or (iii) the leaseholder in any other manner breaches the conditions of the long lease; and (b), if applicable, the associated right of the lender under the Loan Agreement to accelerate the Loan on that basis is exercised.

(H) *No bridge Loans or Residential Subsidy Rights*

- 27. It does not arise from bridging mortgage loans (*overbruggingshypotheken*).
- 28. It is not related to a Loan in connection with which Residential Subsidy Rights were purportedly transferred to the relevant Originator.

(I) *Specific products*

- 29. It is related to an Interest-Only Loan, an Annuity Loan, a Linear Loan, an Investment Loan, a Life Loan, a Savings Loan, a Hybrid Loan, a Revolving Credit Loan or any combination of the foregoing.
- 30. If it has an NHG Guarantee connected to it, (i) the NHG Guarantee is granted for its full amount outstanding at origination, and constitutes legal, valid and binding obligations of Stichting Waarborgfonds Eigen Woningen, enforceable in accordance with such NHG Guarantee's terms, (ii) all terms and conditions (*Voorwaarden en Normen*) applicable to the "**Nationale Hypotheek Garantie**" at the time of origination of the related Loans were complied with and (iii) the relevant Originator is not aware of any reason why any claim under any NHG Guarantee in respect of it should not be met in full and in a customary manner.

31. If it has a Municipality Guarantee connected to it, (i) the Municipality Guarantee is granted for its full amount outstanding at origination and constitutes legal, valid and binding obligations of the relevant municipality (*gemeente*), enforceable in accordance with such Municipality Guarantee's terms, (ii) all conditions (*voorwaarden*) set forth in any laws, rules or regulations applicable to the Municipality Guarantee have been fulfilled and (iii) the relevant Originator is not aware of any reason why any claim under any Municipality Guarantee in respect of it should not be met in full and in a customary manner.
32. If it relates to a Life Loan, a Savings Loan or a Hybrid Loan, then it has the benefit of the applicable Mixed Insurance Policy and: (i) the relevant Originator (or an originator (i) which has Merged into the relevant Originator or (ii) whose Relevant Assets and Liabilities have been acquired by the relevant Originator pursuant to a Demerger) has either been validly appointed as beneficiary (*begunstigde*) under such Mixed Insurance Policy upon the terms of the relevant Loan Agreement and Mixed Insurance Policy (the resulting rights being the "**Beneficiary Rights**") or, if another person has been appointed as beneficiary, under an irrevocable payment instruction from such person to the relevant insurer, (ii) all receivables under such Mixed Insurance Policy have been validly pledged by the relevant Borrower to the relevant Originator (or an originator (i) which has Merged into the relevant Originator or (ii) whose Relevant Assets and Liabilities have been acquired by the relevant Originator pursuant to a Demerger), which pledge has been notified to the relevant insurer and (iii) none of the underlying policy, beneficiary clause, payment instruction or deed of pledge, as applicable, contains any provision restricting or prohibiting (a) said pledge to the relevant Originator, (b) a transfer of the Beneficiary Rights by the relevant Originator to the SB2 CBC, (c) an appointment by the relevant Originator of the SB2 CBC as new beneficiary under such Mixed Insurance Policy or (d) a waiver of the Beneficiary Rights by the relevant Originator.
33. The general conditions applicable to it and/or the relevant mortgage deed provide that its principal sum, increased with interest, reimbursements, costs and amounts paid by the relevant Originator on behalf of the related Borrowers and any other amounts due by such Borrowers to such Originator will become due and payable, amongst other things, if (a) a Mixed Insurance Policy attached to it is invalid and/or payment of premium under the Mixed Insurance Policy is suspended (*premievrij*); and (b), if applicable, the associated right of the lender under the Loan Agreement to accelerate the Loan on that basis is exercised.
34. If it is related to an Interest-Only Loan, an Annuity Loan, a Linear Loan, a Revolving Credit Loan or a Bank Savings Loan, it does not relate to any investment product or Mixed Insurance Policy.
35. If it is related to an Investment Loan:
 - (a) the relevant securities account maintained in the name of the relevant Borrower has been validly pledged to the relevant Originator (or an originator (i) which has Merged into the relevant Originator or (ii) whose Relevant Assets and Liabilities have been acquired by the relevant Originator pursuant to a Demerger) and is maintained with:
 - (i) an investment firm (*beleggingsonderneming*) in the meaning ascribed thereto in the Wft, which is by law obliged to administer (i) the securities through a bank (see the next paragraph) or a separate depositary vehicle (*bewaarinstelling*) or (ii) only securities the transfer of which is subject to the Wge (acting as intermediary (*intermediair*)); or
 - (ii) a bank which is by law obliged to administer (i) the securities through a separate depositary vehicle or (ii) only securities the transfer of which is subject to the Wge; and
 - (b) any relevant savings account connected to the relevant securities account is maintained in the name of the relevant Borrower and has been validly pledged to the relevant Originator (or an originator (i) which has Merged into the relevant Originator or (ii) whose Relevant

Assets and Liabilities have been acquired by the relevant Originator pursuant to a Demerger) and is maintained with the Bank.

36. If it is related to a Life Loan (i) the relevant Mixed Insurance Policy and the relevant Life Loan (other than a Life Loan in respect of which the related Mixed Insurance Policy is entered into by the Borrower with a Relevant Insurer) are in the relevant insurer's and Originator's promotional materials not offered as one product, and (ii) (a) if it falls under category 3 of the Deduction Risk description, the relevant Borrowers are not obliged to enter into a Mixed Insurance Policy with an insurer which is a group company of the relevant Originator and are free to choose the relevant insurer (subject to prior approval of the relevant Originator) or (b) if it falls under category 4 of the Deduction Risk description, the guaranteed yield of the capital/investment under the Mixed Insurance Policy is not linked to the interest base applicable to the relevant Loan.
37. If it is related to an Investment Loan and the related investment product is offered by the relevant Originator itself (and not by a third party investment firm or bank), such investment product has been offered in accordance with all applicable laws and legal requirements prevailing at the time of origination, including those on the information that is to be provided to prospective investors.
38. If it is related to a Bank Savings Loan (A) the relevant Bank Savings Account maintained in the name of the relevant Borrower has been validly pledged to the relevant Originator (or an originator (i) which has Merged into the relevant Originator or (ii) whose Relevant Assets and Liabilities have been acquired by the relevant Originator pursuant to a Demerger), (B) at maturity of the Bank Savings Loan the amounts standing to the credit of the related Bank Savings Account can be applied to repay such Bank Savings Loan and (C) the general conditions applicable to it provide that its principal sum, increased with interest, reimbursements, costs and amounts paid by the relevant Originator on behalf of the related Borrower and any other amounts due by such to such Originator will become due and payable, amongst other things, if (a) such Borrower does not timely make the relevant monthly payments into the related Bank Savings Account; and (b), if applicable, the associated right of the lender under the Loan Agreement to accelerate the Loan on that basis is exercised.

"Lending Criteria" means such criteria applicable to the granting of a Loan to a Borrower as the relevant Originator may from time to time apply and which would be acceptable to a Reasonable Prudent Lender.

"Loan" means any loan (including the Initial Advance and any Further Advance) or loan part (*leningdeel*) granted by the relevant Originator to a Borrower pursuant to the terms of a Loan Agreement.

"Loan Agreement" means a mortgage loan agreement between an Originator and a Borrower secured by a right of mortgage (*recht van hypotheek*), including the corresponding notarial deed, pledge deed and set of general terms and conditions in such form as each Originator may from time to time introduce as would be acceptable to a Reasonable Prudent Lender.

"Merged" means, in respect of a legal entity (a **"Merged Originator"**), that as a result of a legal 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 entity being the disappearing entity.

"Mixed Insurance Policy" means any insurance policy under which premium is paid consisting of a risk element and a capital element consisting of a savings part and/or an investment part, as the case may be.

"Mortgage" means a right of mortgage (*recht van hypotheek*) over a Property securing the related Receivable.

"Municipality Guarantee" means guarantees (*borgtochten*) issued by municipalities (*gemeenten*) in The Netherlands.

"**NHG**" or "**NHG Guarantee**" means guarantees (*borgtochten*) issued by Stichting Waarborgfonds Eigen Woningen under the terms and conditions of the National Mortgage Guarantee (*Nationale Hypotheek Garantie*), as from time to time amended.

"**Participation Receivable**" means a Savings Receivable or Bank Savings Receivable, as the case may be, to which a Participation applies.

"**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.

"**Rating Agency Confirmation**" means, with respect to a matter which requires Rating Agency Confirmation under the Transaction Documents and which has been notified to each Rating Agency with a request to provide a confirmation, receipt by the Trustee, in form and substance satisfactory to the Trustee, of:

- (a) a confirmation from each Rating Agency that its then current ratings of the Covered Bonds will not be adversely affected by or withdrawn as a result of the relevant matter (a "**confirmation**");
- (b) if no confirmation is forthcoming from any Rating Agency, a written indication, by whatever means of communication, from such Rating Agency that it does not have any (or any further) comments in respect of the relevant matter (an "**indication**"); or
- (c) if no confirmation and no indication is forthcoming from any Rating Agency and such Rating Agency has not communicated that the then current ratings of the Covered Bonds will be adversely affected by or withdrawn as a result of the relevant matter or that it has comments in respect of the relevant matter:
 - (i) a written communication, by whatever means, from such Rating Agency that it has completed its review of the relevant matter and that in the circumstances (x) it does not consider a confirmation required or (y) it is not in line with its policies to provide a confirmation; or
 - (ii) if such Rating Agency has not communicated that it requires more time or information to analyse the relevant matter, evidence that 30 days have passed since such Rating Agency was notified of the relevant matter and that reasonable efforts were made to obtain a confirmation or an indication from such Rating Agency.

"**Reasonable Prudent Lender**" 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 creditor in protection of its own interests.

"**Receivable**" means a registered claim (*vordering op naam*) *vis-à-vis* a Borrower for repayment of a Loan and includes any Related Security.

"**Related Security**" 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 and penalties, any NHG Advance Right and, to the extent transferable, Beneficiary Rights and interest reset rights.

"**Relevant Insurer**" means any of Nationale Nederlanden Levensverzekering Maatschappij N.V., Algemene Levensherv verzekering 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 Levensverzekering Maatschappij N.V. and Zwolsche Algemeene Hypotheken N.V.).

"Residential Subsidy Right" means the right to receive annual contributions with respect to residential Properties on the basis of the Resolution Monetary Support Own Residences (*Beschikking geldelijke steun eigen woningen*) of the Ministry of Housing, Spatial Planning and the Environment (currently known as the Ministry of Infrastructure and the Environment (*Ministerie van Infrastructuur en Milieu*) ("**VROM**") dated 1984 or the Resolution Residence Related Subsidies (*Besluit woninggebonden subsidies*) of VROM dated 1992 and 1995.

"Standardised Approach" means Chapter 2 (*Standardised Approach*) of Title II of Part Three of the CRR (as such chapter may be amended, replaced and/or supplemented from time to time).

"Substitution Assets" means the classes of assets from time to time eligible under Article 129 CRR paragraph 1(a), (b), (c) or credit quality step 2 exposures permitted by DNB under Article 129 CRR and the CB Legislation to collateralise covered bonds, subject to certain limitations, and provided that the aggregate value of the Substitution Assets, at any time, shall not exceed in aggregate an amount equal to 20 per cent. or such other percentage as required under the CB Legislation of the Aggregate Principal Amount Outstanding of all Covered Bonds outstanding.

3.4 OVERVIEW OF THE DUTCH RESIDENTIAL MORTGAGE MARKET

This paragraph 3.4 is substantially derived from the Dutch Residential Mortgage Market Overview over the period until December 2020, which overview is publicly available at the website of the Dutch Securitisation Association.⁴ The Issuer confirms that this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by the Dutch Securitisation Association, no facts have been omitted which would render the information in this paragraph 3.4 inaccurate or misleading.

Dutch residential mortgage market

The Dutch residential mortgage debt stock is relatively sizeable, especially when compared to other European countries. Since the 1990s, the mortgage debt stock of Dutch households has grown considerably, mainly on the back of mortgage lending on the basis of two incomes in a household, the introduction of tax-efficient product structures such as mortgage loans with deferred principal repayment vehicles and interest-only mortgage loans, financial deregulation and increased competition among originators. Moreover, Loan-to-Value (LTV) ratios have been relatively high, as the Dutch tax system implicitly discouraged amortisation, due to the tax deductibility of mortgage interest payments. After a brief decline between 2012 and 2015, mortgage debt reached a new peak of EUR 740 billion in Q2 2020. This represents a rise of EUR 9.1 billion compared to Q2 2019.

Tax system

The Dutch tax system plays an important role in the Dutch mortgage market, as it allows for almost full deductibility of mortgage interest payments from taxable income. This tax system has been around for a very long time, but financial innovation has resulted in a greater leverage of this tax benefit. From the 1990s onwards until 2001, this tax deductibility was unconditional. In 2001 and 2004, several conditions have been introduced to limit the usage of tax deductibility, including a restriction of tax deductibility to (mortgage interest payments for) the borrower's primary residence and a limited duration of the deductibility of 30 years.

A further reform of the tax system was enforced on 1 January 2013. Since this date, all new mortgage loans have to be repaid in full in 30 years, at least on an annuity basis, in order to be eligible for tax relief (linear mortgage loans are also eligible). The tax benefits on mortgage loans, of which the underlying property was bought before 1 January 2013, have remained unchanged and are grandfathered, even in case of refinancing and relocation. As such, new mortgage originations still include older loan products, including interest-only. However, any additional loan on top of the borrower's grandfathered product structure, has to meet the mandatory full redemption standards to allow for tax deductibility.

Another reform imposed in 2013 to reduce the tax deductibility is to lower the maximum deduction percentage. This used to be equal to the highest marginal tax bracket (52%), but since 2013 the maximum deduction is lowered by 0.5% per annum (2020: 46%). In the coming years, the new government coalition will reduce the maximum deduction percentage by 3.0% per annum. In 2023, the maximum deduction percentage will be 37.05%, which will then be equal to the second highest marginal income tax rate.

There are several housing-related taxes which are linked to the fiscal appraisal value ("**WOZ**") of the house, both imposed on national and local level. Moreover, a transfer tax (stamp duty) of 2% is applied when a house changes hands. From 2021, house buyers younger than 35 years will no longer pay any transfer tax (from 1 April, this exemption will only apply to houses sold for 400,000 euros or less). The cut in stamp-duty can only be applied once and the policy is initially in place for a period of 5 years. A transfer tax of 8% has to be paid for residential properties which are not owner-occupied. Although these taxes partially

⁴ See: <https://www.dutchsecuritisation.nl/sites/default/files/documents/Dutch%20residential%20mortgage%20market%20-%202020%28Q3%20-%2028December%29%202020%29.pdf>.

unwind the benefits of tax deductibility of interest payments, and several restrictions to this tax deductibility have been applied, tax relief on mortgage loans is still substantial.

Loan products

The Dutch residential mortgage market is characterised by a wide range of mortgage loan products. In general, three types of mortgage loans can be distinguished.

Firstly, the "classical" Dutch mortgage product is an annuity loan. Annuity mortgage loans used to be the norm until the beginning of the 1990s, but they have returned as the most popular mortgage product in recent years. Reason for this return of annuity mortgage loans is the tax system. Since 2013, tax deductibility of interest payments on new loans is conditional on full amortisation of the loan within 30 years, for which only (full) annuity and linear mortgage loans qualify.

Secondly, there is a relatively big presence of interest-only mortgage loans in the Dutch market. Full interest-only mortgage loans were popular in the late nineties and in the early years of this century. Mortgage loans including an interest-only loan part were the norm until 2013, and even today, grandfathering of older tax benefits still results in a considerable amount of interest-only loan origination.

Thirdly, there is still a big stock of mortgage products including deferred principal repayment vehicles. In such products, capital is accumulated over time (in a tax-friendly manner) in a linked account in order to take care of a bullet principal repayment at maturity of the loan. The principal repayment vehicle is either an insurance product or a bank savings account. The latter structure has been allowed from 2008 and was very popular until 2013. Mortgage loan products with insurance-linked principal repayment vehicles used to be the norm prior to 2008 and there is a wide range of products present in this segment of the market. Most structures combine a life-insurance product with capital accumulation and can be relatively complex. In general, however, the capital accumulation either occurs through a savings-like product (with guaranteed returns), or an investment-based product (with non-guaranteed returns).

A typical Dutch mortgage loan consists of multiple loan parts, e.g. a bank savings loan part that is combined with an interest-only loan part. Newer mortgage loans, in particular those for first-time buyers after 2013, are full annuity and often consists of only one loan part. Nonetheless, tax grandfathering of older mortgage loan product structures still results in the origination of mortgage loans including multiple loan parts.

Most interest rates on Dutch mortgage loans are not fixed for the full duration of the loan, but they are typically fixed for a period between 5 and 15 years. Rate term fixings differ by vintage, however. More recently, there has been a bias to longer term fixings (10-20 years). Most borrowers remain subject to interest rate risk, but compared to countries in which floating rates are the norm, Dutch mortgage borrowers are relatively well-insulated against interest rate fluctuations.

Underwriting criteria

Most of the Dutch underwriting standards follow from special underwriting legislation ("*Tijdelijke regeling hypothecair krediet*"). This law has been present since 2013 and strictly regulates maximum LTV and Loan-to-Income (LTI) ratios. The current maximum LTV is 100% (including all costs such as stamp duties). The new government coalition has indicated not to lower the maximum LTV further. LTI limits are set according to a fixed table including references to gross income of the borrower and mortgage interest rates. This table is updated annually by the consumer budget advisory organisation "NIBUD" and ensures that income after (gross) mortgage servicing costs is still sufficient to cover normal costs of living.

Prior to the underwriting legislation, the underwriting criteria followed from the Code of Conduct for Mortgage Lending, which is the industry standard. This code, which limits the risk of over crediting, has been tightened several times in the past decade. The 2007 version of the code included a major overhaul and resulted

in tighter lending standards, but deviation in this version was still possible under the "explain" clause⁵. In 2011, another revised and stricter version of the Code of Conduct was introduced. Moreover, adherence to the "comply" option was increasingly mandated by the Financial Markets Authority (AFM). Although the Code of Conduct is currently largely overruled by the underwriting legislation, it is still in force. The major restriction it currently regulates, in addition to the criteria in the underwriting legislation, is the cap of interest-only loan parts to 50% of the market value of the residence. This cap was introduced in 2011 and is in principle applicable to all new mortgage contracts. A mortgage lender may however diverge from the cap limitation if certain conditions have been met.

Recent developments in the Dutch housing market

The Dutch housing market has shown clear signs of recovery since the second half of 2013. Important factors are among others the economic recovery, high consumer confidence and low mortgage rates. Due to Corona pandemic the consumer confidence has deteriorated significantly over the last months.

Existing house prices (PBK-index) in Q3 2020 rose by 2.3% compared to Q2 2020. Compared to Q3 2019 this increase was 8.6%. A new peak was reached this quarter. The average house average price level was 19.8% above the previous peak of 2008. In addition, the number of homes for sale has been falling for several years, bringing with it less choice for potential buyers. This was reflected in the fall in sales during the first half of 2019. We saw a rebound in the second half of 2019, which is still continuing.

The coronacrisis does not impact the Dutch Housing Market so far due to the Government Support. Also other factors like lower mortgage rates compared to 2019, the home equity held by subsequent homebuyers moving house, the persistent housing shortage and high rents go some way to explain why the housing market continues to surge ahead. In September 2020, the number of existing home sales even increased by 12.5% year-on-year, with a total of 20,601 transactions.

Forced sales

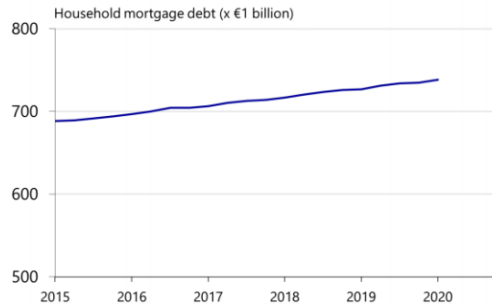
Compared to other jurisdictions, performance statistics of Dutch mortgage loans show relatively low arrears and loss rates⁶. The most important reason for default is relationship termination, although the increase in unemployment following the economic downturn in recent years is increasingly also a reason for payment problems. The ultimate attempt to loss recovery to a defaulted mortgage borrower is the forced sale of the underlying property.

For a long time, mortgage servicers opted to perform this forced sale by an auction process. The advantage of this auction process is the high speed of execution, but the drawback is a discount on the selling price. The Land Registry recorded 36 forced sales by auction in Q3 2020 (0.06% of total number of sales).

⁵ Under the "explain" clause it is in exceptional cases possible to deviate from the loan-to-income and loan-to-value rules set forth in the Code of Conduct.

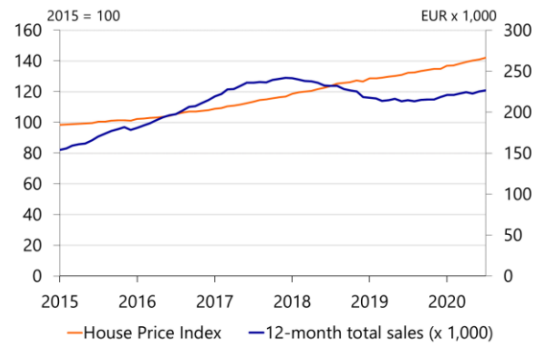
⁶ Comparison of S&P RMBS index delinquency data.

