GUARANTY OF PERFORMANCE

This Guaranty of Performance (the "Guaranty") is made as of the ___ day of January, 2010 by Skanska AB, a Corporation duly organized under the laws of Sweden ("Skanska") and Macquarie Financial Holdings Limited, a company duly organized under the laws of Australia ("Macquarie"), and collectively with Skanska, the "Guarantors") in favor of the Virginia Department of Transportation, an agency of the Commonwealth of Virginia ("VDOT"). Capitalized terms used herein without definition shall have the meaning given such terms in the Interim Agreement (as defined below).

RECITALS

WHEREAS, VDOT and Elizabeth River Crossings LLC, a Delaware limited liability company ("ERC") have entered into that certain Interim Agreement, as of even date herewith (the "Interim Agreement"), pursuant to which ERC has agreed to provide certain services and Work Product related to the development of the Project; and

WHEREAS, to induce VDOT to enter into the Interim Agreement and consummate the transactions contemplated thereby, the Guarantors have agreed to enter into this Guaranty; and

WHEREAS, Skanska Infrastructure Development Inc., a 50% member of ERC is an indirect, wholly owned subsidiary of Skanska AB and ERC Holdco, LLC a 50% member of ERC is an indirect, wholly owned subsidiary of Macquarie Financial Holdings Limited and the execution of the Interim Agreement by VDOT and the consummation of the transactions contemplated thereby will materially benefit each of the Guarantors, and such benefits constitute adequate consideration for entry into this Guaranty; and

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantors agree as follows:

I. GUARANTY

1.01 Guaranty.

(a) Subject to Section 4.06 below, Guarantors jointly and severally guarantee to VDOT, absolutely, unconditionally and irrevocably, that each and every obligation of ERC to VDOT now or hereafter arising under the Interim Agreement will be promptly performed, paid and satisfied in full when due and without offset (the "Guaranteed Obligations").

(b) Nothing herein shall expand the obligations of the Guarantors hereunder beyond those of ERC pursuant to the Interim Agreement.

1.02 Obligations Unconditional. The obligations of the Guarantors hereunder are unconditional, continuing and independent of the obligations of ERC and shall not be impaired, modified, released or limited by any occurrence or condition whatsoever and shall remain in full
force and effect until the earlier to occur of (i) all of the Guaranteed Obligations have been paid, performed and completed in full or (ii) the execution of a Comprehensive Agreement.

1.03 Enforcement of Interim Agreement and Guaranteed Obligations.

(a) Nothing contained herein shall prevent or limit VDOT from pursuing any of its rights and remedies under the Interim Agreement.

(b) Subject to Section 4.06 below, the Guarantors shall be obligated to undertake all curative action which may be agreed upon between VDOT and ERC to cure a breach or default by ERC under the Interim Agreement.

(c) VDOT may bring and prosecute a separate action or actions against the Guarantors to enforce its liabilities hereunder, regardless of whether any action is brought against ERC and regardless of whether any other person is joined in any such action or actions.

II. REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties. Each of Skanska and Macquarie hereby represent and warrant, solely with regard to themselves, that as of the date hereof:

(a) in the case of Skanska, it is a Corporation duly organized, validly existing and in good standing under the laws of Sweden, and in the case of Macquarie, it is a company duly organized and validly existing under the laws of Australia;

(b) Guarantors have the full power and authority to execute, deliver and perform this Guaranty;

(c) this Guaranty has been duly authorized, executed and delivered by the Guarantors and constitutes the legal, valid and binding obligation of the Guarantors, enforceable against it in accordance with the terms hereof, subject as to enforceability of remedies to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally, as applicable to the Guarantors, and to general principles of equity;

(d) no authorization, consent or approval of, notice to or filing with, any governmental authority is required for the execution, delivery and performance by the Guarantors of this Guaranty;

