SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

Hannon Armstrong Sustainable Infrastructure Capital, Inc.

(Name of Issuer)

Common Stock, $0.01 par value per share
(Title of Class of Securities)

41068X100
(CUSIP number)

MissionPoint Capital Partners LLC
20 Marshall Street, Suite 300
(203) 286-0400
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

April 23, 2013
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box ☐.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to who copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) MissionPoint Capital Partners LLC		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☒		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) AF, OO		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6.	Citizenship or Place of Organization Delaware		
Number of Shares Beneficially Owned by Each Reporting Person With		7.	Sole Voting Power 1,249,771
		8.	Shared Voting Power 0
		9.	Sole Dispositive Power 1,249,771
		10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,249,771		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐		
13.	Percent of Class Represented by Amount in Row (11) 7.8%*		
14.	Type of Reporting Person (See Instructions) OO		

* Calculated based upon 15,734,515 shares of the Company's common stock outstanding as of April 17, 2013, as reported in the Company's final prospectus dated April 17, 2013 and filed with the Securities and Exchange Commission on April 19, 2013 (Accession No. 0001193125-13-161170).

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Mark Cirilli		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☒		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) AF, OO		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6.	Citizenship or Place of Organization United States		
Number of Shares Beneficially Owned by Each Reporting Person With		7.	Sole Voting Power 0
		8.	Shared Voting Power 1,249,771
		9.	Sole Dispositive Power 0
		10.	Shared Dispositive Power 1,249,771
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,249,771		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐		
13.	Percent of Class Represented by Amount in Row (11) 7.8%*		
14.	Type of Reporting Person (See Instructions) IN		

* Calculated based upon 15,734,515 shares of the Company's common stock outstanding as of April 17, 2013, as reported in the Company's final prospectus dated April 17, 2013 and filed with the Securities and Exchange Commission on April 19, 2013 (Accession No. 0001193125-13-161170).

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Jesse Fink	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☒	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF, OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,249,771
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,249,771
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,246,128	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 7.8%*	
14.	Type of Reporting Person (See Instructions) IN	

* Calculated based upon 15,734,515 shares of the Company's common stock outstanding as of April 17, 2013, as reported in the Company's final prospectus dated April 17, 2013 and filed with the Securities and Exchange Commission on April 19, 2013 (Accession No. 0001193125-13-161170).

Preliminary Note:

Hannon Armstrong Sustainable Infrastructure Capital, Inc. (the "Company") is a Maryland corporation that provides debt and equity financing for sustainable infrastructure projects, and that intends to be taxed and to operate in a manner allowing it to qualify as a real estate investment trust, or REIT, for federal income tax purposes. The Company is the sole general partner of Hannon Armstrong Sustainable Infrastructure, L.P., a Delaware limited partnership (the "Operating Partnership"). On April 23, 2013, the Company effected its initial public offering (the "IPO"), in which it offered and sold to the public an aggregate of 13,333,333 Shares (as defined in Item 1 below).

In connection with the IPO, the Reporting Persons (as described below in Item 2(a) below) caused entities they owned, which owned interests in Hannon Armstrong Capital LLC, to enter into merger agreements and contribution agreements with the Company or the Operating Partnership, pursuant to which they contributed their ownership in Hannon Armstrong Capital LLC or their interests in certain entities that owned interests in Hannon Armstrong Capital, LLC to the Company in exchange for Shares or OP Units (as defined below) of the Operating Partnership (such contributions and mergers, together with simultaneous contributions and mergers to or with the Company, the Operating Partnership and their respective subsidiaries, involving other parties and their interests in entities that also own interests in Hannon Armstrong Capital, LLC, the "Formation Transactions"). In connection with the Formation Transactions, the Company issued to affiliates of the Reporting Persons an aggregate of 919,691 Shares and the Operating Partnership issued to affiliates of the Reporting Persons an aggregate of 326,437 units of limited partnership interest ("OP Units"), in each case in reliance on the registration exemption provided by Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act").

For purposes of this statement:

"Closing Date" means April 23, 2013;

"Prospectus" means the Company's prospectus relating to the IPO, dated April 17, 2013, as filed by the Company with the SEC pursuant to Rule 424(b) under the Securities Act on April 19, 2013;

"Registration Statement" means the Company's registration statement on Form S-11 (Registration No. 333-186711) relating to the IPO, filed by the Company with the SEC on February 15, 2013, as subsequently amended by Amendments 1 through 4 thereto and declared effective by the SEC on April 17, 2013; and

"SEC" means the Securities and Exchange Commission.

"Security and Control Agreements" mean the Security and Control Agreements, dated as of April 25, 2013, by and among the Company, American Stock Transfer and Trust Company and each of (i) MissionPoint HA Parallel Fund, LLC and (ii) MissionPoint HA Parallel Fund II, LLC.

ITEM 1. SECURITY AND ISSUER.

This Statement on Schedule 13D (this "Statement") relates to shares of common stock, par value $0.01 per share (the "Shares"), of the Company. The address of the Company's principal executive office is 1906 Towne Centre Blvd, Suite 370, Annapolis, MD 21401.

ITEM 2. IDENTITY AND BACKGROUND.

Item 2 (a) – (c). This Statement is being filed by the following persons, all of whom together are referred to herein as the "Reporting Persons"):

(i) MissionPoint Capital Partners LLC ("MissionPoint");

(ii) Mr. Mark Cirilli; and

(iii) Mr. Jesse Fink.

Mr. Mark Cirilli and Mr. Jesse Fink are the executive committee members of MissionPoint. Mr. Cirilli serves as the representative of MissionPoint and its affiliates on the Company's board of directors.

The principal business of MissionPoint is that of a private investment fund engaging in the purchase and sale of investments for its own account. The principal business of each of Messrs. Cirilli and Fink is to act as an executive committee member of MissionPoint. The business address and principal executive offices of the each of the Reporting Persons are c/o MissionPoint Capital Partners, 20 Marshall Street, Suite 300, Norwalk, CT 06854.

Item 2 (d) – (e). During the last five years, none of the persons identified in this Item 2 has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors), or has been a party to any civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

Item 2 (f). MissionPoint is a Delaware limited liability company. Each of Messrs. Cirilli and Fink is a citizen of the United States.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Of the 1,249,771 Shares beneficially owned in aggregate by the Reporting Persons, 1,246,128 Shares were acquired on the Closing Date in the Formation Transactions and 3,643 Shares were acquired as grants to Mr. Cirilli in connection with his service to the Company as a director.

Shares. The Reporting Persons, pursuant to the Formation Transactions described in Item 6 below, acquired an aggregate of 919,691 Shares in exchange for their direct or indirect ownership interests in entities that directly or indirectly held interests in Hannon Armstrong Capital LLC. In addition, 3,643 shares of restricted common stock were granted by the Company to Mr. Cirilli as compensation for his service as a member of the Company's board of directors.

OP Units. The Reporting Persons, pursuant to the Formation Transactions described in Item 6 below, also received 326,437 OP Units in exchange for their interests in Hannon Armstrong Capital LLC. As further described in Item 6 below, the OP Units, beginning 180 days after the completion of the IPO, become redeemable in exchange for either (i) Shares on a one-for-one basis or (ii) a cash amount equal to the product of (A) the number of redeemed OP Units, multiplied by (B) the "Cash Amount" (as defined in the partnership agreement of the Operating Partnership).

ITEM 4. PURPOSE OF TRANSACTION.

As described in the Preliminary Note and Item 3 above, the Company issued Shares, and the Operating Partnership issued OP Units, to the Reporting Persons in the Formation Transactions. In connection with the Formation Transactions the Reporting Persons entered into various agreements as described in Item 6 below.

The purpose of the acquisition of the Shares is for investment. After the IPO and the Formation Transactions, the Reporting Persons will beneficially own approximately 7.8% of the Company based upon 15,127,372 Shares outstanding following consummation of the IPO and assuming that (i) 326,437 OP Units beneficially owned by the Reporting Persons are exchanged for Shares, regardless of whether such OP Units are currently exchangeable and (ii) no other party's OP Units are converted. Mr. Cirilli will serve as a member of the Company's board of directors.

Although no Reporting Person has any specific plan or proposal to acquire, transfer or dispose of Shares or OP Units, consistent with its investment purpose each Reporting Person at any time and from time to time may acquire additional Shares or other securities of the Company or, subject to the terms of the Lock-Up Agreements (as defined and further described in Item 6 below), transfer or dispose of any or all of its Shares, depending in any case upon an ongoing evaluation of the Reporting Persons' investment in the Shares, prevailing market conditions, other investment opportunities, liquidity requirements of the Reporting Persons and/or other investment considerations.

Pursuant to the Lock-Up Agreements, the Reporting Persons have agreed not to offer, pledge, sell or otherwise dispose of or transfer, or enter into any transaction that transfers, any Shares, or securities convertible into or exchangeable or exercisable for into Shares, owned by them at the completion of the IPO or thereafter acquired by them, for a period of 180 days after the completion of the IPO without the prior consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated, UBS Securities LLC and Wells Fargo Securities, LLC, as the representatives of the underwriters of the IPO (the "Underwriter Representatives").

In addition, as further described in Item 6 below, beginning 180 days after completion of the Company's initial public offering, the OP Units will become redeemable in exchange for either (i) Shares on a one-for-one basis or (ii) a cash amount equal to the product of (A) the number of redeemed OP Units, multiplied by (B) the "Cash Amount" (as defined in the partnership agreement of the Operating Partnership).

Except to the extent the foregoing may be deemed a plan or proposal, none of the Reporting Persons has any plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (a) through (j), inclusive, of the instructions to Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a),(b) The information set forth in Rows 7 through 13 of the cover page hereto for each of the Reporting Persons is incorporated herein by reference. Securities include (i) 381,893 Shares held directly by MissionPoint HA Parallel Fund, LLC ("Fund I"); (ii) 537,798 Shares held directly by MissionPoint HA Parallel Fund II, LLC ("Fund II"); (iii) 326,437 OP Units held directly by MissionPoint HA Parallel Fund III, LLC ("Fund III") and (iv) 3,643 Shares held directly by Mr. Cirilli, which were granted to Mr. Cirilli in connection with his service to the Company as a director. Mr. Cirilli, pursuant to an arrangement with MissionPoint, will assign to MissionPoint any remuneration received for service as a director of the Company. Such remuneration will then offset the management fees payable to MissionPoint by MissionPoint Capital Partners Fund I, L.P. ("MPCP", and together with Fund I, Fund II and Fund III, the "MissionPoint Funds"). The general partner of MPCP is MPCP I GP, LLC, and the manager of MPCP I GP, LLC and each of the MissionPoint Funds is MissionPoint. Messrs. Cirilli and Fink are the executive committee members of MissionPoint and share voting and dispositive power over the securities held by the MissionPoint Funds.

