



ING Bank N.V.

(Incorporated in The Netherlands with its statutory seat in Amsterdam)

€20,000,000,000

Euro Medium Term Note Programme

Under this €20,000,000,000 Euro Medium Term Note Programme (the “Programme”) ING Bank N.V. (the “Issuer”, which expression shall include any Substituted Debtor (as defined in Condition 16 on page 41), or the “Bank”) may from time to time issue notes (the “Notes”, which expression shall include Senior Notes and Subordinated Notes (each as defined below)) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

Subject as set out herein, the Notes will not be subject to any maximum maturity but will have a minimum maturity of seven days and the maximum aggregate nominal amount of all Notes from time to time outstanding will not exceed €20,000,000,000 (or its equivalent in other currencies calculated as described herein).

The Notes will be issued on a continuing basis to one or more of the Dealers specified on page 8 and any additional Dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each a “Dealer” and together the “Dealers”). The Dealer or Dealers with whom the Issuer agrees or proposes to agree on the issue of any Notes is or are referred to as the “relevant Dealer” in respect of those Notes.

The Programme has been rated by Standard & Poor's Rating Services, a division of the McGraw Hill Companies Inc (“Standard & Poor's”) and Moody's Investors Service Limited (“Moody's”). Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which case a supplementary Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

Arranger

ING Wholesale Banking

Dealers

Goldman Sachs International
JPMorgan

ING Wholesale Banking
Merrill Lynch International

Mitsubishi Securities International plc

UBS Investment Bank

This Prospectus replaces and supersedes the Prospectus dated 21 May, 2004 issued in respect of the Programme and all previous Prospectuses in connection with the Programme. Any Notes issued under the Programme are issued subject to the provisions set out herein. This does not affect any Notes issued prior to the date hereof.

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Application has been made for the Notes to be issued under the Programme during the period of 12 months from the date of this Prospectus to be listed on the Luxembourg Stock Exchange and application will (in certain circumstances as described herein) be made to list Notes on Eurolist by Euronext Amsterdam ("Euronext Amsterdam"). Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche of Notes will be set forth in a pricing supplement (the "Pricing Supplement") which, with respect to Notes to be listed on the Luxembourg Stock Exchange and/or Euronext Amsterdam, will be delivered to the Luxembourg Stock Exchange and/or Euronext Amsterdam, in each case on or before the date of issue of the Notes of such Tranche.

The Programme provides that Notes may be listed on such other or further stock exchange or stock exchanges as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes.

The Bearer Notes of each Tranche (as defined on page 23) will initially be represented by a temporary bearer global Note which will be deposited on the issue date thereof (i) with a common depository on behalf of Euroclear Bank S.A./N.V., as operator of the Euroclear System ("Euroclear"), and Clearstream Banking, société anonyme ("Clearstream, Luxembourg"), and/or any other agreed clearance system or (ii) with *Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.* ("Euroclear Netherlands") and which will be exchangeable, as specified in the applicable Pricing Supplement, for either a permanent bearer global Note or Bearer Notes in definitive form, in each case upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations. A permanent bearer global Note will be exchangeable for definitive Bearer Notes upon request unless otherwise specified in the applicable Pricing Supplement, all as further described in "Form of the Notes" herein.

Unless otherwise provided with respect to a particular Series of Registered Notes (as defined herein), the Registered Notes of each Tranche of such Series sold outside the United States in reliance on Regulation S under the United States Securities Act of 1933, as amended (the "Securities Act"), will be represented by a permanent global Note in registered form, without interest coupons (a "Reg. S Global Note"), deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("DTC") for the accounts of Euroclear and Clearstream, Luxembourg for the accounts of their respective participants. Prior to expiry of the period that ends 40 days after completion of the distribution of each Tranche of Notes, as certified by the relevant Dealer, in the case of a non-syndicated issue, or the Lead Manager, in the case of a syndicated issue (the "Distribution Compliance Period"), beneficial interests in the Reg. S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person (as defined in Regulation S) and may not be held otherwise than through Euroclear and Clearstream, Luxembourg. The Registered Notes of each Tranche of such Series sold in private transactions to qualified institutional buyers within the meaning of Rule 144A under the Securities Act will be represented by a restricted permanent global note in registered form, without interest coupons (a "Restricted Global Note", and, together with a Reg. S Global Note, "Registered Global Notes"), deposited with a custodian for, and registered in the name of a nominee of, DTC. The Registered Notes of each Tranche of such Series sold to "accredited investors" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) which are institutions ("Institutional Accredited Investors") will be in definitive form, registered in the name of the holder thereof. Registered Notes in definitive form will be issued in exchange for interests in the Registered Global Notes upon compliance with the procedures for exchange as described in "Form of the Notes" in the circumstances described in the relevant Pricing Supplement. Registered Notes in definitive registered form from the date of issue may also be sold outside the United States in reliance on Regulation S under the Securities Act.

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "Documents Incorporated by Reference" on page 6). This Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Prospectus.

The Dealers have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by

the Issuer. The Dealers do not accept any liability in relation to the information contained in this Prospectus or any other information provided by the Issuer in connection with the Programme.

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

Neither this Prospectus nor any other information supplied in connection with the Programme (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Prospectus or any other information supplied in connection with the Programme should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme. Investors should review, inter alia, the most recent non-consolidated or consolidated financial statements, if any, of the Issuer when deciding whether or not to purchase any Notes.

The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Prospectus or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the United Kingdom, Japan, The Netherlands, Germany, Hong Kong and Singapore (see “Subscription and Sale” on page 62).

The Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Notes may not be offered or sold within the United States or to or for the account or benefit of U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act and any applicable state securities laws. Registered Notes may be offered and sold in the United States exclusively to persons reasonably believed by the Dealers to be QIBs (as defined herein) or placed privately with institutions that are accredited investors as defined in Rule 501(a)(1), (2), (3) and (7) of Regulation D under the Securities Act. Each U.S. purchaser of Registered Notes is hereby notified that the offer and sale of any Registered Notes to it may be being made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A. To permit compliance with Rule 144A under the Securities Act in connection with the resales of Registered Notes, the Issuer is required to furnish, upon request of a holder of a Registered Note or a prospective purchaser designated by such holder, the information required to be delivered under Rule 144A(d)(4) under the Securities Act. Registered Notes are not transferable to other holders within the United States except upon satisfaction of certain conditions as described under “Subscription and Sale”. Certain U.S. tax law requirements may also apply to U.S. holders of the Notes.

TO NEW HAMPSHIRE RESIDENTS: NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENCE HAS BEEN FILED UNDER RSA 421-B WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF THE STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSONS, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

All references in this document to “U.S. dollars”, “U.S.\$”, “\$” and “U.S. cent” refer to United States dollars, those to “Japanese Yen”, “Yen” and “¥” refer to the currency of Japan and those to “euro”, “EUR” and

“€” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union.

TABLE OF CONTENTS

	<i>Page</i>
Documents Incorporated by Reference	6
General Description of the Programme	7
Summary of the Programme and of the Terms and Conditions of the Notes	8
Form of the Notes	12
DTC Information — Registered Notes	21
Terms and Conditions of the Notes	23
Use of Proceeds	44
ING Bank N.V.	45
Consolidated Audited Financial Statements of ING Bank N.V.	55
Capitalisation	58
Netherlands Taxation	59
Subscription and Sale	62
General Information	67

In connection with the issue and distribution of any Tranche of Notes, the Dealer (if any) disclosed as the stabilising manager in the applicable Pricing Supplement or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Notes of the Series (as defined in “Terms and Conditions of the Notes”) of which such Tranche forms part at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on the stabilising manager or any agent of his to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall be in compliance with all relevant laws and regulations including, in the case of Notes to be listed on Euronext Amsterdam, those of Euronext Amsterdam and Article 32 of the Further Regulations on Market Conduct Supervision on the Securities Trade 2002 (*Nadere regeling gedragstoezicht effectenverkeer 2002*) as amended. In relation to Notes to be listed on Euronext Amsterdam, stabilising will in any event be discontinued 30 days after the Closing Date applicable to such Notes.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated in, and to form part of, this Prospectus:

- (a) the publicly available audited consolidated annual financial statements which are contained in the annual report and the interim financial statements which are contained in the interim report (if any are produced at a future date) of the Issuer and its subsidiaries for the most recent three year financial period;
- (b) the Articles of Association (*statuten*) of the Issuer; and
- (c) all supplements to this Prospectus circulated by the Issuer from time to time in accordance with the undertakings given by the Issuer in the Programme Agreement (as defined in “Subscription and Sale” below),

save that any statement contained herein or in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The Issuer will provide, without charge, to each person to whom a copy of this Prospectus has been delivered, upon the oral or written request of such person, a copy of any or all of the documents which are incorporated herein by reference unless such documents have been modified or superseded as specified above. Written or oral requests for such documents should be directed to the Issuer at its registered office set out at the end of this Prospectus. In addition, such documents will be available free of charge from the principal office in Luxembourg of ING Luxembourg S.A. in its capacity as Luxembourg listing agent (the “Listing Agent”), and if and for so long as any Notes are listed on Euronext Amsterdam, from the office specified herein in Amsterdam of ING Bank N.V. in its capacity as Amsterdam listing agent (the “Amsterdam Listing Agent”).

The Issuer will, in connection with the listing of the Notes on the Luxembourg Stock Exchange, so long as any Note remains outstanding and listed on such exchange, in the event of a material adverse change in the financial condition of the Issuer which is not reflected in this Prospectus, prepare a further supplement to the Prospectus or publish a new Prospectus for use in connection with any subsequent issue of Notes to be listed on the Luxembourg Stock Exchange.

If the terms of this Programme are modified or amended in a manner which would make this Prospectus, as supplemented, inaccurate or misleading, a new Prospectus will be prepared.

GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency, subject as set out herein. A summary of the Programme and the terms and conditions of the Notes appears below. The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer prior to the issue of the Notes and will be set out in the Terms and Conditions of the Notes endorsed on, or incorporated by reference into, the Notes, as modified and supplemented by the applicable Pricing Supplement attached to, or endorsed on, or applicable to such Notes, as more fully described in “Terms and Conditions of the Notes” on page 23.

This Prospectus and any supplement will only be valid for listing Notes on the Luxembourg Stock Exchange and/or Euronext Amsterdam and/or any other exchange in an aggregate nominal amount which, when added to the aggregate nominal amount then outstanding of all Notes previously or simultaneously issued under the Programme, does not exceed €20,000,000,000 or its equivalent in other currencies. For the purpose of calculating the aggregate amount of Notes issued under the Programme from time to time:

- (a) the euro equivalent of Notes denominated in another Specified Currency (as specified in the applicable Pricing Supplement in relation to the Notes, described in “Terms and Conditions of the Notes” on page 24) shall be determined, at the discretion of the Issuer, as of the date of agreement to issue such Notes (the “Agreement Date”) or on the preceding day on which commercial banks and foreign exchange markets are open for business in London, in each case on the basis of the spot rate for the sale of the euro against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading bank selected by the Issuer on such date;
- (b) the amount (or, where applicable, the euro equivalent) of Dual Currency Notes, Index Linked Notes and Partly Paid Notes (each as specified in the applicable Pricing Supplement in relation to the Notes, described in “Terms and Conditions of the Notes” on page 24) shall be calculated (in the case of Notes not denominated in euro, in the manner specified above) by reference to the original nominal amount of such Notes (in the case of Partly Paid Notes, regardless of the subscription price paid); and
- (c) the amount (or, where applicable, the euro equivalent) of Zero Coupon Notes (as specified in the applicable Pricing Supplement in relation to the Notes, described in “Terms and Conditions of the Notes” on page 24) and other Notes issued at a discount or premium shall be calculated (in the case of Notes not denominated in euro, in the manner specified above) by reference to the net proceeds received by the Issuer for the relevant issue.

SUMMARY OF THE PROGRAMME AND OF THE TERMS AND CONDITIONS OF THE NOTES

The following summary does not purport to be complete and is taken from, and is qualified by, the remainder of this Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Pricing Supplement. Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” below shall have the same meanings in this summary.

Issuer:	ING Bank N.V.
Description:	Euro Medium Term Note Programme
Arranger:	ING Bank N.V.
Dealers:	Goldman Sachs International ING Bank N.V. Merrill Lynch International J.P. Morgan Securities Ltd. Mitsubishi Securities International plc UBS Limited
Regulatory Matters:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “Subscription and Sale” on page 62). The following are certain of the requirements which apply at the date of this Prospectus.
Registrar:	Deutsche Bank Trust Company Americas
Rule 144A and Institutional Accredited Investor Options:	Registered Notes may only be offered in the United States or to or for the account or benefit of U.S. persons pursuant to an exemption from the registration requirements of Section 5 of the Securities Act. Resales of Registered Notes may be made (i) to QIBs (as defined herein) in accordance with Rule 144A, (ii) in offshore transactions complying with Rule 904 of Regulation S under the Securities Act or (iii) pursuant to the requirements of Rule 144 under the Securities Act, if applicable.
Issuing and Principal Paying Agent:	Deutsche Bank AG London
Transfer Agent:	Deutsche Bank Luxembourg S.A.
Size:	Up to €20,000,000,000 (or its equivalent in other currencies calculated as described herein on page 7) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the applicable Pricing Supplement.
Currencies:	Subject to any applicable legal or regulatory restrictions, any currency agreed between the Issuer and the relevant Dealer.
Redenomination:	The applicable Pricing Supplement may provide that certain Notes may be redenominated in euro. If so, the wording of the redenomination clause will be set out in full in the applicable Pricing Supplement.
Maturities:	Such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturity as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency).

Issue Price:	Notes may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
Form of Notes:	The Notes will be issued in bearer or registered form as described in “Form of the Notes” below.
Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer (as indicated in the applicable Pricing Supplement) and on redemption, and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer (as indicated in the applicable Pricing Supplement).
Floating Rate Notes:	<p>Floating Rate Notes will bear interest either at a rate determined:</p> <ul style="list-style-type: none"> (i) on the same basis as the floating rate under a notional interest-rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or (iii) on such other basis as may be agreed between the Issuer and the relevant Dealer (as indicated in the applicable Pricing Supplement). <p>The Margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes (as indicated in the applicable Pricing Supplement).</p>
Dual Currency Notes:	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer may agree (as indicated in the applicable Pricing Supplement).
Index Linked Notes:	Payments in respect of interest on Index Linked Interest Notes or in respect of principal on Index Linked Redemption Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer may agree (as indicated in the applicable Pricing Supplement).
Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes:	Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both. Interest on Floating Rate Notes and Index Linked Interest Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer (as indicated in the applicable Pricing Supplement).
Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount or at par and will not bear interest.
Credit-linked Notes:	The Pricing Supplement may amend the Terms and Conditions to provide for the issue of credit-linked Notes.
Redemption:	The Pricing Supplement relating to each Tranche of Notes will indicate either that the Notes cannot be redeemed prior to their stated maturity (other than in specified instalments (see below), if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or, in the case of Senior Notes only, the Noteholders upon giving not less than 15 nor

more than 30 days' irrevocable notice (or such other notice period (if any) as is indicated in the applicable Pricing Supplement) to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the applicable Pricing Supplement. See Condition 6 for further details.

The Pricing Supplement may provide that Notes may be repayable in two or more instalments of such amounts and on such dates as indicated in the applicable Pricing Supplement.

N.B. Subordinated Notes may only be redeemed early on receipt of written approval of the Dutch Central Bank by the party seeking to redeem the Subordinated Notes early.

Denomination of Notes:

Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer and as indicated in the applicable Pricing Supplement save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Taxation:

All payments in respect of the Notes will be made without withholding or deduction for or on account of taxes levied in The Netherlands, subject to certain exceptions as provided in Condition 7. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 7, be required to pay additional amounts to cover the amounts so deducted.

Cross Default:

No cross default provision.

Status of the Senior Notes:

Unless otherwise specified in the applicable Pricing Supplement, the Senior Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* among themselves and (subject as aforesaid and to such mandatory exceptions as are from time to time applicable under Netherlands law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer from time to time outstanding.

Status and Characteristics relating to Subordinated Notes:

The Subordinated Notes will constitute direct, unsecured and subordinated obligations of the Issuer and will rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer, save for those that have been accorded by law preferential rights.

In the event of the dissolution of the Issuer or if the Issuer is declared bankrupt or if a moratorium (*surséance van betaling* resulting from the application of emergency measures as referred to in Chapter X of the Dutch Act on the Supervision of the Credit System 1992 (*Wet toezicht kredietwezen 1992*)) is declared in respect of the Issuer, then and in any such event the claims of the persons entitled to be paid amounts due in respect of the Notes shall be subordinated to all other claims in respect of any other indebtedness of the Issuer except for other Subordinated Indebtedness (as defined below), to the extent that, in any such event, and provided as aforesaid, no amount shall be eligible for setting-off or shall be payable to any or all the persons entitled to be paid amounts due in respect of the Notes in respect of the obligations of the Issuer thereunder until all other indebtedness of the Issuer which is admissible in any such dissolution, bankruptcy or moratorium (other than Subordinated Indebtedness) has been paid or discharged in full.

“Subordinated Indebtedness” means any indebtedness of the Issuer, including any guarantee by the Issuer, under which the right of payment of the person(s) entitled thereto is, or is expressed to be, or is required by any present or future agreement of the Issuer to be, subordinated to

the rights of all unsubordinated creditors of the Issuer in the event of the dissolution of the Issuer or if the Issuer is declared bankrupt or if a moratorium (*surséance van betaling* resulting from the application of emergency measures as referred to in Chapter X of the Act on the Supervision of the Credit System 1992) is declared in respect of the Issuer.

For the purposes of the solvency guidelines of the Dutch Central Bank (*De Nederlandsche Bank N.V.*) to which the Issuer is subject, Subordinated Notes may qualify as either tier 2 capital (“Tier 2 Notes”) or tier 3 capital (“Tier 3 Notes”), as referred to in such solvency guidelines.

Listing:

Application has been made for the Notes to be issued under the Programme to be listed on the Luxembourg Stock Exchange and application will (in certain circumstances as described herein) be made to list the Notes on Eurolist by Euronext Amsterdam. The Notes may also be listed on such other or further stock exchange or stock exchanges as may be agreed between the Issuer and the relevant Dealer in relation to each issue.