(e) neither the execution, delivery or performance by the Guarantors of this Guaranty, nor compliance with the terms and provisions hereof, conflicts or will conflict with or will result in a breach or violation of any material terms, conditions, or provisions of any laws applicable to the Guarantors or the charter documents, as amended, or bylaws, as amended, of the Guarantors, or any indenture, mortgage or contract or other agreement or instrument to which either of the Guarantors is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or will result in the imposition of any lien upon any of its properties;
(f) there is no action, suit, proceeding, investigation, indictment or litigation pending and served on the Guarantors which challenges either of the Guarantor’s authority to execute, deliver or perform, or the validity or enforceability of, this Guaranty and the Guarantors have disclosed to VDOT any pending and unserved or threatened action, suit, proceeding, investigation, indictment or litigation with respect to such matters of which the Guarantors are aware; and

(g) the Guarantors are fully aware of and consent to the terms and conditions of the Interim Agreement.

III. WAIVERS, SUBROGATION AND SUBORDINATION

3.01 Waivers.

(a) The Guarantors hereby unconditionally waive (i) notice of acceptance of this Guaranty; (ii) demand for performance, payment, presentment, protest and notice of nonpayment respecting any Guaranteed Obligation; (iii) any demand for performance or payment hereunder except demand as set forth in Section 4.06 below; (iv) notice of the incurring, contracting, amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination of, or of the failure to assert, any Guaranteed Obligation or the Interim Agreement; (v) demand on the Guarantor in the event of default except demand as set forth in Section 4.06 below; (vi) any invalidity of the Interim Agreement due to lack of proper authorization of or a defect in execution thereof by ERC, its purported representatives or agents; (vii) all other notices to which the Guarantor might otherwise be entitled except notice as set forth in Section 4.06 below; (viii) the provisions of Sections 49-25 and 49-26 of the Code of Virginia of 1950, as amended; and (ix) any duty on the part of VDOT to disclose to the Guarantor any facts VDOT now or hereafter knows with regard to ERC.

(b) The Guarantors hereby waive, as against VDOT, all rights and benefits which might accrue to the Guarantors by reason of any of bankruptcy, arrangement, reorganization or similar proceedings by or against ERC.

(c) Until ERC shall have fully and satisfactorily paid, performed, completed and discharged all of the Guaranteed Obligations, the Guarantors hereby agree not to file, or solicit the filing by others of, any involuntary petition in bankruptcy against ERC.

3.02 Subrogation and Subordination. Until ERC shall have fully and satisfactorily paid, performed, completed and discharged all of the Guaranteed Obligations, the Guarantors shall not claim or enforce any right of subrogation, reimbursement or indemnity against ERC, or any other right or remedy which might otherwise arise on account of any payment made by the Guarantors or any act or thing done by the Guarantors on account of or in accordance with this Guaranty. All existing or future indebtedness of ERC to the Guarantors is subordinated to all of the Guaranteed Obligations.

IV. MISCELLANEOUS
4.01 **Enforcement of Guaranty.**

(a) This Guaranty shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. All disputes between VDOT and the Guarantors arising under or relating to this Guaranty or its breach shall be filed, heard and decided in the Circuit Court for the City of Richmond, Virginia, Division I, which shall have non-exclusive jurisdiction and venue. The rights of VDOT hereunder are cumulative and shall not be exhausted by any one or more exercises of said rights against the Guarantors or by any number of successive actions until and unless the Guaranteed Obligations have been fully satisfied. The Guarantors shall pay to VDOT all reasonable out-of-pocket legal fees and other reasonable out-of-pocket costs and expenses (including fees and costs on appeal) VDOT incurs by reason of any permitted enforcement by VDOT of its rights hereunder, provided that VDOT is the prevailing party with respect to a substantial portion of its claim.

