

EXHIBIT [XX]:

ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT** (this “**Agreement**”) dated as of this [Day]th day of [Month] 2017 by and among **SIGNATURE PUBLIC FUNDING CORP.** (“**Lessor**”), a New York corporation, having its primary address at 600 Washington Avenue, Suite 305, Towson, Maryland 21204, [LESSEE NAME] (“**Lessee**”), a [political subdivision] of the State of [State], having its primary office at [Lessee Address 1], [Lessee Address 2] and **SIGNATURE BANK** (the “**Escrow Agent**”), a New York state-chartered commercial bank and having an office at Signature Bank, 75 Holly Hill Lane, Greenwich, CT 06830.

W I T N E S S E T H:

WHEREAS, Lessee and Lessor have entered into that certain Equipment Schedule No [001] dated as of [Schedule Date] to that certain Master Equipment Lease Purchase Agreement dated as of [Master Date] (collectively and together with all other documents, certificates, exhibits and related documentation therewith, collectively, the “**Lease**”); and

WHEREAS, the Lessor has made a loan to Lessee in the form of “Lease Proceeds,” which are to be used to pay various costs associated with the Lease and to acquire certain items of Equipment (as such term is defined in the Lease); and

WHEREAS, Lessor and Lessee have agreed that all or a portion of the Lease Proceeds shall be held in escrow upon certain terms and conditions; and

WHEREAS, Lessor and Lessee appoint the Escrow Agent as escrow agent of such escrow subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Escrow Agent accepts such appointment as escrow agent subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. Delivery of Escrow Funds.

(a) Upon execution of the Lease and delivery of all documents and completion of all conditions precedent in the Lease, the Lessor will deliver, or shall cause to be delivered, to the Escrow Agent checks, internal transfers or wire transfers equal to the Initial Deposit Amount (as set forth on Schedule A hereto) and made payable to “[Lessee Name], Signature Bank as Escrow Agent” for the benefit of Lessor and Lessee to be held in an account at Signature Bank entitled “[Lessee Name] Equipment Schedule [001], Signature Bank, as Escrow Agent” having ABA No. 026013576, Account No. [***] (the “**Escrow Account**”).

(b) The Initial Deposit Amount that consists of good and indefeasible collected funds that are deposited into the Escrow Account is referred to as the “**Escrow Funds.**” The Escrow Funds shall be maintained and collateralized by the Escrow Agent in accordance with the written instructions provided by the Lessee and Lessor as more fully set forth on Schedule C hereto, which Lessee represents and

warrants is in accordance with all applicable laws, regulations, and rules.

(c) The Escrow Agent shall have no duty or responsibility to enforce the collection or demand payment of these checks or any other funds delivered to Escrow Agent for deposit into the Escrow Account. If, for any reason, these checks or any other funds deposited into the Escrow Account shall be returned unpaid to the Escrow Agent, the sole duty of the Escrow Agent shall be to advise Lessor and Lessee promptly thereof and return check in the manner directed in writing by Lessor and Lessee.

2. Release of Escrow Funds. (a) The Escrow Funds shall be paid by the Escrow Agent in accordance with the instructions, in form and substance satisfactory to the Escrow Agent, received from Lessor and Lessee, in all cases subject to Lessor approval and subject to delivery of those items set forth in Section 2(b) herein, or in accordance with Lessor's instructions delivered pursuant to Section 6 herein, or in absence of such instructions in accordance with the order of a court of competent jurisdiction. The Escrow Agent shall not be required to pay any uncollected funds or any funds that are not available for withdrawal. The Escrow Agent may act in reliance upon any instructions, court orders, notices, certifications, demands, consents, authorizations, receipts, powers of attorney or other writings delivered to it without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order. The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that such person has been properly authorized to do so.

(b) Upon receipt of a Payment Request Form (in substantially the form as set forth on Schedule B hereto) executed by Lessor and Lessee, an amount equal to the Acquisition Cost as shown therein shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Payment Request Form may have schedules, invoices and other supporting document attached to it, Lessor will send to Escrow Agent only the page or pages showing the signatures of Lessor and Lessee, the Acquisition Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Payment Request Form without the need to review or verify any such schedules, invoices or other supporting documentation.

