

ESCROW AGREEMENT

This **ESCROW AGREEMENT** (this "Agreement") is dated as of September 28, 2017, by and among **U.S. BANK NATIONAL ASSOCIATION** (the "Escrow Agent"), **VIRGINIA SAVES GREEN COMMUNITY PROGRAM, INC.** ("Lessor") and **ALBEMARLE COUNTY SCHOOL BOARD** (the "Lessee"); and each of **VIRGINIA SMALL BUSINESS FINANCING AUTHORITY** (the "Issuer"), **CLEANSOURCE CAPITAL, LLC** (the "Administrator") and **BANC OF AMERICA LEASING & CAPITAL, LLC** (the "Assignee") hereby acknowledges the terms of this Agreement.

Reference is made to that certain Financing Lease dated as of September 28, 2017, between Lessor and Lessee (the "Financing Lease"), covering the acquisition and lease of certain equipment as more particularly described in Exhibit A of the Financing Lease (the "Equipment"). It is a requirement of the Financing Lease that the Lease Proceeds Amount (\$[7,900,000]) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Financing Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Project Costs and the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account and Assignment.

(a) There is hereby created an escrow fund to be known as the "Albemarle County Public Schools Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof. Notwithstanding any other provision herein it is understood and agreed that upon the execution of this Agreement the rights, responsibilities and all interests whatsoever of Lessor shall immediately be, and hereby are, without any action beyond the execution of this Agreement, assigned by Lessor to Banc of America Leasing & Capital, LLC, as Assignee, provided that Assignee agrees to give Lessor notice of each requisition from the Escrow Account by the Escrow Agent as more particularly set forth under Section 2 of this Agreement.

(b) Lessee, from time to time, may provide written instructions for the Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that the Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to the Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form being available from the Escrow Agent upon request). All funds invested by the Escrow Agent at the direction of Lessee in such short-term investments shall be deemed part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions designating a short-term investment for cash, cash in the Escrow Account shall remain uninvested. The Escrow Agent shall have no obligation to pay interest on cash in respect of any period during

which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments (as hereinafter defined) and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and, to the extent permitted by law, Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments that meet the requirements of Section 58.1-339.4 of the Code of Virginia of 1950, as amended.

(c) The Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Account in the First American Funds Government Obligations (Class Y) as directed by the Lessee, which is a Qualified Investment. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate written notice to the Escrow Agent for the reinvestment of any maturing investment. The Escrow Agent may elect, but shall not be obligated, to credit the Escrow Account with funds representing income or principal payments due on, or sales proceeds due in respect of, assets in the Escrow Account, or to credit to any of the Escrow Account assets intended to be purchased with such funds, in each case before actually receiving the requisite funds from the payment source, or to otherwise advance funds for Escrow Account transactions. Notwithstanding anything else in this Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and the Escrow Agent shall be authorized to reverse or offset any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Agreement shall constitute a waiver of any of U.S. Bank National Association's rights as a securities intermediary under Uniform Commercial Code §9-206. The Escrow Agent may also set-off and deduct funds in the Escrow Account to pay the face amount of any checks, automated clearinghouse transactions or other deposits that have been credited to the Escrow Account but are subsequently returned unpaid or reversed.

(d) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (e) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Assignee, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall, subject to the appropriation of funds for such purpose, deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the later of (i) the expiration of the Acquisition Period and any extension thereto, or (ii) the Completion

Date (as more fully described in the Bond Purchase Agreement, the date on which the Lessee executes a Completion Certificate in the form attached as Exhibit C thereto (the "Completion Certificate")), shall be applied by Escrow Agent, but only upon written direction of Assignee, as provided in Section 4 hereof.

(e) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account after receipt of the Completion Certificate or (ii) written notice given to the Escrow Agent by Lessor and/or the occurrence of an Event of Default or termination of the Financing Lease or Bond Purchase Agreement, as applicable (a "Default Notice"). The Escrow Agent shall disburse Escrow Funds to the Lessor and/or the Assignee pursuant to the Lessor and Assignee's direction as set forth in such Default Notice, which shall be in accordance with the terms of the Financing Lease and Bond Purchase Agreement, without inquiry, investigation or notice to any other party.

