

CONFORMED COPY

**AMENDED AND RESTATED
ACCOUNT AGREEMENT**

Dated 21st September, 2018

CLARION FUNDING PLC

NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY

and

PRUDENTIAL TRUSTEE COMPANY LIMITED

relating to the

£3,000,000,000

SECURED EURO MEDIUM TERM NOTE PROGRAMME

ALLEN & OVERY

Allen & Overy LLP

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THIS AMENDED AND RESTATED ACCOUNT AGREEMENT is made on 21st September, 2018

BETWEEN:

- (1) **CLARION FUNDING PLC**, a public company with limited liability incorporated under the laws of England and Wales, whose registered office is at Level 6, 6 More London Place, Tooley Street, London SE1 2DA (the **Issuer**);
- (2) **NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY** at its offices at 250 Bishopsgate, London EC2M 4AA (the **Account Bank**, which expression shall include any successor account bank which the Issuer shall appoint under this Agreement); and
- (3) **PRUDENTIAL TRUSTEE COMPANY LIMITED**, a company incorporated under the laws of England and Wales whose registered office is at Laurence Pountney Hill, London EC4R 0HH (the **Note Trustee**, which expression shall include the permitted successors and assigns thereof).

WHEREAS:

- (A) The Issuer has, on 29th September, 2017, established a £3,000,000,000 Secured Euro Medium Term Note Programme (the **Programme**) pursuant to which it may issue notes (**Notes** and each series of Notes, a **Series**).
- (B) With effect from the hereof, Notes issued under the Programme (other than Notes issued so as to be consolidated and form a single Series with any Notes issued prior to the date hereof) are constituted and secured by and in accordance with the amended and restated Note Trust Deed (the **Note Trust Deed**) dated 21st September, 2018 between the Issuer and the Note Trustee.
- (C) In connection with the Programme, the Issuer entered into an account agreement dated 29th September, 2017 (the **Original Account Agreement**) to appoint National Westminster Bank Public Limited Company as the Account Bank in relation to the issuance of Notes under the Programme.
- (D) This Agreement amends and restates the Original Account Agreement. Any Notes issued under the Programme on or after the date hereof shall be issued pursuant to this Agreement other than Notes issued so as to be consolidated and form a single Series with any Notes issued prior to the date hereof. This does not affect any Notes issued under the Programme prior to the date of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

Accounts means, in respect of a Series, the Transaction Account and the Cash Security Account (if any), and each an **Account**;

Agency Agreement means the amended and restated agreement dated 21st September, 2018 appointing the initial Paying Agents and the Agent Bank in relation to Notes issued under the Programme and any other agreement for the time being in force appointing successor paying agents or successor agent banks in relation to Notes issued under the Programme, or in connection with their duties, the terms of which have previously been approved in writing by the Note Trustee, together with any agreement for the time being in force amending or modifying with the prior

written approval of the Note Trustee any of the aforesaid agreements in relation to Notes issued under the Programme;

Agent Bank means the institution at its specified office initially appointed as agent bank in relation to Notes issued under the Programme by the Issuer pursuant to the Agency Agreement or, if applicable, any successor agent bank in relation to Notes issued under the Programme;

applicable Final Terms means, in respect of a Series, the final terms document which supplements the Conditions;

Authorised Signatories means the authorised signatories of the Issuer or the Note Trustee, as the case may be, as set out in the relevant Mandate or the relevant Change of Signing Authority on whose instruction the Account Bank is authorised to act.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general business in London;

Cash Security Account means a cash security account (if any) of the Issuer with the Account Bank set up in respect of a Series with the account number and sort code specified in the relevant Mandate Confirmation;

Change of Signing Authority means a change of signing authority form substantively in the form set out in Schedule 2 or such other form as provided by the Account Bank from time to time, which amends, with effect from the date thereof, a Mandate in relation to, among other things, the Authorised Signatories in relation to the relevant Transaction Account or Cash Security Account, save that a Change of Signing Authority completed by the Issuer and the Note Trustee in accordance with Clause 2.6 shall amend the relevant Mandate with effect from the delivery of an Enforcement Notice;

Conditions means, in respect of a Series, the Conditions in the form set out in Schedule 1 of the Note Trust Deed as supplemented by the applicable Final Terms, as the same may from time to time be modified in accordance with the Note Trust Deed and any reference to a particular specified Condition or paragraph of a Condition shall in relation to a Series be construed accordingly;

Coupons means the bearer interest coupons appertaining to Notes issued under the Programme in definitive form or, as the context may require, a specific number thereof and includes any replacements for Coupons issued pursuant to the Conditions and, where the context so permits, the Talons;

Enforcement Notice has the meaning set out in Clause 2.6;

Event of Default means any of the conditions, events or acts provided in Conditions to be events upon the happening of which the Notes would, subject only to notice by the Note Trustee as therein provided, become immediately due and repayable;

Expense Apportioned Part means, for so long as Notes of more than one Series are outstanding, the amount of the fees, costs, expenses and other liabilities of the Issuer which are not referable to a specific Series and which shall instead be apportioned between each Series outstanding *pro rata* to the principal amount outstanding of each such Series;

Facsimile Call Back Form means a form of the Account Bank entitled "Company Letter of Authority: Transfer of Funds (Facsimile) Call Back" or such similar form of the Account Bank from time to time;

Global Note means, in respect of a Series, the Temporary Global Note and/or the Permanent Global Note, as the context may require;