Unlisted Notes may also be issued.

The Pricing Supplement relating to each issue will state whether or not the Notes are to be listed.

Governing Law:

The Notes will be governed by, and construed in accordance with, the laws of The Netherlands.

Selling Restrictions:

There are selling restrictions in relation to the United States, the United Kingdom, Japan, The Netherlands, Germany, Hong Kong, Singapore and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes. See “Subscription and Sale” below.

FORM OF THE NOTES

Unless otherwise provided with respect to a particular Series of Registered Notes (as defined herein), the Registered Notes of each Tranche of such Series offered and sold in reliance on Regulation S which will be sold to non-U.S. persons outside the United States, will initially be represented by a permanent global Note in registered form, without interest coupons, (the “Reg. S Global Note”) which will be deposited with a custodian for, and registered in the name of a nominee of, DTC for the accounts of Euroclear and Clearstream, Luxembourg.

Subject to the certification requirements discussed below, (i) if a holder of a beneficial interest in the Restricted Global Note (as defined herein) wishes at any time to exchange its interest in such Restricted Global Note for an interest in the Reg. S Global Note, or to transfer its interest in such Restricted Global Note to a person who wishes to take delivery thereof in the form of an interest in the Reg. S Global Note, or (ii) if a holder of a beneficial interest in the Reg. S Global Note deposited with the custodian in the United States wishes at any time to exchange its interest in such Reg. S Global Note for an interest in the Restricted Global Note, or to transfer its interest in such Reg. S Global Note to a person who wishes to take delivery thereof in the form of an interest in the Restricted Global Note, in either such case such holder may, subject to the rules and procedures of the Registrar in the United States, exchange or cause the exchange, or transfer or cause the transfer of such interest for an equivalent beneficial interest in the Restricted Global Note or the Reg. S Global Note, as the case may be, upon compliance with the transfer requirements of the Registrar in the United States and certification to the effect that (a) in the case of the exchange of an interest in a Restricted Global Note for an interest in a Reg. S Global Note, the exchange or transfer of such interest has been made in compliance with the transfer restrictions applicable to the Registered Notes under U.S. law and pursuant to and in accordance with Regulation S, or (b) in the case of the exchange of an interest in a Reg. S Global Note for an interest in a Restricted Global Note, such exchange or transfer has been made to a person who the transferor reasonably believes to be a qualified institutional buyer (“QIB”) (as such term is defined in Rule 144A under the Securities Act) and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A.

In the event that an interest in a Registered Global Note (as defined below) is exchanged for Registered Notes in definitive registered form, such Registered Notes may be exchanged or transferred for one another only in accordance with such procedures as are substantially consistent with the provisions set out above, including, without limitation, certification requirements intended to ensure that such exchanges or transfers comply with Rule 144A or Regulation S under the Securities Act, as the case may be.

Registered Notes of each Tranche of such Series may be offered and sold in the United States and to U.S. Persons; provided, however, that so long as such Notes remain “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, such Registered Notes may only be offered and sold in the United States or to or for the account or benefit of US persons, in transactions exempt from the registration requirements of such Act. Registered Notes of each Tranche sold to U.S. persons in exempt transactions including pursuant to Rule 144A will be represented by one or more permanent global Notes in registered form, without interest coupons, (each a “Restricted Global Note” and, together with the Reg. S Global Note, the “Registered Global Notes”), which will be deposited with a custodian for, and registered in the name of a nominee of, DTC.

Owners of beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described under “Terms and Conditions of the Notes — Transfer and Exchange of Registered Notes and replacement of Notes and Coupons”, to receive physical delivery of Registered Notes in definitive form. Such Registered Notes will not be issuable in bearer form.

Investors may hold their interest in the Reg. S Global Note directly through Euroclear or Clearstream, Luxembourg, if they are participants in such systems, or indirectly through organisations which are participants in such systems. Euroclear and Clearstream, Luxembourg will hold interests in a Reg. S Global Note on behalf of their participants through customers' securities accounts in their respective names on the books of the nominee for DTC. Investors may hold their interests in the Restricted Global Note directly through DTC if they are participants in such system, or indirectly through organisations that are participants in such system.

Payments of principal on the Registered Notes will be made on the relevant payment date to the persons shown on the Register at the close of business on the business day (being for this purpose a day on which banks are open for business in New York City) immediately prior to the relevant payment date. Payments of interest on the Registered Notes will be made on the relevant payment date to the person in whose name such Notes are registered on the record date 15 days preceding such payment date.

Payments of the principal of, and interest (if any) on, the Registered Global Notes will be made to the nominee of DTC as the registered holder of the Registered Global Notes. None of the Issuer, the Agent, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or

payments made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Each Tranche of Notes in bearer form will be initially represented by a temporary bearer global Note or a permanent bearer global Note as indicated in the applicable pricing supplement, in each case without receipts, interest coupons or talons, which in either case will (i) be delivered to a common depositary for Euroclear and Clearstream, Luxembourg and/or any other agreed clearance system (including Euroclear France) or (ii) be deposited with Euroclear Netherlands. Whilst any Note is represented by a temporary bearer global Note, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made against presentation of the temporary bearer global Note only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of such Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by the relevant clearing system(s) and the relevant clearing system(s) have given a like certification (based on the certifications they have received) to the Agent. Any reference in this section to the relevant clearing system(s) shall mean the clearance and/or settlement system(s) specified in the applicable Pricing Supplement. On and after the date (the “Exchange Date”) which is 40 days after the temporary global Note is issued and in the case of Notes held through Euroclear Netherlands not more than 90 days after the date on which the temporary bearer global Note is issued, interests in the temporary bearer global Note will be exchangeable (free of charge), upon request as described therein, either for interests in a permanent bearer global Note without receipts, interest coupons or talons or for definitive Notes in bearer form (as indicated in the applicable Pricing Supplement) in each case against certification of beneficial ownership as described in the second sentence of this paragraph unless such certification has already been given. The holder of a temporary bearer global Note will not be entitled to collect any payment of interest or principal due on or after the Exchange Date. Pursuant to the Agency Agreement (as defined under “Terms and Conditions of the Notes” below) the Agent shall arrange that, where a further Tranche of Notes in bearer form is issued, the Notes of such Tranche shall be assigned a common code and ISIN by Euroclear and Clearstream, Luxembourg and/or a Fondscode by the Securities Clearing Corporation of Euronext Amsterdam which are different from the common code, ISIN and/or Fondscode assigned to Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

The applicable Pricing Supplement will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, receipts, interest coupons and talons attached upon either (i) not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) to the Principal Paying Agent as described therein or (ii) only upon the occurrence of an Exchange Event. For these purposes, “Exchange Event” means that (i) an Event of Default (as defined in Condition 9) has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 13 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

Definitive Notes to bearer will be either in the standard euro market form, in K-form (with Coupons) and/or in CF-form (with Coupon sheets). Such Definitive Notes and global Notes will be to bearer. Notes in K-form may, if applicable, have Talons for further Coupons attached but will not be issued with Receipts attached. Notes in CF-form will have neither Talons nor Receipts attached on issue and will be governed by the rules of the “Algemeen Obligatiekantoor van het Centrum voor Fondsenadministratie B.V.” in Amsterdam.

Payments of principal and interest (if any) on a permanent bearer global Note will be made through the relevant clearing system(s) against presentation or surrender (as the case may be) of the permanent bearer global Note without any requirement for certification. Unless otherwise specified in the applicable Pricing Supplement, a permanent bearer global Note will be exchangeable (free of charge), in whole but not in part, for security printed definitive Notes in bearer form with, where applicable, receipts, interest coupons and talons attached upon not less than 60 days' written notice to the Agent as described therein. If a permanent global bearer Note is deposited with Euroclear Netherlands and the applicable Pricing Supplement specifies that the permanent global

bearer Note will not be exchangeable for definitive Notes in bearer form, the right to demand delivery under the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*) is excluded. Global Notes in bearer form and definitive Notes in bearer form will be issued pursuant to the Agency Agreement.

The following legend will appear on all bearer global Notes, bearer definitive Notes, receipts and interest coupons (including talons):

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on bearer Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of bearer Notes, receipts or interest coupons.

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

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

Any reference in this section “Form of the Notes” to DTC, Euroclear and/or Clearstream, Luxembourg shall, whenever the context permits, be deemed to include a reference to any additional or alternative clearance system approved by the Issuer, the relevant Dealer and the Agent but shall not include Euroclear Netherlands.

So long as DTC or its nominee is the holder of a Registered Global Note, DTC or such nominee, as the case may be, will be considered the absolute owner or holder of the Notes represented by such Registered Global Note for all purposes under the Registered Notes and members of, or participants in, DTC (the “Agent Members”) as well as any other persons on whose behalf such Agent Members may act will have no rights under a Registered Global Note. Owners of beneficial interests in such Registered Global Note will not be considered to be the owners or holders of any Notes represented by such Registered Global Note.

For so long as any of the Notes are represented by a bearer global Note held on behalf of Euroclear and/or Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall, in respect of the giving of any notice under Condition 8(d) or in respect of any Event of Default (as defined under “Terms and Conditions” below), be entitled to give the notice or make the demand in respect of the nominal amount of Notes credited to the account of any such person and for such purposes shall be deemed to be a Noteholder. Notes which are represented by a bearer global Note held by a common depository for Euroclear or Clearstream, Luxembourg will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be. For the avoidance of doubt, Notes which are represented by a bearer global Note held by Euroclear Netherlands will be delivered in accordance with the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*).

No beneficial owner of an interest in a Registered Global Note will be able to exchange or transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and/or Clearstream, Luxembourg, in each case to the extent applicable.

A Note may be accelerated by the holder thereof in certain circumstances described in “Events of Default” in the “Terms and Conditions of the Notes”. In such circumstances, where any Note is still represented by a bearer global Note and a holder of such Note so represented and credited to his securities account with Euroclear or Clearstream, Luxembourg gives notice that it wishes to accelerate such Note, unless within a period of 15 days from the giving of such notice payment has been made in full of the amount due in accordance with the terms of such bearer global Note, such bearer global Note will become void. At the same time, holders of interests in such bearer global Note credited to their accounts with Euroclear or Clearstream, Luxembourg will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and Clearstream, Luxembourg, on and subject to the terms of the relevant global Note. In the case of a global Note deposited with Euroclear Netherlands the rights of Noteholders will be exercised in accordance with the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*).

Form of Pricing Supplement

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Notes issued under the Programme.

[Date]

ING Bank N.V.
[Title of relevant Series of Notes (specifying type of Notes)]
issued pursuant to its
€20,000,000,000 Euro Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated ● 2005. This Pricing Supplement is supplemental to and must be read in conjunction with such Prospectus.

[The following alternative language applies if the first Tranche of an issue which is being increased was issued under a Prospectus with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Prospectus dated [original date]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the Prospectus dated [current date], save in respect of the Conditions which are extracted from the Prospectus dated [original date] and are attached hereto.]

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Pricing Supplement.]

GENERAL DESCRIPTION OF THE NOTES

- | | | |
|----|--|--|
| 1. | Issuer | <input type="checkbox"/> |
| 2. | [(i)] Series Number: | <input type="checkbox"/> |
| | [(ii)] Tranche Number: | <input type="checkbox"/> |
| | | <i>(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)</i> |
| 3. | Specified Currency or Currencies: | <input type="checkbox"/> |
| 4. | Aggregate Nominal Amount: | |
| | (i) Tranche: | <input type="checkbox"/> |
| | (ii) Series: | <input type="checkbox"/> |
| 5. | (i) Issue Price: | <input type="checkbox"/> per cent. of the Aggregate Nominal Amount
[plus accrued interest from
[insert date] (in the case of fungible issues only,
if applicable)]. |
| | (ii) Net proceeds
(required only for Amsterdam
listed issues). | <input type="checkbox"/> |
| 6. | Specified Denominations:
(in the case of Registered Notes, this means the
minimum integral amount in which transfers can
be made) | <input type="checkbox"/>
<input type="checkbox"/> |
| 7. | [[(i)] Issue Date [and Interest
Commencement Date]: | <input type="checkbox"/> |
| | [(ii) Interest Commencement Date (if
different from the Issue Date): | <input type="checkbox"/> |
| 8. | Maturity Date: | <i>[Fixed rate — specify date/Floating
rate — Interest Payment Date falling in or
nearest to [specify month and year]]</i> |
| 9. | Interest Basis: | <input type="checkbox"/> per cent. Fixed Rate]
[[LIBOR/EURIBOR] +/- <input type="checkbox"/> per cent. Floating
Rate] |

- [Zero Coupon]
[Index Linked Interest]
[Dual Currency Interest]
[specify other]
(further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]
[Index Linked Redemption]
[Dual Currency Redemption]
[Partly Paid]
[Instalment]
[specify other]
11. Change of Interest Basis or Redemption/Payment Basis: [Specify details of any provision for change of Notes into another interest or redemption/ payment basis]
12. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
13. [(i)] Status of the Notes: [Senior/[Dated/Perpetual] Subordinated]
[(ii)] Status of the Subordinated Notes: [Tier 2 Notes/Tier 3 Notes]
14. Listing: [Luxembourg/Euronext Amsterdam
specify other/None]
15. In the case of Notes listed on Euronext Amsterdam:
(a) the name, address and specified office of the paying agent in The Netherlands: [name and address]
(b) the net proceeds of the issue of such Notes: []
(c) the effective yield of such Notes: []
(d) Fondscore (Amsterdam Security Code): []
(e) the Dealer fee: []
16. Method of distribution: [Syndicated/Non-syndicated]
- PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**
17. **Fixed Rate Note Provisions:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [] per cent. per annum [payable annually/semi-annually/quarterly/monthly] in arrear
(If payable other than annually, consider amending Condition 4)
- (ii) Interest Payment Date(s): [[] in each year up to and including the Maturity Date]/[specify other]
(NB: This will need to be amended in the case of long or short coupons]
- (iii) Fixed Coupon Amount(s): [] per [] in nominal amount
- (iv) Broken Amount(s): [Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount]
- (v) Day Count Fraction: [30/360 or Actual/Actual (ISMA) or specify other]
- (vi) Determination Date(s): [] in each year
[Insert regular interest payment dates ignoring issue date or maturity date in the case of a long or short first or last coupon]
(NB: This will need to be amended in the case of regular interest payment dates which are not of equal duration)
(NB: Only relevant where Day Count Fraction

- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: *is Actual/Actual (ISMA))*
[None/Give details]
18. **Floating Rate Note Provisions:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Specified Period(s)/Specified Interest Payment Dates: ☐
- (ii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/[specify other]]
- (iii) Additional Business Centre(s): [No Additional Business Centres/specify other]
- (iv) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/specify other]
- (v) Party responsible for calculating the Rate of Interest and Interest Amount: [Agent/specify other]
- (vi) Screen Determination: Rate [Applicable/Not Applicable]
— Reference Rate: ☐
(Either LIBOR, EURIBOR or other, although additional information is required if other – including any amendment to fallback provisions in the Agency Agreement)
— Interest Determination Date(s): ☐
(Second London business day prior to the start of each Interest Period if LIBOR (other than euro LIBOR or Sterling LIBOR), first day of each Interest Period if sterling LIBOR and the second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)
— Relevant Screen Page: ☐
(In the case of EURIBOR, if not Moneyline Telerate Page 248 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
- (vii) ISDA Determination: [Applicable/Not Applicable]
— Floating Rate Option: ☐
— Designated Maturity: ☐
— Reset Date: ☐
- (viii) Margin(s): [+/-] ☐ per cent. per annum
- (ix) Minimum Rate of Interest: ☐ per cent. per annum
- (x) Maximum Rate of Interest: ☐ per cent. per annum
- (xi) Day Count Fraction: [Actual/365
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30/360
30E/360
Other
(see Condition 4 for alternatives)]
- (xii) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: ☐
19. **Zero Coupon Note Provisions:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Accrual Yield: ☐ per cent. per annum
- (ii) Reference Price: ☐
- (iii) Any other formula/basis of determining amount payable: ☐
- (iv) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Condition 6(f)(iii) and 6(k) apply/ *specify other*]
(Consider applicable Day Count Fraction if not U.S. dollar denominated)
20. **Index Linked Interest Note Provisions:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Index/Formula: [give or annex details]
- (ii) Calculation Agent responsible for calculating the interest due: ☐
- (iii) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: ☐
- (iv) Specified Period(s)/Specified Interest Payment Dates: ☐
- (v) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/ *specify other*]
- (vi) Additional Business Centre(s): ☐
- (vii) Minimum Rate of Interest: ☐ per cent. per annum
- (viii) Maximum Rate of Interest: ☐ per cent. per annum
- (ix) Day Count Fraction: ☐
21. **Dual Currency Interest Note Provisions:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
- (ii) Calculation Agent, if any, responsible for calculating the interest payable: ☐
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: ☐
- (iv) Person at whose option Specified Currency(ies) is/are payable: ☐
- PROVISIONS RELATING TO REDEMPTION**
22. Issuer Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): ☐
- (ii) Optional Redemption Amount of each Note and method, if any, of calculation of such amount(s) of each Note: ☐ per Note of ☐ Specified Denomination
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount of each Note: ☐
- (b) Maximum Redemption Amount of each Note: ☐
- (iv) Notice period (if other than as set out in the Conditions): ☐
(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information)

