

EXHIBIT F

DESIGN-BUILD WORK GUARANTEE

[ATTACHED]

EXHIBIT F-1
EXHIBIT F-2

SKANSKA AB PARENT GUARANTEE
KIEWIT PARENT GUARANTEE

GUARANTY

This **GUARANTY** (this "Guaranty") is made as of December 5, 2011, by **KIEWIT INFRASTRUCTURE GROUP INC.**, a corporation organized under the laws of Delaware (the "Guarantor"), in favor of **ELIZABETH RIVER CROSSINGS OPCO, LLC**, a Delaware limited liability company (the "Concessionaire"), with respect to the obligations of SKW Constructors, a Skanska, Kiewit, Weeks JV (the "Contractor"), pursuant to that certain Design-Build Contract Relating to the Downtown Tunnel/Midtown Tunnel/MLK Extension Project, dated as of December 5, 2011, by and between the Concessionaire and the Contractor (together, as amended, altered, varied or supplemented from time to time, the "Design-Build Contract"). The Guarantor is an Affiliate of Kiewit Infrastructure Co., one of the joint venture members of the Contractor, and acknowledges that financial and direct or indirect benefits will accrue to the Guarantor by virtue of the Contractor entering into the Design-Build Contract and that such benefits constitute adequate consideration herefor.

This Guaranty is provided pursuant to Section 17.08(b)(i) of the Design-Build Contract.

COVENANTS

1. The Design-Build Contract is hereby incorporated by reference into this Guaranty. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Design-Build Contract.

2. The Guarantor hereby guarantees to the Concessionaire, absolutely, unconditionally and irrevocably, that each and every payment and performance obligation and other liability of the Contractor now or hereafter arising under the Design-Build Contract (collectively the "Guaranteed Obligations") will be promptly paid and satisfied in full when due and without offset or deduction, and performed and completed when required, in each case, in accordance with the terms of the Design-Build Contract. This is a continuing guaranty of payment and performance of the Guaranteed Obligations.

3. The obligations of the Guarantor hereunder are absolute and unconditional and independent of the Guaranteed Obligations and shall remain in full force and effect until, subject to Section 9 below, all the Guaranteed Obligations have been paid, performed and completed in full, at which time the obligations of the Guarantor shall terminate.

4. The Guaranty shall be effective and binding on the Guarantor as stated herein, notwithstanding any bankruptcy of the Contractor; rejection of the Design-Build Contract in bankruptcy; insolvency or other legal disability (whether voluntary or involuntary) of the Contractor or any of its successors or assigns; any limitation or

modification of the Contractor's liability pursuant to the operation of any present or future Federal or State statute or rule with respect to bankruptcy, insolvency or similar statutes; the dissolution of the Contractor; any modification to the Design-Build Contract; and the Guarantor's failure to remain an Affiliate of a joint venture member of the Contractor.

5. Each payment to be made by the Guarantor under this Guaranty shall be payable in the currency or currencies in which such Guaranteed Obligations are denominated.

6. Action against the Guarantor shall be subject to no prior notice or demand except for fourteen (14) days' prior written notice to the Guarantor (except to the extent the giving of notice to the Guarantor is precluded by bankruptcy or other applicable law affecting the Guarantor) in the case of any demand relative to any Guaranteed Obligation not paid or performed when due under the Design-Build Contract, setting forth the default or failure to perform of the Contractor.

7. Nothing contained herein shall prevent or limit the Concessionaire from pursuing any of its respective rights and remedies under the Design-Build Contract, any security for the performance of the Guaranteed Obligations, and any other letter of credit, bond or guaranty in respect of the Guaranteed Obligations. The Concessionaire may apply any available moneys, property or security in such manner and amounts and at such times to the payment or reduction or performance of any Guaranteed Obligation as it may elect, and may generally deal with the Contractor, the Guaranteed Obligations, such security and property as the Concessionaire may see fit. Notwithstanding the foregoing, the Guarantor shall remain bound by this Guaranty.