Group Borrower means Clarion Treasury Limited, as borrower under each Loan Facility Agreement;

Incumbency Certificate means, in respect of a Series, a certificate of the Authorised Signatories of the Issuer or the Note Trustee, as the case may be, substantially in the form set out in the Mandate in respect of the relevant Transaction Account Mandate or the Cash Security Account Mandate, as the case may be, or the most recently delivered Change of Signing Authority delivered by the Issuer to the Account Bank, provided that if the Note Trustee has delivered an Enforcement Notice, until otherwise instructed by the Note Trustee, the relevant Change of Signing Authority shall be that prepared by the Issuer and the Note Trustee;

Interest Payment Date means, in respect of a Series, each date of which the Issuer pays interest in respect of such Series;

Loan Facility Agreement means, in respect of a Series, the loan facility agreement dated on or about the Series Closing Date between the Issuer, the Group Borrower and the Security Trustee;

Mandate means a mandate for the purposes of opening the Transaction Account or the Cash Security Account in respect of a Series substantively in the form set out in Schedule 1 or such other form as provided by the Account Bank from time to time;

Moody's means Moody's Investors Service Limited;

NAB Administration Agreement means the NAB Administration Agreement dated 29th November, 2016 between, *inter alios*, the Group Borrower and the Security Trustee;

Noteholders means, in respect of each Series, the several persons who are for the time being holders of the Series save that, for so long as such Series or any part thereof are represented by a Global Note deposited with a common safekeeper for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**) or, in respect of a Series in definitive form held in an account with Euroclear or Clearstream, Luxembourg, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular principal amount of the Series shall be deemed to be the holder of such principal amount of such Series (and the holder of the relevant Global Note shall be deemed not to be the holder) for all purposes of these presents other than with respect to the payment of principal or interest on such principal amount of such Series, the rights to which shall be vested, as against the Issuer and the Note Trustee, solely in such common safekeeper and for which purpose such common safekeeper shall be deemed to be the holder of such principal amount of such Series in accordance with and subject to its terms and the provisions of these presents; and the words **holder** and **holders** and related expressions shall (where appropriate) be construed accordingly;

Paying Agents means the several institutions (including where the context permits the Principal Paying Agent) at their respective specified offices initially appointed as paying agents in relation to Notes issued under the Programme by the Issuer pursuant to the Agency Agreement and/or, if applicable, any successor paying agents in relation to Notes issued under the Programme;

Permanent Global Note means, in respect of a Series, the permanent global bond in respect of such Series;

Post-enforcement Priority of Payment means, the following order of priority in which, following an enforcement of the Series Security in respect of a Series, all monies standing to the credit of the Transaction Account and any Cash Security Account in respect of such Series and the net proceeds of enforcement of the Series Security shall be applied:

- (a) first, in payment or satisfaction of any unpaid fees, costs, charges, expenses, indemnity payments and liabilities incurred by the Note Trustee (including, but not limited to, all amounts payable to the Note Trustee under the Note Trust Deed) or any agent or representative appointed by the Note Trustee pursuant to the Note Trust Deed (including, for the avoidance of doubt, any Receiver), in each case, insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (b) second, except following the enforcement of the Series Security in respect of all Series of Notes, in payment of any taxes due and owing by the Issuer to any taxing authority insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (c) third, in payment, on a *pro rata* and *pari passu* basis, of all amounts owing to the Paying Agents and the Agent Bank under the Agency Agreement and the Account Bank under the Account Agreement insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (d) fourth, in payment, on a *pro rata* and *pari passu* basis, to the Noteholders of such Series of any interest due and payable in respect of the Notes;
- (e) fifth, in payment, on a *pro rata* and *pari passu* basis, to the Noteholders of such Series of any principal due and payable in respect of the Notes;
- (f) sixth, in payment, on a *pro rata* and *pari passu* basis, of any other unpaid fees and expenses of the Issuer (in each case insofar as they relate to the Notes); and
- (g) seventh, in payment to the Group Borrower of any amount due and payable under the terms of the Loan Facility Agreement;

Pre-enforcement Priority of Payment means the following order of priority in which the Issuer shall, prior to the enforcement of the Series Security in respect of a Series of Notes, apply the monies standing to the credit of the Transaction Account in respect of such Series on each Interest Payment Date and such other dates on which a payment is due in respect of the Notes:

- (a) first, in payment of any taxes due and owing by the Issuer to any taxing authority insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (b) second, in payment of any unpaid fees, costs, charges, expenses, indemnity payments and liabilities incurred by the Note Trustee (including, but not limited to, all amounts payable to the Note Trustee under the Note Trust Deed) or any agent or representative appointed by the Note Trustee pursuant to the Note Trust Deed, in each case, insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part, thereof;
- (c) third, in payment, on a *pro rata* and *pari passu* basis, of any unpaid fees, costs, charges, expenses, indemnity payments and liabilities of the Issuer owing to the Paying Agents and the Agent Bank under the Agency Agreement and the Account Bank under the Account

Agreement insofar as they relate to the relevant Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;

- (d) fourth, in payment, on a *pro rata* and *pari passu* basis, of any other unpaid fees and expenses of the Issuer insofar as they relate to such Series of Notes or, to the extent not referable to a specific Series, the Expense Apportioned Part thereof;
- (e) fifth, in payment, on a *pro rata* and *pari passu* basis, to the Noteholders of such Series of any interest due and payable in respect of such Series of Notes on such Interest Payment Date;
- (f) sixth, in payment, on a *pro rata* and *pari passu* basis, to the Noteholders of such Series of any principal due and payable in respect of such Series of Notes on such Interest Payment Date; and
- (g) seventh, in payment to the Group Borrower of any amount due and payable under the terms of the Loan Facility Agreement;