- through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)
23. Investor Put: ☐ [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): ☐
- (ii) Optional Redemption Amount of each Note and method, if any, of calculation of such amount(s) of each Note: ☐ per Note of ☐ Specified Denomination
- (iii) Notice period (if other than as set out in the Conditions): ☐
(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)
24. Final Redemption Amount of each Note: ☐ per Note of ☐ Specified Denomination/specify other/see Appendix]
25. Early Redemption Amount of each Note payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 6(f)): ☐
[N.B. — In the case of Tier 2 or Tier 3 Notes, early redemption is subject to the prior written consent of the Dutch Central Bank]
- GENERAL PROVISIONS APPLICABLE TO THE NOTES**
26. Form of Notes: [Bearer Notes:
Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only on the occurrence of an Exchange Event].
[Temporary Global Note exchangeable for Definitive Notes (Bearer Notes only) on and after the Exchange Date.]
[Permanent Global Note exchangeable for Definitive Notes (Bearer Notes only) on 60 days' notice given at any time/only on the occurrence of an Exchange Event.]]
[Registered Notes:
Reg. S Global Note (U.S.\$[] nominal amount)/Rule 144A Global Note (U.S.\$[] nominal amount) (Restricted Notes)]
[Definitive Notes:
[K/CF/Standard Euromarket]]
27. Additional Financial Centre(s) or other special provisions relating to Payment Dates: [Not Applicable/give details]
(Note that this item relates to the place of payment and not Interest Period End Dates to which paragraphs 18(iii) and 20(vi) relate)
28. Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]
29. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and, if different from those specified in the Temporary Global Note, consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on [Not Applicable/give details]
(N.B. A new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues)

	late payment:	
30.	Details relating to Instalment Notes:	
	(i) Instalment Amount(s):	[Not Applicable/give details]
	(ii) Instalment Date(s):	[Not Applicable/give details]
31.	Redenomination:	Redenomination [not] applicable [If Redenomination is applicable, specify the applicable Day Count Fraction and any provisions necessary to deal with floating rate interest calculation (including alternative reference rates)]
32.	Other terms or special conditions:	[Not Applicable/give details]
DISTRIBUTION		
33.	(i) If syndicated, names of Managers:	[Not Applicable/give names]
	(ii) Stabilising Manager (if any):	[Not Applicable/give name]
34.	If non-syndicated, name of relevant Dealer:	[Not Applicable/give name]
35.	Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable:	[TEFRA D/TEFRA C/TEFRA not applicable]
36.	Additional selling restrictions:	[Not Applicable/give details]
OPERATIONAL INFORMATION		
37.	Relevant clearing system(s) and the relevant identification number(s):	[Euroclear/Clearstream, Luxembourg/ Euroclear Netherlands/other/and give numbers]
38.	Delivery:	Delivery [against/free of] payment
39.	Additional Paying Agent(s) (if any):	<input type="checkbox"/>
<hr/>		
	ISIN:	<input type="checkbox"/>
	Common Code:	<input type="checkbox"/>
<hr/>		

[LISTING APPLICATION

This Pricing Supplement comprises the final terms required to list the issue of Notes described herein pursuant to the €20,000,000,000 Euro Medium Term Note Programme of ING Bank N.V.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement. [To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in this Pricing Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.]*

Signed on behalf of the Issuer:

By:

Duly authorised

If the applicable Pricing Supplement specifies any modification to the Terms and Conditions of the Notes as described herein, it is envisaged that, to the extent that such modification relates only to Conditions 1, 4, 5, 6 (except Condition 6(b)), 10, 11, 12, 13 (insofar as such Notes are not listed on any stock exchange) or 15, they will not necessitate the preparation of a supplement to this Prospectus. If the Terms and Conditions of the Notes of any Series are to be modified in any other respect, a supplement to this Prospectus will be prepared, if appropriate.

* Euronext Amsterdam listed issue only.

DTC INFORMATION — REGISTERED NOTES

DTC will act as securities depository for the Reg. S Global Notes and the Restricted Global Notes. The Reg. S Global Notes and the Restricted Global Notes will be issued as fully registered securities registered in the name of Cede & Co. The deposit of such Notes with DTC and their registration in the name of Cede & Co. will effect no change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the Registered Notes; DTC's records reflect only the identity of the Agent Members to whose accounts such Notes are credited, which may or may not be the beneficial owners of the Registered Notes.

DTC has advised the Issuer as follows: “DTC is a limited-purpose trust company organised under the New York Banking Law, a “banking organisation” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of section 17A of the United States Exchange Act of 1934. DTC was created to hold securities for its Agent Members and facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its Agent Members, thereby eliminating the need for physical movement of certificates. Agent Members include securities brokers and dealers, banks, trust companies and clearing corporations and may include certain other organisations. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly (“indirect participants”).”

Neither DTC nor Cede & Co. will consent or vote with respect to the Registered Notes. However, DTC has advised the Issuer that it will take any action permitted to be taken by a holder of Registered Notes (including, without limitation, the delivery of consent, the exercise of voting rights, or the presentation of a registered global Note for exchange as described above) at the direction of one or more Agent Members to whose account with DTC interests in a Registered Global Note are credited and only in respect of such portion of the aggregate principal amount of the Registered Notes as to which such Agent Member or Agent Members has or have given such direction. Notwithstanding the foregoing, if there is an Event of Default under the Registered Notes, DTC will exchange the Registered Global Notes for Registered Notes in definitive form, legended as appropriate, which it will distribute to its Agent Members.

Purchases of Registered Notes under the DTC system must be made by or through Agent Members, which will receive a credit for the Registered Notes on DTC's records. The ownership interest of each actual purchaser of a Registered Note held through DTC is in turn recorded on the Agent Member's records. Noteholders will not receive written confirmation from DTC of their purchase but it is anticipated that Noteholders would receive written confirmations regarding details of the transaction, as well as periodic statements of their holdings, from the Agent Member through which the Noteholder entered into the purchase transaction. Transfers of ownership interests in Notes held by DTC are accomplished by entries made on the books of Agent Members acting on behalf of Noteholders. Noteholders will not receive certificates representing their ownership interests in Registered Notes held by DTC, except in the event that the use of the book- entry system for the Notes is discontinued.

Principal and interest payments on Registered Notes held by DTC will be made to DTC. DTC's practice is to credit Agent Member's accounts on the payment date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payment date. Payments by Agent Members to Noteholders will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name”, and will be the responsibility of such Agent Members and not of DTC or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer or the Agent or Paying Agent, as the case may be. Disbursement of payment received by DTC to Agent Members shall be the responsibility of DTC. Disbursement of such payments to the Noteholders shall be the responsibility of the Agent Members.

The laws of some states within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, any transfer of beneficial interests in a registered global Note to such persons may require that such interests be exchanged for Registered Notes in definitive form. Because DTC can only act on behalf of Agent Members which, in turn, act on behalf of indirect Agent Members and certain banks, the ability of a person having a beneficial interest in a Registered Global Note to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take action in respect of such interest, may be affected by the lack of a physical registered certificate.

DTC may discontinue providing its services as securities depository with respect to Registered Notes at any time by giving reasonable notice to the Issuer or the Agent. Under such circumstances, in the event that a

successor securities depositary is not obtained, Registered Notes in definitive form would be delivered to individual Noteholders. In addition, the Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depositary). In that event, Registered Notes in definitive form would be delivered to individual Noteholders.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of Notes to be issued by the Issuer which will be incorporated by reference into each global Note and which will be incorporated into (or, if permitted by the relevant stock exchange and agreed between the Issuer and the relevant Dealer, incorporated by reference into) each definitive Note. The applicable Pricing Supplement in relation to any Tranche of Notes may specify other terms and conditions which shall to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Tranche of Notes. The applicable Pricing Supplement will be incorporated into, or attached to, each global Note and definitive Note in the standard euromarket form and K-form and will be applicable to each definitive Note in CF-form. Reference should be made to "Form of the Notes" above for the form of the Pricing Supplements which specifies certain capitalised terms as defined in the following Terms and Conditions.

This Note is one of a series of Notes issued by ING Bank N.V. (the "Issuer", which expression shall include any Substituted Debtor pursuant to Condition 16) pursuant to the Agency Agreement (as defined below). References herein to the "Notes" shall be references to the Notes of this Series (as defined below) and shall mean (i) in relation to any Notes represented by a global Note, units of the lowest Specified Denomination in the Specified Currency, (ii) definitive Notes issued in exchange (or part exchange) for a global Note and (iii) any global Note. The Notes, the Receipts (as defined below) and the Coupons (as defined below) also have the benefit of an agency agreement dated 23 May, 2003, as supplemented by a supplemental agency agreement dated 21 May, 2004 (together, as from time to time modified, supplemented and/or restated, the "Agency Agreement") and made among, the Issuer, Deutsche Bank AG London as issuing and principal paying agent and agent bank (the "Agent", which expression shall include any successor agent), Deutsche Bank Trust Company Americas as Registrar (the "Registrar", which expression shall include any successor Registrar), Deutsche Bank Luxembourg S.A. as Transfer Agent (the "Transfer Agent", which expression shall include any successor Transfer Agent) and the other paying agents named therein (together with the Agent, the "Paying Agents", which expression shall include any additional or successor paying agents).

Interest bearing definitive Bearer Notes in standard euromarket form (unless otherwise indicated in the applicable Pricing Supplement) have interest coupons ("Coupons") and, if indicated in the applicable Pricing Supplement, talons for further Coupons ("Talons") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Bearer Notes repayable in instalments have receipts ("Receipts") for the payment of the instalments of principal (other than the final instalment) attached on issue. Any reference herein to "Noteholders" shall mean the holders of the Notes, and shall, in relation to any Notes represented by a global Note, be construed as provided below. Any reference herein to "Receiptholders" shall mean the holders of the Receipts and any reference herein to "Couponholders" shall mean the holders of the Coupons, and shall, unless the context otherwise requires, include the holders of the Talons. Any holders mentioned above include those having a credit balance in the collective depots held in respect of the Notes by *Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.* ("Euroclear Netherlands") or one of its participants.

Interest bearing definitive bearer Notes in K-form will have Coupons and, if indicated in the applicable Pricing Supplement, Talons attached but will not be issued with Receipts attached. Interest bearing definitive bearer Notes in CF-form will have Coupon sheets attached but will not be issued with Talons or Receipts attached. References in these Terms and Conditions (the "Conditions") to "Coupons" will include reference to such Coupon sheets.

The Pricing Supplement for this Note is attached hereto or applicable to or (to the extent relevant) incorporated herein and supplements the Conditions and may specify other conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify the Conditions for the purposes of this Note. References herein to the "applicable Pricing Supplement" are to the Pricing Supplement attached hereto or incorporated herein.

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

Copies of the Agency Agreement and the Pricing Supplement applicable to this Note may be obtained from and are available for inspection at the specified offices of each of the Agent and the other Paying Agents save that a Pricing Supplement relating to an unlisted Note will only be available for inspection by a Noteholder upon such Noteholder producing evidence as to identity satisfactory to the relevant Paying Agent. The Noteholders,

the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Pricing Supplement which are binding on them.

Words and expressions defined in the Agency Agreement or used in the applicable Pricing Supplement shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated.

1. Form, Denomination and Title

The Notes are in bearer form (“Bearer Notes”) or in registered form (“Registered Notes”) as specified in the applicable Pricing Supplement and, in the case of definitive Notes, serially numbered, in the currency in which payment in respect of the Notes is to be made (the “Specified Currency”) and currency in which the Notes are denominated (the “Specified Denomination”). Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note is a Senior Note or a Subordinated Note, as indicated in the applicable Pricing Supplement.

This Note may be a Note bearing interest on a fixed rate basis (“Fixed Rate Note”), a Note bearing interest on a floating rate basis (“Floating Rate Note”), a Note issued on a non-interest bearing basis (“Zero Coupon Note”), a Note in respect of which interest is calculated by reference to an index and/or a formula (“Index Linked Interest Note”) or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Pricing Supplement.

This Note may be a Note in respect of which principal is calculated by reference to an index and/or a formula (“Index Linked Redemption Note”), a Note redeemable in instalments (“Instalment Note”), a Note to be issued on a partly paid basis (“Partly Paid Note”), a Note in respect of which principal is or may be payable in one or more Specified Currencies other than the Specified Currency in which it is denominated (a “Dual Currency Redemption Note”) or a Note in respect of which interest is or may be payable in one or more Specified Currencies other than the Specified Currency in which it is denominated (“Dual Currency Interest Note”) or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Pricing Supplement.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Bearer Notes, Receipts and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. For Notes held by Euroclear Netherlands deliveries will be made in accordance with the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*). Except as ordered by a court of competent jurisdiction or as required by law or applicable regulations, the Issuer, the Agent, the Replacement Agent (as defined in the Agency Agreement), the Registrar, the Transfer Agent and any Paying Agent may deem and treat the bearer of any Bearer Note, Receipt or Coupon and the registered holder of any registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a global Bearer Note held on behalf of Euroclear S.A./N.V., as operator of the Euroclear System (“Euroclear”) and/or Clearstream Banking, société anonyme (“Clearstream, Luxembourg”), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Replacement Agent, the Transfer Agent, the Registrar, the Agent and any Paying Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, for which purpose the bearer of the relevant global Note shall be treated by the Issuer, the Replacement Agent, the Transfer Agent, the Registrar, the Agent and any Paying Agent as the holder of such Notes in accordance with and subject to the terms of the relevant global Note (and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly). These expressions shall include persons having a credit balance in the collective depots in respect of the Notes held by Euroclear Netherlands or one of its participants. Notes which are represented by a global Note held by a common depositary for Euroclear and/or Clearstream, Luxembourg will be transferable only in accordance with the rules and procedures for the time being of Euroclear or of Clearstream, Luxembourg, as the case may be. Notes which are represented by a

global Note held by Euroclear Netherlands will be delivered in accordance with the Dutch Securities Giro Transfer Act.

For so long as The Depository Trust Company (“DTC”) or its nominee is the registered holder of any Registered Global Notes, DTC or such nominee, as the case may be, will be considered the absolute owner or holder of the Registered Notes represented by such registered global Note for all purposes and members of, or participants in, DTC (the “Agent Members”) as well as any other person on whose behalf the Agent Members may act will have no rights under a registered global Note. Owners of beneficial interests in a registered global Note will not be considered to be the owners or holders of any Registered Notes.

References to Euroclear, Clearstream, Luxembourg and/or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Agent but shall not include Euroclear Netherlands.

If the Notes are represented by a permanent global note in bearer form without coupons (the “Permanent Bearer Global Note”) deposited in custody with *Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.* (“Euroclear Netherlands”), they will be subject to the *Wet giraal effectenverkeer* (the Dutch Securities Giro Transfer Act). Rights in respect of the Notes represented by the Permanent Bearer Global Note take the form of co-ownership rights (*aandelen*) in the collective depots (*verzameldepots* as referred to in the *Wet giraal effectenverkeer*) of the Notes with participants of Euroclear Netherlands (*aangesloten instellingen* according to the *Wet giraal effectenverkeer*) (“Participants”). The co-ownership rights with respect to the Notes will be credited to the account of the Noteholder with such Participant. A holder of co-ownership rights in respect of the Notes as well as a holder of a Euroclear Netherlands Note (as defined hereinafter) will be referred to hereinafter as a “Noteholder” or a “holder of a Note”.

The applicable Pricing Supplement may specify that the Permanent Bearer Global Note will not be exchangeable for Definitive Notes in bearer form, in which case the right to demand delivery under the Dutch Securities Giro Transfer Act is excluded.

2. Status of the Senior Notes

The Senior Notes and the relative Receipts and Coupons are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain debts required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer from time to time outstanding.

3. Status and Characteristics relating to Subordinated Notes

The Subordinated Notes of this Series and the relative Receipts and Coupons constitute direct, unsecured and subordinated obligations of the Issuer and rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer, save for those that have been accorded by law preferential rights.

In the event of the dissolution of the Issuer or if the Issuer is declared bankrupt or if a moratorium (*surséance van betaling* resulting from the application of emergency measures as referred to in Chapter X of the Dutch Act on the Supervision of the Credit System 1992 (*Wet toezicht kredietwezen 1992*)) is declared in respect of the Issuer, then and in any such event the claims of the persons entitled to be paid amounts due in respect of the Notes shall be subordinated to all other claims in respect of any other indebtedness of the Issuer except for other Subordinated Indebtedness (as defined below), to the extent that, in any such event, and provided as aforesaid, no amount shall be eligible for setting-off or shall be payable to any or all the persons entitled to be paid amounts due in respect of the Notes in respect of the obligations of the Issuer thereunder until all other indebtedness of the Issuer which is admissible in any such dissolution, bankruptcy or moratorium (other than Subordinated Indebtedness) has been paid or discharged in full.

“Subordinated Indebtedness” means any indebtedness of the Issuer, including any guarantee by the Issuer, under which the right of payment of the person(s) entitled thereto is, or is expressed to be, or is required by any present or future agreement of the Issuer to be, subordinated to the rights of all unsubordinated creditors of the Issuer in the event of the dissolution of the Issuer or if the Issuer is declared bankrupt or if a moratorium (*surséance van betaling* resulting from the application of emergency measures as referred to in Chapter X of the Act on the Supervision of the Credit System 1992) is declared in respect of the Issuer.

For the purposes of the solvency guidelines of the Dutch Central Bank (*De Nederlandsche Bank N.V.*) to which the Issuer is subject, Subordinated Notes may qualify as either tier 2 capital (“Tier 2 Notes”) or tier 3

capital (“Tier 3 Notes”), as referred to in such solvency guidelines. The Tier 2 Notes and the Tier 3 Notes rank *pari passu* among themselves.

4. Interest

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest so specified payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

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

As used in the Conditions. “Fixed Interest Period” means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

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

- (i) if “Actual/Actual (ISMA)” is specified in the applicable Pricing Supplement:
 - (a) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the “Accrual Period”) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; or
 - (b) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; and
 - (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (ii) if “30/360” is specified in the applicable Pricing Supplement, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In the Conditions:

“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); and

“sub-unit” means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

(b) Interest on Floating Rate Notes and Index Linked Interest Notes

(i) Interest Payment Dates

Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) (each an “Interest Payment Date”) in each year specified in the applicable Pricing Supplement; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Pricing Supplement, each date (each an “Interest Payment Date”) which falls the number of months or other period specified as the Specified Period in the applicable Pricing Supplement after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

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

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

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

In the Conditions, “Business Day” means a day which is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and Amsterdam and any Additional Business Centre specified in the applicable Pricing Supplement; and
- (B) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London, Amsterdam and any Additional Business Centre and which if the Specified Currency is Australian dollars shall be Sydney and Melbourne and if New Zealand dollars, Auckland and Wellington) or (2) in relation to interest payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System (the “TARGET System”) is open.

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of the Floating Rate Notes and Index Linked Interest Notes will be determined in the manner specified in the applicable Pricing Supplement.