Chart 1: Total mortgage debt



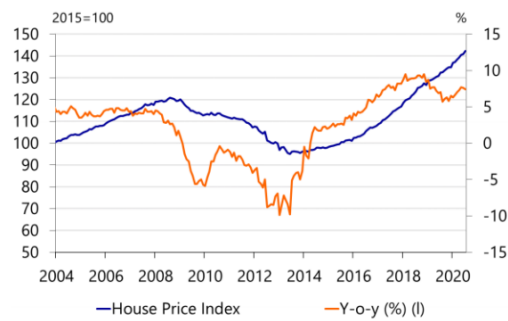
Source: Statistics Netherlands, Rabobank

Chart 2: Sales



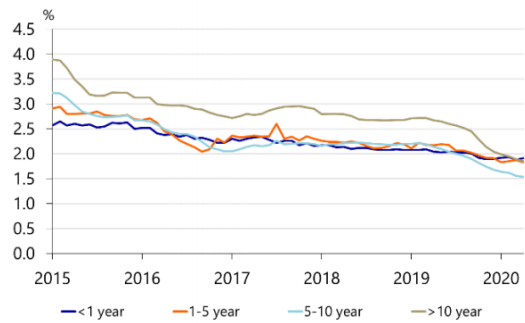
Source: Dutch Land Registry (Kadaster), Statistics Netherlands (CBS)

Chart 3: Price index development



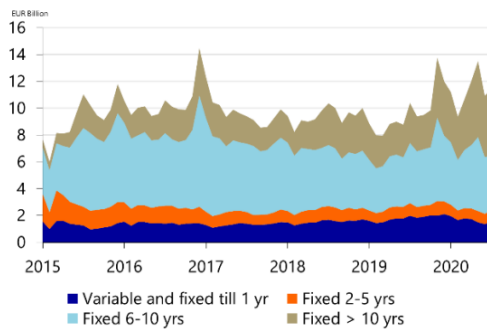
Source: Statistics Netherlands, Rabobank

Chart 4: Interest rate on new mortgage loans



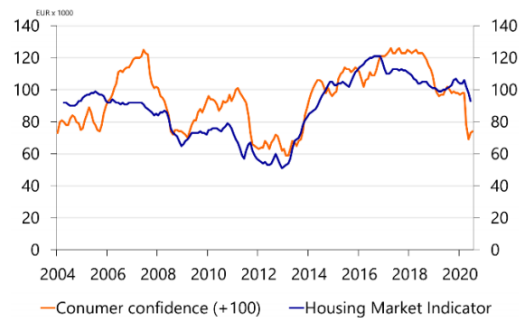
Source: Dutch Central Bank

Chart 5: New mortgages by interest type



Source: Dutch Central Bank

Chart 6: Confidence



Source: Statistics Netherlands (CBS), OTB TU Delft And VEH

3.5 MUNICIPALITY/NHG GUARANTEE PROGRAMME

Municipality Guarantee

In 1960, the Dutch government introduced the 'municipal government participation scheme', an open ended scheme in which the municipalities give, according to a set of defined criteria, municipality guarantees to banks who grant mortgage loans to certain lower income groups (the "**Municipality Guarantees**"). The municipalities and the Dutch State shared the risk on a 50/50 basis. If a municipality was unable to meet its obligations under the Municipality Guarantee, the Dutch State would make an interest free mortgage loan to cover its obligations. The aim was to promote house ownership among the lower income groups. The Municipality Guarantee covers the outstanding principal, accrued unpaid interest and disposal cost. To the extent that the mortgage loan is partially redeemed either through scheduled payments or prepayments, the Municipality Guarantee is reduced accordingly. Additional mortgage loans made under a mortgage loan agreement are not covered by the Municipality Guarantee to the extent that the outstanding amount of the mortgage loan is greater than the original amount less scheduled repayments.

NHG Guarantee

Since 1 January 1995 the WEW, a central, privatised entity, has been responsible for the administration and granting of the NHG Guarantee (*Nationale Hypotheek Garantie*), under a set of uniform rules which must be approved by the Minister of Finance. The NHG Guarantee covers the outstanding principal, accrued unpaid interest and disposal costs. Irrespective of scheduled repayments or prepayments made on a mortgage loan, the NHG Guarantee is reduced on a monthly basis by an amount which is equal to the principal repayment part of the monthly instalment as if such mortgage loan were to be repaid on a thirty year annuity basis. In respect of each mortgage loan, the NHG Guarantee decreases further to take account of scheduled repayments and prepayments under such mortgage loan. Also, amounts paid as savings or investment premium under savings insurance policies or life insurance policies, respectively, are deducted from the amount outstanding on such mortgage loan for purposes of the calculation of the amount guaranteed under the NHG Guarantee (See Section A.3 (*Guarantee Support*) under "*NHG Guarantees and Municipality Guarantee*" above).

Transition from Municipality to NHG Guarantee

The Dutch State has effectively transferred its reimbursement obligations with respect to amounts guaranteed by a Municipality to the WEW. All municipalities have transferred their obligations under guarantees issued pursuant to the previous State terms and conditions to the WEW.

The transfer of obligations by the Dutch State and the municipalities to the WEW is set forth, respectively, in a 'buy-off' agreement (*afkoopovereenkomst*) dated 8 December 1994 between the Dutch State and the WEW and in standard buy-off agreements entered into between each participating municipality and the WEW. The buy-off agreements basically provide for WEW to assume all payment obligations of the Dutch State and the municipalities under guarantees issued (but not enforced) prior to 1 January 1995 against payment by the Dutch State and the participating municipalities of an up-front lump sum (and, if necessary, additional payments) to the WEW.

Financing of the WEW

The WEW finances itself, *inter alia*, by an annually reviewed one-off charge to the borrower at origination of 0.70 per cent. (since 1 January 2020) of the principal amount of the mortgage loan at origination. Besides this, the NHG scheme provides for liquidity support to the WEW from the Dutch State and, for mortgage loans, benefiting from the NHG Guarantee, originated before 1 January 2011, the participating municipalities. If the WEW is not able to meet its obligations under guarantees issued in respect of mortgage loans originated before 1 January 2011, the Dutch State will provide subordinated interest-free loans to the WEW of up to 50 per cent. of the difference between the WEW's own funds and a pre-determined average loss level, while municipalities participating in the NHG scheme will provide subordinated interest free loans to the WEW in respect of the other 50 per cent. of the difference. If the WEW is not able to meet its obligations under guarantees issued relating to mortgage loans originated after 1 January 2011, the Dutch

State will provide subordinated interest free loans to the WEW for up to 100 per cent. of the difference between the WEW's own funds and the pre-determined average loss level. Both the 'keep well' agreement entered into between the Dutch State and the WEW and the 'keep well' agreements entered into between the municipalities and the WEW contain general undertakings of the Dutch State and the municipalities to enable the WEW at all times (including in the event of bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*) or liquidation (*ontbinding*) of the WEW) to meet its obligations under guarantees issued.

Terms and Conditions of the Municipality Guarantee

The Dutch State established the terms and conditions for the Municipality Guarantees. These terms and conditions have been amended from time to time over the years. As of October 1992, to qualify for a Municipality Guarantee under the relevant State terms and conditions, *inter alia*, the following conditions had to be met: (1) a municipality guarantee must be applied for the purchase of an asset; (2) the applicant for whose benefit the guarantee is given must be the owner-occupier; (3) the purchase price (as defined in the relevant terms and conditions) must not exceed Dutch Guilders 250,000 (which amounts to €113,445); (4) the relevant mortgage loan granted for the purchase of the property must have a minimum maturity of five years and a maximum maturity of 30 years; (5) repayments have to be on a monthly basis and can be 'annuity' or 'linear'; (6) the relevant mortgage loan must be secured by a first priority mortgage right securing only the mortgage loan on the mortgaged asset, in favour of the lender; (7) the guarantee covers the lender's claims under the mortgage loan as of the date of sale of the property by the lender enforcing the mortgage; (8) if the mortgage right is combined with a life insurance policy, the rights under the policy must be pledged to the lender; (9) the lender must ensure that the property is adequately insured (by the borrower) against fire damage during the term of the mortgage loan. In addition, once the guarantee has been issued, the lender has certain ongoing obligations under the Municipality Guarantee *vis-à-vis* the municipality; (i) without the consent of the municipality the lender shall not agree to a suspension of payment under the mortgage loan; (ii) the lender must inform the municipality on a yearly basis as to the amount outstanding under the mortgage loan; (iii) if and when the borrower is in default under the mortgage loan, the lender must inform the municipality accordingly; (iv) if the default of the borrower under the mortgage loan is continuing, the lender may not sell the property, except with the consent of the municipality; (v) the lender may not claim under the guarantee, unless the mortgage has been enforced and the property has been sold.

Terms and Conditions of the NHG Guarantees

Under the NHG scheme, the lender is responsible for ensuring that the guarantee application and the binding offer (*bindend aanbod*) meet the NHG terms and conditions. If the application meets these terms and conditions, various reports are produced that are used in the processing of the application, including the form that will eventually be signed by the relevant lender and forwarded to the NHG to register the mortgage and establish the guarantee. The WEW has, however, no obligation to pay any loss (in whole or in part) incurred by a lender after a private or a forced sale of the relevant mortgaged property if such lender has not complied with the terms and conditions of the NHG Guarantee which were applicable at the date of origination of the mortgage loan, unless such non-payment is unreasonable towards the lender.

The specific terms and conditions for the granting of NHG Guarantees, such as eligible income, purchasing or building costs etc., are set forth in published documents by the WEW.

The NHG has specific rules for the level of credit risk that will be accepted. The creditworthiness of the applicant must be verified with the BKR, a central credit agency used by all financial institutions in The Netherlands. All financial commitments over the past five years that prospective borrowers have entered into with financial institutions are recorded in this register. In addition, as of 1 January 2008, the applicant itself must be verified with the Foundation for Fraud Prevention of Mortgages (*Stichting Fraudepreventie Hypotheken*, "SFH"). If the applicant has been recorded in the SFH system, no NHG Guarantee will be granted.

To qualify for an NHG Guarantee various conditions relating to valuation of the property must be met. In addition, the mortgage loan must be secured by a first ranking mortgage right (or a second ranking mortgage right in case of a further advance). Furthermore, the borrower is required to take out insurance in respect of

the mortgaged property against risk of fire, flood and other accidental damage for the full restitution value thereof. The borrower is also required to create a right of pledge in favour of the lender on the rights of the relevant borrower against the insurance company under the relevant life insurance policy connected to the mortgage loan or to create a right of pledge in favour of the lender on the proceeds of the investment funds. The terms and conditions also require a risk insurance policy which pays out upon the death of the borrower/insured, for the period that the amount of the mortgage loan exceeds 80 per cent. of the value of the relevant property.

The mortgage conditions applicable to each mortgage loan should include certain provisions such as the provision that any proceeds of foreclosure on the mortgage right and the right of pledge on the life insurance policy or the investment funds shall be applied firstly towards repayment of the mortgage loan guaranteed under the NHG scheme.

On 31 October 2013, the Dutch government announced various changes to the NHG Guarantee which have become effective as of 1 January 2014. One of the changes is the introduction of a loss-sharing mechanism for new originations under which lenders take 10 per cent. of losses if a mortgage defaults. According to the Dutch government, historically lenders in respect of NHG guaranteed loans bore some risk due to the amortizing nature of the NHG Guarantee given that mortgages were predominantly of an interest-only nature creating a gap between the guaranteed amount and the outstanding loan amount of the life of the mortgage. As a result of fiscal regulatory changes, mortgage loans taken out for houses purchased after 1 January 2013 are predominantly repaid on annuity basis and this risk has therefore disappeared. To maintain a lender risk, the Dutch government has now introduced a risk for lenders of 10 per cent. on the realised loss in case of a defaulted mortgage loan.

One of the other changes announced by the Dutch government in respect of the NHG Guarantee is that as of 1 January 2014 homeowners can, after they sold their house, finance an outstanding residual debt into a new mortgage subject to the NHG Guarantee, provided the residual debt arises from the sale of a property that is financed with an NHG Guarantee. One of the conditions is that the costs of the new property and the residual debt remain below the overall limit as mentioned above. Any exceeding outstanding debt must be financed alternatively.

Claiming under the Municipality Guarantee

The claim must be made under the same conditions as for the NHG claim (see below). There are three possible situations for claiming under a Municipality Guarantee: (1) the municipality has joined the NHG scheme and has transferred its obligations to the NHG, (2) the municipality has joined the NHG scheme and has transferred its obligations to the NHG but the municipality has retained its old obligations, or (3) the municipality has not joined the NHG scheme. The claims procedure is as follows:

- (A) in relation to (1) above, the claim is made to the municipality that issued the guarantee, which checks the validity of the claim and forwards it to the WEW which makes the payment to the lender;
- (B) in relation to (2) above, the claim is made to the issuing municipality which checks the claim and makes the payment to the lender (the WEW will reimburse the municipality for 50 per cent. of the claim); and
- (C) in relation to (3) above, the claim is made to the issuing municipality which checks the claim and makes the payments to the lender.

In all cases the full file of relevant information must be submitted with the claim within the required time. Payment should be made within two months after receipt of the claim. If not, interest is payable for the delayed payment period.

In its letter dated 26 October 2000, the WEW confirmed that the starting point for its policies is that each financial institution with which it has a guarantee arrangement acts in good faith (*te goeder trouw*) and that breaches of the terms and conditions (*Voorwaarden en Normen*), which do not have a material influence

on the occurrence and the size of the loss, lead to payment under the claims. The WEW also confirmed that if a financial institution should transfer to a third party its rights under mortgage loans which have the benefit of a Guarantee and which are registered with the WEW in accordance with the provisions of such terms and conditions, pursuant to a sale by that financial institution of a mortgage loan portfolio to which the mortgage loans in question belong or in connection with a financial transaction, such third party transferee will become the beneficiary of the Guarantee as provided for in article 6:142 sub-section 1 of the Dutch Civil Code.

Claiming under the NHG Guarantees

When a borrower is in payment arrears under a mortgage loan for a period of three (3) months, a lender informs the WEW in writing within 30 calendar days of the outstanding payments, including the guarantee number, the borrower's name and address, information about the underlying security, the date of the start of late payments and the total of outstanding payments. When the borrower is in arrears the WEW may approach the lender and/or the borrower to attempt to solve the problem and make the borrower aware of the consequences. If an agreement cannot be reached, the WEW reviews the situation with the lender to endeavour to generate the highest possible proceeds from the property. The situation is reviewed to see whether a private sale of the property, rather than a public auction, would generate proceeds sufficient to cover the outstanding mortgage loan. Permission of the WEW is required in case of a private sale, unless the property is sold for an amount higher than 95 per cent. of the market value. In case of a forced private sale and an execution sale permission of WEW is in any case required.

Within one month after receipt of the proceeds of the private or forced sale of the property, the lender must make a formal request to the WEW for payment, using standard forms, which request must include all of the necessary documents relating to the original mortgage loan and the NHG Guarantee. After receipt of the claim and all the supporting details, the WEW must make payment within two months. If the payment is late, provided the request is valid, the WEW must pay interest for the late payment period.

In the event that a borrower fails to meet its obligation to repay the mortgage loan and no or no full payment is made to the lender under the NHG Guarantee by the WEW because of the lender's culpable negligence (*verwijtbaar handelen of nalaten*), the lender must act *vis-à-vis* the borrower as if the WEW were still guaranteeing the repayment of the mortgage loan during the remainder of the term of the mortgage loan. In addition, the lender is not entitled to recover any amounts due under the mortgage loan from the borrower in such case. This is only different if the borrower did not act in good faith with respect to his inability to repay the mortgage loan and has failed to render his full cooperation in trying to have the mortgage loan repaid to the lender.

Additional loans

Furthermore, on 1 July 2005 provisions were added to the NHG terms and conditions pursuant to which a borrower who is or threatens to be in arrears with payments under the existing mortgage loan may request that the WEW grants a second guarantee in respect of an additional mortgage loan to be granted by the relevant lender (*woonlastenfaciliteit*). The aim of the so-called *woonlastenfaciliteit* is to avoid a forced sale of the property. The monies drawn down under the additional loan have to be placed on deposit with the relevant lender and may, up to a maximum period of two years, be used for, among other things, payment of the amounts which are due and payable under the existing mortgage loan, interest due and payable under the additional mortgage loan and the costs made with respect to the granting of the additional mortgage loan. The granting of such an additional loan is subject to certain conditions, including, among other things, the fact that the financial difficulties are caused by a divorce, unemployment, disability or death of the partner of the borrower.

Main NHG underwriting criteria (*Normen*) as of 1 January 2021 (*Normen 2021-1*)

With respect to a borrower, the underwriting criteria include but are not limited to, the following:

- (a) The lender must perform a BKR check. Only under certain circumstances are registrations allowed.

- (b) As a valid source of income the following qualifies: indefinite contract of employment, temporary contract of employment if the employer states that the employee will be provided an indefinite contract of employment in case of equal performance of the employee and equal business circumstances, a three (3) year history of income statements for workers with flexible working arrangements or during a probational period (*proeftijd*) or three (3) year (annual) statements for self-employed persons.
- (c) The maximum loan based on the income of the borrowers is based on the "*financieringslasttabellen acceptatiecriteria*" tables and an annuity style redemption (even if the actual loan is (partially) interest only). The mortgage lender shall calculate the borrowing capacity of a borrower of a mortgage loan with a fixed interest term of less than ten (10) years on the basis of a percentage determined and published by the AFM, or, in case of a mortgage loan with a fixed interest term of ten (10) years or longer or if the mortgage loan is redeemed within the fixed interest term of less than ten (10) years, on the basis of the binding offer; and
- (d) the maximum amount of the mortgage loan is dependent on the average house price level in The Netherlands (based on the information available from the Land Registry) multiplied with the statutory loan to value. if there are no energy saving improvements and 106 per cent. if there are energy saving improvements. As a consequence, there will be two maximum loan amounts:
 - (i) EUR 325,000 for loans without energy saving improvements.
 - (ii) EUR 344,500 for loans with energy saving improvements.

The loan amount is also limited by the amount of income and the market value of the property. With respect to the latter:

- (a) For the purchase of existing properties, the maximum loan amount is broadly based on the sum of (i) the lower of the purchase price and the market value based on a valuation report, (ii) the costs of improvements and (iii) a maximum of 6 per cent. of the amount under (i) plus (ii). In case an existing property can be bought without paying transfer taxes (*vrij op naam*), the purchase amount under (i) is multiplied by 97 per cent.
- (b) For the purchase of new-build properties, the maximum loan amount is broadly based on the purchase price or amount contracted for, increased with a number of costs such as the cost of construction interest or loss of interest during the construction period (to the extent not already included in the purchase or construction cost).

On 31 March 2020 the revised NHG underwriting criteria (the Main NHG underwriting criteria (Normen) as of 1 June 2020 (*Normen 2020-2*)) were published. In these revised NHG underwriting criteria changes have been made in order for the NHG Guarantee to meet the requirements for a guarantee to qualify as eligible credit protection for banks under the CRR. In particular the ability to receive an advance payment of the expected loss is introduced. Lenders can make use of the ability to receive advance payment of the expected loss as of 31 March 2020, both for existing and new loans with a NHG Guarantee subject to certain conditions being met (such claim for payment of expected loss under the NHG Guarantee in relation to the relevant mortgage loan, the "**NHG Advance Right**"). Such NHG Advance Right is also included in the Main NHG underwriting criteria (*Normen*) as of 1 January 2021 (*Normen 2021-1*).

The NHG Advance Right is a separate right and it is not part of the surety by NHG. Unlike the surety, this NHG Advance Right does not automatically transfer. If a mortgage receivable is to be transferred by a lender to a third party (including in the context of special purpose vehicle transactions), the NHG Advance Right can either be transferred simultaneously or at a later moment in time, for example when the transferee wishes to exercise the NHG Advance Right. A transfer of the NHG Advance Right is only necessary if the transferee of a mortgage receivable wants to make use of the NHG Advance Right. After a transfer of the mortgage receivable, the transferor can no longer exercise the NHG Advance Right, regardless of whether the NHG Advance Right was also transferred to the transferee. This prevents the NHG Advance Right payment being made to a party other than the transferee of the mortgage receivable. However, at the request

of the transferee the transferor can on its behalf exercise the right to a NHG Advance Right. The new NHG underwriting criteria include a repayment obligation by the person that exercises the NHG Advance Right in case the payment exceeded the amount payable by WEW under the surety as actual loss eligible for compensation. This would for example be the case if the proceeds of the enforcement are higher than estimated, but also if the borrower in arrears resumes payment under the mortgage loan. In case the SB2 CBC exercises its NHG Advance Right (if validly transferred to it), it may be liable to repay when the payment under the NHG Advance Right exceeded the amount payable by WEW under the surety. If the SB2 CBC (or the Servicer on its behalf) would consider exercising the NHG Advance Right in relation to a Loan it will notify the Trustee and the relevant Originator thereof and it will consult and agree upon with the Trustee on the distribution of the proceeds of such NHG Advance Right prior to exercising such right.