Principal Paying Agent means the institution at its specified office initially appointed as principal paying agent in relation to Notes issued under the Programme by the Issuer pursuant to the Agency Agreement or, if applicable, any successor principal paying agent in relation to Notes issued under the Programme;

Programme Documents means the Note Trust Deed, the Agency Agreement and this Agreement;

Receiver means any receiver, manager, receiver and manager or administrative receiver appointed by the Note Trustee under the Note Trust Deed or under the Note Trustee's statutory power relating thereto in respect of the Issuer;

S&P means S&P Global Ratings Europe Limited;

Series Charged Property means the property which is charged and assigned pursuant to the Note Trust Deed;

Series Closing Date means, in respect of a Series, the date of which the Notes of such Series are issued;

Series Secured Parties means, in relation to a Series, each of the Note Trustee (for itself and on behalf of the Noteholders), any Receiver or other appointee of the Note Trustee, the Paying Agents, the Agent Bank, the Account Bank and the Noteholders in relation to such Series;

Series Security means the security created pursuant to the Note Trust Deed;

Security Trust Deed means the Security Trust Deed dated 24th May, 2007 between, *inter alios*, the Group Borrower and the Security Trustee as supplemented by the NAB Administration Agreement and as further amended and/or supplemented and/or restated from time to time;

Security Trustee means Prudential Trustee Company Limited as security trustee under the Security Trust Deed for, *inter alios*, the Issuer;

Talons means the talons appertaining to, and exchangeable in accordance with the provisions therein contained for further Coupons appertaining to, Notes in definitive form and includes any replacements for Talons issued pursuant to the Conditions;

Temporary Global Note means, in respect of a Series, the temporary global bond in respect of such Series; and

Transaction Account means a transaction account of the Issuer with the Account Bank set up in respect of a Series with the account number and sort code specified in the relevant Mandate Confirmation.

- 1.2 All references in this Agreement to any statute or any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.
- 1.3 All references in this Agreement to any agreement, deed or other document shall be construed as a reference to such agreement, deed or other document as the same may have been, or may from time to time be, amended, varied, novated, replaced or supplemented in accordance with its terms.
- 1.4 All references in this Agreement to a successor in relation to a party shall mean an assignee or successor in title of such party or any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of such party hereunder to which under such laws the same has been transferred in accordance with the terms of this Agreement.
- 1.5 In this Agreement, references to Clauses, sub-Clauses, Schedules and paragraphs shall be construed as references to the Clauses, sub-Clauses, Schedules and paragraphs of this Agreement and of the Schedules to this Agreement respectively.
- 1.6 In this Agreement, except as the context may otherwise require, reference to the singular form includes the plural and vice versa.
- 1.7 In this Agreement, any reference to any obligation of any person to credit or debit or transfer or direct or procure the transfer of any amount to or from an Account shall be a reference to an obligation to credit, debit or transfer such amount to or from such Account in immediately available, freely transferable cleared funds and any reference to amounts standing to the credit of an Account shall be a reference to amounts of immediately available freely transferable cleared funds.

2. APPOINTMENT AND ACCEPTANCE

2.1 Appointment

Until termination or resignation pursuant to Clause 9, the Issuer hereby appoints the Transaction Account Bank as the account bank in respect of each Account upon the terms and subject to the provisions of this Agreement, and the Account Bank hereby accepts such appointment on the terms and subject to the provisions of this Agreement.

2.2 Issuer Instruction to open Accounts

- (a) The Issuer shall instruct the Account Bank in relation to the relevant Series by sending a Mandate, an account application form and any other related documentation reasonably requested by the Account Bank in respect of such Series to the Account Bank on or before the Series Closing Date. The Issuer shall deliver to the Account Bank a Change of Signing Authority in respect of the Mandate completed by the Issuer and the Note Trustee for the purposes of Clause 2.6.
- (b) To the extent that the Issuer requires a Cash Security Account in respect of a Series, the Issuer shall instruct the Account Bank in relation to the opening of a Cash Security Account by sending a Mandate, an account application form and any other related documentation

reasonably requested by the Account Bank in respect of such Series to the Account Bank at the relevant time. The Issuer shall deliver to the Account Bank a Change of Signing Authority in respect of the Mandate completed by the Issuer and the Note Trustee for the purposes of Clause 2.6.

2.3 Confirmation of Account Bank in relation to each Transaction Account

The Account Bank shall confirm Clauses 2.3(a) and 2.3(b) below by returning a Mandate Confirmation in respect of the relevant Series. The Account Bank shall confirm that:

- (a) it has received the Mandate and the other documentation specified in Clause 2.2(a) in relation to the relevant Series; and
- (b) the Mandate is operative and supersedes any previous mandates or arrangements relating to the relevant Transaction Account.

The Account Bank shall return the Mandate Confirmation to the Issuer and the Note Trustee prior to the Series Closing Date, providing that the Issuer shall have delivered the relevant Mandate at least 10 Business Days prior to the Series Closing Date.

2.4 Confirmation of Account Bank in relation to each Cash Security Account

The Account Bank shall confirm Clauses 2.4(a) and 2.4(b) below by returning the Mandate Confirmation in respect of the relevant Series. The Account Bank shall confirm that:

- (a) it has received the Mandate and the other documentation specified in Clause 2.2(b) in relation to the relevant Series; and
- (b) the Mandate is operative and supersedes any previous mandates or arrangements relating to the relevant Cash Security Account.