(iii) ISDA Determination

Where ISDA Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any). For the purposes of this sub-paragraph (iii), “ISDA Rate” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent under an interest rate swap transaction if the Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2000 ISDA Definitions (as amended and updated as at the Issue Date of the first Tranche of the Notes) as published by the International Swaps and Derivatives Association, Inc. (the “ISDA Definitions”) under which:

- (A) the Floating Rate Option is as specified in the applicable Pricing Supplement;
- (B) the Designated Maturity is the period specified in the applicable Pricing Supplement; and
- (C) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate (“LIBOR”) or on the Euro-zone inter-bank offered rate (“EURIBOR”) for a currency, the first day of that Interest Period or (ii) in any other case, as specified in the applicable Pricing Supplement.

For the purposes of this sub-paragraph (iii), “Floating Rate”, “Calculation Agent”, “Floating Rate Option”, “Designated Maturity” and “Reset Date” have the meanings given to those terms in the ISDA Definitions.

(iv) Screen Rate Determination for Floating Rate Notes

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

- (A) the offered quotation (if there is only one quotation on the Relevant Screen Page); or
- (B) the arithmetic mean (rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Agent. If five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Pricing Supplement as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Pricing Supplement.

(v) Minimum and/or Maximum Rate of Interest

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraphs (ii), (iii) and (iv) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraphs (ii), (iii) and (iv) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(vi) Determination of Rate of Interest and Calculation of Interest Amounts

The Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Index Linked Interest Notes, the

Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Agent will calculate the amount of interest (the “Interest Amount”) payable on the Floating Rate Notes or Index Linked Interest Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

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

- (A) if “Actual/365” or “Actual/Actual (ISDA)” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (B) if “Actual/365 (Fixed)” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (C) if “Actual/365 (sterling)” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (D) if “Actual/360” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (E) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (F) if “30E/360” or “Eurobond Basis” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of an Interest Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

(vii) Notification of Rate of Interest and Interest Amount

The Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed at the latest on the first day of the Interest Period if Rate of Interest is determined prior to the start of the Interest Period and notice thereof to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the fourth London Business Day (as defined below) thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and to the Noteholders in accordance with Condition 13. For the purposes of this paragraph, the expression “London Business Day” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open general for business in London.

(viii) Certificates to be Final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this paragraph (b), whether by the Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent or, if applicable, the Calculation Agent, as the case may be, the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer,

the Noteholders, the Receiptholders or the Couponholders shall attach to the Agent or, if applicable, the Calculation Agent or that other agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) Interest on Dual Currency Interest Notes

The rate or amount of interest payable shall be determined in the manner specified in the applicable Pricing Supplement.

(d) Interest on Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

(e) Accrual of Interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (1) the date on which all amounts due in respect of such Note have been paid; and
- (2) five days after the date on which the full amount of the moneys payable has been received by the Agent and notice to that effect has been given in accordance with Condition 13 or individually.

(f) Deferral of Interest on Tier 3 Notes

Interest on Tier 3 Notes will not be payable on the due date thereof if and to the extent that at the time, or as a result of such payment, the Issuer's actual Own Funds (as defined below) would amount to less than 100 per cent. of the Issuer's required minimum amount of Own Funds under the solvency guidelines issued from time to time by the Dutch Central Bank. Any interest in respect of Tier 3 Notes not paid on a date on which such interest would otherwise be payable will be paid by the Issuer if and to the extent that the Issuer will meet the solvency test referred to in the previous sentence. Any arrears of interest will also become fully payable on the date of the dissolution of the Issuer, the date on which the Issuer is declared bankrupt or the date on which a moratorium resulting from the application of emergency measures as referred to in Chapter X of the Act on the Supervision of the Credit System 1992 is declared in respect of the Issuer. Where any amount of interest is paid in part, each part payment shall be made *pro rata* to the Tier 3 Noteholders and shall be in respect of the interest accrued furthest from the date of payment. Any arrears of interest shall not themselves bear interest.

“Own Funds” means the amount of shareholders' and other funds which qualify as actual own funds (*toetsingsvermogen*) under the applicable solvency guidelines of the Dutch Central Bank.

5. Payments

(a) Method of Payment

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by transfer to an account in the relevant Specified Currency (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars, shall be Melbourne and if New Zealand dollars, Wellington); and
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7.

(b) Presentation of Notes, Receipts and Coupons

Other than in the case of definitive Bearer Notes in CF-form, payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only

against surrender of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes will (subject as provided below) be made as aforesaid only against surrender of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the State and District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Payments of principal in respect of any definitive Bearer Notes in CF-form will be made in the manner provided in paragraph (a) above only against surrender of definitive Notes together with the Coupon sheet attached. Payments of interest in respect of any definitive Bearer Notes in CF-form will be made in conformity with the agreement concluded between the Issuer and Algemeen Obligatiekantoor van het Centrum voor Fondsenadministratie B.V. in Amsterdam (the “Obligatiekantoor”), under which agreement the Issuer has accepted the rules and regulations of the Obligatiekantoor.

Payments of instalments of principal in respect of definitive Bearer Notes (if any), other than the final instalment, will (subject as provided below) be made in the manner provided in paragraph (a) above against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt. Payment of the final instalment will be made in the manner provided in paragraph (a) above against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Bearer Note. Each Receipt must be presented for payment of the relevant instalment together with the definitive Bearer Note to which it appertains. Receipts presented without the definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes in definitive bearer form (other than Dual Currency Notes, Index Linked Interest Notes or Long Maturity Notes (as defined below) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 7) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter. Upon any such Fixed Rate Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Dual Currency Note or Index Linked Interest Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A “Long Maturity Note” is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

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

Payments of principal and interest (if any) in respect of Notes represented by any global Bearer Note will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes and otherwise in the manner specified in the relevant global Bearer Note against presentation or surrender, as the case may be, of such global Bearer Note at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of such global Bearer Note, distinguishing between any payment of principal and any payment of interest, will be made on such global Bearer Note by such Paying Agent and such record shall be *prima facie* evidence that the payment in question has been made.

The holder of a global Note shall be the only person entitled to receive payments in respect of Notes represented by such global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or DTC as the beneficial holder of a particular nominal amount of Notes represented by such global Note must look solely to Euroclear, Clearstream, Luxembourg or DTC, as the case may be, for

his share of each payment so made by the Issuer to, or to the order of, the holder of such global Note. No person other than the holder of such global Note shall have any claim against the Issuer in respect of any payments due on that global Note.

In the case of Notes held by Euroclear Netherlands, payment of interest or principal or any other payments on or in respect of the Notes to the Noteholders will be effected through Participants of Euroclear Netherlands. The Issuer shall deposit or cause to be deposited the funds intended for payment on the Notes to an account of Euroclear Netherlands. The Issuer will by such deposit be discharged of its obligations towards the Noteholders. No person other than the holder of the global Note shall have any claim against the Issuer in respect of any payments due on that global Note. Euroclear Netherlands will be discharged of its obligation to pay by paying the relevant funds to the Euroclear Netherlands Participants which according to Euroclear Netherlands' record hold a share in the Girodepot with respect to such Notes, the relevant payment to be made in proportion with the share in such Girodepot held by each of such Euroclear Netherlands Participants. Euroclear Netherlands shall not be obliged to make any payment in excess of funds it actually received as funds free of charges of any kind whatsoever.

All amounts payable to DTC or its nominee as registered holder of a registered global Note in respect of Notes denominated in a Specified Currency other than U.S. Dollars shall be paid by transfer by the Registrar to an account in the relevant Specified Currency of the Transfer Agent on behalf of DTC or its nominee for payment in such Specified Currency or conversion into U.S. Dollars in accordance within the provisions of the Agency Agreement.

Notwithstanding the foregoing, U.S. dollar payments of principal and interest in respect of Bearer Notes will be made at the specified office of a Paying Agent in the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)) if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
- (ii) payment of the full amount of such interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

Payments of principal in respect of Registered Notes (whether in definitive or global form) will be made in the manner provided in paragraph (a) above against presentation and surrender (or, in the case of part payment of any sum due only, endorsement) of such Notes at the specified office of the Registrar or at the specified office of any Paying Agent. Payments of interest due on a Registered Note and payments of instalments (if any) of principal on a Registered Note, other than the final instalment, will be made to the person in whose name such Note is registered at the close of business on the fifteenth day (whether or not such fifteenth day is a business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) (the "Record Date")) prior to such due date. In the case of payments by cheque, cheques will be mailed to the holder (or the first named of joint holders) at such holder's registered address on the due date. If payment is required by credit or transfer as referred to in paragraph (a) above, application for such payment must be made by the holder to the Registrar not later than the relevant Record Date.

(c) Payment Day

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes (unless otherwise specified in the applicable Pricing Supplement), "Payment Day" means any day which (subject to Condition 8) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (A) the relevant place of presentation;
 - (B) London;

- (C) Amsterdam;
- (D) any Additional Financial Centre specified in the applicable Pricing Supplement;
- (ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, London, Amsterdam or any Additional Financial Centre and which if the Specified Currency is Australian dollars shall be Melbourne and if New Zealand dollars Wellington) or (2) in relation to any sum payable in euro, a day on which the TARGET System is open; and
- (iii) in the case of any payment in respect of a Restricted Global Note denominated in a Specified Currency other than U.S. Dollars and registered in the name of DTC or its nominee and, in respect of which an accountholder of DTC (with an interest in such Restricted Global Note) has elected to receive any part of such payment in U.S. Dollars, not a day on which banking institutions are authorised or required by law or regulation to be closed in New York City.

(d) Interpretation of Principal and Interest

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

- (i) any additional amounts which may be payable with respect to principal under Condition 7;
- (ii) the amount at which each Note will be redeemed on the Maturity Date of the Notes ("Final Redemption Amount");
- (iii) the redemption amount in respect of Notes payable on redemption for taxation reasons or following an Event of Default ("Early Redemption Amount");
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Instalment Notes, the Instalment Amounts;
- (vi) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 6(f)(iii));
- (vii) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7.

6. Redemption and Purchase

(a) At Maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note (including each Index Linked Redemption Note and Dual Currency Redemption Note) will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement in the relevant Specified Currency on the Maturity Date.

(b) Redemption for Tax Reasons

Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (in the case of Notes other than Floating Rate Notes and Index Linked Interest Notes) or on any Interest Payment Date (in the case of Floating Rate Notes and Index Linked Interest Notes), on giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 13 (which notice shall be irrevocable), if:

- (x) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of The Netherlands or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes; and
- (y) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Agent a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

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

(c) Redemption at the Option of the Issuer (Issuer Call)

If Issuer Call is specified in the applicable Pricing Supplement, the Issuer may, having given:

- (i) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 13; and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Agent,

(both of which notices shall be irrevocable) redeem all or some only of the Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s).

Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount or not more than the Higher Redemption Amount, in each case as specified in the applicable Pricing Supplement. In the case of a partial redemption of Notes, the Notes to be redeemed ("Redeemed Notes") will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg and/or, as the case may be, DTC, in the case of Redeemed Notes represented by a global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "Selection Date"). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 13 not less than 15 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Notes represented by definitive Notes shall bear the same proportion to the aggregate nominal amount of all Redeemed Notes as the aggregate nominal amount of definitive Notes outstanding bears to the aggregate nominal amount of the Notes outstanding, in each case on the Selection Date, provided that such first mentioned nominal amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate nominal amount of Redeemed Notes represented by a global Note shall be equal to the balance of the Redeemed Notes. No exchange of the relevant global Note will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this sub-paragraph (c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 13 at least 5 days prior to the Selection Date.

(d) Redemption at the Option of the Noteholders (Investor Put)

If Investor Put is specified in the applicable Pricing Supplement, upon the holder of any Note giving to the Issuer in accordance with Condition 13 not less than 15 nor more than 30 days' notice or such other period of notice as is specified in the applicable Pricing Supplement (which notice shall be irrevocable), the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Pricing Supplement, in whole (but not in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg or, if applicable, Euroclear Netherlands, deliver at the specified office of any Paying Agent, the Transfer Agent or, as the case may be, the Registrar at any time during normal business hours of such Paying Agent, Transfer Agent or Registrar falling within the notice period, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent, the Transfer Agent or Registrar (a "Put Notice") and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its

order or under its control. If this Note is represented by a Global Bearer Note or is in definitive form and held through Euroclear, Clearstream, Luxembourg or, if applicable, Euroclear Netherlands, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg or, if applicable, Euroclear Netherlands, (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary for them or, if applicable, Euroclear Netherlands to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg or, if applicable, Euroclear Netherlands from time to time and, at the same time, present or procure the presentation of the relevant Global Bearer Note to the Agent for notation accordingly.

Any Put Notice given by a holder of any Senior Note pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Senior Note forthwith due and payable pursuant to Condition 9.

(e) Redemption of Subordinated Notes

Subordinated Notes may only be redeemed early on receipt of the written approval of the Dutch Central Bank.

(f) Early Redemption Amounts

For the purpose of paragraph (b) above and Condition 9, each Note will be redeemed at the Early Redemption Amount calculated as follows:

- (i) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (ii) in the case of a Note (other than a Zero Coupon Note but including an Instalment Note and a Partly Paid Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in, or determined in the manner specified in, the applicable Pricing Supplement or, if no such amount or manner is so specified in the applicable Pricing Supplement, at its nominal amount; or
- (iii) in the case of a Zero Coupon Note, at an amount (the “Amortised Face Amount”) equal to the sum of:
 - (A) the Reference Price; and
 - (B) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date of the first Tranche of Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, it shall be made (I) in the case of a Zero Coupon Note other than a Zero Coupon Note payable in euro, on the basis of a 360-day year consisting of 12 months of 30 days each or (II) in the case of a Zero Coupon Note payable in euro, on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed falls in a leap year, the sum of (x) the number of those falling in a leap year divided by 366 and (y) the number of those days falling in a non-leap year divided by 365) or (in either case) on such other calculation basis as may be specified in the applicable Pricing Supplement.

(g) Instalments

Instalment Notes will be repaid in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to paragraph (f) above.

(h) Partly Paid Notes

If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the applicable Pricing Supplement.

(i) Purchases

The Issuer or any of its subsidiaries may at any time purchase Notes (provided that, in the case of definitive Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in

the open market or otherwise. Such Notes may be held, re-issued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.

(j) Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts and Coupons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to paragraph (i) above (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Agent and cannot be re-issued or resold.

(k) Late Payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (a), (b), (c) or (d) above or upon its becoming due and repayable as provided in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (f)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable has been received by the Agent and notice to that effect has been given to the Noteholder in accordance with Condition 13.

(l) Deferral of Principal of Tier 3 Notes

The principal of Tier 3 Notes will not be repayable on the due date thereof if and to the extent that at the time or as a result of such payment the Issuer's actual Own Funds (as defined in Condition 4(f)) would amount to less than 100 per cent. of the Issuer's required minimum amount of Own Funds under the solvency guidelines issued from time to time by the Dutch Central Bank. Any principal of Tier 3 Notes not paid on the date on which such principal would otherwise be payable will be paid by the Issuer if and to the extent that the Issuer will meet the solvency test referred to in the previous sentence. Any arrears of principal will also become fully payable on the date of the dissolution of the Issuer, the date on which the Issuer is declared bankrupt or the date on which a moratorium resulting from the application of emergency measures as referred to in Chapter X of the Act on the Supervision of the Credit System 1992 is declared in respect of the Issuer. Where any amount of principal is paid in part, each part payment shall be made *pro rata* to the Tier 3 Noteholders. Any arrears of principal shall continue to bear interest at the rate applicable to the relevant Tier 3 Notes.

7. Taxation

All payments of principal and interest in respect of the Notes, Receipts and Coupons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of The Netherlands or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (i) presented for payment by or on behalf of a Noteholder, Receiptholder or Couponholder who is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with The Netherlands other than the mere holding of such Note, Receipt or Coupon or the receipt of principal or interest in respect thereof; or
- (ii) presented for payment by or on behalf of a Noteholder, Receiptholder or Couponholder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority (the effect of which is not to require the disclosure of the identity of the relevant Noteholder, Receiptholder or Couponholder); or
- (iii) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day; or
- (iv) presented for payment in The Netherlands; or

- (v) where such withholding or deduction is required to be made pursuant to the European Directive on the taxation of savings (2003/48/EC) implementing the conclusions of the ECOFIN Council meeting of 3 June 2003 or any law implementing or complying with, or introduced in order to conform to, this Directive; or
- (vi) presented for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

As used herein, the “Relevant Date” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 13. If and to the extent that, in respect of any Tier 3 Notes, any amount is not payable or repayable pursuant to Condition 4(f) or 6(l), the Relevant Date shall be the date on which any such amount becomes first payable or repayable.

8. Prescription

The Notes, Receipts and Coupons will become void unless presented for payment within a period of five years after the date on which such payment first becomes due.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 5(b) or any Talon which would be void pursuant to Condition 5(b).

9. Events of Default relating to Senior Notes

If any one or more of the following events (each an “Event of Default”) shall have occurred and be continuing:

- (i) default is made for more than 30 days in the payment of interest or principal in respect of the Notes; or
- (ii) the Issuer fails to perform or observe any of its other obligations under the Notes and such failure has continued for the period of 60 days next following the service on the Issuer of notice requiring the same to be remedied; or
- (iii) the Issuer is declared bankrupt, or a declaration in respect of the Issuer is made under Chapter X of the Act on the Supervision of the Credit System (*Wet toezicht kredietwezen 1992*) of The Netherlands; or
- (iv) an order is made or an effective resolution is passed for the winding up or liquidation of the Issuer unless this is done in connection with a merger, consolidation or other form of combination with another company and such company assumes all obligations contracted by the Issuer in connection with the Notes,

then any Senior Noteholder may, by written notice to the Issuer at the specified office of the Agent, effective upon the date of receipt thereof by the Agent, declare the Note held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 6(f)), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

10. Transfer and Exchange of Registered Notes and replacement of Notes and Coupons

Registered Notes of each Tranche sold outside the United States in reliance on Regulation S under the United States Securities Act of 1933, as amended (the “Securities Act”) will be represented by a permanent global Note in registered form, without interest coupons (the “Reg. S Global Note”) and Registered Notes of each Tranche sold inside the United States to qualified institutional buyers (“QIBs”) (within the meaning of Rule 144A under the Securities Act (“Rule 144A”)) in reliance on Rule 144A or to other U.S. persons in transactions exempt from the registration requirements of the Securities Act will be represented by a permanent restricted global Note in registered form, without interest coupons (the “Restricted Global Note” and, together with the “Reg. S Global Note”, the “Registered Global Notes”). Registered Notes which are represented by a Registered Global Note will be exchangeable and transferable only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, Luxembourg, as the case may be (the “Applicable Procedures”).