8. The Guarantor shall be obligated to undertake all action necessary to cure and remedy the breach or other failure to perform of the Contractor, or such other actions that may be agreed upon between the Concessionaire and the Guarantor. If following notice under Section 6 (to the extent required thereunder) the Guarantor does not proceed promptly to effectuate such curative action within a reasonable time after the Concessionaire notifies the Guarantor of the need for curative action (or immediately, in the case of emergency conditions), the Concessionaire, without further notice to the Guarantor, shall have the right to perform or have performed by third parties the necessary curative action, and the costs thereof shall be borne by the Guarantor.

9. The Concessionaire may bring and prosecute a separate action or actions against the Guarantor to enforce its liabilities hereunder, regardless of whether any action is brought against the Contractor and regardless of whether any other person is joined in any such action or actions. Notwithstanding anything to the contrary herein, the Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any Guaranteed Obligation or interest thereon is rescinded or must otherwise be restored or returned for any reason whatsoever, and the Guarantor shall remain liable hereunder in respect of such payments or obligations or interest thereon as if such payment had not been made.

10. The Guarantor hereby unconditionally waives (i) promptness, diligence, presentment, demand of payment, protest, order and, except as set forth in Section 6 (to the extent required thereunder), notice of any kind in connection with the Design-Build Contract, this Guaranty or otherwise; (ii) any requirement that the Concessionaire exhaust any right to take any action against Contractor or any other guarantor or person prior to or contemporaneously with proceeding to exercise any right against the Guarantor under this Guaranty; (iii) any right to require the Concessionaire to (A) proceed against or exhaust any insurance, letter of credit or other security held from Contractor or any other party, or (B) pursue any other remedy available to the Concessionaire; and (iv) all other defenses of a surety or guarantor (excluding the defense of actual payment or performance); provided, however, that the Guarantor may, as a defense to the performance of the Guaranteed Obligations, assert any defense available to the Contractor under the Design-Build Contract that would excuse the Contractor from performing the obligation in respect of which a claim is made under this Guaranty, other than those based on any of the items set forth in Section 4 and those other defenses waived in this Guaranty. The Guarantor further agrees that until all of the Guaranteed Obligations are paid in full, even though such amounts may in total exceed the Guarantor's liability hereunder, the Guarantor shall have no right of subrogation, waives any right to enforce any remedy that the Concessionaire has or may have against Contractor, and waives any benefit of and any right to participation in any security from Contractor now or later held by the Guarantor, subject to the rights afforded to the Contractor under the Design-Build Contract. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all of the Guaranteed Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of the Concessionaire and shall forthwith be paid to the Concessionaire to be credited and applied to such Guaranteed Obligations in accordance with the terms of the Design-Build Contract. The Guarantor assumes all responsibility for keeping itself informed of Contractor's financial condition and all other factors affecting the risks and liability assumed by the Guarantor hereunder, and the Concessionaire shall have no duty to advise the Guarantor of information known to it regarding such risks.

11. Any controversy or claim arising out of or relating to this Guaranty, or any alleged breach thereof, may only be instituted in the Circuit Court in the City of Richmond, Virginia, Division I, and the Concessionaire and the Guarantor each hereby submit to the jurisdiction of such court for that purpose, and waive any objection to the assertion of such jurisdiction based on venue or forum non-conveniens or objection to the following choice of law. The Concessionaire and the Guarantor agree that this Guaranty shall in all respects be governed by the substantive laws of the Commonwealth of Virginia applicable to contracts executed and to be performed within the Commonwealth of Virginia.

12. The Concessionaire acknowledges and agrees that this Guaranty: (1) is not intended for the benefit of, and shall not be construed as creating rights in, any third parties other than and to the extent of an assignment and "step-in" rights, the Lenders and the Department; and (2) does not and is not intended to impose, in the event the Guaranty

is called upon, any greater obligations upon the Guarantor than are imposed upon the Contractor under the Design-Build Contract other than with respect to the Guarantor's obligation hereunder to reimburse the Concessionaire for its reasonable costs and expenses of enforcing this Guaranty, if any. The Concessionaire expressly acknowledges and agrees that, notwithstanding anything to the contrary in this Guaranty, this Guaranty is derivative of and not in excess of the Contractor's obligations under the Design-Build Contract and the liability of the Guarantor under this Guaranty shall in no event be greater than that of the Contractor under the Design-Build Contract (other than with respect to the Guarantor's obligation hereunder to reimburse the Concessionaire for its reasonable costs and expenses of enforcing this Guaranty, if any), and that the Guarantor shall be entitled to the benefit of all limitations on the Contractor's liability specified in the Design-Build Contract.