3.6 ORIGINATION AND SERVICING BY INITIAL ORIGINATOR

General

The Bank, a subsidiary of ING Group, which is supervised by the ECB and DNB, will transfer the Initial Portfolio and may transfer further Eligible Assets to the SB2 CBC under the Guarantee Support Agreement (in such capacity, the "**Initial Originator**"). At the option of the Issuer, subject always to Rating Agency Confirmation, any member of the ING Group may accede to, among other things, the Programme Agreement and the Guarantee Support Agreement as an originator (each a "**New Originator**" and together with the Initial Originator, the "**Originators**"). This section differentiates between (i) origination by the Initial Originator and, prior to being Merged into the Initial Originator, its relevant predecessors and (ii) servicing of Loans by the Bank as Initial Servicer.

Origination

Introduction

The mortgage loans are distributed through independent broker agents and ING Group broker agents or by telephone or internet in combination with regular mail. New mortgage loans are accepted on the basis of a fixed underwriting protocol.

The principal items in the underwriting protocol are:

Ministerial Regulation and the Code of Conduct (Gedragcode Hypothecaire Financieringen)

The Ministerial Regulation (*Tijdelijke regeling hypothecair krediet*) and the Code of Conduct on mortgage financing are applicable to all Dutch financial institutions offering mortgage loans for the purchase, reconstruction or refinancing of the borrower's property. The Ministerial Regulation dictates the income criteria for the borrower and the maximum loan to value, which are hence incorporated in Dutch law. The Code of Conduct dictates amongst others how to determine the maximum loan capacity of the borrower, and operates on a "comply or explain" basis. This means that each mortgage provided needs to comply with the Code of Conduct or appropriate explanation needs to be provided on a per mortgage basis. The calculation of the maximum loan capacity is based on an annuity test, an interest rate determined quarterly by the AFM and the maximum debt-to-income ratios (housing ratios). Currently, a minimum interest rate of 5.0 per cent. applies to mortgage loans with a floating or fixed rate of interest of up to a term of 10 years or the actual interest rate of the loan if it is higher. Based on this interest rate and the duration of the loan a monthly annuity is calculated. The total annuity payments per year should be less than the maximum housing ratio (i.e. compliant with the annuity test). The Code of Conduct also dictates under which conditions it is allowed to deviate from this annuity test in order to test with the real mortgage expenses.

In case of a dual income household, the housing ratio is determined by the higher of the two incomes plus half of the lower of the two incomes. The total of incomes is accounted to determine the maximum loan amount. In order to meet the underwriting criteria, the maximum acceptable housing ratio ranges between 9.0 per cent. and 38.0 per cent. and where the borrower is eligible for Old Age Pension, currently at the age of 65 years and three months, between 13.5 per cent. and 47.0 per cent., depending of the income of the borrower. The higher the income, the higher the maximum housing ratio.

Since 1 August 2011, the mortgage lending conditions set out in the Code of Conduct have become more strict. As of 1 January 2018, (i) mortgages may not exceed 100 per cent. of the market value (marktwaaarde) of the property, (ii) the interest-only element of a mortgage may not exceed 50 per cent. of the property's market value and (iii) the rules surrounding the approval of "explain" mortgages (i.e. mortgages that do not necessarily comply in full with the Code of Conduct) have been tightened.

Income

A vast majority of borrowers under mortgage loans receive income from paid employment. For most other borrowers under mortgage loans, the income is generated from self-employed activity, pensions, social benefits or alimony. The income components are stipulated in the protocol. A check on the income is

conducted by requesting salary statements and a recent employer's declaration. Self-employed persons have to comply with predefined ratings from an internal rating model and/or have to submit full annual accounts (including an independent auditor's report or sign-off) for the business over the past three years. A director/majority shareholder is regarded as self-employed.

National Credit Register (Bureau Krediet Registratie – BKR)

A check is completed on every borrower under a mortgage loan with the *Bureau Krediet Registratie* ("**BKR**"). A negative credit registration on the borrower's name will, in principle, lead to a rejection of the mortgage request.

Collateral

The following valuation procedures are applied as of April 2018 to Loans originated by the Initial Originator. To determine the market value of the property either (i) a valuation report, (ii) a WOZ value statement (which is a value statement of the property by the Dutch Tax authorities), (iii) an ING Calcasa value report, or (iv) a purchase and construction agreement may be used, depending on the type of property it concerns (existing property, existing property being partly reconstructed, a newly built property).

If a valuation report is required, the valuation will have to be carried out by a registered valuer, who is a member of "*Nederlands Register Vastgoed Taxateurs*" (NRVT). The registered valuer must be independent and may (therefore) not take part in the purchase or sale of the relevant property and must operate in the area in which the property is located. The valuation report must be based on "*Taxatierapport financiering woonruimte, april 2018*" and have been validated by a certified validation institute which is a member of the "*Stichting Taxaties en Validaties*" (STenV).

A valuation report will be required:

- (i) in case of an existing property not already owned by the borrower;
- (ii) if a mortgage loan is intended to have the benefit of a NHG Guarantee (except for newly built properties);
- (iii) in case of a newly built property, provided that the principal amount of the mortgage loan exceeds EUR 1,000,000; and
- (iv) in all cases where the relevant Originator deems necessary.

A valuation report dated within the last 6 months, or WOZ value statement dated within the last 12 months and that adheres to all other criteria set by the Initial Originator, is deemed acceptable.

Currently, newly originated mortgage loans have a maximum principal amount outstanding of 100 per cent. of the market value of the property at origination.

Instead of a valuation report drawn up by a surveyor, the appraised value from an ING Calcasa value report may also be used to determine the appraised market value (only for non-NHG applications). This is subject to the condition that the total mortgage amount may not exceed 90% of the property value determined in this matter.

Other underwriting conditions

Apart from the principal underwriting factors set out above, the following conditions apply: (i) mortgage loans are granted only to individuals, (ii) the relevant owners assume joint and several liability for the mortgage receivable and (iii) mortgage loans are granted on the borrower's own residential property only.

Mortgage Analysis Programme

First checks are performed against the BKR and the EVA (*Externe Verwijzings Applicatie*) database verifying the amount of other outstanding credit lines in the name of the borrower and whether the borrower has been registered on a fraud list. The mortgage calculations are processed through a proprietary software mortgage analysis tool, which also calculates the maximum mortgage loan amounts that can be advanced. Once the mortgage loans have been approved, the mortgage loan offer software will generate the approved mortgage loan offer. Certain mortgage loans that are not approved in first instance (e.g. due to the loan amount requested or applications that do not comply with the standard protocols) can be approved manually on two levels, depending, among other things, on the amount of the mortgage loan requested. Periodically, internal audit checks are conducted to determine whether the mortgage loans are granted in conformity with the Initial Originator's origination criteria applying to mortgage loans. Approved and accepted mortgage loans are administered in 'HYPOS', the applicable mortgage loan administration system.

Acceptance

Before final acceptance of a mortgage loan by a borrower, a check is performed on whether the borrower has met all the pre-conditions stated in the mortgage offer. After acceptance, the final terms of the mortgage deed are sent to the civil law notary. The civil law notary can only make the relevant advances (paid to it by the relevant Originator) to the borrower after the mortgage deed has been signed.

Insurance

A borrower is required to take out insurance in respect of the property against risk of fire and other accidental damage for the full restitution of the value thereof.

Security

Each mortgage loan is secured by a first priority right (*eerste in rang*) or a first and sequentially lower priority right of mortgage in the form of a notarial deed, which is duly registered at the Dutch land registry (*Dienst van het Kadaster en de Openbare Registers*). When a mortgage deed is first presented for submission for registration an entry to this effect is made in the land register. The first entry in the land register establishes priority over any subsequent claims, encumbrances and attachments, in respect of the relevant property. The Bank accepts no second ranking (or lower) mortgage right if the first entry of a mortgage right is made in the name of third parties other than the Bank. Currently the Bank, only in the case of a bridge loan, accepts a second or lower ranking right of mortgage where a first ranking right of mortgage has already been registered in the name of a third party whereby additional conditions will apply to the relevant mortgage loan in relation to the outcome of the selling price:

- (i) if the property has already been sold, the bridge loan consists of the selling price minus selling costs and minus the current mortgage loan on the property;
- (ii) if the property has not yet been sold, the bridge loan consists of 90 per cent. of the current market value minus the current mortgage loan on the property.

A bridge loan is based on an expected increase in the value of the current property to finance a new property, before the current property is sold.

Servicing

Introduction

The Servicer is responsible for the mortgage administration of the Dutch business units of the Initial Originator, including the non-commercial contacts with the clients. Currently, the Servicer provides mortgage administration services for approximately 650,000 mortgage loans (ING), amounting to approximately EUR 105 billion. Most of the Servicer's mortgage administration and arrears management services are carried out in Amsterdam.

Mortgage administration

Following the granting of the loan and the creation of the mortgage, the normal administration of the mortgage loan in 'HYPOS' commences. The Servicer's portfolio administrative control is divided into collection procedure, administration, administrative control of arrears, technical administrative control, interest rate reviews and file creation.

Interest collection

For the vast majority of the mortgage loans, interest is collected by a direct debit account. Each month, the mainframe automatically calculates the amount of interest due. The interest on loans originated by the Initial Originator is collected in arrears on the first business day of each month. The interest received is recorded in each borrower's ledger account. From then on, all payments per borrower are automatically recorded under each operating entity. This automated process has a very low fail rate. Failure can be caused by a change in bank account of the borrower without the Servicer being notified or an insufficient balance on the bank account to satisfy the payment. In case the first direct debit attempt has failed, new attempts will automatically be made every week. The borrower will receive a first reminder on the tenth day following the first unsuccessful automatic collection.

Individual mortgage management

The Bank has an additional policy with respect to individual changes in outstanding mortgage loans, entailing that the standard acceptance policy must be followed. Complementary policy rules also apply in specific situations, such as mortgage loan conversions, a discharge of a borrower, death, changes in relation to the property or to the maturity of a mortgage loan or in case of a(n) (expected) default under the mortgage loan.

Arrears management

The arrears management procedure starts on the first day that the borrower fails to meet its payment obligations. Borrowers are informed of arrears of payment after each direct debit failure. Moreover, the provision of information must be correct and comprehensive; the borrower must be aware of the possible means and measures that he may be entitled to receive. Attention is also paid to the consequences of observing/not observing arrangements made. In relation hereto, there are possible consequences of mortgage payment arrears, such as fiscal consequences, reporting to the BKR, attachment of the borrower's salary or sale of the property (private sale, sale based on a power of attorney, private foreclosure sale or foreclosure by auction). The communication with the borrower may be via telephone, digital, in writing (email or letter) or in person.

The arrears management control procedure globally consists of two phases. In the first phase, the goal is to re-instate the normal payment pattern and to retain the borrower. In this phase, contact is made with the borrower.

The second phase consists of preventing losses and liquidation where the intention is to control risk and to maximise collections. A final effort can be made to re-instate the payment pattern. Priority is given to urging customers to voluntarily sell the collateral (private sale), a process that is co-ordinated by the arrears management department and a real estate agent to maximise the collections. Foreclosure occurs if and when the borrower is unwilling or unable to sell the property voluntarily or the borrower cannot be located. In this case, particular attention is given to the foreclosure procedure in order to maximise revenues.

Although the arrears management control procedure can be adjusted to reflect risk considerations, in general the procedure is as follows:

- (a) the amount to be debited will be updated according to the payments due at that date (i.e. any premium, penalty, interest and repayments). In this direct debit procedure the outstanding amounts to be collected are debited in the following order: (i) premium (in relation to insurance, investment and/or savings), (ii) penalty payment, (iii) interest and (iv) repayment;

- (b) all borrowers who have become in arrears are contacted by telephone within the first month in which the arrears have come into existence. Depending on the risk assessment made of the borrower's financial difficulties, the borrower is contacted at either the beginning of the month or later during that month;
- (c) if the borrower is repeatedly in arrears, i.e. more than once in arrears in six months, extrajudicial costs are charged if the payments due are not made within 14 days. The extrajudicial costs (EUR 40 per invoice) are charged if the borrower still is in arrears after the final direct debit. This is collected at the moment of the first direct debit in the next month. The purpose of this policy to charge such a penalty is to give the borrower an incentive to contact the arrears department or to make its payments in a timely manner. Each administrator of the arrears department has the authority to decide not to charge the extrajudicial costs if, given the borrower's individual situation, such a charge would not contribute to reaching a solution;
- (d) at the moment of the first contact arrangements are made to repay the arrear based on the financial situation of the borrower. After a further (financial) analysis based on information about the borrower, either suitable means are implemented for the borrower (such as a payment arrangement, budget coaching or restructuring of the mortgage loan) or a (substantiated) decision is made to terminate the client relationship;
- (e) the borrower is considered to be cured at the moment that all arrears are paid and the following regular payment is made on time. The payment arrangement ends at the moment the last instalment is paid;
- (f) in the following cases the client relationship is terminated:
 - (i) there is no contact with the borrower despite external research into retrieving client contact information and the measures taken have had no effect; and
 - (ii) the borrower no longer can be cured. All possible means to resolve this have been examined but have not been adequate to financially cure the borrower. There is also no prospect of a change in the financial situation of the borrower that could still result in recovery; and
- (g) until the actual moment of a forced sale, the borrower has the possibility to pay the amount due to prevent that forced sale.

Foreclosure procedures

If a borrower fails to comply with the agreed payment schemes, or if it is clear that there is no prospect of the interest, principal and/or premium arrears being paid in the near future, the borrower's file is handed over to the intensive arrears management department to initiate foreclosure. Foreclosure on the property is only undertaken if the intensive arrears management department determines that there is no foreseeable solution.

The Initial Originator has the right to publicly sell (auction) the mortgaged property if the borrower remains in breach of its obligations and no other arrangements are made. As a first ranking mortgagee, the Initial Originator does not have to obtain court permission prior to foreclosing on the mortgaged property. If the proceeds from the sale (by auction) of the mortgaged property do not fully cover the Initial Originator's claims, the Initial Originator may also sell any pledged insurance policy or deposit. However, after giving such notification, Dutch law requires that before a lender can foreclose on a borrower's mortgaged property, the borrower must be notified in writing that it is in default and must be given reasonable time to comply with the lender's claims.

In the case of a borrower's bankruptcy, the Initial Originator may foreclose on the borrower's property as if there was no bankruptcy. Nevertheless, foreclosure must take place within a reasonable time. Failing this deadline could cause the bankruptcy trustee to take over the foreclosure proceedings. If this occurs, the Initial Originator must contribute to the general bankruptcy costs.

If the Initial Originator decides to sell the property, it is required to notify the parties directly involved, including the borrower as well as the person owning the asset (in the event that these are not the same parties). The notification must include the amount outstanding and the expenses incurred to date as well as the name of the civil notary responsible for the foreclosure sale.

Prior to foreclosure, the Initial Originator will calculate the best method of maximising the sale value of the mortgaged property. Based on this calculation, the Initial Originator may decide that the property should be sold either in a private sale or by public auction. A private sale can, and often does, replace a public auction, provided that the legal requirements are fulfilled (which include obtaining permission from the relevant district court for the private sale). When notification of foreclosure is made by the Initial Originator, formal instructions are given to a (dedicated) civil law notary. The date of the sale will be set by the civil law notary within, in principle, three weeks of this instruction and will usually be approximately six weeks after the decision to foreclose has been made (depending on the region and the number of other foreclosures being handled by the relevant district court at the time).

The distribution of the foreclosure proceeds depends on whether there is only one mortgage holder or whether there are several. If there is one mortgage holder, the proceeds will be distributed to the mortgage holder after deducting the costs of foreclosure. In the case of more than one mortgage holder, the distribution of proceeds takes place according to the priority of the mortgages.

In general, it takes on average two to four months to foreclose on a property once the decision to foreclose has been made. Throughout the foreclosure process, the Initial Originator follows the requirements set forth in Dutch law and its so-called "*Global Collections Policy*".

In the auction the Initial Originator's employees from arrears management are present. Their goal is to ensure that the minimum price determined beforehand is achieved. That includes active bidding in the auction. If at the end of the auction the Initial Originator's employee is the highest bidder, then the Initial Originator will become the owner of the property. For this purpose a purchase company is established. This full subsidiary of ING Bank N.V., called JUZA, aims to sell the property again on a cost-covering basis within a period of 6 months. This period of 6 months allows the JUZA to ask for a refund of the 2 per cent. transfer tax (*overdrachtsbelasting*).

Outstanding amounts

If a residual debt remains after foreclosure, the borrower concerned remains liable for this residual. A collection agency is brought in to determine whether the claim can be collected. In principle, a new payment scheme is arranged for the residual debt. If the borrower does not wish to agree to a payment scheme or does not comply with an agreed payment scheme, other measures can also be taken, including distraint of the borrower's salary. These measures also include the engagement of a bailiff.

Fraud desk

All banks in The Netherlands have a working relationship with respect to mortgage loan fraud through the Dutch Association of Banks (*Nederlandse Vereniging voor Banken*). A national fraud desk (*Counter Hypotheken Fraude*) has been established through which all the banks notify each other of possible fraud cases. Within the Initial Originator, a fraud desk has been established for all mortgage loans. All known fraud cases are registered in an internal and external verification system that identifies fraudulent borrowers. Each new mortgage loan application is automatically run through this register. Additionally, new names added to the register are automatically crosschecked within the existing mortgage loans of the Initial Originator. Besides the check on individual mortgage loans, intermediaries are checked periodically as well.

The Servicer actively manages mortgage fraud by giving anti-fraud presentations to all parties involved in the origination process (i.e. different departments of the Servicer and the different originating labels of ING). In addition, a fraud site has been created on the intranet within the Initial Originator, including a checklist of indicators for fraud. Employees are well trained on the different aspects of possible fraud. All suspicious applications are screened and if necessary sent to the special fraud desk.

In case of the detection of fraud in respect of an existing mortgage loan, the policy of the Initial Originator is to accelerate the mortgage loan concerned and report the borrower to the police. The official reporting route of this procedure is undertaken in close cooperation with the Initial Originator's prevention and security team.

3.7 SUB-PARTICIPATION

Under each master sub-participation agreement from time to time entered into between the SB2 CBC, the relevant Participant, the relevant Originator and the Trustee (each a "**Master Sub-Participation Agreement**"), the SB2 CBC grants the relevant Participant a Participation in a relevant Savings Receivable or Bank Savings Receivable, as the case may be, in return for the on-payment by the Participant of the relevant Savings and Accrued Savings Interest, as follows.

Participation

First, the Participant undertakes to pay to the SB2 CBC for each Relevant Receivable:

- (a) on the Participation Date: an amount equal to the Initial Settlement Amount as at such Participation Date for such Relevant Receivable; and
- (b) on each subsequent SB2 CBC Payment Date an amount equal to: a Further Settlement Amount for such Relevant Receivable, unless as a result of such payment the Participation in respect of such Relevant Receivable would exceed the Gross Outstanding Principal Balance of such Relevant Receivable at such time or, if lower and if such Relevant Receivable is a Bank Savings Receivable, the amount standing to the credit of the related Bank Savings Account at such time, in which case only such amount shall be paid as is necessary for such Participation (which includes Accrued Increases) to reach such Gross Outstanding Principal Balance or amount standing to the credit of the related Bank Savings Account, as the case may be.

In return, in relation to each Relevant Receivable, the SB2 CBC undertakes to pay to the Participant on each SB2 CBC Payment Date, the Redemption Amount, if any, received by the SB2 CBC in respect of such Relevant Receivable since the preceding SB2 CBC Payment Date.

If a Borrower with respect to (i) a Savings Receivable invokes any defence purporting to establish that he may deduct an amount from the Relevant Receivable based on any default by the Participant in the performance of any of its obligations under the relevant insurance policy or (ii) a Bank Savings Receivable invokes a right of set-off, or set-off is applied by operation of law, in respect of any amount standing to the credit of the related Bank Savings Account against the Relevant Receivable and, in each case, as a consequence thereof, the SB2 CBC will not have received such amount in respect of such Relevant Receivable, then such amount will be deducted from the relevant Participation.

Enforcement notice

If a SB2 CBC Acceleration Notice is served by the Trustee on the SB2 CBC, then the Trustee may and, if so directed by the Participant, shall on behalf of the Participant by notice to the SB2 CBC:

- (a) terminate the obligations of the Participant under the Master Sub-Participation Agreement; and
- (b) declare the Participations to be immediately due and payable, provided that such payment obligations shall be limited to the aggregate Redemption Amount received by or on behalf of the SB2 CBC or the Trustee under the Relevant Receivables.

Sale of Relevant Receivable

Unless otherwise agreed under a Master Sub-Participation Agreement, if a Relevant Receivable is sold by or on behalf of the SB2 CBC to the relevant Originator or a third party pursuant to the Trust Deed or the Asset Monitor Agreement, then the SB2 CBC will (apart from, for the avoidance of doubt, paying the Redemption Amount in respect of such Relevant Receivable in accordance with the relevant Master Sub-Participation Agreement), if so requested by the Participant, use reasonable endeavours to ensure that the acquirer of the Relevant Receivable will (a) enter into a master sub-participation agreement with the Participant in a form similar to the relevant Master Sub-Participation Agreement or (b) by way of partial take-over of contract (*partiële contractsoverneming*) take over the contractual relationship

(*rechtsverhouding*) under the relevant Sub-Participation Agreement to the extent relating to the Participation associated to the Relevant Receivable (in which case the Redemption Amount will be zero).