Owners of beneficial interests in the Reg. S Global Note may transfer such interests, or may exchange such interests for either beneficial interests in the Restricted Global Note or Registered Notes in definitive form, and owners of beneficial interests in the Restricted Global Note may transfer such interests, or may exchange such interests for either beneficial interests in the Reg. S Global Note or Registered Notes in definitive form, in each case subject as provided below, to the provisions of the relative registered global Note and to the Applicable Procedures. In addition, Registered Notes in definitive form issued in exchange for beneficial interests in the Reg. S Global Note may be exchanged for beneficial interests in the Restricted Global Note, subject as provided below and to the Applicable Procedures. Registered Notes in definitive form may also be transferred as provided below.

In the case of Registered Notes in definitive form issued in exchange for interests in the Restricted Global Note, such Registered Notes in definitive form shall bear the legend set forth on the Restricted Global Note (the “Legend”). Upon the transfer, exchange or replacement of Registered Notes bearing the Legend, or upon specific request for removal of the Legend, the Issuer shall deliver only Registered Notes that bear such Legend or shall refuse to remove such Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

Interests in the Reg. S Global Note and the Restricted Global Note will be exchangeable for Registered Notes in definitive form if (i) Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, notifies the Issuer that it is unwilling or unable to continue as depository for such registered global Note or (ii) if applicable, DTC ceases to be a “Clearing Agency” registered under the Securities Exchange Act 1934 or either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces its intention permanently to cease business, and a successor depository or alternative clearing system satisfactory to the Issuer and the Agent is not available, or (iii) an Event of Default (as defined in Condition 9) has occurred and is continuing with respect to such Notes, or (iv) a written request for one or more Registered Notes in definitive form is made by a holder of a beneficial interest in a registered global Note; provided that in the case of (iv) such written notice or request, as the case may be, is submitted to the Registrar by the beneficial owner not later than 60 days prior to the requested date of such exchange and the Applicable Procedures are followed. Upon the occurrence of any of the events described in the preceding sentence, the Issuer will cause the appropriate Registered Notes in definitive form to be delivered.

If a holder of a beneficial interest in the Reg. S Global Note deposited with the custodian in the United States wishes at any time to exchange its interest in such Reg. S Global Note for an interest in the Restricted Global Note, or to transfer its interest in such Reg. S Global Note to a person who wishes to take delivery thereof in the form of a Registered Note in definitive form, such holder may, subject to the rules and procedures of the Registrar in the United States, exchange or cause the exchange, or transfer or cause the transfer of such interest for an equivalent beneficial interest in the Restricted Global Note upon compliance with the transfer requirements of the Registrar in the United States and certification to the effect that (i) the exchange or transfer of such interest has been made in compliance with the transfer restrictions applicable to the Registered Notes under U.S. law and pursuant to and in accordance with Regulation S, where applicable, or (ii) such exchange or transfer has been made to a person which the transferor reasonably believes to be a QIB and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A, in the case of the exchange of an interest in the Reg. S Global Note for an interest in the Restricted Global Note.

Transfers between participants in DTC will be effected in the ordinary way in accordance with the Applicable Procedures and will be settled in same-day funds. Transfers between participants in Euroclear and Clearstream, Luxembourg will be effected in the ordinary way in accordance with the Applicable Procedures.

Transfers by the owner of a beneficial interest in the Restricted Global Note to a transferee who takes delivery of such interest through the Reg. S Global Note will be made only upon receipt by the Registrar of a written certification from the transferor to the effect that such transfer is being made in accordance with Regulation S or, if available, that the interest in the Note being transferred is not a “restricted security” within the meaning of Rule 144 under the Securities Act. Investors holding a beneficial interest in a Restricted Global Note who propose any such transfer must notify the Registrar and, subject to compliance with the provisions of the Agency Agreement, the Registrar shall cause the transferor interest in the Restricted Global Note to be reduced in an amount equal to the aggregate nominal amount of Notes being transferred and shall take such other action as appropriate to register the transfer of the Notes to or for the account of the purchaser. The Issuer shall not permit any such transfers unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel that such transfer is in compliance with the Securities Act; provided however, that the restriction in this sentence shall not apply to any transfers of an

interest in a Note pursuant to Regulation S or of an interest in a Note which does not constitute a restricted security, within the meaning of Rule 144 under the Securities Act.

If the applicable Pricing Supplement so provides, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the nominal amounts set out in the applicable Pricing Supplement) by the holder or holders surrendering the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of the Registrar or any Transfer Agent (who will, as soon as practicable, forward such surrendered Registered Note to the Registrar and will give to the Registrar all relevant details to enable it to process the transfer), with the form of transfer thereon duly executed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Registrar duly executed by, the holder or holders thereof or its or their attorney or attorneys duly authorised in writing and upon the Registrar, after due and careful enquiry, being satisfied with the documents of title and the identity of the person making the request and subject to such reasonable regulations as the Issuer and the Registrar may prescribe, including any restrictions imposed by the Issuer on transfers of Registered Notes originally sold to a U.S. person. In addition, if the Registered Note in definitive form being exchanged or transferred contains a Legend, additional certificates, to the effect that such exchange or transfer is in compliance with the restrictions contained in such Legend, may be required. Subject as provided above, the Registrar will, within three business days of receipt by it (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver at its specified office to the transferee or (at the risk of the transferee) send by mail to such address as the transferee may request a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

Exchanges or transfers by a holder of a Registered Note in definitive form to a transferee who takes delivery of such Note through a registered global Note will be made no later than 60 days after the receipt by the Registrar of the Registered Note in definitive form to be so exchanged or transferred and only in accordance with the Applicable Procedures, and, if applicable, upon receipt by the Registrar of a written certification from the transferor.

In the event of a partial redemption of Notes under Condition 6(c) or (d) the Issuer shall not be required:

- (a) to register the transfer of Registered Notes (or parts of Registered Notes) during the period beginning on the sixty-fifth day before the date of the partial redemption and ending on the day on which notice is given specifying the serial numbers of Notes called (in whole or in part) for redemption (both inclusive); or
- (b) to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

The costs and expenses of effecting any exchange or registration of transfer pursuant to the foregoing provisions (except for the expenses of delivery by other than regular mail (if any) and, if the Issuer shall so require, for the payment of a sum sufficient to cover any tax or other governmental charge or insurance charges that may be imposed in relation thereto which will be borne by the Noteholder) will be borne by the Issuer.

If any Note (including a global Note) or Coupon is mutilated, defaced, stolen, destroyed or lost it may be replaced at the specified office of the Paying Agent in Luxembourg, in the case of Bearer Notes, Receipts or Coupons, or the Registrar in New York City, in the case of Registered Notes, on payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

11. Agent and Paying Agents, Transfer Agent and Registrar

The names of the initial Agent and the other initial Paying Agents, the initial Registrar and the initial Transfer Agent and their initial specified offices are set out below.

The Issuer is entitled to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

- (i) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent and a Transfer Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange;
- (ii) there will at all times be a Paying Agent with a specified office in a city in continental Europe;
- (iii) there will at all times be an Agent;
- (iv) there will at all times be a Paying Agent with a specified office situated outside The Netherlands;
- (v) if any European Directive on the taxation of savings implementing the conclusions of the ECOFIN Council meeting of 19 March 2003 as such conclusions may from time to time be amended or any law implementing or complying with, or introduced in order to conform to, is introduced, the Issuer will ensure that it maintains a Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to any such Directive or law;
- (vi) there will at all times be a Transfer Agent having a specified office in a place approved by the Agent;
- (vii) so long as any of the Registered Global Notes are held through DTC or its nominee, there will at all times be a Transfer Agent with a specified office in New York City; and
- (viii) there will at all times be a Registrar with a specified office in New York City and in such place as may be required by the rules and regulations of the relevant stock exchange.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the final paragraph of Condition 5(b). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 13.

12. Exchange of Talons

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

13. Notices

All notices regarding the Notes shall be published (i) in at least one daily newspaper of wide circulation in The Netherlands, (ii) in a leading English language daily newspaper of general circulation in London, (iii) if and for so long as the notes are listed on the Luxembourg Stock Exchange, a daily newspaper of general circulation in Luxembourg, and (iv) in respect of any Notes listed on Eurolist by Euronext Amsterdam ("Euronext Amsterdam") and for so long as the rules of such exchange so require, in the Daily Official List of Euronext Amsterdam (*Officiële Prijscourant*). It is expected that such publication will be made in *Het Financieele Dagblad* in The Netherlands, the *Financial Times* in London and *d'Wort* in Luxembourg. Any such notice will be deemed to have been given on the date of the first publication in all the newspapers in which such publication is required to be made.

All notices to holders of Registered Notes will be valid if mailed to their registered addresses appearing on the register and published, for so long as the Notes are listed on the Luxembourg Stock Exchange, in *d'Wort* in Luxembourg. Any such notice shall be deemed to have been given on the fourth day after the day on which it is mailed.

Until such time as any definitive Notes are issued, there may, so long as the global Note(s) is or are held in its or their entirety on behalf of Euroclear and Clearstream, Luxembourg or DTC, be substituted for such publication in such newspaper the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg or DTC for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange and the rules of that stock exchange so require (or any other relevant authority), such notice will be published in a daily newspaper of general circulation in the place or places required by the rules of that stock exchange. Notice shall be deemed to have been given to the holders of the Notes on the first day after the day on which the said notice was given to Euroclear and Clearstream, Luxembourg or DTC.

Notices to be given by any holder of the Notes shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a global Note, such notice may be given by any holder of a Note to the Agent and/or Registrar via Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, in such manner as the Agent and/or Registrar and Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, may approve for this purpose.

14. Meetings of Noteholders, Modification and Waiver

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or certain provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or Noteholders holding not less than five per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, Receipts or Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, Receipts or Coupons), the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than 75 per cent., or at any adjourned such meeting not less than a clear majority, in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Agent and the Issuer may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

- (i) any modification (except as mentioned above) of the Agency Agreement which is not materially prejudicial to the interests of the Noteholders; or
- (ii) any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter.

15. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders, Receiptholders or Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

16. Substitution of the Issuer

- (a) The Issuer may, without any further consent of the Noteholders or Couponholders being required, when no payment of principal or interest on any of the Notes is in default, be replaced and substituted by any directly or indirectly wholly owned subsidiary of the Issuer (the "Substituted Debtor") for the Issuer as principal debtor in respect of the Notes and the relative Receipts and Coupons provided that:
 - (i) such documents shall be executed by the Substituted Debtor and the Issuer as may be necessary to give full effect to the substitution (together the "Documents") and (without limiting the generality of the foregoing) pursuant to which the Substituted Debtor shall undertake in favour of each Noteholder and Couponholder to be bound by the Terms and Conditions of the Notes and the provisions of the Agency Agreement as fully as if the Substituted Debtor had been named in the Notes, and the relative Receipts and Coupons, the Agency Agreement as the principal debtor in respect of the Notes and the relative Receipts and Coupons in place of the Issuer and pursuant to which the Issuer shall guarantee, which guarantee shall be unconditional and irrevocable, (the "Guarantee") in favour of each Noteholder and each holder of the relative

Receipts and Coupons the payment of all sums (including any additional amounts payable pursuant to Condition 7) payable in respect of the Notes and the relative Receipts and Coupons;

- (ii) where the Substituted Debtor is incorporated, domiciled or resident for taxation purposes in a territory other than The Netherlands, the Documents shall contain a covenant and/or such other provisions as may be necessary to ensure that each Noteholder has the benefit of a covenant in terms corresponding to the provisions of Condition 7 with the substitution for the references to The Netherlands of references to the territory in which the Substituted Debtor is incorporated, domiciled and/or resident for taxation purposes. The Documents shall also contain a covenant by the Substituted Debtor and the Issuer to indemnify and hold harmless each Noteholder and Couponholder against all liabilities, costs, charges and expenses, provided that insofar as the liabilities, costs, charges and expenses are taxes or duties, the same arise by reason of a law or regulation having legal effect or being in reasonable contemplation thereof on the date such substitution becomes effective which may be incurred by or levied against such holder as a result of any substitution pursuant to this Condition and which would not have been so incurred or levied had such substitution not been made (and, without limiting the foregoing, such liabilities, costs, charges and expenses shall include any and all taxes or duties which are imposed on any such Noteholder or Couponholder by any political sub-division or taxing authority of any country in which such Noteholder or Couponholder resides or is subject to any such tax or duty and which would not have been so imposed had such substitution not been made);
 - (iii) the Documents shall contain a warranty and representation by the Substituted Debtor and the Issuer (a) that each of the Substituted Debtor and the Issuer has obtained all necessary governmental and regulatory approvals and consents for such substitution and the performance of its obligations under the Documents, and that all such approvals and consents are in full force and effect and (b) that the obligations assumed by each of the Substituted Debtor and the Issuer under the Documents are all valid and binding in accordance with their respective terms and enforceable by each Noteholder;
 - (iv) each stock exchange which has Notes listed thereon shall have confirmed that following the proposed substitution of the Substituted Debtor such Notes would continue to be listed on such stock exchange;
 - (v) the Substituted Debtor shall have delivered to the Agent or procured the delivery to the Agent of a legal opinion from a leading firm of local lawyers acting for the Substituted Debtor to the effect that the Documents constitute legal, valid and binding obligations of the Substituted Debtor, such opinion to be dated not more than 3 days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Noteholders and Couponholders at the specified office of the Agent;
 - (vi) the Issuer shall have delivered to the Agent or procured the delivery to the Agent of a legal opinion from the internal legal adviser to the Issuer to the effect that the Documents (including the Guarantee) constitute legal, valid and binding obligations of the Issuer, such opinion to be dated not more than 3 days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Noteholders and Couponholders at the specified office of the Agent;
 - (vii) the Issuer shall have delivered to the Agent or procured the delivery to the Agent of a legal opinion from a leading firm of Dutch lawyers to the effect that the Documents (including the Guarantee) constitute legal, valid and binding obligations of the Substituted Debtor and the Issuer under Dutch law, such opinion to be dated not more than 3 days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Noteholders and Couponholders at the specified office of the Agent; and
 - (viii) the Substituted Debtor shall have appointed a process agent as its agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Notes, the relative Receipts or Coupons or the Documents.
- (b) In connection with any substitution effected pursuant to this Condition, neither the Issuer nor the Substituted Debtor need have any regard to the consequences of any such substitution for individual Noteholders or Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and no Noteholder or Couponholder, except as provided in Condition 16(a)(ii), shall be entitled to claim from the Issuer

or any Substituted Debtor under the Notes and the relative Receipts and Coupons any indemnification or payment in respect of any tax or other consequences arising from such substitution.

- (c) In respect of any substitution pursuant to this Condition in respect of the Subordinated Notes of any Series, the deed poll referred to in Condition 16(a) above shall provide for such further amendment of the Terms and Conditions of the Subordinated Notes as shall be necessary or desirable to ensure that the Subordinated Notes of such Series constitute *unsubordinated* obligations of the Substituted Debtor and shall further provide that the Substituted Debtor will only be obliged to make payments of principal in respect of the Subordinated Notes of such Series to the extent that the Issuer would have been so obliged under Condition 3 of the Terms and Conditions had it remained as principal obligor under the Subordinated Notes.
- (d) With respect to Subordinated Notes, the Issuer shall be entitled, by notice to the Noteholders given in accordance with Condition 13, at any time to waive all and any rights to effect a substitution of the principal debtor pursuant to this Condition. Any such notice shall be irrevocable.
- (e) Upon the execution of the Documents as referred to in paragraph (a) above, and subject to the notification as referred to in paragraph (g) below having been given, the Substituted Debtor shall be deemed to be named in the Notes and the relative Receipts and Coupons as the principal debtor in place of the Issuer and the Notes and the relative Receipts and Coupons shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents shall operate to release the Issuer as issuer from all of its obligations as principal debtor in respect of the Notes and the relative Receipts and Coupons save that any claims under the Notes and the relative Receipts and Coupons prior to release shall enure for the benefit of Noteholders and Couponholders.
- (f) The Documents shall be deposited with and held by the Agent for so long as any Notes or Coupons remain outstanding and for so long as any claim made against the Substituted Debtor by any Noteholder or Couponholder in relation to the Notes or the relative Receipts and Coupons or the Deed of Covenant or the Documents shall not have been finally adjudicated, settled or discharged. The Substituted Debtor and the Issuer shall acknowledge in the Documents the right of every Noteholder and Couponholder to the production of the Documents for the enforcement of any of the Notes or the relative Receipts and Coupons or the Documents.
- (g) Not later than 15 business days after the execution of the Documents, the Substituted Debtor shall give notice thereof to the Noteholders in accordance with Condition 13.

17. Provisions applicable for Notes to be listed on Euronext Amsterdam

If and as long as Notes are listed on Euronext Amsterdam, the Issuer will comply with the provisions set forth in Article 2.1.20, Sections a-g of Schedule B of the Listing and Issuing Rules (*Fondsenreglement*) of Euronext Amsterdam.

18. Governing Law and Submission to Jurisdiction

The Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, the laws of The Netherlands.

The Issuer submits for the exclusive benefit of the Noteholders, the Receiptholders and the Couponholders, to the jurisdiction of the courts of Amsterdam, The Netherlands judging in first instance, and its appellate courts. Without prejudice to the foregoing, the Issuer further irrevocably agrees that any suit, action or proceedings arising out of or in connection with the Agency Agreement, the Notes, the Receipts and the Coupons may be brought in any other court of competent jurisdiction.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes.

ING BANK N.V.

Profile

ING Bank N.V. is part of ING Groep N.V., also called ING Group. ING Group is the holding company of a broad spectrum of companies (together called ING), providing a wide array of banking, insurance and asset management services in over 50 countries. Around 113,000 employees serve a broad customer base: individuals, families, small businesses, large corporations, institutions and governments. Based on market capitalisation, ING is one of the 20 largest financial institutions worldwide and in the top-10 in Europe. ING Group holds all shares of ING Bank N.V., which is a non-listed 100% subsidiary of ING Group.