The percentage amount set forth in Row 13 for the cover page hereto for each of the Reporting Persons is calculated based upon 15,734,515 Shares outstanding, and assuming that (i) OP Units beneficially owned by the Reporting Persons are exchanged for Shares, regardless of whether such OP Units are currently exchangeable, and (ii) no other party's OP Units are converted.

(c) The dates and the number of Shares and OP Units involved for all transactions in the Shares and OP Units by the Reporting Persons in the past 60 days are set forth on Schedule A hereto and are incorporated herein by reference. All such transactions were acquisitions in the Formation Transactions.

(d) None.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Merger and Contribution Agreements

In connection with the Formation Transactions, Fund I, Fund II, Fund III and certain of their affiliates entered into merger and contribution agreements with the Company or the Operating Partnership, pursuant to which they contributed their interests in Hannon Armstrong Capital, LLC or in certain entities that owned interests in Hannon Armstrong Capital, LLC to the Company or the Operating Partnership substantially concurrently with the completion of this offering in exchange for Shares or OP Units (the "Merger and Contribution Agreements").

The foregoing summary of the contribution and merger agreements is qualified in its entirety by the full terms and conditions of such agreements. Such agreements, or forms thereof, are filed as Exhibits 10.11 through, 10.12 and 10.14 to the Registration Statement, which exhibit is incorporated herein by reference.

OP Agreement

MissionPoint HA Parallel Fund III, LLC is a party to the Amended and Restated Agreement of Limited Partnership of the Operating Partnership, dated as of the Closing Date (the "OP Agreement"). The OP Units have the rights and preferences as set forth in the OP Agreement and will, beginning 180 days after completion of the IPO, become redeemable in exchange for either (i) Shares on a one-for-one basis or (ii) a cash amount equal to the product of (A) the number of redeemed OP Units, multiplied by (B) the "Cash Amount" (as defined in the OP Agreement).

The foregoing summary of the OP Agreement is qualified in its entirety by the full terms and conditions of such agreement. The form of OP Agreement is filed as Exhibit 3.3 to the Registration Statement, which exhibit is incorporated herein by reference.

Registration Rights Agreement

The Reporting Persons entered into a Registration Rights Agreement, dated as of the Closing Date (the "Registration Rights Agreement"), between the Company and the initial holders named therein. Pursuant to the Registration Rights Agreement, upon request from such a person that holds at least 0.5% of our outstanding Shares, the Registration Rights Agreement requires the Company to use its commercially reasonable efforts to file a resale shelf registration statement on Form S-11 with the SEC providing for the resale of all Shares (including Shares issuable upon exchange of OP units) issued in connection with the Formation Transactions on or before the date that is the latest of (i) five business days following the expiration of the lock-up agreement the Company entered into with the underwriters prior to the commencement of the IPO; (ii) 60 days following the Company's receipt of such request; and (iii) if the lock-up agreement prohibiting the filing of such resale shelf registration statement is waived by the Underwriter Representatives, ten business days following the date on which the Company files its quarterly report on Form 10-Q for the quarterly period ended June 30, 2013, in each case, subject to extension upon certain events.

In addition, subject to certain limitations, the Company must use its commercially reasonable efforts to file with the SEC a resale shelf registration statement on Form S-3 providing for the resale of all Shares (including Shares issuable upon exchange of OP units) issued in connection with the Formation Transactions no later than 45 days after we first become eligible to register the resale of our securities pursuant to Form S-3 under the Securities Act, subject to extension upon certain events.

In certain circumstances, the Registration Rights Agreement also requires the Company to provide piggyback and underwritten offering demand rights to those holders who receive Shares (including Shares issuable upon exchange of OP units) in the Formation Transactions.

The foregoing summary of the Registration Rights Agreement is qualified in its entirety by the full terms and conditions of such agreement. The Registration Rights Agreement is filed as Exhibit 10.4 to the Registration Statement, which exhibit is incorporated herein by reference.

Lock-Up Agreements

Lock-Up Agreement

The Reporting Persons have each entered into agreements (the "Lock-Up Agreements") with the Underwriter Representatives. The Lock-Up Agreements provide that the Reporting Persons, with limited exceptions, for a period of 180 days after the date of the underwriting agreement among the Company and the underwriters, may not, without the prior written consent of the Underwriter Representatives, (1) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Shares or any securities convertible into or exercisable or exchangeable for Shares (including, without limitation, Shares or such other securities which may be deemed to be beneficially owned by the Company's directors and executive officers in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of a stock option or warrant) or (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Shares or such other securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Shares or such other securities, in cash or otherwise, or (3) make any demand for or exercise any right with respect to the registration of any Shares or any security convertible into or exercisable or exchangeable for the Company's Shares.

The foregoing summary of the Lock-Up Agreements is qualified in its entirety by the full terms and conditions of such agreements. A form of the Lock-Up Agreements is included as Exhibit B attached to Exhibit 1.1 to the Registration Statement, which Exhibit B is incorporated herein by reference.

Exemption from REIT Ownership Limits

As described in the Prospectus under the caption "Description of Stock—Restrictions on Ownership and Transfer," the Company's charter contains limits on the ownership of Shares that are intended to assist the Company in complying with certain provisions of the U.S. Internal Revenue Code governing the maintenance of REIT status. The Company's board of directors has granted to the Reporting Persons an exemption from these Share ownership limits, subject to various conditions and limitations, which allow MissionPoint and certain of its affiliates to collectively hold up to 1,500,000 Shares.

The foregoing summary of the Reporting Persons' exemption from the REIT ownership limits is qualified in its entirety by the description of such exemption as set forth in the Prospectus under the caption "Description of Stock—Restrictions on Ownership and Transfer," which description is incorporated herein by reference.

Security and Control Agreements

Pursuant to the Merger and Contribution Agreements, the MissionPoint Funds agreed to indemnify the Company and the Operating Partnership for breaches of certain representations and warranties regarding the entities and interests being acquired in the Formation Transactions, for six months after the completion of the Formation Transactions. In support of the MissionPoint Funds' indemnification obligations, Fund I and Fund II have each entered the Security and Control Agreements, pursuant to which Fund I and Fund II have deposited into escrow all of the Shares held by each of them. Any and all amounts remaining in the escrow six months from the closing of the Formation Transactions will be distributed to Fund I and Fund II to the extent that indemnity claims have not been made against such amounts. The foregoing summary of the Security and Control Agreements is qualified in its entirety by the full terms and conditions of such agreements as filed as Exhibit A-1 and Exhibit A-2. The Registration Rights Agreement is filed as Exhibit 10.4 to the Registration Statement, which exhibit is incorporated herein by reference.

Assignment of Director Remuneration

Mr. Cirilli, pursuant to an arrangement with MissionPoint, will assign to MissionPoint any remuneration received for service as a director to the Company, including the 3,643 Shares granted to Mr. Cirilli in connection with his service to the Company as a director. Such remuneration will then offset the management fees payable to MissionPoint by MPCP.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

The form of Agreement and Plan of Merger, dated as of April 15, 2013, among Fund I, Hannon Armstrong Sustainable Infrastructure Capital, Inc., HA Merger Sub I LLC, HA Merger Sub III LLC, MissionPoint ES Parallel Fund I, L.P., MissionPoint HA Parallel Fund I Corp. and MissionPoint HA Parallel Fund, L.P., was filed by the Company as Exhibit 10.11 to the Registration Statement. Such exhibit is hereby incorporated herein by reference.

The form of Agreement and Plan of Merger, dated as of April 15, 2013, among Fund II, Hannon Armstrong Sustainable Infrastructure Capital, Inc., HA Merger Sub II LLC, HA Merger Sub III LLC, MissionPoint ES Parallel Fund II, L.P., MissionPoint HA Parallel Fund II Corp. and MissionPoint HA Parallel Fund, L.P., was filed by the Company as Exhibit 10.12 to the Registration Statement. Such exhibit is hereby incorporated herein by reference.

The form of Contribution Agreement, dated as of April 15, 2013, by and among Fund III, Hannon Armstrong Sustainable Infrastructure Capital, Inc., Hannon Armstrong Sustainable Infrastructure, L.P. and MissionPoint HA Parallel Fund, L.P., was filed by the Company as Exhibit 10.14 to the Registration Statement. Such exhibit is hereby incorporated herein by reference.

The form of Amended and Restated Agreement of Limited Partnership of the Operating Partnership was filed as Exhibit 3.3 to the Registration Statement. Such exhibit is hereby incorporated herein by reference.

The form of Lock-Up Agreement signed by each of the Reporting Persons was filed as Exhibit B to the form of Underwriting Agreement, filed as Exhibit 1.1 to the Registration Statement. Such Exhibit B is hereby incorporated herein by reference.

The form of Registration Rights Agreement was filed by the Company as Exhibit 10.4 to the Registration Statement. Such exhibit is hereby incorporated herein by reference.

The Security and Control Agreement, dated as of April 25, 2013, by and among the Company, American Stock Transfer and Trust Company and MissionPoint HA Parallel Fund, LLC, is attached as Exhibit A-1 hereto.

The Security and Control Agreement, dated as of April 25, 2013, by and among the Company, American Stock Transfer and Trust Company and MissionPoint HA Parallel Fund II, LLC, is attached as Exhibit A-2 hereto.

There is filed herewith as Exhibit B a written agreement relating to the filing of joint acquisition statements as required by Section 240.13d-1(k) under the Securities Exchange Act of 1934, as amended.

SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this Statement is true, complete and correct.

