

Hard and Soft Bullet Covered Bonds Programme

Monthly Investor Report

Dutch National Transparency Template Covered Bond

Reporting period: 1 April 2016 - 30 April 2016

Reporting Date: 20 May 2016

AMOUNTS ARE IN EURO

ING Bank N.V.

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Report Version 1.9 - January 2015



Table of Contents

	Page
Covered Bonds	3
Asset Cover Test	3
Counterparty Credit Ratings & Triggers	S
Ledgers & Investments	10
Regulatory Information	11
Delinquencies	12
Stratifications	13
Glossary	30
Contact Information	47



Covered Bonds

Series	ISIN	Currency	Initial Principal Balance*	Outstanding Amount*	Coupon	Issuance Date	Maturity Date	IRS Counterparty	Redemption Type	LCR HQLA Category
Series 01	XS0353943540	EUR	1,000,000,000	0	4.2500%	19/03/08	19/03/13	ING Bank N.V.	Hard Bullet	N/A
Series 02		EUR	20,000,000	20,000,000	5.6100%	21/05/08	21/05/48	ING Bank N.V.	Hard Bullet	No
Series 03	XS0368232327	EUR	2,400,000,000	2,400,000,000	5.2500%	05/06/08	05/06/18	ING Bank N.V.	Soft Bullet	1
Series 04		EUR	20,000,000	20,000,000	5.8000%	09/06/08	08/06/48	ING Bank N.V.	Hard Bullet	No
Series 05		EUR	25,800,000	25,800,000	5.8000%	10/06/08	10/06/48	ING Bank N.V.	Hard Bullet	No
Series 06		EUR	20,000,000	20,000,000	6.0000%	18/06/08	18/06/48	ING Bank N.V.	Hard Bullet	No
Series 07	CH0043432514	CHF	200,000,000	0	3.7500%	24/07/08	24/07/12	ING Bank N.V.	Hard Bullet	N/A
		EUR*	123,319,768	0						
Series 08	CH0043432548	CHF	150,000,000	0	4.0000%	24/07/08	24/04/15	ING Bank N.V.	Hard Bullet	N/A
		EUR*	92,489,826	0						
Series 09	XS0383944013	EUR	100,000,000	0	Euribor3M + 0.2300%	19/08/08	19/08/11	ING Bank N.V.	Hard Bullet	N/A
Series 10		CHF	30,000,000	0	3.4030%	05/09/08	05/01/16	ING Bank N.V.	Hard Bullet	N/A
		EUR*	18,677,624	0						
Series 11		CHF	30,000,000	30,000,000	3.4800%	05/09/08	05/01/17	ING Bank N.V.	Hard Bullet	No
		EUR*	18,677,624	18,677,624						
Series 12		CHF	30,000,000	30,000,000	3.5300%	05/09/08	05/09/17	ING Bank N.V.	Hard Bullet	No
		EUR*	18,677,624	18,677,624						
Series 13		EUR	20,000,000	20,000,000	5.5550%	08/09/08	08/09/48	ING Bank N.V.	Hard Bullet	No
Series 14		EUR	22,000,000	22,000,000	5.5400%	12/09/08	14/09/48	ING Bank N.V.	Hard Bullet	No
Series 15		EUR	55,000,000	55,000,000	4.7400%	10/12/08	11/12/23	ING Bank N.V.	Hard Bullet	No
Series 16		EUR	55,000,000	55,000,000	4.7400%	10/12/08	11/12/23	ING Bank N.V.	Hard Bullet	No
Series 17		EUR	117,500,000	117,500,000	5.3125%	27/02/09	27/02/24	ING Bank N.V.	Hard Bullet	No
Series 18		EUR	60,500,000	60,500,000	5.1800%	10/03/09	10/03/25	ING Bank N.V.	Hard Bullet	No
Series 19		EUR	190,000,000	190,000,000	4.2650%	26/03/09	26/03/29	ING Bank N.V.	Hard Bullet	No
Series 20		EUR	55,000,000	55,000,000	5.4720%	30/03/09	30/03/26	ING Bank N.V.	Hard Bullet	No
Series 21		EUR	110,000,000	110,000,000	5.0000%	23/04/09	23/04/21	ING Bank N.V.	Hard Bullet	No
Series 22	XS0430609296	EUR	1,250,000,000	1,250,000,000	4.7500%	27/05/09	27/05/19	ING Bank N.V.	Soft Bullet	1
Series 23		EUR	30,000,000	30,000,000	5.3000%	30/06/09	30/06/29	ING Bank N.V.	Hard Bullet	No
Series 24		EUR	85,000,000	85,000,000	4.8550%	17/07/09	17/07/24	ING Bank N.V.	Hard Bullet	No
Series 25		EUR	2,000,000	2,000,000	4.0500%	17/07/09	17/07/17	ING Bank N.V.	Hard Bullet	No
Series 26		EUR	85,000,000	85,000,000	5.0500%	17/07/09	17/07/29	ING Bank N.V.	Hard Bullet	No
Series 27		EUR	160,000,000	0	4.7000%	21/07/09	31/10/11	ING Bank N.V.	Hard Bullet	N/A
Series 28	XS0441116752	EUR	40,000,000	40,000,000	4.7000%	21/07/09	21/07/21	ING Bank N.V.	Hard Bullet	No
Series 29	XS0455122076	EUR	2,000,000,000	0	3.0000%	30/09/09	30/09/14	ING Bank N.V.	Hard Bullet	N/A
Series 30		EUR	50,000,000	50,000,000	4.5600%	05/10/09	01/11/39	ING Bank N.V.	Hard Bullet	No No
Series 31		EUR	20,000,000	20,000,000	4.5250%	09/10/09	06/11/34	ING Bank N.V.	Hard Bullet	No
Series 32		EUR	20,000,000	20,000,000	4.5200%	14/10/09	14/10/39	ING Bank N.V.	Hard Bullet	No
Series 33		EUR	200,000,000	200,000,000	4.0800%	03/11/09	03/11/22	ING Bank N.V.	Hard Bullet	No
Series 34		EUR	40,000,000	40,000,000	4.4400%	21/12/09	21/12/29	ING Bank N.V.	Hard Bullet	No
Series 35		EUR	85,000,000	85,000,000	4.4400%	21/12/09	21/01/25	ING Bank N.V.	Hard Bullet	No
Series 36		EUR	44,000,000	44,000,000	4.1390%	12/01/10	12/01/40	ING Bank N.V.	Hard Bullet	No
	V\$0470606204	EUR								
Series 37	XS0479696204		1,250,000,000	1,250,000,000	4.0000%	18/01/10	17/01/20	ING Bank N.V.	Soft Bullet	1 No
Series 38		EUR	20,000,000	20,000,000	4.5000%	05/03/10	05/03/30	ING Bank N.V.	Hard Bullet	No
Series 39		EUR	15,000,000	15,000,000	4.4300%	09/03/10	09/03/40	ING Bank N.V.	Hard Bullet	No
Series 40	V00 45= : : : : : :	EUR	130,000,000	130,000,000	4.0380%	15/03/10	15/03/23	ING Bank N.V.	Hard Bullet	No
Series 41	XS0497141142	EUR	1,850,000,000	1,850,000,000	3.3750%	23/03/10	23/03/17	ING Bank N.V.	Soft Bullet	1



Series	ISIN	Currency	Initial Principal Balance*	Outstanding Amount*	Coupon	Issuance Date	Maturity Date	IRS Counterparty	Redemption Type	LCR HQLA Category
Series 42		EUR	10,000,000	10,000,000	3.8525%	24/03/10	24/03/21	ING Bank N.V.	Hard Bullet	No
Series 43		EUR	13,000,000	13,000,000	4.0500%	31/03/10	31/03/25	ING Bank N.V.	Hard Bullet	No
Series 44		EUR	22,000,000	22,000,000	4.4800%	09/04/10	09/04/40	ING Bank N.V.	Hard Bullet	No
Series 45		EUR	55,000,000	55,000,000	4.5500%	13/04/10	13/04/40	ING Bank N.V.	Hard Bullet	No
Series 46		EUR	50,000,000	50,000,000	4.0400%	15/04/10	15/04/25	ING Bank N.V.	Hard Bullet	No
Series 47		EUR	25,000,000	25,000,000	4.1100%	19/04/10	22/04/25	ING Bank N.V.	Hard Bullet	No
Series 48		EUR	35,000,000	35,000,000	4.4520%	23/04/10	23/04/30	ING Bank N.V.	Hard Bullet	No
Series 49		EUR	41,000,000	41,000,000	4.1400%	04/06/10	04/06/40	ING Bank N.V.	Hard Bullet	No
Series 50		EUR	51,000,000	51,000,000	4.1200%	08/06/10	08/06/40	ING Bank N.V.	Hard Bullet	No
Series 51		EUR	20,000,000	20,000,000	4.1000%	22/06/10	22/06/40	ING Bank N.V.	Hard Bullet	No
Series 52		EUR	31,000,000	31,000,000	4.3100%	29/06/10	29/06/40	ING Bank N.V.	Hard Bullet	No
Series 53	XS0523524790	EUR	10,000,000	10,000,000	Euribor3M + 0.6450%	06/07/10	27/09/20	ING Bank N.V.	Hard Bullet	No
Series 54		EUR	25,000,000	25,000,000	4.0600%	15/07/10	15/07/30	ING Bank N.V.	Hard Bullet	No
Series 55		EUR	20,000,000	20,000,000	4.0600%	15/07/10	15/07/30	ING Bank N.V.	Hard Bullet	No
Series 56		EUR	8,500,000	8,500,000	4.0600%	15/07/10	15/07/30	ING Bank N.V.	Hard Bullet	No
Series 57		EUR	26,500,000	26,500,000	4.0600%	15/07/10	15/07/30	ING Bank N.V.	Hard Bullet	No
Series 58		EUR	5,000,000	5,000,000	4.0600%	15/07/10	15/07/30	ING Bank N.V.	Hard Bullet	No
Series 59		EUR	5,000,000	5,000,000	4.0600%	15/07/10	15/07/30	ING Bank N.V.	Hard Bullet	No
Series 60		EUR	13,000,000	13,000,000	4.0600%	15/07/10	15/07/30	ING Bank N.V.	Hard Bullet	No
Series 61		EUR	57,000,000	57,000,000	4.0600%	15/07/10	15/07/30	ING Bank N.V.	Hard Bullet	No
Series 62		EUR	115,000,000	115,000,000	4.0600%	15/07/10	15/07/30	ING Bank N.V.	Hard Bullet	No
Series 63		EUR	25,000,000	25,000,000	4.0600%	15/07/10	15/07/30	ING Bank N.V.	Hard Bullet	No
Series 64		EUR	100,000,000	100,000,000	4.1500%	23/07/10	23/07/30	ING Bank N.V.	Hard Bullet	No
Series 65	XS0537421736	EUR	2,000,000,000	0	2.2500%	31/08/10	31/08/15	ING Bank N.V.	Hard Bullet	N/A
Series 66		EUR	150,000,000	150,000,000	3.4600%	15/09/10	15/09/27	ING Bank N.V.	Hard Bullet	No
Series 67		EUR	32,000,000	32,000,000	3.4650%	30/09/10	29/09/23	ING Bank N.V.	Hard Bullet	No
Series 68		EUR	20,000,000	20,000,000	3.5600%	27/09/10	29/09/25	ING Bank N.V.	Hard Bullet	No
Series 69		EUR	68,000,000	68,000,000	3.5000%	30/09/10	30/09/27	ING Bank N.V.	Hard Bullet	No
Series 70		EUR	10,000,000	10,000,000	3.7800%	21/10/10	21/10/30	ING Bank N.V.	Hard Bullet	No
Series 71		EUR	10,000,000	10,000,000	4.0000%	21/10/10	21/10/30	ING Bank N.V.	Hard Bullet	No
Series 72	XS0552397118	NOK	500,000,000	500,000,000	4.6000%	27/10/10	27/10/20	ING Bank N.V.	Hard Bullet	No
		EUR*	61,812,338	61,812,338						
Series 73	XS0555431278	NOK	500,000,000	500,000,000	4.7150%	02/11/10	02/11/20	ING Bank N.V.	Hard Bullet	No
		EUR*	61,576,355	61,576,355						
Series 74		EUR	40,000,000	40,000,000	4.0000%	09/11/10	09/11/40	ING Bank N.V.	Hard Bullet	No
Series 75		EUR	63,000,000	63,000,000	3.0100%	19/11/10	19/11/18	ING Bank N.V.	Hard Bullet	No
Series 76	CH012041325	CHF	350,000,000	350,000,000	1.8750%	24/11/10	29/08/18	ING Bank N.V.	Hard Bullet	No
		EUR*	259,740,260	259,740,260						
Series 77	US449786AH59	USD	1,000,000,000	0	2.5000%	24/11/10	14/01/16	ING Bank N.V.	Hard Bullet	N/A
		EUR*	735,294,118	0						
Series 78		EUR	20,000,000	20,000,000	3.7800%	25/11/10	25/11/25	ING Bank N.V.	Hard Bullet	No
Series 79		EUR	20,000,000	20,000,000	3.0400%	29/11/10	29/11/17	ING Bank N.V.	Hard Bullet	No
Series 80		EUR	20,000,000	20,000,000	4.3500%	08/12/10	10/12/40	ING Bank N.V.	Hard Bullet	No
Series 81		EUR	40,000,000	40,000,000	4.3400%	10/12/10	10/12/40	ING Bank N.V.	Hard Bullet	No
Series 82	XS0576072622	EUR	1,550,000,000	1,550,000,000	3.3750%	11/01/11	11/01/18	ING Bank N.V.	Soft Bullet	1
Series 83		EUR	42,000,000	42,000,000	4.4000%	14/01/11	14/01/41	ING Bank N.V.	Hard Bullet	No
Series 84	XS0586995442	NOK	500,000,000	500,000,000	5.1150%	01/02/11	01/02/21	ING Bank N.V.	Hard Bullet	No
		EUR*	63,572,791	63,572,791						
	1		33,372,731	55,572,751	1	1	1		1	1



Series	ISIN	Currency	Initial Principal Balance*	Outstanding Amount*	Coupon	Issuance Date	Maturity Date	IRS Counterparty	Redemption Type	LCR HQLA Category
Series 85		NOK	500,000,000	500,000,000	5.1900%	03/02/11	03/02/21	ING Bank N.V.	Hard Bullet	No
		EUR*	63,532,402	63,532,402						
Series 86		EUR	10,000,000	10,000,000	4.0600%	09/02/11	29/03/21	ING Bank N.V.	Hard Bullet	No
Series 87		EUR	23,000,000	23,000,000	4.7400%	01/03/11	01/03/41	ING Bank N.V.	Hard Bullet	No
Series 88	XS0598250115	EUR	2,000,000,000	0	3.2500%	03/03/11	03/03/16	ING Bank N.V.	Soft Bullet	N/A
Series 89		EUR	50,000,000	50,000,000	4.2230%	03/03/11	03/03/28	ING Bank N.V.	Hard Bullet	No
Series 90	CH0126516043	CHF	125,000,000	125,000,000	2.6250%	23/03/11	23/03/21	ING Bank N.V.	Hard Bullet	No
		EUR*	96,547,463	96,547,463						
Series 91	XF0000B02994	EUR	100,000,000	100,000,000	4.1250%	16/03/11	16/03/21	ING Bank N.V.	Hard Bullet	No
Series 92		EUR	116,000,000	116,000,000	4.0100%	25/03/11	25/03/21	ING Bank N.V.	Hard Bullet	No
Series 93		EUR	15,000,000	15,000,000	4.3000%	25/03/11	25/09/24	ING Bank N.V.	Hard Bullet	No
Series 94		EUR	10,000,000	10,000,000	4.6500%	25/03/11	25/03/31	ING Bank N.V.	Hard Bullet	No
Series 95		EUR	21,000,000	21,000,000	4.2500%	28/03/11	28/03/23	ING Bank N.V.	Hard Bullet	No
Series 96		EUR	15,000,000	15,000,000	4.4450%	30/03/11	30/03/26	ING Bank N.V.	Hard Bullet	No
Series 97		EUR	30,000,000	30,000,000	4.5500%	04/04/11	05/04/27	ING Bank N.V.	Hard Bullet	No
Series 98		EUR	15,000,000	15,000,000	4.6250%	07/04/11	22/12/31	ING Bank N.V.	Hard Bullet	No
Series 99		EUR	16,000,000	16,000,000	4.2600%	12/04/11	12/04/21	ING Bank N.V.	Hard Bullet	No
Series 100		EUR	28,000,000	28,000,000	4.7000%	15/04/11	18/04/28	ING Bank N.V.	Hard Bullet	No
Series 101		EUR	10,000,000	10,000,000	4.3000%	27/04/11	27/04/22	ING Bank N.V.	Hard Bullet	No
Series 102		EUR	65,000,000	65,000,000	4.4550%	12/05/11	12/05/26	ING Bank N.V.	Hard Bullet	No
Series 103		EUR	25,000,000	25,000,000	4.2800%	16/06/11	16/06/26	ING Bank N.V.	Hard Bullet	No
Series 104		EUR	50,000,000	50,000,000	3.9400%	01/07/11	01/07/21	ING Bank N.V.	Hard Bullet	No
Series 105		EUR	110,000,000	110,000,000	4.0900%	08/07/11	08/07/21	ING Bank N.V.	Hard Bullet	No
Series 106		EUR	100,000,000	100,000,000	4.5100%	08/07/11	08/07/31	ING Bank N.V.	Hard Bullet	No
Series 107		EUR	100,000,000	100,000,000	4.1900%	03/08/11	03/08/26	ING Bank N.V.	Hard Bullet	No
Series 108		EUR	24,500,000	24,500,000	3.9050%	25/08/11	25/08/31	ING Bank N.V.	Hard Bullet	No
Series 109	XS0671362506	EUR	1,750,000,000	1,750,000,000	3.6250%	31/08/11	31/08/21	ING Bank N.V.	Soft Bullet	1
Series 110		NOK	500,000,000	500,000,000	5.0300%	07/09/11	07/09/26	ING Bank N.V.	Hard Bullet	No
		EUR*	63,979,527	63,979,527						
Series 111		EUR	40,000,000	40,000,000	3.9500%	02/09/11	02/09/31	ING Bank N.V.	Hard Bullet	No
Series 112		EUR	102,000,000	102,000,000	4.2800%	07/09/11	07/09/40	ING Bank N.V.	Hard Bullet	No
Series 113		EUR	4,000,000	4,000,000	4.2800%	07/09/11	07/09/40	ING Bank N.V.	Hard Bullet	No
Series 114		EUR	21,000,000	21,000,000	4.0000%	20/10/11	20/10/31	ING Bank N.V.	Hard Bullet	No
Series 115		EUR	185,000,000	185,000,000	3.5000%	15/11/11	13/11/26	ING Bank N.V.	Hard Bullet	No
Series 116	XS0728783373	EUR	1,750,000,000	1,750,000,000	3.3750%	10/01/12	10/01/22	ING Bank N.V.	Soft Bullet	1
Series 117		NOK	1,000,000,000	1,000,000,000	4.7000%	07/03/12	07/03/27	ING Bank N.V.	Hard Bullet	No
		EUR*	133,466,800	133,466,800						
Series 118		EUR	20,000,000	20,000,000	3.7500%	22/03/12	22/03/32	ING Bank N.V.	Hard Bullet	No
Series 119		EUR	20,000,000	20,000,000	2.7900%	01/06/12	01/06/27	ING Bank N.V.	Hard Bullet	No
Series 120		EUR	10,000,000	10,000,000	2.9300%	11/07/12	11/07/42	ING Bank N.V.	Hard Bullet	No
Series 121		EUR	100,000,000	100,000,000	2.8750%	20/07/12	20/07/29	ING Bank N.V.	Hard Bullet	No
Series 122		EUR	10,000,000	10,000,000	2.8000%	20/07/12	20/07/27	ING Bank N.V.	Hard Bullet	No
Series 123		EUR	15,000,000	15,000,000	3.1300%	02/08/12	02/08/32	ING Bank N.V.	Hard Bullet	No
Series 124		USD	12,000,000	12,000,000	3.1500%	02/08/12	02/08/32	ING Bank N.V.	Hard Bullet	No
		EUR*	9,756,098	9,756,098						
Series 125		EUR	38,500,000	38,500,000	2.8300%	01/08/12	01/08/29	ING Bank N.V.	Hard Bullet	No
Series 126		EUR	150,000,000	150,000,000	2.6000%	01/08/12	01/08/24	ING Bank N.V.	Hard Bullet	No
Series 127		EUR	30,000,000	30,000,000	3.2600%	16/08/12	16/08/42	ING Bank N.V.	Hard Bullet	No
Series 128		EUR	1,100,000	1,100,000	2.0500%	17/08/12	17/08/20	ING Bank N.V.	Hard Bullet	No