13. The Guarantor represents and warrants to the Concessionaire that (i) a member of the Contractor is an Affiliate of the Guarantor, (ii) the Guarantor is a duly organized and validly existing corporation or other legal entity in good standing under the laws of the jurisdiction of its incorporation or formation, (iii) the Guarantor has the power and legal authority to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate and other action to authorize the execution, delivery and performance by it of this Guaranty, (iv) the Guarantor has duly executed and delivered this Guaranty, and (v) this Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms.

14. This Guaranty shall not be amended without the prior written consent of the Concessionaire. Any amendment to this Guaranty made in violation of this provision shall be null and void. No right, power, remedy or privilege of either party under this Guaranty shall be deemed to have been waived by any act or conduct, or by any neglect to exercise any right, power, remedy or privilege, or by any delay in doing so; and every right, power, remedy or privilege hereunder shall continue in full force and effect until specifically waived or released in a written document executed by the waiving party. Any such written waiver or release of a right, power, remedy or privilege on any one occasion shall not be construed as a bar to any right, power, remedy or privilege on any future occasion. No single or partial exercise of any right, power, remedy or privilege by the Concessionaire shall preclude any other or further exercise by the Concessionaire of any other right, power, remedy or privilege. The rights and remedies provided in this Guaranty are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

15. Neither party may assign or otherwise transfer its obligations under this Guaranty to any third party without the prior written consent of the other party to this Guaranty; provided, that the Concessionaire may assign this Guaranty together with an assignment of the Design-Build Contract (including to the Lenders as collateral security for its indebtedness and absolutely to the Department or its designee). No right of action shall accrue to any third party under this Guaranty other than the Concessionaire's successors, and its permitted assigns under this Guaranty.

16. In the event that any provision of this Guaranty conflicts with the law or if any such provision is held to be invalid, illegal or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law or, if that is not possible, the provision shall be deleted, and the remainder of this Guaranty shall remain in full force and effect.

17. 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 (or to such other address as a party may from time to time specify to the other party by notice given in accordance with this Guaranty):

If to the Concessionaire:

Elizabeth River Crossings Opco, LLC
99 Canal Center Plaza
Suite 125
Alexandria, VA 22314
Attn: Greg Woodsmall, Interim Chief Executive Officer

With a copy to:

Orrick, Herrington & Sutcliffe LLP
Attention: Daniel A. Mathews
51 West 52nd Street
New York, NY 10019-6142

If to the Guarantor:

Kiewit Infrastructure Group Inc.
1000 Kiewit Plaza
Omaha, NE 68131
Attn. General Counsel

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

19. This Guaranty constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. The Guarantor agrees to execute, have acknowledged and delivered to the Concessionaire such other and further instruments as may be reasonably required by the Concessionaire to effectuate the intent and purpose hereof.

[SIGNATURES FOLLOW]

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

KIEWIT INFRASTRUCTURE GROUP INC.

Signature on file with VDOT

By: _____

Name: Scott L. Cassels

Title: President

ELIZABETH RIVER CROSSINGS OPCO, LLC

By: _____

Name:

Title:

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

KIEWIT INFRASTRUCTURE GROUP INC.

By: _____
Name: Scott L. Cassels
Title: President

ELIZABETH RIVER CROSSINGS OPCO, LLC

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

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

GUARANTY

This **GUARANTY** (this "Guaranty") is made as of December 5, 2011, by **SKANSKA AB**, a corporation organized under the laws of Sweden (the "Guarantor"), in favor of **ELIZABETH RIVER CROSSINGS OPCO, LLC**, a Delaware limited liability company (the "Concessionaire"), with respect to the obligations of SKW Constructors, a Skanska, Kiewit, Weeks JV (the "Contractor"), pursuant to that certain Design-Build Contract Relating to the Downtown Tunnel/Midtown Tunnel/MLK Extension Project, dated as of December 5, 2011, by and between the Concessionaire and the Contractor (together, as amended, altered, varied or supplemented from time to time, the "Design-Build Contract"). The Guarantor is an Affiliate of Skanska USA Civil Southeast Inc., one of the joint venture members of the Contractor, and acknowledges that financial and direct or indirect benefits will accrue to the Guarantor by virtue of the Contractor entering into the Design-Build Contract and that such benefits constitute adequate consideration herefor.