Dated: May 3, 2013

MISSIONPOINT CAPITAL PARTNERS LLC

By: /s/ Mark Cirilli
Name: Mark Cirilli
Title: Executive Committee Member

/s/ Mark Cirilli
Mark Cirilli

/s/ Jesse Fink
Jesse Fink

Schedule A

TRANSACTIONS IN SHARES/OP UNITS ACQUIRED BY THE REPORTING PERSONS

Acquisition Date	Direct Owner	Shares Acquired	OP Units Acquired
4/23/2013	MissionPoint HA Parallel Fund, LLC	381,893	0
4/23/2013	MissionPoint HA Parallel Fund II, LLC	381,893	0
4/23/2013	MissionPoint HA Parallel Fund III, LLC	0	326,437
4/23/2013	Mark Cirilli	3,643	0

Exhibit A-1

SECURITY AND CONTROL AGREEMENT

Dated as of April 25, 2013

among

MISSIONPOINT HA PARALLEL FUND, LLC
As Grantor

HANNON ARMSTRONG SUSTAINABLE INFRASTRUCTURE CAPITAL, INC.
As Secured Party

and

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC,
As Custodian

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SECURITY AND CONTROL AGREEMENT dated as of April 25, 2013, (this "Agreement") by and among MissionPoint HA Parallel Fund, LLC, a Delaware limited liability company (the "Grantor"), Hannon Armstrong Sustainable Infrastructure Capital, Inc., a Maryland corporation (the 'Secured Party"), and American Stock Transfer & Trust Company, LLC, as securities intermediary (the "Custodian").

RECITALS

WHEREAS, the Grantor and the Secured Party, among others, have entered into an Agreement and Plan of Merger, dated as of April 15, 2013 (the "Merger Agreement"), under which the Grantor has agreed to indemnify the Secured Party in respect of the Grantor's obligations under Article VII of the Merger Agreement.

WHEREAS, to secure its obligations under the Merger Agreement, the Grantor has agreed to grant the Secured Party a security interest over the securities held in the Securities Collateral Account (as defined below).

WHEREAS, the Grantor, the Secured Party and the Custodian desire to enter into this Agreement for the purpose of creating and perfecting such security interest.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and set forth, the Grantor, the Secured Party and the Custodian hereby agree as follows:

SECTION 1. DEFINITIONS

Capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement. Unless otherwise defined herein, all terms defined in the New York Uniform Commercial Code are used herein as therein defined. As used herein, the following terms have the following meanings:

"Authorized Person" means (a) with respect to the Grantor, any Person, whether or not an officer or employee of the Grantor, duly authorized by the Grantor to act on behalf of the Grantor hereunder, such Persons to be designated in a Certificate of Authorized Persons which contains a specimen signature of such Person and (b) with respect to the Secured Party, any Person, whether or not an officer or employee of the Secured Party, duly authorized by the Secured Party to act on behalf of the Secured Party hereunder, such Persons to be designated in a Certificate of Authorized Persons which contains a specimen signature of such Person.

"Book-Entry System" means a book-entry system for securities maintained at the Custodian.

"Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for business in New York.

"Collateral" has the meaning set forth in Section 3.1 hereof.

"Credit to the Securities Collateral Account" means the making by the Custodian of an appropriate record in its books and records that the Delivered Securities Collateral is being held in a Securities Collateral Account and subject to the security interest of the Secured Party. The use of the terms "Credited" in connection with a Securities Collateral Account shall have a corresponding meaning.

"Deliver," "Delivered" or "Delivery" means the taking of the following steps by the Grantor:

(a) causing the Custodian to indicate by book entry that the Securities Collateral has been Credited to the Securities Collateral Account;

(b) taking such additional or alternative procedures as may hereafter become appropriate to grant a first priority, perfected security interest in such items of the Securities Collateral to the Custodian, consistent with applicable law or regulations; or

(c) in each case of Delivery contemplated herein, causing the Custodian to make appropriate notations on its records, and causing the same to be made on the records of its nominees, if any, indicating that such Securities Collateral is held for the benefit of the Secured Party, pursuant to and as provided herein.

Effective upon Delivery of any item of the Securities Collateral, the Custodian shall be deemed to have acknowledged (i) that it has taken possession of or credited such item of the Securities Collateral without notice of any adverse claim thereto appearing on the face of such item (if in physical form) or otherwise actually known to the Custodian and (ii) that it holds such item of the Securities Collateral as Custodian hereunder for the benefit of the Secured Party, provided that such acknowledgment shall not impose any other affirmative duty or obligation upon the Custodian with regard to inquiry or investigation of, or constructive or actual notice of adverse claims.

"Enforcement Event" means the failure of the Grantor to pay or discharge in full any of the Secured Obligations when due and the Grantor fails to pay or discharge such Secured Obligations within ten (10) business days of notice by the Secured Party to the Grantor.

"Enforcement Notice" means a written notification in substantially the form set out in Schedule 1, delivered by the Secured Party to the Custodian that an Enforcement Event has occurred and is continuing.

"NYUCC" or "New York Uniform Commercial Code" means the version of the Uniform Commercial Code from time to time in effect in the State of New York.

"Person" means any individual, company, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Secured Obligations" means all amounts at any time payable by the Grantor to the Secured Party in respect of Article VII of the Merger Agreement.

"Securities Collateral Account" has the meaning set forth in Section 2.7 hereof.

SECTION 2. CUSTODIAN

2.1 Designation of Custodian

The Custodian shall segregate and hold the Securities Collateral in the Securities Collateral Account as securities intermediary, for the purpose of perfecting the Secured Party's security interest in the Securities Collateral, and shall dispose of the Securities Collateral only in accordance with the terms and conditions of this Agreement; provided, however, that, except for the performance of its duties hereunder, the Custodian shall have no responsibility or liability, other than as provided in the last sentence of Section 2.4 of this Agreement, with respect to the validity, perfection or enforceability of the security interest.

2.2 Acceptance of Appointment as Custodian and Establishment of Account

The Custodian agrees that it is acting as a securities intermediary hereunder, and that, in such capacity, it will establish and maintain the Securities Collateral Account in accordance with the terms and conditions of this Agreement.

2.3 Notification to Custodian

The Custodian is hereby notified of and acknowledges the Secured Party's security interest in the Securities Collateral. The Grantor additionally hereby grants an irrevocable power of attorney in favor of the Secured Party for the purpose of permitting the Secured Party to sign in the Grantor's name any and all documents, and to provide any and all notices, as may be required by the Custodian in order to complete and accomplish the payment or delivery of any Securities Collateral to a third party so designated by the Secured Party, provided that the Secured Party may not exercise such power of attorney unless an Enforcement Notice has been delivered by the Secured Party.

2.4 Control Agreement and Acknowledgment of Security Interest by Custodian

The Custodian acknowledges receipt of notice of the Secured Party's security interest in the Securities Collateral, and will mark its records, by book-entry or otherwise, to indicate the Secured Party's security interest in the Securities Collateral and the proceeds thereof. The Custodian agrees and acknowledges that (a) the Secured Party's security interest in the Securities Collateral is and will continue to be identified on the Custodian's books and records, by book-entry or otherwise; (b) the Custodian has not and will not confirm an interest or a security entitlement in the Securities Collateral to any person other than to the Grantor, the Secured Party and the Custodian; and (c) the Custodian's records do not indicate any claim to the Securities Collateral adverse to that of the Secured Party nor do they indicate any person, other than the Grantor and the Secured Party, as having any interest in the Securities Collateral or authority to issue entitlement orders with respect to the Securities Collateral and the Custodian will, as soon as practicable, such period in any event no longer than five Business Days, give the Secured Party and Grantor notice of any adverse claim received in writing by the Custodian. Except as provided in Section 6.4, the Custodian waives any contractual or statutory security interest or lien or right of set-off that the Custodian has or may acquire with respect to the Securities Collateral. The Custodian hereby agrees that it shall comply with entitlement orders and directions originated by the Secured Party without further consent of any other person or entity, including the Grantor, in accordance with Section 2.5.

2.5 Control over Securities Collateral Account

This Agreement is intended by the parties hereto to grant "control" of the Securities Collateral Account to the Secured Party for purposes of perfection of the Secured Party's security interest in the Securities Collateral pursuant to Articles 8 and 9 of the NYUCC. Notwithstanding any term or condition to the contrary in this Agreement, after the delivery of an Enforcement Notice, the Custodian shall make all payments or transfers with respect to the Securities Collateral Account only (i) in accordance with the written instructions of the Secured Party, or (ii) pursuant to the express terms and conditions of this Agreement. Without prejudice to any rights of the Custodian as subordinated lienholder with respect to the Securities Collateral Account, all transfers so made from the Securities Collateral Account by the Custodian shall be made irrespective of, and without deduction for, any counterclaim, defense, recoupment or set off, and shall be final, and the Custodian will not seek to recover from the Grantor for any reason any such payment once made. The Grantor, the Secured Party and the Custodian also agree that after the delivery of an Enforcement Notice the Custodian will comply with written instructions, entitlement orders and directions originated by the Secured Party directing disposition of the Securities Collateral without further consent by the Grantor.

2.6 Financial Assets Election

The parties hereto agree that they shall treat all assets Credited to the Securities Collateral Account as "financial assets" within the meaning of Section 8-102(a) of the NYUCC.

2.7 Establishment of Securities Collateral Account

The Custodian hereby confirms and agrees that it has opened and established in the name of the Grantor a securities account (as defined in Section 8-501(a) of the NYUCC), to which Securities Collateral is Credited and which is designated as "MissionPoint HA Parallel Fund, LLC Merger Agreement Collateral" (as such account may be redesignated or numbered by the Custodian from time to time, the "Securities Collateral Account").

(a) Custodian shall establish and maintain the Securities Collateral Account. The Custodian agrees to respond, as soon as practicable, to any request from the Grantor or the Secured Party with respect to a statement of the amounts then held in the Securities Collateral Account; and

(b) Custodian shall not re-pledge or engage in any securities lending with respect to the Securities Collateral nor grant any margin loan secured thereby.

SECTION 3. GRANT OF SECURITY INTEREST

3.1 Security Interest

As security for the prompt and complete payment when due of the Secured Obligations in accordance with the terms and conditions of this Agreement and the Merger Agreement, and the due and punctual performance of the covenants of the Grantor hereunder, the Grantor hereby pledges, assigns, conveys and transfers to the Secured Party, and hereby grants to the Secured Party, a security interest under the NYUCC in and to, and a general first lien upon and right of set-off against, all of the Grantor's right, title and interest, whether now owned or hereafter acquired by the Grantor, wherever located, and whether now or hereafter existing or arising, in and to the Merger Consideration received by the Grantor in accordance with the Merger Agreement (the "Securities Collateral") and any Replacement Collateral delivered pursuant to Section 3.4 hereto (collectively, the "Collateral").

3.2 Rights with Respect to Collateral

(a) Dividends. Unless the Secured Party has delivered an Enforcement Notice to the Custodian, the Grantor shall be entitled to receive all dividends (if any) received in respect of the Collateral. Upon the written request of the Grantor, the Custodian shall promptly remit to the Grantor any such payment received by the Custodian.