3. Acceptance by Escrow Agent. The Escrow Agent hereby accepts and agrees to perform its obligations hereunder, provided that:

(a) The names and true signatures of each individual authorized to act singly on behalf of Lessor and Lessee are stated in Schedule A. The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that any person who has been designated in Schedule A to give any written instructions, notice or receipt, or make any statements in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall have no duty to make inquiry as to the genuineness, accuracy or validity of any statements or instructions or any signatures on statements or instructions. The names and true signatures of each individual authorized to act singly on behalf of Lessor and Lessee are stated in Schedule A, which is attached hereto and made a part hereof. The Lessee and Lessor may each remove or add one or more of its authorized signers stated on Schedule A by notifying the Escrow Agent of such change in accordance with this Agreement, which notice shall include the true signature for any new authorized signatories.

(b) The Escrow Agent may act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or law, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(c) Lessor and Lessee, jointly and severally, agree to indemnify, release, and hold the

Escrow Agent harmless from and against any and all claims, losses, costs, liabilities, damages, suits, demands, judgments or expenses, including, but not limited to, attorney's fees, costs and disbursements, (collectively "**Claims**") claimed against or incurred by Escrow Agent arising out of or related, directly or indirectly, to the Escrow Agreement and the Escrow Agent's performance hereunder or in connection herewith, except to the extent such Claims arise from Escrow Agent's willful misconduct or gross negligence as adjudicated by a court of competent jurisdiction.

(d) In the event of any disagreement between or among Lessor and Lessee, or between any of them and any other person, resulting in adverse claims or demands being made to Escrow Agent in connection with the Escrow Account, or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. The Escrow Agent shall have the option, after thirty (30) days' notice to Lessor and Lessee of its intention to do so, to file an action in interpleader requiring the parties to answer and litigate any claims and rights among themselves. The rights of the Escrow Agent under this section are cumulative of all other rights which it may have by law or otherwise.

(e) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, the Escrow Agent shall be entitled to (i) refrain from taking any action other than to keep safely the Escrow Funds until it shall be directed otherwise by a court of competent jurisdiction, or (ii) deliver the Escrow Funds to a court of competent jurisdiction.

(f) The Escrow Agent shall have no duty, responsibility or obligation to interpret or enforce the terms of any agreement other than Escrow Agent's obligations hereunder, and the Escrow Agent shall not be required to make a request that any monies be delivered to the Escrow Account, it being agreed that the sole duties and responsibilities of the Escrow Agent shall be to the extent not prohibited by applicable law (i) to accept checks or other instruments for the payment of money delivered to the Escrow Agent for the Escrow Account and deposit said checks or instruments into the Escrow Account, and (ii) disburse or refrain from disbursing the Escrow Funds as stated herein, provided that the checks or instruments received by the Escrow Agent have been collected and are available for withdrawal.

4. Escrow Account Statements and Information. The Escrow Agent agrees to send to the Lessee and/or the Lessor a copy of the Escrow Account periodic statement, upon request in accordance with the Escrow Agent's regular practices for providing account statements to its non-escrow clients and to also provide the Lessee and/or Lessor, or their designee, upon request other deposit account information, including Account balances, by telephone or by computer communication, to the extent practicable. The Lessee and Lessor agree to complete and sign all forms or agreements required by the Escrow Agent for that purpose. The Lessee and Lessor each consents to the Escrow Agent's release of such Account information to any of the individuals designated by Lessee or Lessor, which designation has been signed in accordance with Section 3(a) by any of the persons in Schedule A. Further, the Lessee and Lessor have an option to receive e-mail notification of incoming and outgoing wire transfers. If this e-mail notification service is requested and subsequently approved by the Escrow Agent, the Lessee and Lessor agrees to provide a valid e-mail address and other information necessary to set-up this service and sign all forms and agreements required for such service. The Lessee and Lessor each consents to the Escrow Agent's release of wire transfer information to the designated e-mail address(es). The Escrow Agent's liability for failure to comply with this section shall not exceed the cost of providing such information.