Priorities of payments

Unless and until:

- (a) both an Issuer Acceleration Notice and a Notice to Pay are served; or
- (b) a SB2 CBC Acceleration Notice is served,

any amount expressed to be payable by or to the SB2 CBC under the relevant Master Sub-Participation Agreement shall instead be payable by or to the Issuer in accordance with the Pre-Notice-to-Pay Priority of Payments.

The Post-Notice-to-Pay Priority of Payments will be funded by Available Revenue Receipts and Available Principal Receipts. When calculating the relevant Principal Receipts, certain deductions will be made by reference to the relevant Redemption Amounts, which deducted amounts will not be applied in accordance with the Post-Notice-to-Pay Priority of Payments, but will be credited to the Participation Ledger and be paid to the relevant Participants in accordance with the Administration Agreement and the relevant Master Sub-Participation Agreement. When calculating the relevant Revenue Receipts, certain deductions will be made by reference to the relevant Participation Fractions, with a view to the relevant Increases in the relevant Participations. The equivalent of such Increases is in turn treated as a Principal Receipt, for application in accordance with the Post-Notice-to-Pay Priority of Payments.

Likewise, the Post-SB2 CBC-Acceleration-Notice Priority of Payments will not be funded by amounts which have been received by or on behalf of the SB2 CBC and which are required to be credited to the Participation Ledger and paid to Participants on account of Redemption Amounts.

Further Master Transfer Agreement

As described in category 4 of the Deduction Risk description (see Section 4.3 (*Master Transfer Agreement*)), a certain Deduction Risk for MTA Receivables may exist. Such Deduction Risk, provided that no Notification Event has occurred, may be catered for by a combination of a further master transfer agreement (a "**Further Master Transfer Agreement**") and a Master Sub-Participation Agreement between the relevant insurer, the SB2 CBC and the relevant Originator which would leave the relevant existing Master Transfer Agreement in place and which would provide as follows in relation to the relevant MTA Receivable:

- in respect of savings premium already paid: the insurer sells and by way of silent assignment on-transfers to the SB2 CBC such MTA Receivable already transferred to it by the relevant Originator for a purchase price equal to the relevant Initial Settlement Amount. Such MTA Receivable will as a result be reunited with the relevant Transferred Receivable from which it was previously separated. In addition, the SB2 CBC will pursuant to the Master Sub-Participation Agreement grant a Participation to such insurer against payment by such insurer to the SB2 CBC of the relevant Initial Settlement Amount; and
- in respect of future payments of savings premium: the SB2 CBC will agree to on a monthly basis retransfer part of the relevant MTA Receivables back to the relevant Originator by way of silent assignment, for on-transfer by that relevant Originator to the relevant insurer by way of notified assignment, for subsequent on-transfer to the SB2 CBC by way of silent assignment. Each abovementioned series of three subsequent assignments takes place on a monthly basis.

The Guarantee Support Agreement provides that upon the occurrence of a Notification Event no further retransfers of MTA Receivables by the SB2 CBC to the relevant Originator for the purpose of on-transfer of such MTA Receivables by the relevant Originator pursuant to a Master Transfer Agreement will take place.

In addition to such Further Master Transfer Agreement, the SB2 CBC will pursuant to the related Master Sub-Participation Agreement grant a Participation to such insurer against payment by such insurer to the SB2 CBC of the relevant Further Settlement Amount.

The relevant Originator and the SB2 CBC shall use reasonable endeavours to procure that under a Master Sub-Participation Agreement, the SB2 CBC shall be entitled to effect, where reasonably possible and without prejudice to the provisions of the Trust Deed, any payments to the Participant under such Master Sub-Participation Agreement or any Further Master Transfer Agreement entered into between the Participant and the SB2 CBC by way of set-off, including, without limitation, the payment of any Redemption Amount under such Master Sub-Participation Agreement and any purchase price due by the SB2 CBC to the Participant under any such Further Master Transfer Agreement, which will be set-off against the obligation of the Participant to pay amounts due under such Master Sub-Participation Agreement or any Further Master Transfer Agreement to the SB2 CBC.

No such combination of a Further Master Transfer Agreement and a Master Sub-Participation Agreement as abovementioned is in place as yet.

Each Originator undertakes in the Guarantee Support Agreement to use reasonable endeavours to procure that upon the occurrence of a Notification Event, a Master Sub-Participation Agreement is, or is put, in place between the relevant insurer and the SB2 CBC and signed for acknowledgement by the relevant Originator in relation to Savings Receivables, including MTA Receivables.

In relation to a Participation:

"Accrued Increases" means the sum of the Increases for all months from the Participation Date.

"Accrued Savings Interest" means the sum of the Monthly Interest for all months from the date on which the first Savings were received.

"Bank Savings Interest Correction" means for any month (i) one (1) in the case of a Savings 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* the interest rate applicable to such Bank Savings Receivable for such month, both expressed as a percentage per annum.

"Further Settlement Amount" means an amount equal to the Savings received by the Participant in the preceding month.

"Increase" means for any month:

$(\text{the Participation Fraction} \times I) + \text{FSA},$

where (i) **"I"** means the amount of interest actually received by or on behalf of the SB2 CBC from the relevant Borrower for such month and (ii) **"FSA"** means the Further Settlement Amount for such month actually received by or on behalf of the SB2 CBC.

"Initial Settlement Amount" means an amount equal to the sum of all Savings plus Accrued Savings Interest.

"Monthly Interest" means for any month:

$\text{MIR} \times (\text{S} + \text{AI}),$

where (i) **"MIR"** means the monthly interest rate applicable in such month (a) in the case of a Savings Receivable, to the Relevant Receivable or (b) in the case of a Bank Savings Receivable, to the related Bank Savings Account, (ii) **"S"** means the Savings received up to the first day of such month and (iii) **"AI"** means the Accrued Savings Interest up to the first day of such month.

"Participation" means, in relation to a Relevant Receivable, an amount equal to the sum of (i) the Initial Settlement Amount as at the Participation Date plus (ii) Accrued Increases up to the Gross Outstanding Principal Balance or, if lower and if it concerns a Bank Savings Receivable, the amount standing to the credit of the related Bank Savings Account *minus* (iii) any Redemption Amount paid by the SB2 CBC to the Participant.

"Participation Date" means the later of the Transfer Date and the date of the relevant Master Sub-Participation Agreement.

"Participation Fraction" means, with respect to a Relevant Receivable, the Bank Savings Interest Correction *times* the outcome of the relevant Participation *divided* by the Gross Outstanding Principal Balance of such Relevant Receivable.

"Redemption Amount" means (i) if the full Gross Outstanding Principal Balance has been repaid or prepaid since the preceding SB2 CBC Payment Date: an amount equal to the Participation, (ii) in the case of partial (p)repayment of the Gross Outstanding Principal Balance since the preceding SB2 CBC Payment Date: the surplus, if any, of the amount received over the Net Outstanding Principal Balance up to the Participation or (iii) the amount up to the Participation received (a) pursuant to a sale or refinancing pursuant to Clause 6 (*Sale or Refinancing of Selected Assets*) of the Asset Monitor Agreement, unless the corresponding rights and obligations under or pursuant to the relevant Master Sub-Participation Agreement are transferred in connection therewith or (b) pursuant to a foreclosure on, or collection of, any Related Security, to the extent relating to the Gross Outstanding Principal Balance.

"Relevant Receivable" means the Savings Receivable or Bank Savings Receivable, as the case may be, to which the Participation applies.

"Savings" means with respect to (i) a Savings Receivable, the savings part of all premiums received by the Participant from the relevant Borrower under or pursuant to the relevant insurance policy, and (ii) a Bank Savings Receivable, all payments made by the relevant Borrower to the related Bank Savings Account.

4 ASSET MONITORING

4.1 ASSET COVER TEST

Under the asset monitor agreement entered into on the Programme Date between the Issuer, the Administrator, the SB2 CBC and the Trustee (such asset monitor agreement as amended and/or supplemented and/or restated from time to time, the "**Asset Monitor Agreement**") and the Guarantee Support Agreement, the SB2 CBC shall use reasonable endeavours to procure that for so long as any Covered Bonds remain outstanding, provided that no Notice to Pay, Issuer Acceleration Notice or SB2 CBC Acceleration Notice has been served, on the last day of each Calculation Period the Adjusted Aggregate Asset Amount is in an amount at least equal to the aggregate Principal Amount Outstanding of the Covered Bonds, as tested on the Calculation Date that immediately follows such Calculation Period (the "**Asset Cover Test**").

If on a Calculation Date it is calculated that as at the last day of the Calculation Period immediately preceding such Calculation Date the Asset Cover Test is not met, then (i) that will not constitute an Issuer Event of Default, (ii) that will prevent the Issuer from issuing any further Series, until remedied, (iii) the SB2 CBC (or the Administrator on its behalf) will immediately notify the Trustee thereof in writing and (iv) the SB2 CBC will request the Originators to transfer sufficient further Eligible Assets to the SB2 CBC in accordance with the Guarantee Support Agreement to ensure that the Asset Cover Test is met on the last day of the Calculation Period that immediately follows such Calculation Date. If the Asset Cover Test is not met on the last day of such Calculation Period that immediately follows such Calculation Date, then that shall constitute a "**Breach of the Asset Cover Test**" entitling the Trustee to serve a Notice to Pay under the Guarantee.

Save where otherwise agreed with any Rating Agency, the Asset Percentage will be adjusted in accordance with the various methodologies prescribed by any Rating Agency or will otherwise be in compliance with the relevant methodologies agreed with any Rating Agency from time to time with a view to maintain the rating of the highest rated Series of Covered Bonds. Any adjustment of the Asset Percentage will appear from the relevant Monthly Investor Report as the new Asset Percentage as determined in accordance with Clause 3.1 of the Asset Monitor Agreement. In the event the Asset Percentages (as computed in response to the relevant Rating Agency calculations) prior to any Calculation Date differ, the SB2 CBC (or the Administrator on its behalf) shall on such Calculation Date apply the lowest Asset Percentage. Prior to the date on which a relevant Rating Agency has provided the SB2 CBC (or the Administrator on its behalf) with a new Asset Percentage, the SB2 CBC (or the Administrator on its behalf) will be entitled to rely on the previously provided Asset Percentage.

In an administration agreement entered into on the Programme Date between the SB2 CBC, the Bank as administrator (the "**Administrator**") and the Trustee on the Programme Date (such administration agreement as amended and/or supplemented and/or restated from time to time, the "**Administration Agreement**"), the Administrator agrees to prepare monthly investor reports for the SB2 CBC including the relevant calculations in respect of the Asset Cover Test, in the form set out in Schedule 3 to the Administration Agreement (each a "**Monthly Investor Report**") and to deliver the same to the SB2 CBC and the Trustee two Business Days prior to each relevant SB2 CBC Payment Date. In the Trust Deed, the Trustee agrees to, upon receipt of each Monthly Investor Report, verify whether such Monthly Investor Report states that the Asset Cover Test has been passed or failed and, if failed, whether the following Monthly Investor Report states that the Asset Cover Test has been failed again, meaning that a Breach of the Asset Cover Test shall have occurred.

Under the CB Legislation the Issuer will be required to ensure that, in addition to the Mandatory Liquidity Test, (i) a statutory minimum level of overcollateralisation of eligible cover assets is maintained and (ii) the value of the Transferred Assets (subject to certain deductions in accordance with the CB Legislation) is at all times at least equal to the Principal Amount Outstanding of the Covered Bonds, in each case as calculated and determined in accordance with the CB Legislation (which is the Mandatory Asset Quantity Test defined in this Securities Note). The Asset Cover Test is, amongst other things, used to comply with this Mandatory Asset Quantity Test.

In the Guarantee Support Agreement, each Originator jointly and severally with all other Originators undertakes to upon request of the SB2 CBC offer to transfer further Eligible Assets to the SB2 CBC. The SB2 CBC will only make such a request if it (or the Administrator on its behalf) determines that the Asset Cover Test, the Mandatory Liquidity Test or the Mandatory Asset Quantity Test has been breached under the Asset Monitor Agreement.

For the purposes hereof:

"Adjusted Aggregate Asset Amount" means $A + B + C + D - V - W - Y$.

"A" means the lower of:

- (a) the sum of all Adjusted Current Balances of all Transferred Receivables. The **"Adjusted Current Balance"** of a Transferred Receivable is the lower of:
 - (i) the Current Balance of such Transferred Receivable minus α ; and
 - (ii) the LTV Cut-Off Percentage of the Indexed Valuation relating to such Transferred Receivable, minus β ; and
- (b) the Asset Percentage of: the sum of the Current Balance minus α of all Transferred Receivables.

" α " means for each Transferred Receivable the lower of its Current Balance and the sum of the following elements, to the extent applicable to it:

- (i) if it falls under category 3 or 4 of the above Deduction Risk description and it relates to a Life Loan in respect of which the related Mixed Insurance Policy is entered into by the Borrower with a Relevant Insurer: an amount calculated on the basis of a method notified to the Rating Agencies in connection with the possible Deduction Risk;
- (ii) if it falls under category 4 of the above Deduction Risk description and it relates to a Savings Loan: an amount calculated on the basis of a method notified to the Rating Agencies related to the Savings and Accrued Savings Interest in connection with such Transferred Receivable, unless it concerns a Participation Receivable, in which case an amount equal to the relevant Participation is already deducted as part of the definition of Net Outstanding Principal Balance;
- (iii) if it falls under category 5 of the above Deduction Risk description: an amount calculated on the basis of a method notified to the Rating Agencies in connection with the possible Deduction Risk;
- (iv) if it corresponds to a Construction Deposit: the amount of the Construction Deposit;
- (v) if it is owed by a Borrower who has entered into a Loan Agreement pertaining to a Revolving Credit Loan, an amount calculated on the basis of a method notified to the Rating Agencies with respect to the maximum amount that can be drawn by such Borrower from time to time under that Loan Agreement;
- (vi) if it was in breach of the Receivable Warranties as of the relevant Transfer Date: such amount as is necessary to reduce its Adjusted Current Balance or Current Balance, as the case may be, to zero;
- (vii) if it is 3 months or more in arrears and it is not a Defaulted Receivable: such amount as is necessary to arrive at 30 per cent. of its Current Balance;
- (viii) if it is a Defaulted Receivable: such amount as is necessary to reduce its Current Balance to zero; and/or
- (ix) if it is a Bank Savings Receivable: the amount standing to the credit of the related Bank Savings Account, unless it concerns a Relevant Receivable, in which case an amount equal to the relevant Participation is already deducted as part of the definition of Net Outstanding Principal Balance.

"**β**" means for each Transferred Receivable the lower of (i) the LTV Cut-Off Percentage of its Indexed Valuation and (ii) α minus L. "L" means for each Transferred Receivable its Current Balance minus the LTV Cut-Off Percentage of its Indexed Valuation provided that if the result is negative, L shall be zero and if the result exceeds α , L shall equal α .

"**B**" means the aggregate amount of all Principal Receipts on the Transferred Receivables up to the end of the immediately preceding Calculation Period which have not been applied in accordance with the Trust Deed.

"**C**" means the aggregate amount of (i) all Transferred Collateral in cash which has not been applied in accordance with the Trust Deed and (ii) the amounts standing to the credit of the Reserve Fund Ledger and the Mandatory Liquidity Revenue Ledger.

"**D**" means the aggregate outstanding principal balance of all Transferred Collateral in Substitution Assets and accrued interest thereon which has not been applied in accordance with the Trust Deed. Substitution Assets will be valued on a monthly basis and be taken into account for their mark-to-market value at a discount based on a methodology notified to the Rating Agencies.

"**V**" means, in respect of each Series of Covered Bonds in respect of which no Total Return Swap is entered into by the SB2 CBC, for as long as (i) the Issuer's credit rating from any Rating Agency falls below any relevant minimum credit rating determined to be applicable or agreed by the relevant Rating Agency, being as at the Programme Date P-1(cr) by Moody's and (ii) the interest (expressed as a percentage per annum) payable in respect of the relevant Series of Covered Bonds exceeds the weighted average interest of all Transferred Assets, an amount equal to the higher of:

- (a) zero; and
- (b) the product of:
 - (i) the aggregate of (A) the interest (expressed as a percentage per annum) payable in respect of the relevant Series of Covered Bonds in respect of which no Total Return Swap is entered into by the SB2 CBC less (B) the weighted average interest of all Transferred Assets;
 - (ii) the remaining maturity in years of the relevant Series of Covered Bonds;
 - (iii) the aggregate Principal Amount Outstanding of the relevant Series of Covered Bonds.

For the purpose of calculating the interest payable by the SB2 CBC in respect of any Series of Covered Bonds which is a Floating Rate Covered Bond, the interest as most recently determined in respect of such Series of Covered Bonds shall be used.

"**W**" means:

- (a) if the Issuer's credit rating from any Rating Agency falls below any relevant minimum credit rating determined to be applicable or agreed by the relevant Rating Agency, being as at the Programme Date Baa1(cr) by Moody's, an amount equal to all principal payments and interest payments made by the Borrowers in respect of the Transferred Receivables during the calendar month immediately preceding the Calculation Date, in connection with commingling risk; or
- (b) if:
 - (i) the Issuer's credit rating from any Rating Agency is at least equal to any relevant minimum credit rating determined to be applicable or agreed by the relevant Rating Agency, being as at the Programme Date Baa1(cr) by Moody's; or
 - (ii) following the occurrence of a Notification Event, the relevant Borrowers have been notified of the assignment of the Receivables,

zero.

"**Y**" means, if any of the Issuer's credit ratings from any Rating Agency falls below any relevant minimum credit rating determined to be applicable or agreed by the relevant Rating Agency, being as at the Programme Date P-1 (short term) by Moody's and the related Borrower has a deposit with ING or any New Originator that engages in the business of, amongst other things, attracting or accepting deposits: an amount equal to the amount by which the aggregate deposits of such Borrower (other than any deposit relating to a Bank Savings Loan) exceeds EUR 100,000 (or such other amount which would not be advanced to a Borrower in accordance with the Dutch deposit guarantee scheme (*depositogarantiestelsel*)) (the "**Deposit Amount**").

"**Asset Percentage**" means 100 per cent. or such lower percentage figure as is determined from time to time in accordance with Clause 3.2 of the Asset Monitor Agreement as described above.

"**Automated Valuation Model**" is a valuation model provided by an independent external provider and is a statistically based computer programme that uses real estate information such as comparable sales, property characteristics, tax assessments, and price trends to provide an estimate of value for a specific property, the age of such estimate of value to be less than 18 months.

"**Index**" means the index of increases of house prices issued by the Land Registry in relation to residential properties in The Netherlands.

"**Indexed Valuation**" means in relation to any Transferred Receivable secured over any Property:

- (i) at any date on which the Market Value of that Property is available (which valuation the Issuer has in the Asset Monitor Agreement undertaken to endeavour to procure within four months of the relevant Transfer Date):
 - (a) when the Market Value of that Property is equal to or greater than the Price Indexed Valuation relating to the Market Value, the Price Indexed Valuation relating to the Market Value; or
 - (b) when the Market Value of that Property is less than the Price Indexed Valuation relating to the Market Value, the Market Value plus 90 per cent. (or, if a different percentage is required or sufficient from time to time for the Covered Bonds to comply with Article 129 CRR and the Issuer wishes to apply such different percentage, then such different percentage) (such percentage, the "**Relevant Market Value Percentage**") of the difference between such Price Indexed Valuation and the Market Value; or
- (ii) at any date on which the Market Value of that Property is not available,
 - (a) when the Original Market Value of that Property is equal to or greater than the Price Indexed Valuation relating to the Original Market Value, the Price Indexed Valuation relating to the Original Market Value; or
 - (b) when the Original Market Value of that Property is less than the Price Indexed Valuation relating to the Original Market Value, the Original Market Value plus 90 per cent. (or, if a different percentage is required or sufficient from time to time for the Covered Bonds to comply with Article 129 CRR and the Issuer wishes to apply such different percentage, then such different percentage) (such percentage, the "**Relevant OMV Percentage**") of the difference between such Price Indexed Valuation and the Original Market Value.

"**Land Registry**" means the relevant Dutch land registry (*Dienst van het Kadaster en de Openbare Registers*) where the ownership of the relevant Properties together with the Mortgages and any other Adverse Claims thereon are registered.

"**LTV Cut-Off Percentage**" means such percentage as is required from time to time for the Covered Bonds to comply with Article 129 CRR, currently being 80 per cent. for all Transferred Receivables.

"Market Value" in relation to any Property means, on any date, the value given to that Property by the most recent valuation calculated in accordance with the Automated Valuation Model.

"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 SB2 CBC or (b) if no valuation is available, the assessment by the Dutch tax authorities on the basis of the Valuation Immovable Property Act (*Wet Waardering Onroerende Zaken*, "**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 per cent. of the aggregate of the purchase price and building contract sum of the Property).

"Original Market Value" in relation to any Property means the Original Foreclosure Value divided by 0.90 (or, if a different fraction is required or sufficient from time to time for the Covered Bonds to comply with Article 129 CRR and the Issuer wishes to apply such different fraction, then such different fraction) (such fraction, the "**Relevant OMV Fraction**").

"Price Indexed Valuation" in relation to any Property at any date means the Market Value of that Property increased or decreased as appropriate by the increase or decrease in the Index since the date of the valuation of such Market Value, or, as the case may be, means the Original Market 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.