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Series	ISIN	Currency	Initial Principal Balance*	Outstanding Amount*	Coupon	Issuance Date	Maturity Date	IRS Counterparty	Redemption Type	LCR HQLA Category
Series 129		EUR	21,200,000	21,200,000	2.7600%	16/08/12	16/08/27	ING Bank N.V.	Hard Bullet	No
Series 130		EUR	15,000,000	15,000,000	2.2750%	17/08/12	17/08/22	ING Bank N.V.	Hard Bullet	No
Series 131		EUR	20,000,000	20,000,000	3.0500%	17/08/12	17/08/32	ING Bank N.V.	Hard Bullet	No
Series 132		EUR	15,000,000	15,000,000	2.4200%	20/08/12	21/08/23	ING Bank N.V.	Hard Bullet	No
Series 133		EUR	46,000,000	46,000,000	2.5300%	20/08/12	20/08/24	ING Bank N.V.	Hard Bullet	No
Series 134		EUR	20,000,000	20,000,000	2.4800%	21/08/12	20/10/23	ING Bank N.V.	Hard Bullet	No
Series 135		EUR	15,000,000	15,000,000	2.6250%	22/08/12	22/08/24	ING Bank N.V.	Hard Bullet	No
Series 136		EUR	15,000,000	15,000,000	2.3000%	24/08/12	24/08/22	ING Bank N.V.	Hard Bullet	No
Series 137	XS0820867223	EUR	2,000,000,000	2,000,000,000	2.0000%	28/08/12	28/08/20	ING Bank N.V.	Soft Bullet	1
Series 138		EUR	50,000,000	50,000,000	2.7800%	29/08/12	29/08/30	ING Bank N.V.	Hard Bullet	No
Series 139		EUR	20,000,000	20,000,000	3.0800%	20/09/12	20/09/34	ING Bank N.V.	Hard Bullet	No
Series 140		EUR	80,000,000	80,000,000	2.6150%	08/10/12	08/10/27	ING Bank N.V.	Hard Bullet	No
Series 141		EUR	10,000,000	10,000,000	2.6100%	05/10/12	22/12/27	ING Bank N.V.	Hard Bullet	No
Series 142	XS0842216276	EUR	30,000,000	30,000,000	Euribor3M + 0.4200%	12/10/12	12/10/20	ING Bank N.V.	Hard Bullet	No
Series 143		EUR	18,000,000	18,000,000	2.3175%	12/10/12	13/11/23	ING Bank N.V.	Hard Bullet	No
Series 144		EUR	10,000,000	10,000,000	2.2750%	29/11/12	29/11/23	ING Bank N.V.	Hard Bullet	No
Series 145		EUR	15,000,000	15,000,000	2.1400%	29/11/12	29/11/22	ING Bank N.V.	Hard Bullet	No
Series 146		EUR	15,000,000	15,000,000	2.5500%	29/11/12	30/11/26	ING Bank N.V.	Hard Bullet	No
Series 147		EUR	10,000,000	10,000,000	2.3700%	29/11/12	29/11/24	ING Bank N.V.	Hard Bullet	No
Series 148		USD	1,500,000,000	1,500,000,000	2.6250%	05/12/12	05/12/22	ING Bank N.V.	Hard Bullet	1
		EUR*	1,159,285,880	1,159,285,880						
Series 149		EUR	33,000,000	33,000,000	2.5520%	06/12/12	06/12/27	ING Bank N.V.	Hard Bullet	No
Series 150		EUR	112,000,000	112,000,000	2.3000%	06/12/12	06/12/24	ING Bank N.V.	Hard Bullet	No
Series 151		NOK	1,000,000,000	1,000,000,000	4.0000%	17/12/12	17/12/27	ING Bank N.V.	Hard Bullet	No
		EUR*	135,869,565	135,869,565						
Series 152		EUR	25,000,000	25,000,000	3.0650%	19/12/12	19/12/42	ING Bank N.V.	Hard Bullet	No
Series 153	XS0873155252	EUR	15,000,000	15,000,000	2.0300%	11/01/13	11/01/23	ING Bank N.V.	Hard Bullet	No
Series 154		EUR	25,000,000	25,000,000	2.4800%	31/01/13	31/01/28	ING Bank N.V.	Hard Bullet	No
Series 155		EUR	25,000,000	25,000,000	2.3750%	06/02/13	06/02/25	ING Bank N.V.	Hard Bullet	No
Series 156		EUR	16,000,000	16,000,000	2.3400%	06/02/13	30/09/24	ING Bank N.V.	Hard Bullet	No
Series 157		EUR	30,000,000	30,000,000	2.3500%	20/02/13	21/10/24	ING Bank N.V.	Hard Bullet	No
Series 158		EUR	35,000,000	35,000,000	2.9440%	27/03/13	27/03/37	ING Bank N.V.	Hard Bullet	No
Series 159		EUR	30,000,000	30,000,000	2.1900%	30/04/13	28/04/28	ING Bank N.V.	Hard Bullet	No
Series 160	XS0943053157	EUR	100,000,000	100,000,000	2.2900%	22/05/13	22/05/28	ING Bank N.V.	Hard Bullet	No
Series 161	XS0935034651	EUR	1,250,000,000	1,250,000,000	1.8750%	22/05/13	22/05/23	ING Bank N.V.	Soft Bullet	1
Series 162		EUR	20,000,000	20,000,000	3.0300%	19/06/13	19/06/43	ING Bank N.V.	Hard Bullet	No
Series 163		EUR	30,000,000	30,000,000	3.0300%	19/06/13	19/06/43	ING Bank N.V.	Hard Bullet	No
Series 164		EUR	50,000,000	50,000,000	2.5320%	15/07/13	17/07/28	ING Bank N.V.	Hard Bullet	No
Series 165		EUR	10,000,000	10,000,000	2.1150%	02/08/13	02/08/23	ING Bank N.V.	Hard Bullet	No
Series 166		EUR	25,000,000	25,000,000	2.7650%	18/09/13	18/09/28	ING Bank N.V.	Hard Bullet	No
Series 167		EUR	20,000,000	20,000,000	3.1100%	31/10/13	31/10/33	ING Bank N.V.	Hard Bullet	No
Series 168		EUR	100,000,000	100,000,000	2.4750%	05/11/13	05/11/25	ING Bank N.V.	Hard Bullet	No
Series 169		EUR	20,000,000	20,000,000	3.2300%	09/12/13	09/12/43	ING Bank N.V.	Hard Bullet	No
Series 170		EUR	110,000,000	110,000,000	2.5000%	19/12/13	19/12/25	ING Bank N.V.	Hard Bullet	No
Series 171	XS1053594385	EUR	500,000,000	500,000,000	2.0000%	04/04/14	04/04/24	ING Bank N.V.	Soft Bullet	No
Series 171	XS1053594385	EUR	1,000,000,000	1,000,000,000	2.0000%	30/04/14	04/04/24	ING Bank N.V.	Soft Bullet	1
	<u> </u>	<u> </u>							l	

 $^{^{\}star}$ Amounts to be reported in the relevant currency, and also the euro-equivalent amounts





Asset Cover Test

Asset Cover Test	
A	27,526,705,712.47
В	0.00
С	0.00
D	0.00
E	18,677,624.21
X	0.00
Υ	0.00
z	0.00
Total: A+B+C+D+E-X-Y-Z	27,545,383,336.68
Outstanding bonds	24,567,594,725.03
Pass/Fail	Pass
ACT Cover Ratio	112.12 %
Parameters	
Asset percentage	79.50 %
Cap LTV Cut-Off indexed valuation % non-NHG	80.00 %
Cap LTV Cut-Off indexed valuation % NHG	80.00 %
% of Index Increases	90.00 %
% of Index Decreases	100.00 %
Reserve Fund	0.00
Supplemental Liquidity Reserve Amount	0.00
Deduction Set-Off	48,492,417.65
Ratings	
S&P	AAA
Moody's	Aaa
Fitch	AAA
Other	
UCITS compliant	True
CRR compliant	True
ECBC Label compliant	True
Overcollateralisation	
Legally required minimum OC	5.00 %
Documented minimum OC	25.79 %
Nominal OC	40.58 %



Counterparty Credit Ratings & Triggers

			S&P (ST/LT)		s (ST/LT)	Fitch	(ST/LT)	DBRS	(ST/LT)	
Role	Party	Rating trigger	Current rating	Consequence if breached*						
ACCOUNT BANK	ING Bank N.V.	A-1 / A	A-1 / A	P-1 /	P-1 /	F1 / A	F1 / A+	/	/	Replacement of Account Bank or other remedy
INTEREST RATE SWAP PROVIDER	ING Bank N.V.	A-1 / A	A-1 / A	P-1 / A2	P-1 / A1	F1 / A	F1 / A+	/	/	Replacement of Swap Provider or other remedy
ISSUER or ADMINISTRATOR	ING Bank N.V.	/ A-	/ A	/ A3	/ A1	F1 / A	F1 / A+	/	/	Increase frequency of verification by Asset Monitor of Asset Cover Test or Amortisation Test calculations, as applicable
ISSUER-ACT trigger for savings deposits	ING Bank N.V.	A-1 / A	A-1 / A	P-1 /	P-1 /	F1 / A	F1 / A+	/	/	Item "Y" of Asset Cover Test is activated
ISSUER-Notification Event	ING Bank N.V.	/ BBB+	/ A	/ Baa1	/ A1	/ BBB+	/ A+	/	/	Notification Event
ISSUER-Pledge of residual claims	ING Bank N.V.	/ BBB+	/ A	/ Baa1	/ A1	F1 / A	F1 / A+	/	/	Originators to pledge Residual Claims to the CBC
ISSUER-Pre-maturity test trigger	ING Bank N.V.	A-1 / A	A-1 / A	P-1 /	P-1 /	F1+/	F1 /	/	/	Supplementary Liquidity Event and, if the Supplementary Liquidity Event occurs on a Pre- Maturity Test Date, failure of the Pre-Maturity Test
ISSUER-Reserve fund build up trigger	ING Bank N.V.	A-1 / A	A-1 / A	P-1 /	P-1 /	F1 / A	F1 / A+	/	/	CBC to maintain a Reserve Fund
SERVICER	ING Bank N.V.	/ BBB+	/ A	/ Baa3	/ A1	/ BBB-	/ A+	/	/	Replacement of Initial Servicer
STRUCTURED SWAP PROVIDER	ING Bank N.V.	A-1 / A	A-1 / A	P-1 / A2	P-1 / A1	F1 / A	F1 / A+	/	/	Replacement of Swap Provider or other remedy
TOTAL RETURN SWAP PROVIDER	ING Bank N.V.	A-1 / A	A-1 / A	P-1 / A2	P-1 / A1	F1 / A	F1 / A+	/	/	Replacement of Swap Provider or other remedy

 $[\]ensuremath{^\star}$ Event is triggered if credit rating is below the rating as mentioned in the table



Ledgers & Investments

Ledgers

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

Investments

Total	0.00
Authorised Investments Balance	0.00
Substitution Assets Balance	0.00

Liquidity Buffer

Required Buffer	N/A
Available Buffer	N/A
Expected Net Receipts	N/A
Cash	N/A
Bonds	N/A



Regulatory Information

CRR Article 129

Article 129 CRR "Exposures in the form of covered bonds"

(7) Exposures in the form of covered bonds are eligible for preferential treatment, provided that the institution investing in the covered bonds can demonstrate to the competent authorities that:

(a) it receives portfolio information at least on:

(i) the value of the covered pool and outstanding covered bonds;

> value of the cover pool table Portfolio characteristics

value of the outstanding covered bonds table Covered Bonds

(ii) the geographical distribution and type of cover assets,

loan size, interest rate and currency risks;

geographical distribution of cover assets tabel Geographical Distribution (by province) Geographical Distribution

type of cover assets table Portfolio Characteristics

table Outstanding Loan Amount Outstanding Loan Amount loan size

interest rate risk and currency risk table Covered Bonds for coupon and currency information of the covered bonds

table Loanpart Coupon (interest rate bucket) Coupon for coupons of mortgages

table Counterparty Ratings & Triggers for IRS/TRS information

See base prospectus for information about hedging

Only EUR denominated mortgages: see BP

(iii) the maturity structure of cover assets and covered

bonds; and

maturity structure of cover assets table Legal Maturity Legal Maturity

maturity structure of covered bonds table Covered Bonds

(iv) the percentage of loans more than ninety days past

due;

table Delinquencies

(b) the issuer makes the information referred to in point (a)

available to the institution at least semi annually.

table Portfolio Characteristics

Overcollateralisation

Legally required minimum OC table Asset Cover Test table Asset Cover Test Documented minimum OC Nominal OC table Asset Cover Test



Delinquencies

From (>)	Until (<=)	Arrears Amount	Aggregate Outstanding Not. Amount	% of Total	Nr of Mortgage Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	Weighted Aveage CLTIMV
	Performing	8.87	34,226,166,468.00	99.10 %	380,446	99.26 %	3.58 %	19.42	76.49 %
<=	30 days	732,663.59	215,416,511.18	0.62 %	1,977	0.52 %	4.12 %	19.60	88.64 %
30 days	60 days	381,978.33	72,089,832.25	0.21 %	679	0.18 %	3.44 %	20.01	91.53 %
60 days	90 days	211,295.84	22,927,034.12	0.07 %	198	0.05 %	3.77 %	19.90	91.95 %
90 days	120 days	0.00	0.00	0.00 %	0	0.00 %	0.00 %	0.00	0.00 %
120 days	150 days	0.00	0.00	0.00 %	0	0.00 %	0.00 %	0.00	0.00 %
150 days	180 days	0.00	0.00	0.00 %	0	0.00 %	0.00 %	0.00	0.00 %
180 days	>	0.00	0.00	0.00 %	0	0.00 %	0.00 %	0.00	0.00 %
	Total	1,325,946.63	34,536,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %

Frequency of publication National Transparancy Template:



Monthly

Stratifications

Portfolio Characteristics	
Principal amount	35,887,181,308.14
Value of saving deposits	1,350,581,462.59
Net principal balance	34,536,599,845.55
Construction Deposits	0.00
Net principal balance excl. Construction and Saving Deposits	34,536,599,845.55
Number of loans	206,124
Number of loanparts	383,300
Average principal balance (borrower)	167,552.54
Average principal balance (loanpart)	90,103.31
Weighted average current interest rate	3.58 %
Weighted average maturity (in years)	19.42
Weighted average remaining time to interest reset (in years)	5.17
Weighted average seasoning (in years)	10.16
Weighted average CLTOMV	76.60 %
Weighted average CLTIMV	76.60 %
Maximum current interest rate	8.80 %
Minimum current interest rate	0.00 %
Type of cover assets:	Dutch Residential Mortgages
Currency Portfolio:	EUR



Redemption Type

Description		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
Annuity	,	964,800,677.81	2.79 %	18,448	4.81 %	3.77 %	22.27	76.91 %
Bank Savings		1,892,130,138.83	5.48 %	21,139	5.52 %	4.45 %	22.12	89.50 %
Interest Only		23,376,871,041.84	67.69 %	232,874	60.76 %	3.55 %	19.45	74.37 %
Hybrid		872,789,975.40	2.53 %	10,447	2.73 %	4.43 %	18.62	83.25 %
Investments		3,061,192,631.20	8.86 %	21,087	5.50 %	3.55 %	18.42	91.12 %
Life Insurance		2,327,643,213.83	6.74 %	24,297	6.34 %	3.73 %	15.16	83.17 %
Lineair		113,242,623.50	0.33 %	2,562	0.67 %	3.55 %	20.32	66.94 %
Savings		705,801,049.54	2.04 %	21,122	5.51 %	5.05 %	10.85	48.07 %
Credit Mortgage		1,222,128,493.60	3.54 %	31,324	8.17 %	1.02 %	28.54	62.94 %
Other								
	Total	34,536,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %



Outstanding Loan Amount

From (>) - Until (<=)		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
<= 25.000	'	135,050,463.42	0.39 %	9,199	4.46 %	3.92 %	12.08	10.88 %
25,000 - 50,000		601,480,178.78	1.74 %	15,481	7.51 %	3.73 %	14.46	21.35 %
50,000 - 75,000		1,110,917,297.78	3.22 %	17,487	8.48 %	3.68 %	15.85	33.08 %
75,000 - 100,000		1,785,747,408.03	5.17 %	20,138	9.77 %	3.57 %	17.53	45.88 %
100,000 - 150,000		5,509,948,076.05	15.95 %	43,369	21.04 %	3.65 %	18.95	65.00 %
150,000 - 200,000		6,784,425,600.94	19.64 %	38,541	18.70 %	3.69 %	19.73	78.38 %
200,000 - 250,000		5,697,038,918.42	16.50 %	25,311	12.28 %	3.64 %	19.92	84.34 %
250,000 - 300,000		4,240,162,549.77	12.28 %	15,433	7.49 %	3.58 %	20.07	86.48 %
300,000 - 350,000		2,654,220,714.97	7.69 %	8,179	3.97 %	3.52 %	19.96	87.48 %
350,000 - 400,000		1,878,507,140.04	5.44 %	5,008	2.43 %	3.44 %	20.12	88.67 %
400,000 - 450,000		1,244,534,449.69	3.60 %	2,931	1.42 %	3.41 %	20.21	89.46 %
450,000 - 500,000		840,667,234.47	2.43 %	1,766	0.86 %	3.28 %	20.08	90.08 %
500,000 - 550,000		536,621,954.08	1.55 %	1,020	0.49 %	3.30 %	20.17	91.65 %
550,000 - 600,000		444,075,999.86	1.29 %	770	0.37 %	3.28 %	20.45	92.01 %
600,000 - 650,000		291,825,330.35	0.84 %	465	0.23 %	3.29 %	19.90	93.13 %
650,000 - 700,000		237,394,563.42	0.69 %	350	0.17 %	3.19 %	20.22	92.01 %
700,000 - 750,000		185,181,672.83	0.54 %	254	0.12 %	3.12 %	20.53	93.37 %
750,000 - 800,000		115,472,757.38	0.33 %	148	0.07 %	2.90 %	20.62	93.64 %
800,000 - 850,000		76,184,064.70	0.22 %	92	0.04 %	3.12 %	20.79	94.61 %
850,000 - 900,000		84,491,724.74	0.24 %	96	0.05 %	3.22 %	20.77	90.65 %
900,000 - 950,000		34,301,441.41	0.10 %	37	0.02 %	2.98 %	21.56	96.90 %
950,000 - 1,000,000		48,350,304.42	0.14 %	49	0.02 %	2.96 %	20.78	90.72 %
> 1.000.000								
Unknown								
	Total	34,536,599,845.55	100.00 %	206,124	100.00 %	3.58 %	19.42	76.60 %



