

SUPPLEMENT
TO THE PROSPECTUS FOR ADMISSION TO TRADING ON EURONEXT BRUSSELS
APPROVED BY THE FINANCIAL SERVICES AND MARKETS AUTHORITY ON 3
JULY 2012

EUR 1,293,500,000 Class A1 Mortgage-Backed Floating Rate Notes due 2047
Issue Price 100 per cent.

EUR 1,934,250,000 Class A2 Mortgage-Backed Floating Rate Notes due 2047
Issue Price 100 per cent.

EUR 461,250,000 Class B Mortgage-Backed Floating Rate Notes due 2047
Issue Price 100 per cent.

issued by

Belgian Lion NV / SA
(Institutionele VBS naar Belgisch recht / SIC institutionnelle de droit belge)
Acting through its Compartment Belgian Lion RMBS II

(a Belgian public limited liability company (*naamloze vennootschap / société anonyme*))

A prospectus (the "**Prospectus**") was approved by the Financial Services and Markets Authority ("**FSMA**") on 26 June 2012 pursuant to Article 23 of the Belgian Act of 16 June 2006 relating to the public offering of investment instruments and to the admission of investment instruments to trading on a regulated market ("*wet op de openbare aanbidding van beleggingsinstrumenten en de toelating van beleggingsinstrumenten tot de verhandeling op een gereguleerde markt / loi relative aux offres publiques d'instruments de placement et aux admissions d'instruments de placement à la négociation sur des marchés réglementés*", hereinafter the "**Prospectus Act**"). The Prospectus relates to the admission of the Notes issued by Belgian Lion NV / SA acting through its Compartment Belgian Lion RMBS II comprising the EUR 1,293,500,000 Class A1 Mortgage-Backed Floating Rate Notes due 2047, EUR 1,934,250,000 Class A2 Mortgage-Backed Floating Rate Notes due 2047 and EUR 461,250,000 Class B Mortgage-Backed Floating Rate Notes due 2047 on Euronext Brussels. Prior to admission to trading, there has been no public market for the Notes. The Notes will be issued on 5 July 2012 (the "**Closing Date**").

The Notes are only offered, directly or indirectly, to institutional or professional investors acting for their own account (the "**Institutional or Professional Investors**") referred to in Article 5 §3 of the Belgian Act of 20 July 2004 on certain forms of collective management of investment portfolios ("*wet betreffende bepaalde vormen van collectief beheer van beleggingsportefeuilles / loi relative à certaines formes de gestion collective de portefeuilles d'investissement*", hereinafter the "**UCITS Act**"). The Notes can only be subscribed to, acquired and held by Institutional or Professional Investors acting for their own account (as defined in this prospectus). The Issuer is not entitled to pay out interest on Notes of which it becomes aware that they are not held by Institutional or Professional Investors.

This supplement (the "**Supplement**") completes the Prospectus. The Supplement does not aim at substituting or summarising the Prospectus, whose provisions remain fully applicable to the extent that not expressly modified hereby. This Supplement must be read together with the Prospectus.

This Supplement was approved by the FSMA on 3 July 2012 pursuant to Article 34 of the Prospectus Act. This approval cannot be considered as a judgment as to the opportunity or the quality of the transaction (the "**Transaction**"), nor on the situation of the Issuer.

The Issuer accepts responsibility for the information contained in this Supplement. The Issuer declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Supplement is, to the best of his knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

To the extent that there is any inconsistency between any statement in, or incorporated by reference in, this Supplement and any other statement in, or incorporated by reference in, the Prospectus, the statements in this Supplement will prevail. Save as disclosed in this Supplement, no other significant new factor, material mistake or inaccuracy relating to information included in the Prospectus has arisen or been noted, as the case may be, since the publication of the Prospectus.

Unless the context otherwise requires, terms defined in the Prospectus shall have the same meaning when used in this Supplement. The Supplement will be available on the internet site http://www.ing.be/about/showdoc.jsp?docid=166151_en&menopt=pub|cps|blr and a copy of this document will be available free of charge at the registered office of the Issuer.