(f) The Escrow Agent may act in reliance upon any writing or instrument or signature that it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Assignee, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit B (Lessee) and Exhibit C (Assignee) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee, to the extent permitted by law, agrees to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission by Lessee or the Assignee as provided herein, except to the extent that such Losses are determined by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Assignee and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Assignee without consent of Lessee.

(g) Except to the extent a court of competent jurisdiction determines that the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, agrees to and does hereby release and indemnify

the Escrow Agent and hold it harmless from any and all claims (whether asserted by Lessee, Lessor, Issuer, Assignee, Administrator or any other person or entity), liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as the Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law and subject to appropriated and legally available funds indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim or enforcing its rights under this Agreement.

(h) If Lessee and Lessor shall be in disagreement about the interpretation of the Financing Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. To the extent permitted by law and subject to legally available funds, the Escrow Agent shall be reimbursed by Lessee or out of the Escrow Account for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Financing Lease until a final judgment in such action is received.

(i) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct as determined by a court of competent jurisdiction.

(j) To the extent permitted by law and subject to appropriated and legally available funds, Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account or in connection with any dispute concerning the Escrow Account.

(k) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee, Lessor, Issuer, Assignee, and the Administrator of its intention to resign and of the proposed date of resignation ("the Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account. Similarly, Escrow Agent may be removed at any time by Assignee and Lessor giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal shall take effect.

(l) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement, and no implied duties responsibilities or obligations shall be read into this Agreement. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation the Financing Lease or any other

agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such agreement has been provided to Escrow Agent. In no event shall Escrow Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Escrow Agent to have been created by or on behalf of Assignee or the Lessee as authorized under this Agreement or (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action

(m) Lessee shall pay the Escrow Agent fees and expenses as set forth in Exhibit D within 15 days of receipt of invoice.

(n) Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in any of the securities of any other party hereto and become pecuniarily interested in any transaction in which any other party hereto may be interested, and contract and lend money to any other party hereto and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude Escrow Agent from acting in any other capacity for any other party hereto or for any other person or entity.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment and the payment of the Project Costs, with moneys available in the Escrow Account. Lessee represents that the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. The Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the Project Costs and the costs of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Assignee has delivered to the Escrow Agent a requisition for payment in the form of the Disbursement Request attached hereto as Exhibit A executed by the Lessee and Assignee, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire). Assignee shall simultaneously deliver to Lessor a final executed copy of the Disbursement Request, along with any associated documentation. The Escrow Agent shall disburse Escrow Funds pursuant to Section 1 of such Disbursement Request and may conclusively rely on any Disbursement Request delivered to it without inquiry, investigation or notice to any other party hereto.

Each Disbursement Request shall be signed by authorized representatives of the Lessee and the Assignee, and shall be subject to the following conditions, and the Escrow Agent shall conclusively presume that each Disbursement Request complies with all requirements of this Agreement and that each of the following conditions shall have been satisfied at such time as a requisition executed by the Lessee and Assignee is delivered to it, without inquiry, investigation or notice to or consent from any other party hereto:

1. An executed Disbursement Request in the form attached hereto as Exhibit A.
2. A final executed copy of each Disbursement Request, and any of the items provided pursuant to numbers 3, 4, and 5 below, has been delivered by the Assignee to the Lessor.
3. Invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by the Financing Lease and any additional documentation reasonably requested by Assignee have been delivered to the Assignee.
4. A certificate or certificates as to insurance as required by the Financing Lease has been delivered to the Assignee, unless otherwise previously provided by the Lessee.
5. With respect to the final disbursement request, a Completion Certificate has been delivered to the Assignee.

