# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**Washington, D.C. 20549**

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# FORM 8-K

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**CURRENT REPORT**
**Pursuant to Section 13 or 15(d)**
**of The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): April 17, 2015**

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# HANNON ARMSTRONG SUSTAINABLE INFRASTRUCTURE CAPITAL, INC.

**(Exact name of registrant as specified in its charter)**

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| **Maryland** | **001-35877** | **46-1347456** |
|---|---|---|
| **(State or other jurisdiction of incorporation)** | **(Commission File Number)** | **(IRS Employer Identification No.)** |

**1906 Towne Centre Blvd, Suite 370 Annapolis, Maryland 21401**
**(Address of principal executive offices)**

**(410) 571-9860**
**(Registrant's telephone number, including area code)**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.01 Entry into a Material Definitive Agreement.**

The information set forth in Item 2.03 is incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

On April 17, 2015, Hannon Armstrong Sustainable Infrastructure Capital, Inc. (the "Company") and certain of its subsidiaries entered into (i) a third amendment ("PF Amendment No. 3") to that certain Amended and Restated Loan Agreement (PF), dated as of August 12, 2014, as amended (the "PF Loan Agreement") with Bank of America, N.A. in its capacities as administrative agent and lender, and (ii) a third amendment (the "G&I Amendment No. 3" and together with the PF Amendment No. 3, the "Loan Amendments") to that certain Amended and Restated Loan Agreement (G&I), dated as of August 12, 2014, as amended (the "G&I Loan Agreement") with Bank of America, N.A. in its capacities as administrative agent and lender.

Pursuant to the Loan Amendments, the lenders agreed to (i) increase the Maximum Loan Amount (as defined therein) under the PF Loan Agreement from $325 million to $400 million; provided, however, that upon the repayment of borrowings related to certain projects and the release of the related collateral, the Maximum Loan Amount shall be reduced on a dollar for dollar basis until it is reduced to $350 million, (ii) upsize the maximum advances allowed under the PF Loan Agreement to $1.05 billion, (iii) decrease the Maximum Loan Amount (as defined therein) under the G&I Loan Agreement from $125 million to $100 million, and (iv) downsize the maximum advances allowed under the G&I Loan Agreement to $300 million.

Additionally, pursuant to the PF Amendment No. 3, the Company may, with the consent of the administrative agent, borrow against new projects before such projects become Approved Financings (as defined in the PF Loan Agreement) but after they have been pledged as collateral.

Copies of the PF Amendment No. 3 and G&I Amendment No. 3, are attached as Exhibits 1.1 and 1.2, respectively, to this Current Report on Form 8-K. The foregoing descriptions of the Loan Amendments are not complete and are qualified in their entirety by reference to the full text of the Loan Amendments.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

| Exhibit No. | Description |
|---|---|
| 1.1 | Amendment No. 3 to Amended and Restated Loan Agreement (PF) and Amendment No. 2 to Amended & Restated Intercreditor Agreement, dated April 17, 2015 |
| 1.2 | Amendment No. 3 to Amended and Restated Loan Agreement (G&I) and Amendment No. 2 to Amended & Restated Intercreditor Agreement, dated April 17, 2015 |

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HANNON ARMSTRONG
SUSTAINABLE INFRASTRUCTURE, INC.

By: /s/ Steven L. Chuslo
Name: Steven L. Chuslo
Title: Executive Vice President and General Counsel

Date: April 21, 2015

**AMENDMENT NO. 3 TO AMENDED & RESTATED LOAN AGREEMENT (PF) AND AMENDMENT NO. 2 TO AMENDED & RESTATED INTERCREDITOR AGREEMENT**