Manager and Arranger

ING Belgium NV / SA



Capitalised terms used in this Supplement, unless otherwise indicated, have the meanings set out in the Prospectus, unless otherwise defined in this Supplement. An index of defined terms in the Prospectus appears in Section 4 (Summary of the Transaction: The Transaction and the Transaction Parties) of the Prospectus. A reference to a "Condition" or the "Conditions" is a reference to a Condition or Conditions set out in the "Terms and Conditions" in Annex 1 to the Prospectus.

Any reference to any Act, Regulation, Directive, Royal Decree or any other regulation in this Supplement shall, save where the contrary is indicated or the context requires otherwise, be a reference to that Act, Regulation, Directive, Royal Decree or regulation as in force on the date of the Supplement.

1. APPROVAL OF THE SUPPLEMENT BY THE FSMA

This Supplement was approved by the FSMA on 3 July 2012, in accordance with Article 34 of the Prospectus Act. Such approval does not constitute an assessment of the appropriateness or the quality of the Transaction or of an investment in the Notes, nor of the situation of the Issuer.

In accordance with section 34 of the Prospectus Act, investors who have already accepted to buy or subscribe for the notes to which it relates, may withdraw their acceptance before the end of the period of 2 working days beginning with the first working day after the date on which the supplement was published.

2. AMENDMENTS TO THE PROSPECTUS

2.1 Amendment of the Closing Date

The cover page of the Prospectus relating to the Closing Date is amended as follows:

The Notes will be issued on or about 5 July 2012 (the *Closing Date*).

2.2 General amendments throughout the Prospectus

2.2.1 All references made in the Prospectus to a Quarterly Payment Date should be read as a reference to the 25th day of February, May, August and November in each year (or, if such day is not a Business Day, the next following Business Day, unless such day would fall in the next calendar month, in which case interest will be payable on the immediately preceding Business Day) commencing on the Quarterly Payment Date falling on 26 November 2012.

2.2.2 All references made in the Prospectus to the Final Redemption Date should be read as a reference to the Quarterly Payment Date falling in November 2047.

2.2.3 All references made in the Prospectus to the First Optional Redemption Date should be read as a reference to the Quarterly Payment Date falling in February 2015.

2.2.4 All references made in the Prospectus to the Mandatory Amortisation Date should be read as a reference to the Quarterly Payment Date falling in February 2015.

2.2.5 All references made in the Prospectus to a private credit view by DBRS should be read as a reference to a private rating assigned by DBRS.

2.3 Amendments to Section 1 (Risk Factors) of the Prospectus

Section 1.6.8 (Commingling Risk) is amended as follows:

“The Issuer's ability to make payments in respect of the Notes and to pay its operating and administrative expenses depends on funds being received from the Borrowers into the Collection Accounts and such funds subsequently being swept on a monthly basis by the Servicer to the Issuer's Transaction Account. In case of insolvency of the Seller, the recourse the Issuer would have against the Seller would be an unsecured claim against the insolvent estate of the Seller for collection moneys then standing to the credit of the Collection Accounts at such time. This risk is mitigated by (i) a monthly sweep of the cash representing the collection of moneys in respect of the Loans by the Servicer on behalf of the Issuer from the Collection Accounts to the Transaction Account, (ii) an undertaking of the Seller to (at its own discretion) *either* (a) shorten the maximum period during which amounts will be held in the Collection Accounts before being swept into the Transaction Account to two (2) Business Day or (b) constitute a reserve in a Commingling Reserve Account (See *Section 5.2.1 – Seller Cash Collection* and *Section 12.7.2 – Commingling Reserve Amount* below) after the occurrence of a downgrade of the credit ratings of ING Belgium NV/SA below the Minimum Ratings and (iii) a rating trigger on the long-term credit rating of ING Belgium NV/SA according to which a downgrade below Baa2 by Moody's and/or below BBB by DBRS constitutes a Notification Event.”