ING Bank N.V. is represented in more than 50 countries around the world through a large network of subsidiaries, offices and agencies. It offers its commercial and retail customers a full range of banking and financial services, including lending, stockbroking, insurance broking, fund management, leasing, factoring, investment banking and the provision of funds for venture capital purposes.

ING Bank N.V. is with more than 60,000 people active through several business units, among others ING Bank, Postbank, and Regio Bank in the Netherlands and mainly ING Direct, ING Belgium (formerly known as BBL), ING Bank Śląski (participation of 75%) and ING Real Estate outside the Netherlands.

Incorporation and history

ING Bank N.V. was incorporated under Dutch law in the Netherlands on 12 November 1927 for an indefinite duration in the form of a public limited company as Nederlandsche Middenstandsbank nv, also known as NMB Bank.

On 4 October 1989, NMB Bank merged with Postbank, the leading Dutch retail bank. The legal name of NMB Bank was changed into NMB Postbank Groep N.V. On 4 March 1991 NMB Postbank Groep N.V. merged with Nationale-Nederlanden N.V., the largest Dutch insurance group. On that date the newly formed holding company Internationale Nederlanden Groep N.V. honoured its offer to exchange the shares of NMB Postbank Groep N.V. and of Nationale-Nederlanden N.V. NMB Postbank Groep N.V. and Nationale-Nederlanden N.V. continued as sub-holding companies of Internationale Nederlanden Groep N.V. An operational management structure ensures a close co-operation between the banking and insurance activities, strategically as well as commercially. The sub-holding companies remained legally separate. After interim changes of names the statutory names of the above mentioned companies have been changed into ING Groep N.V., ING Bank N.V. and ING Verzekeringen N.V. on 1 December 1995.

ING Bank N.V. is registered at the Chamber of Commerce of Amsterdam under no. 33031431. The articles of association were last amended by notarial deed executed on 11 April 2005. According to its articles of association, the object of the company is to participate in, manage, finance, furnish personal or real security for the obligations of and provide services to other enterprises and institutions of any kind, to conduct banking business in the widest sense, including insurance brokerage, to acquire, build and operate real estate, and to engage in any activity which may be related or conducive to the foregoing.

Supervisory Board and Executive Board

ING Bank has a two-tier board system, consisting of a Supervisory Board and an Executive Board. The Supervisory Board consists of independent non-executives. Its task is to supervise the policy of the Executive Board and the general course of events in the company and to assist the Executive Board by providing advice. The Executive Board is responsible for the daily management of the company. The composition of the Supervisory Board and the Executive Board is currently as follows:

- Supervisory Board: Alexander Rinnooy Kan (Chairman), Anneke van Doorne-Huiskes, Kees Izeboud, Eli Leenaars, Hanja Maij-Weggen, Rudy van der Meer;
- Executive Board: Jan Zegering Hadders (Chairman), Dick Boot (CFO), Wilbert Buiter, Henk Kruidenier, Hans van der Noordaa, Ludo Wijngaarden.

The business address of all members of the Supervisory Board and Executive Board is: ING Bank N.V., Amstelveenseweg 500 (ING House), P.O. Box 810, 1000 AV Amsterdam, The Netherlands.

FIVE YEARS KEY FIGURES ING BANK

(amounts in millions of euros)

Balance sheet (as at 31 December)	2004	2003	2002	2001	2000
Group equity	14,992	15,890	15,836	16,546	16,104
Group capital base	34,888	31,687	30,244	28,819	26,393
Deposits and funds borrowed ⁽¹⁾	551,558	482,280	418,875	386,087	349,349
Loans and advances	321,258	293,987	284,638	255,892	247,440
Total assets	616,474	541,594	477,111	443,356	406,393
BIS ratio	11.47%	11.34%	10.98%	10.57%	10.75%
Tier-1 ratio	7.71%	7.59%	7.31%	7.03%	7.22%
Results					
Total income	12,512	11,508	11,036	10,989	11,958
Operating expenses	8,755	8,272	8,376	8,282	8,860
Additions to the provision for loan losses	465	1,125	1,435	750	400
Value adjustments to financial fixed assets	-6	- 48	136		
Additions to the Fund for general banking risks	140	140	140	140	140
Profit before taxation	3,185	2,019	949	1,817	2,558
Taxation	897	520	272	426	732
Profit after taxation	2,261	1,499	677	1,391	1,826
Net profit for the period	2,239	1,440	638	1,363	1,781

⁽¹⁾ Including Banks, Funds entrusted and Debt securities

MAIN DEVELOPMENTS IN 2004

Business lines

A new business line structure was introduced in 2004. In the new structure a clear distinction is made between the insurance and banking business. The business lines for banking are Wholesale Banking, Retail Banking and ING Direct.

Wholesale Banking

Wholesale Banking repositioned itself in 2004 to become a more client-focused organisation. Together with the sale of non-core activities, this creates the foundations for a value-adding business line with predictable returns within ING Group. Operating profit before tax rose by 52% and the credit profile of the Wholesale Banking portfolio improved materially.

Retail Banking

Retail Banking reported solid income growth and slightly lower risk costs. The results were bolstered by higher profit in the Netherlands and Poland. By focusing on customer satisfaction, profitable growth and strict cost control, we are aiming for further selective growth in the Netherlands and Belgium and for expanding our market share in emerging markets.

ING Direct

ING Direct, with 11.5 million customers worldwide, continued on its rapid growth trajectory, registering big rises in customers acquired, funds entrusted and mortgages advanced. All business units of ING Direct rank first

in their direct banking markets in terms of total retail funds entrusted. Brand awareness and customer satisfaction reached new heights. Yet it managed to ensure that its cost base remained one of the lowest in the market.

RESULTS

Net profit and result before taxation

The net profit of ING Bank N.V. improved strongly by 55.5% from EUR 1,440 million in 2003 to EUR 2,239 million in 2004. The profit before taxation rose by EUR 1,139 million, or 56.4%, to EUR 3,158 million, driven by an 8.7% increase in income and a sharp reduction in risk costs. One-off items, including results on divestments and restructuring charges, on balance had a negative impact on profit before taxation of EUR 308 million against a negative impact of EUR 82 million in 2003. Excluding one-off items, profit before taxation increased 65.0% to EUR 3,466 million from EUR 2,101 million in 2003. The transfer of activities between ING Verzekeringen N.V. and ING Bank N.V. had a positive impact on profit before taxation of EUR 73 million.

Total income rose 8.7% to EUR 12,512 million. Interest income continued to be the most important and stable contributor to income at the bank. The interest result increased 9.2% to EUR 8,681 million, driven by a higher average balance sheet total, mainly due to the continued strong growth of ING Direct. In 2004, total income was negatively affected by the losses on the sale of the Asian cash equities business (EUR 42 million) and the partial sale of ING BHF-Bank (EUR 210 million), partly offset by the gain on the sale of CenE Bankiers (EUR 87 million).

Total operating expenses increased 5.8% to EUR 8,755 million. Restructuring provisions had a negative impact of EUR 101 million. Including EUR 42 million in one-off costs related to the sale of the Asian cash equities business in the first quarter 2004, total one-off expenses in 2004 amounted to EUR 143 million against EUR 82 million in 2003. The additions to the provision for loan losses decreased sharply by 58.7% to EUR 465 million.

Wholesale Banking posted an increase in profit before tax of EUR 660 million, or 51.9%, to EUR 1,932 million. The increase was fully driven by a sharp decline in risk costs. The additions to the provision of loan losses declined to EUR 192 million from EUR 868 million in 2003, mainly due to improvements in the Netherlands, Belgium, Germany and the Americas. The addition was equal to 12 basis points of average credit-risk-weighted assets, compared with 56 basis points in 2003. Profit was impacted by a number of one-off items, including losses on the sale of ING BHF-Bank activities and the Asian cash equities business, a gain on the sale of CenE Bankiers in the Netherlands, as well as restructuring costs and the transfer of businesses between insurance and banking. Excluding those items, operating profit before tax increased 57.0% to EUR 2,240 million. Currency effects had a negative impact of EUR 25 million.

Profit before tax from Retail Banking rose 10.6% to EUR 1,170 million, driven by solid income growth and slightly lower risk costs. Results were bolstered by higher profit in the Netherlands, driven by increased mortgage lending and savings, and in Poland, which benefited from lower risk costs. Profit from Belgium declined, due to non-recurring expenses and risk costs which resulted in a loss in the fourth quarter of 2004, despite a 12.1% increase in operating income for full-year 2004. Profit before tax from ING Direct increased to EUR 432 million in 2004 compared with EUR 151 million in 2003 as it continued to attract new customers and gain critical mass in the markets where it operates. Since year-end 2003, the number of customers increased by nearly 3 million, or 34.6%, reaching 11.5 million at the end of December. In 2004, total funds entrusted grew by EUR 46.0 billion, or 46.3%, to EUR 145.4 billion. At year-end 2004, ING Direct had a total mortgage portfolio of EUR 33.1 billion, an increase of EUR 12.1 billion from the end of 2003. Of the eight countries in which ING Direct is active, it is profitable in seven.

Profit before tax of Other improved by EUR 86 million to a loss of EUR 376 million. Included in Other are the differences between the accounting principles of ING Groep N.V. and ING Bank N.V., and capital gains realised on the sale of activities to ING Verzekeringen N.V. The main differences in accounting principles are: depreciation on real estate in own use, value adjustments to financial fixed assets and the addition to the fund for general banking risks. Furthermore, the line Other consists mainly of interest expenses and other results that are not allocated to the three business lines.

Interest

The interest result increased substantially by EUR 730 million, or 9.2%, to EUR 8,681 million, driven by a higher average balance sheet total, mainly caused by the continued strong growth of ING Direct. The total interest margin narrowed 9 basis points to 1.5% compared with full year 2003. That was mainly caused by lower interest results on the asset and liability matching book in the Netherlands as well as the increased share of the

balance sheet total from outside the Netherlands, mainly triggered by ING Direct, which has an interest margin of about 1%.

Lending (loans and advances) increased by EUR 27.3 billion, or 9.3%, from the end of 2003 to EUR 321.3 billion at year-end 2004. Corporate lending rose by EUR 4.4 billion, while personal lending increased by EUR 22.5 billion. The growth in personal lending was almost entirely due to a EUR 22.0 billion increase in residential mortgages, of which EUR 11.8 billion was from ING Direct. The sale of CenE Bankiers (as of 30 September 2004) and parts of ING BHF-Bank (as of 31 December 2004) had a negative impact of approximately EUR 8 billion on the growth of total bank lending. Funds entrusted increased by EUR 60.2 billion, or 19.6%, to EUR 368.0 billion, to a large extent caused by the continued strong growth of ING Direct.

Income from securities and participating interests

Income from securities and participating interests decreased by EUR 9 million to EUR 129 million. In 2004, total income from securities and participating interests included a loss before tax of EUR 165 million related to the sale of the Asian cash equities business, the sale of CenE Bankiers and the partial sale of ING BHF-Bank. This was partly offset by EUR 88 million capital gains realised on the sale of activities to ING Verzekeringen N.V., which were eliminated on ING Group level.

Commission income

Total commission increased 4.7% to EUR 2,581 million, mainly driven by higher securities-related commissions. Management fees increased by EUR 172 million, or 29.0%, of which EUR 97 million is the net effect from the transfer of activities between insurance and banking. Commissions from the securities business were EUR 665 million, unchanged from 2003, despite the sale of the Asian cash equities business in the first quarter of 2004, which had a negative impact on revenue of about EUR 60 million. Commission from insurance broking rose 18.3% to EUR 136 million, mainly in the Netherlands. Commissions on Funds Transfer, Brokerage and Advisory Fees, and Other items were down 2.0%, 4.8% and 16.0% respectively.

Commission (amounts in millions of euros)	2004	2003
Funds transfer	575	587
Securities business	665	665
Insurance broking	136	115
Management fees	766	594
Brokerage and advisory fees	139	146
Other	300	357
Total	<u>2,581</u>	<u>2,464</u>

Results from financial transactions

On balance, results from financial transactions increased by EUR 34 million (+6.0%) to EUR 596 million, despite a loss of EUR 48 million taken by Postbank in the first quarter of 2004 to compensate customers for a disappointing return on investments related to the unit-linked mortgage 'MeerWaardeHypotheek'. Excluding this loss, results from financial transactions increased EUR 82 million, mainly attributable to the international Wholesale Banking units and ING Belgium.

There are strong fluctuations between the separate lines of results from financial transactions, which are to a large extent interrelated. The strong increase of the results from currency trading was more than offset by lower other results from financial transactions, especially related results from derivatives trading. Also included in other results from financial transactions is the loss taken by the Postbank on the unit-linked mortgage product.

Results from financial transactions (amounts in millions of euros)	2004	2003
Result from securities trading portfolio	365	226
Result from currency trading portfolio	566	46
Other	-335	290
Total	596	562

Other revenue

Compared to 2003, Other revenue rose by EUR 132 million, or 33.6%, to EUR 525 million, mainly due to higher leasing income and higher results from real estate, including rental income and profit from sales.

Operating expenses

Total operating expenses increased 5.8% to EUR 8,755 million, in large part due to continued investments to support the growth of ING Direct. Restructuring provisions had a negative impact of EUR 101 million, including EUR 60 million in the third quarter for ING BHF-Bank and EUR 41 million for the international Wholesale Banking network in the fourth quarter.

Including EUR 42 million in one-off costs related to the sale of the Asian cash equities business in the first quarter, total one-off expenses in 2004 amounted to EUR 143 million against EUR 82 million previous year, when provisions were taken to pay for restructuring at Wholesale Banking. Excluding those one-off items, currency effects, and the impact of transfers of activities between insurance and banking, operating expenses increased 5.6% of which 3.5%-points was due to ING Direct.

As the increase in income outpaced the expense growth, the cost/income ratio (total operating expenses as a percentage of total income) improved to 70.0% in 2004, from 71.9% in 2003. Excluding one-off items, the cost/income ratio improved to 67.9% from 71.2%.

Additions to the provision for loan losses

In 2004, ING Bank added EUR 465 million to the provision for loan losses, compared with EUR 1,125 million in 2003. The addition equalled 18 basis points of average credit-risk-weighted assets in 2004, compared with 46 basis points in 2003. The lower addition was possible due to a further improvement of the credit portfolio, the release of some debtor provisions and the absence of large defaults. Risk costs remained well below the long-term average of about 30-35 basis points.

OUTLOOK FOR 2005

In 2005, we will focus on execution to increase value creation for our shareholders.

Wholesale Banking

In 2005, Wholesale Banking will start implementing a single global brand. This will consolidate the work carried out last year to restructure the organisation and underpin our efforts to build a united approach to our clients.

Wholesale Banking's overall priorities for 2005 are cross-selling, controlling costs and focused execution. Cross-selling will improve service for core clients and help sustain income growth; the intermediation activities of the Financial Markets division are expected to help these efforts. Cost-control is a prerequisite for profitability, especially in the area of risk costs and operational efficiency. Finally, focused execution in all of our activities is the only way to remain a strong and stable business with good value-creating opportunities.

Retail Banking

In 2005, Retail Banking aims to create value by maintaining selective growth in mature markets and developing its capacity for more growth in emerging markets. The focus will remain on customer satisfaction, profitable growth and cost leadership.

In the Netherlands, there is scope for Postbank to increase sales of mortgages and mutual funds, while ING Bank aims to increase customer satisfaction and branch productivity. In Belgium, the objective is to sell more savings, insurance and investment products. In Poland, ING Bank Slaski has ambitious growth plans, especially for deposits, savings and mutual funds. In India and Romania, we are aiming for volume growth.

ING Direct

In 2005, ING Direct will concentrate on organic growth in savings and mortgages, including a gradual roll-out across new regions in the United States. Our approach has given us a substantial retail presence in mature markets at low cost: all business units rank first in terms of total retail funds entrusted in each direct banking market, a position achieved in a relatively short period of time. We aim to build on that leading position in the coming years.

STAFF**Number of staff decreases**

The total average number of staff (full-time equivalents) decreased by 613, or 1.0%, to 63,569 in 2004. In Wholesale Banking, the average number of staff decreased by 1,045 to 23,965, mainly due to the sale of the Asian cash equities business and CenE Bankiers, while staff numbers in Retail Banking decreased by 875 to 34,326. The average number of full-time employees at ING Direct increased by 1,307 to 5,278 in 2004, mainly due to expansion in Germany, the U.S. and the U.K.

RISK ADJUSTED RETURN ON CAPITAL (RAROC)

ING Bank applies the Risk Adjusted Return on Capital framework (RAROC). This method consistently measures the performance of different activities and is linked to shareholder-value creation. RAROC is calculated as the risk-adjusted return divided by economic capital. The risk-adjusted return is based on similar valuation principles as applied in the financial accounts, with two important exceptions. The actual credit-risk provisioning is replaced by expected losses reflecting statistically calculated average credit losses over the entire economic cycle. In addition, the profit and loss account is adjusted for effects that relate to replacing actual book capital by economic capital. Economic capital is defined as the amount of capital required to bear the economic risks created by the activities employed and at the company's desired level of comfort. The economic capital is based on detailed calculations for credit, transfer, market, operational and business risk and includes the diversification benefit within the bank.

In 2004, the RAROC and economic capital have been calculated for ING Bank in total.

The total pre-tax RAROC for 2004 was 19.7%, a significant improvement compared to 2003 (17.0%). The post-tax RAROC was 14.8% and well above the target of 12% and the 12.7% realised in 2003. This improvement is caused by higher economic return contributed by all the three lines of business. Economic capital increased by 3% to EUR 14.9 billion, mainly due to the strong growth of ING Direct and the inclusion of ING Vysya Bank. Credit and transfer risk capital declined mainly because of methodology refinement and improved data quality. Market risk capital increased partly due to growth at ING Direct.

The post-tax RAROC of wholesale banking improved to 12.2%, compared to 10.3% last year and performed just above the target. The post-tax RAROC of retail banking was 29.1% and almost equalled the high level of 2003 (29.3%). ING Direct improved further to a post-tax RAROC of 11.3% compared to 6.1% last year, mainly due to higher economic returns.

RISK MANAGEMENT

Balancing risk, return and capital

Risk management is one of the crucial processes within ING Bank. The Executive Board manages the overall risk profile of ING Bank, aiming for a good balance between risk, return and capital. The CFO bears primary responsibility for ING Bank's risk management, supported by separate departments for credit risk and market risk management.