**THIS AMENDMENT NO. 3 TO AMENDED & RESTATED LOAN AGREEMENT (PF) AND AMENDMENT NO. 2 TO AMENDED & RESTATED INTERCREDITOR AGREEMENT** (this "Third Amendment"), dated as of April 17, 2015, is by and among (i) **HASI CF I Borrower LLC**, a Delaware limited liability company ("Borrower HASI"), **HAT CF I Borrower LLC**, a Delaware limited liability company (" Borrower HAT I") and **HAT CF II Borrower LLC**, a Delaware limited liability company ("Borrower HAT II", and together with Borrower HASI and Borrower HAT I, the " Borrowers"), (ii) **Bank of America, N.A.**, in its capacity as lender under the A&R Loan Agreement (as defined below) (in such capacity, the "Lender"), (iii) **Bank of America, N.A.**, in its capacity as administrative agent under the A&R Loan Agreement (in such capacity, the "Administrative Agent") and (iv) for purposes of Sections 3 and 4 only, **Bank of America, N.A.**, in its capacity as administrative agent under the Other Loan Agreement (in such capacity, the " Other Administrative Agent").

**WHEREAS**, the Borrowers, the Lender, and the Administrative Agent are parties to an Amended & Restated Loan Agreement (PF) dated as of August 12, 2014 (as amended, amended and restated, or otherwise modified from time to time, the "A&R Loan Agreement");

**WHEREAS**, the Administrative Agent and the Other Administrative Agent, together with the Grantors, the G&I Collateral Agent and the PF Collateral Agent (as such parties are defined in the A&R Intercreditor Agreement), are parties to an Intercreditor Agreement dated as of August 12, 2014 (as amended, amended and restated, or otherwise modified from time to time, the "A&R Intercreditor Agreement");

**WHEREAS,** (a) the Borrowers, the Lender, and the Administrative Agent have agreed to amend certain provisions of the A&R Loan Agreement as more specifically set forth herein and (b) the Other Administrative Agent has agreed to consent to such amendments as more specifically set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

**SECTION 1. Definitions.**

Capitalized terms used in this Third Amendment but not defined herein shall have the meanings ascribed thereto in the A&R Loan Agreement.

**SECTION 2. Required Lender.**

The Lender holds 100% of the Outstanding Amount and the aggregate unused Commitments under the A&R Loan Agreement and thus constitutes the Required Lender for purposes of the A&R Loan Agreement and this Third Amendment.

**SECTION 3. A&R Loan Agreement Amendment.**

In accordance with *Section 15.1.1* of the A&R Loan Agreement and, with respect to the Administrative Agent and the Other Administrative Agent, *Section 3.4(c)(i)* of the A&R Intercreditor Agreement, and in each case subject to the terms set forth herein, as of the date hereof, the Required Lender, the Administrative Agent, the Other Administrative Agent and each Borrower hereby agree to amend the A&R Loan Agreement as follows:

i. The cover page to the A&R Loan Agreement is amended by deletion of "$325,000,000 Senior Secured Credit Facility" in its entirety and replacement with the following:

"$400,000,000 Senior Secured Credit Facility"

ii. The second recital to the A&R Loan Agreement is amended by deletion of "$325,000,000" in its entirety and replacement with "$400,000,000".

iii. The third recital to the A&R Loan Agreement is amended by deletion of "$125,000,000" in its entirety and replacement with "$100,000,000".

iv. *Section 1.1* to the A&R Loan Agreement is amended as follows:

a. by deletion of the definition of "Maximum Loan Amount" in its entirety and replacement with the following:

""Maximum Loan Amount" means $400,000,000; provided, however, upon a release of any Collateral with respect to any Underlying Financing described in Underlying Financing Specification Nos. 8, 9, 10, 11, 12 or 13 (as such document may be amended, amended and restated, supplemented or otherwise modified from time to time), the Maximum Loan Amount shall automatically be reduced on the date of such release on a dollar for dollar basis by all amounts deposited in the Revenue Account (as defined in the Depositary Agreement) in connection with such release until the Maximum Loan Amount is reduced to $350,000,000."

v. *Schedule 1.1.1* to the A&R Loan Agreement is amended by deletion of "325,000,000" in its entirety and replacement with "400,000,000".

vi. *Section 2.6* of the A&R Loan Agreement is amended by deletion clause (b) in its entirety and replacement with the following:

"(b) the date on which the aggregate principal amount of all Advances made under the Loan Facility since July 19, 2013 (without regard to any prepayment or repayments hereunder), is equal to or greater than $1,050,000,000 (the "Maximum Advance Limitation"), and"

vii. *Section 15.9* of the A&R Loan Agreement is amended by addition of the following clause at the end thereof:

"; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it."

viii. A new Section 2.7 is added to the A&R Loan Agreement as follows:

"**2.7 Temporary Advance Letter**. Upon agreement of the Administrative Agent and the Borrower, a temporary advance letter (substantially in the form of Appendix 9 attached hereto) (a "**Temporary Advance Letter**") may be entered into by the Administrative Agent and Borrower. The Temporary Advance Letter will, among other things, permit the Applicable Valuation Percentage of certain Underlying Financings to be increased temporarily, for a period of time to be agreed, in order to provide Advances for Nominated Financings that have yet to become Approved Financings but that have been pledged as Collateral, and allow for other matters as set forth on the form Appendix 9 attached hereto."

In addition, a new *Appendix 9* is added to the A&R Loan Agreement in the form attached hereto as Exhibit A.

**SECTION 4. Intercreditor Agreement Amendment.**

The parties hereto agree that the reference to $325 million in the second recital to the A&R Intercreditor Agreement is hereby replaced with "an amount up to the Maximum Loan Amount".

**SECTION 5. Third Amendment as Loan Document; Representations.**

i. For the avoidance of doubt, the parties hereto agree that this Third Amendment shall be deemed to be a Loan Document under the A&R Loan Agreement.

ii. The parties hereto agree that the total aggregate amount of all Advances made under the Loan Facility (without regard to any prepayment or repayments thereunder) as of the date of this Third Amendment is $361,200,000.

iii. Each Borrower represents and warrants, as to itself and each Related Borrower Party, to each Agent and the Lender, as of the date hereof, that the following statements are true and correct:

a. The execution, delivery and performance by such Borrower of this Third Amendment, and the consummation of the transactions contemplated hereby do not and will not (i) violate in any material respect (A) any provision of any Applicable Law with respect to such Related Borrower Party, (B) any of the Organizational Documents of any Related Borrower Party, or (C) any order, judgment or decree of any court or other agency of government binding on any Related Borrower Party; (ii) conflict with, result in a breach of or constitute (immediately or upon the giving of notice) a default in any material respect under any Contractual Obligation of any Related Borrower Party; (iii) result in or require the creation or imposition of any material Lien upon any of the properties or assets of any Related Borrower Party (other than any Liens

permitted by or created under any of the Loan Documents in favor of Collateral Agent, on behalf of the Secured Parties); or (iv) require any approval of stockholders, members or partners or any approval or consent of any Person under any Contractual Obligation of any Related Borrower Party;

b. Such Borrower is duly authorized to execute, deliver and perform its obligations under this Third Amendment. The execution, delivery and performance of this Third Amendment has been duly authorized by all necessary corporate, limited liability company or partnerships, as applicable, action on the part of such Borrower;

c. This Third Amendment is a legal, valid and binding obligation of such Borrower, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally; and

iv. For purposes of determining withholding Taxes imposed under the Foreign Account Tax Compliance Act (FATCA), from and after the effective date of this Third Amendment, each Borrower and each Agent shall treat (and the Lender hereby authorizes the Agents to treat) the A&R Loan Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

**SECTION 6. Effect of Third Amendment.**

The amendment set forth herein is limited as written, is effective only in the specific instance and for the specific purpose for which given, and shall not be deemed to be a waiver of or consent to, or modification of in any respect, any other term or condition in the A&R Loan Agreement or any of the documents referred to herein or therein. The terms and provisions set forth in each Loan Document are hereby ratified and confirmed by each Borrower in all respects. Each Borrower acknowledges and agrees that the execution, delivery and performance of this Third Amendment by the Administrative Agent and of the Lender does not and shall not create (nor shall Borrowers or any Related Borrower Subsidiary rely upon the existence of or claim or assert that there exists) any obligation of the Lender and the Administrative Agent to consider or agree to any amendment of or waiver or consent with respect to any of the Loan Documents, or any other instrument or agreement to which the Administrative Agent or the Lender is a party (collectively an "Amendment or Consent"), and in the event that the Administrative Agent or the Lender subsequently agrees to consider any requested Amendment or Consent, neither the existence of this Third Amendment, nor any other conduct of the Administrative Agent or the Lender related hereto, shall be of any force or effect on the Administrative Agent's or the Lender's consideration or decision with respect to any such requested Amendment or Consent, and the Administrative Agent and the Lender shall not have any obligation whatsoever to consider or agree to any such Amendment or Consent.