The Account Bank shall return the Confirmation Mandate to the Issuer and the Note Trustee within 10 Business Days of receiving the relevant Mandate.

2.5 Amendment

A Mandate may not be amended by the Issuer without the prior written consent of the Note Trustee, save for amendments to such Mandate effected through a duly completed Change of Signing Authority. In respect of an amendment to the Mandate, the Account Bank shall not be obliged to enquire as to the whether any such amendment has been made with the prior written consent of the Note Trustee.

2.6 Account Bank to act for Note Trustee

At any time after an Event of Default has occurred in respect of a Series or after the Note Trustee has received any money in respect of such Series which it proposes to pay under the Note Trust Deed to the relevant Series Secured Parties (whether under the Post-enforcement Priority of Payment or otherwise), the Note Trustee may, by notice in writing to the Issuer and the Account Bank (each such notice, an **Enforcement Notice**), require the Account Bank, until notified by the Note Trustee to the contrary, so far as permitted by any applicable law or by any regulation having general application:

- (a) to act thereafter, until instructed otherwise by the Note Trustee, as Account Bank of the Note Trustee in relation to payments to be made in respect of such Series by or on behalf of the Note Trustee under the terms of the Note Trust Deed *mutatis mutandis* on the terms provided

in this Agreement (with such consequential amendments as the Note Trustee shall deem necessary) (save that the Note Trustee's liability under any provisions herein contained for the indemnification, remuneration and expenses of the Account Bank and its officers, directors, employees and agents shall be limited to the amounts for the time being held by the Note Trustee on the terms of the Note Trust Deed) and thereafter to hold all moneys, documents and records held by them in respect of the relevant Series and the Account(s) relating to that Series on behalf of the Note Trustee; and/or

- (b) to deliver up all moneys, documents and records held by them in respect of such Series and the Account(s) relating to such Series to the Note Trustee or as the Note Trustee shall direct in such notice, provided that such notice shall be deemed not to apply to any document or record which the Account Bank is obliged not to release by any applicable law or regulation.

For the purposes of this Clause 2.6, together with the Mandate completed by the Issuer in accordance with Clause 2.2(a) or Clause 2.2(b), the Issuer and the Note Trustee shall complete a Change of Signing Authority setting out, among other things, the Authorised Signatories of the Note Trustee. The Account Bank shall use the aforementioned Change of Signing Authority in relation to an Enforcement Notice delivered by the Note Trustee in respect of a Series and, following delivery of an Enforcement Notice and until instructed otherwise by the Note Trustee, in relation to instructions delivered by the Note Trustee in respect of the relevant Account.

3. PAYMENT OF PRINCIPAL AND INTEREST ON THE NOTES

3.1 Payment of principal and interest on the Notes to be made from the Transaction Account

- (a) By 10.00 a.m. (London time) on the date which is one Business Day prior to each Interest Payment Date in respect of a Series (or any other date on which any amount in respect of a Series becomes due), the Account Bank shall, subject to receipt of correctly signed instructions or electronic payment instructions of the Issuer received prior to 3:15p.m. (London time) on the third Business Day immediately prior to such Interest Payment Date (or such other date on which any amount in respect of the Notes becomes due) and there being sufficient funds in the Transaction Account relating to that Series to meet the instructed payment, transfer to the Principal Paying Agent out of the Transaction Account relating to that Series such amounts as may be required to enable the Principal Paying Agent to pay all amounts in respect of the relevant Series due and payable on such date.
- (b) In this Clause 3.1, the date on which a payment in respect of a Series becomes due means the first date on which any relevant Noteholder could claim the relevant payment under the Conditions but disregarding, where the Notes are in definitive form, the requirement to surrender any Notes or Coupons as a condition for payment.

3.2 Sums payable to the Principal Paying Agent

All sums payable to the Principal Paying Agent under this Clause 3 shall be paid in the same currency as the currency required to make the payment in respect of the relevant Series in immediately available funds to such account and with such bank as the Principal Paying Agent shall from time to time notify to the Account Bank, the Issuer and the Note Trustee, provided that the Account Bank has received a correctly signed instruction or an electronic payment instruction from the Issuer or the Note Trustee, as the case may be.

4. ACKNOWLEDGEMENTS

4.1 Acknowledgements

The Account Bank acknowledges that it has notice of, and consents to, the security granted by the Issuer in respect of the Series Charged Property in favour of the Note Trustee (for the benefit of the Series Secured Parties) pursuant to the Note Trust Deed. For these purposes the security includes all the Issuer's rights in respect of the Account(s) relating to the relevant Series and all moneys from time to time outstanding to the credit of such Account(s) and the debts represented thereby and including, without limitation, all interest accrued and other moneys received in respect thereof and assigned by way of security all of the Issuer's rights under this Agreement.

4.2 Withdrawals

The Account Bank hereby acknowledges that withdrawals from each Account are not permitted by or on behalf of the Issuer other than in accordance with Clause 5.

5. PAYMENTS TO AND FROM EACH ACCOUNT

5.1 Payments from each Account

The Issuer and the Note Trustee hereby authorise the Account Bank to make payments out of each Account in accordance with payment instructions or electronic payment instructions given to it by:

- (a) the Issuer; and
- (b) following notification by the Note Trustee to the Account Bank in accordance with Clause 2.6, the Note Trustee.