(b) Voting Rights. While the Securities Collateral remains credited to the Securities Collateral Account, the Grantor shall be entitled to exercise all voting rights in relation to the Collateral.

(c) Remedies. If an Enforcement Event shall have occurred and an Enforcement Notice has been delivered:

(i) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a Secured Party upon default under the NYUCC (whether or not the NYUCC applies to the affected Collateral) and also may: (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place and time to be designated by the Secured Party that is reasonably convenient to both parties; (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable; and (iii) exercise any and all rights and remedies of the Grantor under or in connection with the Collateral, or otherwise in respect of the Collateral. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(ii) Any cash held by or on behalf of the Secured Party and all cash proceeds received by or on behalf of the Secured Party in respect of any sale of, collection from,or other realization upon all or any part of the Collateral may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied in whole or in part by the Secured Party against, all or any part of the Secured Obligations, in such order as the Secured Party may elect.

(iii) Any surplus of such cash or cash proceeds held by or on behalf of the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to the account of the Grantor in accordance with the terms of the Merger Agreement or otherwise as directed by the Grantor.

(iv) The Secured Party may, without notice to the Grantor except as required by law and at any time or from time to time, charge, set off and otherwise apply all or any part of the Secured Obligations against any funds held by it as Collateral.

3.3 Release of Collateral

Upon satisfaction of all Secured Obligations under the Merger Agreement, or after a Cash Collateralization pursuant to Section 3.4 hereto, the Custodian shall, upon the joint written request of the Grantor and the Secured Party, promptly return to the Grantor all Securities Collateral held by the Custodian in the Securities Collateral Account and the Secured Party shall be deemed to have released the lien created by this Agreement with respect to any Securities Collateral so returned to the Grantor. In addition, if no Enforcement Notice has been delivered to Grantor prior to October 14, 2013, Custodian shall, with no further instruction or written request, promptly return to the Grantor all Securities Collateral held by the Custodian in the Securities Collateral Account and the Secured Party shall be deemed to have released the lien created by this Agreement with respect to any Securities Collateral so returned to the Grantor and this Agreement shall terminate. The Grantor is hereby authorized to file UCC amendments and appropriate filings at such time evidencing the termination of the liens so released. At the request of the Grantor following any such termination, the Secured Party and the Custodian shall deliver to the Grantor such payoff letters and other documents as the Grantor shall reasonably request to evidence such termination.

3.4 Cash Collateralization

The Grantor may deposit cash collateral, in an amount equal to the lesser of the Grantor's potential obligations for indemnity claims brought under Article VII of the Merger Agreement, as mutually agreed upon by Grantor and Secured Party or $1,000,000 ("Replacement Collateral"), into a deposit account that is subject to a security interest in favor of the Secured Party and a deposit account control agreement or similar arrangement providing for perfection of such security interest, in each case satisfactory to the Secured Party acting reasonably (a "Cash Collateralization").

3.5 Other Provisions Regarding the Collateral

(a) Further Assurances. The Grantor covenants and agrees that it will at its own expense execute, deliver, file and record any financing statement, specific assignment or other paper and take any other action that may be necessary or desirable in order to create, preserve, perfect or validate any security interests granted to the Secured Party hereunder, or the priority thereof, or to enable the Secured Party and the Custodian to exercise and enforce any rights under this Agreement with respect to any of the Collateral or the proceeds thereof.

(b) Notice of Actions. The Grantor will give written notice to the Secured Party and the Custodian of, and defend the Secured Party and the Collateral against, any suit, action or proceeding against the Collateral or which could adversely affect the security interests granted hereunder.

(c) The Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under any contracts and agreements related to the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed; (b) the exercise by the Secured Party of any of the rights hereunder shall not release the Grantor from any of its duties or obligations under the contracts and agreements relating to the Collateral; and (c) the Secured Party shall not have any obligation or liability under the contracts and agreements relating to the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder, except as otherwise provided in Section 3.3 hereof.

SECTION 4. COVENANTS

4.1 Covenants of the Grantor

Except after a Cash Collateralization pursuant to Section 3.4 hereto, or otherwise with the Secured Creditor's prior written consent, the Grantor shall not:

(a) assign or dispose of all or any part of the Securities Collateral other than as expressly contemplated in, and permitted by, this Agreement and the Merger Agreement;

(b) create, grant or permit to exist any security interest over, or any restriction on the ability to transfer or realize, all or any part of the Securities Collateral (other than as set out in this Agreement); or

(c) transfer any of the Securities Collateral other than as expressly contemplated in, and permitted by, this Agreement and the Merger Agreement.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Grantor

The Grantor represents and warrants to the Secured Party and the Custodian that:

(a) it is duly authorized to enter into this Agreement and the transactions contemplated hereby;

(b) it has duly executed and delivered this Agreement, which constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms subject to bankruptcy, insolvency and similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether considered in a proceeding at law or in equity) and to the application of judicial discretion;

(c) the execution, delivery and performance of this Agreement by it does not and will not result in a breach or violation of, or cause a default under its charter or bylaws;

(d) the Grantor is the legal and beneficial owner of the Securities Collateral granted or purported to be granted by it free and clear of any lien, claim, option or right of others, except for the security interest created under this Agreement. No effective financing statement or other instrument similar in effect covering all or any part of such Securities Collateral or listing the Grantor or any trade name of the Grantor as debtor is on file in any recording office;

(e) this Agreement creates in favor of the Secured Party a valid security interest in the Collateral, securing the payment of the Secured Obligations; all filings and other actions necessary to perfect the security interest in the Collateral granted by the Grantor have been duly made or taken and are in full force and effect; and such security interest is first priority; and

(f) other than requirements under the Securities Act of 1933, as amended, and the rules promulgated thereunder and the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder, no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for (i) the grant by the Grantor of the security interest granted hereunder or for the execution, delivery or performance of this Agreement by the Grantor or (ii) the perfection or maintenance of the security interest created hereunder (including the first priority nature of such security interest) under the NYUCC.

5.2 Representations and Warranties of the Custodian

The Custodian represents and warrants to the Secured Party and the Grantor that (i) it is duly authorized to enter into this Agreement and the transactions contemplated hereby; (ii) it has duly executed and delivered this Agreement, which constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms subject to bankruptcy, insolvency and similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether considered in a proceeding at law or in equity) and to the application of judicial discretion; and (iii) the execution, delivery and performance of this Agreement by it does not and will not result in a breach or violation of, or cause a default under its charter or bylaws. The Custodian represents that it is acting under this Agreement as securities intermediary with respect to the Securities Collateral Account and any securities, security entitlements and proceeds Credited thereto and that its jurisdiction as securities intermediary is New York, New York.

5.3 Representations and Warranties of the Secured Party

The Secured Party represents and warrants to the Grantor and the Custodian that (i) it is duly authorized to enter into this Agreement and the transactions contemplated hereby; (ii) it has duly executed and delivered this Agreement, which constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms subject to bankruptcy, insolvency and similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether considered in a proceeding at law or in equity) and to the application of judicial discretion; and (iii) the execution, delivery and performance of this Agreement by it does not and will not result in a breach or violation of, or cause a default under its charter or by-laws or any provision of any instrument, judgment, injunction, order, license, law or regulation applicable to or binding upon it or its assets.

SECTION 6. THE CUSTODIAN

6.1 Liability of the Custodian

The Custodian will not be liable for, and the Grantor shall hold harmless and indemnify the Custodian against, any damage, loss, liabilities, claims, costs or expenses, including attorney's fees ("Losses") whatsoever to, asserted against or incurred by the Secured Party, the Grantor or any other Person at any time for any action taken, or for refraining from the taking of any action, in good faith pursuant to this Agreement, unless caused by the Custodian's own gross negligence, willful misconduct or bad faith. The Custodian will not be liable for: (i) acting in accordance with any written instructions actually received by the Custodian and reasonably believed by the Custodian to be given by an Authorized Person; (ii) for conclusively presuming that all disbursements of cash or deliveries of Securities Collateral directed by the Grantor or the Secured Party, as applicable, by a written instruction are in accordance with the Merger Agreement, (iii) for the insolvency of any Book-Entry System or for any Securities Collateral held by such Book-Entry System.

6.2 Custodian's Obligations as to Collateral

Without limiting the generality of the foregoing, the Custodian shall not be under any obligation to inquire into, and shall not be liable for, the title, transferability, validity or genuineness of the issue of any Collateral, the legality of the purchase or sale thereof or the propriety of the amount paid or received therefor, and the due authority of any person to act on behalf of the Secured Party or the Grantor with respect to Securities Collateral held in the Securities Collateral Account. The Custodian shall not be under any duty or obligation to ascertain whether any Securities Collateral at any time Delivered to or held by the Custodian hereunder is such as properly may be held by the Grantor or the Secured Party or any Persons for which either acts. The Custodian has no interest in, and no duty, responsibility or obligation with respect to, the Merger Agreement (including without limitation, no duty, responsibility or obligation to monitor the Grantor's or the Secured Party's compliance with the Merger Agreement or to know the terms of the Merger Agreement). The Custodian shall not at any time be under any duty to monitor the value of any Securities Collateral held in the Securities Collateral Account or whether the Securities Collateral is of a type required to be held in the Securities Collateral Account, or to supervise the investment of, or to advise or make any recommendation for the purchase, sale, retention or disposition of any Securities Collateral.

6.3 Custodian's Responsibility

The Custodian shall not be liable for any Securities Collateral received by it on behalf of the Secured Party until such Securities Collateral is actually Delivered.

6.4 Compensation and Waiver of Setoff Rights and Liens

The Custodian shall be entitled to receive, and the Secured Party agrees to pay to the Custodian, all out-of-pocket expenses and such compensation, as may be agreed upon from time to time between the Custodian and the Secured Party. Notwithstanding the foregoing, however, the Custodian hereby agrees that any right of counterclaim, banker's lien, liens or perfection rights as securities intermediary with respect to the Securities Collateral shall be subordinated to the lien of the Secured Party.

6.5 Reliance on Instructions

The Custodian shall be entitled to rely without further investigation upon any certificate or written instruction, including any Enforcement Notice or certification contained therein, received by it from any Person and reasonably believed by it to be duly authorized and delivered. The Grantor and the Secured Party agree that the fact that contrary written instructions are received by the Custodian shall in no way affect the validity or enforceability of the transactions previously authorized and effected by the Custodian.

