

APPENDIX A

(DRAFT) TERMS AND CONDITIONS OF THE BONDS

[Draft]
TERMS AND CONDITIONS
OF

"THE BONDS OF ING BANK N.V. NO. 1/2554 SERIES 1 DUE B.E. 2557 (2014)"
"THE BONDS OF ING BANK N.V. NO. 1/2554 SERIES 2 DUE B.E. 2559 (2016)"

The following is the text of the terms and conditions of the Bonds (as defined below) setting out the rights and obligations of ING Bank N.V. (the "**Issuer**") and the Bondholders (as defined below) with respect to the Bonds (the "**Conditions**"), as may be supplemented, amended or modified by any subsequent amendment thereto, with CIMB Thai Bank Public Company Limited acting as the Bondholders' Representative. The Issuer has been granted approval by the Ministry of Finance of Thailand to offer for sale the Bonds in Thailand by virtue of the MOF Notification (as defined below).

The Bondholders' rights in respect of the Bonds shall be as prescribed in these Conditions in relation to which the Bondholders and the Issuer shall be bound in all respects. The Issuer has appointed the Bondholders' Representative and the Registrar pursuant to the Bondholders' Representative Appointment Agreement and the Registrar Appointment Agreement, respectively. The Bondholders are deemed to accept the appointment of the Bondholders' Representative and are entitled to the benefits of, are bound by, and are deemed to have notice of and understand, all provisions of these Conditions and the Bondholders' Representative Appointment Agreement.

Execution copies of these Conditions, the Bondholders' Representative Appointment Agreement and the Registrar Appointment Agreement are available for inspection during normal business hours at the principal office of the Bondholders' Representative.

1. DEFINITIONS

In these Conditions:

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| "Baht" | means Thai Baht, the lawful currency of the Kingdom of Thailand. |
| "Bond Certificate(s)" | means the certificate(s) issued in accordance with Condition 3.1, representing such Bond(s) in the form specified in Annex A. |
| "Bondholder(s)" | means the person(s) who own Bond(s) in accordance with Condition 3.3. |

"Bondholders' Representative"	means CIMB Thai Bank Public Company Limited or any successor as the Bondholders' Representative in respect of the Bonds.
"Bondholders' Representative Appointment Agreement"	means the Bondholders' Representative appointment agreement entered into between the Bondholders' Representative and the Issuer dated on or around 23 March 2011 or the agreement appointing a new Bondholders' Representative to replace the existing Bondholders' Representative (if any).
"Bond Rights"	means all rights relating to the Bonds including, without limitation, the right to receive principal and interest on the Bonds and the right to attend and vote at meetings of the Bondholders.
"Bonds"	means the Series 1 Bonds and the Series 2 Bonds, provided that if the Issuer has made full payment of any series of the Bonds, "Bonds" shall mean only the series of Bonds which remains outstanding.
"Business Day"	means a day (other than a Saturday or Sunday) on which commercial banks are open for general business in Bangkok, Thailand.
"Closing Date"	is as defined in Condition 3.2 (b).
"Credit Rating Agency(ies)"	means a credit rating agency(ies) approved by the SEC.
"Default Interest Rate"	means <ul style="list-style-type: none"> (a) for the payment of default interest to Bondholders in respect of the Series 1 Bonds, "Default Interest Rate" means the Interest Rate of Series 1 Bonds plus 2 (two) percent per annum; and (b) for the payment of default interest to Bondholders in respect of the Series 2 Bonds, "Default Interest Rate" means the Interest Rate of Series 2 Bonds plus 2 (two) percent per annum.
"Event of Default"	means any of the events specified in Condition 13.1.
"Interest Payment Date"	means every 30 March and 30 September of each year, with the first Interest Payment Date on 30 September 2011 and the last Interest Payment Date on the Maturity Date.

"Interest Period"	means:
	(a) with respect to the first Interest Period, the period commencing on, and including, the Issue Date and ending on, but excluding, the first Interest Payment Date; and
	(b) with respect to any subsequent Interest Period, the period commencing on, and including, the Interest Payment Date of the preceding Interest Period and ending on, but excluding, the next Interest Payment Date of such Interest Period or the Maturity Date, as the case may be.
"Interest Rate"	means the Interest Rate of Series 1 Bonds and the Interest Rate of Series 2 Bonds, as the case may be.
"Interest Rate of Series 1 Bonds"	means the interest rate of 3.72 percent per annum.
"Interest Rate of Series 2 Bonds"	means the interest rate of 4.09 percent per annum.
"Issue Date"	means the issue date of the Bonds which is on 30 March 2011.
"Issuer's Contact Person"	has the meaning given to it in Condition 20.
"Maturity Date"	means the Maturity Date of Series 1 Bonds and the Maturity Date of Series 2 Bonds, as the case may be.
"Maturity Date of Series 1 Bonds"	means 30 March 2014.
"Maturity Date of Series 2 Bonds"	means 30 March 2016.
"MOF Notification"	means the Ministry of Finance's Notification Re: Approval for Issue of Bonds or Debentures Denominated in Baht in Thailand, dated 11 April 2006, as may from time to time be amended, modified, supplemented or replaced.
"Record Date"	has the meaning given to it in Condition 3.2(b).

"Register Book"	means the register book of each of the Series 1 Bonds and the Series 2 Bonds, recording particulars of the Bondholders or other sources of registration information relating to the transfer, pledge, attachment, issue of new Bond Certificates and other matters related to the Bonds according to the relevant rules and procedures prescribed pursuant to the laws governing securities and notifications of the SEC.
"Registrar"	means Thailand Securities Depository Company Limited or any successor as the registrar and paying agent in respect of the Bonds as permitted by relevant laws and regulations.
"Registrar Appointment Agreement"	means the registrar appointment agreement entered into between the Registrar and the Issuer dated on or around 23 March 2011 or the agreement appointing a new Registrar to replace the existing Registrar (if any).
"SEC"	means the Office of the Securities and Exchange Commission of Thailand.
"Series 1 Bonds"	means Baht denominated bonds issued by the Issuer namely, "The Bonds of ING Bank N.V. No. 1/2554 Series 1 Due B.E. 2557 (2014)".
"Series 2 Bonds"	means Baht denominated bonds issued by the Issuer namely, "The Bonds of ING Bank N.V. No. 1/2554 Series 2 Due B.E. 2559 (2016)".
"Subscription Closing Date"	means 29 March 2011.
"TBMA "	means the Thai Bond Market Association or such other exchange as may be licensed by and registered with the SEC.
"Thailand"	means the Kingdom of Thailand.
"TSD"	means Thailand Securities Depository Company Limited, or any other successor organization legally entitled to operate a securities depository business in Thailand.