Lessee and Assignee each warrants that their execution of the form attached hereto as Exhibit A and delivery of the executed form to the Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied, upon which warranty the Escrow Agent may conclusively rely without inquiry or investigation. For the avoidance of doubt, the Escrow Agent shall have no duty to review any documents attached to a Disbursement Request. Assignee agrees to provide the Issuer and the Lessor, upon request, with documentation associated with requisitions from the Escrow Account for tax and other related purpose.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in the Financing Lease and the Bond Purchase Agreement, Assignee will cause the Lease Proceeds Amount to be deposited in the Escrow Account.

4. Application of Funds in Escrow Account. Lessee hereby represents, covenants and warrants that (a) one hundred percent (100%) of the Available Project Proceeds (as defined below) are expected to be spent within three years of the date hereof; (b) as of the date hereof, there is a binding commitment with a third party to spend at least 10% of such Available Project Proceeds within six months of the date hereof; (c) expenditure of the Available Project Proceeds will proceed with due diligence; and (d) all Available Project Proceeds not spent with three years of the date hereof, and any investment earnings thereafter earned on such amounts, will be used to redeem 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 “VSBFA Bond”), in accordance with the instructions of bond counsel pursuant to an opinion of bond counsel within 90 days. If Issuer receives an extension of the expenditure period from the Secretary of the United States Treasury Department, the date in clause (d) of the preceding sentence will instead be the last date of such extended expenditure period. For purposes of this section, “**Available Project Proceeds**” means (i) the excess of (x) the Sale Proceeds over (y) the Issuance Costs financed by the VSBFA Bond (to the extent such costs do not exceed 2% of the Sale Proceeds) and (ii) the proceeds from the investment of the excess described in (i), including investment earnings thereon.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by the Escrow Agent for disbursement or return as set forth herein. Subject to Escrow Agent’s rights under Section 1(a), Lessee hereby grants to Lessor a perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of the Escrow Agent, and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Account. In order to perfect Lessor’s security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee’s rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the “Collateral”), Lessor, Lessee and the Escrow Agent further agree as follows:

(a) All terms used in this Section 6 that are defined in the Commercial Code of the Commonwealth of Virginia (“Commercial Code”) but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) The Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, the Escrow Agent hereby confirms (1) that the records of the Escrow Agent show that Lessee is the sole owner of the Collateral and (2) that the Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that the Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that the Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, the Escrow Agent will not enter into any agreement by which the Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. The Escrow Agent shall promptly notify Lessor if any person requests the Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not withdraw any Collateral from the Escrow Account without the prior written direction of Lessor. The Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to the Escrow Agent, to prohibit Lessee from effecting any sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, the Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor and/or Assignee, as applicable, to the Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor and/or Assignee, as applicable, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes the Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor and/or Assignee, as applicable, to the Escrow Agent.

(g) Except as provided in Section 1(a), the Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and the Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) The Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which the Escrow Agent may be a party.

(i) The Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor and Assignee at their respective addresses set forth in Section 8 below, concurrently with the sending thereof to Lessee and Administrator, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

(j) Nothing in this Agreement shall constitute a waiver of any of the Escrow Agent's rights as a securities intermediary under Uniform Commercial Code §9-206.

7. Information Required Under USA Freedom Act. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, all financial institutions are required to obtain, verify, record and update information

that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA Freedom Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. This Agreement constitutes the entire agreement between the signatory parties hereto relating to the holding, investment and disbursement of the Escrow Account and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Account. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the signatory parties hereto and any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Solely as between Lessor, Assignee and Lessee, capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Financing Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor:

Virginia SAVES Green Community Program, Inc.
c/o CleanSource Capital, LLC
1447 South Tryon Street, Suite 301
Charlotte, North Carolina 28203
Attn: President
Fax: (704) 271-9889
Email: gmontgomery@abundantpower.com

If to the Lessee:

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

If to the Escrow Agent:

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

If to the Issuer:

Virginia Small Business Financing Authority
101 N. 14th Street, 11th Floor
Richmond, Virginia 23219
Attention: Executive Director

If to the Administrator:

CleanSource Capital, LLC
1447 South Tryon Street, Suite 301
Charlotte, North Carolina 28203
Attn: Greg Montgomery, Managing Member
Fax: (704) 271-9889
Email: gmontgomery@abundantpower.com

If to Assignee:

Banc of America Leasing & Capital, LLC
11333 McCormick Road
Hunt Valley II
Mail Code: MD5-032-07-05
Hunt Valley, Maryland 21031
Attn: Contracts Administration
Fax: (804) 553-2407
Email: nancy.k.hepner@baml.com

9. Tax Reporting. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and the Lessee as payee.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Internal Revenue Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Internal Revenue Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (the “Commonwealth”), and the parties hereto consent to jurisdiction in the Commonwealth and venue in any state or Federal court located in the Commonwealth.