Origination Year

From (>=) - Until (<)		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
<= 1998	'	1,449,773,286.73	4.20 %	32,407	8.45 %	3.59 %	9.12	39.59 %
1998 - 1999		707,753,955.59	2.05 %	11,549	3.01 %	3.71 %	11.49	50.39 %
1999 - 2000		1,102,732,913.14	3.19 %	15,845	4.13 %	3.60 %	12.47	55.64 %
2000 - 2001		895,565,112.37	2.59 %	11,516	3.00 %	2.99 %	13.64	61.49 %
2001 - 2002		974,169,535.47	2.82 %	11,252	2.94 %	3.27 %	14.85	69.80 %
2002 - 2003		1,163,583,232.00	3.37 %	12,414	3.24 %	3.31 %	16.23	74.36 %
2003 - 2004		1,762,712,355.62	5.10 %	18,549	4.84 %	3.12 %	17.28	74.65 %
2004 - 2005		2,473,777,611.31	7.16 %	26,937	7.03 %	2.95 %	18.34	75.62 %
2005 - 2006		4,035,610,612.48	11.69 %	42,507	11.09 %	3.07 %	19.28	79.59 %
2006 - 2007		4,880,396,919.84	14.13 %	47,570	12.41 %	3.63 %	19.93	82.40 %
2007 - 2008		3,857,609,390.81	11.17 %	35,519	9.27 %	4.21 %	20.96	81.62 %
2008 - 2009		3,055,179,681.94	8.85 %	27,880	7.27 %	4.20 %	21.84	82.16 %
2009 - 2010		1,780,676,631.21	5.16 %	18,046	4.71 %	3.37 %	22.48	81.71 %
2010 - 2011		1,967,092,791.51	5.70 %	21,756	5.68 %	3.73 %	22.99	84.40 %
2011 - 2012		2,733,321,176.86	7.91 %	28,831	7.52 %	3.87 %	23.76	85.14 %
2012 - 2013		504,372,929.83	1.46 %	5,928	1.55 %	4.06 %	24.02	81.53 %
2013 - 2014		930,806,129.66	2.70 %	10,118	2.64 %	3.76 %	24.60	74.01 %
2014 - 2015		91,780,854.51	0.27 %	1,688	0.44 %	3.63 %	23.56	73.76 %
2015 - 2016		114,813,389.63	0.33 %	2,097	0.55 %	3.13 %	24.87	74.70 %
2016 >=		54,871,335.04	0.16 %	891	0.23 %	2.74 %	24.72	75.43 %
Unknown								
	Total	34,536,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %



Seasoning

From (>=) - Until (<)	Aggregate	Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
< 1 year	1	30,497,517.34	0.38 %	2,282	0.60 %	2.89 %	24.94	75.59 %
1 year - 2 years		98,947,769.89	0.29 %	1,833	0.48 %	3.51 %	23.83	73.34 %
2 years - 3 years	7	44,190,802.95	2.15 %	8,134	2.12 %	3.71 %	24.59	73.41 %
3 years - 4 years	3	17,150,413.39	0.92 %	3,850	1.00 %	3.92 %	24.12	77.08 %
4 years - 5 years	1,9	98,547,734.81	5.79 %	21,357	5.57 %	4.05 %	23.91	84.48 %
5 years - 6 years	2,5	92,835,815.32	7.51 %	28,284	7.38 %	3.70 %	23.36	85.36 %
6 years - 7 years	1,7	31,584,730.83	5.01 %	18,358	4.79 %	3.38 %	22.54	81.94 %
7 years - 8 years	2,5	12,942,133.92	7.28 %	23,372	6.10 %	4.05 %	22.08	82.08 %
8 years - 9 years	3,4	70,555,530.61	10.05 %	31,473	8.21 %	4.27 %	21.32	81.60 %
9 years - 10 years	4,3	69,732,672.04	12.65 %	41,521	10.83 %	3.95 %	20.30	82.38 %
10 years - 11 years	4,9	45,971,982.25	14.32 %	50,532	13.18 %	3.18 %	19.52	80.92 %
11 years - 12 years	2,8	14,587,118.66	8.15 %	30,901	8.06 %	2.97 %	18.68	76.54 %
12 years - 13 years	2,0	82,579,072.41	6.03 %	21,845	5.70 %	3.01 %	17.54	74.82 %
13 years - 14 years	1,2	37,554,292.20	3.58 %	13,067	3.41 %	3.22 %	16.61	74.97 %
14 years - 15 years	1,0	58,063,444.70	3.06 %	11,702	3.05 %	3.39 %	15.27	71.88 %
15 years - 16 years	8	74,890,849.76	2.53 %	11,062	2.89 %	2.90 %	14.05	63.75 %
16 years - 17 years	1,0	55,215,664.84	3.06 %	14,559	3.80 %	3.54 %	12.80	57.38 %
17 years - 18 years	8	68,556,419.27	2.51 %	13,645	3.56 %	3.67 %	11.79	51.99 %
18 years - 19 years	5	59,195,827.99	1.62 %	10,007	2.61 %	3.58 %	10.74	46.94 %
19 years - 20 years	4	23,932,088.17	1.23 %	8,339	2.18 %	3.54 %	10.03	42.63 %
20 years - 21 years	1	96,780,340.33	0.57 %	4,437	1.16 %	3.47 %	9.38	38.56 %
21 years - 22 years	1	59,579,543.78	0.46 %	3,919	1.02 %	3.74 %	8.32	34.80 %
22 years - 23 years	1	07,284,297.42	0.31 %	2,810	0.73 %	3.48 %	7.48	31.87 %
23 years - 24 years		50,913,217.10	0.15 %	1,576	0.41 %	4.08 %	6.62	28.69 %
24 years - 25 years		30,135,470.82	0.09 %	1,014	0.26 %	3.94 %	6.19	26.65 %
25 years - 26 years		23,901,066.45	0.07 %	847	0.22 %	3.82 %	5.03	23.50 %
26 years - 27 years		21,176,066.15	0.06 %	750	0.20 %	3.56 %	4.38	26.40 %
27 years - 28 years		18,092,404.59	0.05 %	519	0.14 %	3.07 %	3.18	27.94 %
28 years - 29 years		12,077,761.26	0.03 %	406	0.11 %	3.35 %	2.34	33.05 %
29 years - 30 years		7,821,388.39	0.02 %	296	0.08 %	2.82 %	5.75	31.41 %
30 years >=		21,306,407.91	0.06 %	603	0.16 %	3.41 %	6.64	33.65 %
Unknown								
	Total 34,5	36,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %



Legal Maturity

From (>=) - Until (<)		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
< 2015								
2015 - 2020		305,639,551.76	0.88 %	9,430	2.46 %	3.67 %	2.24	46.73 %
2020 - 2025		833,944,199.77	2.41 %	19,373	5.05 %	3.87 %	6.63	47.99 %
2025 - 2030		3,142,048,204.41	9.10 %	49,368	12.88 %	3.64 %	11.74	55.66 %
2030 - 2035		7,791,169,800.43	22.56 %	77,824	20.30 %	3.39 %	16.54	75.55 %
2035 - 2040		16,091,657,934.67	46.59 %	141,723	36.97 %	3.79 %	20.74	82.22 %
2040 - 2045		4,986,500,539.74	14.44 %	51,750	13.50 %	3.78 %	25.13	83.29 %
2045 - 2050		160,121,502.05	0.46 %	2,462	0.64 %	3.15 %	29.44	76.59 %
2050 - 2055		1,902,415.13	0.01 %	22	0.01 %	3.87 %	36.13	89.89 %
2055 - 2060		639,424.38	0.00 %	9	0.00 %	3.93 %	40.48	83.29 %
2060 - 2065		10,216.60	0.00 %	1	0.00 %	4.95 %	45.83	60.01 %
2065 - 2070		462,000.00	0.00 %	3	0.00 %	4.02 %	50.08	51.91 %
2070 - 2075								
2075 - 2080								
2080 - 2085								
2085 - 2090		375,563.01	0.00 %	11	0.00 %	2.70 %	71.19	92.30 %
2090 - 2095								
2095 - 2100								
2100 >=								
Credit Mortgage		1,222,128,493.60	3.54 %	31,324	8.17 %	1.02 %	28.54	62.94 %
Unknown								
	Total	34,536,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %



Remaining Tenor

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
< 1 years	32,889,552.41	0.10 %	1,623	0.42 %	3.14 %	0.52	47.79 %
1 years - 2 years	76,984,561.09	0.22 %	2,535	0.66 %	3.51 %	1.47	45.42 %
2 years - 3 years	112,312,524.63	0.33 %	3,080	0.80 %	3.75 %	2.48	47.39 %
3 years - 4 years	118,751,104.11	0.34 %	3,203	0.84 %	3.86 %	3.44	46.73 %
4 years - 5 years	110,888,173.44	0.32 %	3,025	0.79 %	3.76 %	4.47	47.59 %
5 years - 6 years	126,385,917.71	0.37 %	3,083	0.80 %	3.93 %	5.47	50.15 %
6 years - 7 years	147,818,803.80	0.43 %	3,469	0.91 %	4.00 %	6.47	48.07 %
7 years - 8 years	226,746,066.94	0.66 %	4,882	1.27 %	3.80 %	7.50	47.42 %
8 years - 9 years	275,124,163.32	0.80 %	5,715	1.49 %	3.85 %	8.44	48.33 %
9 years - 10 years	316,230,030.00	0.92 %	6,095	1.59 %	3.61 %	9.50	52.28 %
10 years - 11 years	523,008,844.45	1.51 %	9,138	2.38 %	3.68 %	10.49	50.94 %
11 years - 12 years	609,420,643.03	1.76 %	9,791	2.55 %	3.66 %	11.45	54.27 %
12 years - 13 years	859,057,355.39	2.49 %	12,736	3.32 %	3.62 %	12.48	56.78 %
13 years - 14 years	1,056,399,824.40	3.06 %	13,693	3.57 %	3.57 %	13.44	61.91 %
14 years - 15 years	1,039,095,120.88	3.01 %	12,035	3.14 %	3.37 %	14.49	69.25 %
15 years - 16 years	1,494,601,623.61	4.33 %	15,119	3.94 %	3.62 %	15.45	75.17 %
16 years - 17 years	1,326,200,908.69	3.84 %	12,403	3.24 %	3.52 %	16.47	78.27 %
17 years - 18 years	2,043,264,276.84	5.92 %	18,980	4.95 %	3.26 %	17.47	77.13 %
18 years - 19 years	2,560,924,130.06	7.42 %	24,904	6.50 %	3.17 %	18.49	78.49 %
19 years - 20 years	4,485,002,060.86	12.99 %	41,047	10.71 %	3.30 %	19.50	81.98 %
20 years - 21 years	4,028,919,957.91	11.67 %	34,585	9.02 %	4.03 %	20.44	83.19 %
21 years - 22 years	3,219,413,262.21	9.32 %	26,408	6.89 %	4.32 %	21.43	82.06 %
22 years - 23 years	2,316,074,457.20	6.71 %	19,695	5.14 %	4.11 %	22.37	82.43 %
23 years - 24 years	1,481,069,365.06	4.29 %	14,677	3.83 %	3.39 %	23.42	82.05 %
24 years - 25 years	2,171,674,551.31	6.29 %	22,310	5.82 %	3.67 %	24.54	86.02 %
25 years - 26 years	1,627,367,113.41	4.71 %	16,444	4.29 %	4.03 %	25.33	85.22 %
26 years - 27 years	218,079,287.19	0.63 %	2,598	0.68 %	3.83 %	26.69	75.90 %
27 years - 28 years	499,728,855.09	1.45 %	5,346	1.39 %	3.57 %	27.26	70.49 %
28 years - 29 years	83,353,834.61	0.24 %	1,427	0.37 %	3.49 %	28.52	74.26 %
29 years - 30 years	108,675,249.42	0.31 %	1,720	0.45 %	3.01 %	29.44	77.28 %
30 years >=	19,009,732.88	0.06 %	210	0.05 %	3.54 %	33.01	80.21 %
Credit Mortgage	1,222,128,493.60	3.54 %	31,324	8.17 %	1.02 %	28.54	62.94 %
Unknown							
	Total 34,536,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %



Current Loan To Original Market Value

From (>) - Until (<=)		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
0.00 % - 10.00 %		140,958,148.38	0.41 %	7,831	2.28 %	3.94 %	11.31	7.00 %
10.00 % - 20.00 %		599,553,895.42	1.74 %	13,316	4.64 %	3.61 %	14.13	15.79 %
20.00 % - 30.00 %		1,199,309,313.24	3.47 %	16,486	6.57 %	3.42 %	15.82	25.37 %
30.00 % - 40.00 %		1,758,291,691.06	5.09 %	17,401	7.68 %	3.35 %	17.10	35.28 %
40.00 % - 50.00 %		2,350,898,085.24	6.81 %	18,222	8.58 %	3.32 %	17.91	45.24 %
50.00 % - 60.00 %		2,936,513,906.09	8.50 %	18,563	9.21 %	3.33 %	18.55	55.25 %
60.00 % - 70.00 %		3,507,497,117.96	10.16 %	18,875	9.60 %	3.37 %	19.00	65.15 %
70.00 % - 80.00 %		4,045,074,974.90	11.71 %	19,016	9.97 %	3.47 %	19.35	75.09 %
80.00 % - 90.00 %		4,499,053,754.97	13.03 %	19,051	10.13 %	3.56 %	19.65	85.08 %
90.00 % - 100.00 %		4,616,565,136.66	13.37 %	18,272	9.90 %	3.67 %	19.99	95.01 %
100.00 % - 110.00 %		3,891,190,702.19	11.27 %	14,774	8.28 %	3.79 %	20.26	104.75 %
110.00 % - 120.00 %		1,908,202,381.23	5.53 %	7,072	4.01 %	3.86 %	20.38	113.98 %
120.00 % - 130.00 %		316,512,169.52	0.92 %	1,110	0.66 %	3.77 %	20.64	123.26 %
130.00 % - 140.00 %		54,190,117.24	0.16 %	164	0.11 %	3.50 %	21.35	133.81 %
140.00 % - 150.00 %		14,443,240.72	0.04 %	41	0.03 %	3.34 %	20.69	144.18 %
150.00 % >		6,679,238.64	0.02 %	20	0.01 %	3.51 %	21.90	158.14 %
NHG guarantee		2,691,665,972.09	7.79 %	15,910	8.35 %	4.12 %	23.62	91.38 %
	Total	34,536,599,845.55	100.00 %	206,124	100.00 %	3.58 %	19.42	76.60 %



Current Loan To Indexed Market Value

From (>) - Until (<=)		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
0.00 % - 10.00 %	,	140,940,232.31	0.41 %	7,830	2.28 %	3.94 %	11.31	7.00 %
10.00 % - 20.00 %		598,910,661.35	1.73 %	13,307	4.64 %	3.61 %	14.13	15.79 %
20.00 % - 30.00 %		1,199,624,468.98	3.47 %	16,493	6.57 %	3.42 %	15.82	25.36 %
30.00 % - 40.00 %		1,758,485,646.12	5.09 %	17,403	7.68 %	3.35 %	17.10	35.27 %
40.00 % - 50.00 %		2,352,157,226.80	6.81 %	18,225	8.58 %	3.32 %	17.91	45.24 %
50.00 % - 60.00 %		2,936,429,324.31	8.50 %	18,565	9.21 %	3.33 %	18.55	55.25 %
60.00 % - 70.00 %		3,507,056,983.01	10.15 %	18,873	9.60 %	3.37 %	19.00	65.15 %
70.00 % - 80.00 %		4,045,240,400.64	11.71 %	19,015	9.97 %	3.47 %	19.35	75.09 %
80.00 % - 90.00 %		4,499,145,529.10	13.03 %	19,052	10.13 %	3.56 %	19.65	85.08 %
90.00 % - 100.00 %		4,617,101,260.11	13.37 %	18,273	9.90 %	3.67 %	19.99	95.01 %
100.00 % - 110.00 %		3,890,423,893.29	11.26 %	14,771	8.28 %	3.79 %	14.13 15.82 17.10 17.91 18.55 19.00 19.35	104.76 %
110.00 % - 120.00 %		1,907,593,481.32	5.52 %	7,072	4.01 %	3.86 %	20.38	113.98 %
120.00 % - 130.00 %		316,512,169.52	0.92 %	1,110	0.66 %	3.77 %	20.64	123.26 %
130.00 % - 140.00 %		54,190,117.24	0.16 %	164	0.11 %	3.50 %	21.35	133.81 %
140.00 % - 150.00 %		14,443,240.72	0.04 %	41	0.03 %	3.34 %	20.69	144.18 %
150.00 % >		6,679,238.64	0.02 %	20	0.01 %	3.51 %	21.90	158.14 %
NHG Guarantee		2,691,665,972.09	7.79 %	15,910	8.35 %	4.12 %	23.62	91.38 %
	Total	34,536,599,845.55	100.00 %	206,124	100.00 %	3.58 %	19.42	76.60 %



Loanpart Coupon (interest rate bucket)

From (>) - Until (<=)		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
<= 0.5 %		701,766,263.32	2.03 %	7,656	2.00 %	0.46 %	15.15	57.82 %
0.5 % - 1.0 %		2,641,570,906.65	7.65 %	36,064	9.41 %	0.66 %	18.23	74.98 %
1.0 % - 1.5 %		182,834,109.83	0.53 %	2,085	0.54 %	1.13 %	18.95	74.96 %
1.5 % - 2.0 %		247,718,567.33	0.72 %	3,920	1.02 %	1.91 %	16.00	50.34 %
2.0 % - 2.5 %		3,329,203,102.41	9.64 %	45,412	11.85 %	2.26 %	22.56	63.94 %
2.5 % - 3.0 %		4,660,525,518.29	13.49 %	45,078	11.76 %	2.77 %	18.56	73.98 %
3.0 % - 3.5 %		3,989,137,143.74	11.55 %	38,002	9.91 %	3.27 %	19.18	81.07 %
3.5 % - 4.0 %		3,697,977,550.32	10.71 %	35,806	9.34 %	3.78 %	19.55	83.01 %
4.0 % - 4.5 %		4,651,778,196.04	13.47 %	44,856	11.70 %	4.30 %	20.30	81.04 %
4.5 % - 5.0 %		5,415,855,671.15	15.68 %	54,706	14.27 %	4.78 %	20.02	81.42 %
5.0 % - 5.5 %		3,152,344,544.28	9.13 %	37,279	9.73 %	5.25 %	19.50	79.55 %
5.5 % - 6.0 %		1,285,081,918.12	3.72 %	19,391	5.06 %	5.74 %	17.40	72.03 %
6.0 % - 6.5 %		395,684,790.07	1.15 %	8,364	2.18 %	6.24 %	13.61	57.51 %
6.5 % - 7.0 %		142,535,587.51	0.41 %	3,394	0.89 %	6.75 %	11.38	49.83 %
7.0 % >		42,585,976.49	0.12 %	1,287	0.34 %	7.33 %	9.50	40.06 %
Unknown								
	Total	34,536,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %



Remaining Interest Rate Fixed Period

From (>=) - Until (<)	Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
< 1 year	3,534,830,637.41	10.24 %	40,583	10.59 %	4.17 %	18.60	78.60 %
1 year - 2 years	3,115,289,754.02	9.02 %	36,488	9.52 %	4.21 %	18.16	77.66 %
2 years - 3 years	2,980,372,372.06	8.63 %	35,393	9.23 %	4.30 %	18.68	74.85 %
3 years - 4 years	2,258,745,529.19	6.54 %	26,520	6.92 %	3.94 %	18.42	75.34 %
4 years - 5 years	2,728,218,883.34	7.90 %	31,477	8.21 %	3.99 %	20.04	79.63 %
5 years - 6 years	1,664,660,090.18	4.82 %	18,910	4.93 %	4.38 %	20.15	79.46 %
6 years - 7 years	787,563,400.97	2.28 %	9,895	2.58 %	3.92 %	17.75	70.86 %
7 years - 8 years	1,047,530,727.29	3.03 %	12,307	3.21 %	4.21 %	19.00	68.44 %
8 years - 9 years	1,561,845,031.43	4.52 %	16,259	4.24 %	3.67 %	18.64	71.73 %
9 years - 10 years	6,493,387,167.25	18.80 %	57,691	15.05 %	3.15 %	19.63	78.72 %
10 years - 11 years	2,200,125,524.32	6.37 %	19,507	5.09 %	4.24 %	19.70	78.91 %
11 years - 12 years	1,288,593,903.85	3.73 %	11,183	2.92 %	4.87 %	20.42	79.68 %
12 years - 13 years	180,415,576.92	0.52 %	1,854	0.48 %	5.33 %	20.44	76.88 %
13 years - 14 years	46,463,770.64	0.13 %	617	0.16 %	5.01 %	18.19	69.07 %
14 years - 15 years	218,016,261.80	0.63 %	2,347	0.61 %	3.97 %	19.34	76.10 %
15 years - 16 years	24,626,502.13	0.07 %	276	0.07 %	4.89 %	20.16	77.33 %
16 years - 17 years	3,566,065.42	0.01 %	44	0.01 %	5.79 %	21.50	70.63 %
17 years - 18 years	9,296,995.77	0.03 %	126	0.03 %	5.21 %	19.31	64.16 %
18 years - 19 years	19,542,999.97	0.06 %	244	0.06 %	4.68 %	19.99	66.88 %
19 years - 20 years	143,225,923.25	0.41 %	1,326	0.35 %	4.04 %	21.19	76.36 %
20 years - 21 years	14,830,981.95	0.04 %	129	0.03 %	4.17 %	22.48	83.69 %
21 years - 22 years							
22 years - 23 years							
23 years - 24 years							
24 years - 25 years							
25 years - 26 years							
26 years - 27 years							
27 years - 28 years							
28 years - 29 years							
29 years - 30 years							
30 years >=							
Floating	4,215,451,746.39	12.21 %	60,124	15.69 %	0.88 %	21.26	72.65 %
Unknown							
	Total 34,536,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %



Interest Payment Type

Description		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
Floating		4,215,451,746.39	12.21 %	60,124	15.69 %	0.88 %	21.26	72.65 %
Fixed		30,321,148,099.16	87.79 %	323,176	84.31 %	3.96 %	19.17	77.15 %
Unknown								
	Total	34,536,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %



Property Description

Description		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
House	'	30,030,750,598.12	86.95 %	174,689	84.75 %	3.56 %	19.30	76.49 %
Apartment		4,505,849,247.43	13.05 %	31,435	15.25 %	3.78 %	20.23	77.38 %
Business								
House / Business (< 50%)								
House / Business (> 50%)								
Other								
Unknown								
	Total	34,536,599,845.55	100.00 %	206,124	100.00 %	3.58 %	19.42	76.60 %



Geographical Distribution (by province)

Province		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
Drenthe		955,791,248.00	2.77 %	6,240	3.03 %	3.52 %	19.34	79.14 %
Flevoland		1,071,389,761.15	3.10 %	6,236	3.03 %	3.60 %	19.01	83.56 %
Friesland		928,078,212.13	2.69 %	6,533	3.17 %	3.52 %	19.37	79.28 %
Gelderland		4,299,915,145.96	12.45 %	25,291	12.27 %	3.54 %	19.64	79.97 %
Groningen		907,781,485.84	2.63 %	7,004	3.40 %	3.64 %	18.95	73.76 %
Limburg		1,173,067,922.61	3.40 %	8,286	4.02 %	3.56 %	18.58	75.26 %
Noord-Brabant		4,425,455,108.71	12.81 %	25,883	12.56 %	3.51 %	19.16	75.81 %
Noord-Holland		7,152,469,461.50	20.71 %	39,279	19.06 %	3.57 %	19.68	73.86 %
Overijssel		2,146,236,821.65	6.21 %	13,630	6.61 %	3.53 %	19.54	79.03 %
Utrecht		3,357,225,821.83	9.72 %	17,945	8.71 %	3.63 %	19.66	74.82 %
Zeeland		524,931,930.43	1.52 %	3,869	1.88 %	3.68 %	18.93	72.32 %
Zuid-Holland		7,594,256,925.74	21.99 %	45,928	22.28 %	3.67 %	19.36	77.06 %
Unknown / Not specified								
	Total	34,536,599,845.55	100.00 %	206,124	100.00 %	3.58 %	19.42	76.60 %



Occupancy

Description		Aggregate Outstanding Amount	% of Total	Nr of Loans	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
Owner Occupied	,	34,536,599,845.55	100.00 %	206,124	100.00 %	3.58 %	19.42	76.60 %
Buy-to-Let								
Unknown								
	Total	34,536,599,845.55	100.00 %	206,124	100.00 %	3.58 %	19.42	76.60 %



Loanpart Payment Frequency

Description		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
Monthly		34,536,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %
Quarterly								
Semi-Annually								
Annually								
Unknown								
	Total	34,536,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %



Guarantee Type

Description		Aggregate Outstanding Amount	% of Total	Nr of Loanparts	% of Total	Weighted Average Coupon	Weighted Average Maturity	WA CLTIMV
NHG Guarantee		2,963,978,774.28	8.58 %	35,353	9.22 %	4.09 %	23.24	90.84 %
Non-NHG Guarantee		31,572,621,071.27	91.42 %	347,947	90.78 %	3.54 %	19.06	75.27 %
	Total	34,536,599,845.55	100.00 %	383,300	100.00 %	3.58 %	19.42	76.60 %



Glossary

Amortisation Test Current Balance

Annuity Loan

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

until maturity of such loan;

has the meaning ascribed thereto in the AssetMonitor Agreement;

means a loan which is characterised by equal periodical payments (withan interest and a principal component) by the Borrower



Applicable Procedures

has the meaning ascribed to such term in Condition 19(j) (Termsand Conditions of Registered Covered Bonds);

Applicable Time

means, in relation to any Restricted Covered Bond, a time prior to the Time of Sale relating to such Restricted Covered Bond such that the Dealer(s) can convey the Final Terms of the Covered Bonds to the purchasers thereof at or prior to the Time of Sale;

Approved Form

means a 1992 Multicurrency - Cross Border or 2002 ISDA MasterAgreement, Schedule and Credit Support Annex thereto and confirmation in a form attached to the Swap Undertaking Letter, as amended from time to time by agreement of the CB Trustee, the CBC and the relevant Swap Provider (subject to prior receipt of aRating Agency Confirmation in respect of any such amendment);

Arranger

means Barclays Bank PLC, having its office at 5 The North Colonnade, CanaryWharf London E14 4BB, United Kingdom;

Arrangers

means the Arranger and the Co-Arranger;

Arrears of Interest

means, in respect of a Receivable and as at the Receivable InterestDetermination Date, interest which is due and payable and unpaid up to and including theReceivable Interest Determination Date;

Asset Cover Report

means the report substantially in the form set out in theAdministration Agreement;

Asset Monitor Appointment Agreement

means the asset monitor appointmentagreement entered into on the Programme Date between the Issuer, the Asset Monitor,

Asset Monitor Report

has the meaning ascribed thereto in the Asset MonitorAppointment Agreement;

Asset Cover Test

has the meaning ascribed thereto in the Asset Monitor Agreement;

Asset Monitor

means Ernst & Young Accountants LLP or such other person as may fromtime to time be appointed as asset monitor pursuant to the Asset Monitor AppointmentAgreement;

Asset Monitor Agreement

means the asset monitor agreement entered into on the Programme Date between the Issuer, the Administrator, the CBC and the

Asset Percentage

means 97% or such lower percentage figure as is determined fromtime to time in accordance with Clause 3.2 of the Asset Monitor

Auditors

means the auditors for the time being of the Issuer or, as the case may be, the CBC or, in the event of their being unable or unwilling promptly to carry out any action requested of them pursuant to the provisions of the Trust Deed, such other firm

Authorised Investments

ofaccountants as may be nominated or approved by the Trustee; means:(a) euro denominated government securities, euro demand or time deposits, certificates of deposit and short term debt

means:(a) euro denominated government securities, euro demand or time deposits, certificates of deposit and short term debt obligations (including commercial paper)provided that (a) in all cases such investments have a remaining maturity date of30 days or less and mature on or before the next following CBC Payment Date and the unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made have minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the February 2012 Update, A-1 (short term) or A (long term) by S&P, F1 (short term) or A (long term) by S&P, F1 (short term) or A (long term) by Sept term) by Fitch and P-1 (short term) by Moody's and (b) the total exposure to such investments shall not exceed 20% of the (euro equivalent of the) aggregate Principal AmountOutstanding of all Covered Bonds then outstanding;(b) euro denominated government securities, euro demand or time deposits, certificates of deposit and short term debt obligations (including commercial paper) provided that in all cases such investments have a remaining maturity date of 364 days or less and the unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made have minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time, being as at the February 2012 Update, A-1+ (short term) or AA- (long term) by S&P, F1+ (shortterm) or AA- (long term) by Fitch and P-1 (short term) by Moody's; and(c) euro denominated government securities, euro demand or time deposits and entry in all cases such investments have a remaining maturity date of more than 364 days and the long term unsecured, unguaranteed and and(c) euro denominated government securities, euro deniand or time deposits indicated and deposits provided that in all cases such investments have a remaining maturity date of more than 364 days and the long term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made have minimum ratings as determined to be applicable or agreed by a relevant Rating Agency from time to time (being as at the February 2012 Update, AAA by SAP, AAA by Fitch and Aaa by Moody's, unless the Issuer are downgraded below a short term or long term rating as determined to be applicable or agreed by a relevant Rating Agency (being as at the February 2012). Update, P-2 (short term) by Moody's and F1 (short term) by Fitch), in which case such investments must have a remaining maturity date of 30 days or less and mature on or before the next following CBCPayment Date;

Authorised Signatory

means:(a) in relation to the AIC Account Agreement, any authorised signatory referred to inthe AIC Account Mandate or any other mandate in relation to the AIC Account as applicable; and(b) in relation to the Transaction Documents, a managing director (bestuurder) of aTransaction Party or such other person appointed by such Transaction Party to act as an authorised signatory on behalf of such Transaction Party;

Available Principal Receipts

means on a Calculation Date an amount equal to theaggregate of (without double counting):(a) the amount of Principal Receipts received during the previous Calculation Period,less the equivalent of any Third Party Amounts due and payable or to become due and payable in the immediately following CBC Payment Period;(b) any other amount standing to the credit of the Principal Ledger; (c) all amounts in respect of principal (if any) to be received by the CBC under the Transaction Documents (other than the Master Sub-Participation Agreements) on the relevant CBC Payment Date (other than the Swap Principal Excluded Amounts and, for the avoidance of doubt, any Swap Collateral Excluded Amounts and SwapReplacement Excluded Amounts); and(d) following repayment of any Series of Covered Bonds by the Issuer and/or the CBCon their Final Maturity Date, or Extended Due for Payment Date, as the case may be, any amounts standing to the credit of the Pre-Maturity Liquidity Ledger inrespect of such Series of Covered Bonds:

Available Revenue Receipts

means on a Calculation Date an amount equal to theaggregate of:(a) the amount of Revenue Receipts received during the previous Calculation Period;(b) other net income of the CBC including all amounts of interest received on the CBCAccounts, the Substitution Assets and Authorised Investments in the preceding Calculation Period and amounts received by the CBC under the Total Return Swap Agreement on the relevant CBC Payment Date (for the avoidance of doubt excluding any Swap Collateral Excluded Amounts and Swap ReplacementExcluded Amounts);(c) any other amount standing to the credit of the Revenue Ledger; and(d) following the service on the CBC of a Notice to Pay, amounts standing to the credit of the Revenue Ledger;

Bank

means ING Bank N.V., a public company with limited liability (naamlozevennootschap) incorporated under the laws of The Netherlands, having its corporate seat(statutaire zetel) at Amsterdam, The Netherlands and its registered office at Bijlmerplein888, 1102 MG, Amsterdam Zuidoost, The Netherlands and registered with the TradeRegister (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel) inAmsterdam, The Netherlands under number 33031431;

Bank Savings Receivable Bank Savings Account

means a Transferred Receivable resulting from a BankSavings Loan;

Bank Savings Interest Correction

means for any month (i) one (1) in the case of aSavings Receivable and (ii) in the case of a Bank Savings Receivable the lower of (a) one(1) and (b) the interest rate applicable to the related Bank Savings Account divided by theinterest rate applicable to such Bank Savings Receivable for such month, both expressed as a percentage per annum;

Bank Savings Loan

has the meaning ascribed thereto in the Base Prospectus;

has the meaning ascribed thereto in the Base Prospectus;

Bankruptcy Act

means the Dutch bankruptcy act (Faillissementswet);



Base Prospectus

Basis Point Duration

means the base prospectus prepared in connection with the Programme as updated, revised, supplemented or amended from time to time by the Issuer and the CBC in accordance with Clause 5.2 (Updating of Base Prospectus) of the Programme Agreement, including any documents which are from time to time incorporated in the Base Prospectus by reference, except that:(a) in relation to each Tranche of Covered Bonds only, the applicable Final Terms shallbe deemed to be included in the Base Prospectus;(b) for the purpose of Clause 4.4 (Representations, Warranties and Undertakings) of the Programme Agreement in respect of the Agreement Date and the Issue Date, the Base Prospectus means the Base Prospectus as at the Agreement The Repetch of the Agreement Date and (c) for the purposes of Clause) 8Authority to Distribute Documents and ProvideInformation) of the Programme Agreement, the definition of Base Prospectus shall, in relation to any Dealer and until the Dealers receive the financial statements or the publication of the revision, supplement or amendment referred to in Clause5.2.3 (Updating of Base Prospectus) of the Programme Agreement, mean the BaseProspectus prior to the receipt by the Dealers of such financial statements, revision, supplement or amendment;

means the percentage change in net present value of a financial asset due to the change of one basis point in the relevant interest

Bearer Covered Bond means a Covered Bond issued in bearer form;

Bearer Definitive Covered Bond means a Bearer Covered Bond issued in definitiveform;

Bearer Global Covered Bond means a Bearer Covered Bond issued in global form;

means in relation to a Life Loan, Savings Loan or a Hybrid Loan thebeneficiary rights of the relevant Originator validly appointed as Beneficiary Rights

a beneficiary under the applicable Mixed Insurance Policy or of another person appointed as a beneficiary underan irrevocable payment instruction from such person to the relevant insurer;

Beneficiary Waiver Agreement means a beneficiary waiver agreement in the form, or substantially in the form, as attached to the Guarantee Support Agreement to be entered into between the Originators, the CBC, the Trustee and the relevant Insurer;

Block voting instruction has the meaning ascribed thereto in the Trust Deed

Borrower means, in relation to an Eligible Receivable, the individual or individualsspecified as such in the relevant Loan Agreement together with the individual or individuals (if any) from time to time assuming an obligation to discharge such Eligible Receivable or any part

means the file or files relating to each Receivable containing, amongother things:(a) all material correspondence relating to that Receivable; and(b) the completed loan documentation applicable to the Receivable including anyvaluation report, whether original documentation, in electronic form or otherwise or stored in an electronic database; Borrower Files

Breach of Portfolio Tests has the meaning ascribed to such term in the Asset MonitorAgreement:

Breach of the Amortisation Test has the meaning ascribed to such term in the AssetMonitor Agreement;

Breach of the Asset Cover Test has the meaning ascribed to such term in the AssetMonitor Agreement;

Breach of the Pre-Maturity Test has the meaning ascribed to such term in the AssetMonitor Agreement;

Business Day

means a day which is both:(a) either (1) in relation to any sum payable in a Specified Currency other than euro, aday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars shall be Sydney and if New Zealand dollars, Auckland and Wellington) or (2) in relation to any sum payable in euro a day on which the TARGET System isoperating; and(b) a day on which commercial banks and foreign exchange markets settle paymentsand are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Additional Business Centre specified in the applicable Final Terms;

Calculation Agency Agreement means a calculation agency agreement in the form, or substantially in the form, as attached to the Agency Agreement;

means, in relation to the Covered Bonds of any Series, the CBPrincipal Paying Agent, or such other person appointed as calculation agent in relation to such Covered Bonds pursuant to a relevant Calculation Agency Agreement and as specified in the Calculation Agent

applicable Final Terms as the party responsible for calculating the interest rate(s) and interest amount(s) and/or such other rates and/or amount(s) as may be specified in the relevant Final Terms;

Calculation Amount has the meaning ascribed to it as specified in the applicable FinalTerms;

means the date falling two Business Days before each CBC PaymentDate. The "relevantCalculation Date falling after the end of that period and the "relevantrespect of any CBC Payment Date will be the last Calculation Date prior to that CBCPayment Date; Calculation Date

Calculation Period

means the period from the Programme Date to the last day of themonth succeeding the month in which the Programme Date falls and thereafter, each period from (and including) the first day of each month to the last day of that same month;

means the account in the name of the CBC held with ING Bank N.V.with account number 66.41.50.63 into which the CBC's paid-up Capital Account

share capital (gestort aandelenkapitaal) has been deposited; means Directive 2006/49/EC on the capital adequacy ofinvestment firms and credit institutions;

Capital Adequacy Directive

Capital Requirements Directive means the Consolidated Banking Directive and the Capital Adequacy Directive;

Cash Flow Model has the meaning ascribed thereto in the Asset Monitor Agreement;

CB Administrator means the Administrator:

CB Final Maturity Date means the Final Maturity Date;

CB Guarantee means the Guarantee:

CB Principal Paying Agent means a Principal Paying Agent;

CB Trustee means the Trustee;

CBC

means ING Covered Bond Company B.V., a private company with limited liability(besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of The Netherlands, having its corporate seat (statutaire zetel) in Amsterdam, The Netherlands and its registered office at Frederik Roeskestraat 123 1HG, 1076 EE Amsterdam, The Netherlands and registered with the Trade Register (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel) in Amsterdam, The Netherlandsunder

CBC Acceleration Notice has the meaning ascribed to such term in Condition 9(b)(Events of Default and Enforcement - CBC Events of Default);

means the AIC Account, any foreign currency account and any additionalor replacement accounts opened in the name of the CBC. **CBC** Accounts

but excluding the CapitalAccount;



CBC Agreements means the Transaction Documents to which the CBC is expressed tobe a party;

CBC Debtor means any counterparty of the CBC under any Transaction Document;

CBC Event of Default means any one of the circumstances described in Condition 9(b)(Events of Default and Enforcement - CBC Events of Default);

CBC Managing Director means the Managing Director;

means the 28th day of each month or, if such day is not a Business Day, the next following Business Day unless it would thereby fall into the next calendar month, in which event such CBC Payment Date shall be brought forward to theimmediately preceding CBC Payment Date

means each period from (and including) a CBC Payment Date to(but excluding) the next CBC Payment Date; **CBC** Payment Period

means all present and future rights (vorderingen) of the CBC vis-à-vis the CBC Debtors under any CBC Agreement, other than the Management Agreement (CBC), whether due and payable and whether actual or contingent; **CBC** Rights

CBC Rights Pledge means the CBC rights pledge entered into on the Programme Datebetween the CBC and the Trustee;

means the representations and warranties by the CBC set out in Part 1(Corporate) and Part 2 (Transaction Document) of Schedule 8 (CBC Warranties) to the Programme Agreement; **CBC** Warranties

CBT Facility means the credit facility granted by the CBTF Provider pursuant to the CBTF Agreement;

CBTF Provider means a financial institution which is a professional market party(professionele marktpartij) within the meaning of article 1:1 of the

Wft and enters into the CBTF Agreement with the CBC;

means the takeout credit facility agreement entered into by the CBCwith the CBTF Provider following a breach of the Pre-Maturity Test in respect of any Series of Covered Bonds; **CBTF** Agreement

CBTF Standby Loan has the meaning ascribed to such term in Clause 9 of the AssetMonitor Agreement:

CBTF Sub-Ledger has the meaning ascribed thereto in Clause 1.4 of Schedule 2 to theAdministration Agreement;

Classic Global Covered Bond means any Classic Permanent Global Covered Bondand/or any Classic Temporary Global Covered Bond:

Classic Permanent Global Covered Bond

means, in relation to any Series, a classicpermanent global covered bond to be issued pursuant to the Trust Deed in the form or substantially in the form set out in Part B of Schedule 3 (Form of Covered Bonds) to the Trust Deed and for which it is specified in

the relevant Final Terms that the NGN form is notapplicable;