(b) **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION OR CLAIM WHICH IS BASED ON, OR ARISES OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY.**

4.02 **Notices.** Any notice required to be given or otherwise given pursuant to this Guaranty shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to VDOT:

Virginia Department of Transportation  
1401 East Broad Street  
Richmond, Virginia 23219  
Attn: Chief Engineer  
Facsimile: (804) 786-2940

with copies to:

Virginia Department of Transportation  
1401 East Broad Street  
Richmond, Virginia 23219  
Attn: IPD Director  
Facsimile: (804) 786-7221

Office of the Attorney General  
900 E. Main Street  
Richmond, Virginia 23219  
Attn: Sr. Asst Attorney General/Transportation Chief  
Facsimile: (804) 786-9136

If to the Guarantors:

Macquarie Financial Holdings Limited  
c/o Macquarie Capital (USA) Inc.  
Attn: MacCap Advisors Legal Division  
125 West 55th Street  
New York, NY 10019  
Fax: 212-231-1718

Skanska AB  
c/o Skanska Financial Services  
Attn: Per Åke Wallerstedt and Therese Tegner  
Råsundavägen 2  
SE – 169 83 Solna  
Sweden  
Facsimile: + 46 10 448 20 48
4.03 **Severability.** If any provision of this Guaranty is determined to be unenforceable for any reason by a court of competent jurisdiction, it will be adjusted rather than voided, to achieve the intent of the parties and all the provisions not deemed unenforceable will be deemed valid and enforceable to the greatest extent possible.

4.04 **Assignment.** Neither this Guaranty nor any of the rights, interest or obligations hereunder shall be assigned or delegated, or transferred through merger by either of the Guarantors without the prior written consent of VDOT. This Guaranty and all of the provisions hereof shall be binding upon the Guarantors and each of their respective successors and permitted assigns and shall inure to the benefit of VDOT and its respective successors and assigns.

4.05 **No Third Party Beneficiaries.** Nothing in this Guaranty shall entitle any person other than VDOT and its respective successors and assigns to any claim, cause or action, remedy or right of any kind.

4.06 **Certain Rights, Duties, Obligations and Defenses.** Notwithstanding Sections 1.02 and 3.01 above, the Guarantors shall have all rights, duties, obligations and defenses available to ERC under the Interim Agreement except those expressly waived in this Guaranty. Action against the Guarantors under this Guaranty shall be subject to no prior notice or demand except for 14 days’ prior written notice to the Guarantors setting forth the default or breach of the Guaranteed Obligations on the part of ERC and demand for performance and payment of such Guaranteed Obligations, provided that (i) if such breach or default is incapable of cure within 14 days despite the Guarantors’ exercise of commercially reasonable efforts, such 14 day cure period shall be extended for such additional time as may be reasonably required to effect such cure, and (ii) immediate action after written notice may be required of the Guarantors in the case of emergency conditions.

4.07 **Survival.** The obligations and liabilities of the Guarantor hereunder shall survive termination of the Interim Agreement or ERC’s rights thereunder due to default by ERC thereunder.

4.08 **Counterparts.** This Guaranty may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

4.09 **Entire Agreement.** This Guaranty constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. The Guarantors agree to execute, have acknowledged and delivered to VDOT such other and further instruments as may be reasonably required by VDOT to effectuate the intent and purpose hereof.

[Signatures on following pages]
IN WITNESS WHEREOF, the parties have executed this Guaranty as of the date set forth above.

Skanska AB,
a Corporation organized under the Laws of Sweden

By: 
Name:  
Title:  

Signature on file with VDOT

By: 
Name:  
Title:  

Signature on file with VDOT

Macquarie Financial Holdings Limited
a Company organized under the Laws of Australia

By: 
Name:  
Title:  

Signature on file with VDOT

By: 
Name:  
Title:  

Signature on file with VDOT

Receipt of this Guaranty is hereby acknowledged
and accepted effective as of the _____ day of ________, ____.

Virginia Department of Transportation,
an agency of the Commonwealth of Virginia

By:  
Name:  
Title:  
IN WITNESS WHEREOF, the parties have executed this Guaranty as of the date set forth above.