11. Assignment. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which Assignee may be merged or with which it may be consolidated, or any bank or corporation to whom Assignee may transfer a substantial amount of its business, shall be the successor to Assignee without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) USA Freedom Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

12. Amendment. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. Confidentiality. “Confidential Information” means all confidential, nonpublic, proprietary or secret information, in any medium, provided or made available to a party hereto that is identified in writing as confidential at the time of disclosure to such party or that would be considered confidential by a reasonable person based on the nature of the information and the circumstances of the disclosure. The Escrow Agent will treat Confidential Information related to this Agreement as confidential but, unless prohibited by law, Lessee, Lessor and Assignee authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of the Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that the Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such Confidential Information as required by any law, court, regulator or legal process. Specifically, Lessee and Lessor instruct the Escrow Agent to deliver copies of statements on the Escrow Account to the Administrator.

Lessor will treat Confidential Information related to this Agreement as confidential but, unless prohibited by law, the Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates, other

representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Unless prohibited by law, Lessee will treat the terms of this Agreement as confidential except on a “need to know” basis to persons within or outside Lessee’s organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

14. Optional Security Procedures. In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to the person or persons designated on Exhibit B and Exhibit C hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. Escrow Agent is authorized at its option to record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by any other party to identify (a) the beneficiary, (b) the beneficiary’s bank, or (c) an intermediary bank. Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary’s bank or an intermediary bank so designated. All parties acknowledge that these optional security procedures are commercially reasonable.

[Remainder of Page Intentionally Left Blank;
Signature Pages Follow]

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

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Patricia A. Welling
Vice President

**VIRGINIA SAVES GREEN COMMUNITY
PROGRAM, INC., as Lessor**

By: _____
W. Gregory Montgomery
President

ALBEMARLE COUNTY SCHOOL BOARD,
as Lessee

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

Acknowledged:

VIRGINIA SMALL BUSINESS FINANCING AUTHORITY

By: _____
Scott E. Parsons
Executive Director

Acknowledged:

CLEANSOURCE CAPITAL, LLC,
as Administrator

By: _____
W. Gregory Montgomery, Managing Member

Acknowledged:

BANC OF AMERICA LEASING & CAPITAL, LLC,
as Assignee

By: _____

Name: _____

Title: _____

EXHIBIT A

FORM OF DISBURSEMENT REQUEST

Re: Financing Lease dated as of September 28, 2017 by and between Virginia SAVES Green Community Program, Inc., as Lessor, and Albemarle County Public Schools, as Lessee (the “Financing Lease”) - (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Financing Lease.)

Section 1. In accordance with the terms of the Escrow Agreement, dated as of September 28, 2017 (the “Escrow Agreement”) by and among U.S. Bank National Association (the “Escrow Agent”), the Lessor and the Lessee and as acknowledged by VSBFA, CleanSource Capital, LLC, and Banc of America Leasing & Capital, LLC, the undersigned, on behalf of the Lessee, hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Disbursement Amounts:

Payee’s Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose

Section 2 The undersigned, on behalf of the Lessee, hereby certifies that

(i) (a) Each obligation specified in the table herein titled as “Disbursement Amounts” has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Project Costs and the equipment identified in the Financing Lease (the “Equipment”), and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of materials, supplies or equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” was delivered, installed and was accepted by the Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) Each item relating to an obligation specified in the table herein titled as “Disbursement Amounts” related to payment for labor or to contractors, builders or materialmen was for work actually performed in connection with the Project.