Classic Temporary Global Covered Bond means, in relation to any Series, a classictemporary global covered bond to be issued pursuant to the Trust Deed in the form or

substantially in the form set out in Part A of Schedule 3 (Forms of Covered Bonds) to the Trust Deed and for which it is specified in the relevant Final Terms that the NGN form is notapplicable;

Clearstream, Luxembourg means Clearstream Banking, société anonyme,Luxembourg;

Co-Arrangei means the Bank;

Conditions

Collection Accounts means the bank accounts in the name of the relevant Originatorson which payments under the Eligible Receivables are collected;

Common Depositary means a common depositary for Euroclear and Clearstream, Luxembourg and/or DTC;

Common Safekeeper means an ICSD in its capacity as common safekeeper or a personnominated by the ICSDs to perform the role of common

safekeeper;

Common Service Provider means a person nominated by the ICSDs to perform the roleof a common service provider;

Common Terms means the terms and conditions set out in Schedule 2 (CommonTerms) to this Incorporated Terms Memorandum;

reference in, the Bearer Covered Bonds of such Series, in the form set out in the Trust Deed or in such other form, having regard to the terms of the Covered Bonds of the relevant Series, as may be agreed between the Issuer, the CBC, the Principal Paying Agent, the terms of the Covered Bonds of the relevant Series, as may be agreed between the Issuer, the CBC, the Principal Paying Agent, the Trustee and the relevant Dealer(s) as modified and supplemented by the Final Terms applicable to such Series, as any of the same may from time to time be modified in accordance with the Trust Deed and any reference in the Trust Deed to a particular numbered Condition shall be construed in relation to the Bearer Covered Bonds of suchSeries accordingly; or(b) in relation to the Registered Covered Bonds of any Series, the terms andconditions to be incorporated by reference in the Registered Covered Bonds Deed(s) in respect of such Series, in the form set out in the Trust Deed or in such other form, having regard to the terms of the relevant Series, as may be agreed between the Issuer, the CBC, the Trustee, the Registrar and the relevant purchaser as modified and supplemented by the Final Terms applicable to such Series, as any of the same may from time to time be modified in accordance with the provisions of the Trust Deed and any reference in the Trust Deed to a particular numbered Condition shall be construed in relation to the Registered Covered Rends of Rush Sories accordingly.

means;(a) in relation to the Bearer Covered Bonds of any Series, the terms and conditions tobe endorsed on, or incorporated by

construed in relation to the Registered CoveredBonds of such Series accordingly;

means:(a) in respect of the appointment of a third party as a Dealer for the duration of the Programme, the Confirmation Letter Confirmation Letter

substantially in the form set out in Part 2 of Schedule 3 (Form of Dealer Accession Letters and Confirmation Letters) of the Programme Agreement; and(b) in respect of the appointment of a third party as a Dealer for one or more particularissue(s) of Covered Bonds under the Programme, the Confirmation Letter substantially in the form set out in Part 4 of Schedule 3 (Forms of Dealer Accession Letters and Confirmation Letters) of the Programme Agreement, or in such otherform as agreed between the

Issuer and the relevant Dealer;

Consolidated Banking Directive means Directive 2006/48/EC relating to the taking upand pursuit of the business of credit institutions;

Constitutional Documents means the documents under which any relevant entity isincorporated or established;

Construction Deposits means a mortgage loan agreement under which the relevantBorrower has requested part of the loan to be withheld, in anticipation

of construction or improvement costs to be incurred by him at a later stage in connection with the Property;

Couponholder means the holder of a Coupon:

means any bearer interest coupons appertaining to the Covered Bonds of anySeries or, as the context may require, a specific number thereof and includes any replacement Coupons issued pursuant to Condition 10 (Replacement of Covered Bonds, Coupons and Talons) and, where the context so permits, the Talons appertaining to theCovered Bonds of such Series; Coupons



Covered Bondholder

and (in relation to a Covered Bond) "holder means in the case of a Bearer Covered Bond, the bearer of a Bearer Covered Bond or, in the case of a Registered Covered Bond, a person in whose name a Registered Covered Bond is registered in the Register save that, for so long as the Bearer Covered Bonds or Registered Covered Bonds of any Series are represented by a Global Covered that, for so long as the Bearer Covered Bonds or Registered Covered Bonds of any Series are represented by a Global Covered Bond, each person who has for the time being a principal amount of such Covered Bonds credited to his securities account in the records of Clearstream, Luxembourg, Euroclear, Euroclear Netherlands, DTC (or a nominee on its behalf) or any other clearing system (as the case may be) shall be deemed to be the Covered Bondholder in respect of such principal amount of such Covered Bonds for all purposes hereof other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Issuer, solely in the bearer of the relevant Bearer Global Covered Bond or the person on whose name the relevant Registered Global Covered Bonds is registered in the Register, as the case may be, in accordance with and subject to the terms of the Trust Deed and such Bearer Global Covered Bond or the relevant Registered Covered Bonds Deed, as the case may be, subject to in the case of Registered Covered Bonds. subject to, in the case of Registered Covered Bonds, Condition 19(e) (Terms and Conditions of Registered Covered Bonds Discharge of Payment Obligations);

Covered Bonds

means the Bearer Covered Bonds and the Registered Covered Bondsof any Series issued pursuant to the Trust Deed which shall be in or substantially in the form set out in Schedule 3 (Forms of Covered Bonds) to the Trust Deed or, as the case may be, a specific number thereof and includes any replacement covered bonds of such Series issued pursuant to Condition 10 (Replacement of Covered Bonds, Coupons and Talons) and each Global Covered Bond in respect of such Series for so long as it has notbeen exchanged in accordance with the terms thereof;

CRA Regulation

means Regulation (EC) No 1060/2009 of the European Parliament andof the Council of 16 September 2009 on credit rating agencies:

Current Balance

means in relation to an Eligible Receivable at any date, the aggregate(without double counting) of the Net Outstanding Principal Balance, Accrued Interest (unless it concerns calculations for either the Asset Cover Test or the Amortisation Test Aggregate Receivable Amount, in which case Accrued Interest will not be included) and Arrears of Interest as at that date;

Custody Agreement

means a custody agreement in relation to Substitution Assets to beentered into between the CBC and an eligible custodian;

Data Protection Act

means the Dutch data protection act (Wet beschermingpersoonsgegevens);

Dealer Accession Letter

means:(a) in respect of the appointment of a New Dealer for the duration of the Programme oruntil terminated by the Issuer, the Dealer Accession Letter substantially in the formset out in Part 1 of Schedule 3 (Form of Dealer Accession Letter - Programme) of the Programme Agreement; and(b) in respect of the appointment of a New Dealer for one or more particular issue(s) of Covered Bonds under the Programme, the Dealer Accession Letter substantially in the form set out in Part 3 of Schedule 3 (Form of Dealer Accession Letter - Covered Bond Issue) of the Programme Agreement, or in such other form asagreed between the Issuer and the relevant Dealer;

Dealers

means any person appointed as a Dealer by the Programme Agreement andany other person which the Issuer may appoint as a Dealer and notice of whose appointment has been given to the Arrangers, the Principal Paying Agent and the Trustee by the Issuer in accordance with the provisions of the Programme Agreement but excluding any entity whose appointment has been terminated in accordance with the terms of the Programme Agreement and notice of whose termination has been given to the Arrangers, the Principal Paying Agent and the Trustee by the Issuer in accordance with the provisions of the Programme Agreement and references to the "relevant Dealer(s)and purchase of such Covered Bond;

Deduction Risk

means the "Deduction Risk description as set out in the BaseProspectus ("Risk Factors - Guarantee Support - Non-payment by Insurer/DeductionRisk

Deed of Assignment

means a deed of assignment and pledge in the formset out in the Guarantee Support Agreement;

Deed of Pledge

means a deed of pledge forming part of a Deed of Assignment andPledge;

means a deed of assignment forming part of a Deed of Assignmentand Pledge;

Deed of Re-Assignment

means a deed of re-assignment forming part of a Deed of Re-Assignment and Release;

Deed of Re-Assignment and Release

Deed of Assignment and Pledge

means a deed of re-assignment and release inthe form set out in the Guarantee Support Agreement;

Deemed Reductions

means the relevant items (to be) subtracted from an AdjustedCurrent Balance of a Transferred Receivable, or the Current Balance of a TransferredReceivable, as the case may be, in connection with a calculation of item A of the AdjustedAggregate Asset

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 isirrecoverable;(b) legal proceedings have been commenced for its recovery;(c) the related Borrower is declared bankrupt (failliet verklaard) or has been granted asuspension of payments (surseance van betaling) or debt rescheduling arrangement (schuldsaneringsregeling) or equivalent or analogous events orproceedings have occurred in relation to the relevant Borrower; or(d) the relevant Borrower has not paid (including, without limitation, payments made bythird parties on behalf of the Borrower) by the end of the Calculation Period during which such Transferred Receivable becomes more than 180 days overdue forpayment from its Receivable Due Date

Defaulted Receivables Notice

means the notice served by the Servicer on the relevantOriginator identifying Receivables in the Portfolio which are Defaulted

Definitive Covered Bonds means any Bearer Definitive Covered Bonds and anyRegistered Definitive Covered Bonds;

Demerged Originator

Demerger

means, in respect of a legal entity (a "Demerged Originator), a legal act(rechtshandeling) between such entity and an Originator, pursuant to which all (or part thereof) assets and liabilities (vermogen) (the "Relevant Assets and Liabilitiesreferred to in article 2:334(a)(3) of the Dutch Civil Code;

Determination Date

has the meaning ascribed to such term in the definition of "AccruedInterest

Determination Period

means each period from (and including) a Determination Date to(but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);

Disputed Receivable

means any Receivable in respect of which payment is disputed (inwhole or in part, with or without justification) by the Borrower owing such Receivable;

Distribution Compliance Period

has the meaning given to that term in Regulation Sunder the Securities Act:

DNB DTC means the Dutch Central Bank (De Nederlandsche Bank N.V.);

has the meaning ascribed to such term in the definition of

means the Depositary Trust Company;

Dual Currency Covered Bond

means a Dual Currency Interest Covered Bond and/or aDual Currency Redemption Covered Bond, as applicable;

Dual Currency Interest Covered Bond

means a Covered Bond in respect of whichpayments of interest are made or to be made in such different currencies, and at rates of exchange calculated upon such basis, as the Issuer and the relevant Dealer may agree (asindicated in the applicable Final Terms);



Term Definition / Calculation

Dual Currency Redemption Covered Bond

means a Covered Bond in respect of whichpayments of principal are made or to be made in such different currencies, and at rates of exchange calculated upon such basis, as the Issuer and the relevant Dealer(s) may agree (as indicated in the applicable Final Terms):

Due for Payment

means with respect to a Guaranteed Amount (i) prior to the service of a 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 CBC AccelerationNotice, the date on which the CBC Acceleration Notice is served (or, in either case, if suchday is not a Business Day, the first following Business Day;

Dutch Civil Code

means the Dutch Civil Code (Burgerlijk Wetboek);

Dutch Insolvency Proceedings

means a suspension of payments (surseance vanbetaling), bankruptcy (faillissement), or, if applicable, emergency regulations (noodregeling) in the interests of all creditors as referred to in Chapter 3.5.5 of the Wft;

Dutch Paying Agent

means ING Bank N.V. in its capacity as Dutch paying agent;

Earliest Maturing Covered Bonds

means at any time the relevant Series of HBCovered Bonds or SB Covered Bonds, respectively, that has the earliest Final Maturity Date or Extended due for Payment Date, respectively, as specified in the applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to theoccurrence of a CBC Event of Default);

Early Redemption Amount

has the meaning ascribed to such term in Condition 6(d)(Redemption and Purchase-Early Redemption Amounts);

Eligibility Criteria

means the criteria as set out in Part 4 of Schedule 1 (Representations and Warranties) to the Guarantee Support Agreement and which are all subject to amendments from time to time, provided that Rating Agency Confirmation is obtained inrespect of such amendment:

Eligible Assets

means Eligible Collateral, Eligible Receivables and Non-Dutch Assets;

Eligible Collateral

means euro denominated cash and Substitution Assets;

Eligible Receivable

means a Receivable which complies with the Eligibility Criteria as atthe relevant Transfer Date;

Eligible Swap Provider

means a financial institution which is permitted under Dutch lawto enter into derivative contracts with Dutch residents and whose unsecured, unsubordinated and unguaranteed securities are rated not lower than:(a) in the case of the Total Return Swap, the ratings as determined to be applicable oragreed by a relevant Rating Agency from time to time, being as at the February2012 Update, (i) A-1 (short term) or (if S&P does not assign a short term rating to such entity) A+ (long term) by S&P, (ii) P-1 (short term) and A2 (long term) or (if such entity is not the subject of a short term rating by Moody's) A1 (long term) by Moody's, and (iii) F1 (short term) or A+ (long term) by Representation (i) A-1 (short term) and A2 (long term) by Representation (ii) A-1 (short term) or (if S&P does not assign a short term rating to such entity) A+ (long term) by S&P, (ii) P-1 (short term) and A2 (long term) or (if Swert) is not the subject of a short term rating by Moody's) A1 (long term) by Moody's, and (iii) F1 (short term) and A2 (long term) or, if such financial institution ison rating watch negative by Fitch, F1+ (short term) or A+ (long term) by Fitch; and(c) in the case of an Interest Rate Swap, the ratings as determined to be applicable oragreed by a relevant Rating Agency from time to time, being as at the February2012 Update, (i) A-1 (short term) or (if S&P does not assign a short term rating to such entity) A+ (long term) by S&P, (ii) P-1 (short term) and A2 (long term) or (if S&P does not assign a short term rating to such entity) A+ (long term) by S&P, (ii) P-1 (short term) or A+ (long term) or (if such entity) is not the subject of a short term rating by Moody's) A1 (long term) by Moody's, and (iii) F1 (short term) or A+ (long term) by Fitch; manus and Security Interest:

Encumbrance

means any Security Interest;

Enforcement Event

means any default (verzuim) in the proper performance of the Secured Obligations or any part thereof provided that a CBC

Acceleration Notice has been served

Enforcement Procedures

means the procedures for the enforcement of the Receivablesundertaken by a Servicer from time to time in accordance with the

relevant Originator's Servicing Manual;
means the Euro-zone inter-bank offered rate:

Euro Equivalent

FURIBOR

of any amount means (a) in relation to a Covered Bond or Series of Covered Bonds which is denominated in a currency other than euro, the euro equivalent of such amount ascertained using the Structured Swap Rate relating to such Covered Bonds and (b) in relation to a Covered Bond or Series of Covered Bonds denominated in euro, the applicable amount in euro;

Euroclear

means Euroclear Bank S.A./N.V. as operator of the Euroclear System;
means Nederlands Centraal Instituut voor GiraalEffectenverkeer B.V.;

Euronext Amsterdam

means NYSE Euronext in Amsterdam, a regulated market of Euronext Amsterdam N.V.:

has the meaning ascribed thereto in the Trust Deed:

Excess Proceeds

Exchange Date

has the meaning ascribed to such term in the Permanent GlobalCovered Bond:

Exchange Act

means the United States Securities Exchange Act of 1934;

Exchange Agent

means in relation to the Registered Covered Bonds of any Series, TheBank of New York Mellon, New York Branch, whose principal place of business is at 101Barclay Street, Floor 21W, New York, New York 10286, USA, United States in its capacity as exchange agent:

Exchange Event

has the meaning ascribed to such term in the Permanent GlobalCovered Bond and any Registered Covered Bonds Deed;

Excluded Swap Termination Amount

means, in relation to a Swap Agreement, anamount equal to the amount of any termination payment due and payable to the relevantSwap Provider as a result of a Swap Provider Default or Swap Provider Downgrade Event with respect to such Swap Provider;

Extended Due for Payment Date

means in relation to any Series of Covered Bonds, thedate falling one year after the Final Maturity Date, as specified as such in the applicableFinal Terms;

Extension Date

means in respect of a Series of SB Covered Bonds the date on whichthe Guaranteed Final Redemption Amount is Due for Payment;

Extraordinary Resolution

means a resolution at a meeting duly convened and held inaccordance with the Provisions for Meetings of Covered Bondholders, by not less than two-thirds of the votes cast;

means 15 February 2012.

February 2012 Update
Final Maturity Date

means in respect of a Series of Covered Bonds the InterestPayment Date which falls no more than 45 years after the Issue Date of such Series and on which the Covered Bonds of such Series are expected to be redeemed at their Principal Amount Outstanding in accordance with the Conditions, as specified in the relevant FinalTerms;

Final Discharge Date

means the date falling two years and a day after the date on whichthe Trustee has certified that no further Covered Bonds are outstanding and all of the CBC's obligations under the Transaction Documents to all Transaction Parties have been satisfied in full;

Floating Rate Covered Bond

Hybrid Loan



Definition / Calculation Term

Final Redemption Amount means in relation to any Series of Covered Bonds, theamount due on the Final Maturity Date of such Covered Bonds as set out in

Final Terms

means the final terms issued in relation to each Tranche of Covered Bondsas a supplement to the Base Prospectus and giving details of that Tranche and, in relation to any particular Tranche of Covered Bonds, "applicable Final TermsTerms applicable to that

Tranche:

First Issue Date means the date on which the Issuer issues a Tranche for the first timepursuant to the Programme:

means the date on which the Initial Portfolio is transferred to the CBC pursuant to the Guarantee Support Agreement; First Transfer Date

Fitch means Fitch Ratings Ltd. and includes any successor to its rating business;

means a fixed security, securing (i) only one or more specified receivables of the relevant pledgee or mortgagee against the relevant debtor or (ii) receivables arising from one or more specified contractual relationships (rechtsverhoudingen) between the Fixed Security

relevant initial pledgee or mortgagee and the relevantdebtor;

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; Fixed Interest Period

means a Covered Bond on which interest is calculated at afixed rate payable in arrear on a fixed date or fixed dates in each year

Fixed Rate Covered Bond and on redemption or on such other dates as may be agreed between the Issuer and the relevant Dealer(s)(as indicated in the applicable Final Terms);

means a Covered Bond on which interest is calculated ata floating rate payable in arrear in respect of such period or on such date (s) as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms);

Floating Rate Payer Payment Date

means the floating rate payer payment date asdefined in the relevant confirmation for the Interest Rate Swap Agreement, which is expected to be the CBC Payment Date;

means, in relation to a Transferred Receivable, any advance of furthermoney under the relevant Loan Agreement, which may Further Advance

include a new mortgage loan, to the relevant Borrower following the making of the Initial Advance and secured by the

sameMortgage;

Further Master Transfer Agreement has the meaning ascribed thereto in the BaseProspectus;

Further Settlement Amount has the meaning ascribed thereto in the relevant MasterSub-Participation Agreement:

means (i) prior to the Update 2009 Date, the EUR80,000,000,000 global issuance programme, as last updated on 15 September 2008 and supplemented on 2 April 2009 by, among others, ING Bank N.V. and (ii) as from the Update 2009 Date, the Programme; Global Issuance Programme

Global Covered Bond means any Classic Temporary Global Covered Bond, any NGNTemporary Global Covered Bond, any Classic Permanent Global

Covered Bond, any NGN Permanent Global Covered Bond and/or any Registered Global Covered Bond;

Global Issuer means the Issuer:

Global Issuer - ICSD Agreement means the Issuer - ICSD Agreement:

Global Issuer Event of Default means an Issuer Event of Default;

Governmental Authority means any entity exercising executive, legislative, judicial,regulatory or administrative functions of or pertaining to government;

Gross Outstanding Principal Balance in relation to a Receivable at any date, meansthe aggregate principal balance of such Receivable at such date (but avoiding double counting) including the following:(a) the Initial Advance; and(b) any increase in the principal amount due under that Receivable due

to any FurtherAdvance,in each case relating to such Receivable less any prepayment, repayment or payment ofthe foregoing made

on or prior to such date;