2. **FORM, DENOMINATION, INTEREST AND TERM**

- 2.1 (a) The Series 1 Bonds are in registered form carrying interest at the Interest Rate of Series 1 Bonds. The Series 1 Bonds have a tenor of 3 years from the Issue Date. The Series 1 Bonds are named "The Bond of ING Bank N.V. No. 1/2554 Series 1 Due B.E. 2557 (2014)".
- (b) The Series 2 Bonds are in registered form carrying interest at the Interest Rate of Series 2 Bonds. The Series 2 Bonds have a tenor of 5 years from the Issue Date. The Series 2 Bonds are named "The Bond of ING Bank N.V. No. 1/2554 Series 2 Due B.E. 2559 (2016)".
- 2.2 On the Issue Date, there are [●] units of the Bonds in total, with an aggregate total principal amount of Baht [●]. The Bonds are denominated in Baht, with a nominal amount of Baht 1,000 (one thousand Baht) each. The aggregate total principal amount and total units of each series of the Bonds as of the Issue Date are as follows:
- (a) the Series 1 Bonds: there are [●] units of the Series 1 Bonds, in total, and the total aggregate principal amount of the Series 1 Bonds is Baht [●]; and
- (b) the Series 2 Bonds: there are [●] units of the Series 2 Bonds, in total, and the total aggregate principal amount of the Series 2 Bonds is Baht [●].

3. **BOND CERTIFICATES, REGISTER BOOK AND OWNERSHIP OF THE BONDS**

The Issuer has appointed TSD to act as a registrar and paying agent in respect of the Bonds in accordance with the Registrar Appointment Agreement made between the Issuer and TSD.

3.1 ***Bond Certificates***

- (a) The Issuer shall ensure that the Registrar issue and deliver Bond Certificates, in the form attached as Annex A to these Conditions, to all Bondholders whose Bonds are not deposited with TSD within 15 (fifteen) Business Days from the Subscription Closing Date via registered mail at the name and address appearing in the subscription form of such Bonds. The Issuer shall cause the Registrar to deposit with TSD the Bonds of a Bondholder who has expressed its desire for such deposit in the subscription form of the Bonds within 7 (seven) Business Days from the Subscription Closing Date. For the Bonds deposited with TSD, the Registrar shall enter the name of TSD, as the holder of the Bonds on behalf of the Bondholder, in the Register Book.
- (b) If a person holding Bonds through TSD (scripless system) wishes to obtain a Bond Certificate with respect to those Bonds, that person must

inform TSD. The Issuer shall cause the Registrar to issue a Bond Certificate to that person within 45 (forty-five) days from the date it has been notified by TSD of the name of that person and the number of Bonds deposited with TSD in the name of that person. Following the issue of such Bond Certificate, the number of Bonds registered in the name of TSD will then be reduced by the number of Bonds held by the person to whom the Bond Certificate has been issued.

3.2 ***Register Book; Closure of the Register Book***

- (a) The Issuer shall cause the Registrar to prepare and keep the Register Book until the date that all Bonds are fully redeemed in accordance with these Conditions.
- (b) The Register Book will be closed on the 14th (fourteenth) day prior to any Interest Payment Date, the Maturity Date, any date fixed for any meeting of the Bondholders or any other date for any other purpose as specified in these Conditions and as notified by the Issuer to the Registrar and the Bondholders' Representative (the "**Closing Date**"). If the Closing Date falls on a day that is not a Business Day, the Register Book shall be closed on the next Business Day, and in such case, the period between the Closing Date to each relevant Interest Payment Date, the Maturity Date, any date fixed for any meeting of the Bondholders or any other date for any other purpose as specified above shall be less than 14 (fourteen) days. The Registrar shall not register any transfer of the Bonds on the Closing Date. A Business Day immediately preceding the Closing Date is hereinafter referred to as a "**Record Date**".

The Issuer and the Registrar hereby reserve the right to change the date and time for the closure of the Register Book without the need to obtain consent from the Bondholders, provided that such change: (i) must be in compliance with the rules and regulations of TSD or any other relevant authorities, and (ii) shall not adversely affect materially the rights and benefits of the Bondholders. In such case, the "**Record Date**" shall be changed accordingly.

3.3 ***Ownership of Bonds***

- (a) For Bonds that are not deposited with TSD, the Bond Rights are vested in the person whose name is registered in the Register Book as the owner of such Bonds at the end of business hours of the Registrar on the Record Date, unless a transfer of the Bonds has occurred prior to the relevant Record Date and such transfer is effective against the Issuer in accordance with Conditions 4.1(a) - (c). In case of such transfer, the Bond Rights will be vested in the transferee of the Bonds.

- (b) For Bonds that are deposited with TSD, the Bond Rights are vested in the persons whose names are listed with TSD as the owners of such Bonds at the end of business hours of the Registrar on the Record Date, as notified in writing by TSD to the Registrar, except in a case where an objection is duly made according to the law.

4. **TRANSFERS OF BONDS**

4.1 ***Transfers of Bonds not deposited with TSD***

- (a) A transfer of Bonds is complete when the transferor whose name is registered in the Register Book as the owner of such Bonds, or the last person to whom such Bonds have been previously transferred in accordance with these Conditions, delivers to the transferee a duly endorsed Bond Certificate representing such Bonds.
- (b) A transfer of Bonds is only effective against the Issuer if the Registrar accepts the application to register the transfer together with the Bond Certificate duly endorsed by the transferor and the transferee.
- (c) A transfer of Bonds is only effective against third parties if the transfer is actually registered in the Register Book.
- (d) An application to register the transfer of Bonds must be made at the principal office of the Registrar during its normal business hours in accordance with the form and procedures prescribed by the Registrar. In connection with the application to register a transfer of Bonds, the applicant must deliver the following documents to the Registrar:
 - (i) an application for registration of the transfer, together with the Bond Certificate duly endorsed pursuant to Conditions 4.1(a) and (b); and
 - (ii) any other evidence confirming the correctness and completeness of the transfer as may be specified by the Registrar.
- (e) The Registrar will register the transfer of Bonds in the Register Book within 7 (seven) Business Days after it receives the documents specified in Condition 4.1(d).
- (f) The Registrar shall decline to register a transfer of Bonds in a case where such transfer is in breach of these Conditions, the provisions of law, or a court order.

4.2 ***Transfers of Bonds deposited with TSD***

Bonds deposited with TSD must be transferred in accordance with the applicable regulations of the Stock Exchange of Thailand, TSD and any other relevant

regulatory authority and agency, including the relevant over-the-counter centers, that have issued regulations applicable to such transfer of the Bonds.

4.3 ***Bond Transfer Restriction***

There is no transfer restriction in respect of the Bonds.

5. **STATUS OF BONDS**

The Bonds 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.

6. **CREDIT RATING**

The Issuer has arranged for the assignment of a credit rating to the Bonds by the Credit Rating Agency and the Issuer will procure that a credit rating by the Credit Rating Agency is assigned to the Bonds throughout the term of the Bonds. For the avoidance of doubt, the credit rating result for the Bonds is subject to revision during the term of the Bonds.

7. **COVENANTS OF THE ISSUER**

The Issuer undertakes to comply with all the covenants set out in this Condition 7 for so long as any debt under the Bonds remains outstanding.

7.1 ***Appointment of Replacement of Bondholders' Representative and Registrar***

If it becomes necessary to replace the Bondholders' Representative and/or the Registrar, the Issuer shall appoint a replacement Bondholders' Representative and Registrar (as the case may be) as soon as practicable, but in any case no later than 45 (forty-five) days from the date on which the Issuer is aware of the necessity for such replacement.