The Issuer hereby agrees that no payments from an Account will be made other than in accordance with the Conditions and undertakes to procure that amounts are paid into and out of an Account only in accordance with the Conditions, this Agreement and the Agency Agreement.

5.2 Instructions

Subject as provided in Clause 5.2 above, the Issuer and the Note Trustee may instruct the Account Bank to make any payments required by facsimile or letter substantially in the form set out in Schedule 1 hereto or electronic payment instructions. In advance of the Issuer delivering an instruction by facsimile to the Account Bank, the Issuer shall deliver to the Account Bank a duly completed Facsimile Call Back Form which shall apply in respect of instructions of the Issuer by facsimile in respect of each Account the subject of this Agreement.

5.3 Interest

Any monies standing to the credit of an Account will not earn interest.

5.4 Liability

The Note Trustee shall not incur any liability hereunder for any instructions to the Account Bank to pay any amounts which are given by it in good faith and which it reasonably believes the Issuer is liable to pay. Until it shall have actual knowledge thereof, the Note Trustee shall be entitled to assume that no Event of Default has occurred and is continuing.

5.5 Scope of obligations of the Account Bank

The Account Bank shall not:

- (a) have any obligation to, and shall not, review, or monitor compliance by the Issuer with any term of the Note Trust Deed of any other Programme Document; or
- (b) take or omit to take any action by reference the terms of the Note Trust Deed or any other Programme Document.

5.6 Date of Payment

The Account Bank shall make any payments instructed to be made by the Issuer or the Note Trustee on the date specified in the payment instructions or, if no such date is specified:

- (a) if payment instructions are received by the payments centre of the Account Bank prior to 3:15p.m. (London time) on any Business Day, on such day; and
- (b) if payment instructions are received by the payments centre of the Account Bank after to 3:15p.m. (London time) on any Business Day, on the next following Business Day,

subject to there being sufficient funds and the instruction being signed in accordance with the Incumbency Certificate in relation to the relevant Account to meet the instructed payment.

5.7 Payment Instructions

The Account Bank shall, subject to receipt by the payments centre of the Account Bank of the payment instructions from the Issuer pursuant to Clause 3.1 on or before 3:15p.m. (London time) on the preceding Business Day, procure the delivery to the Principal Paying Agent by 10.00 a.m. (London time) on the second Business Day prior to each due date for payment, of an irrevocable confirmation (by facsimile, letter or electronic payment instruction) that such payment will be made by the relevant due date.

5.8 Good Faith

Subject to Clause 7, the Account Bank shall incur no liability hereunder for relying or acting on any facsimile instruction, letter or electronic payment instruction which may be given or purportedly given by the Issuer or the Note Trustee provided that the Account Bank has acted in good faith believing such instruction or message to be genuine or authorised having regard to the Incumbency Certificate provided by the Issuer or the Note Trustee, as the case may be.

5.9 Bank Statements

Upon request on any Business Day from the Issuer and/or the Note Trustee, subject to the request being made from an Authorised Signatory, the Account Bank hereby agrees to provide to the Issuer and/or the Note Trustee, as the case may be:

- (a) confirmation of the account balance with respect to an Account:
 - (i) if the request is received by 12.00 noon (London time) on any Business Day, by 5.00 p.m. (London time) on such day; or
 - (ii) if the request is received after 12.00 noon (London time) on any Business Day, by 12.00 noon (London time) on the next following Business Day; and

- (b) a bank statement with respect to an Account (which shall include the balance thereof) promptly and, in any event, shall arrange for this to be ordered within two Business Days of such request.

The Account Bank shall, if required, provide any rating agency which then rates the Notes, with such information with respect to an Account as reasonably requested by the Issuer or such rating agency, and the Issuer and the Note Trustee irrevocably authorise the Account Bank to provide such information.

5.10 Set-off

The Account Bank shall not combine, consolidate or merge any Account with any other account and shall not set off, combine, withhold or transfer any sum standing to the credit of any Account in or towards or conditionally upon satisfaction of any liabilities of the Issuer to the Account Bank.

5.11 Terms of Business

The Account Bank hereby agrees that, in the event of any conflict between the provisions of its standard terms of business and any of the Programme Documents, the provisions of the Programme Documents shall prevail.

6. REPRESENTATIONS AND WARRANTIES

6.1 Issuer

The Issuer represents and warrants to each of the other parties hereto that:

- (a) it has full authority and power, and has obtained all necessary authorisations and consents, to deposit the relevant cash in each Account and to use the Account Bank as its Account Bank in accordance with the terms of this Agreement; and
- (b) this Agreement is its legal, valid and binding obligation, enforceable (subject to all applicable insolvency laws) in accordance with its terms and it has full power and authority to enter into and has taken all necessary corporate action to authorise the execution of this Agreement.

6.2 Account Bank

The Account Bank represents and warrants to each of the other parties hereto that:

- (a) this Agreement is its legal, valid and binding obligation, enforceable (subject to all applicable insolvency laws) against it in accordance with its terms and it has full power and authority to enter into and has taken all necessary corporate action to authorise the execution of this Agreement;
- (b) it has not relied on any oral or written representation made by any other party or any person on their behalf given prior to the execution of this Agreement, and acknowledges that this Agreement sets out to the fullest extent the duties of the other parties; and
- (c) it is a bank for the purposes of section 991 of the Income Tax Act 2007, is entering into this Agreement in the ordinary course of its business, will pay interest pursuant hereto in the ordinary course of such business and undertakes that it will not cease to be so or to do so otherwise than as a result of the introduction of, change in, or change in the interpretation,

administration or application of, any law or regulation or any practice or concession of HM Revenue & Customs occurring after the date of this Agreement.