Group means ING Group:

Guarantee has the meaning ascribed thereto in the Trust Deed;

Guarantee Support Agreement means the guarantee support agreement entered intoon the Programme Date between the Issuer, the Initial Originator, the CBC

Guaranteed Amounts means, in respect of a Series:(a) with respect to any Scheduled Payment Date falling prior to the service of a CBCAcceleration Notice the sum of the Scheduled Interest and Scheduled Principal payable on such Scheduled Payment Date; or(b) with respect to

Notice the sum of the scheduled Interest and Scheduled Principal payable on such Scheduled Payment Date; or(o) with respect to any date after the service of a CBC Acceleration Notice, an amountequal to the aggregate of (i) the relevant Early Redemption Amount specified in the Conditions as being payable on that date and (ii) all accrued and unpaid interest and all other amounts due and payable in respect of the Covered Bonds and all amounts payable by the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest paid after the Final Maturity Date shall be paid onsuch dates and at such rates as passified in the positional Final Terms.

specified in the applicable Final Terms:

Guaranteed Final Redemption Amount has the meaning ascribed thereto in Condition3 (Guarantee):

HB Covered Bond means a Covered Bond with a hard bullet maturity (as indicated inthe applicable Final Terms);

Hedged Series Amount as the meaning ascribed thereto in Clause 14.2 of the TrustDeed;

Holding

means Stichting Holding ING Covered Bond Company, a foundation (stichting)established under the laws of The Netherlands, having its registered office at Frederik Roeskestraat 123 1 HG, 1076 EE Amsterdam, The Netherlands and registered with the Trade Register (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel)in Amsterdam, The Netherlands under

number 34281571:

means ATC Management B.V. and/or such other person(s) who maybe appointed as managing director(s) (bestuurder) of Holding Holding's Director from time to time:

has the meaning ascribed thereto in the Base Prospectus;

ICSD means the international central securities depositaries Clearstream, Luxembourgand/or Euroclear;

Incorporated Terms Memorandum means this Incorporated Terms Memorandum;

Increase has the meaning ascribed thereto in the relevant Master Sub-ParticipationAgreement;

Index means the index of increases of house prices issued by the Land Registry inrelation to residential properties in The Netherlands;

Index Linked Covered Bond means an Index Linked Interest Covered Bond and/or anIndex Linked Redemption Covered Bond, as applicable;



Index Linked Interest Covered Bond

means a Covered Bond in respect of which theamount payable in respect of interest is calculated by reference to an index and/or a formula and/or to changes in the prices of securities or commodities and/or to such other factors as the Issuer and the relevant Dealer(s) may agree (as indicated in the applicableFinal Terms);

Index Linked Redemption Covered Bond

means a Covered Bond in respect of whichthe amount payable in respect of principal is calculated by reference to an index and/or a formula and/or to changes in the prices of securities or commodities and/or to such other factors as the Issuer and the relevant Dealer(s) may agree (as indicated in the applicableFinal Terms);

Indexed Valuation

means at any date in relation to any Transferred Receivable securedover any Property:(a) where the Original Market Value of that Property is equal to or greater than the Price Indexed Valuation as at that date, the Price Indexed Valuation; or(b) where the Original Market Value of that Property is less than the Price IndexedValuation as at that date, the Original Market Value plus 90% (or, if a different percentage is required or sufficient from time to time for the Covered Bonds to qualify as 'Covered Bonds' as defined in the Capital Requirements Directive and the Issuer wishes to apply such different percentage, then such different percentage, the "Relevant OMV Percentagebetween the Price Indexed Valuation and the Original Market Value;

ING Group

means, in respect of any Loan Agreement, the original principal amountadvanced by the relevant Originator to the relevant

Borrower;

Initial Covered Bonds

means the Covered Bonds issued on the First Issue Date;

Initial Documentation List

means the lists of documents set out in Schedule 1 to the Programme Agreement;

means ING Groep N.V. and its subsidiaries (dochtermaatschappijen) fromtime to time:

Initial Originator

Initial Advance

means the Bank in its capacity as Originator;

Initial Portfolio

means the Eligible Receivables particulars of which are set out in the Deed of Assignment executed on the Programme Date;

Initial Service

means ING Bank N.V., or such other person as may from time to time beappointed, pursuant to the Initial Servicing Agreement, as Initial Servicer of the TransferredReceivables:

Initial Servicing Agreement Initial Settlement Amount

means the agreement entered into on the Programme Datebetween the Initial Servicer, the CBC and the Trustee pursuant to which

the Initial Servicer will agree to service the Transferred Receivables;

has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement:

Insolvency Event

means, in relation to a company:(a) a conservatory attachment (conservatoir beslag) or an executory attachment(executoriaal means, in relation to a company:(a) a conservatory attachment (conservatori beslag) or an executory attachment(executoriaal beslag) on any major part of such company's assets which has not been discharged or released within a period of thirty (30) days; or(b) if an order is made by any competent court or other authority or a resolution ispassed for the dissolution (ontbinding) or winding-up of such company or for the appointment of an Insolvency Official of such company or of all or substantially all of its assets; or(c) an assignment for the benefit of, or the entering into of any general assignment(akkoord) with, its creditors; or(d) if a petition for a suspension of payments (surseance van betaling) or forbankruptcy (faillisement) is filed for such company or if such company is declared bankrupt (failliet), or becomes subject to emergency regulations (noodregeling) asreferred to in Chapter 3 of the Wft,or any equivalent or analogous event under the law of any jurisdiction;

Insolvency Official

means, in relation to a company, a liquidator (curator), administrator(bewindvoerder) or other similar officer in respect of such company or in respect of any arrangement, compromise or composition with any creditors or any equivalent oranalogous officer under the law of any jurisdiction;

Insolvency Proceeding

means any Dutch Insolvency Proceeding or any equivalent oranalogous proceeding under the laws of any other jurisdiction;

Insolvent

means, in relation to a person or legal entity, that an Insolvency Event hasoccurred in relation to such person or entity;

Insurer

means any insurance company that issued an insurance policy to a Borrowerconnected to a Loan Agreement and relating to a

Interest Rate Swap Agreement

means a swap agreement in the Approved Formtogether with an interest rate swap transaction entered into between an Interest Rate SwapProvider, the CBC and the Trustee;

Interest Commencement Date

means, in relation to any interest-bearing Covered Bond, the date specified in the applicable Final Terms up to the Final Maturity Date or Extended Due for Payment Date, if applicable, from which such Covered Bond bears interest or, if no such date is specified therein, the Issue Date;

Interest Payment Date

means, in relation to any Fixed Rate Covered Bond, such date ordates as are indicated in the applicable Final Terms and, in relation to any Floating RateCovered Bond or Index Linked Interest Covered Bond, either:(a) the date which falls the number of months or other period specified as the

Interest Period

means the period from (and including) an Interest Payment Date (or theInterest Commencement Date) to (but excluding) the next (or first) Interest Payment Date;

Interest Rate Swap

means an interest rate swap transaction entered into between anInterest Rate Swap Provider, the CBC and the Trustee;

Interest Rate Swap Provider

means the Bank, an Eligible Swap Provider or any SwapProvider acting in such capacity pursuant to an Interest Rate Swap

Interest-Only Loan

has the meaning ascribed thereto in the Base Prospectus;

means the International Swaps and Derivatives Association, Inc.

ISDA Issue

Issue Date

means the issue and purchase of Covered Bonds pursuant to and in accordancewith the Programme Agreement or any other agreement between the Issuer and the relevant Dealer(s);

means, in relation to any Covered Bond, the date of issue and settlement of such Covered Bond pursuant to the relevant Subscription Agreement or any other relevant agreement between the Issuer, the CBC and the relevant Dealer(s);

Issue Price

means, in relation to any Covered Bond, the price, generally expressed as apercentage of the nominal amount of such Covered

Bond, at which such Covered Bond will be issued as specified in the relevant Final Terms;

means the ICSD agreement entered into on the ProgrammeDate between the Issuer and the ICSDs;

Issuer

means the Bank in its capacity as issuer of Covered Bonds;

Issuer - ICSD Agreement Issuer Acceleration Notice

has the meaning ascribed thereto in Condition 9(a) (Eventsof Default and Enforcement - Issuer Events of Default):

Issuer Event of Default

means any one of the circumstances described in Condition9(a) (Events of Default and Enforcement - Issuer Events of Default);

Issuer Warranties

means the representations and warranties by the Issuer set out inPart 1 (Corporate) and Part 2 (Transaction Document) of Schedule 7 (Issuer Warranties) to the Programme Agreement;

Land Registry

means the relevant Dutch land registry (Dienst van het Kadaster en deOpenbare Registers) where the ownership of the relevant Properties together with the Mortgages and any other Adverse Claims thereon are registered;

Minimum Servicer Ratings

Minimum Trigger Ratings

Mixed Insurance Policy



Definition / Calculation Term means, in relation to any Tranche, the person named as the LeadManager in the applicable Subscription Agreement or, when only one Dealer signs suchSubscription Agreement, such Dealer or, if there is no Subscription Agreement, the Dealer mandated to fulfil Lead Manager the Lead Manager role; means the AIC Account Revenue Ledger, the AIC Account Principal Ledger, theRevenue Ledger, the Principal Ledger, any CBTF Ledgers Sub-Ledger, the Swap Collateral Ledger, the Swap Replacement Ledger, the Reserve Fund Ledger, the Swap Interest Ledger, the Swap Principal Ledger, the Supplemental Liquidity Reserve Ledger, the Pre-Maturity Liquidity Ledger and the Participation Ledger; means such criteria applicable to the granting of a Loan to a Borroweras the relevant Originator may from time to time apply and which would be acceptable to aReasonable Prudent Lender; Lending Criteria Liabilities means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoeve (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis; has the meaning ascribed thereto in the Base Prospectus; Life Loan Linear Loan has the meaning ascribed thereto in the Base Prospectus: means ING Bank N.V. or any other listing agent appointed by the Issuerfrom time to time for the purposes of liaising with the AFM and/or Euronext Amsterdam from time to time and in relation to any Covered Bonds which are, or are to be, listed, quoted and/or Listing Agent traded on or by another Stock Exchange, the listing agent or authorised adviser appointed by the Issuer from time to time for the purposes of liasing with that StockExchange; means in the case of Covered Bonds which are, or are to be, listed on aStock Exchange, the listing rules and regulations for the time being in force for that StockExchange; Listing Rules means any loan (including the Initial Advance and any Further Advance) or loanpart (leningdeel) granted by the relevant Originator to a Borrower pursuant to the terms of a Loan Agreement; Loan Loan Adjustment means a variation to the terms of a Loan as set out in the relevantLoan Agreement; means a mortgage loan agreement between an Originator and aBorrower secured by a right of mortgage (recht van hypotheek), Loan Agreement including the corresponding notarial deed, pledge deed and set of general terms and conditions as each Originator may from time to time introduce as would be acceptable to a ReasonablePrudent Lender; Loan Rates of Interest means the rates of interest payable by the Borrower from time totime in accordance with the relevant Loan Agreement; has the meaning ascribed to such term in Clause 7.1 of the ProgrammeAgreement; Loss LTV Cut-Off Percentage means such percentage as is required from time to time for the Covered Bonds to qualify as 'Covered Bonds' as defined in the Capital Requirements Directive, currently being 80% for all Transferred Receivables; Management Agreement (Holding) means the management agreement (Holding)entered into on the Programme Date between Holding and ATC Management B.V.; Management Agreement (Trustee) means the management agreement (Trustee)entered into on the Programme Date between the Trustee and the Trustee's Director; Management Agreement (CBC) means the management agreement (CBC) entered intoon the Programme Date between the CBC and the Managing Director; means the Management Agreement (CBC), the ManagementAgreement (Holding) and the Management Agreement (Trustee); Management Agreements in relation to any Series or Tranche of Covered Bonds, means any personappointed as a Manager in the relevant Subscription Manager means ATC Management B.V. and/or such other person(s) who maybe appointed as managing director(s) (bestuurder) of the CBC Managing Director from time to time; Market Value has the meaning ascribed to such term in the Trust Deed; means any investor presentation, Pricing Term Sheet or marketingmaterials prepared by any of the Dealers on the basis of information supplied by any of the Issuer or the CBC and approved by any of the Issuer or the CBC and any and all other information, documents, advertisements and notices provided and/or approved by any ofthe Issuer or the CBC; Marketing Materials Master Receivables Pledge Agreement means the master receivables pledgeagreement entered into on the Programme Date between the CBC and the Trustee; has the meaning ascribed thereto in Clause 13.2of the Guarantee Support Agreement: Master Sub-Participation Agreement Master Transfer Agreement means a master transfer agreement between an Originatorand an Insurer as described in paragraph 4.3 of the Deduction Risk; Material Adverse Effect means, as the context specifies:(a) a material adverse effect on the validity or enforceability of any of the TransactionDocuments: or(b) in respect of a Transaction Party, a material adverse effect on:(i) the business, operations, assets, property, condition (financial or otherwise)or prospects of such Transaction Party; or(ii) the ability of such Transaction Party to perform its obligations under any ofthe Transaction Documents; or (iii) the rights or or remedies of such Transaction Party under any of the Transaction Documents; or (iv) the rights or remedies of such Transaction Party under any of the Transaction Documents; or (iv) in the context of the Transferred Receivables and their Related Security, amaterial adverse effect on the interests of the CBC or the Trustee in the Transferred Receivables and their Related Security, or on the ability of the CBC (or the Servicer on the CBC's behalf) to collect the amounts due under the Transferred Receivables and their Related Security or on the ability of the Trustee to enforce the Security; or(v) a material adverse effect on the validity or enforceability of any of the Covered means, in respect of a legal entity (a "Merged Originator), that as a result of alegal act (rechtshandeling) between such entity and an Originator, all assets and liabilities (vermogen) of such entity have transferred to such Originator on a general legal basis (algemene titel) as referred to in article 2:309 of the Dutch Civil Code, with such legal entitybeing the disappearing entity; Merged Merged Originator has the meaning ascribed to such term in the definition of "Merged; Minimum Account Bank Ratings means the minimum credit ratings as determined tobe applicable or agreed by each relevant Rating Agency from time to time in respect of theAccount Bank or other relevant financial institution or institutions, being as at the February2012 Update in respect of the Account Bank, A-1 (short term) by S&P, F1 (short term) and A (long term) (or, if such Account Bank is on rating watch negative by Fitch, F1+ (short term) and A+ (long term)) by Fitch and P-1 (short term) by Moody's; Minimum Required Ratings means the minimum credit ratings as determined to beapplicable or agreed by each relevant Rating Agency from time to time in respect of the Issuer, being as at the February 2012 Update, A- (long term) by S&P, A (long term) and F1 (short term) by Fitch and A3 (long term) by Moody's;

has the meaning ascribed thereto in the Base Prospectus;

means the minimum long term credit ratings as determined to be applicable or agreed by each relevant Rating Agency from time to time in respect of the Servicer, being as at the February 2012 Update, BBB+ by S&P, BBB- by Fitch and Baa3 by Moody's;

means the minimum credit ratings as determined to beapplicable or agreed by each relevant Rating Agency from time to time in respect of theIssuer, being as at the February 2012 Update, BBB+ (long term) by S&P, A (long term) andF1 (short term) by Fitch and Baa1 (long term) by Moody's;



Monthly Interest has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement;

Monthly Investor Report means the report substantially in the form set out in Schedule2 to the Initial Servicing Agreement;

Moody's means Moody's Investors Service Limited and includes any successor to itsrating business;

means a right of mortgage (recht van hypotheek) over a Property securing therelated Receivable; Mortgage

Mortgage Deed means the notarial deed pursuant to which a right of mortgage is vestedover a Property;

MTA Receivable means a Savings Receivable which is subject to a Master TransferAgreement;

means a guarantee (borgtocht) issued by a municipality(gemeente) in The Netherlands;

means in relation to a Transferred Receivable, atany date, the Gross Outstanding Principal Balance of such Receivable less, if it is aParticipation Receivable, an amount equal to the relevant Participation on such date; Net Outstanding Principal Balance

> means the accession letter to the ProgrammeAgreement to be executed by each New Originator substantially in the form set out inSchedule 4 Part 1 (Form of New Originator Accession Letter) to the ProgrammeAgreement

means Eligible Receivables, other than the Eligible Receivablescomprised in the Initial Portfolio, which an Originator may assign and transfer to the CBCon a Transfer Date following the First Transfer Date pursuant to the Guarantee SupportAgreement;

means any entity appointed as an additional Dealer in accordance with Clause 12 (Appointment of New Dealers) of the Programme

New Entity has the meaning ascribed thereto in the Trust Deed;

means any member of the Group other than the Initial Originator whichat the option of the Issuer accedes to, amongst other things, the Programme Agreement as an Originator in accordance with the Programme Agreement; New Originator

means the confirmation letter in relation to theaccession to the Programme by a New Originator substantially in the form set out inSchedule 4 Part 2 (Form of New Originator Confirmation Letter) to the ProgrammeAgreement;

means in each case the portfolio of New Receivables, particulars of whichare set out in the relevant Deed of Assignment;

means a New Originator in its capacity as Servicer pursuant to a NewServicing Agreement or such other person as may from time to time be appointed asServicer pursuant to the relevant New Servicing Agreement; New Servicer

means any new servicing agreement entered into by a NewServicer, the CBC and the Trustee, on substantially the same terms as the Initial ServicingAgreement in relation to the servicing of New Receivables transferred by such NewServicer (in its capacity as New Originator) to the CBC;

NGN means the new global note form;

NGN Global Covered Bond means any NGN Permanent Global Covered Bond and/oran NGN Temporary Global Covered Bond;

means, in relation to any Series, a globalpermanent covered Bond to be issued pursuant to the Trust Deed in the form or substantially in the form set out in Part D of Schedule 3 (Forms of Covered Bonds) to the Trust Deed; NGN Permanent Global Covered Bond

means, in relation to any Series, a globaltemporary Covered Bond to be issued pursuant to the Trust Deed in the form or substantially in the form set out in Part C of Schedule 3 (Forms of Covered Bonds) to the Trust Deed;

means a guarantee (borgtocht) issued by StichtingWaarborgfonds Eigen Woningen under the terms and conditions of the National MortgageGuarantee (Nationale Hypotheek Garantie), as may be amended from time to time;

has the meaning ascribed thereto in the Programme Agreement;

means:(a) euro denominated residential mortgage-backed receivables and/or related securityoriginated in jurisdictions outside The Netherlands and governed by the laws of a member state of the European Union (other than The Netherlands), the United States of America, Canada, Japan, the Republic of Korea, Hong Kong, Singapore, Australia, New Zealand or Switzerland and/or the laws of any such other jurisdiction as designated in or pursuant to the Decree on Prudential Rules Wft (Besluit prudentiële regels Wft) (as amy such other jurisdiction as designated in or pursuant to true before on Probential Rules wit (besting brudentials regists wit) (as amended and supplemented from time to time), provided that such receivables or related security are eligible under the CapitalRequirements Directive to collateralise Covered Bonds; and/or(b) assets that meet all requirements set out in the definition of Substitution Assetsother than those set out in paragraph (iii) of such definition, provided that (i) Rating Agency Confirmation is obtained in respect of the relevant transferor such assets by the relevant Originator to the CBC and (ii) the Trustee is satisfied that pursuant to such transfer the CBC will receive assets of equivalent credit and security status and ranking as the other Eligible Assets (supported by a legal opinion of internationally recognised counsel in form and substance satisfactory to the Trustee);

means, in respect of notice to be given to Covered Bondholders, a notice validly given pursuant to Condition 13 (Notices);

means, in respect of the CBC, a written demand to pay and duly given inaccordance with Clause 12.2 (Notice to Pay) of the Trust Deed and in the form or substantially in the form set out in Schedule 4 (Form of Notice to Pay) to the Trust Deed

means the earliest to occur of the following unless the Trustee, having obtained Rating Agency Confirmation to that effect, has confirmed in writing to the relevant Originator(s) and the CBC that, subject to any condition imposed by the Trustee, any such event shall not (or not immediately) constitute a Notification Event:(a) a default is made by an Originator in the payment on the due date of any amountdue and payable by it under any Transaction Document to which it is a party and such failure is not remedied within ten (10) Business Days after notice thereof has been given by the Issuer or the Trustee to the relevant Originator;(b) an Originator ten (10) Business Days after notice thereof has been given by the Issuer or the Trustee to the relevant Originator;(b) an Originator fails duly to perform or comply with any of its obligations under 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;(c) an Originator takes any corporate action, or other steps are taken or legalproceedings are started or threatened against it, for (i) its dissolution (ontbinding), (ii) its liquidation (vereffening), (iii) a merger (fusie) involving such Originator as disappearing entity unless Rating Agency Confirmation has been obtained in respect of such merger, (iv) a demerger or split-off (splitsing of afsplitsing) involving such Originator unless Rating Agency Confirmation has been obtained in respect of such demerger or split-off, (v) its entering into emergency regulations (noodregeling) as referred to in Chapter 3 of the Wft, (vi) its bankruptcy, (vii) any analogous insolvency proceedings under any applicable law or (viii) the appointment of a liquidator (curator), administrator (bewindvoerder) or a similarofficer of it or of any or all of its assets;(d) an Originator's assets are placed under administration (onder bewind gesteld);(e) a Notice to Pay is served on the Issuer and the CBC;(f) a CBC Event of Default occurs;(g) any credit rating of the Issuer's unsecured, unsubordinated and unguaranteed debtobligations falls below any of the Notification Event Trigger Ratings or such rating is withdrawn; or(h) any Originator ceases to be a subsidiary (dochtermaatschappij) of ING Groep N.V.before it withdraws as an Originator from the Transaction Documents in accordance with the Programme Agreement;

means the minimum credit ratings as determined tobe applicable or agreed by each relevant Rating Agency from time to time in respect of theIssuer, being as at the February 2012 Update, BBB+ (long term) by S&P, BBB+ (long term)by Fitch and Baa1 (long term) by Moody's;

means a notice given by the CBC or the Trustee to the Borrowers inrelation to notification (mededeling) of the transfer of Eligible Receivables to the CBCsubstantially in the form set out in, and served in accordance with the terms, of theGuarantee Support