5. Resignation and Termination of the Escrow Agent. The Escrow Agent may resign at any time by giving thirty (30) days' prior written notice of such resignation to Lessor and Lessee. Upon providing such notice, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Funds that it has received as of the date on which it provided the notice of resignation as depository. In such event, the Escrow Agent shall not take any action until Lessor and Lessee jointly designate a banking corporation, trust company, attorney or other person as successor escrow agent. Upon receipt of such written instructions signed by Lessor and Lessee, the Escrow Agent shall promptly deliver the Escrow Funds, net of any outstanding charges, to such successor escrow agent and shall thereafter have no further obligations hereunder. If such instructions are not received within thirty (30) days following the effective date of such resignation, then the Escrow Agent may deposit the Escrow Funds and any other amounts held by it pursuant to this Agreement with a clerk of a court of competent jurisdiction pending the appointment of a successor escrow agent. In either case provided for in this section, the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

6. Termination.

(a) Lessor and Lessee may terminate the appointment of the Escrow Agent hereunder upon a joint written notice to Escrow Agent specifying the date upon which such termination shall take effect. In the event of such termination, Lessor and Lessee shall, within thirty (30) days of such notice, jointly appoint a successor escrow agent and the Escrow Agent shall, upon receipt of written instructions signed by both Lessor and Lessee, turn over to such successor escrow agent all of the Escrow Funds; provided, however, that if Lessor and Lessee fail to appoint a successor escrow agent within such thirty (30)-day period, such termination notice shall be null and void and the Escrow Agent shall continue to be bound by all of the provisions hereof. Upon receipt of the Escrow Funds, the successor escrow agent shall become the Escrow Agent hereunder and shall be bound by all of the provisions hereof and the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

(b) The Escrow Account shall be terminated on the "Termination Date," which shall be the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the "Anticipated Closing Date" (as such term is defined on Schedule A hereto), or (iii) unilateral written notice given by Lessor of the occurrence of a default, Event of Default (as such term is defined in the Lease), Non-Appropriation (as such term is defined in the Lease) or any other termination of the Lease which results in Lessor being paid less than the Prepayment Price (as such term is defined in the Lease).

(c) Unless all of the Escrow Funds deposited by Lessor in the Escrow Account have been previously disbursed pursuant to Section 2 herein, on the Termination Date, Escrow Agent shall pay upon written direction from Lessor all remaining moneys in the Escrow Account to Lessor or its assignee for application to the Prepayment Price, including any fees, interest or premium included in the definition thereof as found in the related Lease. If any Prepayment Price does not contain a premium or penalty and this Agreement and the Escrow Account is terminated pursuant to Section 6(b) herein, then any amounts paid pursuant to this Section 6(c) shall be subject to a prepayment fee equal to three percent (3%) of such amount. Lessor shall apply amounts received under this Section 6 first to unpaid fees, late charges and collection costs, if any, which have accrued or been incurred under the Lease, then to overdue Principal and Interest on the Lease and then, in the sole discretion of Lessor, either (i) to the Prepayment Price due under the Lease in the inverse order of all respective principal maturities, or (ii) proportionately to each Principal payment thereafter due under the Lease. In the event that Lessor elects to apply any such amounts in accordance with clause (i) of the preceding sentence, Lessee shall continue to make Rental Payments as scheduled in the applicable Payment Schedule. In the event that Lessor elects to apply such

amounts in accordance with clause (ii) of this Section 6(c), Lessor shall provide Lessee with a revised Payment Schedule which shall reflect the revised Principal balance and reduced Rental Payments due under the Lease. Capitalized terms used in this Section 6, but not defined herein, shall have the meanings given to such terms in the Lease. Escrow Agent shall have no responsibility to see to the appropriate application of any moneys returned under this Section 6.

7. Investment.

(a) If the non-interest bearing account option is selected in Schedule A hereto, all Escrow Funds received by the Escrow Agent shall be held only in non-interest bearing bank accounts at Escrow Agent.

(b) If the interest-bearing account option is selected in Schedule A hereto, the Escrow Fund shall be invested in Signature Bank's Monogram Insured Money Market Deposit Account for Business. Lessee agrees and represents to the Escrow Agent that any interest or other income earned on the Escrow Account shall for the purposes of reporting such income to the appropriate taxing authorities be deemed to be earned by the Lessee.