7.2 ***Listing on the TBMA***

The Issuer shall, within the Issue Date, register the Bonds with TBMA and shall use its best effort to maintain the Bonds as listed securities on TBMA until all the Bonds are fully redeemed.

7.3 ***Information***

- (a) The Issuer shall deliver to the SEC and the Bondholders' Representative copies of its reviewed but unaudited interim financial statements (if prepared) and audited annual financial statements including, if prepared, consolidated financial statements of the Issuer and its consolidated

subsidiaries, for the relevant financial period and year, within the same period as that required by a stock exchange on which the Issuer's shares are listed or by any other relevant supervisory authorities, whichever is the earlier, but in any case, shall be no later than 180 days from the end of the Issuer's fiscal year. If, after the Issue Date, such submission period to the SEC is changed under the applicable laws or regulations, the Issuer shall comply with the new submission period or requirements according to such amended applicable laws or regulations.

- (b) The Issuer shall report to the SEC as promptly as possible when there is a material adverse change to the Issuer's business or financial status.

8. **INTEREST**

8.1 *Interest Rate*

- (a) Interest on the Series 1 Bonds shall accrue at the Interest Rate of Series 1 Bonds and be payable [semi-annually] in arrears on each Interest Payment Date. Such interest shall be calculated on the outstanding principal amount of the Series 1 Bonds.
- (b) Interest on the Series 2 Bonds shall accrue at the Interest Rate of Series 2 Bonds and be payable [semi-annually] in arrears on each Interest Payment Date. Such interest shall be calculated on the outstanding principal amount of the Series 2 Bonds.

8.2 *Interest Calculation*

The amount of interest payable in respect of any Bond for any Interest Period shall be calculated by multiplying the product of the principal amount outstanding on each unit of the Bonds as at the first day of such Interest Period and the relevant Interest Rate by the number of days in respect of that Interest Period and dividing by 365 (three hundred and sixty-five), and rounding the resulting figure to 6 (six) decimal places (in case the seventh decimal place is equivalent to or more than 5 (five), the 6th (sixth) decimal place shall be rounded up one decimal).

8.3 *Default Interest*

Upon a default on any payment by the Issuer under these Conditions, the relevant Default Interest Rate shall be charged on any unpaid amount of principal from the due date until the date on which the Issuer makes a full payment, irrespective of whether or not the Bondholders' Representative has notified the Issuer or declared default as specified in Condition 13.2.

9. PAYMENTS OF PRINCIPAL AND INTEREST

9.1 *Principal Payment*

The Issuer shall fully repay the principal amount of each of the Series 1 Bonds and the Series 2 Bonds, respectively on the Maturity Date of Series 1 Bonds and the Maturity Date of Series 2 Bonds.

9.2 *Interest Payments*

Interest on the Bonds shall be payable in arrears to each Bondholder on each Interest Payment Date. The first Interest Payment Date shall be 30 September 2011 and the last Interest Payment Date in respect of the Series 1 Bonds shall be the Maturity Date of Series 1 Bonds, and, in respect of the Series 2 Bonds, shall be the Maturity Date of Series 2 Bonds.

9.3 *Non-Business Days*

If any payment date under these Conditions (including, but not limited to the Maturity Date and the Interest Payment Date) falls on a day that is not a Business Day, the relevant amount due and payable shall be paid on the next Business Day (and no interest shall be calculated with respect to any such postponement except for the final Interest Payment Date), with the same force and effect as if made on the original payment date. In respect of the final Interest Payment Date, interest shall accrue in accordance with these Conditions until, but excluding, the actual date of payment.

9.4 *Payment Methods*

- (a) *Interest Payment:* Interest due on any Interest Payment Date will be payable by the Issuer through the Registrar to the Bondholders whose names appear in the Register Book on the relevant Record Date or, with respect to persons whose Bonds are deposited with TSD, the persons whose names appear on the list of the owners of the Bonds maintained by TSD. Payments of interest on each Bond will be made to the Bondholder by means of: (i) a Baht crossed cheque marked "A/C Payee Only" drawn on a bank in Bangkok in the name of the Bondholder mailed to the address of the relevant Bondholder appearing on the Register Book; or (ii) transfer to the bank account of the Bondholders in Thailand as informed in the subscription form or in writing by the Bondholders to the Registrar at least [15 (fifteen) Business Days] prior to the relevant Interest Payment Date; or (iii) such other method as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar; *provided that* payment of interest with respect to the final Interest Payment Date may only be made upon the surrender of the Bond Certificates (except for the Bonds deposited with TSD) at the principal office of the Registrar. A Bondholder

whose Bonds are not deposited with TSD may surrender its Bond Certificate on or prior to the Maturity Date, in which case the Registrar shall issue to such Bondholder a receipt or written evidence of such Bond Certificate being duly surrendered.

- (b) *Principal Payment:* Principal due on the Maturity Date will be payable by the Issuer through the Registrar to the Bondholders whose names appear in the Register Book on the relevant Record Date or, with respect to persons whose Bonds are deposited with TSD, the persons whose names appear on the list of owners of the Bonds maintained by TSD. Payments of principal on each Bond will be made to the Bondholder by means of: (i) a Baht crossed cheque marked "A/C Payee Only" drawn on a bank in Bangkok in the name of the Bondholder mailed to the address of the relevant Bondholder appearing on the Register Book; or (ii) transferring to the bank account of the Bondholders in Thailand as informed in the subscription form or in writing by the Bondholders to the Registrar at least [15 (fifteen) Business Days] prior to the Maturity Date; or (iii) such other method as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar; *provided that* such principal repayment on the Maturity Date may only be made upon surrender of the Bond Certificates (except for the Bonds deposited with TSD) at the principal office of the Registrar. A Bondholder whose Bonds are not deposited with TSD may surrender its Bond Certificate on or prior to the Maturity Date, in which case the Registrar shall issue to such Bondholder a receipt or written evidence of such Bond Certificate being duly surrendered.

9.5 *Distribution of payments*

All principal, interest and any other amounts received from the Issuer by the Bondholders' Representative under the Bonds shall be applied in the following order of priority:

- (a) firstly, the payment of all costs, expenses and liabilities incurred by the Bondholders' Representative in performing its duties and obligations in respect of the Bonds, including (but not limited to) the enforcement of these Conditions, in accordance with the Bondholders' Representative Appointment Agreement;
- (b) secondly, the remuneration of the Bondholders' Representative pursuant to the Bondholders' Representative Appointment Agreement;
- (c) thirdly, the interest of the Bonds accrued and unpaid up to the date of payment;
- (d) fourthly, the outstanding amount of the principal of the Bonds; and

- (e) finally, the balance (if any) to be paid to the Issuer without unreasonable delay.

10. REDEMPTION AND REPURCHASE OF BONDS

10.1 *Redemption*

Unless previously redeemed, purchased or cancelled, each of the Series 1 Bonds and the Series 2 Bonds will be redeemed at their outstanding principal amount, respectively on the Maturity Date of Series 1 Bonds and the Maturity Date of Series 2 Bonds as specified in Condition 9.4(b), together with interest accrued thereon up to (but excluding) the relevant Maturity Date.