**SECTION 7. Governing Law.**

This Third Amendment shall be governed by the laws of the State of New York.

**SECTION 8. Severability.**

Wherever possible, each provision of this Third Amendment shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of this Third Amendment shall remain in full force and effect.

**SECTION 9. Counterparts; Electronic Signatures.**

This Third Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of this Third Amendment by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart thereof.

**[Signatures Appear on Next Pages]**

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed and delivered by their respective officers or representatives hereunto duly authorized as of the date first written above.

**Borrowers**

**HASI CF I BORROWER LLC**, as a Borrower

By: /s/ Jeffrey W. Eckel
Jeffrey W. Eckel, President

**HAT CF I BORROWER LLC**, as a Borrower

By: /s/ Jeffrey W. Eckel
Jeffrey W. Eckel, President

**HAT CF II BORROWER LLC**, as a Borrower

By: /s/ Jeffrey W. Eckel
Jeffrey W. Eckel, President

**Lender**

**BANK OF AMERICA, N.A.**, as Lender

By: /s/ Sheikh Omer-Farooq
Name: Sheikh Omer-Farooq
Title: Director

*[Signature Page to Amendment No. 3 to A&R Loan Agreement (PF)]*

**ACKNOWLEDGED AND AGREED:**

**BANK OF AMERICA, N.A.**, as Administrative Agent

By: /s/ Maria McClain
Name: Maria McClain
Title: Vice President, Agency Management

**For purposes of Sections 3 and 4 only:**

**BANK OF AMERICA, N.A.**, as Other Administrative Agent

By: /s/ Maria McClain
Name: Maria McClain
Title: Vice President, Agency Management

*[Signature Page to Amendment No. 3 to A&R Loan Agreement (PF)]*

**APPENDIX 9**
to Amended & Restated Loan Agreement

**AMENDMENT NO. 3 TO AMENDED & RESTATED LOAN AGREEMENT (G&I) AND AMENDMENT NO. 2 TO AMENDED & RESTATED INTERCREDITOR AGREEMENT**

**THIS AMENDMENT NO. 3 TO AMENDED & RESTATED LOAN AGREEMENT (G&I) AND AMENDMENT NO. 2 TO AMENDED & RESTATED INTERCREDITOR AGREEMENT** (this "Third Amendment"), dated as of April 17, 2015, is by and among (i) **HASI CF I Borrower LLC**, a Delaware limited liability company ("Borrower HASI"), **HAT CF I Borrower LLC**, a Delaware limited liability company (" Borrower HAT I") and **HAT CF II Borrower LLC**, a Delaware limited liability company ("Borrower HAT II", and together with Borrower HASI and Borrower HAT I, the " Borrowers"), (ii) **Bank of America, N.A.**, in its capacity as lender under the A&R Loan Agreement (as defined below) (in such capacity, the "Lender"), (iii) **Bank of America, N.A.**, in its capacity as administrative agent under the A&R Loan Agreement (in such capacity, the "Administrative Agent") and (iv) for purposes of Sections 3 and 4 only, **Bank of America, N.A.**, in its capacity as administrative agent under the Other Loan Agreement (in such capacity, the " Other Administrative Agent").