4.2 AMORTISATION TEST

Under the Asset Monitor Agreement and the Guarantee Support Agreement, the SB2 CBC shall use reasonable endeavours to procure that for so long as any Covered Bonds remain outstanding, on the last day of each Calculation Period following the service of a Notice to Pay (but prior to service of a SB2 CBC Acceleration Notice), the Amortisation Test Aggregate Asset Amount is in an amount at least equal to the aggregate Principal Amount Outstanding of the Covered Bonds as tested on the Calculation Date that immediately follows such Calculation Period (the "**Amortisation Test**").

If on a Calculation Date it is calculated that, following the service of a Notice to Pay, as at the last day of the Calculation Period immediately preceding such Calculation Date the Amortisation Test was not met, then that shall constitute a "**Breach of the Amortisation Test**" and the SB2 CBC (or the Administrator on its behalf) shall immediately notify the Trustee thereof, and the Trustee shall be entitled to serve a SB2 CBC Acceleration Notice under the Conditions.

Under the CB Legislation the Issuer will be required to ensure that, in addition to the Mandatory Liquidity Test, (i) a statutory minimum level of overcollateralisation of eligible cover assets is maintained and (ii) the value of the Transferred Assets (subject to certain deductions in accordance with the CB Legislation) is at all times at least equal to the Principal Amount Outstanding of the Covered Bonds, in each case as calculated and determined in accordance with the CB Legislation (which is the Mandatory Asset Quantity Test defined in this Securities Note). The Amortisation Test is, amongst other things, used to comply with this Mandatory Asset Quantity Test.

For this purpose:

"**Amortisation Test Aggregate Asset Amount**" means $A + B + D - V - Y$.

"**A**" means the sum of all Amortisation Test Current Balances of all Transferred Receivables. The "**Amortisation Test Current Balance**" of a Transferred Receivable is the lower of:

- (i) the Current Balance of such Transferred Receivable minus α ; and
- (ii) the LTV Cut-Off Percentage of the Indexed Valuation relating to such Transferred Receivable, minus β .

" **α** " means for each Transferred Receivable the lower of its Current Balance and the sum of the following elements, to the extent applicable to it:

- (i) if it falls under category 3 or 4 of the above Deduction Risk description and it relates to a Life Loan in respect of which the related Mixed Insurance Policy is entered into by the Borrower with a Relevant Insurer: an amount calculated on the basis of a method notified to the Rating Agencies in connection with the possible Deduction Risk;
- (ii) if it falls under category 4 of the above Deduction Risk description and it relates to a Savings Loan: an amount calculated on the basis of a method notified to the Rating Agencies related to the Savings and Accrued Savings Interest in connection with such Transferred Receivable, unless it concerns a Participation Receivable, in which case an amount equal to the relevant Participation is already deducted as part of the definition of Net Outstanding Principal Balance;
- (iii) if it falls under category 5 of the above Deduction Risk description: an amount calculated on the basis of a method notified to the Rating Agencies in connection with the possible Deduction Risk;
- (iv) if it corresponds to a Construction Deposit: the amount of the Construction Deposit;
- (v) if it is owed by a Borrower who has entered into a Loan Agreement pertaining to a Revolving Credit Loan, an amount calculated on the basis of a method notified to the Rating Agencies with respect to the maximum amount that can be drawn by such Borrower from time to time under that Loan Agreement;

- (vi) if it was in breach of the Receivable Warranties as of the relevant Transfer Date: such amount as is necessary to reduce its Adjusted Current Balance or Current Balance, as the case may be, to zero;
- (vii) if it is 3 months or more in arrears and it is not a Defaulted Receivable: such amount as is necessary to arrive at 30 per cent. of its Current Balance;
- (viii) if it is a Defaulted Receivable: such amount as is necessary to reduce its Current Balance to zero; and/or
- (ix) if it is a Bank Savings Receivable: the amount standing to the credit of the related Bank Savings Account, unless it concerns a Relevant Receivable, in which case an amount equal to the relevant Participation is already deducted as part of the definition of Net Outstanding Principal Balance.

"**β**" means for each Transferred Receivable the lower of (i) the LTV Cut-Off Percentage of its Indexed Valuation and (ii) α minus L. "**L**" means for each Transferred Receivable its Current Balance minus the LTV Cut-Off Percentage of its Indexed Valuation provided that if the result is negative, L shall be zero and if the result exceeds α , L shall equal α .

"**B**" means the amount of any cash standing to the credit of the AIC Account and the principal amount of any Authorised Investments (excluding any Revenue Receipts received in the immediately preceding Calculation Period).

"**D**" means the outstanding principal balance of any Substitution Assets. Substitution Assets will be valued on a monthly basis and be taken into account for their mark-to-market value at a discount based on a methodology provided by the Rating Agencies.

"**V**" means, in respect of each Series of Covered Bonds in respect of which no Total Return Swap is entered into by the SB2 CBC, for as long as (i) the Issuer's credit rating from any Rating Agency falls below any relevant minimum credit rating determined to be applicable or agreed by the relevant Rating Agency, being as at the Programme Date P-1(cr) by Moody's and (ii) the interest (expressed as a percentage per annum) payable in respect of the relevant Series of Covered Bonds exceeds the weighted average interest of all Transferred Assets, an amount equal to the higher of:

- (a) zero; and
- (b) the product of:
 - (i) the aggregate of (A) the interest (expressed as a percentage per annum) payable in respect of the relevant Series of Covered Bonds in respect of which no Total Return Swap is entered into by the SB2 CBC less (B) the weighted average interest of all Transferred Assets;
 - (ii) the remaining maturity in years of the relevant Series of Covered Bonds;
 - (iii) the aggregate Principal Amount Outstanding of the relevant Series of Covered Bonds.

For the purpose of calculating the interest payable by the SB2 CBC in respect of any Series of Covered Bonds which is a Floating Rate Covered Bond, the interest as most recently determined in respect of such Series of Covered Bonds shall be used.

"**Y**" means, if any of the Issuer's credit ratings from any Rating Agency falls below any relevant minimum credit rating determined to be applicable or agreed by the relevant Rating Agency, being as at the Programme Date P-1 (short term) by Moody's and the related Borrower has a deposit with ING or any New Originator that engages in the business of, amongst other things, attracting or accepting deposits: an amount equal to the amount by which the aggregate deposits of such Borrower (other than any deposit relating to a Bank Savings Loan) exceeds EUR 100,000 (or such other amount which would not be advanced to a Borrower in accordance with the Dutch deposit guarantee scheme (*depositogarantiestelsel*)).

"Authorised Investments" means any Substitution Asset which is permitted pursuant to the CB Legislation provided that such investment meets the following criteria:

- (i) 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 of 30 days or less and mature on or before the next following SB2 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 Programme Date and to the extent it is a Rating Agency, P-1 (short term) by Moody's and (b) the total exposure to such investments shall not exceed 20 per cent. of the aggregate Principal Amount Outstanding of all Covered Bonds then outstanding;
- (ii) 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 mature on or before the next following SB2 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 Programme Date and to the extent it is a Rating Agency, P-1 (short term) by Moody's;
- (iii) euro denominated government securities, euro demand or time deposits, certificates of deposit which have a remaining maturity date of more than 364 days 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 a minimum rating as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the Programme Date 'Aaa' by Moody's; and
- (iv) unless the ratings of the Issuer are downgraded below a minimum rating as determined to be applicable or agreed by a relevant Rating Agency from time to time (being as at the Programme Date P-2 (short-term) by Moody's) in which case such investments must have a remaining maturity date of 30 days or less and mature on or before the next following SB2 CBC Payment Date.

4.3 SALE OR REFINANCING OF SELECTED ASSETS

Sale or refinancing of Selected Receivables

Required and permitted sales or refinancings

The Asset Monitor Agreement provides that the SB2 CBC shall sell or refinance Selected Receivables following the service of a Notice to Pay and an Issuer Acceleration Notice, but prior to the service of a SB2 CBC Acceleration Notice, if on any date the Earliest Maturing Covered Bonds have an Extended Due for Payment Date which falls within twelve months, or such other date as the Trustee may approve, of such date. In addition to selling or refinancing Selected Receivables in respect of the Earliest Maturing Covered Bonds, the SB2 CBC is permitted to also sell or refinance Selected Receivables, in respect of other Series following the service of a Notice to Pay and an Issuer Acceleration Notice, but prior to the service of a SB2 CBC Acceleration Notice.

The proceeds from any such sale or refinancing will, in the case of each Participation Receivable after deduction of an amount equal to the relevant Redemption Amount, be credited to the AIC Account Principal Ledger and applied as set out in the Post-Notice-to-Pay Priority of Payments.

Selection of Selected Receivables

If the SB2 CBC is required or permitted to sell or refinance Selected Receivables as abovementioned, the Asset Monitor Agreement provides that the SB2 CBC shall ensure that (a) Selected Receivables will be selected on a random basis as described in the Asset Monitor Agreement, (b) no more Selected Receivables will be selected than are necessary for the estimated sale or refinancing proceeds to equal the Adjusted Required Redemption Amount and (c) the Amortisation Test is not breached following the sale or refinancing of the relevant Selected Receivables.

Sale or refinancing price

If the SB2 CBC is required or permitted to sell or refinance Selected Receivables as abovementioned, the SB2 CBC will offer the portfolio of Selected Receivables (or part of such portfolio) for sale to Purchasers for the best price, or seek to refinance the portfolio of Selected Receivables (or part of such portfolio) on the best terms, reasonably available but in any event for an amount not less than the Adjusted Required Redemption Amount plus, in the case of Participation Receivables, an amount equal to the aggregate Participations (or, in the case of a partial portfolio, for an amount not less than that part of the relevant Adjusted Required Redemption Amount which bears the same proportion to such Adjusted Required Redemption Amount as the aggregate principal amount of the partial portfolio bears to the aggregate principal amount of the relevant entire portfolio of Selected Receivables (plus for each Participation Receivable included in such partial portfolio, an amount equal to the relevant Participation)).

If and to the extent the Selected Receivables have not been sold or refinanced in an amount equal to the Adjusted Required Redemption Amount plus, in the case of each Participation Receivable, an amount equal to the relevant Participation by the date which is six months prior to the Extended Due for Payment Date of the Earliest Maturing Covered Bonds (after taking into account all payments, provisions and credits to be made in priority thereto), then the SB2 CBC will (i) offer the Selected Receivables for sale for the best price reasonably available or (ii) seek to refinance the Selected Receivables on the best terms reasonably available, notwithstanding that such amount may be less than the Adjusted Required Redemption Amount plus, in the case of each Participation Receivable, an amount equal to the relevant Participation.

Sale or refinancing process

In each case the SB2 CBC will be obliged to sell or refinance Selected Receivables in accordance with the Asset Monitor Agreement (as described below), subject to the rights of pre-emption enjoyed by the Originators to purchase the Selected Receivables pursuant to the Guarantee Support Agreement.

With respect to each contemplated sale or refinancing of Selected Receivables referred to above, the SB2 CBC will through a tender process appoint a portfolio manager of recognised standing on a basis intended

to incentivise the portfolio manager to achieve the best price for the sale or best terms for the refinancing of the Selected Receivables (if such terms are commercially available in the market) to advise it in relation to the sale or refinancing of the Selected Receivables to Purchasers (except where the Originators are buying the Selected Receivables in accordance with their right of pre-emption in the Guarantee Support Agreement). The terms of the agreement giving effect to the appointment in accordance with such tender shall be approved by the Trustee.

In respect of any sale or refinancing of Selected Receivables following the service of a Notice to Pay and an Issuer Acceleration Notice, but prior to the service of a SB2 CBC Acceleration Notice, the SB2 CBC will instruct the portfolio manager to use all reasonable endeavours to procure that Selected Receivables are sold or refinanced as quickly as reasonably practicable (in accordance with the recommendations of the portfolio manager) taking into account the market conditions at that time, the scheduled repayment dates of the Transferred Receivables, the scheduled repayment dates of the Covered Bonds and the terms of the Guarantee Support Agreement and the Asset Monitor Agreement.

The terms of any sale and purchase agreement with respect to the sale of Selected Receivables or the terms of any refinancing will be subject to the prior written approval of the Trustee.

If Purchasers accept the offer or offers from the SB2 CBC, then the SB2 CBC will, subject to the foregoing paragraph, enter into a sale and purchase agreement with the relevant Purchasers which will require, among other things, a cash payment from the relevant Purchasers.

Any such sale or any refinancing will not include any representations or warranties from the SB2 CBC in respect of the Selected Receivables unless expressly agreed by the Trustee.

Sale of Substitution Assets

The Asset Monitor Agreement provides that the SB2 CBC (or the Administrator on its behalf) shall sell all Transferred Assets that consist of Substitution Assets as quickly as reasonably practicable, subject to the pre-emption rights enjoyed by the Originators pursuant to the Guarantee Support Agreement, in each of the following circumstances:

- (i) following service of an Issuer Acceleration Notice and a Notice to Pay; or
- (ii) upon a downgrade of the Issuer's short term credit rating below a minimum short term credit rating as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the Programme Date and to the extent it is a Rating Agency, P-2 by Moody's.

For the purposes hereof:

"Adjusted Required Redemption Amount" means an amount equal to the Required Redemption Amount of the Earliest Maturing Covered Bonds less amounts standing to the credit of the AIC Account and the principal amount of any Authorised Investments and Substitution Assets (excluding all amounts to be applied on the following SB2 CBC Payment Date to repay higher ranking amounts in the Post-Notice-to-Pay Priority of Payments and those amounts that are required to repay any Series which have their Extended Due for Payment Date prior to or in the same SB2 CBC Payment Period as the Extended Due for Payment Date of the relevant Series).

"Earliest Maturing Covered Bonds" means at any time the relevant Series that has the earliest Extended Due for Payment Date as specified in the applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to the occurrence of a SB2 CBC Event of Default).

"Purchaser" means any third party or any Originator to whom the SB2 CBC offers to sell Selected Receivables pursuant to the Asset Monitor Agreement.

4.4 ASSET MONITOR

Under the terms of an asset monitor appointment agreement entered into on the Programme Date between Ernst & Young Accountants LLP (the "**Asset Monitor**"), the SB2 CBC, the Administrator, the Issuer and the Trustee (such asset monitor appointment agreement as amended and/or supplemented and/or restated from time to time, the "**Asset Monitor Appointment Agreement**"), the Asset Monitor has agreed, subject to due receipt of the information to be provided by the Administrator to the Asset Monitor, to conduct agreed upon procedures on the arithmetic accuracy of the calculations performed by the Administrator in respect of the Asset Cover Test and the Amortisation Test with a view to report factual findings, with regard to such calculations.

The Asset Monitor will conduct such agreed upon procedures (i) in respect of the Asset Cover Test, on the Programme Date and the Calculation Date immediately preceding each anniversary of the Programme Date; and (ii) in respect of the Amortisation Test, on each Calculation Date following the service of a Notice to Pay. If the unsecured, unguaranteed and unsubordinated debt obligation ratings of the Issuer or the Administrator fall below any of the Minimum Required Ratings, the Asset Monitor will be required to conduct such agreed upon procedures in respect of the Asset Cover Test on each Calculation Date, unless and until the Administrator and/or the Issuer regains an unsecured, unguaranteed and unsubordinated debt obligation rating of the Minimum Required Rating, following which the relevant agreed upon procedures will be conducted by the Asset Monitor in accordance with (i) above.

Following the report of factual findings by the Asset Monitor on the calculations performed by the Administrator such that (a) the Asset Cover Test has been failed on the last day of an applicable Calculation Period (where the Administrator had recorded it as being satisfied) or (b) the Adjusted Aggregate Asset Amount or the Amortisation Test Aggregate Asset Amount is misstated by an amount exceeding 1 per cent. of the Adjusted Aggregate Asset Amount or the Amortisation Test Aggregate Asset Amount, as applicable, (as at the last day of the applicable Calculation Period), the Asset Monitor will be required to conduct such agreed upon procedures for each of the four consecutive Calculation Dates thereafter.

The Asset Monitor is entitled, in the absence of manifest error, to assume that all information provided to it by the Administrator for the purpose of conducting such agreed upon procedures is true and correct and is complete and not misleading, and is not required to verify the accuracy of any such information. The results of the agreed upon procedures conducted by the Asset Monitor will be delivered to the Administrator, the SB2 CBC, the Issuer, the Trustee and the Rating Agencies (the "**Asset Monitor Report**") in accordance with the Asset Monitor Appointment Agreement. If the calculations performed by the Administrator have not been performed correctly, the Asset Monitor Report shall set out the factual findings of the Asset Cover Test or Amortisation Test, as applicable.

In addition, subject to the terms of the Asset Monitor Agreement, the Asset Monitor will perform mandatory annual agreed upon procedures (i) in respect of the calculations of the Mandatory Asset Quantity Test and Mandatory Liquidity Test pursuant to the CB Legislation and (ii) for so long as required pursuant to the CB Legislation, in respect of certain loan files relating to the Portfolio, each in accordance with the requirements of the CB Legislation.

Under the terms of the Asset Monitor Appointment Agreement the SB2 CBC will pay to the Asset Monitor a fee per agreed upon procedure to be performed by the Asset Monitor.

The SB2 CBC may, at any time, but subject to the prior written consent of the Trustee, terminate the appointment of the Asset Monitor by providing at least 30 days' prior written notice to the Asset Monitor, provided that such termination may not be effected unless and until a replacement asset monitor has been found by the SB2 CBC (such replacement to be approved by the Trustee unless the replacement is an accountancy firm of international standing) which agrees to perform the duties (or substantially similar duties) of the Asset Monitor set out in the Asset Monitor Appointment Agreement.

If a replacement asset monitor has not been found by the SB2 CBC within 30 days of the giving of notice of termination by the SB2 CBC, the Asset Monitor may identify a replacement (such replacement to be

approved by the Trustee unless the replacement is an accountancy firm of international standing) which agrees to perform the duties of the Asset Monitor set out in the Asset Monitor Appointment Agreement.

The Asset Monitor may, at any time, resign from its appointment under the Asset Monitor Appointment Agreement upon providing the SB2 CBC and the Trustee (copied to the Rating Agencies) with 60 days' prior written notice provided that such resignation may not be effected unless and until a replacement has been found by the SB2 CBC (such replacement to be approved by the Trustee unless the replacement is an accountancy firm of international standing) which agrees to perform the duties (or substantially similar duties) of the Asset Monitor set out in the Asset Monitor Appointment Agreement.

If a replacement asset monitor has not been found by the SB2 CBC within 40 days of notice of resignation by the Asset Monitor, the Asset Monitor shall immediately use its best endeavours to propose a replacement (such replacement to be approved by the Trustee unless the replacement is an accountancy firm of international standing) which agrees to perform the duties (or substantially similar duties) of the Asset Monitor set out in the Asset Monitor Appointment Agreement.

In the Trust Deed the Trustee agrees to, upon receipt of each Monthly Investor Report, verify whether it states that the Asset Cover Test has been passed or failed.

5 SERVICING AND CUSTODY

5.1 SERVICING

Pursuant to the terms of a servicing agreement entered into on the Programme Date between the SB2 CBC, the Initial Originator, the Bank (in its capacity as servicer, the "**Initial Servicer**") and the Trustee (such initial servicing agreement as amended and/or supplemented and/or restated from time to time, the "**Initial Servicing Agreement**"), the Initial Servicer has agreed to service on behalf of the SB2 CBC the Initial Portfolio and the New Receivables, unless any New Originator and the Initial Servicer agree that such New Originator or a third party servicer shall act as servicer in relation to Eligible Receivables transferred by such New Originator to the SB2 CBC subject to fulfilling the Servicer Criteria (as described below).

If the Initial Servicer is to service the Eligible Receivables transferred by such New Originator, this will be provided for through an amendment to the Initial Servicing Agreement. If it is agreed that the New Originator or third party servicer will service, on behalf of the SB2 CBC, the New Receivables transferred by such New Originator to the SB2 CBC, then a servicing agreement will be entered into between such New Originator or third party servicer, as applicable, (in its capacity as servicer, the "**New Servicer**" and, together with the Initial Servicer and any other New Servicer, a "**Servicer**"), the SB2 CBC and the Trustee on substantially the same terms as the Initial Servicing Agreement so that each New Servicer has substantially the same rights and obligations as the Initial Servicer (each a "**New Servicing Agreement**" and, together with the Initial Servicing Agreement, a "**Servicing Agreement**").

By acquiring the Eligible Receivables, the SB2 CBC is deemed to provide consumer credit, which is a licensable activity under the Wft. The SB2 CBC can rely on an exemption from this licence requirement, if the SB2 CBC outsources the servicing of the Eligible Receivables and the administration thereof to an entity which is adequately licensed under the Wft to act as consumer credit offeror or intermediary and which complies with certain information duties towards the Borrowers. Pursuant to the Initial Servicing Agreement, the SB2 CBC outsources the servicing and administration of the Eligible Receivables to the Initial Servicer. In the Initial Servicing Agreement, the Initial Servicer represents and warrants that it is, and covenants that it shall remain, adequately licensed under the Wft to act as consumer credit offeror or intermediary and undertakes to comply with the information duties towards the Borrowers under or pursuant to the Wft. Furthermore, the Initial Servicer has covenanted that it shall only engage any sub-contractor with due observance of the applicable rules under the Wft. If the Initial Servicing Agreement is terminated, the SB2 CBC will need to appoint a New Servicer which must be adequately licensed in order for the SB2 CBC to keep the benefit of exemptive relief. The Initial Servicing Agreement stipulates that the Initial Servicer may only terminate the Initial Servicing Agreement if a New Servicer is appointed prior to such termination which holds the requisite licences, including being duly licensed under the Wft to act as consumer credit offeror or intermediary.