7. INDEMNITY

7.1 By Issuer

The Issuer agrees to indemnify, defend and hold the Account Bank and its officers, directors, employees and agents harmless from and against any and all losses, claims, damages, demands, expenses, costs, causes of action, judgments or liabilities that may be incurred by any of them or their respective officers, directors, employees and agents arising directly or indirectly out of or in connection with this Agreement, including the reasonable legal costs and expenses as such expenses are incurred (including, without limitation, the reasonable expenses of any experts, counsel or agents) of investigating, preparing for or defending itself against any action, claim or liability in connection with its performance hereunder. In no event, however, shall the Issuer be required to indemnify the Account Bank or its officers, directors, employees and agents or hold any or all of them harmless from any fees, expenses, charges and/or liabilities incurred by any of them as a result of wilful misconduct, negligence, bad faith, fraud or reckless disregard on their own part or on the part of their respective officers, directors, employees or agents.

7.2 Survival

The indemnity set out above shall survive any termination of this Agreement.

8. GENERAL

8.1 No Agency or Trust

The Account Bank shall not have any obligation towards or relationship of agency or trust with any Noteholder and shall be responsible only for the performance of the duties and obligations expressly imposed upon it herein other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent account bank in comparable circumstances. The Account Bank shall not be under any obligation to take any action hereunder which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it.

8.2 Consultation

The Account Bank may consult as to legal matters with legal advisers satisfactory to it and the written opinion of such legal advisers shall be full and complete authorisation and protection in respect of any action taken or omitted to be taken by the Account Bank hereunder in good faith and in accordance with the opinion of such legal advisers provided it exercised due care in the appointment of such legal advisers.

8.3 Reliance on Documents

The Account Bank shall be protected and shall incur no liability for or in respect of any action taken or omitted to be taken or anything suffered by it in reliance upon any instruction, notice, Enforcement Notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper parties.

8.4 Other Relationships

The Account Bank and its affiliates, directors, officers and employees may become the owners of, or acquire any interest in, any Notes, with the same rights as any other owner or holder, and may engage or be interested in any business transaction with the Issuer without being liable to account to the Noteholders for any resulting profit, and may act on, or as depository, trustee or agent for, any committee or body of holders of Notes or other obligations of the Issuer as freely as if they were not a party, or connected with a party, to this Agreement.

8.5 No Lien

The Account Bank shall not exercise any lien, right of set-off or similar claim against any Noteholder over any Notes or over any amount held by them pursuant to the terms hereof.

8.6 Incumbency Certificates

Each of the Issuer and the Note Trustee agrees to provide to the Account Bank, prior to instructions being given by it to the Account Bank, an Incumbency Certificate as to its nominated representatives and specimen signatures of such representatives for the giving of such instructions, and to provide the Account Bank with updated Incumbency Certificates in the event of any changes to such details.

9. CHANGE IN APPOINTMENTS

9.1 Termination

- (a) Subject to the appointment and approval of a replacement Account Bank in accordance with Clause 9.1(c), the Issuer may at any time, with the prior written approval of the Note Trustee, terminate the appointment of the Account Bank in respect of a Series by giving to the Account Bank at least 45 days' prior written notice to that effect.
- (b) If at any time the Account Bank shall be adjudged bankrupt or insolvent, or shall file a voluntary petition in bankruptcy or make an assignment for the benefit of its creditors or consent to the appointment of a receiver or similar official of all or any substantial part of its property, or if a receiver of it or of all or any substantial part of its property shall be appointed, or if any public officer shall take charge or control of the Account Bank or of its property or affairs, for the purpose of rehabilitation, conservation or liquidation, or a resolution is passed or an order made for the winding up of the Account Bank, the Issuer may, with the prior written approval of the Note Trustee, terminate the appointment of such Account Bank in respect of a Series forthwith upon giving written notice and without regard to the provisions of Clause 9.1(a). The termination of the appointment of the Account Bank hereunder shall not entitle the Account Bank to any amount by way of compensation but shall be without prejudice to any amount then accrued due.
- (c) Subject to the appointment and approval of a replacement Account Bank in accordance with Clause 9.1(d) below, in the event that (i) the short-term senior, unsecured and unguaranteed indebtedness rating of the Account Bank as assigned by Moody's or S&P falls below "P-1" or "A-1", respectively, or is withdrawn and (ii) there are amounts standing to the credit of the Cash Security Account in respect of a Series of Notes, the Issuer shall, promptly upon becoming aware of such downgrade or withdrawal, give notice to the Note Trustee and Moody's or S&P (as appropriate) and, with the prior written consent of the Note Trustee, terminate the appointment of the Account Bank and use all reasonable endeavours to secure the appointment of a replacement Account Bank within 30 days of such termination notice (for the avoidance of doubt, without regard to the provisions of Clause 9.1(a) above) in respect of each such Series. The Account Bank shall have no obligation to find a replacement account bank and shall not be liable for any costs or expenses or fees in respect of the

downgrade and any termination of its appointment, or in respect of the appointment of any replacement security account bank.

