

JOINDER AGREEMENT

This Joinder Agreement (the “Joinder Agreement”) dated as of September 28, 2017, is by and between CleanSource Capital, LLC, a North Carolina limited liability company (“Administrator”); Albemarle County School Board, a body corporate of the Commonwealth of Virginia (“Project Owner”); and U.S. Bank National Association, a national banking association, as Custodian hereunder (“Custodian”). Terms not defined herein have the meanings given to them in the Master Custody Agreement (defined below).

BACKGROUND

A. The VirginiaSAVES Green Community Program (the “Program”) has been established to further the policy objectives of the Commonwealth of Virginia relating to energy and conservation by providing subsidized financing to private commercial and industrial, non-profit institutional and local government borrowers through the issuance of Qualified Energy Conservation Bonds (“QECCBs”) under section 54D(e)(4) of the Internal Revenue Code of 1986, as amended (the “Code”), and the use of the proceeds to make loans to finance energy efficiency, renewable energy, alternative fueling, and other “qualified conservation purpose” projects (as defined in the Code and related Internal Revenue Service publications) (the “Eligible Projects”), with the intent that the Program be a “green community program” under § 54D(f)(1)(A)(ii) of the Code, as interpreted in IRS Notice 2012-44 issued in June, 2012.

B. The Administrator has entered into that certain Administrative Services Agreement with the Virginia Small Business Financing Authority (the “Issuer”) dated August 31, 2015 (the “Issuer Administrative Services Agreement”), to design and administer the Program, in which role the Administrator, among other duties, is responsible for marketing the Program, originating and underwriting Eligible Projects, facilitating the financing of the Eligible Projects with third-party funding sources through the use of QECCBs issued by the Issuer on a conduit basis (the “Conduit Issuance”), assisting in the documentation and closing of the Financing and the on-going servicing and compliance of the QECCBs after closing.

C. Banc of America Leasing & Capital, LLC (“Purchaser”), the Project Owner, the Issuer and Virginia SAVES Green Community Program, Inc. are entering into that certain Bond Purchase and Lease Acquisition Agreement, dated as of September 28, 2017 (the “Transaction Agreement”), to, among other things, issue and sell the Virginia Small Business Financing Authority Taxable Qualified Energy Conservation Bond (Direct Pay) (VirginiaSAVES Green Community Program – Albemarle County Public Schools Project), Series 2017 (the “Bond”) to the Purchaser.

D. The Issuer is entitled to receive direct payments of refundable federal tax credits from the United States Treasury pursuant to Section 6431 of the Code, with respect to certain interest payments on the Bond (collectively, the “Credit Payments”), and the Issuer, pursuant to the Issuer Administrative Services Agreement, has authorized the Administrator to act on its behalf to file with the Internal Revenue Service (the “IRS”) IRS Forms 8038-CP as they relate to the Credit Payments and report the same to the Issuer.

E. In conjunction with the Transaction Agreement, the Project Owner and the Administrator have entered into that Administrative Services Agreement dated September 28, 2017 (the “Project Owner Administrative Services Agreement”, which with the Issuer Administrative Services Agreement are collectively referred to as the “Administrative Services Agreements”), under which, among other services, the Administrator is responsible for handling the Credit Payments filings and reporting the same to the Project Owner (the “Credit Payment Services”).

F. Administrator and Custodian have entered into a Master Custody Agreement dated as of March 17, 2017, (the “Master Custody Agreement”) pursuant to which Custodian has agreed to accept, hold, and disburse the Credit Payments on behalf of the Project Owner (the “Project Owner Funds”) deposited with it in accordance with the terms of the Master Custody Agreement.

G. The Project Owner has appointed Representatives as identified on Schedule I attached hereto to represent it for all purposes in connection with funds to be deposited with Custodian and the Master Custody Agreement, which are identified to Custodian by Administrator prior to such deposit as payable to the Project Owner.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and for other good and valuable consideration, the Administrator, the Project Owner and Custodian hereby agree as follows:

1. Joinder in Master Custody. By execution hereof, the Project Owner hereby joins in and becomes a Project Owner under the Master Custody Agreement attached hereto as Schedule II. The Project Owner has received and read a copy of the Master Custody Agreement and understands its provisions. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Master Custody Agreement. The Project Owner hereby adopts and agrees to be bound by all of the provisions of the Master Custody Agreement and further agrees that, except as otherwise set forth in this Joinder Agreement, such Project Owner Funds shall be administered and disbursed in accordance with the provisions of the Master Custody Agreement, all of the provisions of the Master Custody Agreement hereby being incorporated herein.