**WHEREAS**, the Borrowers, the Lender, and the Administrative Agent are parties to an Amended & Restated Loan Agreement (G&I) dated as of August 12, 2014 (as amended, amended and restated, or otherwise modified from time to time, the "A&R Loan Agreement");

**WHEREAS**, the Administrative Agent and the Other Administrative Agent, together with the Grantors, the PF Collateral Agent and the G&I Collateral Agent (as such parties are defined in the A&R Intercreditor Agreement), are parties to an Intercreditor Agreement dated as of August 12, 2014 (as amended, amended and restated, or otherwise modified from time to time, the "A&R Intercreditor Agreement");

**WHEREAS,** (a) the Borrowers, the Lender, and the Administrative Agent have agreed to amend certain provisions of the A&R Loan Agreement as more specifically set forth herein and (b) the Other Administrative Agent has agreed to consent to such amendments as more specifically set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

**SECTION 1. Definitions.**

Capitalized terms used in this Third Amendment but not defined herein shall have the meanings ascribed thereto in the A&R Loan Agreement.

**SECTION 2. Required Lender.**

The Lender holds 100% of the Outstanding Amount and the aggregate unused Commitments under the A&R Loan Agreement and thus constitutes the Required Lender for purposes of the A&R Loan Agreement and this Third Amendment.

**SECTION 3. A&R Loan Agreement Amendment.**

In accordance with *Section 15.1.1* of the A&R Loan Agreement and, with respect to the Administrative Agent and the Other Administrative Agent, *Section 3.4(c)(i)* of the A&R Intercreditor Agreement, and in each case subject to the terms set forth herein, as of the date hereof, the Required Lender, the Administrative Agent, the Other Administrative Agent and each Borrower hereby agree to amend the A&R Loan Agreement as follows:

i. The cover page to the A&R Loan Agreement is amended by deletion of "$125,000,000 Senior Secured Credit Facility" in its entirety and replacement with the following:

"$100,000,000 Senior Secured Credit Facility"

ii. The second recital to the A&R Loan Agreement is amended by deletion of "$125,000,000" in its entirety and replacement with "$100,000,000".

iii. The third recital to the A&R Loan Agreement is amended by deletion of "$325,000,000" in its entirety and replacement with "$400,000,000".

iv. *Section 1.1* to the A&R Loan Agreement is amended as follows:

a. by deletion of the definition of "Maximum Loan Amount" in its entirety and replacement with the following:

""Maximum Loan Amount" means $100,000,000."

v. *Schedule 1.1.1* to the A&R Loan Agreement is amended by deletion of "125,000,000" in its entirety and replacement with "100,000,000".

vi. *Section 2.6* of the A&R Loan Agreement is amended by deletion clause (b) in its entirety and replacement with the following:

"(b) the date on which the aggregate principal amount of all Advances made under the Loan Facility since July 19, 2013 (without regard to any prepayment or repayments hereunder), is equal to or greater than $300,000,000 (the "Maximum Advance Limitation"), and"

vii. *Section 15.9* of the A&R Loan Agreement is amended by addition of the following clause at the end thereof:

"; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it."

viii.

**SECTION 4. Intercreditor Agreement Amendment.**

The parties hereto agree that the reference to $125 million in the second recital to the A&R Intercreditor Agreement is hereby replaced with “an amount up to the Maximum Loan Amount”.

**SECTION 5. Third Amendment as Loan Document; Representations.**

i. For the avoidance of doubt, the parties hereto agree that this Third Amendment shall be deemed to be a Loan Document under the A&R Loan Agreement.

ii. The parties hereto agree that the total aggregate amount of all Advances made under the Loan Facility (without regard to any prepayment or repayments thereunder) as of the date of this Third Amendment is $121,300,000.

iii. Each Borrower represents and warrants, as to itself and each Related Borrower Party, to each Agent and the Lender, as of the date hereof, that the following statements are true and correct:

a. The execution, delivery and performance by such Borrower of this Third Amendment, and the consummation of the transactions contemplated hereby do not and will not (i) violate in any material respect (A) any provision of any Applicable Law with respect to such Related Borrower Party, (B) any of the Organizational Documents of any Related Borrower Party, or (C) any order, judgment or decree of any court or other agency of government binding on any Related Borrower Party; (ii) conflict with, result in a breach of or constitute (immediately or upon the giving of notice) a default in any material respect under any Contractual Obligation of any Related Borrower Party; (iii) result in or require the creation or imposition of any material Lien upon any of the properties or assets of any Related Borrower Party (other than any Liens permitted by or created under any of the Loan Documents in favor of Collateral Agent, on behalf of the Secured Parties); or (iv) require any approval of stockholders, members or partners or any approval or consent of any Person under any Contractual Obligation of any Related Borrower Party;