This Guaranty is provided pursuant to Section 17.08(b)(i) of the Design-Build Contract.

COVENANTS

1. The Design-Build Contract is hereby incorporated by reference into this Guaranty. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Design-Build Contract.

2. The Guarantor hereby guarantees to the Concessionaire, absolutely, unconditionally and irrevocably, that each and every payment and performance obligation and other liability of the Contractor now or hereafter arising under the Design-Build Contract (collectively the "Guaranteed Obligations") will be promptly paid and satisfied in full when due and without offset or deduction, and performed and completed when required, in each case, in accordance with the terms of the Design-Build Contract. This is a continuing guaranty of payment and performance of the Guaranteed Obligations.

3. The obligations of the Guarantor hereunder are absolute and unconditional and independent of the Guaranteed Obligations and shall remain in full force and effect until, subject to Section 9 below, all the Guaranteed Obligations have been paid, performed and completed in full, at which time the obligations of the Guarantor shall terminate.

4. The Guaranty shall be effective and binding on the Guarantor as stated herein, notwithstanding any bankruptcy of the Contractor; rejection of the Design-Build Contract in bankruptcy; insolvency or other legal disability (whether voluntary or involuntary) of the Contractor or any of its successors or assigns; any limitation or

modification of the Contractor's liability pursuant to the operation of any present or future Federal or State statute or rule with respect to bankruptcy, insolvency or similar statutes; the dissolution of the Contractor; any modification to the Design-Build Contract; and the Guarantor's failure to remain an Affiliate of a joint venture member of the Contractor.

5. Each payment to be made by the Guarantor under this Guaranty shall be payable in the currency or currencies in which such Guaranteed Obligations are denominated.

6. Action against the Guarantor shall be subject to no prior notice or demand except for fourteen (14) days' prior written notice to the Guarantor (except to the extent the giving of notice to the Guarantor is precluded by bankruptcy or other applicable law affecting the Guarantor) in the case of any demand relative to any Guaranteed Obligation not paid or performed when due under the Design-Build Contract, setting forth the default or failure to perform of the Contractor.

7. Nothing contained herein shall prevent or limit the Concessionaire from pursuing any of its respective rights and remedies under the Design-Build Contract, any security for the performance of the Guaranteed Obligations, and any other letter of credit, bond or guaranty in respect of the Guaranteed Obligations. The Concessionaire may apply any available moneys, property or security in such manner and amounts and at such times to the payment or reduction or performance of any Guaranteed Obligation as it may elect, and may generally deal with the Contractor, the Guaranteed Obligations, such security and property as the Concessionaire may see fit. Notwithstanding the foregoing, the Guarantor shall remain bound by this Guaranty.

8. The Guarantor shall be obligated to undertake all action necessary to cure and remedy the breach or other failure to perform of the Contractor, or such other actions that may be agreed upon between the Concessionaire and the Guarantor. If following notice under Section 6 (to the extent required thereunder) the Guarantor does not proceed promptly to effectuate such curative action within a reasonable time after the Concessionaire notifies the Guarantor of the need for curative action (or immediately, in the case of emergency conditions), the Concessionaire, without further notice to the Guarantor, shall have the right to perform or have performed by third parties the necessary curative action, and the costs thereof shall be borne by the Guarantor.

9. The Concessionaire may bring and prosecute a separate action or actions against the Guarantor to enforce its liabilities hereunder, regardless of whether any action is brought against the Contractor and regardless of whether any other person is joined in any such action or actions. Notwithstanding anything to the contrary herein, the Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any Guaranteed Obligation or interest thereon is rescinded or must otherwise be restored or returned for any reason whatsoever, and the Guarantor shall remain liable hereunder in respect of such payments or obligations or interest thereon as if such payment had not been made.