Credit risk

The credit exposure of ING Bank is mainly related to traditional lending to individuals and businesses. Loans to individuals are mainly mortgage loans secured by residential property. Loans to businesses are often collateralised but can be granted on an unsecured basis if supported by internal analysis of the borrowers' creditworthiness. Credit exposure arises also from our trading activities for instance in derivatives, repurchase transactions and securities lending/borrowing.

Debtor provisioning

The credit portfolio is under constant review. A formal analysis takes place on a quarterly basis to determine the provisions for possible bad debts, using a bottom-up approach. ING Bank is of the opinion that its loan loss provisions as of 31 December 2004 are adequate to absorb losses from ING Bank's credit-risk-taking activities. The table on the next page shows the division of the portfolio into risk classes. Risk classes are defined based upon the quality of the exposures in terms of creditworthiness, varying from investment grade to problem grade expressed in Moody's and S&P equivalents.

The table on the next page shows the regional specification of the additions to the provision for loan losses.

Country risk

In countries where ING is active, the risk profile is regularly evaluated, resulting in a country rating. Based on this rating and ING's risk appetite, country-risk limits are defined. Country-risk limits are assigned for transfer risk, generally only in emerging markets. The emerging-markets transfer risk as a percentage of total retail and wholesale activities decreased from 4.6% in 2003 to 4.0% in 2004. Exposure is closely monitored for economic country risks, although no formal limits are established. The table on the next page shows the largest economic country risks.

Risk classes: ING Bank portfolio, as % of total outstandings ⁽¹⁾

	2004	2003
AAA (1)	11.8%	9.1%
AA (2-4)	21.9%	23.2%
A (4-7)	10.9%	14.1%
BBB (8-10)	22.5%	10.6%
BB (11-13)	29.1%	39.4%
B (14-17)	2.3%	1.9%
Watch / Problem Grade (18-22)	1.5%	1.7%
Total	<u>100.0%</u>	<u>100.0%</u>

⁽¹⁾ Based on retail and wholesale lending, financial markets activities and investments activities.

The growth in AAA (1) outstandings is largely attributable to the conservative investment policy and growth in assets at ING Direct.

There has also been a significant shift from BB (11-13) to BBB (8-10) ratings resulting from the introduction of improved rating models and a more complete coverage of the portfolio with these models, removing conservative default ratings.

Additions to the provision for loan losses ING Bank (based on country of the borrower)
(amounts in millions of euros)

	2004	2003
Netherlands	197	352
Belgium	56	114
Rest of Western Europe	126	410
Central and Eastern Europe	70	94
North America	55	194
Latin America	-23	-18
Asia	-15	-31
Other	-1	10
Total	<u>465</u>	<u>1,125</u>

Largest economic exposures by country ⁽¹⁾
(amounts in billions of euros)

	2004	2003
Netherlands	178.4	183.5
Germany	60.5	49.4
United States	58.2	50.4
Belgium	43.3	41.1
United Kingdom	41.3	47.1
Spain	33.9	19.2
France	25.2	24.6
Italy	16.5	11.8
Australia	15.6	11.0
Canada	11.5	12.3

⁽¹⁾ Only covers exposures in excess of EUR 10 billion, including intercompany exposures with ING Insurance

Market risk

Trading Risk

Wholesale Banking focuses on an internationally diversified and mainly client related trading portfolio and the avoidance of large risk concentrations. ING applies Value-at-Risk (VaR) to measure the trading risk.

VaR for market risk quantifies, with a one-sided confidence level of 99%, the maximum overnight loss that could occur due to changes in risk factors (e.g. interest rates, foreign-exchange rates, equity prices) if positions remain unchanged for a time interval of one day. In addition ING performs stress testing for monitoring market risk under extreme market movements.

Consolidated Trading Value-at-risk ING Bank (amounts in millions of euros and stated on an ING GAAP basis)	2004	2003
Foreign exchange	3.4	4.8
Equities	9.2	11.2
Interest	11.7	11.1
High yield/Emerging markets	7.5	6.4
Diversification	-6.3	-10.6
Total VAR	<u>25.5</u>	<u>22.9</u>

Non-Trading Risk

Next to market risk resulting from trading activities, ING Bank has a structural interest rate risk mismatch in its non-trading books.

ING Bank applies Earnings-at-Risk (EaR) to measure the interest rate risk. EaR measures the loss of net accrual interest income over a time period of one year, resulting from an instantaneous increase in market interest rates by 2%, in line with Basel II requirements.

Earnings-at-risk by business line ⁽¹⁾ (amounts in millions of euros and stated on an ING GAAP basis)	2004	2003
Wholesale Banking	-292	-449
Retail Banking	-155	-123
ING Direct	-367	-226
ING Bank Total	<u>-814</u>	<u>-798</u>

⁽¹⁾ Amounts represent changes in expected earnings

Liquidity risk

Liquidity risk is the risk that ING Bank cannot meet its financial liabilities when they come due at reasonable costs and in a timely manner. Liquidity risk is managed at a consolidated and local level through a combination of investment mandates, product features, close monitoring of the day-to-day funding needs and maintenance of an adequate mix of funding sources and liquid assets.

Operational risk

ING's policy is to manage operational risks through clear governance, an embedded operational risk management function, and the implementation of comprehensive operational risk identification, measurement, monitoring and mitigation processes. All business managers are responsible for establishing specific internal policies, procedures and controls and for continuously monitoring and controlling of the operational risks.

SOLVENCY

The Tier-1 ratio of ING Bank N.V. stood at 7.71% on 31 December 2004, an improvement of 12 basis points compared to year-end 2003 (7.59%). The solvency ratio (BIS ratio) improved to 11.47% from 11.34% at the end of 2003.

Compared with year-end 2003, total risk-weighted assets increased by EUR 22.8 billion, or 9.1%, to EUR 274.1 billion, almost fully caused by the growth of ING Direct. An increase at Retail Banking was largely offset by a decrease at Wholesale Banking, due to the sale of CenE Bankiers and of activities of ING BHF-Bank.

TRANSITION TO IFRS

As of 2005, the European Union requires all listed companies in its member states to prepare consolidated financial statements under International Financial Reporting Standards ('IFRS'). ING Bank will adopt IFRS as of 1 January 2005.

IFRS differs significantly from the current accounting principles (as applied in the 2004 annual accounts) in several areas. Therefore, shareholders' equity and net profit under IFRS may differ significantly from those under current accounting principles. The transition impact of implementing IFRS will be reported in shareholders' equity.

Restated 2004 comparatives under IFRS will be presented together with the publication of the IFRS financial information for 2005. However, in line with the IFRS transitional provisions, ING Bank will not restate the 2004 comparatives for IAS 32 and 39 (Financial instruments).

On 11 March 2005 ING Group presented the most significant impacts of the transition to IFRS. This presentation, which is available on the ING web site, includes the following preliminary unaudited information:

- the impact on shareholders' equity at transition;
- the impact on 2004 net profit;
- the impact on ratios;
- an explanation of differences between current accounting principles and IFRS.

More information about ING

Extensive information on ING, such as the annual report of ING Group and financial press releases, is available on www.ing.com/group. The site also gives direct access to the website of ING companies worldwide.

CONSOLIDATED BALANCE SHEET OF ING BANK N.V.
Before profit appropriation

	31 December 2004	31 December 2003
(amounts in millions of euros)		
Assets		
Cash	7,537	10,135
Short-dated government paper	12,382	6,521
Banks	57,300	61,060
Public sector loans and advances	12,913	14,917
Private sector loans and advances	308,345	279,070
Loans and advances	321,258	293,987
Interest-bearing securities	185,619	140,032
Shares	10,607	8,882
Other participating interests	1,593	1,613
Property and equipment	6,214	5,720
Other assets	4,153	4,581
Accrued assets	9,811	9,063
Total assets	616,474	541,594
Equity and Liabilities		
Banks	112,797	102,115
Savings accounts	221,121	168,168
Other funds entrusted	146,894	139,625
Funds entrusted	368,015	307,793
Debt securities	70,746	72,372
Other liabilities	20,840	17,400
Accrued liabilities	7,718	8,815
General Provisions	1,470	1,412
	581,586	509,907
Fund for general banking risks	1,446	1,281
Subordinated liabilities	18,450	14,516
Shareholders' equity	13,977	14,868
Third party interests	508	553
Capital and reserves of Stichting Regio Bank	507	469
Group equity	14,992	15,890
Group capital base	34,888	31,687
Total equity and liabilities	616,474	541,594
Contingent debts	23,675	22,810
Irrevocable facilities	69,011	66,640
Contingent liabilities	92,686	89,450

Breakdown of shareholders' equity of ING BANK N.V.

	31 December 2004	31 December 2003
(amounts in millions of euros)		
Share capital ⁽¹⁾	525	525
Preference share premium reserve		3,002
Share premium reserve	6,992	6,839
Revaluation reserve	324	235
Reserve for participating interests	103	114
Exchange differences reserve	- 1,320	- 1,096
Other reserves	5,152	3,851
Profit available for distribution	2,201	1,398
Shareholders' equity	13,977	14,868

⁽¹⁾ Issued share capital consists as at 31/12/2004 of 465,035,000 ordinary shares with a nominal value of EUR 1.13. Furthermore, 7 preference shares with a nominal value of EUR 1.13 have been issued. No shares have been issued that have not fully been paid up.

CONSOLIDATED PROFIT AND LOSS ACCOUNT OF ING BANK N.V.

	2004	2003
(amounts in millions of euros)		
Interest income	25,389	23,600
Interest expense	16,708	15,649
Interest	8,681	7,951
Income from securities and participating interests	129	138
Commission income	3,336	3,085
Commission expense	755	621
Commission	2,581	2,464
Result from financial transactions	596	562
Other revenue	525	393
Other income	3,831	3,557
Total income	12,512	11,508
Staff costs	4,981	4,694
Other administrative expenses	3,369	3,150
Staff costs and other administrative expenses	8,350	7,844
Depreciation	405	428
Operating expenses	8,755	8,272
Additions to the provision for loan losses	465	1,125
Value adjustments to financial fixed assets	-6	-48
	9,214	9,349
Additions to the Fund for general banking risks	140	140
Total expenses	9,354	9,489
Result before taxation	3,185	2,019
Taxation	897	520
Result after taxation	2,261	1,499
Third party interests	22	59
Net profit for the period	2,239	1,440
Non-distributable profit of Stichting Regio Bank	38	42
Profit available for distribution	2,201	1,398

CAPITALISATION

The following table sets out the capitalisation of ING Bank N.V. as at 31 December

	2004	2003
(amounts in millions of euros)		
Equity and liabilities		
Banks	112,797	102,115
Savings accounts	221,121	168,168
Other funds entrusted	146,894	139,625
Funds entrusted	368,015	307,793
Debt securities	70,746	72,372
Other liabilities	20,840	17,400
Accrued liabilities	7,718	8,815
General Provisions	1,470	1,412
	581,586	509,907
Fund for general banking risks	1,446	1,281
Subordinated liabilities	18,450	14,516
Shareholders' equity	13,977	14,868
Third party interests	508	553
Capital and reserves of Stichting Regio Bank	507	469
Group equity	14,992	15,890
Group capital base	34,888	31,687
Total equity and liabilities	616,474	541,594
Contingent debts	23,675	22,810
Irrevocable facilities	69,011	66,640
Contingent liabilities	92,686	89,450

NETHERLANDS TAXATION

General

This section provides a general summary of the material Netherlands tax issues and consequences of acquiring, holding, redeeming and/or disposing of the Notes. This summary provides general information only and is restricted to the matters of Netherlands taxation stated herein. The information given below is neither intended as tax advice nor purports to describe all of the tax considerations that may be relevant to a prospective purchaser of the Notes.

The prospective purchaser should consult his or her own tax advisor regarding Netherlands tax consequences of acquiring, holding, redeeming and/or disposing of the Notes.

This summary is based on the tax legislation, published case law, and other regulations in the Netherlands in force as at 19 May 2005, without prejudice to any amendments introduced at a later date and implemented with or without retroactive effect.

We assume that the holders of the Notes do not hold a substantial interest in ING Bank N.V. Generally speaking, an interest in the share capital of ING Bank N.V. should not be considered a substantial interest if the holder of such interest, and, if the holder is a natural person, his or her spouse, (registered partner, certain other relatives or certain persons sharing the holder's household, alone or together, do not hold, whether directly or indirectly via ING Groep N.V., the ownership of, or certain rights over, shares or rights resembling shares representing five percent or more of the total issued and outstanding capital, or the issued and outstanding capital of any class of shares, of ING Bank N.V. Furthermore, we assume that the Notes and income received or capital gains derived therefrom, are not attributable to employment activities of the holder of the Notes.

Withholding tax

All payments by ING Bank N.V. in respect of the Notes can be made without withholdings or deductions for or on account of any taxes, duties or charges of any nature whatsoever that are or may be withheld or assessed by the Dutch tax authorities, any political subdivision thereof or therein or any of their representatives, agents or delegates provided that the Notes do not in fact function as equity of ING Bank N.V., rather than as a loan, within the meaning of the Dutch Corporate Income Tax Act 1969 as described below.

The following criteria should be applied for determining whether a loan functions as equity within the meaning of the Netherlands Corporate Income Tax Act 1969.

1. The value of the payments on the Note (e.g. interest) is entirely contingent on the profits of or on the profit distribution by the debtor or any of its affiliates and the Note has no repayment date or the repayment date is more than 10 years after the date on which the Note was taken out; or
2. The value of the payments on the Note (e.g. interest) is partly contingent on the profits of or on the profit distribution by the debtor or any of its affiliates. At the time the payment is agreed upon, the part of the payment that is not profit-related corresponds to less than half of the fair market interest rate applicable to loans with the same maturity period but for which the payment is not profit-related. The Note has no repayment date or the repayment date is more than 10 years after the date on which the Note was taken out; or
3. The liability in respect of the payments on the Note is contingent on the profits made or distributed by the debtor or any of its affiliates, while the value of the payment is not. The Note is subordinated and the Note has no repayment date or the repayment date is more than 50 years after the date on which the Note was taken out.

If any of these three abovementioned criteria are met, the payments on such Notes (known as “hybrid loans”), as well as the depreciation of such Notes, will not be tax deductible, while the payment is subject to Dutch dividend withholding tax.

Both interest free Notes and Notes with a payment that deviates substantially from the fair market interest rate are regarded as Notes for which the value of the payment is contingent on the profits of or on the profit distribution by the debtor or any of its affiliates.

Dividends distributed to a corporate holder of the Notes that qualifies in respect of the Notes for the participation exemption, as defined in the Dutch Corporate Income Tax Act of 1969, are exempt from Dutch dividend withholding tax.

Generally, a holder of the Notes that is resident, or is deemed to be resident, in the Netherlands will be allowed a credit against Dutch personal income tax or corporate income tax for the tax withheld on dividends paid in respect of the Notes. Subject to certain conditions, a legal entity resident in the Netherlands that is not subject to Dutch corporate income tax may request a refund of the tax withheld.

A holder of the Notes resident outside the Netherlands may be entitled to a full or partial exemption from or refund of Dutch dividend withholding tax under an applicable double taxation convention depending on its terms and conditions and subject to compliance by the holder of the Notes with those terms and conditions.

On the basis of the anti abuse provisions regarding dividend stripping transactions, a holder of the Notes that is resident, or is deemed to be resident, in the Netherlands will only be allowed a credit against Dutch personal income tax or corporate income tax for the tax withheld on dividends paid in respect of the Notes if the holder of the Notes that is entitled to the dividends is the beneficial owner – as defined by the Dutch Dividend Withholding Tax Act 1965 – of the dividends. A legal entity resident in the Netherlands that is not subject to Dutch corporate income tax may only request a refund of the dividend tax withheld if that legal entity is the beneficial owner – as defined by the Dutch Dividend Withholding Tax Act 1965 – of the dividends.

Taxes on income and capital gains

Residents of the Netherlands

Income derived from a Note or a gain realized on the disposal or redemption of a Note by a holder of a Note who is a resident of the Netherlands and who is subject to Dutch corporate income tax, is generally taxable in the Netherlands.

Income derived from a Note or a gain realized on the disposal or redemption of a Note by a holder of a Note who is an individual who is a resident or a deemed resident of the Netherlands or has opted to be treated as a resident of the Netherlands, may, among others, be subject to Dutch income tax at progressive individual income tax rates up to 52% (2005 rate) if:

- i) the individual carries on a business, or is deemed to carry on a business, for example, pursuant to a co-entitlement to the net value of an enterprise (*medegerechtigde*) to the assets of which such Note is attributable, or
- (ii) such income or gain qualifies as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which include activities with respect to the Note that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If the conditions set out in paragraphs i. or ii. above do not apply to an individual holder of a Note, actual received income derived from a Note or gains realised on the disposal or redemption of a Note are, in general, not taxable as such. Instead, such holder of a Note will be taxed at a flat rate of 30 per cent. (2005 rate) on deemed income from “savings and investments” (*sparen en beleggen*). This deemed income amounts to 4 per cent. (2005 rate) of the average of the individual’s “yield basis” (*rendementsgrondslag*) at the beginning and end of the calendar year to the extent it exceeds a certain threshold. The fair market value of the Note will be included in the individual’s yield basis.

Non-residents of the Netherlands

A holder of a Note who is neither resident nor deemed to be resident in the Netherlands nor has opted to be treated as a resident in the Netherlands who derives income from such Note, or who realizes a gain on the disposal or redemption of the Note will not be subject to Dutch taxation on income or capital gains, unless:

- (i) such holder carries on a business, or is deemed to carry on a business or part thereof, for example, pursuant to a co-entitlement to the net value of an enterprise (*medegerechtigde*) through a permanent establishment or a permanent representative in the Netherlands, to which the Note is attributable;
- (ii) the holder is an individual, and such income or gain qualifies as income from miscellaneous activities in the Netherlands (*resultaat uit overige werkzaamheden in Nederland*), which include activities with respect to the Note that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

Taxation of gifts and inheritances

Residents of the Netherlands

Generally, gift and inheritance tax will be due in the Netherlands in respect of the acquisition of a Note by way of a gift by, or on the death of, a holder of a Note who is a resident or deemed to be a resident of the Netherlands for the purposes of Netherlands gift and inheritance tax at the date of the gift or his or her death. An individual of Netherlands nationality is deemed to be a resident of the Netherlands for the purposes of Netherlands gift and inheritance tax if he or she has been resided in the Netherlands at any time during the 10 years preceding the date of the gift or his or her death. An individual of any other nationality is deemed to be a resident of the Netherlands for the purposes of Netherlands gift tax only if he or she has been resided in the Netherlands at any time during the 12 months preceding the date of the gift.