Municipality Guarantee

New Originator Accession Letter

New Receivables

New Dealer

New Originator Confirmation Letter

New Portfolio

New Servicing Agreement

NGN Temporary Global Covered Bond

NHG or NHG Guarantee

Nominee

Non-Dutch Assets

Notice

Notice to Pay

Notification Event

Notification Event Trigger Ratings

Notification Letter



NPV has the meaning ascribed thereto in Clause 5.1 of the Asset Monitor Agreement;

Official List means the official list of the Irish Stock Exchange;

Original Foreclosure Value

in relation to any Property means (i) the foreclosure value(executiewaarde) given to that Property by (a) if available, the most recent valuation addressed to the Originator that transferred the relevant Transferred Receivable to the CBC or (b) if no valuation is available, the assessment by the Dutch tax authorities on the basis of the WOZ at the time of application by the Borrower or (ii) in respect of Property to be constructed or in construction at the time of application by the Borrower, the foundation cost of the Property (whereby 'foundation cost' means the aggregate of the purchase price and building contract sum, compensation long lease, demonstrable supplemental work and all other costs (to be) made for acquiring the Property, up to a maximum of 125% of theaggregate of the purchase price and building contract sum of the Property);

in relation to any Property means the Original Foreclosure Valuedivided by 0.90 (or, if a different fraction is required or sufficient from time to time for the Covered Bonds to qualify as 'Covered Bonds' as defined in the Capital Requirements Directive and the Original Market Value

Issuer wishes to apply such different fraction, then such different fraction)(such fraction, the "Relevant OMV Fraction

means a power of attorney to be provided by an Originator substantially in the form set out in the Guarantee Support Agreement; Originator Power of Attorney

Originator Documents has the meaning ascribed thereto in the Programme Agreement;

means a letter in relation to the withdrawal from the Programme by an Originator substantially in the form set out in Part C (Form of Originator Withdrawal Letter) of Schedule 4 to the Programme Agreement; Originator Withdrawal Letter

Originators means the Initial Originator together with each New Originator

Originators' Warranties means the representations and warranties given by the relevantOriginators as set out in the Guarantee Support Agreement;

Parallel Debt has the meaning ascribed thereto in the Trust Deed;

Partial Portfolio has the meaning ascribed thereto in the Asset Monitor Agreement;

means with respect to (i) a Savings Receivable, any Insurer which enters into Master Sub-Participation Agreement with the CBC and the Trustee, and which is acknowledged by the relevant Originator(s) and (ii) a Bank Savings Receivable, the Bank; Participant

has the meaning ascribed thereto in the relevant Master Sub-ParticipationAgreement; Participation

has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement; Participation Date

means, with respect to a Relevant Receivable, the Bank SavingsInterest Correction times the outcome of: the relevant Participation divided by the GrossOutstanding Principal Balance of such Relevant Receivable; Participation Fraction

Participation Ledger has the meaning ascribed thereto in the Administration Agreement;

Participation Receivable means a Savings Receivable or a Bank Savings Receivable, as the case may be, to which a Participation applies;

Partner Instruction means, in case any person (the "Partner) other than the relevantOriginator has been appointed as beneficiary under an insurance policy connected to aReceivable, the irrevocably authorisation by such Partner to the relevant Insurer to pay out the insurance

proceeds to the relevant Originator;

means, in relation to the Covered Bonds of any Series, the PrincipalPaying Agent, the Dutch Paying Agent, the US Paying Agent Paying Agents and any other paying agent appointed pursuant to the Agency Agreement

Permanent Global Covered Bond means any Classic Permanent Global Covered Bondand/or an NGN Permanent Global Covered Bond:

means the Initial Portfolio and each New Portfolio: Portfolio

Portfolio Tests has the meaning ascribed thereto in the Asset Monitor Agreement;

Post-CBC-Acceleration-Notice Priority of Payments has the meaning ascribed theretoin the Trust Deed;

Post-Notice-to-Pay Priority of Payments has the meaning ascribed thereto in the TrustDeed;

Potential CBC Event of Default

means any condition, event or act which, with the lapseof time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of particular condition, would constitute a CBC Event of Default;

Potential Issuer Event of Default means any condition, event or act which, with thelapse of time and/or the issue, making or giving of any notice, certification,

declaration, demand, determination and/or request and/or the taking of any similar action and/or thefulfilment of any similar condition, would constitute an Issuer Event of Default;

Pre-Maturity Liquidity Ledger has the meaning ascribed thereto in Clause 1.3 of Schedule 2 to the Administration Agreement;

Pre-Maturity Maximum Required Amount has the meaning ascribed thereto in Clause1.3 of Schedule 2 to the Administration Agreement;

means a minimum credit rating as determined to beapplicable or agreed by each relevant Rating Agency from time to time in respect of theIssuer, being as at the February 2012 Update, P-1 (short term) by Moody's, A-1+ (short term) by S&P and F1+ (short Pre-Maturity Minimum Ratings

Pre-Maturity Test has the meaning ascribed thereto in Clause 4.1 of the Asset MonitorAgreement;

Pre-Maturity Test Date has the meaning ascribed to such term in Clause 4.1 of the Asset Monitor Agreement;

Pre-Notice-to-Pay Priority of Payments has the meaning ascribed thereto in the TrustDeed;

in relation to any Property at any date means the OriginalMarket Value of that Property increased or decreased as appropriate by the increase or decrease in the Index since the date of the Original Market Value; Price Indexed Valuation

means a pricing term sheet setting out pricing and other necessaryinformation (including if appropriate financial and other disclosure relating to the Issuer) and expressly stating that it is subject to the Applicable Final Terms, substantially in the form requested by the relevant Dealer(s); Pricing Term Sheet

means, on any date:(a) in respect of a Covered Bond outstanding, the principal amount of that CoveredBond on the relevant Issue Date, less the aggregate amount of any principal payments in respect of such Covered Bond which have been paid to the Paying Agent(s) on or prior to that date; and(b) in relation to the Covered Bonds outstanding at any time, the aggregate of theamount in (i) Principal Amount Outstanding

in respect of all Covered Bonds outstanding;



Principal Ledger has the meaning ascribed thereto in the Administration Agreement;

Principal Obligations has the meaning ascribed thereto in the Trust Deed;

means, in relation to the Covered Bonds of any Series, TheBank of New York Mellon, London Branch, whose principal place of business is at OneCanada Square, Canary Wharf, London E14 5AL, United Kingdom in its capacity as issuing and principal paying Principal Paying Agent

agent;

Principal Receipts

means:(a) any amount, sales proceeds, refinancing proceeds, arrears and other amountrelating to principal, and any Accrued Interest and Arrears of Interest as at the Transfer Date of the relevant Transferred Receivables, received or recovered by the 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 RedemptionAmount;(b) any Initial Settlement Amount received from any Participant under the relevantMaster Sub-Participation Agreement; (c) an amount equal to any Increase which applies to any Participation pursuant to therelevant Master Sub-Participation Agreement; and (d) any on-payments of savings premium received from the relevant Originator or therelevant 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 relevantOriginator;

Priorities of Payments means the Pre-Notice-to-Pay Priority of Payments, the Post-Notice-to-Pay Priority of Payments and the Post CBC-Acceleration-

Notice Priority ofPayments;

means the Covered Bonds programme established by, or otherwisecontemplated in, the Programme Agreement and the Trust Programme

Programme Agreement means the agreement dated the Programme Date between theIssuer, the CBC, the Initial Originator, the Arrangers and the Dealers

named therein:

means the First Issue Date or such other date falling prior to the FirstIssue Date as may be agreed between the Issuer, the CBC, the Arrangers and the Trustee; Programme Date

Programme Limit has the meaning ascribed to such term in the Trust Deed:

Programme Resolution means either:(a) a written resolution of the holders of not less than twenty-five per cent. of theaggregate principal amount of the

Covered Bonds of all Series then outstanding as if they were a single Series; or(b) an Extraordinary Resolution (with the Covered Bonds of all Series taken togetheras a single Series), in each case, with the nominal amount of Covered Bonds not denominated in

euro beingconverted into euro at the relevant Structured Swap Rate;

Property means (i) a real property (onroerende zaak), (ii) an apartment right(appartementsrecht) or (iii) a long lease (erfpacht)), which is

subject to a Mortgage:

Prospectus Directive means Directive 2003/71/EC;

Provisions for Meetings of Covered Bondholders means the provisions for meetingsof Covered Bondholders as set out in the Trust Deed;

means any third party or any Originator to whom the CBC offers to sellSelected Receivables pursuant to the Asset Monitor Purchaser

Agreement; "QIB" means a qualified institutional buyer, as such term is defined in Rule 144A under the Securities Act; means any rating agency (or its successors) who, at the request of thelssuer, assigns, and for as long it assigns, one or more ratings to the Covered Bonds under the Programme, from time to time, which as at the Programme Date includes Moody's, Fitch and S&P; Rating Agency

Rating Agency Confirmation means, with respect to each Rating Agency, receipt of aconfirmation in writing that the then current ratings of the Covered Bonds

will not be adversely affected by or withdrawn as a result of the relevant event or matter; means the Originators and/or the Servicers, as applicable, acting in accordance with the standards of a reasonable lender of Dutch

residential mortgage loans to Borrowers in The Netherlands which is acting as a reasonable creditorin protection of its ow

interests;

Receiptholder means the holder of a Receipt;

Reasonable Prudent Lender

Reference Rate

Receipts means any bearer principal receipts appertaining to the Covered Bonds of anySeries or, as the context may require, a spe-

number thereof and includes any replacement Receipts issued pursuant to Condition 10 (Replacement of Covered Bonds, Receipts,

Coupons and Talons);

Receivable means a registered claim (vordering op naam) vis-à-vis a Borrower forrepayment of a Loan and includes any Related Security;

Receivable Adjustments has the meaning ascribed thereto in Clause 4.1 of the InitialServicing Agreement;

Receivable Due Date in relation to any Receivable means the original date on whichsuch Receivable is due and payable;

Receivable Interest Determination Date means in relation to any Receivable any dateon or after the relevant Transfer Date;

Receivables Pool means all Transferred Receivables held by the CBC from time to time;

Receivables Warranties means the representations and warranties given by each of theOriginators in respect of the Receivables as set out in Part 3 of Schedule 1 (Representations and Warranties) to the Guarantee Support Agreement;

Record Date means the seventh (7th) Business Day before the due date of the relevant payment;

Redemption Amount has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement;

Reference Banks means, in the case of a determination of EURIBOR, the principaloffice of four major banks in the Eurozone inter-bank market selected by the Administrator;

means, where applicable in relation to the Covered Bonds of any Series, the Reference Rate specified in the applicable Final Terms;

Rea. S Covered Bonds means Covered Bonds (to be) sold in reliance on Regulation S;

Reg. S Global Covered Bond means a permanent global Covered Bond in registeredform in reliance on Regulation S;

means the register with regard to any Registered Covered Bonds maintained bythe Registrar; Register

Registered Covered Bond means a Covered Bond issued in registered form;

means a deed of issuance of Registered CoveredBonds issued pursuant to the Trust Deed in the form, or substantially in the form, of Schedule 3(I) or (in the case of a Registered Global Covered Bond) Schedule 3(J) to the Trust Deed; Registered Covered Bonds Deed

Registered Definitive Covered Bond means a Registered Covered Bond in definitiveform:



Term Definition / Calculation

Registered Global Covered Bond

means a Registered Covered Bond in global form;

Registrar

means, in relation to any Registered Covered Bonds, The Bank of New YorkMellon (Luxembourg) S.A., whose principal place of business is at 2-4 rue EugèneRuppert, Vertigo Building – Polaris, L-2453 Luxembourg in its capacity as registrar;

Registration Document

means the Issuer's registration document as defined in theBase Prospectus (as defined herein) from time to time, which, as at the February 2012Update, is the Issuer's registration document dated 11 May 2011 pursuant to Commission Regulation (EC) No

809/2004 (the EU Prospectus Regulation) for ING Bank N.V. as approved by the AFM on 11 May 2011;

Regulation S

means Regulation S under the Securities Act;

Regulatory Direction

means, in relation to any person, a direction or requirement of anyGovernmental Authority with whose directions or requirements such person is accustomed or required to comply;

Related Security

means, with respect to any Receivable, all related accessory rights(afhankelijke rechten), ancillary rights (nevenrechten), connected rights (kwalitatieve rechten) and independently transferable claims (zelfstandig overdraagbare vorderingsrechten), including rights of mortgage (hypotheekrechten), rights of pledge (pandrechten), suretyships (borgtochten), guarantees, rights to receive interest andpenalties and, to the extent transferable, Beneficiary Rights and interest reset rights;

Relevant Transaction Document

means in respect of any party to any of the Transaction Documents, the Transaction Documents to which such party is a party together with the Transaction Documents that contain provisions that otherwise bind orconfer rights upon such party;

Relevant Assets and Liabilities

has the meaning ascribed to such term in the definitionof "Demerger

Relevant Date

has the meaning set out in Condition 7 (Taxation);

Relevant Insurer

means any of Nationale Nederlanden Levensverzekering MaatschappijN.V., Algemene Levensherverzekering Maatschappij N.V., Allianz Nederland Levensverzekering N.V. and ING Levensverzekering Retail N.V. (formerly named Postbank Levensverzekering N.V.) and any of its predecessors (including, without limitation, in respect of Alliane, Nederland Levensverzekering N.V., Royal LevensverzekeringMaatschappij N.V. and Zwolsche Algemeene Hypotheken N.V.);

Relevant OMV Fraction

has the meaning ascribed to such term in the definition of

Relevant OMV Percentage

has the meaning ascribed to such term in the definition of

Relevant Party

means the Arrangers, each Dealer, each of their respective affiliates and each person who controls them (within the meaning of section 15 of the Securities Act or section 20 of the Exchange Act) and each of their respective directors, officers, employees and agents;

Relevant Receivable

has the meaning ascribed thereto in the relevant Master Sub-Participation Agreement;

Relevant Screen Page

means, where applicable in relation to the Covered Bonds of anySeries, the Relevant Page specified in the applicable Final Terms;

Representations and Warranties

means the Originator's Warranties and theReceivables Warranties;

Required Current Balance Amount

has the meaning ascribed thereto in the AssetMonitor Agreement;

Required Redemption Amount

means:(a) in respect of any relevant Series of HB Covered Bonds, the amount calculated as follows: the aggregate Principal Amount Outstanding of such Series x (1+(0.005 x(days to the Final Maturity Date of such Series/365))); and(b) in respect of any relevant Series of SB Covered Bonds, the amount calculated as follows: the aggregate Principal Amount Outstanding of such Series x (1+(0.005 x(days to the Extended Due for Payment Date of such Series/365)));

Requirement of Law

in respect of any person shall mean:(a) any law, treaty, rule, requirement or regulation;(b) a notice by or an order of any court having jurisdiction; or(d) a determination of an arbitrator or Governmental Authority, in each case applicable to or binding upon that person or to which that person is subject orwith which it is customary for it to comply;

Reserve Fund Ledger

has the meaning ascribed thereto in the AdministrationAgreement;

Reserve Fund

has the meaning ascribed thereto in the Trust Deed;

Reserve Fund Required Amount

means an amount equal to (i) the aggregate for allSeries of (a) to the extent that no Interest Rate Swap or Structured Swap has been entered into in relation to any Series, the aggregate Scheduled Interest for each such Series due in the next three following CBC Payment Periods and (b) to the extent that an Interest Rate Swap or a Structured Swap has been entered into in relation to any Series and (x) a party other than the Bank is the Interest Rate Swap Provider or Structured Swap Provider, the aggregate interest component due by the CBC under such Interest Rate Swap or Structured Swap for each such Series in the next three following CBC Payment Periods or (y) the Bank is the Interest Rate Swap Provider or Structured Swap Provider, as applicable, the higher of the aggregate (A) Scheduled Interest due and (B) interest component due by the CBC under such Interest Rate Swap or Structured Swap for each such Series in the next three following CBC Payment Periods, all as calculated on each relevant Calculation Date, plus (ii) the anticipated aggregate amount payable in the next three following CBC Payment Periods in respect of the items referred to in paragraph (a) up to and including (d) of the Post-Notice-to-Pay Priority of Payments, as calculated oneach relevant Calculation Date;

Residential Subsidy Right

means the right to receive annual contributions with respectto residential Properties on the basis of the Resolution Monetary Support Own Residences (Beschikking geldelijke steun eigen woningen) of the ministry of housing, regional development and environment ("VROMSubsidies (Besluit woninggebonden subsidies) of the VROM dated 1992 and 1995;

Residual Claims

means, in respect of a Receivable, any receivable or claim which is notowned by the CBC and which is secured by the Related

Security securing suchReceivable;

Restricted Covered Bonds

means Covered Bonds (to be) sold in reliance on Rule144A;

Restricted Global Covered Bond
Retransferred Receivables

has the meaning ascribed thereto in each Deed of Re-Assignment and Release;

means a restricted permanent global Covered Bondin registered form in reliance on Rule 144A;

Revenue Ledger

has the meaning ascribed thereto in the Administration Agreement;

Revenue Receipts

means:(a) interest, fees and other amounts received or recovered by the CBC in respect of the Transferred Receivables (i) other than the Principal Receipts and any prepayment penalties, (ii) net of any relevant foreclosure costs and (iii) less, with respect to interest in respect of each Participation Receivable, an amount equal to the net amount received or recovered multiplied by the applicable ParticipationFraction; and(b) prepayment penalties received or recovered by the CBC in respect of the Transferred Receivables;

Revolving Credit Loan

means any loan or loan part (leningdeel) granted, or required tobe granted, by a relevant Originator to a Borrower pursuant to a Loan Agreement or otherwise, that qualifies as revolving credit (doorlopend krediet), current account or similar type of credit, which is secured by the same Related Security as the relevant Receivableowing by that Borrower under a related Loan;