Each Servicer will be required to:

- (i) administer the relevant Transferred Receivables in accordance with the relevant Originator's Servicing Manual and the relevant Servicing Agreement;
- (ii) collect as agent for the SB2 CBC and, following the occurrence of a SB2 CBC Event of Default, for the Trustee, all amounts due under each Transferred Receivable; and
- (iii) use all reasonable endeavours to collect all payments due under or in connection with the Transferred Receivable and to enforce all covenants and obligations of each Borrower in accordance with the Enforcement Procedures and take such action as is not materially prejudicial to the interests of the SB2 CBC and in accordance with such actions that a Reasonable Prudent Lender would undertake.

Each Servicer will have the power to exercise the rights, powers and discretions and to perform the duties of the SB2 CBC in relation to the Receivables that it is servicing pursuant to the terms of the relevant Servicing Agreement, and to do anything which it reasonably considers necessary or convenient or incidental to the administration of those Receivables.

Each Servicer has undertaken or will undertake, as the case may be, to, among other things, perform the services listed below (the "**Services**") in relation to those Receivables that it is servicing, and to:

- assist the Administrator in the preparation of Monthly Investor Reports in accordance with the Administration Agreement and deliver, in respect of each Calculation Period, to the SB2 CBC and the Trustee as soon as such information becomes available (but in any event no later than five Business Days prior to the immediately following Calculation Date) all portfolio characteristics and other information relating to the Transferred Receivables reasonably required to complete the relevant Monthly Investor Report;
- keep records and books of account on behalf of the SB2 CBC in relation to the Transferred Receivables;
- notify relevant Borrowers of any change in their payments;
- assist the auditors of the SB2 CBC and provide information to them upon reasonable request;
- notify relevant Borrowers of any other matter or thing which the applicable Loan Agreement require them to be notified of in the manner and at the time so required;
- subject to the provisions of the relevant Servicing Agreement take all reasonable steps to recover all sums due to the SB2 CBC including without limitation by the institution of proceedings and/or the enforcement of any Transferred Receivable;
- to the extent permitted under applicable data protection and other laws, provide on a timely basis to the Rating Agencies all information which is reasonably required in order for the Rating Agencies to be able to establish their credit estimates at all reasonable times upon reasonable notice subject to the relevant Servicer being reasonably capable of providing such information without significant additional cost;
- make all calculations and render all other services required for compliance with any Further Master Transfer Agreements and any Master Sub-Participation Agreements;
- take all other action and do all other things which it would be reasonable to expect a Reasonable Prudent Lender to do in administering the Transferred Receivables and the Related Security;
- act as collection agent on behalf of the SB2 CBC in accordance with the provisions of the Servicing Agreement; and
- make all preparations and recordings and conduct ancillary activities necessary to effect any (re) transfer of Receivables to or by the SB2 CBC.

The Initial Servicer will represent and warrant that it is, and covenants that it shall remain, adequately licensed under the Wft to act as consumer credit offeror or intermediary and covenants to comply with the information duties towards the Borrowers under or pursuant to the Wft. Furthermore, the Initial Servicer will covenant that it shall only engage any sub-contractor with due observance of the applicable rules under the Wft. The Initial Servicer may only terminate the Initial Servicing Agreement if a New Servicer has been appointed prior to such termination which holds the requisite licences, including being duly licensed under the Wft to act as consumer credit offeror or intermediary.

The Initial Servicer also undertakes that within 60 days of the Initial Servicer ceasing to be assigned a long term unsecured, unguaranteed and unsubordinated debt obligation rating of at least the Minimum Servicer Ratings, it will use reasonable efforts to procure that the parties to the Servicing Agreement enter into a master servicing agreement with a third party in such form as the SB2 CBC and the Trustee shall reasonably require.

The SB2 CBC will pay to the Initial Servicer a servicing fee as agreed in the Initial Servicing Agreement. Fees payable to New Servicers and/or the Initial Servicer acting as Servicer in respect of Receivables transferred by New Originators to the SB2 CBC will be determined on the date that they accede to the Programme.

"Enforcement Procedures" means the procedures for the enforcement of the Receivables undertaken by a Servicer from time to time in accordance with the relevant Originator's Servicing Manual.

"Minimum Servicer Ratings" 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 Programme Date and to the extent it is a Rating Agency, Baa3 by Moody's.

"Servicing Manual" means the servicing and administration manuals of the relevant Originator 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 "*Hypotheek Beheerbeleid*" and "*Global Collections Policy*", as amended, supplemented, restated or otherwise modified or replaced from time to time and which would be acceptable to a Reasonable Prudent Lender.

5.2 SERVICERS

The SB2 CBC and the Trustee may, upon written notice to the relevant Servicer, terminate the relevant Servicer's rights and obligations immediately if any of the following events (a "**Servicer Event of Default**") occurs:

- the relevant Servicer defaults in the payment of any amount due to the SB2 CBC under the relevant Servicing Agreement and fails to remedy that default for a period of 7 days after the earlier of the relevant Servicer becoming aware of the default and receipt by the relevant Servicer of written notice from the Trustee or the SB2 CBC requiring the same to be remedied;
- the relevant Servicer fails to comply with any of its other obligations under the Servicing Agreement which failure in the opinion of the Trustee is materially prejudicial to Covered Bondholders and does not remedy that failure within 14 days after the earlier of the relevant Servicer becoming aware of the failure and receipt by the relevant Servicer of written notice from the Trustee or the SB2 CBC requiring the same to be remedied;
- the relevant Servicer is subjected to a bankruptcy (*faillissement*) or, if applicable, suspension of payments (*surseance van betaling*) (the "**Dutch Insolvency Proceedings**") or any equivalent or analogous proceeding under the laws of any other jurisdiction (together with the Dutch Insolvency Proceedings, the "**Insolvency Proceedings**"); or
- at any time it becomes unlawful for the relevant Servicer to perform all or a material part of its obligations under the relevant Servicing Agreement or the relevant Servicer ceases to be duly licensed to act as consumer credit offeror or intermediary pursuant to the Wft.

Subject to the fulfilment of a number of conditions, a Servicer may voluntarily resign by giving not less than 12 months' notice to the Trustee and the SB2 CBC provided that a substitute servicer who meets the Servicer Criteria has been appointed and enters into a servicing agreement with the SB2 CBC which meets the relevant requirements of the Applicable Data Protection Laws and is otherwise substantially on the same terms as the Initial Servicing Agreement, prior to such resignation becoming effective. The resignation of a Servicer is conditional on the resignation having no adverse effect on the then current ratings of the Covered Bonds unless the Covered Bondholders agree otherwise by a Programme Resolution.

If the appointment of a Servicer is terminated, the relevant Servicer must deliver the Borrower files and other documentation held by it relating to the Transferred Receivables administered by it to, or at the direction of, the SB2 CBC. The relevant Servicing Agreement will terminate at such time as the SB2 CBC has no further interest in any of the Transferred Receivables serviced under the relevant Servicing Agreement.

A Servicer may sub-contract the performance of its duties under the Servicing Agreement provided that it meets conditions as set out in the relevant Servicing Agreement.

Each new Servicer and any assignee or transferee of an existing Servicer will have to fulfil, among other things, the following criteria (the "**Servicer Criteria**"):

- (a) it has experience with and systems capable of administering portfolios of residential mortgage loans in The Netherlands, complies with Rating Agency servicer criteria and is approved by the SB2 CBC and the Trustee;
- (b) it enters into an agreement substantially on the same terms as the Initial Servicing Agreement;
- (c) it has all necessary consents, licences, authorities and approvals required under Dutch law (including the Wft) which may be necessary in connection with the performance of the Services; and
- (d) the then current ratings of the Covered Bonds are not adversely affected by the appointment of the new Servicer.

For the purposes of this Section:

"Applicable Data Protection Laws" means (i) the European General Data Protection Regulation 2016/679 and (ii) any applicable European Union or Member State law relating to data protection or the privacy of individuals.

5.3 CUSTODY

If Substitution Assets are transferred to the SB2 CBC, the SB2 CBC will appoint a custodian to provide custody services in relation to such Substitution Assets. The Substitution Assets will be serviced in accordance with a custody agreement to be entered into between the SB2 CBC and an eligible custodian (the "**Custody Agreement**") the terms and conditions of which will be agreed with the Trustee.

6 SWAPS

In order to hedge certain interest rate in respect of amounts received by the SB2 CBC under, on or in respect of the Transferred Receivables, the AIC Account, the Authorised Investments and the Substitution Assets and/or amounts payable by the SB2 CBC under the Guarantee to the Covered Bondholders in respect of the Covered Bonds, the SB2 CBC may from time to time enter into swap transactions with one or more Swap Providers, including total return swap transactions and interest rate swap transactions.

The SB2 CBC is only permitted to enter into Swap Agreements and transactions thereunder with either (i) the Bank or (ii) third party Eligible Swap Provider, as the case may be (each a "**Swap Provider**"). All such Swap Agreements will be required to be in form and substance acceptable each of the SB2 CBC and the Trustee and subject to Rating Agency Confirmation. A Swap Agreement may govern the terms of one or more Total Return Swap(s) and one or more Interest Rate Swap(s).

There is no requirement for the SB2 CBC or the relevant Eligible Swap Provider to enter into a Swap Agreement for each Swap separately.

Pursuant to the provisions of the Trust Deed and the relevant Swap Agreements, regardless of whether a Notification Event has occurred, unless and until (a) both an Issuer Acceleration Notice and a Notice to Pay are served or (b) a SB2 CBC Acceleration Notice is served, all amounts to be paid and received by the SB2 CBC under the relevant Swap Agreement will be paid and received on behalf of the SB2 CBC by the Issuer. However, any amounts of collateral payable by a relevant Swap Provider to the SB2 CBC (or, returned by the SB2 CBC to the relevant Swap Provider, as the case may be) will be paid directly by the relevant Swap Provider to the SB2 CBC (or by the SB2 CBC to the relevant Swap Provider, as the case may be), regardless of whether an Issuer Acceleration Notice, Notice to Pay or SB2 CBC Acceleration Notice is served or whether a Notification Event has occurred.

Minimum Rating of Swap Provider

Unless otherwise agreed (subject to Rating Agency Confirmation), the terms of a Swap Agreement may provide, in the event that the rating(s) of the Swap Provider is below, or is downgraded by a Rating Agency below, the minimum rating(s) specified in such Swap Agreement for that Swap Provider (in accordance with the requirements of the relevant Rating Agency), that Swap Provider must, in accordance with such Swap Agreement, be required to take certain remedial measures which may include:

- (a) providing collateral for its obligations under such Swap Agreement;
- (b) arranging for its obligations under such Swap Agreement to be transferred to an entity with the ratings required by the relevant Rating Agency;
- (c) procuring another entity with the ratings required by the relevant Rating Agency to become co-obligor or guarantor in respect of its obligations under such Swap Agreement; or
- (d) taking such other action or putting in place such alternative hedging as it may agree with the relevant Rating Agency (subject to Rating Agency Confirmation).

Also, the terms of a Swap Agreement may provide that failure to take such steps within the time periods specified in the relevant Swap Agreement will allow the SB2 CBC to terminate such Swap Agreement.

Other Termination Events

Unless otherwise agreed (subject to Rating Agency Confirmation), the terms of a Swap Agreement will provide that such Swap Agreement may also be terminated early in certain other circumstances, including (without limitation):

- (a) at the option of either party to such Swap Agreement, if there is a failure by the other party to pay any amounts due under such Swap Agreement and any applicable grace period has expired;

- (b) upon the occurrence of an insolvency of the Swap Provider, or any guarantor, or the merger of one of the parties without an assumption of the obligations under such Swap Agreement (except in respect of the security interests created by the SB2 CBC in favour of the Trustee in accordance with the Security Documents);
- (c) if there is a change of law or change in application of the relevant law which results in the SB2 CBC or the relevant Swap Provider (or both) being obliged to make a withholding or deduction on account of a tax on a payment to be made by such party to the other party under such Swap Agreement and the relevant Swap Provider thereby being required under the terms of such Swap Agreement to gross up payments made to the SB2 CBC, or to receive net payments from the SB2 CBC (which is not required under the terms of such Swap Agreement to gross up payments made to the Swap Provider); and
- (d) if there is a change in law which results in the illegality of the obligations to be performed by either party under such Swap Agreement.

Upon the termination of the relevant Swap Agreement, the SB2 CBC or the relevant Swap Provider may be liable to make a termination payment to the other party in accordance with the provisions of such Swap Agreement. The amount of this termination payment will be calculated and made in euro.

For the purpose hereof:

"Eligible Swap Provider" means a financial institution which is permitted under Dutch law to enter into derivative contracts with Dutch residents and whose unsecured, unsubordinated and unguaranteed debt obligations are rated not lower than the ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the Programme Date (if no remedial action would be taken as provided for in the relevant Swap Agreement) a counterparty risk assessment of 'P-2' (short-term) from Moody's and 'A3' (long-term) from Moody's.

"Swap Agreements" means an ISDA master agreement, together with the relevant schedule, confirmation(s) and any credit support annex from time to time, entered into between the SB2 CBC, a Swap Provider and the Trustee, governing one or more Swaps in form and substance acceptable to each of the SB2 CBC and the Trustee and subject to Rating Agency Confirmation, including each Total Return Swap Agreement and Interest Rate Swap Agreement.

"Swap Provider Default" means the occurrence of an Event of Default or Termination Event (each as defined in the relevant Swap Agreement) where the relevant Swap Provider is the Defaulting Party or the sole Affected Party (each as defined in such Swap Agreement).

6.1 TOTAL RETURN SWAP

In order to hedge the risk of possible mismatches on a monthly basis between:

- (a) the rates of interest or revenues on the Transferred Receivables, the Authorised Investments, the Substitution Assets and the balance of the AIC Account; and
- (b) the Agreed Base Reference Rate,

the SB2 CBC and one or more Swap Providers (each in its capacity as total return swap provider, a "**Total Return Swap Provider**") and the Trustee (in respect of certain provisions) may enter into one or more swap agreements and total return swap transactions in form and substance acceptable to each of the SB2 CBC and the Trustee and subject to Rating Agency Confirmation (each a "**Total Return Swap**" and together with such swap agreement, a "**Total Return Swap Agreement**").

A Total Return Swap may be entered into by the SB2 CBC in respect of all or part of the Transferred Receivables, Authorised Investments and Substitution Assets acquired by the SB2 CBC from time to time and the balance of the AIC Account from time to time, to ensure that certain interest rate and revenue risks in respect of such Transferred Receivables, Authorised Investments, Substitution Assets and the balance of the AIC Account are hedged.

A Total Return Swap may provide that in case of a sale or refinancing of Selected Receivables, the prospective purchaser of such Selected Receivables (provided that such purchaser has been approved by a Total Return Swap Provider) has the option to elect for the rights and obligations of the SB2 CBC under a Total Return Swap (or part thereof) relating to such Selected Receivables to be transferred to it and such Swap Agreement permits the SB2 CBC to make such transfer subject to certain conditions, as specified in such Swap Agreement. If the prospective purchaser elects for the rights and obligations of the SB2 CBC under a Total Return Swap (or part thereof) relating to such Selected Receivables not to be transferred to it (or does elect for such transfer but such transfer is not possible due to non-compliance with the relevant conditions specified in such Swap Agreement), the Total Return Swap (or part thereof) relating to such Selected Receivables will be terminated.

6.2 INTEREST RATE SWAPS

In order to hedge the risk (provided that there is such a risk) of any possible mismatches between:

- (a) the Agreed Base Reference Rate; and
- (b) the rate of interest payable under any Series,

the SB2 CBC, one or more Swap Providers (each in its capacity as an interest rate swap provider, an **"Interest Rate Swap Provider"**) and the Trustee (in respect of certain provisions) may enter into one or more swap agreements and interest rate swap transactions in relation to one or more Series, in form and substance acceptable to each of the SB2 CBC and the Trustee and subject to Rating Agency Confirmation (each an **"Interest Rate Swap"** and together with the any such swap agreement, an **"Interest Rate Swap Agreement"**) in relation to the relevant Series. Any Total Return Swaps and Interest Rate Swaps are together referred to as the **"Swaps"**.

Unless otherwise agreed in an Interest Rate Swap Agreement, the following payments are to be made under an Interest Rate Swap entered into in respect of a Series:

- (a) on or before each Interest Payment Date, the relevant Interest Rate Swap Provider must pay the SB2 CBC an amount equal to the product of (i) the aggregate Principal Amount Outstanding of such Series as at the preceding Interest Payment Date and (ii) the relevant swap rate corresponding to the interest rate payable on or interest basis applicable to such Series (as may be amended pursuant to the Swap Undertaking Letter); and
- (b) on each Floating Rate Payer Payment Date, the SB2 CBC must pay to the Interest Rate Swap Provider an amount equal to the product of (i) the aggregate Principal Amount Outstanding of such Series as at the preceding Interest Payment Date and (ii) the sum of the Agreed Base Reference Rate and the Spread (as defined in the relevant Interest Rate Swap Agreement).

Unless otherwise agreed in an Interest Rate Swap Agreement, each Interest Rate Swap will terminate on the Extended Due for Payment Date in respect of the relevant Series or, if earlier, on the Final Maturity Date of the relevant Series or an Interest Payment Date falling after such Final Maturity Date but prior to such Extended Due for Payment Date if on such date all outstanding Final Redemption Amounts or Guaranteed Final Redemption Amounts (as the case may be) in respect of the relevant Series have been paid in full, subject to the early termination provisions of such Interest Rate Swap Agreement as outlined above.

For the purpose of this Section 6.2 **"Floating Rate Payer Payment Date"** means the floating rate payer payment date as defined in the relevant confirmation for the relevant Interest Rate Swap Agreement, which is expected to be the SB2 CBC Payment Date.

7 CASHFLOWS

- (A) For as long as no Notification Event has occurred and no Notice to Pay or SB2 CBC Acceleration Notice has been served:
- (a) pursuant to the Guarantee Support Agreement, any proceeds from the Transferred Assets will be received and retained by the Originators for their own benefit; and
 - (b) pursuant to the Trust Deed, the following will apply:
 - (i) all costs and expenses of the SB2 CBC (including for the avoidance of doubt the minimum taxable profit to be deposited in the Capital Account) will be paid on behalf of the SB2 CBC by the Issuer for its own account, as consideration for the SB2 CBC assuming the Guarantee;
 - (ii) all amounts to be paid and received, respectively, by the SB2 CBC under any Swap Agreement or, if applicable, Further Master Transfer Agreement and/or Master Sub-Participation Agreement will be paid and received, respectively, on behalf of the SB2 CBC by the Issuer for its own account (except that any collateral to be provided by a Swap Provider following its downgrade will be delivered to the SB2 CBC irrespective of whether any Notification Event has occurred or any Notice to Pay or SB2 CBC Acceleration Notice has been served at such time and, accordingly, any payments or deliveries to be made in respect of any such collateral arrangements shall be made directly between the SB2 CBC and the relevant Swap Provider); and
 - (iii) on each SB2 CBC Payment Date, the SB2 CBC or the Administrator on its behalf will distribute all amounts (if any) then standing to the credit of the SB2 CBC Accounts, but excluding any amounts standing to the credit of the Swap Collateral Ledger and, to the extent amounts are required to be maintained thereon in accordance with the Administration Agreement, the Asset Monitor Agreement or the Trust Deed, the Reserve Fund Ledger and the Mandatory Liquidity Revenue Ledger, to the Issuer or, if the Issuer is subject to an Insolvency Proceeding, any Originator which is not subject to an Insolvency Proceeding to the extent permitted by the Asset Cover Test and the Mandatory Asset Quantity Test. The SB2 CBC need not concern itself as to how such proceeds are allocated between the Issuer and the Originators; and
 - (c) pursuant to the Trust Deed, unless and until the Issuer has a minimum credit rating as determined to be applicable or agreed by each relevant Rating Agency from time to time, as at the Programme Date, from Moody's of at least 'P-1' (short term), the SB2 CBC will be required to maintain a reserve fund (the "**Reserve Fund**") on the AIC Account (which Reserve Fund is administered through the Reserve Fund Ledger) which will be credited by the Issuer with an amount equal to the Reserve Fund Required Amount and such further amounts as are necessary from time to time to ensure that an amount up to the Reserve Fund Required Amount is credited to the Reserve Fund for as long as the above rating trigger is breached. The Issuer will do so as consideration for the SB2 CBC assuming the Guarantee.
- (B) If a Notification Event occurs or a Notice to Pay or SB2 CBC Acceleration Notice is served on the SB2 CBC:
- (a) pursuant to the Guarantee Support Agreement, the SB2 CBC shall, subject to the rights of the Trustee as pledgee, be entitled to receive for its own benefit all proceeds of the Transferred Assets to the extent relating to the period following such Notification Event or service of such Notice to Pay or SB2 CBC Acceleration Notice;

- (b) pursuant to the Trust Deed, the following will apply:
 - (i) if a Notification Event has occurred but no Notice to Pay or SB2 CBC Acceleration Notice has been served, all costs, expenses, Swaps, Further Master Transfer Agreements and Master Sub-Participation Agreements will continue to be settled on behalf of the SB2 CBC by the Issuer as abovementioned and all amounts standing to the credit of the SB2 CBC Accounts will continue to be distributed as abovementioned;
 - (ii) if a Notice to Pay has been served, but no Issuer Acceleration Notice or SB2 CBC Acceleration Notice has been served, all costs, expenses, Swaps, Further Master Transfer Agreements and Master Sub-Participation Agreements will continue to be settled on behalf of the SB2 CBC by the Issuer as abovementioned but no further amounts standing to the credit of the SB2 CBC Accounts will be distributed as mentioned under paragraph (A)(b)(iii) above;
 - (iii) if an Issuer Acceleration Notice and a Notice to Pay have been served, but no SB2 CBC Acceleration Notice has been served, the Administrator will apply all (1) Available Revenue Receipts and all Available Principal Receipts on behalf of the SB2 CBC in accordance with the Post-Notice-to-Pay Priority of Payments and (2) other monies standing to the credit of the SB2 CBC Accounts in accordance with the Administration Agreement, the AIC Account Agreement, the Trust Deed and any other Transaction Document; or
 - (iv) if a SB2 CBC Acceleration Notice has been served, all monies received or recovered by the Trustee or any other Secured Creditor and all monies held by or on behalf of the SB2 CBC will be applied in accordance with the Post-SB2 CBC-Acceleration-Notice Priority of Payments (other than amounts standing to the credit of the Participation Ledger or the Swap Collateral Ledger, or amounts required to be deducted pursuant to paragraph (a)(iii) of the definition of Principal Receipts, which will continue to be applied in accordance with the provisions of the Administration Agreement pertaining to the Participation Ledger and the Swap Collateral Ledger); and
- (c) pursuant to the Trust Deed, after (i) the date falling three months after the occurrence of a Notification Event pursuant to which the relevant Borrowers have been notified of the transfer of the related Transferred Receivables and have been instructed to direct any payments under such Transferred Receivables to the SB2 CBC or (ii) the date on which the SB2 CBC demonstrates that the relevant Borrowers pay the required amounts under the Transferred Receivables to the SB2 CBC, the SB2 CBC will no longer be required to maintain the Reserve Fund and any amounts standing to the credit of the Reserve Fund will be added to certain other income of the SB2 CBC in calculating the Available Revenue Receipts and applied in accordance with the relevant Priority of Payments.