(iv) The undersigned, as School Board Representative, has no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the requisition to any of the persons, firms or corporations named in it, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment is made under this disbursement request.

(v) This requisition contains no item representing payment on account, or any retained percentages, that Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(vi) The Equipment is insured in accordance with the Financing Lease.

(vii) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Financing Lease has occurred and is continuing at the date hereof.

(viii) Any disbursement shall be paid directly to the Vendor by the Escrow Agent or immediately applied to reimburse the Lessee for costs already incurred and paid.

(ix) The representations, warranties and covenants of Lessee set forth in the Financing Lease are true and correct as of the date hereof.

(x) No Material Adverse Change has occurred or become known, respectively, since the date of the execution and delivery of the Financing Lease.

(xi) The Lease Proceeds Amount and funds available from the other sources specified in the Project Budget will be sufficient to pay the estimated total Project Costs and the Project is anticipated to be completed on or prior to the end of the Acquisition Period.

For submission of the final disbursement request, include the executed Completion Certificate as set forth in Exhibit C to the Bond Purchase Agreement.

[Signature Page Follows]

Dated: September 28, 2017

ALBEMARLE COUNTY SCHOOL BOARD,
a body corporate of the Commonwealth of Virginia

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

The Escrow Agent is hereby directed to disburse funds from the Escrow Account in accordance with Section 1 of the foregoing Disbursement Request

BANC OF AMERICA LEASING & CAPITAL, LLC,
as Assignee

By: _____
Name: _____
Title: _____

[Signature Page to Disbursement Request]

EXHIBIT B

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting Officer of the Albemarle County School Board (the "Lessee") certifies as follows:

A. The following listed persons are duly appointed and acting authorized representatives of the Lessee (the "Authorized Representatives") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Authorized Representatives are duly authorized, on behalf of the Lessee, to negotiate, execute and deliver the Financing Lease dated as of September 28, 2017, by and between the Lessee and and Virginia SAVES Green Community Program, Inc. ("Lessor"), the Escrow Agreement dated as of September 28, 2017, among Lessee, Lessor and U.S. Bank National Association, as the Escrow Agent, and acknowledged by the Virginia Small Business Financing Authority, Banc of America Leasing & Capital, LLC, and CleanSource Capital, LLC, and all documents related thereto and delivered in connection therewith (collectively, the "Agreements"), and the Agreements each are the binding and authorized agreements of the Lessee, enforceable in all respects in accordance with their respective terms.

Name of Authorized Representative	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

EXHIBIT C

Escrow Agreement dated as of September 28, 2017 (the “Closing Date”), by and among Virginia SAVES Green Community Program, Inc., as Lessor, the Albemarle County School Board, as Lessee, and U.S. Bank National Association, as Escrow Agent, and acknowledged by the Virginia Small Business Financing Authority, CleanSource Capital, LLC and Banc of America Leasing & Capital, LLC, as Assignee

Certificate of Authorized Representatives – Banc of America Leasing & Capital, LLC, as Assignee of Lessor

Name: Terri Preston

Name: Nancy Nusenko

Title: Vice President

Title: Senior Operations Consultant

Phone: 443-541-3642

Phone: 443-541-3646

Facsimile: 443-541-3057

Facsimile: 443-541-3057

E-mail: Terri.preston@baml.com

E-mail: Nancy.a.nusenko@baml.com

Signature: _____

Signature: _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: Nancy K. Hepner

Name: Arlene Sobieck

Title: Senior Operations Consultant

Title: Senior Operations Consultant

Phone: 443-541-3645

Phone: 443-541-3643

Facsimile: 804-553-2407

Facsimile: 443-541-3057

E-mail: Nancy.k.hepner@baml.com

E-mail: Arlene.sobieck@baml.com

Signature: _____

Signature: _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

As of the Closing Date, the undersigned hereby authorizes the Escrow Agent to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

BANC OF AMERICA LEASING & CAPITAL, LLC,
as Assignee

By: _____
Name: _____
Title: _____

EXHIBIT D

ESCROW AGENT FEES AND EXPENSES

(See Attached)