(c) The following provisions are applicable regardless of whether an interest-bearing or non-interest bearing account is elected. The Lessee represents that it is a US person as that term is defined by IRS. The Lessee agrees to provide the Escrow Agent with a certified tax identification number by signing and returning a Form W-9 to the Escrow Agent upon execution of this Escrow Agreement. The Lessee understands that, in the event the Lessee's tax identification number is incorrect or is not certified to the Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the Escrow Funds. The Lessee agrees to assume any and all obligations imposed, now or hereafter, by the applicable tax law and/or applicable taxing authorities, with respect to any interest or other income earned on the Escrow Funds and to indemnify and hold the Escrow Agent harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Escrow Agent in connection with or relating to any payment made or other activities performed under the terms of this Agreement, including without limitation any liability for the withholding or deduction of (or the failure to withhold or deduct) the same, and any liability for the failure to obtain proper certifications or to report properly to governmental authorities in connection with this Agreement, including costs and expenses (including reasonable legal fees and expenses) interest and penalties, in each such case to the extent applicable to, or arising in respect of, the interest earned on the Escrow Account, unless such liability is caused by the Escrow Agent's gross negligence or willful misconduct. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement.

8. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account, the Escrow Funds, and all investments, cash, securities, and proceeds thereof are being irrevocably held by Escrow Agent for the benefit of the Lessee and Lessor subject to disbursement or return solely as set forth herein. In addition to the foregoing and should Lessor's interest in the Lease Proceeds be invalidated, illegal or challenged in any fashion, Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account and Escrow Funds, and all cash, securities, investments and proceeds thereof that may, from time to time, be held 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 Escrow Agent and held for the benefit of Lessor and Lessee subject to the express terms and conditions of this Agreement. Notwithstanding the grant and conveyance of a lien and security interest in favor of the Lessor and solely with respect to Claims, Fees or other actual

and out-of-pocket costs that have not been previously reimbursed, Escrow Agent is hereby granted a security interest in and a lien upon the Escrow Account and Escrow Funds, which security interest and lien shall be prior to all other security interests, liens or claims against the Escrow Account, Escrow Funds, or any part thereof. The Escrow Account and Escrow Funds shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee or Escrow Agent (other than Lessor's and Escrow Agent's respective security interests granted hereunder).

9. Compensation. The Escrow Agent shall be entitled, for the duties to be performed by it hereunder, to a one-time "Set-Up Fee," if any, as set forth on Schedule A hereto, which fee shall be paid by Lessor or Lessee upon the signing of this Agreement. In addition, Lessor and Lessee shall be obligated to reimburse Escrow Agent for all fees, costs and expenses incurred or that becomes due in connection with this Agreement or the Escrow Account, including reasonable attorney's fees (collectively, and together with the Set-Up Fee, "Fees"). Neither the modification, cancellation, termination or rescission of this Agreement nor the resignation or termination of the Escrow Agent shall affect the right of the Escrow Agent to retain the amount of any fee which has been paid, or to be reimbursed or paid any amount which has been incurred or becomes due, prior to the effective date of any such modification, cancellation, termination, resignation or rescission. To the extent the Escrow Agent has incurred any such expenses, or any such fee becomes due, prior to or commensurate with the Termination Date, the Escrow Agent shall advise the Lessee and Lessor and the Lessee and Lessor shall direct all such amounts to be paid directly to Escrow Agent prior to any distribution of funds set forth in Section 6 herein

10. Regulatory Compliance.

(a) Lessee and Lessor agree to observe and comply, to the extent applicable, with all anti-money laundering laws, rules and regulations including, without limitation, regulations issued by the Office of Foreign Assets Control of the United States Department of Treasury and the Financial Crimes Enforcement Network of the U.S. Department of Treasury.

(b) Lessee and Lessor shall provide to the Escrow Agent such information as the Escrow Agent may require to enable the Escrow Agent to comply with its obligations under the Bank Secrecy Act of 1970, as amended ("**BSA**"), or any regulations enacted pursuant to the BSA or any regulations, guidance, supervisory directive or order of the New York State Department of Financial Services or Federal Deposit Insurance Corporation. The Escrow Agent shall not make any payment of all or any portion of the Escrow Funds to any person unless and until such person has provided to the Escrow Agent such documents as the Escrow Agent may require to enable the Escrow Agent to comply with its obligations under the BSA.