10.2 *Purchase by the Issuer*

The Issuer may at any time purchase the Bonds in any open market or otherwise and at any price. If the Issuer makes a general tender offer to buy back the Bonds, the Issuer must buy back the Bonds from all the Bondholders who have tendered their intention to sell the Bonds, on a pro rata basis.

10.3 *Cancellation*

Bonds that are redeemed or purchased by the Issuer must be cancelled and may not be re-issued or resold. The Issuer must inform the Registrar of the Bonds purchased by it so that the Registrar shall cancel such Bonds. The Issuer will also file a report on the buy-back of the Bonds by it to TBMA and the SEC as required by applicable laws and regulations.

10.4 *Redemption for Taxation Reasons*

- (a) Subject to Condition 10.4(b) below, if the Issuer, on the occasion of the next payment due in respect of the Bonds, would be required by Netherlands law to withhold or account for tax in respect of the Bonds, then the Issuer shall forthwith give notice of such circumstances to Bondholders. In such event, the Issuer may, but shall not be obliged to, on giving not more than 30 nor less than 15 day's notice to the Bondholders, and upon expiry of such notice, redeem all but not some of the Bonds at their [outstanding principal amount together with interest accrued thereon to (but excluding) the redemption date.

Notwithstanding the foregoing, if any of the taxes referred to above arises (i) by reason of any Bondholder's connection with The Netherlands otherwise than by reason only of the holding of any Bond or receiving or being entitled to principal or interest in respect thereof; or (ii) by reason of the failure by the relevant Bondholder to comply with any applicable procedures required to established non-residence or other similar claim for exemption from such tax, then to the extent it is able to do so, the Issuer

shall deduct such taxes from the amounts payable to such Bondholder and all other Bondholders shall receive the due amounts payable to them.

- (b) Prior to the lapse of 3 (three) years from the Issue Date, the Issuer will not be entitled to exercise the redemption option as specified in Condition 10.4 (a) above in accordance with the MOF Notification unless the MOF Notification is amended to permit such early redemption or a specific waiver or approval to redeem the Bonds early is granted to the Issuer by the Ministry of Finance of Thailand.

11. **TAXATION**

11.1 Notwithstanding Condition 11.2 below, payment under the Bonds will be subject to withholding tax in Thailand and the Issuer will not be required to gross-up such Thai withholding tax.

11.2 Subject to Condition 11.1 above, all payments of principal and interest in respect of the Bonds by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties 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 Bondholders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Bonds, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Bond if any of the taxes referred to above arises:

- (a) by reason of any Bondholder's connection with The Netherlands otherwise than by reason only of the holding of any Bond or receiving or being entitled to principal or interest in respect thereof; or
- (b) by reason of the failure by the relevant Bondholder to comply with any applicable procedures required to establish non-residence or other similar claim for exemption from such tax.

12. **PRESCRIPTION**

Claims in respect of the principal and interest in respect of the Bonds shall become unenforceable unless the Bonds are presented for payment within a period of 10 (ten) years from the relevant payment date in the case of principal and 5 (five) years from the relevant payment date in the case of interest.

13. EVENTS OF DEFAULT

13.1 If any of the following events occurs and is continuing (each, an "**Event of Default**"), the Bondholders' Representative shall deliver a default notice to the Issuer in compliance with, and subject to, Condition 13.2 below:

- (a) default is made for more than 30 days in the payment of interest or principal in respect of the Bonds; or
- (b) the Issuer fails to perform or observe any of its other obligations under the Bonds or these Conditions and such failure has continued for period of 60 (sixty) days next following the service on the Issuer of notice requiring the same to be remedied; or
- (c) the Issuer is declared bankrupt, or the Issuer is granted a moratorium (*surseance van betaling*) or a declaration in respect of the Issuer is made to apply the emergency regulation (*noodregeling*) under Chapter 3, Section 3.5.5.1 of the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*); or
- (d) 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, the terms of which merger, consolidation or combination (A) have the effect of the emerging or such other surviving company assuming all obligations contracted by the Issuer in connection with the Bonds or (B) have previously been approved by a resolution of Bondholders' meeting.

13.2 If any Event of Default occurs and is continuing, and if

- (a) the Bondholders' Representative deems appropriate; or
- (b) the Bondholders' Representative has received a written demand from any one or more of the Bondholders together holding at least 25 (twenty-five) per cent. of the total outstanding principal amount of the Bonds; or
- (c) the Bondholders' Representative has received a resolution of the Bondholders' meeting in accordance with Condition 14; or
- (d) any of the Events of Default under Conditions 13.1(a), 13.1(c) or 13.1(d) has occurred,

the Bondholders' Representative shall deliver a default notice to the Issuer informing the Issuer of the occurrence of such Event of Default, declaring the Bonds to be immediately due and payable and demanding payment of all outstanding principal amounts under the Bonds together with interest accrued thereon until (but excluding) the date of repayment. If the Issuer defaults in

making a payment under any Bond to any Bondholder, if otherwise not apparent or clearly proven to the contrary, it shall be presumed that such defaults in payment have occurred to all the Bonds.

13.3 After the Bondholders' Representative has delivered the default notice pursuant to Condition 13.2,

- (a) the Bondholders' Representative shall take any actions to cause the Issuer to repay all the debts under the Bonds without further notice. Such actions include filing a lawsuit against the Issuer in so far as legally possible; and
- (b) each Bondholder shall be entitled to take legal action directly against the Issuer in order to enforce the debt owed to it pursuant to the Bonds if the Issuer has not made the payment to such Bondholder and the Bondholders' Representative has not instituted any proceedings against the Issuer within 14 (fourteen) days from the date of the default notice to the Issuer in accordance with Condition 13.2.

14. **MEETINGS OF BONDHOLDERS**

14.1 The Issuer or the Bondholders' Representative shall be entitled to call a Bondholders' meeting at any time. The Bondholders' Representative shall promptly convene a Bondholders' meeting:

- (a) within 30 (thirty) days from its receipt of a written request from one or more Bondholder(s) together holding not less than 25 (twenty-five) per cent. of the total outstanding principal amount of the Bonds; or
- (b) as soon as possible after the Bondholders' Representative has become aware of an occurrence of any of the following events:
 - (i) an Event of Default has occurred and no default notice has been sent to the Issuer as specified in Condition 13.2;
 - (ii) a proposal to amend material terms of these Conditions has been made pursuant to Condition 17.1;
 - (iii) an appointment of a new Bondholders' Representative is required except in the case where the Issuer has sent a notice to the Bondholders requesting their approval for the appointment of the new Bondholders' Representative pursuant to Condition 16.3 (b); or
 - (iv) there is any significant event that the Bondholders' Representative, or any one or more of the Bondholders together holding not less than 25 (twenty-five) per cent. of the total outstanding principal amount of the Bonds (by a written notice to the Bondholders' Representative), deem that it may adversely affect the Bondholders'

interest or the ability of the Issuer to comply with its obligations under these Conditions.

14.2 A resolution duly passed at a duly convened meeting of the Bondholders shall be binding upon all Bondholders, whether or not present at the meeting. The rules and procedures for convening and conducting a meeting of the Bondholders are as set out in Annex B to these Conditions.