6.6 Access to Books and Records

The Grantor and the Secured Party, or their authorized representatives, shall have access to the books and records maintained by the Custodian with respect to the Securities Collateral during the normal business hours of the Custodian provided that written notice as to the day and time of such access is sent to the Custodian five Business Days beforehand. Upon the reasonable request of the Grantor or the Secured Party, copies of any such books and records shall be provided by the Custodian to the Grantor or the Secured Party and/or their authorized representatives, as the case may be, at the sole cost and expense of such requesting party.

6.7 Circumstances Beyond Control

The Custodian shall not be responsible or liable for (i) special, consequential, indirect or punitive damages or (ii) any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation (to the extent beyond its reasonable control), acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service, accidents, labor disputes, acts of civil or military authority or governmental actions.

6.8 No Implied Duties or Responsibilities

The Custodian shall have no duties or responsibilities except such duties and responsibilities as are specifically set forth in this Agreement, and no covenant or obligation shall be implied in this Agreement against the Custodian. No provision of this Agreement shall require the Custodian to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

6.9 Resignation or Removal; Termination

(a) Subject to the further provisions of this Section 6.9, the Custodian may resign at any time as custodian hereunder by delivery to the each of the other parties of not less than 60 days' prior written notice of resignation. The Grantor (provided no Enforcement Event has occurred and is continuing) or the Secured Party with the consent of the Grantor (which consent shall not be necessary if an Enforcement Event has occurred as of the date written notice of such Enforcement Event is delivered and is continuing at the end of the 60 day notice period), may, on 60 days' prior written notice to the Custodian and any other party hereto, remove the Custodian from its position as securities intermediary hereunder. Upon any such resignation or removal, the Grantor or the Secured Party, with the consent of the Grantor (which consent shall not be necessary if an Enforcement Event has occurred and is continuing), shall appoint a successor securities intermediary and depositary bank which appointee, upon its agreement to comply with the terms of this Agreement shall be accepted and appointed as successor. Until such time as a successor is appointed and shall have agreed to serve as successor securities intermediary and depositary bank, the Custodian shall continue to serve as securities intermediary and depositary bank hereunder and shall continue to be subject to the provisions hereof.

(b) Upon acceptance by a qualified successor custodian of its appointment hereunder, the Custodian, upon (i) payment of its charges and all other amounts payable to it hereunder and (ii) a joint instruction of the Grantor and Secured Party, shall cause to be Delivered to such successor custodian all Securities Collateral in its possession or under its control, as the case may be, and the successor custodian shall credit the Securities Collateral to a securities account, and shall deposit any cash then on deposit with it into a cash Securities Collateral Account established as a segregated deposit account (as defined in the NYUCC), designated as described herein and subject to the other provisions hereof.

(c) It is expressly agreed and acknowledged by the Grantor and the Secured Party that the Custodian is not guaranteeing performance of or assuming any liability for the obligations of the Grantor or the Secured Party hereunder nor is it assuming any credit risk associated with transactions hereunder, which liabilities and risks are the responsibility of the Grantor and the Secured Party; further, it is expressly agreed that the Custodian is not undertaking to make credit available to the Secured Party or the Grantor to enable it to complete transactions hereunder.

(d) If this Agreement has not terminated in accordance with Section 6.9(a), then this Agreement shall terminate upon the earlier to occur of (i) the return of all of the remaining Collateral to the Grantor in accordance with Section 3.3, (ii) the sale of all of the remaining Collateral by the Secured Party, or (iii) delivery of the Collateral to the Secured Party such that there is no remaining Securities Collateral in the Securities Collateral Account and no remaining Cash Collateral posted pursuant to the Cash Collateralization.

6.10 Advice of Counsel

Custodian may, with respect to questions of law specifically regarding a Securities Collateral Account, obtain the advice of counsel selected in accordance with a standard of care consistent for a prudent custodian of securities similar to the Securities Collateral and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice.

SECTION 7. MISCELLANEOUS

7.1 No Waiver; Cumulative Remedies

No failure or delay on the part of the Secured Party, the Grantor or the Custodian in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other exercise of that or any other right or remedy. The rights and remedies of the Secured Party, the Grantor and the Custodian hereunder are cumulative and are not exclusive of any rights or remedies provided by law or equity or in any other contract between such parties. None of the terms or provisions of this Agreement may be waived, modified or amended, except in writing duly signed by the Secured Party, the Grantor and the Custodian.

7.2 Survival

All warranties, representations and indemnities made by the Secured Party, the Grantor or the Custodian, as the case may be, in this Agreement or in any of the instruments or documents delivered pursuant to this Agreement regardless of any investigation made shall be considered to have been relied upon by the other party hereto and shall survive the delivery of any instruments or documents and the execution hereof.

7.3 Successors and Assigns

This Agreement and all obligations and rights arising hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and beneficiaries. Notwithstanding the foregoing, this Agreement, and the obligations and rights arising out of this Agreement or any part hereof, shall not be sold, pledged or assigned or otherwise transferred by the Secured Party, the Grantor or the Custodian without the prior written consent of all of the other parties hereto and any such attempted sale, pledge, assignment or transfer shall be void *ab initio.*

7.4 Applicable Law/Jurisdiction/Waiver of Jury Trial

(a) THIS AGREEMENT, THE RIGHTS OF THE PARTIES AND ALL ACTIONS ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION HEREWITH WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW OR ANY SUCCESSOR TO SUCH STATUTE, (WITHOUT REFERENCE TO CONFLICTS OF LAWS PROVISIONS).

(b) EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

7.5 Severability of Provisions

If any one or more of the provisions contained in this Agreement is declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

7.6 Counterparts

This Agreement may be executed in several counterparts by different parties, each of which shall constitute an original and all of which, taken together, shall constitute but one agreement binding upon the parties hereto.

7.7 Interpretation

The headings of the articles and sections hereof are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

7.8 Notices

(a) Any Enforcement Notice delivered to the Custodian hereunder shall be in writing signed by the Secured Party and shall be served by facsimile or hand delivery or courier to the relevant contact details of the Custodian set out in Section 7.8(b), with a copy (by email or facsimile) to the Grantor.

Any other notice pursuant to this Agreement shall be in writing signed by or on behalf of the party giving it and may be served by sending it both (i) by email to the email address(es) of the other party(ies) as set out in Section 7.8(b) (or such other email address(es) of which the sender shall have been duly notified in accordance with this Section) and (ii) by facsimile, hand delivery or courier to the facsimile number(s) or address(es), as the case may be, of the other party(ies) as set out in Section 7.8(b) (or to such other facsimile number(s) or address(es) of which the sender shall have been duly notified in accordance with this Section).

Proof of posting or dispatch of any notice shall be deemed to be proof of receipt: (i) in the case of a hand delivery or courier, on the Business Day after delivery; and (ii) in the case of email, courier or facsimile transmission, on the Business Day immediately following the date of dispatch. Where multiple or alternative means of giving notice are permitted or required, deemed receipt by the receiving party shall be effective on the earliest of the possible means used.

(b) The details for notices are:

The Secured Party:

Hannon Armstrong Sustainable Infrastructure
Capital, Inc.
1906 Towne Centre Blvd
Suite 370
Annapolis, MD 21401
Attention: Steven L. Chuslo
Tel: 410-571-6161
Fax: 410-571-6199
Email: schuslo@hannonarmstrong.com

with a copy to:
Jay L. Bernstein
Clifford Chance US LLP
31 West 52nd Street
New York, New York 10019

The Custodian:

American Stock Transfer & Trust Company, LLC

Address: 6201 15th Avenue
Brooklyn, NY 11219
Attention: Susan Silber
Tel: 718.921.8217
Fax: 718-765-8726
Email: ***ssilber@amstock.com***

The Grantor:

Mission Point HA Parallel Fund, LLC
[20 Marshall Street, Suite 300
Norwalk, CT 06854
Attention: Len Nero
Tel: 203.604.1955
Fax: 203.286.0588
Email: lnero@missionpointcapital.com

7.9 No Confidentiality

Notwithstanding anything to the contrary in this Agreement, each party hereto (and each employee, representative or other agent of such party) may disclose to any and all persons, without limitation of any kind solely relating to tax matters, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions or other tax analyses) that are provided to any party hereto relating to such tax treatment and tax structure. However, each party hereto shall keep confidential any such information relating to the tax treatment and tax structure of the transaction to the extent necessary to comply with any applicable federal or state securities laws.

7.10 Viewing Rights

The Grantor agrees that the Secured Party shall be granted viewing rights with respect to the Securities Collateral Account, such access to be subject to the Custodian's standard agreement regarding the same.

[SIGNATURE PAGE FOLLOWS]

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

MISSIONPOINT HA PARALLEL FUND, LLC

By: MissionPoint Capital Partners LLC

By: /s/ Jesse Fink
Name: Jesse Fink
Title: Executive Committee Member

By: /s/ Mark Cirilli
Name: Mark Cirilli
Title: Executive Committee Member

HANNON ARMSTRONG SUSTAINABLE INFRASTRUCTURE CAPITAL, INC.

By: /s/ Jeffrey W. Eckel
Name: Jeffrey W. Eckel
Title: President & Chief Executive Officer

[Fund I Pledge Agreement Signature Page]

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

By: /s/ Paula Caroppoli
Name: Paula Caroppoli
Title: Senior Vice President

[Fund I Pledge Agreement Signature Page]

SCHEDULE 1

Form of Enforcement Notice

BY HAND DELIVERY OR COURIER
American Stock Transfer & Trust Company, LLC,
as Custodian
6201 15th Avenue
Brooklyn, NY 11219

[date]

Ladies and Gentlemen:

Re: MissionPoint HA Parallel Fund, LLC – Security and Control Agreement

We refer to the Security and Control Agreement (the "**Agreement**") dated [ ] and made among MissionPoint HA Parallel Fund, LLC (the "**Grantor**"), Hannon Armstrong Sustainable Infrastructure Capital, Inc. (the "**Secured Party**") and American Stock Transfer & Trust Company, LLC, (the "**Custodian**"). Terms used but not defined in this letter shall have the meanings given to them in the Agreement.

In accordance with Section 2.3 of the Agreement, we hereby give notice that an Enforcement Event has occurred and is continuing.

Sincerely,

HANNON ARMSTRONG SUSTAINABLE INFRASTRUCTURE CAPITAL, INC.