(c) To help the United States government fight funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When an account is opened and from time to time as be required by the Escrow Agent's internal policies and procedures, the Escrow Agent shall be entitled to ask for such information that will allow the Escrow Agent to identify relevant parties. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent may ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Parties acknowledge that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with Title III of the USA Patriot Act, Pub.L. 107-56 (the "**Act**"), and Lessee and Lessor each agrees to provide any additional information requested by the Escrow Agent in its sole discretion in connection with the Act or any other legislation, regulation, regulatory order or published guidance to which the Escrow Agent is subject, in a timely manner.

11. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if sent by hand-delivery, by facsimile followed by first-class mail, by nationally recognized overnight courier service or by prepaid registered or certified mail, return receipt requested, to the addresses set forth below.

If to Lessor:

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, Maryland 21204
Attention: Donald Keough
E-mail Address: DKeough@signatureny.com
Fax No: (646) 927-4005

If to Lessee:

[Lessee Name]
[Lessee Address 1]
[Lessee Address 2]
Attention: _____
Fax No.: _____

If to Escrow Agent:

Signature Bank
75 Holly Hill Lane
Greenwich, CT 06830
Attention: Thomas Mooney, Group Director and Senior Vice President
Fax No.: 646-660-4272

12. General.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within such State, without regard to choice of law principles, and any action brought hereunder shall be brought in the courts of the State of New York, located in New York County. Each party hereto irrevocably waives any objection on the grounds of venue, forum nonconveniens or any similar grounds and irrevocably consents to service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of said courts. **UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

(b) This Agreement sets forth the entire agreement and understanding of the parties in respect to the matters contained herein and supersedes all prior agreements, arrangements and understandings relating thereto.

(c) All of the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto, as well as their respective successors and assigns.

(d) This Agreement may be amended, modified, superseded or canceled, and any of the terms or conditions hereof may be waived, only by a written instrument executed by each party hereto or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to

require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver of any party of any condition, or of the breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term of this Agreement. No party may assign any rights, duties or obligations hereunder unless all other parties have given their prior written consent.

(e) If any provision included in this Agreement proves to be invalid or unenforceable, it shall not affect the validity of the remaining provisions.

(f) This Agreement and any modification or amendment of this Agreement may be executed in several counterparts or by separate instruments and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

13. Form of Signature. The parties hereto agree to accept a facsimile or e-mail transmission copy of their respective actual signatures as evidence of their actual signatures to this Agreement and any modification or amendment of this Agreement; *provided, however*, that each party who produces a facsimile or e-mail signature agrees, by the express terms hereof, to place, promptly after transmission of his or her signature by fax, a true and correct original copy of his or her signature in first class mail, postage pre-paid, to the address of the Escrow Agent.

14. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

[LESSEE NAME]

By: _____
Name: [Lessee Signer Name]
Title: [Lessee Signer Title]

SIGNATURE PUBLIC FUNDING CORP.

By: _____
Name: Donald S. Keough
Title: Senior Managing Director

SIGNATURE BANK

By: _____
Name: Thomas Mooney
Title: Group Director and Senior Vice President

By: _____
Name: Richard J. Carr
Title: Associate Group Director and Vice President

Schedule A

SPFC Lease/Account Number: [001]

Name of Lessee: [Lessee Name]

Beneficiary Name for Fund: [Lessee Name] Equipment Schedule [001], Signature Bank, as Escrow Agent

Date of Escrow Agreement: [Schedule Date]

Date of Master Lease Agreement: [Master Date]

Lessee's State / Commonwealth: [State]

Lessee's Tax Identification Number: [Lessee TIN]

Escrow Agent Fee: \$0.00

Initial Deposit Amount: \$[Initial Deposit Amount]

Account Type: [Interest/Non-interest] Bearing

Anticipated Closing Date: [18 months after Schedule Date]

The Escrow Agent is authorized to accept instructions signed or believed by the Escrow Agent to be signed by any one of the following on behalf of Lessee and Lessor.