Section 1.7 (Rating of the Class A Notes) is completed with the following paragraph:

“In respect of counterparties that are subject to an undisclosed private rating only (and not to a public rating) by DBRS, the Issuer (or the Administrator on the Issuer's behalf) will not be in a position to independently monitor such rating but will be dependent on the information in respect of such private rating as is provided to it by the relevant counterparty. In accordance with the provisions of the Transaction Documents, each Party which in accordance with the Transaction Documents is, in the absence of a publicly available rating by DBRS, subject to a private rating, has undertaken to immediately notify the Issuer, the Administrator and the Security Agent, if such private rating does no longer meet the minimum requirements set out in the relevant Transaction Document.”

2.4 Amendments to Section 2 (Summary of the Transaction: Overview of the Features of the Notes) of the Prospectus

The table in Section 2 is completed as follows:

	Class A1	Class A2	Class B
ISIN	BE0002415876	BE0002416882	BE6239600750
Common Code	080055102	080059418	080051921

2.5 Amendments to Section 4 of the Prospectus

2.5.1 The paragraph defining *Reserve Account Excess* is amended as follows:

“The *Reserve Account Excess* means, on any date, the balance standing to the credit of the Reserve Account in excess of the Reserve Account Target Level on such date (if any). The Reserve Account Excess on any Quarterly Payment Date will be transferred to the Transaction Account and form part of the Interest Available Amount on such date.”

2.5.2 The paragraph defining *Reserve Account Target Level* is amended as follows:

“The *Reserve Account Target Level* means an amount equal to:

- (a) EUR 129,115,000; or
- (b) an amount at least equal to EUR 92,225,000 (but in any event not higher than EUR 129,115,000), if (i) a change of law has entered into effect dealing with the consequences of the assignment of a loan on a mortgage mandate as a result of which the benefit of the conversion of a mortgage mandate into a mortgage after the assignment of Loan Receivables, can be transferred to the assignee and (ii) the Administrator has given prior written notice of such change of law, including a legal opinion, to Moody’s and DBRS, and (iii) the Administrator has given prior written notice of the proposed reduced amount of the Reserve Account Target Level, which can not affect the rating of the Notes adversely, to be incorporated in the Transaction structure to Moody’s and DBRS, and (iv) Moody’s has confirmed that the then assigned rating to the Class A Notes will not be adversely affected as a result of such new reduced reserve Account Target Level; or
- (c) zero, upon redemption in full of the Class A Notes.”

2.5.3 The paragraph defining *Expenses Account* is amended as follows:

“On the First Quarterly Payment Date Interest Available Amount will be applied, to the extent available, at item (iv) of the Interest Priority of Payment in order to deposit an amount in an account

maintained with the GIC Provider (the *Expenses Account*) up to the Expenses Account Target Level.”

2.6 Amendment to Section 5 of the Prospectus

2.6.1 Section 5.2.2 (Collection Period) of the Prospectus is amended as follows:

“In respect of any relevant Quarterly Payment Date, the period from (and including) the first (1st) calendar day of the month in which the immediately preceding Quarterly Payment Date fell to (but excluding) the first (1st) calendar day of the month in which such relevant Quarterly Payment Date falls shall be the *Collection Period*, except for the first Collection Period which shall be, in relation to interest receipts, the period from (and including) the Closing Date to (but excluding) 1 November 2012 and, in relation to principal receipts, the period from (and including) 1 May 2012 to (but excluding) 1 November 2012.”

2.6.2 The paragraph defining *Reserve Account Excess* in Section 5.3.2 (Reserve Account) is amended as follows:

“The *Reserve Account Excess* means, on any date, the balance standing to the credit of the Reserve Account in excess of the Reserve Account Target Level on such date (if any). The Reserve Account Excess on any Quarterly Payment Date will be transferred to the Transaction Account and form part of the Interest Available Amount on such date.”

2.6.3 The paragraph defining *Reserve Account Target Level* in Section 5.3.2 (Reserve Account) is amended as follows:

“The *Reserve Account Target Level* means an amount equal to:

- (a) EUR 129,115,000; or
- (b) EUR 92,225,000 (but in any event not higher than EUR 129,115,000), if (i) a change of law has entered into effect dealing with the consequences of the assignment of a loan on a mortgage mandate as a result of which the benefit of the conversion of a mortgage mandate into a mortgage after the assignment of Loan Receivables, can be transferred to the assignee and (ii) the Administrator has given prior written notice of such change of law, including a legal opinion, to Moody’s and DBRS, and (iii) the Administrator has given prior written notice of the proposed reduced amount of the Reserve Account Target Level, which can not affect the rating of the Notes adversely, to be incorporated in the Transaction structure to Moody’s and DBRS, and (iv) Moody’s has confirmed that the then assigned rating to the Class A Notes will not be adversely affected as a result of such new reduced reserve Account Target Level; or
- (c) zero, upon redemption in full of the Class A Notes.”