Skanska AB,
a Corporation organized under the Laws of Sweden

By: 
Name: JOHAN KOLLSTRUM
Title: EXP

Macquarie Financial Holdings Limited
a Company organized under the Laws of Australia

By: 
Name: Annette Wallace
Title: Managing Director Attorney in Fact

By: 
Name: Andrew Underwood
Title: Attorney in Fact

Receipt of this Guaranty is hereby acknowledged and accepted effective as of the 07 day of January, 2010.

Virginia Department of Transportation,
an agency of the Commonwealth of Virginia

By: 
Name: DAVID J. EKERN
Title: COMMISSIONER
ASSIGNMENT AND ASSUMPTION AGREEMENT
WITH RESPECT TO INTERIM AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter the “Assignment”), dated as of December 5, 2011 is made by Elizabeth River Crossings LLC, a Delaware limited liability company (“Assignor”) to Elizabeth River Crossings Opco, LLC, a Delaware limited liability company (“Assignee”), and consented to by the Virginia Department of Transportation, an agency of the Commonwealth of Virginia (“VDOT”). Each capitalized term used and not otherwise defined herein shall have the meaning assigned to such term in the Interim Agreement (as defined below).

RECITALS:

WHEREAS, VDOT and Assignor are parties to that certain Interim Agreement to Develop and/or Operate the Downtown Tunnel/Midtown Tunnel/Martin Luther King Freeway Extension Project in Virginia, dated as of January 7, 2010, and a First Amendment to such Interim Agreement, dated as of August 19, 2011 (the “Interim Agreement”);

WHEREAS, pursuant to the Interim Agreement, Assignor was granted the exclusive right to develop the Project and negotiate the Comprehensive Agreement as concessionaire with respect to the Project (the “Exclusivity Right”);

WHEREAS, Assignor is the owner of certain Work Packages, Project Deliverables, any completed portions thereof, Work Product and Proprietary Work Product and, to the extent assignable without the prior written approval of the applicable licensor, the licensee of certain Proprietary Work Product (each as defined in the Interim Agreement and each, a “Development Product”), as contemplated under the Interim Agreement;

WHEREAS, subject to the terms of this Assignment, Assignor desires to assign to Assignee, and Assignee desires to assume, the rights and obligations of the Assignor under the Interim Agreement;

WHEREAS, immediately following the effectiveness of this Assignment, VDOT and Assignor intend to terminate the Interim Agreement, and VDOT intends to enter into that certain Comprehensive Agreement Relating to the Downtown Tunnel/Midtown Tunnel/Martin Luther King Freeway Extension Project (the “Comprehensive Agreement”) with Assignee, as the Concessionaire therein, pursuant to which Assignee will develop, design, finance, construct, operate and maintain the Project; and

WHEREAS, Elizabeth River Crossings Holdco, LLC, a Delaware limited liability company (“ERC Holdco”), owns 100% of the membership interests in Assignee.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment.** On and as of the date hereof, subject to paragraph 7, Assignor hereby assigns and transfers to Assignee Assignor’s rights and obligations under the Interim Agreement, including the Exclusivity Right, and all of Assignor’s right, title and interest in and to the Development Products, but excluding any obligations or liability for performance or non-performance of obligations prior to the date hereof (the “Assigned IA Rights and Obligations”).

2. **Assumption.** On and as of the date hereof, subject to paragraph 7, Assignee hereby assumes from Assignor all of the Assigned IA Rights and Obligations.

3. **Further Assurances.** Assignor and Assignee agree to execute and deliver such other further instruments and to do such other and further acts as may be necessary to carry out more effectively the intents and purposes of this Assignment.

4. **Complete Assignment and Assumption.** (a) Assignor hereby agrees that this Assignment is a complete assignment of the Assigned IA Rights and Obligations. Assignee hereby accepts and assumes the Assigned IA Rights and Obligations, and agrees that Assignor is hereby released by Assignee from all obligations and any liability arising from the performance or non-performance by Assignee of the Assigned IA Rights and Obligations.