<u>Name</u>	[Lessee Name]	<u>True Signature</u>
_____		_____
_____		_____

Signature Public Funding Corp.

<u>Name</u>	<u>True Signature</u>
Donald S. Keough	_____
Rich Cumbers	_____

Schedule B:
Payment Request Form No. [__]

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The following payment request is directed to Signature Bank (the “Escrow Agent”), as escrow agent under that certain Escrow Deposit Agreement dated [Schedule Date] (the “Escrow Agreement”), between the [Lessee Name] (“Lessee”), Signature Public Funding Corp. (“Lessor”), and the Escrow Agent. [Because Holman Capital Corporation has assigned all of its right, title, and interest in and to the Escrow Agreement to Signature Public Funding Corp., all references herein to “Lessor” shall mean Signature Public Funding Corp.]

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment purchased pursuant to Equipment Schedule No. [001] dated as of [Schedule Date] to that certain Master Equipment Lease Purchase Agreement dated as of [Master Date] (collectively, the “Lease”), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
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Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered to the location(s) set forth in the Lease; (ii) a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee’s authority; (iv) the estimated useful life of the Equipment based upon the manufacturer’s representations and Lessee’s projected needs is not less than the term of the Lease; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Lease; (vii) no default, Event of Default or Event of Nonappropriation, as those terms are defined in the Lease, and no event that with the giving of notice or lapse of time or both, would become a default, Event of Default or an Event of Nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments or other amounts due under the Lease during Lessee’s current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, designating Lessor as legal owner, and evidence of filing.

[Remainder of page intentionally left blank]

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease.

Date: _____

Approved:

SIGNATURE PUBLIC FUNDING CORP., as Lessor

[LESSEE NAME], as Lessee

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Schedule C:
Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys

The undersigned acknowledges and agrees that all moneys belonging to the Lessee and Lessor and on deposit at Escrow Agent in excess of the FDIC insurance levels shall be collateralized by Escrow Agent by a Municipal Letter of Credit (MULOC) issued by the Federal Home Loan Bank of New York (FHLBNY). Lessee and Lessor represent and warrant that the foregoing FHLBNY MULOC is compliant with any applicable local, county, state or federal rule and regulations, including, without limitation, the [CA: Local Agency Deposit Security Law and applicable California Government Code and Code of Regulations/Other States—Insert Applicable Statutes].

IN WITNESS WHEREOF, the duly authorized parties have executed this Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys as of the date first set forth below.

LESSOR:
SIGNATURE PUBLIC FUNDING CORP.

LESSEE:
[LESSEE NAME]

By: _____
Donald S. Keough
Senior Managing Director

By: _____
[Lessee Signer Name]
[Lessee Signer Title]

Date: _____

Date: _____

ESCROW AGENT:
SIGNATURE BANK

By: _____
Thomas Mooney
Group Director & Senior Vice President

Date: _____

NOTICE AND ACKNOWLEDGEMENT OF
ASSIGNMENT OF ESCROW DEPOSIT AGREEMENT

[Use Only if SPFC is taking Assignment from a Broker or we're assigning deal]

[Broker Name] ("Lessor"), [Lessee Name] ("Lessee"), and Signature Bank ("Escrow Agent") have entered into that certain Escrow Deposit Agreement dated [Schedule Date] (the "Escrow Agreement"), pursuant to which Lessor, or its Assignee (as defined below), has deposited cash into the Escrow Account established thereunder, which funds are to be used by Lessee to acquire certain Equipment.

Escrow Agent is hereby notified that Lessor has assigned all of its right, title, and interest in and to, but not its obligations under, the Escrow Agreement to [Signature Public Funding Corp.] ("Assignee"), including, in particular, but without limitation, Lessor's interest (ownership, beneficial or security) in the Escrow Fund and Lessor's right to approve all payment requests submitted by Lessee.

Date: [Schedule Date]

LESSOR:
[BROKER NAME]

LESSEE:
[LESSEE NAME]

By: _____
[Broker Signer Name]
[Broker Signer Title]

By: _____
[Lessee Signer Name]
[Lessee Signer Title]

ESCROW AGENT:
SIGNATURE BANK

By: _____
Name: Thomas Mooney
Title: Group Director and Senior Vice President