

- (c) the Hedge Agreements and all payments thereunder or with respect thereto,
- (d) the Investment Management Agreement, the Administration Agreement, the Registered Office Agreement and the Collateral Administration Agreement,
- (e) all Securities Lending Agreements,
- (f) cash delivered to the Trustee (directly or through an Intermediary or bailee),
- (g) any ownership interest in a Tax Subsidiary and
- (h) all proceeds (as defined in the UCC) with respect to the foregoing.

Such Grants exclude the Excepted Property.

Such Grants are made in trust to secure the Notes equally and ratably without prejudice, priority or distinction between any Note and any other Note by reason of difference of time of issuance or otherwise, except as expressly provided in this Indenture, and to secure, in accordance with the priorities set forth in the Priority of Payments, (A) the payment of all amounts due on the Notes in accordance with their terms, (B) the payment of all other sums payable under this Indenture to any Secured Party and (C) compliance with the provisions of this Indenture, all as provided in this Indenture (collectively, the “Secured Obligations”).

II. The Trustee acknowledges such Grants, accepts the trusts hereunder in accordance with the provisions hereof and agrees to hold the Collateral in trust as provided herein.

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

Except as otherwise specified herein or as the context may otherwise require, the following terms have the respective meanings set forth below for all purposes of this Indenture, and the definitions of such terms are equally applicable both to the singular and plural forms of such terms and to the masculine, feminine and neuter genders of such terms. Whenever any reference is made to an amount the determination of which is governed by Section 1.2, the provisions of Section 1.2 shall be applicable to such determination or calculation, unless some other method of calculation or determination is expressly specified in the particular provision.

“Accelerated Amounts”: The meaning specified in Section 5.2(a).

“Account”: Any of the Interest Collection Account, the Principal Collection Account, the Payment Account, the Expense Reserve Account, the Custodial Account, any Securities Lending Account, the Credit Facility Reserve Account, the Uninvested Proceeds Account, the Pre-Funded Letter of Credit Reserve Account or the Hedge Counterparty Collateral Account.

“Account Agreement”: An agreement in substantially the form of Exhibit D hereto.

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