- (C) Pursuant to the Trust Deed, unless a Mandatory Liquidity Test is no longer relevant under the CB Legislation, the SB2 CBC will be required to maintain a mandatory liquidity fund (the "**Mandatory Liquidity Fund**") on the AIC Account (which Mandatory Liquidity Fund is administered through the Mandatory Liquidity Revenue Ledger) which will be credited by the Issuer with an amount equal to the Mandatory Liquidity Required Amount and such further amounts as are necessary from time to time to ensure that an amount up to the Mandatory Liquidity Required Amount is credited to the Mandatory Liquidity Fund. The Issuer will do so as consideration for the SB2 CBC assuming the Guarantee.

For the purposes hereof:

"**Available Principal Receipts**" means on a Calculation Date an amount equal to the aggregate 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 SB2 CBC Payment Period;
- (b) any other amount standing to the credit of the AIC Account Principal Ledger; and
- (c) all amounts in respect of principal (if any) to be received by the SB2 CBC under the Transaction Documents (other than the Master Sub-Participation Agreements) on the relevant SB2 CBC Payment Date (other than, for the avoidance of doubt, any Swap Collateral Excluded Amounts and Swap Replacement Excluded Amounts), whether as a result of netting (if permitted under the Transaction Documents) or otherwise.

"Available Revenue Receipts" means on a Calculation Date an amount equal to the aggregate of:

- (a) the amount of Revenue Receipts received during the previous Calculation Period;
- (b) other net income of the SB2 CBC including all amounts of interest received on the SB2 CBC Accounts, the Substitution Assets and Authorised Investments in the preceding Calculation Period and amounts received by the SB2 CBC under the Total Return Swaps on the relevant SB2 CBC Payment Date (for the avoidance of doubt excluding any Swap Collateral Excluded Amounts and Swap Replacement Excluded Amounts), whether as a result of netting (if permitted under the Transaction Documents) or otherwise;
- (c) any other amount standing to the credit of the AIC Account Revenue Ledger; and
- (d) following the service on the SB2 CBC of a Notice to Pay, the amounts standing to the credit of the Reserve Fund Ledger.

"Mandatory Liquidity Required Amount" means, at any time, an amount equal to the amount which is at such time required to be maintained by the SB2 CBC to ensure compliance with article 40g of the Decree after taking into account any (other) amount standing to the credit of the AIC Account at such time as permitted to be taken into account pursuant to article 40g of the Decree and such other amounts (whether held or generated and) permitted to be taken into account pursuant to article 40g of the Decree, (in each case all as calculated on each relevant Calculation Date for the relevant period prescribed by article 40g of the Decree).

"Participant" means with respect to (i) a Savings Receivable, any insurer which enters into a Master Sub-Participation Agreement with the SB2 CBC and the Trustee, and which is acknowledged by the relevant Originator(s) and (ii) a Bank Savings Receivable, the Bank.

"Pre-Notice-to-Pay Priority of Payments" means the arrangement set out in paragraphs (A)(b)(i) through (iii) and (B)(b)(i) and (ii) of this Section 7 (*Cashflows*).

"Principal Receipts" means:

- (a) any amount, sales proceeds, refinancing proceeds, arrears and other amount relating to principal, and any Accrued Interest and Arrears of Interest as at the Transfer Date of the relevant Transferred Receivable, received or recovered by the SB2 CBC in respect of the 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 Redemption Amount;
- (b) any Initial Settlement Amount received from any Participant under the relevant Master Sub-Participation Agreement;
- (c) an amount equal to any Increase which applies to any Participation pursuant to the relevant Master Sub-Participation Agreement; and

- (d) any on-payments of savings premium received from the relevant Originator or the relevant insurer (as the case may be) as purchase price for the relevant (part of the) MTA Receivable pursuant to the Guarantee Support Agreement in connection with a Master Transfer Agreement between that relevant insurer and that relevant Originator.

"Reserve Fund Required Amount" means an amount equal to (i) the aggregate for all Series of (a) to the extent that no Interest Rate Swap has been entered into in relation to any Series, the aggregate Scheduled Interest for each such Series due in the next three following SB2 CBC Payment Periods and (b) to the extent that an Interest Rate Swap has been entered into in relation to any Series and (x) a party other than the Bank is the Interest Rate Swap Provider, the aggregate interest component due by the SB2 CBC under such Interest Rate Swap for each such Series in the next three following SB2 CBC Payment Periods or (y) the Bank is the Interest Rate Swap Provider, the higher of the aggregate (A) Scheduled Interest due and (B) interest component due by the SB2 CBC under such Interest Rate Swap for each such Series in the next three following SB2 CBC Payment Periods, all as calculated on each relevant Calculation Date, plus (ii) the anticipated aggregate amount payable in the next three following SB2 CBC Payment Periods in respect of the items referred to in paragraphs (a) up to and including (d) of the Post-Notice-to-Pay Priority of Payments, as calculated on each relevant Calculation Date.

"Revenue Receipts" means:

- (a) interest, fees and other amounts received or recovered by the SB2 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 Participation Fraction; and
- (b) prepayment penalties received or recovered by the SB2 CBC in respect of the Transferred Receivables.

"Savings Receivable" means a Transferred Receivable resulting from a Savings Loan.

"Swap Collateral Excluded Amounts" means amounts standing to the credit of the Swap Collateral Ledger.

"Swap Interest Excluded Amounts" means amounts standing to the credit of the Swap Interest Ledger.

"Swap Replacement Excluded Amounts" means amounts standing to the credit of the Swap Replacement Ledger.

7.1 LEDGERS

(A) Credits to ledgers

Pursuant to the Administration Agreement, the SB2 CBC (or the Administrator on its behalf) agreed to open, administer and maintain the following ledgers and credit amounts thereto as follows:

1. A revenue ledger of the AIC Account (the "**AIC Account Revenue Ledger**"), to which the following amounts shall be credited upon deposit of the same into the AIC Account:
 - (a) all Revenue Receipts;
 - (b) all amounts of interest paid on the AIC Account;
 - (c) all amounts of interest paid in respect of any Substitution Assets or Authorised Investments;
 - (d) to the extent that any Substitution Asset or Authorised Investment is redeemed or sold, the difference (if positive) between the acquisition price thereof, on the one hand, and sale or redemption price thereof, on the other; if such difference is negative, it will be debited to the AIC Account Revenue Ledger upon completion of such redemption or sale;
 - (e) all amounts (other than Swap Collateral Excluded Amounts, Swap Interest Excluded Amounts and Swap Replacement Excluded Amounts) received by the SB2 CBC under the Swap Agreements, whether as a result of netting (if permitted under the Transaction Documents) or otherwise;
 - (f) any amount to be transferred to the AIC Account Revenue Ledger from the Mandatory Liquidity Revenue Ledger in accordance with paragraph (B)8(a) or (B)(8)(c) below; and
 - (g) all amounts otherwise required to be credited to the AIC Account Revenue Ledger in accordance with the relevant provisions of the Administration Agreement.
2. A principal ledger of the AIC Account (the "**AIC Account Principal Ledger**"), to which the following amounts shall be credited upon deposit of the same into the AIC Account:
 - (a) all Principal Receipts;
 - (b) any amount received (other than from redemption or sale) from any Substitution Asset or Authorised Investment which is not required to be credited to the AIC Account Revenue Ledger;
 - (c) the principal amount of any Transferred Collateral in the form of cash;
 - (d) 100 per cent. of the aggregate acquisition price paid by the relevant Originator for the Substitution Assets; and
 - (e) any amount required to be transferred to the AIC Account in accordance with item (h) of the Post-Notice-to-Pay Priority of Payments, provided that if on a SB2 CBC Payment Date an amount is credited or to be credited to the AIC Account Principal Ledger pursuant to item (h) of the Post-Notice-to-Pay Priority of Payments and on such SB2 CBC Payment Date or during the SB2 CBC Payment Period starting on such SB2 CBC Payment Date there is an unexpected default by a Swap Provider in the performance of its obligation to pay to the SB2 CBC an amount (for the avoidance of doubt excluding any Swap Collateral Excluded Amounts and Swap Replacement Excluded Amounts) of interest under any Interest Rate Swap, then an amount equal to the lower of (i) the amount so credited or to be credited to the AIC Account Principal Ledger and (ii) the amount by which the available proceeds in respect of such Series standing to the credit of the Swap Interest Ledger falls

short of the corresponding Scheduled Interest that is Due for Payment in such SB2 CBC Payment Period under the Guarantee, shall on such SB2 CBC Payment Date or during such SB2 CBC Payment Period be credited to the Swap Interest Ledger.

3. A ledger of the AIC Account (the "**Swap Collateral Ledger**") to which shall be credited any collateral provided by any Swap Provider not or no longer having the minimum ratings required for an Eligible Swap Provider, whether as a result of netting (if permitted under the Transaction Documents) or otherwise.
4. A ledger of the AIC Account (the "**Swap Replacement Ledger**") to which shall be credited (i) premiums received from any replacement Swap Provider upon entry by the SB2 CBC into a replacement Swap Agreement or (ii) termination payments received from any Swap Provider in respect of a Swap Agreement which has terminated, whether as a result of netting (if permitted under the Transaction Documents) or otherwise.
5. A ledger of the AIC Account (the "**Reserve Fund Ledger**") to which shall be credited all amounts received from the Issuer for the purpose of the Reserve Fund.
6. A ledger of the AIC Account (the "**Participation Ledger**") to which shall be credited all Redemption Amounts deducted pursuant to paragraph (a)(iii) of the definition of Principal Receipts.
7. A ledger of the AIC Account (the "**Swap Interest Ledger**") to which shall be credited (i) all amounts (for the avoidance of doubt excluding any Swap Collateral Excluded Amounts and Swap Replacement Excluded Amounts) in respect of interest received by the SB2 CBC under any Interest Rate Swap, whether as a result of netting (if permitted under the Transaction Documents) or otherwise, and (ii) any amounts that may be credited to the Swap Interest Ledger pursuant to paragraph (A)(2)(e) above or (B)(2) below.
8. A ledger of the AIC Account (the "**Mandatory Liquidity Revenue Ledger**") to which shall be credited all amounts received from the Issuer for the purpose of the Mandatory Liquidity Fund, to the extent required to ensure compliance with article 40g(1)(a) and 40g(1)(c) of the Decree.

(B) Debits to ledgers

Pursuant to the Administration Agreement, the SB2 CBC (or the Administrator on its behalf) agreed not to debit any amounts to any ledger, except as follows:

1. ***The AIC Account Revenue Ledger:*** in accordance with the relevant Priority of Payments.
2. ***The AIC Account Principal Ledger:*** in accordance with the relevant Priority of Payments provided that if on a SB2 CBC Payment Date an amount is credited or to be credited to the AIC Account Principal Ledger pursuant to item (h) of the Post-Notice-to-Pay Priority of Payments and on such SB2 CBC Payment Date or during the SB2 CBC Payment Period starting on such SB2 CBC Payment Date there is an unexpected default by a Swap Provider in the performance of its obligation to pay to the SB2 CBC an amount (for the avoidance of doubt excluding any Swap Collateral Excluded Amounts and Swap Replacement Excluded Amounts) of interest under any Interest Rate Swap, then an amount equal to the lower of (i) the amount so credited or to be credited to the AIC Account Principal Ledger and (ii) the amount by which the available proceeds in respect of such Series standing to the credit of the Swap Interest Ledger falls short of the corresponding Scheduled Interest that is Due for Payment in such SB2 CBC Payment Period under the Guarantee, shall on such SB2 CBC Payment Date or during such SB2 CBC Payment Period be credited to the Swap Interest Ledger.
3. ***The Swap Collateral Ledger:*** amounts may only be withdrawn (i) to return collateral to the relevant Swap Provider in accordance with the terms of the relevant Swap Agreement and collateral arrangements and (ii) following termination of the relevant Swap Agreement to the extent not required to satisfy any termination payment due to the relevant Swap Provider, (a) if a replacement

Swap Agreement is to be entered into, for credit to the Swap Replacement Ledger or (b) if no replacement Swap Agreement is to be entered into, for credit to the AIC Account Revenue Ledger.

4. ***The Swap Replacement Ledger:*** amounts credited to the Swap Replacement Ledger will only be available to pay (i) any termination amount due to a Swap Provider in respect of any Swap Agreement which has terminated, (ii) any premium due to a replacement Swap Provider upon entry into any replacement Swap Agreement and (iii) to the extent in excess of amounts owed to Swap Providers in respect of (a) any Swap Agreement which has terminated or (b) any premium payable to a replacement Swap Provider upon entry into any replacement Swap Agreement, for credit to the AIC Account Revenue Ledger.
5. ***The Reserve Fund Ledger:*** in accordance with the relevant Priority of Payments or, if the rating trigger requiring the SB2 CBC to establish a Reserve Fund is no longer breached, to repay amounts to the Issuer.
6. ***The Participation Ledger:*** Redemption Amounts standing to the credit of the Participation Ledger will only be available to be on-paid to the relevant Participant under the relevant Participation on a SB2 CBC Payment Date.
7. ***The Swap Interest Ledger:*** amounts that are credited to the Swap Interest Ledger in a SB2 CBC Payment Period in respect of a particular Series will only be available (i) to be on-paid to the Trustee or (if so directed by the Trustee) the Principal Paying Agent on behalf of the Covered Bondholders of such Series as Scheduled Interest that is Due for Payment in such SB2 CBC Payment Period under the Guarantee in respect of such Series and (ii) to the extent in excess of Scheduled Interest that is Due for Payment in such SB2 CBC Payment Period under the Guarantee in respect of such Series, for credit to the AIC Account Revenue Ledger.
8. ***The Mandatory Liquidity Revenue Ledger:*** if amounts are standing to the credit of the Mandatory Liquidity Revenue Ledger and:
 - (a) such amounts are necessary to be applied to pay the amounts referred to in article 40g(1)(a) and (c) of the Decree, then any such amounts standing to the credit of the Mandatory Liquidity Revenue Ledger so necessary shall be transferred to the AIC Account Revenue Ledger;
 - (b) no Notice to Pay, Issuer Acceleration Notice or SB2 CBC Acceleration Notice has been served and there are no Series of Covered Bonds and/or other amounts outstanding for which, in each case, amounts are required to be maintained to ensure compliance with article 40g(1)(a) and (c) of the Decree, then any amounts standing to the credit of the Mandatory Liquidity Revenue Ledger which are no longer required to be so maintained shall be repaid to the Issuer; or
 - (c) a liquidity buffer for amounts referred to in article 40g(1)(a) and (c) of the Decree is no longer required to be maintained or provided for pursuant to the CB Legislation, then any amounts standing to the credit of the Mandatory Liquidity Revenue Ledger shall be transferred to the AIC Account Revenue Ledger.

7.2 POST-NOTICE-TO-PAY PRIORITY OF PAYMENTS

On each SB2 CBC Payment Date following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice and a Notice to Pay, but prior to the service of a SB2 CBC Acceleration Notice, the Administrator will apply (1) all monies standing to the credit of the SB2 CBC Accounts other than Available Revenue Receipts and Available Principal Receipts in accordance with the Administration Agreement, the AIC Account Agreement, the Trust Deed and any other Transaction Document and (2) all Available Revenue Receipts and all Available Principal Receipts on behalf of the SB2 CBC to make the following payments and provisions in the following order of priority (the "**Post-Notice-to-Pay Priority of Payments**"), in each case only if and to the extent that payments or provisions of a higher priority have been made in full:

- (a) *first*, to the payment of all amounts due and payable or to become due and payable to the Trustee in the immediately following SB2 CBC Payment Period under the provisions of the Trust Deed (other than under the Parallel Debt), together with interest and plus any applicable VAT (or similar taxes) thereon as provided therein;
- (b) *second*, to the payment of (i) amounts equal to the minimum profit stated in the Dutch tax agreement obtained on behalf of the SB2 CBC to be deposited in the Capital Account from time to time and of (ii) taxes owing by the SB2 CBC to any tax authority accrued and unpaid (other than any Dutch corporate income tax in relation to the amounts equal to the minimum profit referred to under (i) above);
- (c) *third*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) any remuneration then due and payable to the Agents and the Registrar under or pursuant to the Agency Agreement, plus any applicable VAT (or similar taxes) thereon as provided therein; and
 - (ii) any amounts then due and payable by the SB2 CBC to third parties and incurred without breach by the SB2 CBC of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) and to provide for any such amounts expected to become due and payable by the SB2 CBC in the immediately following the SB2 CBC Payment Period and to pay or discharge any liability of the SB2 CBC for taxes;
- (d) *fourth*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) any remuneration then due and payable to the Servicers and any costs, charges, liabilities and expenses then due or to become due and payable to the Servicers in the immediately following SB2 CBC Payment Period under the provisions of the Servicing Agreements;
 - (ii) any remuneration then due and payable to the Administrator and any costs, charges, liabilities and expenses then due or to become due and payable to the Administrator in the immediately following SB2 CBC Payment Period under the provisions of the Administration Agreement;
 - (iii) amounts (if any) due and payable to the Account Bank (including costs or charges relating to any negative interest applicable to the AIC Account) pursuant to the terms of the AIC Account Agreement, plus any applicable VAT (or similar taxes) thereon as provided therein;
 - (iv) any amounts (including costs and expenses) due and payable to the SB2 CBC Managing Director pursuant to the terms of the Management Agreement (SB2 CBC), plus any applicable VAT (or similar taxes) thereon as provided therein; and

- (v) any amounts due and payable to the Asset Monitor (other than the amounts referred to in paragraph (j) below) pursuant to the terms of the Asset Monitor Appointment Agreement, plus any applicable VAT (or similar taxes) thereon as provided therein;
- (e) *fifth*, to pay *pro rata* and *pari passu* according to the respective amounts owing thereto to the Total Return Swap Providers in respect each Total Return Swap (including any termination payment due and payable by the SB2 CBC under the relevant Swap Agreement (or, as applicable, the portion thereof that is attributable to such Total Return Swap under the relevant Swap Agreement), but excluding any Excluded Swap Termination Amount) pursuant to the terms of the relevant Swap Agreement to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger;
- (f) *sixth*, to pay *pro rata* and *pari passu* according to the respective amounts owing thereto to the extent not paid or expected to be paid from the Swap Collateral Ledger, the Swap Interest Ledger or the Swap Replacement Ledger:
 - (i) to each Interest Rate Swap Provider, all amounts in respect of each Interest Rate Swap (including any termination payment due and payable by the SB2 CBC under the relevant Swap Agreement (or, as applicable, the remaining portion thereof that is attributable to such Interest Rate Swap), but excluding any Excluded Swap Termination Amount) due and payable on such SB2 CBC Payment Date or in the SB2 CBC Payment Period starting on such SB2 CBC Payment Date in accordance with the terms of the relevant Swap Agreement; and
 - (ii) to the Trustee or (if so directed by the Trustee) the Principal Paying Agent, any Scheduled Interest that is Due for Payment under the Guarantee in respect of each Series on such SB2 CBC Payment Date or in the SB2 CBC Payment Period starting on such SB2 CBC Payment Date,

provided that if the amount available for distribution under this paragraph (f) is insufficient to pay all amounts listed in this paragraph (f), but would be sufficient to pay all amounts listed in this paragraph (f) other than the Hedged Series Amounts, then the amount available for distribution under this paragraph (f) will be applied first to pay or provide for all amounts listed in this paragraph (f) other than the Hedged Series Amounts and second, for the remainder, to pay or provide for the Hedged Series Amounts *pro rata* and *pari passu*;

- (g) *seventh*, to pay *pro rata* and *pari passu* according to the respective amounts owing thereto to the extent not paid or expected to be paid from the Swap Collateral Ledger and the Swap Replacement Ledger, to the Trustee or (if so directed by the Trustee) the Principal Paying Agent, any Scheduled Principal that is Due for Payment under the Guarantee in respect of each Series on such SB2 CBC Payment Date or in the SB2 CBC Payment Period starting on such SB2 CBC Payment Date, provided that if the amount available for distribution under this paragraph (g) is insufficient to pay all amounts listed in this paragraph (g), but would be sufficient to pay all amounts listed in this paragraph (g) other than the Hedged Series Amounts, then the amount available for distribution under this paragraph (g) will be applied first to pay or provide for all amounts listed in this paragraph (g) other than the Hedged Series Amounts and second, for the remainder, to pay or provide for the Hedged Series Amounts *pro rata* and *pari passu*;
- (h) *eighth*, to deposit the remaining moneys in the AIC Account for application on the next following SB2 CBC Payment Date in accordance with the priority of payments described in paragraphs (a) to (g) (inclusive) above, until the Covered Bonds have been fully repaid or provided for (such that the Required Redemption Amount has been accumulated in respect of each outstanding Series);
- (i) *ninth*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of any Excluded Swap Termination Amount due and payable by the SB2 CBC to the relevant Swap Provider under the relevant Swap Agreement, to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger;

- (j) *tenth*, towards payment of any indemnity amount due to the Originators pursuant to the Guarantee Support Agreement and certain costs, expenses and indemnity amounts due by the SB2 CBC to the Asset Monitor pursuant to the Asset Monitor Appointment Agreement; and
- (k) *eleventh*, thereafter any remaining monies will be paid to the Issuer or, if the Issuer is subject to an Insolvency Proceeding, any Originator which is not subject to an Insolvency Proceeding, provided that the SB2 CBC may assume that the Issuer and any Originator are not subject to an Insolvency Proceeding unless it has received at least five Business Days' prior written notice to the contrary from any Originator (and the SB2 CBC need not concern itself as to how such proceeds are allocated between the Originators).