[14.3 The Bondholders' Representative may adopt a resolution without holding a Bondholders' meeting if Bondholders approve the action by placing their signatures on a copy of the text of the resolution (the "**Circular Meeting**"). Any such resolution shall be effective and duly bind all the Bondholders (regardless of whether or not a Bondholder has executed or accepted such resolution) when it has been signed by the Bondholders holding the aggregate number of votes required to pass such resolution in accordance with Clause 6 of Annex B to these Conditions, provided that the counting of the number of votes is based on the total outstanding amount of the Bonds. The duly signed copy or copies of the resolution shall be delivered to the Bondholders' Representative within a reasonable period of time as determined by the Bondholders' Representative and placed in the minutes of the Bondholders' meeting with a copy to the Registrar and the Issuer.]

14.4 A meeting of Bondholders pursuant to these Conditions (including the Circular Meeting) shall be joint meeting of the Bondholders of all the Series 1 Bonds and the Series 2 Bonds whereby a number of quorum and vote shall be calculated based on the aggregate number of the Series 1 Bonds and the Series 2 Bonds, provided that (i) if any issue or agenda put to vote in the meeting (in the case where the meeting consider various agendas) would specifically affect only Bondholders of either of the Series 1 Bonds or the Series 2 Bonds, the calculation and counting of the number of quorum and vote shall be made only in respect of the Bondholders of each relevant series of Bonds; and (ii) if all the agendas to be considered in any meeting would affect only Bondholders of either of the Series 1 Bonds or the Series 2 Bonds, only such relevant Bondholders shall be called to attend the meeting or pass a written resolution for the Circular Meeting (as specified in Condition 14.3 above).

14.5 The Issuer shall be responsible for all reasonable costs and expenses incurred in connection with the convening and holding of any meeting of the Bondholders.

15. **POWERS, DUTIES AND RESPONSIBILITIES OF THE BONDHOLDERS' REPRESENTATIVE**

15.1 The Bondholders' Representative shall act in good faith and shall be bound to exercise the degree of care usually required from a person performing the business of the Bondholders' Representative. The Bondholders' Representative

shall not be responsible to the Bondholders for any damages arising from the performance or non-performance of its obligations, except those arising from wilful misconduct, gross negligence and/or bad faith in the performance of its obligations as provided in these Conditions, in the Bondholders' Representative Appointment Agreement or in any applicable law.

15.2 The Bondholders' Representative shall duly perform and comply with its powers and duties which are prescribed by the relevant laws and the SEC regulations as powers and duties of a representative of Bondholders appointed by virtue of the SEC's notification and as specified in the Bondholders' Representative Appointment Agreement, including those powers and duties under these Conditions. The Bondholders' Representative's powers, duties and responsibilities include (but are not limited to) the following:

- (a) to act in accordance with these Conditions and the Bondholders' Representative Appointment Agreement and in the case where the Bondholders' Representative has the right to exercise its discretion to act under these Conditions, the Bondholders' Representative may at liberty use its discretion by upholding the interest of the Bondholders as the main objective;
- (b) to enter into an agreement with the Issuer in respect of the following matters without having to first obtain consent from a meeting of the Bondholders:
 - (i) amending or modifying these Conditions and/or any agreement relating to the Bonds in any respect that the Bondholders' Representative deems to be beneficial to the Bondholders or in a manner that would not prejudice the Bondholder's rights;
 - (ii) amending or modifying these Conditions and/or any agreement relating to the Bonds in order to correct any manifest errors or to ensure they are in line with the relevant law and regulations, provided that such amendments or modifications shall not adversely affect the rights of the Bondholders under such documents; and
 - (iii) providing a waiver or exemption in respect of any event specified in Condition 13.1 at any time which must proceed in accordance with Condition 13.2 if the Bondholders' Representative considers that such waiver or exemption is appropriate, taking into account the interest of the Bondholders as its main concern;
- (c) to monitor the Issuer's and compliance with, and performance of, its obligations under these Conditions;

- (d) to receive and keep in custody the original documents and assets including security (if any) which the Bondholders' Representative must receive or hold for the benefit of all Bondholders in connection with the performance of its duties under these Conditions and the Bonds;
- (e) to convene meetings of Bondholders as required under these Conditions and to attend all meetings of the Bondholders and to give its opinions to the meetings on suitable courses of action in cases where the Issuer fails to comply with these Conditions or in other cases which are or might be prejudicial to the interests of the Bondholders;
- (f) to promptly make a report to the Bondholders on important matters which have been carried out pursuant to the powers and duties of the Bondholders' Representative;
- (g) to facilitate the inspection by the Bondholders, at the principal office of the Bondholders' Representative during its normal office hours, of copies of the financial statements, these Conditions, the Bondholders' Representative Appointment Agreement and the Registrar Appointment Agreement and other reports provided by the Issuer to the Bondholders' Representative; and
- (h) in the event that the Bondholders' Representative is for any reason disqualified from acting in its capacity as Bondholders' Representative, to immediately inform the Issuer in writing of such disqualification.

15.3 The Bondholders' Representative shall perform its duties and obligations in good faith for the interest and benefit of the Bondholders in accordance with these Conditions, the Bondholders' Representative Appointment Agreement and all applicable laws. The Bondholders' Representative shall not be liable to any person for damages arising from its acts in reliance upon affidavits issued by authorised directors of the Issuer, or opinions, recommendations or information supplied by experts given specifically to the Bondholders' Representative, if the Bondholders' Representative acts in good faith with such level of duty and care as can be expected from a professional entity acting as a bondholders' representative.

15.4 Any amendment or modification of the Bondholders' Representative Appointment Agreement which may adversely affect any interest and benefit of the Bondholders must be approved in advance by a meeting of the Bondholders.

16. **APPOINTMENT AND REMOVAL OF THE BONDHOLDERS' REPRESENTATIVE**

16.1 The Issuer has appointed CIMB Thai Bank Public Company Limited to act as a representative of the Bondholders, in full compliance with all applicable laws as

well as the Notification of the Securities and Exchange Commission No. TorJor. 37/2552 dated 3 August 2009 (as amended) and any other relevant laws and regulations concerning qualifications of a bondholders' representative. The Bondholders' Representative has been approved by the SEC and other relevant authorities to perform its duties and functions as a representative of the Bondholders, as required by applicable laws and regulations. The Bondholders are deemed to have accepted and consented to the Issuer's appointment of CIMB Thai Bank Public Company Limited as the Bondholders' Representative pursuant to the terms of the Bondholders' Representative Appointment Agreement and to ratify any action the Bondholders' Representative may have done for or on behalf of the Bondholders prior to and after the subscription or accepting the transfer of the Bonds.

16.2 Removal of the Bondholders' Representative is required under the following circumstances:

- (a) the Bondholders' Representative becomes disqualified to act as a representative of Bondholders and fails to rectify the event of such disqualification within 60 (sixty) days from the date of the disqualification;
- (b) A Bondholders' meeting passes a resolution to terminate the appointment of the Bondholders' Representative due to its negligent performance or failure to perform its duties;
- (c) the Bondholders' Representative is in breach of any provision of the Bondholders' Representative Appointment Agreement or these Conditions and such breach has not been remedied within 30 (thirty) days from the date the Issuer or any one or more of the Bondholders holding together at least 25 (twenty-five) per cent. of the total outstanding principal amount of the Bonds sends a written notice to the Bondholders' Representative demanding such remedy; and
- (d) the appointment of the Bondholders' Representative is terminated in accordance with the Bondholders' Representative Appointment Agreement.