2.6.4 Section 5.3.5 (Substitution of GIC Provider) of the Prospectus is amended as follows:

“If at any time (i) the short term, unsecured, unsubordinated and unguaranteed debt obligations of the GIC Provider are rated less than Prime-1 by Moody’s, or (ii) in case the long term, unsecured, unsubordinated and unguaranteed debt obligations of the GIC Provider are ever publicly rated by

DBRS (or, assigned a private rating by DBRS), such unsecured, unsubordinated and unguaranteed debt obligations of the GIC Provider are assigned a rating of less than A (Stable Outlook, meaning that the rating may not be Under Review Negative Outlook) by DBRS (such ratings, the **Minimum Ratings**) or the GIC Provider ceases to be rated by Moody's or (following the withdrawal of the public or private rating of the GIC Provider by DBRS) DBRS, then within 30 calendar days, the GIC Provider (thereby assisted by the Issuer) will procure the transfer of all the Issuer Accounts to another bank or banks approved in writing by the Security Agent, which have the Minimum Ratings."

2.6.5 In subsection "The Swap Agreement" of Section 5.7 (Interest Rate Hedging), item (d) is amended as follows:

"(d) an amount equal to the sum of all operating costs, fees and expenses due and payable at items (i) to (and including) (iv) of the Interest Priority of Payments."

2.6.6 Subsection "DBRS Rating Events" of Section 5.7 (Interest Rate Hedging) is amended as follows:

"In the event (such event, an **Initial DBRS Rating Event**) that, at any time (x) the long-term, unsecured, unsubordinated and unguaranteed debt obligations of the Swap Counterparty or, if applicable, its Credit Support Provider or any third party transferee, cease to be assigned a stable (meaning such rating is not under negative outlook review) public or private rating at least as high as A by DBRS (such rating, the **First Rating Threshold**); or (y) such public (if ever publicly rated) or private rating is withdrawn by DBRS, then the Swap Counterparty shall, at its own cost and as soon as practicable, but in any event no later than thirty (30) Business Days provide collateral in such amount as is set out in the Credit Support Annex to the Swap Agreement, or provide for a guarantee by a third party with a rating at least as high as the First Rating Threshold and in line with DBRS criteria to maintain the rating on the Class A Notes, or arrange for the transfer of its rights and obligations with respect to the Swap Counterparty to a replacement third party with a rating at least as high as the First Rating Threshold.

In the event (such event, a **Subsequent DBRS Rating Event**) that, at any time (x) the long-term, unsecured, unsubordinated and unguaranteed debt obligations of the Swap Counterparty or, if applicable, its Credit Support Provider or any third party transferee, cease to be assigned a stable (meaning such rating is not under negative outlook review) public or private rating at least as high as BBB by DBRS (such rating, the **Second Rating Threshold**); or (y) such public (if ever publicly rated) or private rating is withdrawn by DBRS, then the Swap Counterparty will, at its own cost:

- (A) as soon as practicable but in any event within thirty (30) Business Days as of the occurrence of such Subsequent DBRS Rating Event post collateral in accordance with the provisions of Credit Support Annex (or, if at the time such Subsequent DBRS Rating Event occurs, the Swap Counterparty has posted collateral under the Credit Support Annex following an Initial DBRS Rating Event, as the case may be, post additional collateral in accordance with the Credit Support Annex); and
- (B) use commercially reasonable efforts as of the occurrence of any such Subsequent DBRS Rating Event to:

- (1) obtain a guarantee or procure a co-obligor of its rights and obligations with respect to the Swap Agreement from a third party with a rating at least as high as the First Rating Threshold and in line with DBRS criteria to maintain the rating on the Class A Notes; or
- (2) transfer all of its rights and obligations with respect to the Swap Agreement to a replacement third party with a rating at least as high as the First Rating Threshold.