2. Deposit of Project Owner Funds. Pursuant to the terms of the Transaction Agreement, Administrator will arrange for the transfer of the Credit Payments to Custodian as set forth on Schedule I attached hereto by wire transfer of immediately available funds, to the account of Custodian referenced on Schedule I hereto. Thereafter, Custodian shall disburse the Project Owner Funds to the account of Project Owner referenced on Schedule I hereto in accordance with the Master Custody Agreement. Administrator and Project Owner confirm the accuracy of all information set forth on Schedule I.

3. Indemnification of Custodian. From and at all times after the date of this Joinder Agreement, Administrator and the Project Owner, jointly and severally, shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Custodian and each director, officer, employee, attorney, agent and affiliate of the Custodian (each, an “Indemnified Party”) against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses

of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including, without limitation, the Administrator or the Project Owner, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of the Master Custody Agreement or this Joinder Agreement or any transactions contemplated therein or herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; *provided, however*, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party. The obligations of the Administrator and the Project Owner under this Section 3 shall survive any termination of this Master Custody Agreement and the resignation or removal of the Custodian.

4. Governing Law, Jurisdiction and Venue. This Joinder Agreement shall be construed and interpreted in accordance with the internal laws of the Commonwealth of Virginia without giving effect to the conflict of laws principles thereof that would require the application of any other laws. Each of the parties hereto irrevocably (a) consents to the exclusive jurisdiction and venue of the state and federal courts in the Commonwealth of Virginia in connection with any matter arising out of this Joinder Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any legal proceedings related hereto except in such courts (d) consents to and agrees to accept service of process to vest personal jurisdiction over it in any such courts and (e) waives any right to trial by jury in any action in connection with this Joinder Agreement.

5. General Provisions.

(a) Effect of Agreement. This Joinder Agreement shall be binding upon the Administrator, County and Custodian and their respective, successors and assigns.

(b) Severability. Every provision hereof is intended to be severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Joinder Agreement, provided, however, that all provisions hereof shall be enforced to the fullest extent permitted by law.

(c) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Joinder Agreement.

[Remainder of Page Intentionally Left Blank;
Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed as of the date first above written.

**CLEANSOURCE CAPITAL, LLC,
as Administrator**

By: _____
W. Gregory Montgomery
Managing Member

**ALBEMARLE COUNTY SCHOOL BOARD,
as Project Owner**

By: _____ (SEAL)
[Name]
[Title]

**U.S. BANK NATIONAL ASSOCIATION,
as Custodian**

By: _____
Patricia A. Welling
Vice President

SCHEDULE I

DISBURSEMENT INFORMATION

1. Project Owner Funds.

Project Owner Funds shall be the Credit Payments received from the U.S. Treasury pursuant to the Bond for the benefit of the Project Owner.

2. Custody Account.

U.S. Bank National Association
777 E. Wisconsin Ave
Milwaukee, WI 53202-5300
ABA# 091000022
BNF: USBANK CT SOUTHEAST WIRE CLRG
Beneficiary Account Number: 173103781824
OBI: Albemarle County Public Schools-VASAVES
Ref:

3. Project Owner Account.

[_____]
ABA# [_____]
ACCT# [_____]
ATTN:
Re:

4. Taxpayer Identification Numbers.

Administrator: 47-1046115

Project Owner: [_____]

5. Representatives.

The following persons are hereby designated and appointed as Administrator Representatives under the Master Custody Agreement:

<u>Greg Montgomery</u>	_____	<u>(704) 271-9889</u>
Name	Specimen signature	Telephone No.

<u>Chris Lesmes</u>	_____	<u>(704) 271-9890</u>
Name	Specimen signature	Telephone No.

The following persons are hereby designated and appointed as the Project Owner Representatives under the Master Custody Agreement:

_____	_____	_____
Name	Specimen signature	Telephone No.

_____	_____	_____
Name	Specimen signature	Telephone No.

6. Representative Information. The following information should be provided to Custodian separately by each Representative and any future Representative:

1. Date of Birth
2. Address
3. Mailing Address, if different
4. Social Security Number

7. Notice Addresses.

If to Administrator:

CleanSource Capital LLC
1447 South Tryon Street, Suite 301
Charlotte, North Carolina 28203
Attn: W. Gregory Montgomery
Telephone: (704) 271-9889
Facsimile: (704) 271-9891
Email: gmontgomery@abundantpower.com

If to the Project Owner:

Albemarle County Public Schools
401 McIntire Road
Charlottesville, VA 22902
Attn: [_____]]
Telephone: [_____]]
Email: [_____]]

If to Custodian:

U.S. Bank National Association, as Custodian
Global Corporate Trust Services
James Center Two
1021 East Cary Street, Suite 1850
Richmond VA 23219
Attn: Patricia A. Welling
Telephone: (804) 771-7933
Facsimile: (804) 771-7940
Email: pat.welling@usbank.com

SCHEDULE II

MASTER CUSTODY AGREEMENT

(See Attached)