- (d) The appointment of any replacement Account Bank shall:
 - (i) be subject to the prior written approval of the Note Trustee;
 - (ii) be on substantially the same terms as this Agreement; and
 - (iii) be subject to the condition that it must have a short-term senior, unsecured and unguaranteed indebtedness rating from Moody's or S&P of no less than "P-1" or "A-1", respectively..

9.2 Resignation

- (a) The Account Bank may resign its appointment hereunder in respect of a Series of Notes at any time by giving to the Issuer and the Note Trustee at least 180 days' written notice to that effect, subject always to Clause 9.1(d) above, provided, however, that no resignation by the Account Bank shall be effective until a successor Account Bank has been appointed and approved in the manner specified in Clause 9.1(d) above and the Issuer has notified the Noteholders of such appointment in accordance with Condition 16 (*Notices*), but further provided that if the Account Bank shall resign due to a change in any applicable law or regulation to which the Account Bank may be subject and such change causes the performance by the Account Bank of its duties under this Agreement to be in violation of such law or regulation, such resignation shall take place immediately.
- (b) Following receipt of a notice of resignation from the Account Bank, the Issuer shall promptly give notice thereof to the Noteholders in accordance with Condition 16 (*Notices*) and shall use reasonable endeavours to appoint a successor Account Bank within 180 days of receiving such notice of resignation, subject to Clause 9.1(d) above.
- (c) If the Account Bank gives notice of its resignation in accordance with this Clause 9.2 and a replacement Account Bank is required and by the tenth day before the expiration of such notice such replacement has not been duly appointed, such Account Bank, subject to Clause 9.1(d), may itself, with the prior written consent of the Note Trustee, appoint as its replacement any reputable and experienced financial institution. Immediately following such appointment, such Account Bank shall give notice of such appointment to the Issuer and the Issuer shall give notice of such appointment to the Noteholders (in accordance with Condition 16 (*Notices*)) whereupon the Issuer and the replacement Account Bank shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement.

9.3 Effect of Resignation

Upon its resignation or removal in respect of the Account(s) relating to a Series becoming effective, the Account Bank shall forthwith transfer, upon receipt of a validly signed instruction or electronic payment instruction by the Issuer or the Note Trustee, as the case may be, all moneys held by it hereunder in respect of the Account(s) relating to such Series and the records thereto to the successor Account Bank or, if none, to the Note Trustee or to the Note Trustee's order, but shall have no other duties or responsibilities hereunder, and shall be entitled to the payment by the Issuer of its remuneration for the services previously rendered hereunder and to the reimbursement of all reasonable expenses (including legal fees) incurred in connection therewith each in accordance with the terms of Clause 10.

9.4 Merger or Consolidation

A corporation into which the Account Bank is merged or converted or with which it is consolidated or which results from a merger, conversion or consolidation to which it is a party shall, to the extent permitted by applicable law, be the successor account bank under this Agreement. The Account Bank agrees to do all such further acts and things (if any) as are necessary to give effect to this Clause 9.4. The Account Bank shall forthwith notify the other parties to this Agreement and the Issuer shall give notice of such appointment to the Noteholders in accordance with Condition 16 (*Notices*) as soon as practicable after it becomes aware that any such event shall occur, giving details of the date on which such event is to occur and of the successor account bank.

9.5 Vesting of Powers

Upon any successor account bank appointed hereunder executing, acknowledging and delivering to the Issuer and the Note Trustee an instrument accepting such appointment hereunder, it shall, without any further act, deed or conveyance, become vested with all authority, rights, powers, trusts, indemnities, duties and obligations of the Account Bank hereunder.

9.6 Change of Office

If the Account Bank shall change its specified office, it shall give to the Issuer and the Note Trustee, not less than 30 days' prior written notice to that effect giving the address of the changed specified office.

10. FURTHER ASSURANCE

The parties hereto agree that they will co-operate fully to do all such further acts and things and execute any further documents as may be necessary or reasonably desirable to give full effect to the arrangements contemplated by this Agreement.

11. COMMISSIONS AND EXPENSES

11.1 Fees

The Issuer shall, in respect of the services to be performed by the Account Bank under this Agreement, pay to the Account Bank the fees (together with any applicable value added tax thereon which may be imposed in any relevant jurisdiction) separately agreed in writing between such parties subject to and in accordance with the Pre-enforcement Priority of Payment and/or the Post-enforcement Priority of Payment, as applicable.

11.2 Expenses

The Issuer shall also pay (against presentation of the relevant invoices) on each Interest Payment Date all out-of-pocket expenses (including, by way of example only, legal, advertising, cable and postage expenses and insurance costs) properly incurred by the Account Bank in connection with its services hereunder, together with any applicable value added tax as aforesaid, in accordance with the Pre-enforcement Priority of Payment and/or the Post-enforcement Priority of Payment, as applicable.

11.3 Stamp Duty

The Issuer agrees to pay any and all stamp and other documentary taxes or duties which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement.

11.4 Acceleration of Payment

Notwithstanding any other provision of this Agreement, in the event of any enforcement of the security over the Series Charged Property pursuant to the Note Trust Deed, all fees and expenses payable to the Account Bank and the Note Trustee shall become immediately due and payable and shall be paid subject to and in accordance with the Post-enforcement Priority of Payments.

11.5 Presentation of an advice of charges

The Account Bank shall present an advice of charges in respect of all fees and expenses payable to it under this Agreement to the Issuer by no later than 10 Business Days prior to the due date for payment of such amounts.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement, and any non-contractual obligations or matters arising from or connected with it, are governed by and shall be construed in accordance with English law.