If the Swap Counterparty chooses to assign its rights and obligations to a replacement Swap Counterparty or procures a guarantee in line with DBRS criteria to maintain the rating on the Class A Notes, any collateral that it may have previously posted will be returned to the Swap Counterparty.

The Issuer and the Security Agent shall use their reasonable endeavours to co-operate with the Swap Counterparty in connection with any transfer of the rights and obligations of the Swap Counterparty under the Swap Agreement pursuant to any downgrade as set out above.”

2.7 Amendments to Section 6 of the Prospectus

In Section 6.3, the information relating to BVBA Sterling Consult, a director of Stichting Holding Belgian Lion, is amended as follows:

“BVBA Sterling Consult, registered with the Crossroads Bank for Enterprises under number 0861.696.827 (LPR Antwerp), with registered office at 2020 Antwerp, Belgium, Camille Huysmanslaan 91, having appointed as permanent representative NV AF-Widehorn, with registered office at 2018 Antwerp, Belgium, Mechelsesteenweg 203, registered with the Crossroads Bank for Enterprises under number 0818.093.941 (LPR Antwerp), having appointed as permanent representative Franciscus Johannes Husken, resident at 2180 Ekeren, Lorckenlaan 30, with bis-registernummer 67042854550.”

In Section 6.4, the first sentence shall read as follows:

“The following table shows the capitalisation of the Issuing Company as of 4 July 2012 as adjusted to give effect to the issue of the Notes.”

2.8 Amendments to Section 11 of the Prospectus

In Section 11.2.3 (Miscellaneous Taxes) of the Prospectus, subsection (a) is amended as follows:

“(a)The sale of the Notes on the secondary market executed in Belgium through a financial intermediary will trigger a tax on stock exchange transactions of 0.09% (due on each sale and acquisition separately) with a maximum of EUR 740 per party and per transaction. An exemption is available for non-residents and certain Belgian institutional investors acting for their own account provided that certain formalities are respected.”

2.9 Amendments to Section 12 of the Prospectus

2.9.1 In Section 12.6 of the Prospectus (The Purchase of Loan Receivables in respect of New Mortgage Loans), the Replenishment Condition (q) is deleted and replaced by the following:

“[intentionally left blank]”

2.9.2 In Section 12.6 of the Prospectus (The Purchase of Loan Receivables in respect of New Mortgage Loans), the Replenishment Condition (mm) is replaced by the following condition:

“(mm) no more than 20% of the Current Portfolio Amount relates to Loans to Borrowers in respect of which the **CLTCVPP** is higher than 100%; and”

2.9.3 In Section 12.6 of the Prospectus (The Purchase of Loan Receivables in respect of New Mortgage Loans), an additional Replenishment Condition (nn) is added as follows:

“(nn) No New Mortgage Loan will have been granted to a Borrower in respect of which the CLTCVPP is higher than 200%.

2.9.3 In Section 12.7 of the Prospectus (Trigger Collateral and Commingling Reserve Amount), subsection 12.7.1 (Trigger Collateral), the definition of “Trigger Collateral Required Amount” should read as follows:

“The **Trigger Collateral Required Amount** in relation to a Monthly Sweep Date shall be determined by the Administrator and be equal to:

- (i) zero, provided that the long-term unsecured, unsubordinated and unguaranteed debt obligations of the Seller are rated at least as high as Baa1 by Moody’s and are rated (publicly or privately) at least as high as BBB(high) by DBRS;
- (ii) the Potential Set-Off Amount, when the long-term unsecured, unsubordinated and unguaranteed debt obligations of the Seller are rated lower than Baa1 by Moody’s or are rated (publicly or privately) lower than BBB(high) by DBRS;
- (iii) zero, if the Notes have been redeemed in full; or
- (iv) zero, if a change of law has entered into effect abolishing Set-off Risk (as defined below) and the Administrator has given prior written notice of such change of law (including a legal opinion) to Moody’s and DBRS (regardless of the rating assigned to the Seller at such time).”