Non-residents of the Netherlands

No Dutch gift or inheritance tax arises in the Netherlands on the transfer by way of gift or inheritance of a Note, if the donor or deceased at the time of the gift is neither a resident nor a deemed resident of the Netherlands, unless:

- (i) at the time of the gift or death, a Note can be attributed to a Dutch enterprise which is an enterprise or part thereof, which is carried on through a permanent establishment or a permanent representative in the Netherlands; or
- (ii) the holder of a Note dies within 180 days of making the gift, and at the time of death the holder is a resident or deemed resident of the Netherlands .

Value-added tax

No value-added tax will be due in the Netherlands in respect of payments made in consideration for the issue of the Notes, whether in respect of payments of interest and principal or in respect of the transfer of a Note.

Other taxes

There will be no registration tax, capital contribution tax, customs duty, stamp duty, real estate transfer tax or any other similar tax or duty due in the Netherlands in respect of or in connection with the mere issue, transfer, execution or delivery by legal proceedings of the Notes or the performance of the ING Bank N.V.'s obligations under the relevant documents.

Residency

A holder of a Note will not become, and will not be deemed to be, resident in the Netherlands merely by virtue of holding such Note or by virtue of the execution, performance, delivery and/or enforcement of any relevant documents.

Proposed European Union Savings Directive

On 3 June 2003, the European Council of Economics and Finance Ministers adopted a Directive on the taxation of savings income in the form of interest payments (2003/48/EC). Under the Directive, Member States will (if equivalent measures have been introduced by certain non-EU jurisdictions and agreements are in place for the introduction of the same measures in certain other non-EU jurisdictions) be required, from 1 July 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria will instead be required (unless during that period they elect to provide information as described above) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries).

SUBSCRIPTION AND SALE

The Dealers have in an amended and restated programme agreement dated 23 May, 2003 as supplemented by a supplemental programme agreement dated 21 May, 2004 (together, as amended, supplemented or restated from time to time, the “Programme Agreement”) agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “Form of the Notes” and “Terms and Conditions of the Notes” above. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and update of the Programme and the issue of Notes under the Programme.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings assigned to them by Regulation S under the Securities Act.

To the extent that any Notes are sold in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will offer, sell or deliver Notes of any Series (i) as part of its general distribution at any time or (ii) otherwise until 40 days after the completion of the distribution, as determined by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part only in accordance with Rule 903 of Regulation S under the Securities Act. Each Dealer has further agreed that it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Until 40 days after the completion of distribution of any Series of Notes, an offer or sale of Registered Notes within the United States by any dealer whether or not participating in the offering may violate the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S of the Securities Act.

Each Reg S. Global Note will contain a legend to the following effect:

The Notes represented by this certificate have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”), and may not be offered or sold in the United States or to, or for the account or benefit of U.S. persons except pursuant to registration under the Securities Act or an exemption therefrom. This legend shall cease to apply upon the expiry of the period of 40 days after the completion of the distribution of all the Notes of the Tranche of which this Note forms part.”

Each issuance of Index Linked or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer or Dealers shall agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the Pricing Supplement.

Notes in bearer form

Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Registered Notes

Offers, sales, resales and other transfers of Registered Notes in the United States made or approved by a Dealer (including offers, resales or other transfers made or approved by a Dealer in connection with secondary trading) shall be effected pursuant to an exemption from the registration requirements of the Securities Act.

Offers, sales, resales and other transfers of Registered Notes in the United States will be made only to Institutional Accredited Investors upon the delivery of an investment representation letter substantially in the form set out in Exhibit I to Appendix B of the Programme Agreement or, in the case of Registered Notes resold or otherwise transferred

pursuant to Rule 144A, to institutional investors that are reasonably believed to qualify as QIBs.

Registered Notes will be offered in the United States only by approaching prospective purchasers on an individual basis. No general solicitation or general advertising (as such terms are used in Rule 502 under the Securities Act) will be used in connection with the offering of the Notes in the United States and no directed selling efforts (as defined in Regulation S) shall be used in connection therewith.

No sale of Registered Notes in the United States to any one purchaser will be for less than U.S.\$150,000 principal amount or, in the case of sales to institutional accredited investors, U.S.\$250,000 principal amount and no Registered Note will be issued in connection with such a sale in a smaller principal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S.\$150,000 or, in the case of sales to institutional accredited investors, U.S.\$250,000 principal amount of Registered Notes.

Each Registered Global Note shall contain a legend stating that such Registered Global Note has not been, and will not be, registered under the Securities Act, that any resale or other transfer of such Registered Global Note or any interest therein may be made only:

- (a) to a Dealer;
- (b) to a qualified institutional buyer in a transaction which meets the requirements of Rule 144A;
- (c) outside the United States pursuant to Regulation S under the Securities Act; or
- (d) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available),

and, in the case of a sale pursuant to (c) above, upon receipt by the relevant Dealer of certification as to compliance therewith by the parties to such transfer. Resale or secondary market transfer of Registered Notes in the United States may be made in the manner and to the parties specified above. The following legend will be included on each Registered Note:

The Notes represented by this certificate have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold in the United States or to, or for the account or benefit of U.S. persons except pursuant to registration under the Securities Act or an exemption therefrom. The transfer of this Note is subject to certain conditions, including those set forth in the form of transfer letters available upon request from the Registrar, Deutsche Bank Trust Company Americas, (the "Registrar"). The holder hereof, by purchasing this Note, agrees for the benefit of the Issuer and, the Dealers that (A) this Note may be resold only (1) to a Dealer, (2) to a qualified institutional buyer (as defined in the said Rule 144A) in a transaction that meets the requirements of Rule 144A under the Securities Act, (3) outside the United States pursuant to Rule 904 of Regulation S under the Securities Act in a transaction meeting the requirements set forth in the applicable certification available from the Registrar or (4) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) and in each case in accordance with any applicable securities laws of any State of the United States or any other jurisdiction and (B) the holder will, and each subsequent holder is required to, notify any purchaser of this Note from it of the transfer restrictions referred to in (A) above. No representation can be made as to availability of the exemption provided by Rule 144 under the Securities Act for resales of this Note. Any resale or other transfer, or attempted resale or other transfer, of Notes made other than in compliance with the foregoing restrictions shall not be recognised by the Issuer, the Registrar or any other agent of the Issuer.

Furthermore, any resale or other transfer, or attempted resale or other transfer, of Registered Notes made other than in compliance with the foregoing restrictions shall not be recognised by the Issuer or any agent of the Issuer and all Registered Notes will bear a legend to this effect.

By its purchase of any Registered Notes, each investor in the United States purchasing Notes pursuant to Rule 144A shall be deemed to have agreed to the above restrictions and each such purchaser shall be deemed to have represented to the Issuer, the seller and the Dealer, if applicable, that it is either a qualified institutional buyer who is aware that the sale to it is being made in reliance on Rule 144A or is an accredited investor that is acquiring the Registered Notes for its own account for investment and not with a view to distribution thereof.

In connection with its purchase of Registered Notes, each Institutional Accredited Investor shall deliver to the relevant Dealer(s) a letter stating, among other things, that:

- (a) it is an Institutional Accredited Investor or, if the Notes are to be purchased for one or more institutional accounts ("investor accounts") for which it is acting as fiduciary or agent (except if it is a bank as defined in section 3(a)(2), or a savings and loan association or other institution as described

- in Section 3(a)(5)(A), under the Securities Act whether acting in its individual or in a fiduciary capacity), each such account is an institutional investor and an accredited investor on a like basis;
- (b) in the normal course of business, it invests in or purchases securities similar to the Notes, and it has such knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of purchasing any of the Notes; and
 - (c) it is aware that it (or any investor account) may be required to bear the economic risk of an investment in each Note for an indefinite period of time, and it (or such account) is able to bear such risk for an indefinite period. The letter will also acknowledge that the Notes have not been registered under the Securities Act and are being sold in a transaction exempt therefrom.

Each prospective purchaser of Notes offered in reliance on Rule 144A or Section 4(2) of the Securities Act (“Restricted Notes”), by accepting delivery of this Prospectus, will be deemed to have represented and agreed as follows:

- (a) Such offeree acknowledges that this Prospectus is personal to such offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire Notes other than pursuant to Rule 144A of Section 4(2) of the Securities Act or in offshore transactions in accordance with Regulation S. Distribution of this Offering Circular, or disclosure of any of its contents to any person other than such offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorised, and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.
- (b) Such offeree agrees to make no photocopies of this Prospectus or any documents referred to herein.

Each purchaser of an interest in a Restricted Note offered and sold in reliance on Rule 144A will be deemed to have represented and agreed as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) The purchaser (i) is a QIB, (ii) is aware that the sale to it is being made in reliance on Rule 144A and (iii) is acquiring Notes for its own account or for the account of a QIB;
- (b) The purchaser understands that such Restricted Note is being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, such Restricted Note has not been and will not be registered under the Securities Act and may not be offered, sold or otherwise transferred unless registered pursuant to or exempt from registration under the Securities Act; and that (i) if in the future the purchaser decides to offer, resell, pledge or otherwise transfer such Restricted Note, such Restricted Note may be offered, sold, pledged or otherwise transferred only (A) to a person who the seller reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, (B) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S or (C) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) and in each of such cases in accordance with any applicable securities laws of any state of the United States or any other jurisdiction and that (ii) the purchaser will, and each subsequent holder of the Restricted Notes is required to, notify any purchaser of such Restricted Note from it of the resale restrictions referred to in (i) above and that (iii) no representation can be made as to the availability of the exemption provided by Rule 144 under the Securities Act for resale of Notes.

United Kingdom

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (i) in relation to Notes which have a maturity of one year or more, it has not offered or sold and, prior to the expiry of the period of six months from the Issue Date in respect of any such Notes, will not offer or sell any such Notes to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 (as amended);
- (ii) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (the “FSMA”), with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom; and

- (iii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue of any Notes in circumstances in which section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer.

Japan

The Notes have not been and will not be registered under the Securities and Exchange Law of Japan (the “Securities and Exchange Law”) and each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for reoffering or resale, directly or indirectly, in Japan or to a resident of Japan except pursuant to an exemption from the registration requirements of or otherwise in compliance with the Securities and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

The Netherlands

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that, in respect of Notes issued, with the exception of those having a denomination of at least €50,000 or the equivalent thereof in other currencies, it has not, directly or indirectly, offered, sold, transferred or delivered and will not, directly or indirectly, offer, sell, transfer or deliver any Notes (including rights representing an interest in a global Note) to the account of any person or entity other than to persons or entities (hereinafter referred to as “Professional Investors”) which trade or invest in securities in the conduct of a profession or business within the meaning of the Securities Transactions Supervision Act (*Wet toezicht effectenverkeer 1995*) (the “1995 Act”) and its implementing regulations (which includes banks, investment banks, pension funds, insurance companies, securities firms, investment institutions and other entities, including *inter alia* treasuries and finance companies of large enterprises which regularly, as an ancillary activity, trade or invest in securities), in which case it must be made clear when making any offer of such Notes that it is exclusively made to such Professional Investors, all of the foregoing unless (a) another exemption as provided for in the 1995 Act or any of its implementing regulations applies and the requirements applicable to such exemption are complied with, or (b) The Netherlands Authority for the Financial Markets has upon request granted an individual dispensation and the requirements applicable to such dispensation are complied with, or (c) the prohibition of article 3 subsection 1 of the 1995 Act does not apply (such as when the Notes are or shortly upon their issue will be listed on Euronext Amsterdam).

Zero Coupon Notes in bearer form and other Notes in bearer form on which no interest is paid during their tenor may fall within the definition of savings certificates as referred to in the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) and if so any transfer or acceptance of such Notes is prohibited unless it is done through the mediation of either the Issuer or a member of Euronext Amsterdam, and certain identification requirements in relation to the issue, transfer of or payment on Notes qualifying as savings certificates have to be complied with. The above prohibition does not apply (i) to a transfer and acceptance of such Notes between individuals who do not act in the conduct of a profession or a business, (ii) to the initial issue and trading of such Notes to the first holders thereof, and (iii) to the issue and trading of such Notes if such Notes are physically issued outside of The Netherlands and are not immediately thereafter distributed in The Netherlands or to residents of The Netherlands in the course of primary trading.

Germany

In connection with the initial placement of any Notes in Germany, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold and will not offer or sell any Notes in Germany other than in compliance with the Securities Prospectus Act (*Wertpapier-Verkaufsprospektgesetz*) of 13th December, 1990 as amended, or any other law applicable in Germany governing the issue, offering and sale of securities.

Hong Kong

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (i) to persons whose ordinary business it is to buy or sell shares or debentures (whether as principal or agent) or (ii) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32) of Hong Kong; and
- (b) it has not issued and will not issue any advertisement, invitation or document relating to the Notes, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap.571) of Hong Kong and any rules made thereunder.

Singapore

This Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore (the “MAS”) under the Securities and Futures Act (Chapter 289) of Singapore (the “Securities and Futures Act”). Accordingly, the Notes may not be offered or sold or made the subject of an invitation for subscription or purchase nor may this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of such Notes be circulated or distributed, whether directly or indirectly, to the public or any member of the public in Singapore other than (1) to an institutional investor or other person falling within section 274 of the Securities and Futures Act, (2) to a sophisticated investor (as defined in section 275 of the Securities and Futures Act) and in accordance with the conditions specified in section 275 of the Securities and Futures Act or (3) otherwise than pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers or sells Notes or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have any responsibility therefor.

Neither the Issuer nor any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other or additional restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Pricing Supplement.

GENERAL INFORMATION

Authorisation

The establishment and update of the Programme and the increase in size of the Programme have been duly authorised by resolutions of the Supervisory Board dated 11 February, 1999 and resolutions of the Executive Board of the Issuer dated 5 July, 1999. All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of The Netherlands have been given for the issue of Notes and for the Issuer to undertake and perform its obligations under the Programme Agreement, the Agency Agreement and the Notes.

Listing of Notes on the Luxembourg Stock Exchange

Application has been made for the Notes to be issued under the Programme to be listed on the Luxembourg Stock Exchange. A legal notice relating to the Programme and the constitutional documents of the Issuer are being lodged with the Luxembourg trade and companies register (*Registre de commerce et des sociétés, Luxembourg*), where such documents may be examined and copies obtained. The Luxembourg Stock Exchange has allocated the number 2386 to the Programme for listing purposes.

Documents Available

So long as Notes are capable of being issued under the Programme, copies of the following documents will, when published, be available free of charge from the registered office of the Issuer and from the specified office of the Paying Agent for the time being in Luxembourg:

- (i) the English translation of the Articles of Association of the Issuer;
- (ii) the annual reports of the Issuer and its consolidated subsidiaries (in English) in respect of the financial years ended 31 December, 2002, 31 December, 2003 and 31 December 2004;
- (iii) the most recently available annual report of the Issuer and its consolidated subsidiaries and the most recently available published interim financial statements (no such interim financial statements are currently published) of the Issuer and its consolidated subsidiaries (in English);
- (iv) the Programme Agreement, the Agency Agreement (which contains the forms of the Temporary and Permanent Global Notes, the Definitive Notes, the Receipts, the Coupons and the Talons);
- (v) a copy of this Prospectus;
- (vi) any future prospectuses, offering circulars, supplementary listing particulars, information memoranda and supplements including Pricing Supplements (save that a Pricing Supplement relating to an unlisted Note will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Paying Agent, as the case may be, as to its holding of Notes and identity) to this Prospectus and any other documents incorporated herein or therein by reference; and
- (vii) in the case of a syndicated issue of listed Notes, the syndication agreement (or equivalent document).

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and ISIN for each Tranche allocated by Euroclear and Clearstream, Luxembourg will be specified in the relevant Pricing Supplement. In addition, the Registered Notes will be, before issue, designated as PORTAL securities and the issuer will make an application for any Registered Notes to be accepted for trading in book-entry form by DTC. The CUSIP and/or CINS numbers for each Tranche of Registered Notes, together with the relevant ISIN and common code, will be specified in the relevant Pricing Supplement. If the Notes are to clear through an additional or alternative clearing and/or settlement system (including Euroclear Netherlands) the appropriate information will be specified in the relevant Pricing Supplement.

Significant Change

Save as disclosed in this Prospectus, there has been no significant change in the financial or trading position of the Issuer and its consolidated subsidiaries and no significant change in the financial position or prospects of the Issuer and its consolidated subsidiaries since 31 December, 2004.

Litigation

The Issuer and its consolidated subsidiaries are involved in lawsuits and arbitration cases in The Netherlands and in a number of other countries relating to claims by or against these companies arising in the course of ordinary activities, and also from acquisitions, including the activities as lenders, employers, investors and taxpayers. Several of these cases involve claims for either very large or indefinite amounts. Although it is not feasible to predict or to determine the outcome of all current or impending legal proceedings, the Executive Board is of opinion that the outcome is unlikely to have any material adverse effects on the financial position or results of the Issuer or its consolidated subsidiaries.

Auditors

KPMG Accountants N.V. have acted as the auditors of the financial statements of the Issuer for the financial years ending 31 December, 2002, 2003 and 2004, respectively.

Auditors' report

In our opinion, the Consolidated Financial Statements of ING Bank N.V. as included in this Prospectus on pages 55 up to and including 57 are consistent, in all material respects, with the Annual Accounts for the year 2004, from which they have been derived. We issued an unqualified auditors' report on these Annual Accounts dated 7 March 2005. For a better understanding of ING Bank N.V.'s financial position and results and of the scope of our audit, the Consolidated Financial Statements should be read in conjunction with the Annual Accounts and our Auditors' report included in the Annual Report of ING Bank N.V. for the year 2004.

Amsterdam, 19 May 2005

KPMG Accountants N.V.

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