   (b) VDOT hereby consents to the assignment hereunder on the terms set forth herein, and hereby confirms and agrees that VDOT shall not be entitled, as a result of or after giving effect to, the assignment hereunder, to any repayment of any amounts previously paid or reimbursed by it in respect of the Development Products and agrees that Assignee will have no obligations or liability for performance or non-performance of obligations under the Interim Agreement prior to the date hereof; except that nothing in this Assignment shall alter the agreement of VDOT and Assignee in, and any rights that VDOT may have pursuant to, Section 14.01(g) and Section 23.02(n) of the Comprehensive Agreement.

5. **Third Party Approvals.** Assignor hereby agrees to use reasonable best efforts to obtain any third party approvals that are necessary to assign to Assignee any license to use Proprietary Work Product.

6. **Indemnification.** (a) Assignor shall indemnify, defend, and hold harmless Assignee, ERC Holdco, the shareholders or members of ERC Holdco, and each of their respective officers, directors, agents and employees (each, an “Assignee Indemnitee”) from and against any and all Losses (except to the extent such Losses are solely caused by the misconduct, negligent or other culpable act, error or omission of Assignee) caused by (i) any failure by Assignor to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions of the Interim Agreement (determined immediately after giving effect to the assignment contemplated hereby), or any breach by Assignor of its representations or warranties set forth in the Interim Agreement, or (ii) any gross negligence or willful and intentional misconduct of Assignor in connection with the Project, including, without limitation, any such act which is committed by any of its subcontractors, agents or employees, in connection with the Project prior to the date hereof; or (iii) any patent or copyright infringement or other
misappropriation or use by Assignor or its subcontractors, agents or employees, of trade secrets, patents, proprietary information, know-how, trademarked or service marked materials, equipment, devices or processes, copyright rights or inventions of third parties incorporated into the Development Products prior to the date hereof, in each case, whether or not such Losses arise prior to or after the effectiveness of this Assignment.

(b) Assignee shall indemnify, defend, and hold harmless Assignor, the shareholders or members of Assignor, and each of their respective officers, directors, agents and employees (each, an “Assignor Indemnitee”) from and against any and all Losses (except to the extent such Losses are solely caused by the misconduct, negligent or other culpable act, error or omission of Assignor) caused by (i) any failure by Assignee to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions of the Comprehensive Agreement and the Project Agreements (as defined in the Comprehensive Agreement) (collectively, the “Comprehensive Agreement Documents”) or any breach by Assignee of its representations or warranties set forth in any of the Comprehensive Agreement Documents, or (ii) any gross negligence or willful and intentional misconduct of Assignee in connection with the Project, including, without limitation, any such act which is committed by any of its subcontractors, agents or employees, in connection with the Project on or after the date hereof; or (iii) any patent or copyright infringement or other misappropriation or use by Assignee or its subcontractors, agents or employees, of trade secrets, patents, proprietary information, know-how, trademarked or service marked materials, equipment, devices or processes, copyright rights or inventions of third parties incorporated into the Development Products on or after the date hereof.

For purposes of this Paragraph 6:

“Losses” means, with respect to any Indemnitee, any losses, liabilities, judgments, damages, fees, penalties, fines, sanctions, charges or reasonable out-of-pocket costs or expenses actually suffered or incurred by such Indemnitee, including as a result of any injury to or death of persons or damage to or loss of property; and

“Indemnitee” means any Assignee Indemnitee and any Assignor Indemnitee.

7. Unreimbursed Deliverables. Assignor has completed certain Work Packages and/or Project Deliverables prior to the date hereof for which VDOT has not provided approval or for which an Application for Payment has not been submitted to VDOT in accordance with the Interim Agreement. Notwithstanding anything herein to the contrary, VDOT, by consenting to this Assignment as provided in the signature pages hereto, and Assignor hereby agree to retain their respective rights and obligations to each other under Sections 3.2, 4.1, 4.4, 4.5 and 4.6 of the Interim Agreement and comply with such Sections for the sole purpose of processing the approvals and progress payments for such Work Packages and/or Project Deliverables. Assignee shall have no obligations or liability with respect to the transactions contemplated under this paragraph 7.