By: _____

Name:
Title:

cc: MissionPoint HA Parallel Fund, LLC
(by email or facsimile)

Exhibit A-2

SECURITY AND CONTROL AGREEMENT

Dated as of April 25, 2013

among

MISSIONPOINT HA PARALLEL FUND II, LLC
As Grantor

HANNON ARMSTRONG SUSTAINABLE INFRASTRUCTURE CAPITAL, INC.
As Secured Party

and

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC,
As Custodian

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SECURITY AND CONTROL AGREEMENT dated as of April 25, 2013, (this "Agreement") by and among MissionPoint HA Parallel Fund II, LLC, a Delaware limited liability company (the "Grantor"), Hannon Armstrong Sustainable Infrastructure Capital, Inc., a Maryland corporation (the "Secured Party"), and American Stock Transfer & Trust Company, LLC, as securities intermediary (the "Custodian").

RECITALS

WHEREAS, the Grantor and the Secured Party, among others, have entered into an Agreement and Plan of Merger, dated as of April 15, 2013 (the "Merger Agreement"), under which the Grantor has agreed to indemnify the Secured Party in respect of the Grantor's obligations under Article VII of the Merger Agreement.

WHEREAS, to secure its obligations under the Merger Agreement, the Grantor has agreed to grant the Secured Party a security interest over the securities held in the Securities Collateral Account (as defined below).

WHEREAS, the Grantor, the Secured Party and the Custodian desire to enter into this Agreement for the purpose of creating and perfecting such security interest.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and set forth, the Grantor, the Secured Party and the Custodian hereby agree as follows:

SECTION 1. DEFINITIONS

Capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement. Unless otherwise defined herein, all terms defined in the New York Uniform Commercial Code are used herein as therein defined. As used herein, the following terms have the following meanings:

"Authorized Person" means (a) with respect to the Grantor, any Person, whether or not an officer or employee of the Grantor, duly authorized by the Grantor to act on behalf of the Grantor hereunder, such Persons to be designated in a Certificate of Authorized Persons which contains a specimen signature of such Person and (b) with respect to the Secured Party, any Person, whether or not an officer or employee of the Secured Party, duly authorized by the Secured Party to act on behalf of the Secured Party hereunder, such Persons to be designated in a Certificate of Authorized Persons which contains a specimen signature of such Person.

"Book-Entry System" means a book-entry system for securities maintained at the Custodian.

"Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for business in New York.

"Collateral" has the meaning set forth in Section 3.1 hereof.

"Credit to the Securities Collateral Account" means the making by the Custodian of an appropriate record in its books and records that the Delivered Securities Collateral is being held in a Securities Collateral Account and subject to the security interest of the Secured Party. The use of the terms "Credited" in connection with a Securities Collateral Account shall have a corresponding meaning.

"Deliver," "Delivered" or "Delivery" means the taking of the following steps by the Grantor:

(a) causing the Custodian to indicate by book entry that the Securities Collateral has been Credited to the Securities Collateral Account;

(b) taking such additional or alternative procedures as may hereafter become appropriate to grant a first priority, perfected security interest in such items of the Securities Collateral to the Custodian, consistent with applicable law or regulations; or

(c) in each case of Delivery contemplated herein, causing the Custodian to make appropriate notations on its records, and causing the same to be made on the records of its nominees, if any, indicating that such Securities Collateral is held for the benefit of the Secured Party, pursuant to and as provided herein.

Effective upon Delivery of any item of the Securities Collateral, the Custodian shall be deemed to have acknowledged (i) that it has taken possession of or credited such item of the Securities Collateral without notice of any adverse claim thereto appearing on the face of such item (if in physical form) or otherwise actually known to the Custodian and (ii) that it holds such item of the Securities Collateral as Custodian hereunder for the benefit of the Secured Party, provided that such acknowledgment shall not impose any other affirmative duty or obligation upon the Custodian with regard to inquiry or investigation of, or constructive or actual notice of adverse claims.

"Enforcement Event" means the failure of the Grantor to pay or discharge in full any of the Secured Obligations when due and the Grantor fails to pay or discharge such Secured Obligations within ten (10) business days of notice by the Secured Party to the Grantor.

"Enforcement Notice" means a written notification in substantially the form set out in Schedule 1, delivered by the Secured Party to the Custodian that an Enforcement Event has occurred and is continuing.

"NYUCC" or "New York Uniform Commercial Code" means the version of the Uniform Commercial Code from time to time in effect in the State of New York.

"Person" means any individual, company, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Secured Obligations" means all amounts at any time payable by the Grantor to the Secured Party in respect of Article VII of the Merger Agreement.

"Securities Collateral Account" has the meaning set forth in Section 2.7 hereof.

SECTION 2. CUSTODIAN

2.1 Designation of Custodian

The Custodian shall segregate and hold the Securities Collateral in the Securities Collateral Account as securities intermediary, for the purpose of perfecting the Secured Party's security interest in the Securities Collateral, and shall dispose of the Securities Collateral only in accordance with the terms and conditions of this Agreement; provided, however, that, except for the performance of its duties hereunder, the Custodian shall have no responsibility or liability, other than as provided in the last sentence of Section 2.4 of this Agreement, with respect to the validity, perfection or enforceability of the security interest.

2.2 Acceptance of Appointment as Custodian and Establishment of Account

The Custodian agrees that it is acting as a securities intermediary hereunder, and that, in such capacity, it will establish and maintain the Securities Collateral Account in accordance with the terms and conditions of this Agreement.

2.3 Notification to Custodian

The Custodian is hereby notified of and acknowledges the Secured Party's security interest in the Securities Collateral. The Grantor additionally hereby grants an irrevocable power of attorney in favor of the Secured Party for the purpose of permitting the Secured Party to sign in the Grantor's name any and all documents, and to provide any and all notices, as may be required by the Custodian in order to complete and accomplish the payment or delivery of any Securities Collateral to a third party so designated by the Secured Party, provided that the Secured Party may not exercise such power of attorney unless an Enforcement Notice has been delivered by the Secured Party.

2.4 Control Agreement and Acknowledgment of Security Interest by Custodian

The Custodian acknowledges receipt of notice of the Secured Party's security interest in the Securities Collateral, and will mark its records, by book-entry or otherwise, to indicate the Secured Party's security interest in the Securities Collateral and the proceeds thereof. The Custodian agrees and acknowledges that (a) the Secured Party's security interest in the Securities Collateral is and will continue to be identified on the Custodian's books and records, by book-entry or otherwise; (b) the Custodian has not and will not confirm an interest or a security entitlement in the Securities Collateral to any person other than to the Grantor, the Secured Party and the Custodian; and (c) the Custodian's records do not indicate any claim to the Securities Collateral adverse to that of the Secured Party nor do they indicate any person, other than the Grantor and the Secured Party, as having any interest in the Securities Collateral or authority to issue entitlement orders with respect to the Securities Collateral and the Custodian will, as soon as practicable, such period in any event no longer than five Business Days, give the Secured Party and Grantor notice of any adverse claim received in writing by the Custodian. Except as provided in Section 6.4, the Custodian waives any contractual or statutory security interest or lien or right of set-off that the Custodian has or may acquire with respect to the Securities Collateral. The Custodian hereby agrees that it shall comply with entitlement orders and directions originated by the Secured Party without further consent of any other person or entity, including the Grantor, in accordance with Section 2.5.

2.5 Control over Securities Collateral Account

This Agreement is intended by the parties hereto to grant "control" of the Securities Collateral Account to the Secured Party for purposes of perfection of the Secured Party's security interest in the Securities Collateral pursuant to Articles 8 and 9 of the NYUCC. Notwithstanding any term or condition to the contrary in this Agreement, after the delivery of an Enforcement Notice, the Custodian shall make all payments or transfers with respect to the Securities Collateral Account only (i) in accordance with the written instructions of the Secured Party, or (ii) pursuant to the express terms and conditions of this Agreement. Without prejudice to any rights of the Custodian as subordinated lienholder with respect to the Securities Collateral Account, all transfers so made from the Securities Collateral Account by the Custodian shall be made irrespective of, and without deduction for, any counterclaim, defense, recoupment or set off, and shall be final, and the Custodian will not seek to recover from the Grantor for any reason any such payment once made. The Grantor, the Secured Party and the Custodian also agree that after the delivery of an Enforcement Notice the Custodian will comply with written instructions, entitlement orders and directions originated by the Secured Party directing disposition of the Securities Collateral without further consent by the Grantor.

2.6 Financial Assets Election

The parties hereto agree that they shall treat all assets Credited to the Securities Collateral Account as "financial assets" within the meaning of Section 8-102(a) of the NYUCC.

2.7 Establishment of Securities Collateral Account

The Custodian hereby confirms and agrees that it has opened and established in the name of the Grantor a securities account (as defined in Section 8-501(a) of the NYUCC), to which Securities Collateral is Credited and which is designated as "MissionPoint HA Parallel Fund II, LLC Merger Agreement Collateral" (as such account may be redesignated or numbered by the Custodian from time to time, the "Securities Collateral Account").

(a) Custodian shall establish and maintain the Securities Collateral Account. The Custodian agrees to respond, as soon as practicable, to any request from the Grantor or the Secured Party with respect to a statement of the amounts then held in the Securities Collateral Account; and

(b) Custodian shall not re-pledge or engage in any securities lending with respect to the Securities Collateral nor grant any margin loan secured thereby.

SECTION 3. GRANT OF SECURITY INTEREST

3.1 Security Interest

As security for the prompt and complete payment when due of the Secured Obligations in accordance with the terms and conditions of this Agreement and the Merger Agreement, and the due and punctual performance of the covenants of the Grantor hereunder, the Grantor hereby pledges, assigns, conveys and transfers to the Secured Party, and hereby grants to the Secured Party, a security interest under the NYUCC in and to, and a general first lien upon and right of set-off against, all of the Grantor's right, title and interest, whether now owned or hereafter acquired by the Grantor, wherever located, and whether now or hereafter existing or arising, in and to the Merger Consideration received by the Grantor in accordance with the Merger Agreement (the "Securities Collateral") and any Replacement Collateral delivered pursuant to Section 3.4 hereto (collectively, the "Collateral").

3.2 Rights with Respect to Collateral

(a) Dividends. Unless the Secured Party has delivered an Enforcement Notice to the Custodian, the Grantor shall be entitled to receive all dividends (if any) received in respect of the Collateral. Upon the written request of the Grantor, the Custodian shall promptly remit to the Grantor any such payment received by the Custodian.

(b) Voting Rights. While the Securities Collateral remains credited to the Securities Collateral Account, the Grantor shall be entitled to exercise all voting rights in relation to the Collateral.