10. The Guarantor hereby unconditionally waives (i) promptness, diligence, presentment, demand of payment, protest, order and, except as set forth in Section 6 (to the extent required thereunder), notice of any kind in connection with the Design-Build Contract, this Guaranty or otherwise; (ii) any requirement that the Concessionaire exhaust any right to take any action against Contractor or any other guarantor or person prior to or contemporaneously with proceeding to exercise any right against the Guarantor under this Guaranty; (iii) any right to require the Concessionaire to (A) proceed against or exhaust any insurance, letter of credit or other security held from Contractor or any other party, or (B) pursue any other remedy available to the Concessionaire; and (iv) all other defenses of a surety or guarantor (excluding the defense of actual payment or performance); provided, however, that the Guarantor may, as a defense to the performance of the Guaranteed Obligations, assert any defense available to the Contractor under the Design-Build Contract that would excuse the Contractor from performing the obligation in respect of which a claim is made under this Guaranty, other than those based on any of the items set forth in Section 4 and those other defenses waived in this Guaranty. The Guarantor further agrees that until all of the Guaranteed Obligations are paid in full, even though such amounts may in total exceed the Guarantor's liability hereunder, the Guarantor shall have no right of subrogation, waives any right to enforce any remedy that the Concessionaire has or may have against Contractor, and waives any benefit of and any right to participation in any security from Contractor now or later held by the Guarantor, subject to the rights afforded to the Contractor under the Design-Build Contract. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all of the Guaranteed Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of the Concessionaire and shall forthwith be paid to the Concessionaire to be credited and applied to such Guaranteed Obligations in accordance with the terms of the Design-Build Contract. The Guarantor assumes all responsibility for keeping itself informed of Contractor's financial condition and all other factors affecting the risks and liability assumed by the Guarantor hereunder, and the Concessionaire shall have no duty to advise the Guarantor of information known to it regarding such risks.

11. Any controversy or claim arising out of or relating to this Guaranty, or any alleged breach thereof, shall be determined by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules. The number of arbitrators shall be three, one appointed by the Concessionaire, one appointed by the Guarantor, and the third to be appointed by the first two. The party demanding arbitration shall appoint its arbitrator in a notice of arbitration sent to the other party. The responding party (the "Respondent") shall appoint its arbitrator within 30 days of its receipt of the notice of arbitration or, in the event of the Respondent's failure to appoint its arbitrator within that 30-day period, such appointment shall be made by the American Arbitration Association. The third arbitrator shall be appointed by the first two appointed arbitrator, within 30 days of the appointment of the latter of the two or, in the event of their failure to agree within that 30-day period, by the American Arbitration Association. The place of arbitration shall be Richmond, Virginia. The arbitration shall be final, binding on the parties, not subject to any appeal, shall deal with the question of costs of

arbitration and all matters related thereto, and shall award the prevailing party any reasonable attorneys' fees and all other costs and expenses incurred by the prevailing party. The language of the arbitration shall be English, and the arbitration award shall be written in English. The arbitration panel shall decide in law and not as "amiables compositeurs" or ex aequo et bono. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. Each of the parties hereto agrees that any legal suit, action or proceeding brought by any party to this Guaranty to enforce an award or an order of enforcement, or otherwise relating to any arbitration hereunder, may be instituted in any U.S. federal or state court in Richmond, Virginia, and waives any objection which it may now or hereafter have to the laying of venue of any such proceedings, and irrevocably submits to the nonexclusive jurisdiction of such courts in any suit, action or proceeding, waiving any objection or defense based on jurisdiction, venue or inconvenient forum. The Concessionaire and the Guarantor agree that this Guaranty shall in all respects be governed by the substantive laws of the Commonwealth of Virginia without reference to the conflict of laws principles thereof. The Concessionaire and the Guarantor agree that this Guaranty shall in all respects be governed by the substantive laws of the Commonwealth of Virginia without reference to the conflict of laws principles thereof. Notwithstanding the foregoing, if this Guaranty is assigned to the Department, the foregoing provisions of this Section 11 shall be replaced in their entirety with the following: "This Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia applicable to contracts executed and to be performed within the Commonwealth of Virginia. Venue for any legal action arising out of this Agreement shall lie in the Circuit Court in the City of Richmond, Virginia, Division I."

