

**FORM L**

**OPINION OF COUNSEL**

**LETTERHEAD OF INDEPENDENT LAW FIRM OR IN-HOUSE COUNSEL**

[Date of Comprehensive Agreement]

Virginia Department of Transportation  
1401 East Broad Street  
Richmond, VA 23219

Re: Comprehensive Agreement for the Transform 66 P3 Project dated as of [•], 2016, by and between Virginia Department of Transportation (the “Department”), [•], a [•] (the “Developer”) and [•] (the “Design-Build Contractor”).

Ladies and Gentlemen:

*[Insert description of relationship of counsel to the Developer and its joint venture members, general partners, members, as applicable, the Parent Guarantors and any other entities whose approval is required in order to authorize delivery of the Proposal and execution of the Comprehensive Agreement and the other Project agreements, as applicable.]* This opinion is being provided to you pursuant to the Instructions to Proposers (“ITP”) contained in the Request for Proposals issued by the Department on July 29, 2016, as amended. Capitalized terms used but not defined herein shall have their respective meanings set forth in the ITP or Exhibit A to the Comprehensive Agreement.

In giving this opinion, we have examined [•]. We also have considered such questions of law and we have examined such documents and instruments and certificates of public officials and individuals who participated in the procurement process as we have deemed necessary or advisable.

In giving this opinion, we have assumed that all items submitted to us or reviewed by us are genuine, accurate and complete, and if not originals, are true and correct copies of originals, and that all signatures on such items are genuine. *[Insert other assumptions.]*

Subject to the foregoing, we are of the opinion that:

1. [opinion regarding organization/formation and existence of the Developer and that the Developer has corporate power to own its properties and assets, carry on its business, enter into the Comprehensive Agreement and the Design-Build Contract and perform its obligations under each of the Comprehensive Agreement, the Design-Build Contract and the other Project agreements to which the Developer is a party (collectively, with the Comprehensive Agreement and the Design-Build Contract, the “Developer Project Agreements”) [if the Developer is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners]

2. [opinion regarding organization/formation and existence of the Parent Guarantors and that the Parent Guarantors have corporate power to own their respective properties and assets, carry on their respective businesses, enter into the Parent Guarantee and perform their respective obligations under the Parent Guarantee]

3. [opinion regarding good standing and qualification to do business in Commonwealth of Virginia for the Developer and Parent Guarantors] [if the Developer and/or Parent Guarantors are partnerships/joint ventures, these opinions are also required for each of their respective joint venture members and general partners]

4. [opinion that each of the Developer Project Agreements have been duly authorized by all necessary corporate action on the part of the Developer and each of the Developer Project Agreements have been duly executed and delivered by the Developer] [if the Developer is a partnership/joint venture, add: and its joint venture members/general partners after the first and second “the Developer”]

5. [opinion that the Parent Guarantees have been duly authorized by all necessary corporate action on the part of the Parent Guarantors and that each of the Parent Guarantees have been duly executed and delivered by the applicable Parent Guarantor]

6. [opinion that each of the Developer Project Agreements constitutes a legal, valid and binding obligation of the Developer enforceable against the Developer in accordance with its terms] [if the Developer is a partnership/joint venture, add: and its joint venture members/general partners after the second “the Developer”]

7. [opinion that each of the Parent Guarantees constitutes a legal, valid and binding obligation of the applicable Parent Guarantor enforceable against such Parent Guarantor in accordance with its terms]

8. [opinion that all required approvals have been obtained with respect to execution, delivery and performance of each of the Developer Project Agreements; and that none of the Developer Project Agreements conflicts with any other agreements to which the Developer is a party] [if the Developer is a partnership/joint venture, add: and its joint venture members/general partners are a party] or with any orders, judgments or decrees by which the Developer is bound [if the Developer is a partnership/joint venture, add: and its joint venture members/general partners are bound]

9. [opinion that all required approvals have been obtained with respect to execution, delivery and performance of each of the Parent Guarantees; and that none of the Parent Guarantees conflicts with any other agreements to which the applicable Parent Guarantor is a party]

10. [opinion that execution, delivery and performance of all obligations by the Developer under each of the Developer Project Agreements do not conflict with, and are authorized by, the articles of incorporation and bylaws of the Developer] [if the Developer is a partnership, replace articles of incorporation and bylaws with partnership agreement and (if applicable) certificate of limited partnership); if the Developer is a joint venture, replace articles of incorporation and bylaws with joint venture agreement; if the Developer is a limited liability

company, replace articles of incorporation and bylaws with operating agreement and certificate of formation]

11. [opinion that execution, delivery and performance of all obligations by the applicable Parent Guarantors under each of the Parent Guarantees do not conflict with, and are authorized by, the articles of incorporation and bylaws of such Parent Guarantor]

12. [opinion that execution, delivery and performance by the Developer of each of the Developer Project Agreements do not, and the Developer's performance of its obligations under each of the Design-Build Contractor Project Agreements will not, violate any current statute, rule or regulation applicable to the Developer or to transactions of the type contemplated by any of the Developer Project Agreements]

13. [opinion that execution, delivery and performance by each Parent Guarantor of the Parent Guarantee to which it is a party do not, and such Parent Guarantor's performance of its obligations under such Parent Guarantee will not, violate any current statute, rule or regulation applicable to such Parent Guarantor or to transactions of the type contemplated by such Parent Guarantee]