16.3 In case of a removal of the Bondholders' Representative, the Bondholders' Representative or the Issuer shall proceed in accordance with either of the following:

- (a) call a meeting of the Bondholders to approve the appointment of a new Bondholders' Representative; or
- (b) issue a notice to all Bondholders requesting approval for the appointment of the new Bondholders' Representative, and if such request is not rejected

in writing by Bondholders holding more than 10 (ten) per cent. of the total outstanding principal amount of the Bonds within 30 (thirty) days from the date of such notice, it shall be deemed that all Bondholders approve the appointment of the new Bondholders' Representative.

- 16.4 The existing Bondholders' Representative shall in any event continue to perform its duties and functions in order to protect the Bondholders' interests under these Conditions until the new Bondholders' Representative is legally appointed in accordance with these Conditions, applicable laws and regulations.
- 16.5 If the Bondholders' Representative is replaced, the Issuer and/or the new Bondholders' Representative, as the case may be, shall, if required by applicable laws and regulations, apply for approval from the SEC. After the Issuer has appointed the new Bondholders' Representative, the Issuer shall notify each Bondholder in writing of such appointment within 30 (thirty) days from the date thereof and the Bondholders' Representative who has been terminated shall promptly hand over all assets, information and documents currently held by it to the new Bondholders' Representative and shall fully co-operate with the new Bondholders' Representative so as to ensure an orderly transition and the proper performance and assumption of duties by the new Bondholders' Representative.

17. **AMENDMENT TO THESE CONDITIONS**

- 17.1 Except as specified in Condition 15.2 (b) (i) and (ii), any amendment to these Conditions requires the approval of the Issuer and the Bondholders' meeting in accordance with Annex B to these Conditions.
- 17.2 The Issuer shall deliver the amended Conditions to the Registrar and the Bondholders' Representative and shall cause the Registrar or the Bondholders' Representative to deliver copies of such amended Conditions and other relating document(s) (if any) to the SEC and TBMA within 15 (fifteen) days from the effective date of such amendment and to the Bondholders upon written request.

18. **REPLACEMENT OF BOND CERTIFICATES**

If a Bond Certificate is lost, stolen, mutilated, defaced, destroyed or damaged in any manner, the relevant Bondholder whose name appears in the Register Book shall be entitled to request that the Registrar issue a replacement certificate, subject to the payment of reasonable fees and expenses to the Registrar for the replacement certificate and the delivery of relevant documents reasonably required by the Registrar. Mutilated or defaced Bond Certificates must be surrendered before replacements will be issued. The Registrar shall issue a replacement Bond Certificate to the Bondholder within 10 (ten) Business Days from the date of the Registrar's receipt of the request and other documents required by it and the Registrar shall record in the Register Book the cancelled Bond Certificates.

19. NOTICES

19.1 Notices to Bondholders and the Bondholders' Representative

- (a) Notices to Bondholders will be deemed to be validly given if sent by registered mail (or the equivalent) or (if posted to an overseas address) by airmail to the address of the Bondholder specified in the Register Book or, with respect to persons whose Bonds are deposited with TSD, to the address specified by TSD for such Bondholder, and will be deemed to have been validly given on the third day after the date it is mailed or, if posted from a country other than that of the addressee, on the seventh day after the date it is posted; and
- (b) Notices to the Bondholders' Representative shall be validly given if sent to the address or fax number of the Bondholders' Representative specified in the Bondholders' Representative Appointment Agreement.

19.2 Neither the failure to give notice nor any defect in any notice given to any particular Bondholder shall affect the sufficiency of any notice with respect to other Bondholders.

19.3 Notices to the Issuer and the Registrar

- (a) Notices to the Registrar shall be validly given if sent to the address or fax number of the Registrar specified in the Registrar Appointment Agreement;
- (b) Notices to the Issuer shall be validly given if sent to the address or fax number of the Issuer as specified below (or as otherwise notified from time to time to the Bondholders' Representative and the Registrar):

THE ISSUER

ING Bank N.V.

Address: Bijlmerplein 888
 1102 MG Amsterdam Zuidoost
 The Netherlands

Telephone: +[●]

Facsimile: +[●]

Attention: [●]

THE ISSUER'S CONTACT PERSON

ING Bank N.V., Thailand Representative Office

Address: 8/F Sindhorn Tower 1,
130-132 Wireless Road,
Lumpini, Pathumwan,
Bangkok 10330
Thailand

Telephone: +66 2263 3200

Facsimile: +66 2263 2879

Attention: General Manager

- (c) Notice to the Issuer may be sent by regular mail, by registered mail, by fax or by hand delivery. Any communication made or delivered by one person to another under these Conditions will only be effective:
- (i) if sent by fax, when a transmission report showing the successful transmission of the facsimile is received by the sender;
 - (ii) if sent by letter, when received;
 - (iii) if sent by post, 7 (seven) Business Days after the dispatch; or
 - (iv) if sent by courier, 48 (forty-eight) hours from the date of delivery to the courier service.

19.4 *Language*

All notices and communications to be made to the Issuer in relation to the Bonds and these Conditions shall be made in English language, unless as otherwise required under the applicable laws or any other agreement, in which case an English translation thereof shall be provided to the Issuer.

20. **THE ISSUER'S CONTACT PERSON IN THAILAND**

The Issuer has appointed ING Bank N.V., Thailand Representative Office, whose address is specified in Condition 19.3(b) (the "**Issuer's Contact Person**") as its contact person in Thailand for the purposes of (i) receiving writs, summons, letters, orders or any other documents relating to the Bonds in Thailand on behalf of the Issuer; and (ii) contacting with relevant governmental authorities relating the issue and offer of the Bonds in Thailand on behalf of the Issuer. If for any reason the Issuer has changed the Issuer's Contact Person, the Issuer must forthwith appoint a new Issuer's Contact Person in Thailand and inform the Bondholders' Representative and the Registrar, without delay, of the appointment of such new Issuer's Contact Person.

21. CURRENCY INDEMNITY

21.1 The Issuer shall make payment in respect of any sum payable under these Conditions in Baht. If any sum is due from the Issuer under these Conditions or payment of damages in respect thereof (a "**Sum**"), or any order, judgment or award given or made in any jurisdiction in relation to a Sum, has to be converted from Baht (the "**First Currency**") in which that Sum is payable into another currency for the purpose of:

- (a) making or filing a claim or proof against the Issuer, including the winding-up of the Issuer or otherwise;
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Issuer shall as an independent obligation, within 3 (three) Business Days of demand, indemnify each Bondholder or the Bondholders' Representative to whom that Sum is payable against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into such another currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

21.2 The indemnity specified under this Condition 21 shall constitute separate and independent obligations from the other obligations contained herein, shall give rise to a separate and independent cause of action, and shall apply irrespective of any indulgence granted by any Bondholder from time to time, and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum or sums in respect of amounts due hereunder or under any such judgment or order, to the fullest extent permitted by applicable laws.