2.10 Amendments to Section 15 of the Prospectus

In Section 15.1 (The Servicer), subsection (Back-Up Servicing), the first paragraph is amended as follows:

“The Servicing Agreement requires the Issuer and/or the Security Agent (as applicable), thereby assisted by the Administrator, to use its best efforts to appoint a third party back-up servicer (the **Back-Up Servicer**) and to enter into a back-up servicing agreement (the **Back-Up Servicing Agreement**) within 30 calendar days after the occurrence of a downgrade of the long-term credit rating of ING Belgium below A3 by Moody’s or A(low) by DBRS (the **ING Cold BUS Trigger**).”

2.11 Amendments to Section 21 of the Prospectus

Paragraph 2 of Section 21 of the Prospectus is completed as follows:

“The Notes have been accepted for clearance through the X/N clearing system operated by the National Bank of Belgium and by the Clearing System Participants with the following ISIN and Common Codes:

- (a) the ISIN Code for the Class A1 Notes is BE0002415876 and the Common Code is 080055102;
- (b) the ISIN Code for the Class A2 Notes is BE0002416882 and the Common Code is 080059418; and
- (c) the ISIN Code for the Class B Notes is BE6239600750 and the Common Code is 080051921.”

2.12 Amendment to Annex 1 – Terms and Conditions of the Notes

2.12.1 Paragraph 1 of Part 1 (Description of the Notes) shall be completed as follows:

“The issue of the EUR 1,293,500,000 Class A1 Mortgage-Backed Floating Rate Notes due 2045 (the ***Class A1 Notes***), the EUR 1,934,250,000 Class A2 Mortgage-Backed Floating Rate Notes due 2045 (the ***Class A2 Notes*** and together with the Class A1 Notes, the ***Class A Notes***) and the EUR 461,250,000 Class B Mortgage-Backed Floating Rate Notes due 2045 (the ***Class B Notes*** and together with the Class A Notes, the ***Notes***), is authorised by a resolution of the board of directors of Belgian Lion NV / SA, an *institutionele VBS naar Belgisch recht / SIC institutionnelle de droit belge* (an institutional company for investment in receivables under Belgian law) (the ***Issuing Company***), acting through its Compartment Belgian Lion RMBS II (the ***Issuer***) adopted on 27 June 2012”

2.12.2 The first sentence of Paragraph 2 of Part 1 (Description of the Notes) shall be completed as follows:

“The Notes will be issued on or about 5 July 2012”

2.12.3 The definition of “Collection Period” in Condition 2.6 is amended as follows:

“***Collection Period*** means, in respect of any Quarterly Payment Date, the period from (and including) the first (1st) calendar day of the month in which the immediately preceding Quarterly Payment Date fell to (but excluding) the first (1st) calendar day of the month in which such relevant Quarterly Payment Date falls, except for the first Collection Period which shall be, in relation to interest receipts, the period from (and including) the Closing Date to (but excluding) 1 November 2012 and, in relation to principal receipts, the period from (and including) 1 May 2012 to (but excluding) 1 November 2012.”

2.12.4 The definition of “Reserve Account Target Level” in Condition 5.7 is amended as follows:

“The *Reserve Account Target Level* means an amount equal to:

- (a) EUR 129,115,000; or
- (b) EUR 92,225,000 (but in any event not higher than EUR 129,115,000), if (i) a change of law has entered into effect dealing with the consequences of the assignment of a loan on a mortgage mandate as a result of which the benefit of the conversion of a mortgage mandate into a mortgage after the assignment of Loan Receivables, can be transferred to the assignee and (ii) the Administrator has given prior written notice of such change of law, including a legal opinion, to Moody’s and DBRS, and (iii) the Administrator has given prior written notice of the proposed reduced amount of the Reserve Account Target Level, which can not affect the rating of the Notes adversely, to be incorporated in the Transaction structure to Moody’s and DBRS, and (iv) Moody’s has confirmed that the then assigned rating to the Class A Notes will not be adversely affected as a result of such new reduced reserve Account Target Level; or
- (c) zero, upon redemption in full of the Class A Notes.”

REGISTERED OFFICES

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