Rule 144A

means Rule 144A under the Securities Act;

Specified Period

Specified Time



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

in the applicable Final Terms after the preceding Interest Payment Date or the Interest Commencement Date (in the case of the first Interest Payment Date); or(b) such date or dates as are indicated in the applicable Final Terms;

means 11.00 am (London time, in the case of determination of LIBOR, or Amsterdam time, in the case of a determination of EURIBOR);



Standard & Poor's

Standardised Approach

Stock Exchange

Structured Swap Agreement

Structured Swap Provider

Structured Swap Rate

Structured Swaps

Subscription Agreement

Substitution Assets Pledge

Supplemental Liquidity Event

Supplemental Liquidity Reserve Amount

Swap Collateral Excluded Amounts

Substitution Assets

and/or "S&P means Standard & Poor's Credit Market ServicesEurope Limited, and includes any successor to its rating business;

means Annex VI (Standardised Approach) to the CapitalRequirements Directive (or, after any amendment, variation, enactment or implementation of such Directive, the corresponding Annex);

means Euronext Amsterdam or any other or further stock exchange(s)on which any Covered Bonds may from time to time be listed or admitted to trading and references to the "relevant Stock Exchangeare intended to be, listed or admitted to trading;

means a swap agreement in the Approved Form togetherwith a structured swap transaction entered into between a Structured Swap Provider, the CBC and the Trustee;

means the Bank, an Eligible Swap Provider or any SwapProvider acting in such capacity pursuant to a Structured Swap

means the currency exchange rate set out in any StructuredSwap Agreement;

means cross-currency swap transactions entered into between aStructured Swap Provider, the CBC and the Trustee, governed by

means an agreement supplemental to the ProgrammeAgreement in the form, or substantially in the form, as set out in the Programme Agreement or in such other form as may be agreed between the Issuer, the CBC, the Arrangers and the Lead Manager or one or more Dealers (as the case may be);

means the classes of assets from time to time eliqible under the Capital Requirements Directive to collateralise covered bonds including:(a) exposures to or guaranteed by central governments, central banks or internationalorganisations that are 0% risk weighted under the Standardised Approach;(b) exposures to or guaranteed by public sector entities, regional governments or localauthorities that qualify for 0% risk weighting under the Standardised Approach;(c) exposures to institutions that qualify for a 10% risk weighting under theStandardised Approach;(d) exposures to institutions that qualify for a 20% risk weighting under theStandardised Approach, provided that the total exposure to such institutions shall not exceed 10% of the (euro equivalent of the) aggregate Principal Amount Outstanding of all Covered Bonds then outstanding; and(e) euro denominated residential mortgage backed securities provided that suchinvestments are actively traded in a continuous, liquid market on a recognised stock exchange, are held widely across the financial system, are available in an adequate supply and which have a minimum rating as determined to be applicable or agreed by a relevant Rating Agency, being as at the February 2012 Update, Aaa by Moody's, AAA by Fitch and AAA by S&P, provided that the total exposure to such institutions shall not exceed 10% of the (euro equivalent of the) by Fitch and AAA by S&P, provided that the total exposure to such institutions shall not exceed 10% of the (euro equivalent of the) aggregatePrincipal Amount Outstanding, all Covered Bonds then outstanding, in each case being an exposure denominated in euro, provided that:(i) such exposures will have certain minimum long term and short termratings, as determined to be applicable or agreed by each relevant Rating Agency from time to time, being as at the February 2012 Update, at least: (a) insofar as Moody's is concerned: A2 or P-1 for exposures maturing within one month, A1 and P-1 for exposures maturing within one to three months, A3 and P-1 for exposures maturing within three to six months and Aaa and P-1 for exposures maturing over six months, (b) insofar as S&P isconcerned: A or A-1 for exposures maturing in thirty days and for exposuresmaturing over 30 days to one year AA- or A-1+ and AAA for exposures maturing within thirty days, F1+ for exposures maturing within thirty days, F1+ for exposures maturing within thirty days to one year and AAA for exposures maturing over one year (or such other tality days, FI and exposures fractumly days to the year and AAA for exposures fractumly over the year for sour other ratings as may be assigned by a Rating Agency from time totime); (ii) the maximum aggregate total exposures (in general and/or to suchexposure) will not exceed a certain percentage of the aggregate Principal Amount Outstanding of the Covered Bonds as determined to be applicable or agreed by each relevant Rating Agency from time to time, being as at the Programme Date, at least (a) insofar as Moody's is concerned: the maximum aggregate total exposures in general shall not exceed 20% of the aggregate Principal Amount Outstanding of the Covered Bonds and (b) insofar as S&P is concerned: the maximum aggregate total exposure to A-1 exposures shall not exceed 20% of the aggregate Principal AmountOutstanding of the Covered Bonds;(iii) such exposures consist of securities (a) which are either deposited withEuroclear or the transfer of which is subject to the Dutch Securities Giro Transfer Act 1977 (Wet giraal effectenverkeer 1977) and (b) which are credited to a securities account in the relevant Originator's nameadministered in The Netherlands or Belgium, as the case may be;(iv) the aggregate value of the Substitution Assets other than as set out inparagraph (a) of this definition, at any time, shall not exceed in aggregate an amount equal to 10% of the total assets of the CBC; and(v) each such Substitution Asset is governed by the laws of a member state of the European Union, the United States of America, Canada, Japan, the Republic of Korea, Hong Kong, Singapore, Australia, New Zealand or Switzerland or the laws of any such other jurisdiction as designated in or pursuant to the Decree on Prudential Rules Wft (Besluit prudentiële regels

means any deed of pledge of Substitution Assets enteredinto between the CBC and the Trustee;

Supplemental Base Prospectus means a supplement to the Base Prospectus pursuantto Article 16 of the Prospectus Directive:

Supplemental Liquidity Available Amount

means (i) prior to the service of a Notice toPay an amount equal to the Supplemental Liquidity Reserve Amount minus, if a Supplemental Liquidity Event has occurred which is continuing, an amount equal to the aggregate Current Balance of Selected Receivables sold or refinanced to fund or replenish the Supplemental Liquidity Reserve Ledger, unless otherwise proposed to the Rating Agencies and (ii) following the service of a Notice to Pay, an amount equal to the Supplemental Liquidity Reserve Amount;

has the meaning ascribed thereto in the Asset MonitorAgreement;

means (i) prior to the service of a Notice toPay, an amount calculated on the basis of a method proposed to the Rating Agencies inconnection with the funding of the Supplemental Liquidity Reserve Ledger and (ii) following

Supplemental Liquidity Reserve Ledger has the meaning ascribed thereto in the Administration Agreement;

such asset is transformed

Swap Collateral Ledger has the meaning ascribed thereto in the AdministrationAgreement;

Swap Interest Ledger has the meaning ascribed thereto in the AdministrationAgreement;

Swap Principal Ledger has the meaning ascribed thereto in the AdministrationAgreement;

Swap Providers means the Total Return Swap Provider, the Structured SwapProvider(s) and the Interest Rate Swap Provider(s);

means each of the Total Return Swap Agreement, any Interest RateSwap Agreement and/or any Structured Swap Agreement: Swap Agreements

means, at any time, any asset (including, without limitation, cash and/orsecurities) which is paid or transferred by a Swap Provider to the CBC (or the Issuer on its behalf) if such Swap Provider does not have the required ratings to qualify as an Eligible Swap Provider, together with any income or distributions received in respect of such assetand any equivalent of such asset into which Swap Collateral

means amounts standing to the credit of the SwapCollateral Ledger;

Swap Interest Excluded Amounts means amounts standing to the credit of the SwapInterest Ledger;

means seventy (70) basis points or such other margin as may be agreedby the CBC and the Total Return Swap Provider under the Total Return Swap from time to time, subject to Rating Agency Confirmation; Swap Margin

Swap Principal Excluded Amounts means amounts standing to the credit of the SwapPrincipal Ledger:

44 of 48



means the occurrence of an Event of Default or TerminationEvent (each as defined in each of the relevant Swap Agreements) where the relevantSwap Provider is the Defaulting Party or the sole Affected Party (each as defined in the relevant Swap Swap Provider Default

Agreement);

Swap Provider Downgrade Event means the occurrence of any Additional TerminationEvent pursuant to Part 1(h)(iii) (First Rating Trigger Collateral) or (iv) (Second

RatingTrigger Replacement) or Part 5(I) (Rating Events) of the Schedule forming part of the relevant Swap Agreemen

means amounts standing to the credit of the Swap Replacement Ledger: Swap Replacement Excluded Amounts

has the meaning ascribed thereto in the AdministrationAgreement; Swap Replacement Ledger

Swap Undertaking Letter means the swap undertaking letter dated the ProgrammeDate between the Bank, the CB Trustee and the CBC;

Swans means the Total Return Swap, the Structured Swaps and the Interest RateSwaps;

Talonholder means the holder of a Talon:

means any bearer talons appertaining to the Covered Bonds of any Series or, asthe context may require, a specific number thereof and includes any replacement Talons issued pursuant to Condition 10 (Replacement of Covered Bonds, Coupons and Talons); Talons

means the Trans-European Automated Real-Time Gross SettlementExpress Transfer (known as TARGET2) System which was launched on 19 November2007 or any successor thereto; TARGET System

Tax Credit means a credit against any Tax or any relief or remission for Tax (or itsrepayment);

Tax Deduction means any deduction or withholding on account of Taxes;

Tax Jurisdiction has the meaning ascribed thereto in Condition 7 (Taxation);

means all present and future taxes, levies, imposts, duties (other than stampduty), fees, deductions, withholdings or charges of any Taxes

nature whatsoever and wheresoever imposed, including, without limitation, income tax, corporation tax, VAT or other tax in respect of added value and any franchise, transfer, sales, gross receipts, use, business, occupation, excise, personal property, real property or other tax imposed by any national, local or supranational taxing or fiscal authority or agency together with any penalties, fines or interest thereon and "Taxaccordingly;

Temporary Global Covered Bond means any Classic Temporary Global Covered Bondand/or any NGN Temporary Global Covered Bond;

means any amounts due and payable by the CBC to third partiesthat are not provided for payment elsewhere in the relevant Priorities of Payments and incurred by the CBC in the ordinary course of its business; Third Party Amounts

Time of Sale means, in relation to a Restricted Covered Bond, the time specified as suchin the relevant Subscription Agreement;

Total Credit Commitment means an amount equal to the Euro Equivalent of theaggregate of the Principal Amount Outstanding of each Series of Covered

Bonds as at thelssue Date of such Series of Covered Bonds (or such greater amount as may be agreed between the Issuer and the CBC from time to time);

means a swap agreement in a form approved by the RatingAgencies and a total return swap transaction entered into between the Total Return SwapProvider, the CBC and the Trustee; Total Return Swap

means a swap agreement in a form approved by theRating Agencies and a total return swap transaction entered into on the Programme Date between the Total Return Swap Provider, the CBC and the Trustee;

means an amendment and restatement agreement in relation to the total return swap confirmation;

Total Return Swap Confirmation Amendment and Restatement

Agreement Total Return Swap Provider

Total Return Swap Agreement

Transferred Receivables

Trustee

means the Bank in its capacity as such; means all Covered Bonds of the same Series with the same Issue Date andInterest Commencement Date; Tranche

Transaction Documents means:(a) the Administration Agreement;(b) the Agency Agreement;(c) the AIC Account Agreement;(d) the Asset Monitor

means:(a) the Administration Agreement;(b) the Agency Agreement;(c) the AlC Account Agreement;(d) the Asset Monitor Agreement;(e) the Asset Monitor Approximent Agreement;(f) each Beneficiary Waiver Agreement;(g) each Deed of Assignment and Pledge;(h) each Deed of Re-Assignment and Release;(i) the Guarantee Support Agreement;(j) the Incorporated Terms Memorandum;(k) the Initial Servicing Agreement;(i) each Interest Rate Swap Agreement;(as applicable in relation to the Covered Bonds of any Series);(m) each Management Agreement;(n) each Master Sub-Participation Agreement;(o) each Further Master Transfer Agreement;(p) the Programme Agreement;(q) each Security Document;(r) each Structured Swap Agreement (as applicable in relation to the Covered Bondsof any Series);(s) each Subscription Agreement (as applicable in the case of an issue of CoveredBonds subscribed pursuant to a subscription agreement);(f) the Swap Undertaking Letter;(u) the Total Return Swap Agreement;(v) the Total Return Swap Confirmation Amendment and Restatement Agreement;(w) the Trust Deed; and(x) the

Issuer-ICSD Agreement, and any agreements entered into in connection therewith from time to time;

Transaction Parties means some or all of them;

Transaction Party means any person who is a party to a Transaction Document and

means in relation to the Registered Covered Bonds of any Series, TheBank of New York Mellon, New York Branch, whose principal place of business is at 101Barclay Street, Floor 21W, New York, New York 10286, USA, as United States in its capacity Transfer Agent

Transfer Date means the First Transfer Date or the date of transfer of any further Eligible Assets to the CBC in accordance with the Guarantee Support Agreement

> means any Eligible Receivables transferred to the CBCpursuant 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, or agreed to be disposed of, by the CBC;

Transferred Assets means the Transferred Receivables, the Transferred Collateral andthe Transferred Non-Dutch Assets;

Transferred Collateral means any Eligible Collateral transferred or purported to betransferred to the CBC pursuant to the Guarantee Support Agreement,

to the extent not retransferred, sold or otherwise disposed, or agreed to be disposed, of by the CBC

Transferred Non-Dutch Assets means any Non-Dutch Assets transferred or purportedto be transferred to the CBC pursuant to the Guarantee Support Agreement, to the extent not retransferred, sold or otherwise disposed, or agreed to be disposed, of by the CBC;

means the Trust Deed entered into on the Programme Date between thelssuer, the CBC and the Trustee;

Trust Deed

means Stichting Trustee ING Covered Bond Company, a foundation (stichting)established under the laws of The Netherlands, having its registered office at Telportboulevard 140, 1043 EJ Amsterdam, The Netherlands and registered with the Trade Register (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel) in Amsterdam, The Netherlands under number

34281572 or such other person for the timebeing acting as the trustee under the Trust Deed;

means Orangefield Trust (Netherlands) B.V. and/or such otherperson(s) who may be appointed as director(s) (bestuurder) of the Trustee's Director Trustee from time to time;



UCITS Directive means Directive 2009/65/EC on the coordination of laws, regulations and administrative provisions to undertakings for collective investment in transferable securities (UCITS IV);

Update 2009 Date means 15 May 2009;

means in relation to the Registered Covered Bonds of any Series, TheBank of New York Mellon, New York Branch, whose principal place of business is at 101Barclay Street, Floor 21W, New York, New York 10286, USA, as United States in its capacity US Paying Agent

as US paying agent;

VAT and "Value Added Tax" means value added tax as levied in accordance with the Sixth Council Directive of 17 May 1977 on the

harmonisation of the laws of Member States relating to turnover taxes (77/388/EEC) as implemented in the Member States of theEuropean Union under their respective value added tax legislation and legislationsupplemental thereto and (b) any other tax of a similar fiscal nature (including but notlimited to goods and services tax), whether imposed in a Member State of the EuropeanUnion in substitution for, or levied in addition to, such tax, or in any other jurisdiction;

Voting Certificate has the meaning ascribed to such term in the Trust Deed;

VROM has the meaning ascribed to such term in the definition of "Residential SubsidyRight

WAFF means Weighted Average Foreclosure Frequency;

WALS means Weighted Average Loss Severity;

WEW means Stichting Waarborgfonds Eigen Woningen;

Wft means the Netherlands Financial Markets Supervision Act (Wet op het financieeltoezicht) and its subordinate and implementing

decrees and regulations;

means, in relation to any Series, a resolution in writing signed by oron behalf of all holders of Covered Bonds of such Series for the time being outstanding, whether contained in one document or several documents in like form, each signed by oron behalf of one or more such Covered Bondholders; and Written Resolution

means any Receivable which has been written off by therelevant Originator as irrecoverable for accounting purposes in accordance with that Originator's general accounting practices; Written-Off Receivable

Zero Coupon Covered Bond means a Covered Bond on which no interest is payable.



Contact Information

ACCOUNT BANK ING Bank N.V. ARRANGER & DEALER Barclays Bank Bijlmerplein 888 5 North Colonnade, The Canary Wharf 1102 MG Amsterdam Zuidoost E14 5AL London The Netherlands United Kingdom CO ARRANGER & DEALER ING Bank N.V. **COMPANY ADMINISTRATOR** ING Bank N.V. Bijlmerplein 888 Bijlmerplein 888 1102 MG Amsterdam Zuidoost 1102 MG Amsterdam Zuidoost The Netherlands The Netherlands INDEPENDENT PUBLIC ACCOUNTANTS (ING & CBC) INTEREST RATE SWAP PROVIDER Ernst & Young Accountants LLP ING Bank N.V. Antonio Vivaldistraat 150 Bijlmerplein 888 1083 HP Amsterdam 1102 MG Amsterdam Zuidoost The Netherlands The Netherlands ISSUER or ADMINISTRATOR ISSUER-ACT trigger for savings ING Bank N.V. ING Bank N.V. Biilmerplein 888 Biilmerplein 888 1102 MG Amsterdam Zuidoost 1102 MG Amsterdam Zuidoost The Netherlands The Netherlands ISSUER-Notification Event ING Bank N.V. ING Bank N.V. ISSUER-Pledge of residual claims Bijlmerplein 888 Bijlmerplein 888 1102 MG Amsterdam Zuidoost 1102 MG Amsterdam Zuidoost The Netherlands The Netherlands ISSUER-Pre-maturity test trigger ING Bank N.V. ISSUER-Reserve fund build up ING Bank N.V. trigger Bijlmerplein 888 Bijlmerplein 888 1102 MG Amsterdam Zuidoost 1102 MG Amsterdam Zuidoost The Netherlands The Netherlands LEGAL ADVISERS (ARRANGERS & DEALERS) LEGAL ADVISERS (ARRANGERS & DEALERS) Allen & Overy LLP Allen & Overy LLP 30 route du Chêne Apollolaan 15 1211 Geneva 17 1077 AB Amsterdam Switzerland The Netherlands LEGAL ADVISERS (ISSUER, CBC & INITIAL ORIGINATOR) **LEGAL ADVISERS (ARRANGERS &** Allen & Overy LLP Linklaters LLP DEALERS) One Silk Street One New Change EC4M 9QQ London EC2Y 8HQ London United Kingdom United Kingdom LEGAL ADVISERS (ISSUER, CBC & INITIAL ORIGINATOR) Linklaters LLP LISTING AGENT ING Bank N.V. WTC Amsterdam, Zuidplein 10 Bijlmerplein 888 1077 XV Amsterdam 1102 MG Amsterdam Zuidoost The Netherlands The Netherlands PAYING AGENT ORIGINATOR ING Bank N.V. ING Bank N.V. Bijlmerplein 888 Van Heenvlietlaan 200 1102 MG Amsterdam Zuidoost 1083 CN Amsterdam The Netherlands The Netherlands

Investor Report: 1 April 2016 - 30 April 2016



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United Kingdom

RATING AGENCY

Fitch Ratings (CB)

30 North Colonnade, Canary Wharf

E14 5GN London

United Kingdom

RATING AGENCY

Moody's (CB)

E14 5FA London United Kingdom

RATING AGENCY

Standard & Poor's (CB)

The Canary Wharf,20 Canada Square, Floor 11

E14 5LH London United Kingdom

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Bijlmerplein 888

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Stichting Trustee ING Covered Bond Company

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SERVICER

ING Bank N.V.

Bijlmerplein 888

1102 MG Amsterdam Zuidoost

The Netherlands

STRUCTURED SWAP PROVIDER

ING Bank N.V.

Bijlmerplein 888

1102 MG Amsterdam Zuidoost

The Netherlands

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ING Bank N.V.

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The Bank of New York Mellon

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48 of 48