22. GOVERNING LAW AND JURISDICTION

22.1 These Conditions and the Bonds shall be governed by and construed in accordance with the laws of Thailand. To the extent of discrepancy or inconsistency between any provision of these Conditions and any laws or notifications applicable to the Bonds, the provisions of such laws or notifications applicable to the Bonds shall supersede only the parts of these Conditions which give rise to such discrepancy or inconsistency.

22.2 The Issuer agrees that any legal action arising out of or relating to these Conditions may be brought in the courts of Thailand and submits to the non-exclusive jurisdiction of such courts.

22.3 Nothing in these Conditions shall limit the right of the Bondholders' Representative and/or the Bondholders to commence any legal action against the Issuer and/or its assets in any other jurisdiction or to serve process in any manner

permitted by law, and the taking of proceedings in any jurisdiction shall, to the full extent permitted by applicable laws of the relevant jurisdictions, not preclude the Bondholders' Representative and/or the Bondholders from taking proceedings in any other jurisdiction whether concurrently or not.

- 22.4 In the case where the Issuer has acquired or will subsequently acquire immunity from the proceedings in respect of itself or its property, the Issuer shall have waived such immunity, except immunity in respect of its property used for diplomatic or consular missions, property of a military nature, and property located in its territory and dedicated to a public or governmental use as distinguished from the property dedicated to commercial use.

These Conditions are made on [29] March 2011, and shall be effective from the Issue Date.

ING BANK N.V.

as Issuer

By: _____
(_____)
Authorized Signatory

ANNEX A
BOND CERTIFICATE

(Form of Bond Certificate)

ใบหุ้นกู้ชนิดระบุชื่อผู้ถือ ประเภทไม่ด้อยสิทธิ ไม่มีประกัน และมีผู้แทนผู้ถือหุ้นกู้ /
Certificate of name registered, unsecured, unsubordinated bonds
with a Bondholders' Representative

เลขทะเบียนบริษัท 33031431
Company Registration No. 33031431
จดทะเบียนเมื่อวันที่ 12 November 1927
Registered on 12 November 1927



ING BANK N.V.

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

CERTIFICATE OF THE BONDS OF ING BANK N.V. NO. 1/2554 SERIES [●] DUE B.E. [●] ([●])

Issue Date: [●] 2011 Maturity Date: [●] Term: [●] years Nominal Amount: Baht 1,000 each Total Offering Amount: [●] Units Total Issue Size: Baht [●]
Interest Rate: [●] percent per annum Payable: [semi-annually] Paid by (i) account-payee-only cheque sent by mail to the Bondholder; or (ii) wire transfer to the Bondholders' bank accounts in Thailand, according to the procedures and conditions set forth in paragraph 2.3 on the reverse side of this Bond Certificate.

ING Bank N.V. (the "Issuer") will redeem "The Bonds of ING Bank N.V. No. 1/2554 Series [●] Due B.E. [●] ([●])" (the "Bonds") on the Maturity Date which is [●] by: (i) issuing account-payee-only cheque in the name of the Bondholder; or (ii) transferring principal payment to the Bondholders' bank accounts in Thailand, according to the procedures and conditions set forth in paragraph 2.3 on the reverse side of this Bond Certificate.

Name of Bondholder [●]
Bondholder Registration No. [●] No. of Bonds (Units) [●] Bond Certificate No. [●]
Issue Date of the Bond Certificate [●] Total Principal Amount (Baht) [●]

This Bond Certificate is subject to the Terms and Conditions of the Bonds dated [●] 2011 (as amended) (the "Terms and Conditions") submitted to the Office of the Securities and Exchange Commission.

The Bonds 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.

Authorized signatory / Registrar

Unless otherwise specified in this Bond Certificate, the defined terms used in this Bond Certificate shall have the meaning given to them in the Terms and Conditions.

Summary of key terms relating to the payments and redemption of the Bonds:

1. The Bonds are unsecured and unsubordinated with a Bondholders' Representative in the name-registered Bond Certificate.
 Bondholders' Representative: CIMB Thai Bank Public Company Limited
 Registrar: Thailand Securities Depository Company Limited ("TSD")
2. Interest calculation period and procedures for interest payment and redemption of the Bonds:
 - 2.1 Interest shall be payable [semi-annually] and shall be paid on [●] and on [●] of each year throughout the term of the Bonds and the first payment of interest shall be made on [●] 2011. If the Interest Payment Date is not a Business Day, such payment shall be made on the following Business Day.
 - 2.2 The Issuer shall redeem the Bonds on the Maturity Date by making payments of all outstanding principal under the Bonds and the final interest. If the Maturity Date is not a Business Day, such payment shall be made on the following Business Day.
 - 2.3 The Issuer shall pay interest in each installment (as specified in paragraph 2.1 above) and principal (as specified in paragraph 2.2 above) to the Bondholders by: (i) a Baht crossed check marked "A/C Payee Only" drawn on a bank in Bangkok in the name of the Bondholder mailed to the address of the relevant Bondholder; (ii) transferring the interest payment to the bank accounts of the Bondholders in Thailand as informed in the subscription form or in writing by the Bondholders to the Registrar at least [15 (fifteen) Business Days] prior to the relevant Interest Payment Date; or (iii) such other way as may be agreed from time to time by the Issuer, the Bondholders' Representative and the Registrar. In this regard, for the principal repayment and the final interest payment, the Issuer shall not be required to make such payments until the Bondholders whose Bonds are not deposited with TSD have surrendered the Bond Certificate at the principal office of the Registrar. Such Bondholders may surrender the Bond Certificate prior to the payment date and the Registrar shall issue a written acknowledgement of receipt thereof as evidence.
3. The closure of the Register Book
 The Issuer shall cause the Registrar to close the Register Book for one day on the 14th day prior to the interest payment date, the maturity date or the meeting date of the Bondholders or any other date for any other purpose as specified in the Terms and Conditions in order to suspend the transfer of the Bonds for the purpose of determining the rights of the Bondholders. If the closure date of the Register Book is not a Business Day, the Register Book shall be closed on the following Business Day.
4. Other details and conditions are as specified in the Terms and Conditions.

Please read	(1) An applicant for the registration of a Bond transfer must complete the Bond transfer registration form for each transfer, and deliver such form to the Registrar. (2) For the first transferee of the Bonds from the Bondholder whose name appears on the front of this Bond Certificate, a certified copy of the affidavit issued by the Ministry of Commerce which is not more than 1 (one) year old and (a) certified copy(ies) of the I.D. card of the authorised person(s) must be submitted together with this Bond Certificate. (3) When a transferee wishes to transfer the Bonds, such transferee must affix exactly the same signature as when he acquires the transfer of such Bonds. Any change of authorised signatory(ies) must be substantiated by the documents referred to in item (2) above.
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Signature of Transferor	Signature of Transferee (who wishes to have his name entered in the Register Book)		Authorised Signature of the Registrar with the seal of the Registrar/Issuer (if any)
	Full Name of Transferee in Block Letters		
1 Signature of Transferor	(Signature of Transferee)		
	(Block Letters)		
2 Signature of Transferor	Signature of Transferee)		
	(Block Letters)		
3 Signature of Transferor	(Signature of Transferee)		
	(Block Letters)		

ANNEX B

REQUIREMENTS FOR THE MEETING OF BONDHOLDERS

1. Calling Meetings

The Issuer or the Bondholders' Representative may call a meeting of the Bondholders by requesting the Registrar to send notice of the meeting by registered mail to the Bondholders and the Issuer or the Bondholders' Representative (who is not the person calling for the meeting) at least 7 (seven) days (excluding the date of delivery of such notice of the meeting and the meeting date) prior to the proposed meeting date. Such notice shall be in the English and Thai languages and shall specify the date, time and place for the meeting, the agenda of the meeting and the identity of the party calling the meeting. The Registrar shall deliver notice of the meeting to all Bondholders whose names and addresses appear in the Register Book on the Record Date.