(c) Remedies. If an Enforcement Event shall have occurred and an Enforcement Notice has been delivered:

(i) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a Secured Party upon default under the NYUCC (whether or not the NYUCC applies to the affected Collateral) and also may: (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place and time to be designated by the Secured Party that is reasonably convenient to both parties; (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable; and (iii) exercise any and all rights and remedies of the Grantor under or in connection with the Collateral, or otherwise in respect of the Collateral. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(ii) Any cash held by or on behalf of the Secured Party and all cash proceeds received by or on behalf of the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied in whole or in part by the Secured Party against, all or any part of the Secured Obligations, in such order as the Secured Party may elect.

(iii) Any surplus of such cash or cash proceeds held by or on behalf of the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to the account of the Grantor in accordance with the terms of the Merger Agreement or otherwise as directed by the Grantor.

(iv) The Secured Party may, without notice to the Grantor except as required by law and at any time or from time to time, charge, set off and otherwise apply all or any part of the Secured Obligations against any funds held by it as Collateral.

3.3 Release of Collateral

Upon satisfaction of all Secured Obligations under the Merger Agreement, or after a Cash Collateralization pursuant to Section 3.4 hereto, the Custodian shall, upon the joint written request of the Grantor and the Secured Party, promptly return to the Grantor all Securities Collateral held by the Custodian in the Securities Collateral Account and the Secured Party shall be deemed to have released the lien created by this Agreement with respect to any Securities Collateral so returned to the Grantor. In addition, if no Enforcement Notice has been delivered to Grantor prior to October 14, 2013, Custodian shall, with no further instruction or written request, promptly return to the Grantor all Securities Collateral held by the Custodian in the Securities Collateral Account and the Secured Party shall be deemed to have released the lien created by this Agreement with respect to any Securities Collateral so returned to the Grantor and this Agreement shall terminate. The Grantor is hereby authorized to file UCC amendments and appropriate filings at such time evidencing the termination of the liens so released. At the request of the Grantor following any such termination, the Secured Party and the Custodian shall deliver to the Grantor such payoff letters and other documents as the Grantor shall reasonably request to evidence such termination.

3.4 Cash Collateralization

The Grantor may deposit cash collateral, in an amount equal to the lesser of the Grantor's potential obligations for indemnity claims brought under Article VII of the Merger Agreement, as mutually agreed upon by Grantor and Secured Party or $1,000,000 ("Replacement Collateral"), into a deposit account that is subject to a security interest in favor of the Secured Party and a deposit account control agreement or similar arrangement providing for perfection of such security interest, in each case satisfactory to the Secured Party acting reasonably (a "Cash Collateralization").

3.5 Other Provisions Regarding the Collateral

(a) Further Assurances. The Grantor covenants and agrees that it will at its own expense execute, deliver, file and record any financing statement, specific assignment or other paper and take any other action that may be necessary or desirable in order to create, preserve, perfect or validate any security interests granted to the Secured Party hereunder, or the priority thereof, or to enable the Secured Party and the Custodian to exercise and enforce any rights under this Agreement with respect to any of the Collateral or the proceeds thereof.

(b) Notice of Actions. The Grantor will give written notice to the Secured Party and the Custodian of, and defend the Secured Party and the Collateral against, any suit, action or proceeding against the Collateral or which could adversely affect the security interests granted hereunder.

(c) The Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under any contracts and agreements related to the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed; (b) the exercise by the Secured Party of any of the rights hereunder shall not release the Grantor from any of its duties or obligations under the contracts and agreements relating to the Collateral; and (c) the Secured Party shall not have any obligation or liability under the contracts and agreements relating to the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder, except as otherwise provided in Section 3.3 hereof.

SECTION 4. COVENANTS

4.1 Covenants of the Grantor

Except after a Cash Collateralization pursuant to Section 3.4 hereto, or otherwise with the Secured Creditor's prior written consent, the Grantor shall not:

(a) assign or dispose of all or any part of the Securities Collateral other than as expressly contemplated in, and permitted by, this Agreement and the Merger Agreement;

(b) create, grant or permit to exist any security interest over, or any restriction on the ability to transfer or realize, all or any part of the Securities Collateral (other than as set out in this Agreement); or

(c) transfer any of the Securities Collateral other than as expressly contemplated in, and permitted by, this Agreement and the Merger Agreement.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Grantor

The Grantor represents and warrants to the Secured Party and the Custodian that:

(a) it is duly authorized to enter into this Agreement and the transactions contemplated hereby;

(b) it has duly executed and delivered this Agreement, which constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms subject to bankruptcy, insolvency and similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether considered in a proceeding at law or in equity) and to the application of judicial discretion;

(c) the execution, delivery and performance of this Agreement by it does not and will not result in a breach or violation of, or cause a default under its charter or bylaws;

(d) the Grantor is the legal and beneficial owner of the Securities Collateral granted or purported to be granted by it free and clear of any lien, claim, option or right of others, except for the security interest created under this Agreement. No effective financing statement or other instrument similar in effect covering all or any part of such Securities Collateral or listing the Grantor or any trade name of the Grantor as debtor is on file in any recording office;

(e) this Agreement creates in favor of the Secured Party a valid security interest in the Collateral, securing the payment of the Secured Obligations; all filings and other actions necessary to perfect the security interest in the Collateral granted by the Grantor have been duly made or taken and are in full force and effect; and such security interest is first priority; and

(f) other than requirements under the Securities Act of 1933, as amended, and the rules promulgated thereunder and the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder, no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for (i) the grant by the Grantor of the security interest granted hereunder or for the execution, delivery or performance of this Agreement by the Grantor or (ii) the perfection or maintenance of the security interest created hereunder (including the first priority nature of such security interest) under the NYUCC.

5.2 Representations and Warranties of the Custodian

The Custodian represents and warrants to the Secured Party and the Grantor that (i) it is duly authorized to enter into this Agreement and the transactions contemplated hereby; (ii) it has duly executed and delivered this Agreement, which constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms subject to bankruptcy, insolvency and similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether considered in a proceeding at law or in equity) and to the application of judicial discretion; and (iii) the execution, delivery and performance of this Agreement by it does not and will not result in a breach or violation of, or cause a default under its charter or bylaws. The Custodian represents that it is acting under this Agreement as securities intermediary with respect to the Securities Collateral Account and any securities, security entitlements and proceeds Credited thereto and that its jurisdiction as securities intermediary is New York, New York.

5.3 Representations and Warranties of the Secured Party

The Secured Party represents and warrants to the Grantor and the Custodian that (i) it is duly authorized to enter into this Agreement and the transactions contemplated hereby; (ii) it has duly executed and delivered this Agreement, which constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms subject to bankruptcy, insolvency and similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether considered in a proceeding at law or in equity) and to the application of judicial discretion; and (iii) the execution, delivery and performance of this Agreement by it does not and will not result in a breach or violation of, or cause a default under its charter or by-laws or any provision of any instrument, judgment, injunction, order, license, law or regulation applicable to or binding upon it or its assets.

SECTION 6. THE CUSTODIAN

6.1 Liability of the Custodian

The Custodian will not be liable for, and the Grantor shall hold harmless and indemnify the Custodian against, any damage, loss, liabilities, claims, costs or expenses, including attorney's fees ("Losses") whatsoever to, asserted against or incurred by the Secured Party, the Grantor or any other Person at any time for any action taken, or for refraining from the taking of any action, in good faith pursuant to this Agreement, unless caused by the Custodian's own gross negligence, willful misconduct or bad faith. The Custodian will not be liable for: (i) acting in accordance with any written instructions actually received by the Custodian and reasonably believed by the Custodian to be given by an Authorized Person; (ii) for conclusively presuming that all disbursements of cash or deliveries of Securities Collateral directed by the Grantor or the Secured Party, as applicable, by a written instruction are in accordance with the Merger Agreement, (iii) for the insolvency of any Book-Entry System or for any Securities Collateral held by such Book-Entry System.

6.2 Custodian's Obligations as to Collateral

Without limiting the generality of the foregoing, the Custodian shall not be under any obligation to inquire into, and shall not be liable for, the title, transferability, validity or genuineness of the issue of any Collateral, the legality of the purchase or sale thereof or the propriety of the amount paid or received therefor, and the due authority of any person to act on behalf of the Secured Party or the Grantor with respect to Securities Collateral held in the Securities Collateral Account. The Custodian shall not be under any duty or obligation to ascertain whether any Securities Collateral at any time Delivered to or held by the Custodian hereunder is such as properly may be held by the Grantor or the Secured Party or any Persons for which either acts. The Custodian has no interest in, and no duty, responsibility or obligation with respect to, the Merger Agreement (including without limitation, no duty, responsibility or obligation to monitor the Grantor's or the Secured Party's compliance with the Merger Agreement or to know the terms of the Merger Agreement). The Custodian shall not at any time be under any duty to monitor the value of any Securities Collateral held in the Securities Collateral Account or whether the Securities Collateral is of a type required to be held in the Securities Collateral Account, or to supervise the investment of, or to advise or make any recommendation for the purchase, sale, retention or disposition of any Securities Collateral.

6.3 Custodian's Responsibility

The Custodian shall not be liable for any Securities Collateral received by it on behalf of the Secured Party until such Securities Collateral is actually Delivered.

6.4 Compensation and Waiver of Setoff Rights and Liens

The Custodian shall be entitled to receive, and the Secured Party agrees to pay to the Custodian, all out-of-pocket expenses and such compensation, as may be agreed upon from time to time between the Custodian and the Secured Party. Notwithstanding the foregoing, however, the Custodian hereby agrees that any right of counterclaim, banker's lien, liens or perfection rights as securities intermediary with respect to the Securities Collateral shall be subordinated to the lien of the Secured Party.

6.5 Reliance on Instructions

The Custodian shall be entitled to rely without further investigation upon any certificate or written instruction, including any Enforcement Notice or certification contained therein, received by it from any Person and reasonably believed by it to be duly authorized and delivered. The Grantor and the Secured Party agree that the fact that contrary written instructions are received by the Custodian shall in no way affect the validity or enforceability of the transactions previously authorized and effected by the Custodian.

6.6 Access to Books and Records

The Grantor and the Secured Party, or their authorized representatives, shall have access to the books and records maintained by the Custodian with respect to the Securities Collateral during the normal business hours of the Custodian provided that written notice as to the day and time of such access is sent to the Custodian five Business Days beforehand. Upon the reasonable request of the Grantor or the Secured Party, copies of any such books and records shall be provided by the Custodian to the Grantor or the Secured Party and/or their authorized representatives, as the case may be, at the sole cost and expense of such requesting party.