b. Such Borrower is duly authorized to execute, deliver and perform its obligations under this Third Amendment. The execution, delivery and performance of this Third Amendment has been duly authorized by all necessary corporate, limited liability company or partnerships, as applicable, action on the part of such Borrower;

c. This Third Amendment is a legal, valid and binding obligation of such Borrower, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights generally; and

iv. For purposes of determining withholding Taxes imposed under the Foreign Account Tax Compliance Act (FATCA), from and after the effective date of this Third Amendment, each Borrower and each Agent shall treat (and the Lender hereby authorizes the Agents to treat) the A&R Loan Agreement as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

**SECTION 6. Effect of Third Amendment.**

The amendment set forth herein is limited as written, is effective only in the specific instance and for the specific purpose for which given, and shall not be deemed to be a waiver of or consent to, or modification of in any respect, any other term or condition in the A&R Loan Agreement or any of the documents referred to herein or therein. The terms and provisions set forth in each Loan Document are hereby ratified and confirmed by each Borrower in all respects. Each Borrower acknowledges and agrees that the execution, delivery and performance of this Third Amendment by the Administrative Agent and of the Lender does not and shall not create (nor shall Borrowers or any Related Borrower Subsidiary rely upon the existence of or claim or assert that there exists) any obligation of the Lender and the Administrative Agent to consider or agree to any amendment of or waiver or consent with respect to any of the Loan Documents, or any other instrument or agreement to which the Administrative Agent or the Lender is a party (collectively an "Amendment or Consent"), and in the event that the Administrative Agent or the Lender subsequently agrees to consider any requested Amendment or Consent, neither the existence of this Third Amendment, nor any other conduct of the Administrative Agent or the Lender related hereto, shall be of any force or effect on the Administrative Agent's or the Lender's consideration or decision with respect to any such requested Amendment or Consent, and the Administrative Agent and the Lender shall not have any obligation whatsoever to consider or agree to any such Amendment or Consent.

**SECTION 7. Governing Law.**

This Third Amendment shall be governed by the laws of the State of New York.

**SECTION 8. Severability.**

Wherever possible, each provision of this Third Amendment shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of this Third Amendment shall remain in full force and effect.

**SECTION 9. Counterparts; Electronic Signatures.**

This Third Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of this Third Amendment by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart thereof.

**[Signatures Appear on Next Pages]**

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed and delivered by their respective officers or representatives hereunto duly authorized as of the date first written above.

**Borrowers**

**HASI CF I BORROWER LLC**, as a Borrower

By: /s/ Jeffrey W. Eckel
Jeffrey W. Eckel, President

**HAT CF I BORROWER LLC**, as a Borrower

By: /s/ Jeffrey W. Eckel
Jeffrey W. Eckel, President

**HAT CF II BORROWER LLC**, as a Borrower

By: /s/ Jeffrey W. Eckel
Jeffrey W. Eckel, President

**Lender**

**BANK OF AMERICA, N.A.**, as Lender

By: /s/ Sheikh Omer-Farooq
Name: Sheikh Omer-Farooq
Title: Director

*[Signature Page to Amendment No. 3 to A&R Loan Agreement (G&I)]*

**ACKNOWLEDGED AND AGREED:**

**BANK OF AMERICA, N.A.**, as Administrative Agent

By: /s/ Maria McClain
Name: Maria McClain
Title: Vice President, Agency Management

**For purposes of Sections 3 and 4 only:**

**BANK OF AMERICA, N.A.**, as Other Administrative Agent

By: /s/ Maria McClain
Name: Maria McClain
Title: Vice President, Agency Management

*[Signature Page to Amendment No. 3 to A&R Loan Agreement (G&I)]*