8. Representations and Warranties. (a) Assignee represents and warrants to Assignor as follows:
Assignee is a duly organized limited liability company created under the laws of the State of Delaware, is qualified to conduct business in the State, has the requisite power and, subject to Section 5, all required licenses to carry on its present and proposed activities, and has full power, right and authority to enter into this Assignment;

As of the date hereof, the membership interest in Assignee is wholly owned by ERC HoldCo, and no other person has a membership interest in Assignee;

Assignee has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Assignment; and

Each person executing this Assignment on behalf of Assignee has been or will at such time be duly authorized to execute this Assignment on behalf of Assignee.

Assignor represents and warrants to Assignee as follows:

Assignor is a duly organized limited liability company created under the laws of the State of Delaware, is qualified to conduct business in the State, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to enter into this Assignment;

Assignor has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Assignment; and

Each person executing this Assignment on behalf of Assignor has been or will at such time be duly authorized to execute this Assignment on behalf of Assignor.

Assignor and Assignee agree that they have a common and mutuality of legal interest in the assignment hereunder, and wish to ensure that each of them are free to share and exchange information that may be useful without waiving the protections of the attorney-client privilege, the attorney work-product doctrine, or any other privilege, immunity, or protection from discovery or disclosure. Assignor and Assignee consider that the sharing and exchange of information is necessary for the protection of each such party’s interests. In addition, Assignor and Assignee have concluded that, because of certain interests that each of Assignor and Assignee have in common, it is in their interests in connection with the assignment hereunder to share and exchange information related to such matters as each party in its sole discretion deems appropriate, including legal research and analyses, reports and documents, and the information contained in each of the foregoing in connection with the assignment hereunder.

If any provision hereof shall be invalid, illegal or unenforceable under applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

This Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of Assignor and Assignee.
12. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

13. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. **No Third Party Beneficiaries.** Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Assignment.

[Signatures to follow.]
IN WITNESS WHEREOF, this Assignment is executed by Assignor and Assignee effective as of the date hereof.

ASSIGNOR:

ELIZABETH RIVER CROSSINGS LLC,
a Delaware limited liability company

By: _____________________________
Name: ANDREW ANCONA
Title: AUTHORIZED REPRESENTATIVE

By: _____________________________
Name: ___________________________
Title: ___________________________
IN WITNESS WHEREOF, this Assignment is executed by Assignor and Assignee effective as of the date hereof.

ASSIGNOR:

ELIZABETH RIVER CROSSINGS LLC,
a Delaware limited liability company

By:________________________________________
Name: _________________________________
Title: _________________________________

Signature on file with VDOT

By:________________________________________
Name: _________________________________
Title: _________________________________

[Assignment and Assumption Agreement with respect to Interim Agreement]
ASSIGNEE:

ELIZABETH RIVER CROSSINGS OPCO, LLC,
a Delaware limited liability company

By: Signature on file with VDOT
Name: Karl Kuchel
Title: Authorized Signatory

By: ____________________________
Name: Karl Reichelt
Title: Authorized Signatory

[Assignment and Assumption Agreement with respect to Interim Agreement]
ASSIGNEE:

ELIZABETH RIVER CROSSINGS OPCO, LLC,
a Delaware limited liability company

By: Karl Kuchel
Name: Karl Reichelt
Title: Authorized Signatory

Signature on file with VDOT

By: Karl Reichelt
Name: Karl Reichelt
Title: Authorized Signatory

[Assignment and Assumption Agreement with respect to Interim Agreement]
Acknowledged and consented to pursuant to Section 10.1.2 of the Interim Agreement on the date written above by:

VIRGINIA DEPARTMENT OF TRANSPORTATION,
an agency of the Commonwealth of Virginia

Signature on file with VDOT

By: ____________________________
Name:  Gregory A. Whitley, Sr.
Title:  Commissioner of Highways