6.7 Circumstances Beyond Control

The Custodian shall not be responsible or liable for (i) special, consequential, indirect or punitive damages or (ii) any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation (to the extent beyond its reasonable control), acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service, accidents, labor disputes, acts of civil or military authority or governmental actions.

6.8 No Implied Duties or Responsibilities

The Custodian shall have no duties or responsibilities except such duties and responsibilities as are specifically set forth in this Agreement, and no covenant or obligation shall be implied in this Agreement against the Custodian. No provision of this Agreement shall require the Custodian to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

6.9 Resignation or Removal; Termination

(a) Subject to the further provisions of this Section 6.9, the Custodian may resign at any time as custodian hereunder by delivery to the each of the other parties of not less than 60 days' prior written notice of resignation. The Grantor (provided no Enforcement Event has occurred and is continuing) or the Secured Party with the consent of the Grantor (which consent shall not be necessary if an Enforcement Event has occurred as of the date written notice of such Enforcement Event is delivered and is continuing at the end of the 60 day notice period), may, on 60 days' prior written notice to the Custodian and any other party hereto, remove the Custodian from its position as securities intermediary hereunder. Upon any such resignation or removal, the Grantor or the Secured Party, with the consent of the Grantor (which consent shall not be necessary if an Enforcement Event has occurred and is continuing), shall appoint a successor securities intermediary and depositary bank which appointee, upon its agreement to comply with the terms of this Agreement shall be accepted and appointed as successor. Until such time as a successor is appointed and shall have agreed to serve as successor securities intermediary and depositary bank, the Custodian shall continue to serve as securities intermediary and depositary bank hereunder and shall continue to be subject to the provisions hereof.

(b) Upon acceptance by a qualified successor custodian of its appointment hereunder, the Custodian, upon (i) payment of its charges and all other amounts payable to it hereunder and (ii) a joint instruction of the Grantor and Secured Party, shall cause to be Delivered to such successor custodian all Securities Collateral in its possession or under its control, as the case may be, and the successor custodian shall credit the Securities Collateral to a securities account, and shall deposit any cash then on deposit with it into a cash Securities Collateral Account established as a segregated deposit account (as defined in the NYUCC), designated as described herein and subject to the other provisions hereof.

(c) It is expressly agreed and acknowledged by the Grantor and the Secured Party that the Custodian is not guaranteeing performance of or assuming any liability for the obligations of the Grantor or the Secured Party hereunder nor is it assuming any credit risk associated with transactions hereunder, which liabilities and risks are the responsibility of the Grantor and the Secured Party; further, it is expressly agreed that the Custodian is not undertaking to make credit available to the Secured Party or the Grantor to enable it to complete transactions hereunder.

(d) If this Agreement has not terminated in accordance with Section 6.9(a), then this Agreement shall terminate upon the earlier to occur of (i) the return of all of the remaining Collateral to the Grantor in accordance with Section 3.3, (ii) the sale of all of the remaining Collateral by the Secured Party, or (iii) delivery of the Collateral to the Secured Party such that there is no remaining Securities Collateral in the Securities Collateral Account and no remaining Cash Collateral posted pursuant to the Cash Collateralization.

6.10 Advice of Counsel

Custodian may, with respect to questions of law specifically regarding a Securities Collateral Account, obtain the advice of counsel selected in accordance with a standard of care consistent for a prudent custodian of securities similar to the Securities Collateral and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice.

SECTION 7. MISCELLANEOUS

7.1 No Waiver; Cumulative Remedies

No failure or delay on the part of the Secured Party, the Grantor or the Custodian in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other exercise of that or any other right or remedy. The rights and remedies of the Secured Party, the Grantor and the Custodian hereunder are cumulative and are not exclusive of any rights or remedies provided by law or equity or in any other contract between such parties. None of the terms or provisions of this Agreement may be waived, modified or amended, except in writing duly signed by the Secured Party, the Grantor and the Custodian.

7.2 Survival

All warranties, representations and indemnities made by the Secured Party, the Grantor or the Custodian, as the case may be, in this Agreement or in any of the instruments or documents delivered pursuant to this Agreement regardless of any investigation made shall be considered to have been relied upon by the other party hereto and shall survive the delivery of any instruments or documents and the execution hereof.

7.3 Successors and Assigns

This Agreement and all obligations and rights arising hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and beneficiaries. Notwithstanding the foregoing, this Agreement, and the obligations and rights arising out of this Agreement or any part hereof, shall not be sold, pledged or assigned or otherwise transferred by the Secured Party, the Grantor or the Custodian without the prior written consent of all of the other parties hereto and any such attempted sale, pledge, assignment or transfer shall be void *ab initio.*

7.4 Applicable Law/Jurisdiction/Waiver of Jury Trial

(a) THIS AGREEMENT, THE RIGHTS OF THE PARTIES AND ALL ACTIONS ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION HEREWITH WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW OR ANY SUCCESSOR TO SUCH STATUTE, (WITHOUT REFERENCE TO CONFLICTS OF LAWS PROVISIONS).

(b) EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

7.5 Severability of Provisions

If any one or more of the provisions contained in this Agreement is declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

7.6 Counterparts

This Agreement may be executed in several counterparts by different parties, each of which shall constitute an original and all of which, taken together, shall constitute but one agreement binding upon the parties hereto.

7.7 Interpretation

The headings of the articles and sections hereof are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

7.8 Notices

(a) Any Enforcement Notice delivered to the Custodian hereunder shall be in writing signed by the Secured Party and shall be served by facsimile or hand delivery or courier to the relevant contact details of the Custodian set out in Section 7.8(b), with a copy (by email or facsimile) to the Grantor.

Any other notice pursuant to this Agreement shall be in writing signed by or on behalf of the party giving it and may be served by sending it both (i) by email to the email address(es) of the other party(ies) as set out in Section 7.8(b) (or such other email address(es) of which the sender shall have been duly notified in accordance with this Section) and (ii) by facsimile, hand delivery or courier to the facsimile number(s) or address(es), as the case may be, of the other party(ies) as set out in Section 7.8(b) (or to such other facsimile number(s) or address(es) of which the sender shall have been duly notified in accordance with this Section).

Proof of posting or dispatch of any notice shall be deemed to be proof of receipt: (i) in the case of a hand delivery or courier, on the Business Day after delivery; and (ii) in the case of email, courier or facsimile transmission, on the Business Day immediately following the date of dispatch. Where multiple or alternative means of giving notice are permitted or required, deemed receipt by the receiving party shall be effective on the earliest of the possible means used.

(b) The details for notices are:

The Secured Party:

Hannon Armstrong Sustainable Infrastructure
Capital, Inc.
1906 Towne Centre Blvd
Suite 370
Annapolis, MD 21401
Attention: Steven L. Chuslo
Tel: 410-571-6161
Fax: 410-571-6199
Email: schuslo@hannonarmstrong.com

with a copy to:
Jay L. Bernstein
Clifford Chance US LLP
31 West 52nd Street
New York, New York 10019

The Custodian:

American Stock Transfer & Trust Company, LLC

Address:	6201 15th Avenue Brooklyn, NY 11219
Attention:	Susan Silber
Tel:	718.921.8217
Fax:	718-765-8726
Email:	***ssilber@amstock.com***

The Grantor:

Mission Point HA Parallel Fund, LLC
20 Marshall Street, Suite 300
Norwalk, CT 06854

Attention:	Len Nero
Tel:	203.604.1955
Fax:	203.286.0588
Email:	lnero@missionpointcapital.com

7.9 No Confidentiality

Notwithstanding anything to the contrary in this Agreement, each party hereto (and each employee, representative or other agent of such party) may disclose to any and all persons, without limitation of any kind solely relating to tax matters, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions or other tax analyses) that are provided to any party hereto relating to such tax treatment and tax structure. However, each party hereto shall keep confidential any such information relating to the tax treatment and tax structure of the transaction to the extent necessary to comply with any applicable federal or state securities laws.

7.10 Viewing Rights

The Grantor agrees that the Secured Party shall be granted viewing rights with respect to the Securities Collateral Account, such access to be subject to the Custodian's standard agreement regarding the same.

[SIGNATURE PAGE FOLLOWS]

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

MISSIONPOINT HA PARALLEL FUND II, LLC

By: MissionPoint Capital Partners LLC

By: /s/ Jesse Fink
Name: Jesse Fink
Title: Executive Committee Member

By: /s/ Mark Cirilli
Name: Mark Cirilli
Title: Executive Committee Member

HANNON ARMSTRONG SUSTAINABLE INFRASTRUCTURE CAPITAL, INC.

By: /s/ Jeffrey W. Eckel
Name: Jeffrey W. Eckel
Title: President & Chief Executive Officer

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

By: /s/ Paula Caroppoli
Name: Paula Caroppoli
Title: Senior Vice President

[Fund II Pledge Agreement Signature Page]

SCHEDULE 1

Form of Enforcement Notice

BY HAND DELIVERY OR COURIER
American Stock Transfer & Trust Company, LLC,
as Custodian
6201 15th Avenue
Brooklyn, NY 11219

[date]

Ladies and Gentlemen:

Re: MissionPoint HA Parallel Fund II, LLC – Security and Control Agreement

We refer to the Security and Control Agreement (the "**Agreement**") dated [ ] and made among MissionPoint HA Parallel Fund II, LLC (the "**Grantor**"), Hannon Armstrong Sustainable Infrastructure Capital, Inc. (the "**Secured Party**") and American Stock Transfer & Trust Company, LLC, (the "**Custodian**"). Terms used but not defined in this letter shall have the meanings given to them in the Agreement.

In accordance with Section 2.3 of the Agreement, we hereby give notice that an Enforcement Event has occurred and is continuing.

Sincerely,

HANNON ARMSTRONG SUSTAINABLE INFRASTRUCTURE CAPITAL, INC.

By: _____
Name:
Title:

cc: MissionPoint HA Parallel Fund II, LLC
(by email or facsimile)

Exhibit B

Joint Filing Agreement

In accordance with Rule 13d-1(f) under the Securities and Exchange Act of 1934, the persons or entities named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Shares and further agree that this joint filing agreement be included as an exhibit to this Schedule 13D. In evidence thereof, the undersigned, being duly authorized, have executed this Joint Filing Agreement as of May 3, 2013.

MISSIONPOINT CAPITAL PARTNERS LLC

By: /s/ Mark Cirilli
Name: Mark Cirilli
Title: Executive Committee Member

/s/ Mark Cirilli
Mark Cirilli

/s/ Jesse Fink
Jesse Fink