2. Eligibility to Attend Meetings

The following persons are eligible to attend each meeting of the Bondholders:

- (a) the Bondholders, the Issuer and the Bondholders' Representative;
- (b) the Bondholders may appoint another Bondholder(s) or any person ("**Proxy**") to attend the meeting and vote on their behalf, by executing a written proxy appointment in the form as set out by the Registrar, available at the principal office of the Registrar, provided that the original proxy form and the notice calling the meeting must be submitted to the Registrar prior to the time scheduled for the meeting;
- (c) on the request of the Issuer and/or the Bondholders' Representative, financial advisors, legal advisors or other persons involved with the matters to be discussed at the meeting; and
- (d) any person permitted by the chairman of the meeting to attend the meeting for observation.

3. Quorum Requirements

- 3.1 Except with respect to meetings of Bondholders convened to approve the matters set out in Clause 6.3 and Clause 6.4, a quorum of a meeting of Bondholders shall be constituted by the presence of at least two Bondholders holding in aggregate not less than 25 (twenty-five) per cent. of the outstanding Bonds.
- 3.2 If a meeting is adjourned due to the lack of a quorum as required by Clause 3.1, the quorum for a subsequent meeting shall be constituted by the presence of two

or more Bondholders, regardless of the aggregate number of Bonds held by them.

- 3.3 A quorum of a meeting of the Bondholders convened to consider the matters set out in Clause 6.3 shall be constituted by the presence of at least two Bondholders holding in aggregate not less than 50 (fifty) per cent. of the outstanding Bonds. If a meeting is adjourned due to the lack of a quorum as required by this Clause 3.3, the quorum for a subsequent meeting shall be constituted by the presence of at least two Bondholders holding in aggregate not less than 25 (twenty-five) per cent. of the outstanding Bonds.
- 3.4 A quorum of a meeting of the Bondholders convened to consider the matters set out in Clause 6.4 shall be constituted by the presence of at least two Bondholders holding in aggregate not less than 66 (sixty-six) per cent. of the outstanding Bonds. If a meeting is adjourned due to the lack of a quorum as required by this Clause 3.4, the quorum for a subsequent meeting shall be constituted by the presence of at least two Bondholders holding in aggregate not less than 33 (thirty-three) per cent. of the outstanding Bonds.

4. Chairman of the Meeting

The Bondholders' Representative or such person authorized by the Bondholders' Representative shall preside as chairman of the meeting. Should the chairman of the meeting be absent upon a lapse of 45 (forty-five) minutes from the time scheduled for the meeting, the meeting shall elect any Bondholder to preside over such meeting.

5. Adjournment of the Meeting

- 5.1 At any meeting of the Bondholders, upon a lapse of 45 (forty-five) minutes from the time scheduled for the meeting, should the number of the Bondholders attending the meeting remain insufficient to constitute a quorum, the chairman of the meeting shall adjourn the meeting as follows:
- (a) If the meeting was called by the Issuer or the Bondholders' Representative, the chairman of the meeting shall adjourn the meeting to the date, time and place as specified by the chairman. The date for the adjourned meeting shall not be less than 7 (seven) days but not more than 14 (fourteen) days from the previous meeting date, unless the Issuer and the Bondholders' Representative agree not to call another meeting. In addition, the matters to be considered and resolved at the adjourned meeting must be only those pending from the previous meeting;
 - (b) If the meeting was called by the Bondholders, no adjourned meeting shall be called as provided by paragraph (a) above; and

- (c) If the meeting was called due to the absence of a quorum at the previous meeting, no adjourned meeting shall be called as provided by paragraph (a) above.
- 5.2 The Registrar shall deliver the notice of any adjourned meeting to the Issuer, the Bondholders' Representative and the Bondholders who were sent notices of the previous meeting, not less than 3 (three) days prior to the adjourned meeting (excluding the date of the notice of the meeting and the meeting date). Such notice of the meeting shall specify the date, time and place for the meeting, the agenda of the meeting and quorum required for the adjourned meeting.

6. Resolutions of the Meeting

- 6.1 Resolutions on any matters by the meeting of the Bondholders shall be decided by a show of hands or casting of votes as selected by the chairman of the meeting. The votes held by each of the Bondholders will be equal to the number of Bonds held by them and one unit of Bonds shall be entitled to one vote. In the case of an equal vote, the chairman of the meeting shall have a decisive (casting) vote (for both a show of hands and secret ballot) in addition to the votes that the chairman of the meeting may be entitled to cast in his or her capacity as a Bondholder or a Proxy.
- 6.2 Resolutions of the meeting of the Bondholders on any matters other than those specified in Clauses 6.3 and 6.4 shall be decided by a majority of votes representing not less than 50 (fifty) percent of all votes of the Bondholders attending the meeting and casting their votes.
- 6.3 Resolutions of the meeting of the Bondholders on any of the following matters shall be decided by a majority of votes representing not less than 66 (sixty-six) percent of all votes of the Bondholders attending the meeting and casting their votes.
- (a) any amendment or waiver to the Conditions other than those matters specified in Clause 6.4; and
 - (b) any replacement of the Bondholders' Representative and the appointment of new Bondholders' Representative.
- 6.4 Resolutions of the meeting of the Bondholders on any of the following matters shall be decided by a majority of votes representing not less than 75 (seventy-five) per cent. of all votes of the Bondholders attending the meeting and casting their votes.
- (a) the repayment of Bonds by way of conversion of the Bonds into shares, other Bonds or other property of the Issuer or any person;

- (b) any amendment to the Maturity Date or the due date for any payment in respect of the Bonds;
- (c) any amendment to, reduction, cancellation, or change of the security, the amount of principal, interest and/or any other sum due or payable in respect of the Bonds;
- (d) a change of the currency of any payment to be made in respect of the Bonds;
- (e) any amendment to the requirements for the meeting of the Bondholders in relation to quorum (Clause 3) and resolutions of the meeting (Clause 6); and
- (f) any amendment to the Conditions to enable any actions relating to (a) to (e) above.

6.5 Any Bondholder that has any conflict of interest with respect to any matter to be decided at a meeting of Bondholders shall not be entitled to vote on such matter.

7. Minutes of the Meeting

Within 14 (fourteen) days after the date of the meeting of the Bondholders, the Bondholders' Representative shall prepare the minutes of the meeting. The chairman of the meeting shall certify such minutes as accurate and the Bondholders' Representative shall keep the original minutes and make copies available for inspection by the Bondholders at its principal office during normal business hours.