12.2 Each party agrees that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement (including any dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) and that accordingly any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with this Agreement (including any Proceedings relating to any non-contractual obligations arising out of or in connection with this Agreement) may be brought in such courts. Each party waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum.

13. COUNTERPARTS

This Agreement may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party to this Agreement may enter into the same by executing and delivering a counterpart.

14. PARTIES NOTICE DETAILS

Any notice or demand to be given, made or served for any purposes under this Agreement shall be in English language and be given, made or served by sending the same by pre-paid post (first class (where applicable) if inland, first class (where applicable) airmail if overseas), email or facsimile transmission or by delivering it by hand as follows:

To the Issuer:

Clarion Funding plc
Level 6, 6 More London Place
Tooley Street
London SE1 2DA

Attention: Ben Fozard
Email: ben.fozard@clarionhg.com
Facsimile: 020 7378 5641

To the Note Trustee:

Prudential Trustee Company Limited
Laurence Pountney Hill
London EC4R 0HH

Attention: Corporate Trust Manager

Email: trustees@mandg.co.uk
Facsimile: 020 7548 3883

To the Account Bank: National Westminster Bank Public Limited Company
250 Bishopsgate
London EC2M 4AA

Attention: Colin Lowen
Email: colin.lowen@natwest.com
Facsimile: 020 7672 1756

or to such other address, email address or facsimile number as shall have been notified (in accordance with this Clause 14) to the other parties hereto and any notice or demand sent by post as aforesaid shall be deemed to have been given, made or served three days in the case of inland post or seven days in the case of overseas post after despatch, any notice or demand sent by email as aforesaid shall be deemed to have been given, made or served when sent and any notice or demand sent by facsimile transmission as aforesaid shall be deemed to have been given, made or served 24 hours after the time of despatch provided that in the case of a notice or demand given by email or facsimile transmission such notice or demand shall forthwith be confirmed by post. The failure of the addressee to receive such confirmation shall not invalidate the relevant notice or demand given by facsimile transmission.

15. PROVISIONS SEVERABLE AND PARTIAL INVALIDITY

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions or the effectiveness of any of the remaining provisions under such law, or the legality, validity or enforceability of such provision under the laws of any other jurisdiction.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

IN WITNESS whereof this Agreement has been entered into on the date stated at the beginning.

SCHEDULE 1

MANDATE

SCHEDULE 2
CHANGE OF SIGNING AUTHORITY

SCHEDULE 3

MANDATE CONFIRMATION

Clarion Funding plc
£3,000,000,000 Secured Euro Medium Term Note Programme

Date: [●]

To: Clarion Funding plc
Level 6, 6 More London Place
Tooley Street
London SE1 2DA

Dear Sir or Madam

In relation to the Account Agreement dated 21st September, 2018 (the **Account Agreement**) between Clarion Funding plc (the **Issuer**), Prudential Trustee Company Limited (the **Note Trustee**) and National Westminster Bank Public Limited Company (the **Account Bank**), we make reference to the Mandate dated [●].

We hereby confirm, in relation to [*name of Series*] (the **Series**), that:

1. we have received the Mandate, an account application form and all other related documentation requested by us from the Issuer;
2. we have received the Change of Signing Authority specified in Clause 2.6 of the Account Agreement;
3. we have opened the [Transaction Account][Cash Security Account] with account number [●] and sort code [●] in the name of the Issuer held with the Account Bank and be used as an account for the benefit of the Issuer;
4. such Mandate is operative and supersedes any previous mandates or arrangements relating to the [Transaction Account][Cash Security Account] noted above; and
5. we confirm our acknowledgement given pursuant to Clause 4.1 of the Account Agreement in respect of the aforementioned [Transaction Account] [Cash Security Account].

Capitalised terms used but not otherwise defined in this Mandate Confirmation shall have the meanings given to them in the Account Agreement.

Signed:

National Westminster Bank Public Limited Company

By:

.....

We confirm our acknowledgement given pursuant to Clause 4.1 of the Account Agreement in respect of the aforementioned [Transaction Account] [Cash Security Account].

Signed:

Prudential Trustee Company Limited

By:

SCHEDULE 4

PAYMENT INSTRUCTIONS

To: National Westminster Bank Public Limited Company

Attention: Colin Lowen
Email: colin.lowen@natwest.com
Facsimile: 020 7672 0966

[DATE]

Re: **CLARION FUNDING PLC**

Please make the payment set out below in accordance with the following instructions

Please debit:

Account Name: _____

A/C: _____

Ref: _____

Amount: _____

Please credit:

Account Name: _____

Bank: _____

Sort Code: _____

Account: _____

Value Date: _____

Ref: _____

From: _____

Authorised Signatory of

[Clarion Funding plc][Prudential Trustee Company Limited]¹

¹ To be signed on behalf of the Note Trustee following a notification by the Note Trustee to the Issuer in accordance with Clause 2.6 of the Account Agreement.

SIGNATORIES

SIGNED)
By an authorised attorney of)
CLARION FUNDING PLC)
(as **Issuer**))
by: **GARETH FRANCIS**)

SIGNED)
For and on behalf of)
PRUDENTIAL TRUSTEE)
COMPANY LIMITED)
(as **Note Trustee**))
by: **AA PETROU**)

SIGNED)
For and on behalf of)
NATIONAL WESTMINSTER BANK)
PUBLIC LIMITED COMPANY)
(as **Account Bank**))
by: **COLIN LOWEN**)