For the purposes hereof:

"SB2 CBC Payment Period" means each period from (and including) a SB2 CBC Payment Date to (but excluding) the next SB2 CBC Payment Date.

"Excluded Swap Termination Amount" means, in relation to a Swap Agreement, an amount equal to the amount of any termination payment due and payable to the relevant Swap Provider as a result of a Swap Provider Default or Swap Provider Downgrade Event with respect to such Swap Provider.

"Hedged Series Amount" means an amount listed in paragraph (f)(ii) of the Post-Notice-to-Pay Priority of Payments and relating to any outstanding Series which is the object of an Interest Rate Swap, and which is as of the relevant SB2 CBC Payment Date expected to be paid from the Swap Interest Ledger.

"Swap Provider Downgrade Event" means the occurrence of any Additional Termination Event pursuant to any Swap Agreement which is triggered as a result of a downgrade or withdrawal of the relevant Swap Provider's relevant ratings assigned to its unsecured, unsubordinated and unguaranteed debt obligations (and no remedial action is taken as provided for in such Swap Agreement).

"Third Party Amounts" means any amounts due and payable by the SB2 CBC to third parties that are not provided for payment elsewhere in the relevant Priority of Payments and incurred by the SB2 CBC in the ordinary course of its business which amounts may be paid daily from moneys on deposit in the AIC Account.

7.3 POST-SB2 CBC-ACCELERATION-NOTICE PRIORITY OF PAYMENTS

Under the terms of the Trust Deed, each of the Secured Creditors agrees that all monies received or recovered by the Trustee or any other Secured Creditor (whether in the administration, liquidation of the SB2 CBC or otherwise) following the occurrence of a SB2 CBC Event of Default and service of a SB2 CBC Acceleration Notice (other than amounts standing to the credit of the Participation Ledger or the Swap Collateral Ledger, or required to be deducted pursuant to paragraph (a)(iii) of the definition of Principal Receipts, which will continue to be applied in accordance with the provisions of the Administration Agreement pertaining to the Participation Ledger and the Swap Collateral Ledger (as the case may be)), will be applied following the enforcement of the Security in the following order of priority (the "**Post-SB2 CBC-Acceleration-Notice Priority of Payments**"), in each case only if and to the extent that payments or provisions of a higher priority have been made in full:

- (a) *first*, in or towards satisfaction of all amounts due and payable or to become due and payable to the Trustee under the provisions of the Trust Deed (other than under the Parallel Debt) together with interest and any applicable VAT (or similar taxes) thereon;
- (b) *second*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof, of any remuneration then due and payable to the Agents and the Registrar under or pursuant to the Agency Agreement plus any applicable VAT (or similar taxes) thereon as provided therein;
- (c) *third*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof, of:
 - (i) any remuneration then due and payable to the Servicers and any costs, charges, liabilities and expenses then due or to become due and payable to the Servicers under the provisions of the Servicing Agreements;
 - (ii) any remuneration then due and payable to the Administrator and any costs, charges, liabilities and expenses then due or to become due and payable to the Administrator under the provisions of the Administration Agreement;
 - (iii) amounts (if any) due and payable to the Account Bank (including costs or charges relating to any negative interest applicable to the AIC Account) pursuant to the terms of the AIC Account Agreement, plus any applicable VAT (or similar taxes) thereon as provided therein; and
 - (iv) amounts (including costs and expenses) due and payable to the SB2 CBC Managing Director pursuant to the terms of the Management Agreement (SB2 CBC), plus any applicable VAT (or similar taxes) thereon as provided therein;
- (d) *fourth*, in or towards satisfaction, *pro rata* and *pari passu* according to the respective amounts thereof, of any amounts due and payable to the Total Return Swap Providers in respect of each Total Return Swap (including any termination payment due and payable by the SB2 CBC under the relevant Swap Agreement governing such Total Return Swap (or, as applicable, the portion thereof that is attributable to such Total Return Swap), but excluding any Excluded Swap Termination Amounts) pursuant to the terms of the relevant Swap Agreement to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger;
- (e) *fifth*, in or towards satisfaction, *pro rata* and *pari passu* according to the respective amounts thereof, of any amounts due and payable to the Interest Rate Swap Providers in respect of each Interest Rate Swap (including any termination payment due and payable by the SB2 CBC under the relevant Swap Agreement (or, as applicable, the remaining portion thereof that is attributable to such Interest Rate Swap), but excluding any Excluded Swap Termination Amounts) pursuant to the respective terms of the relevant Swap Agreement to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger;

- (f) *sixth*, in or towards satisfaction, *pro rata* and *pari passu* according to the respective amounts thereof, of any amounts due and payable to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger, to the Trustee or (if so directed by the Trustee) the Principal Paying Agent for payment to the Covered Bondholders *pro rata* and *pari passu* in respect of interest and principal due and payable on each Series in accordance with the Guarantee;
- (g) *seventh*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof, of any Excluded Swap Termination Amounts due and payable by the SB2 CBC to the relevant Swap Provider under the relevant Swap Agreement, to the extent not paid from the Swap Replacement Ledger or the Swap Collateral Ledger; and
- (h) *eighth*, thereafter any remaining monies will be paid to the Issuer or, if the Issuer is subject to an Insolvency Proceeding and any Originator is not subject to an Insolvency Proceeding, to any such Originator, provided that the SB2 CBC may assume that the Issuer and any Originator are not subject to an Insolvency Proceeding unless it has received at least five Business Days' prior written notice to the contrary from any Originator (and the SB2 CBC need not concern itself as to how such proceeds are allocated between the Originators).

7.4 SB2 CBC ACCOUNTS

AIC Account

Pursuant to the terms of an AIC account agreement entered into on the Programme Date between the SB2 CBC, the Bank as account bank (in such capacity, the "**Account Bank**"), and the Trustee (such AIC account agreement as amended and/or supplemented and/or restated from time to time, the "**AIC Account Agreement**"), the SB2 CBC will maintain, with the Account Bank, the AIC Account:

- (a) into which are paid all amounts received by the SB2 CBC in respect of Transferred Assets; and
- (b) moneys standing to the credit of which will on each SB2 CBC Payment Date be applied by the Administrator in accordance with the relevant Priority of Payments.

If the unsecured, unsubordinated and unguaranteed debt obligations of the Account Bank are not rated at least the Minimum Account Bank Ratings then within the relevant time period determined to be applicable or agreed to by a relevant Rating Agency from time to time:

- (i) the AIC Account will need to be closed and new accounts will need to be opened under the terms of a new AIC Account Agreement substantially on the same terms as the AIC Account Agreement with a financial institution (i) whose unsecured, unsubordinated and unguaranteed debt obligations are rated at least the Minimum Account Bank Ratings and (ii) having the regulatory capacity for offering such services as a matter of Dutch law;
- (ii) the Account Bank will need to obtain a guarantee of its obligations under the AIC Account Agreement on terms acceptable to the Trustee, acting reasonably, from a financial institution whose unsecured, unsubordinated and unguaranteed debt obligations are rated at least the Minimum Account Bank Ratings; or
- (iii) any other action will need to be taken,

(in each case, provided that Rating Agency Confirmation has been obtained) unless each Rating Agency confirms that its then current rating of the Covered Bonds will not be adversely affected as a result of the credit ratings of the Account Bank falling below the Minimum Account Bank Ratings (or the reason for this having occurred) within the applicable time period specified in the AIC Account Agreement of such downgrade. If the Rating Agency Confirmations are given as above, for this purpose only, reference to the "**Minimum Account Bank Ratings**" shall be deemed to be instead the relevant rating of the Account Bank at the time of such confirmations, but the original rating shall be reinstated if the relevant rating of the Account Bank is subsequently upgraded to the original level.

Pursuant to the AIC Account Agreement, the Account Bank has agreed to pay interest on the moneys standing to the credit of the AIC Account at specified rates determined in accordance with the AIC Account Agreement. If either the Account Bank shows evidence to the satisfaction of the Issuer, the SB2 CBC and the Trustee that the AIC Rate as defined in the AIC Account Agreement is no longer economically feasible to it or upon a reasonable request thereto from the Issuer, the SB2 CBC and/or the Trustee to the Account Bank to review the then current AIC Rate, the rate of interest in respect of the AIC Account shall be equal to the rate as reasonably determined by the Account Bank in good faith. If the AIC Rate is negative or zero, the Account Bank may charge a negative interest amount to the AIC Account or any balance thereof. The Account Bank will give each of the SB2 CBC and the Trustee prompt written notice of the application of any such charges and of the methodology by which they are applied.

Capital Account

The SB2 CBC also opened an account with the Account Bank into which its paid-up share capital (*gestort aandelenkapitaal*) has been deposited (the "**Capital Account**"). The minimum taxable profit will be deposited in such Capital Account. No security rights are granted over the amounts standing to the credit of such Capital Account.

For the purposes hereof:

"**AIC Account**" means the bank account of the SB2 CBC held pursuant to the AIC Account Agreement or such additional or replacement account as may for the time being be in place with the prior consent of the Trustee.

"**AIC Margin**" means a separate margin per annum as defined in the AIC Account Agreement.

"**AIC Rate**" means the rate of interest accruing on the balance standing to the credit of the AIC Account being, as of the Programme date, equal to the euro short-term rate as published by the ECB from time to time (€STR) minus less the AIC Margin, or such other rate as may be agreed from time to time between the SB2 CBC, the Trustee and the Account Bank.

"**SB2 CBC Accounts**" means the AIC Account any additional or replacement accounts opened in the name of the SB2 CBC, excluding the Capital Account.

"**Minimum Account Bank Ratings**" means the minimum credit ratings as determined to be applicable or agreed by each relevant Rating Agency from time to time in respect of the Account Bank or other relevant financial institution or institutions, being as at the Programme Date in respect of the Account Bank, P-1 (BDR) (short term) by Moody's.

"**Priority of Payments**" means the Pre-Notice-to-Pay Priority of Payments, the Post-Notice-to-Pay Priority of Payments or the Post-SB2 CBC-Acceleration-Notice Priority of Payments, as the case may be.

Approval

This Securities Note was approved on 12 March 2021 by the *Stichting Autoriteit Financiële Markten* (the Authority for the Financial Markets) (the "**AFM**") as competent authority under the Prospectus Regulation. The AFM has been requested to provide the Commission de Surveillance du Secteur Financier as competent authority under the Prospectus Regulation with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Regulation. Together with the registration document of the Issuer dated 27 March 2020, as supplemented by the first supplement thereto dated 31 March 2020, the second supplement thereto dated 12 May 2020, the third supplement thereto dated 23 June 2020, the fourth supplement thereto dated 7 August 2020, the fifth supplement thereto dated 6 November 2020, the sixth supplement thereto dated 16 February 2021 and as further supplemented from time to time (the "**Registration Document**"), this Securities Note forms part of the Issuer's base prospectus consisting of separate documents within the meaning of Article 8(6) of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**") (the Registration Document together with this Securities Note, the "**Prospectus**").

The AFM only approves this Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer nor of the SB2 CBC that is the subject of this Securities Note nor as an endorsement of the quality of any Covered Bonds (as defined below) that are the subject of this Securities Note. Investors should make their own assessment as to the suitability of investing in the Covered Bonds.

Validity of the Prospectus

The Prospectus is valid for 12 months after the approval of this Securities Note by the AFM and shall expire on 12 March 2022, at the latest. The obligation by the Issuer to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

Authorisation

The establishment of the Programme has been duly authorised by a resolution of the Supervisory Board of the Issuer dated 11 February 2021, by resolutions of the Executive Board of the Issuer dated 1 February 2021 and by resolutions of the Management Board Banking of the Issuer dated 1 February 2021.

All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under Dutch law have been given (a) for the issue of Covered Bonds by the Issuer, and (b) for the Issuer to undertake and perform its obligations under the Programme Agreement, the Agency Agreement, the Trust Deed and the Covered Bonds.

The giving of the Guarantee has been duly authorised by a resolution of the Board of Managing Directors of the SB2 CBC dated 11 March 2021.

Documents available

So long as the Prospectus is valid as described in Article 12 of the Prospectus Regulation, copies of the following documents will, when published, be available free of charge from the Issuer and from the specified office of the Paying Agents. Written or oral requests for such documents should be directed to the Issuer at Dep. ING Legal Financial Markets & Equities, Foppingadreef 7, 1102 BD Amsterdam, The Netherlands (Tel +31 (0)20 563 8007):

- (i) the English translation of the Articles of Association of the SB2 CBC (also made available on: [Website](#));
- (ii) the Registration Document of the Issuer dated 27 March 2020, together with the first supplement thereto dated 31 March 2020, the second supplement thereto dated 12 May 2020, the third

supplement thereto dated 23 June 2020, the fourth supplement thereto dated 7 August 2020, the fifth supplement thereto dated 6 November 2020, the sixth supplement thereto dated 16 February 2021 and any further supplements thereto (also made available on: [Website](#));

- (iii) ING Bank N.V.'s Annual Report 2019 (also made available on: [Website](#));
- (iv) ING Bank N.V.'s Annual Report 2018 (also made available on: [Website](#));
- (v) a copy of the Securities Note (also made available on: [Website](#));
- (vi) each set of Final Terms relating to a Covered Bond issued by the Issuer (save that Final Terms relating to a Covered Bond for which a prospectus is not required to be published in accordance with the Prospectus Regulation will only be available for inspection by a holder of such Covered Bond and such holder must produce evidence satisfactory to the Issuer or the Paying Agent, as the case may be, as to its holding of Covered Bonds and identity) (also made available on: [Website](#));
- (vii) any future supplements to this Securities Note and any other documents incorporated herein or therein by reference (also made available on: [Website](#)); and
- (viii) each of the following transaction documents:
 - (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 (if entered into);
 - (g) each Deed of Assignment and Pledge (as defined in the Incorporated Terms Memorandum);
 - (h) each Deed of Re-Assignment and Release (as defined in the Incorporated Terms Memorandum);
 - (i) the Guarantee Support Agreement;
 - (j) the Incorporated Terms Memorandum;
 - (k) the Initial Servicing Agreement;
 - (l) the Issuer-ICSD Agreement (as defined in the Incorporated Terms Memorandum);
 - (m) each Management Agreement (as defined in the Incorporated Terms Memorandum);
 - (n) each Master Sub-Participation Agreement (if entered into);
 - (o) each Security Document;
 - (p) each Swap Agreement (if entered into); and
 - (q) the Trust Deed.

Clearing systems

The Covered Bonds may be cleared through Euroclear, Clearstream, Luxembourg and/or Euroclear Netherlands or such additional or alternative clearing and/or settlement system as specified in the relevant Final Terms. The appropriate identification code for each Tranche or Series allocated by Euroclear, Clearstream, Luxembourg and/or Euroclear Netherlands will be specified in the relevant Final Terms. If the Covered Bonds are to clear through an additional or alternative clearing and/or settlement system, the appropriate information will be specified in the relevant Final Terms.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium. The address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg. The address of Euroclear Netherlands is Herengracht 459-469, 1017 BS Amsterdam, The Netherlands.

No significant or material adverse change

There has been no significant change in the financial performance and financial position of the SB2 CBC and no material adverse change in the prospects of the SB2 CBC since 31 March 2020 (being the date of incorporation of the SB2 CBC).

Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the SB2 CBC is aware), during the period covering the 12 months preceding the date of this Securities Note, which may have, or have had in the recent past, significant effects on the financial position or profitability of the SB2 CBC.

Auditor of the SB2 CBC

On 11 March 2021, the SB2 CBC's general meeting appointed KPMG Accountants N.V. as its external auditor for the financial year 2020. The auditor of the SB2 CBC does not have any material interest in the SB2 CBC. The individual auditors of KPMG Accountants N.V are members of The Netherlands Institute of Chartered Accountants (*Nederlandse Beroepsorganisatie van Accountants*), which is a member of International Federation of Accountants (IFAC).

Limited action since incorporation of CBC

Save as disclosed in this Securities Note, since 31 March 2020 (being the date of incorporation of the SB2 CBC), the SB2 CBC has not entered into any contracts or arrangements not being in its ordinary course of business.

Legal Entity Identifier

The Legal Entity Identifier (LEI) code of the Issuer is 3TK20IVIUJ8J3ZU0QE75.

The Legal Entity Identifier (LEI) of the SB2 CBC is 724500EXL7EUQA489C31.

Reports

The Trust Deed provides that the Trustee may rely on reports or other information from professional advisers or other experts in accordance with the provisions of the Trust Deed, whether or not any such report or other information, or engagement letter or other document entered into by the Trustee and the relevant person in connection therewith, contains any monetary or other limit on the liability of the relevant person.

Non-petition with respect to SB2 CBC

For so long as any Covered Bonds are outstanding, each Originator has agreed that neither it nor any person on its behalf shall initiate or join any person in initiating any Insolvency Proceedings in relation to the SB2

CBC. Furthermore, each of the Originators have agreed, among other things, that it nor any person on its behalf shall have the right to take or join any person in taking steps against the SB2 CBC for the purpose of obtaining payment of any amount due from the SB2 CBC to it.

Limited recourse against SB2 CBC

Each Transaction Party (as defined in the Incorporated Terms Memorandum) has agreed with the SB2 CBC that notwithstanding any other provision of any Transaction Document, all obligations of the SB2 CBC to such Transaction Party are limited in recourse as set out in the limited recourse provisions of the Incorporated Terms Memorandum.

Governing law transaction documents

All Transaction Documents (other than any Swap Agreements, if applicable) are governed by Dutch law. Each Swap Agreement may be governed by English law or the laws of an EEA member state, as applicable.

Responsibility statement

The Issuer accepts responsibility for the information contained in this Securities Note and the SB2 CBC accepts responsibility for the information contained in this Securities Note in the Sections B.1 (*Overview*) under "*Guarantor*", 2.3 (*SB2 CBC*), 8 (*General Information*) under "*Authorisation*" (as far as it relates to authorisation by the SB2 CBC of the giving of the Guarantee), "*No significant or material adverse change*", "*Litigation*", "*Auditor of the SB2 CBC*" and under "*Limited action since incorporation of SB2 CBC*" above. To the best of the knowledge of the Issuer and the SB2 CBC the information contained in this Securities Note (in the case of the SB2 CBC, the sections relating to the SB2 CBC referred to above) is in accordance with the facts and makes no omission likely to affect its import.

The Covered Bonds and the Guarantee will not represent an obligation or be the responsibility of the Arranger, the Dealers, the Originators, the Trustee or any other party to the Programme, their officers, members, directors, employees, security holders or incorporators, other than the Issuer and the SB2 CBC, respectively. The Issuer and the SB2 CBC will be liable solely in their corporate capacity for their obligations in respect of the Covered Bonds and the Guarantee, respectively, and such obligations will not be the obligations of their respective officers, members, directors, employees, security holders or incorporators.

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