12. The Concessionaire acknowledges and agrees that this Guaranty: (1) is not intended for the benefit of, and shall not be construed as creating rights in, any third parties other than and to the extent of an assignment and "step-in" rights, the Lenders and the Department; and (2) does not and is not intended to impose, in the event the Guaranty is called upon, any greater obligations upon the Guarantor than are imposed upon the Contractor under the Design-Build Contract other than with respect to the Guarantor's obligation hereunder to reimburse the Concessionaire for its reasonable costs and expenses of enforcing this Guaranty, if any. The Concessionaire expressly acknowledges and agrees that, notwithstanding anything to the contrary in this Guaranty, this Guaranty is derivative of and not in excess of the Contractor's obligations under the Design-Build Contract and the liability of the Guarantor under this Guaranty shall in no event be greater than that of the Contractor under the Design-Build Contract (other than with respect to the Guarantor's obligation hereunder to reimburse the Concessionaire for its reasonable costs and expenses of enforcing this Guaranty, if any), and that the Guarantor shall be entitled to the benefit of all limitations on the Contractor's liability specified in the Design-Build Contract.

13. The Guarantor represents and warrants to the Concessionaire that (i) a member of the Contractor is an Affiliate of the Guarantor, (ii) the Guarantor is a duly organized and validly existing corporation or other legal entity in good standing under the

laws of the jurisdiction of its incorporation or formation, (iii) the Guarantor has the power and legal authority to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate and other action to authorize the execution, delivery and performance by it of this Guaranty, (iv) the Guarantor has duly executed and delivered this Guaranty, and (v) this Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms.

14. This Guaranty shall not be amended without the prior written consent of the Concessionaire. Any amendment to this Guaranty made in violation of this provision shall be null and void. No right, power, remedy or privilege of either party under this Guaranty shall be deemed to have been waived by any act or conduct, or by any neglect to exercise any right, power, remedy or privilege, or by any delay in doing so; and every right, power, remedy or privilege hereunder shall continue in full force and effect until specifically waived or released in a written document executed by the waiving party. Any such written waiver or release of a right, power, remedy or privilege on any one occasion shall not be construed as a bar to any right, power, remedy or privilege on any future occasion. No single or partial exercise of any right, power, remedy or privilege by the Concessionaire shall preclude any other or further exercise by the Concessionaire of any other right, power, remedy or privilege. The rights and remedies provided in this Guaranty are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

15. Neither party may assign or otherwise transfer its obligations under this Guaranty to any third party without the prior written consent of the other party to this Guaranty; provided, that the Concessionaire may assign this Guaranty together with an assignment of the Design-Build Contract (including to the Lenders as collateral security for its indebtedness and absolutely to the Department or its designee). No right of action shall accrue to any third party under this Guaranty other than the Concessionaire's successors, and its permitted assigns under this Guaranty.

16. In the event that any provision of this Guaranty conflicts with the law or if any such provision is held to be invalid, illegal or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law or, if that is not possible, the provision shall be deleted, and the remainder of this Guaranty shall remain in full force and effect.

17. 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 (or to such other address as a party may from time to time specify to the other party by notice given in accordance with this Guaranty):

If to the Concessionaire:

Elizabeth River Crossings Opco, LLC
99 Canal Center Plaza
Suite 125
Alexandria, VA 22314
Attn: Greg Woodsmall, Interim Chief Executive Officer

With a copy to:

Orrick, Herrington & Sutcliffe LLP
Attention: Daniel A. Mathews
51 West 52nd Street
New York, NY 10019-6142

If to the Guarantor:

Skanska Financial Services
Råsundavägen 2
SE – 169 83 Solna
Sweden
Attn. Einar Lundgren, Corporate Counsel

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

19. This Guaranty constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. The Guarantor agrees to execute, have acknowledged and delivered to the Concessionaire such other and further instruments as may be reasonably required by the Concessionaire to effectuate the intent and purpose hereof.

[SIGNATURES FOLLOW]

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

SKANSKA AB (PUBL)

Signature on file with VDOT

By: _____

Name: Peter Wallin

Title: CFO

Signature on file with VDOT

By: _____

Name: Einar Lundgren

Title: General Counsel

ELIZABETH RIVER CROSSINGS OPCO, LLC

By: _____

Name: Karl Kuchel

Title: Authorized Signatory

By: _____

Name: Karl Reichelt

Title: Authorized Signatory

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

SKANSKA AB

By: _____
Name:
Title:

ELIZABETH RIVER CROSSINGS OPCO, LLC

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

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