

**EXHIBIT G**

**FORM OF DESIGN-BUILD LETTER OF CREDIT**

*[The Issuing Bank Letterhead]*

[\_\_\_\_\_], 2012

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: [\_\_\_\_\_]

Beneficiary:

Elizabeth River Crossings Opco, LLC  
99 Canal Center Plaza, Suite 125  
Alexandria, VA 22314

Applicant:

[\_\_\_\_\_]

[\_\_\_\_\_ address \_\_\_\_\_]

[\_\_\_\_\_],

on behalf of SKW Constructors, a Skanska, Kiewit, Weeks JV (the “DB Contractor”)

Amount:

[\_\_\_\_\_] United States Dollars (\$[equal to 6% of the Design-Build Contract Price])

Credit Available with:

[Issuing Bank]

by Sight Payment

Ladies and Gentlemen:

At the request and for the account of our customer, the Applicant, we hereby issue in your favor as a beneficiary, our Irrevocable Standby Letter of Credit No. [\_\_\_\_\_] (this “Letter of Credit”) available to be drawn in an amount not to exceed [\_\_\_\_\_] United States Dollars (US \$[\_\_\_\_\_]) (the “Stated Amount”). This Letter of Credit is issued to you in respect of the obligations of the DB Contractor pursuant to Section 17.08(b)(ii) of that certain Design-Build Contract for the Downtown Tunnel/Midtown Tunnel/MLK Extension Project, dated as December 5, 2011 (the “Agreement”), entered into by and between the DB Contractor and the Beneficiary. This Letter of Credit is effective immediately.

This Letter of Credit shall terminate upon the first to occur of (a) [\_\_\_\_one year after the issuance date of this letter of credit\_\_\_\_], as the same may be modified pursuant to the terms of this Letter of Credit (the “Stated Expiration Date”), (b) the date on which drawings hereunder total the Stated Amount at such time, or (c) the date on which this Letter of Credit, along with the original(s) of any amendment(s) hereto, is surrendered to us by you for cancellation. The earliest to occur of the dates described in the previous sentence shall constitute the “LOC Expiration Date.” This Letter of Credit shall be surrendered to us by you on the LOC Expiration Date.

It is a condition of this Letter of Credit that the Stated Expiration Date shall be deemed automatically extended without amendment for an additional period(s) of one (1) year from the then effective Stated Expiration Date, unless at or before sixty (60) days prior to any such Stated Expiration Date we shall notify the Applicant and the Beneficiary by registered mail or overnight courier at the above address that we elect not to consider this Letter of Credit extended for any such additional one year period. However, this Letter of Credit shall not be extended beyond [\_\_\_\_enter final expiration date\_\_\_\_], which will be considered the final expiration date.

Subject to the provisions herein, we shall make funds available to you under this Letter of Credit against presentation to us of the original of this Letter of Credit and any subsequent amendments, a sight draft substantially in the form of Annex A attached hereto (the “Sight Draft”) and a drawing certificate substantially in the form of Annex B attached hereto (the “Drawing Certificate”), each purportedly signed by an authorized officer of the Beneficiary.

Only you or your permitted assignees are permitted to make a drawing under this Letter of Credit. Subject to the provisions herein, we hereby authorize you to make drawings hereunder in an aggregate amount not in excess of the Stated Amount from the date hereof through our close of business on the LOC Expiration Date. Partial drawings are permitted under this Letter of Credit and each partial drawing shall reduce the Stated Amount thereafter available hereunder for drawings under this Letter of Credit. Upon payment of drawings in an aggregate amount equal to the Stated Amount, we shall be fully discharged of our obligations under this Letter of Credit and we shall not thereafter be obligated to make any further payments under this Letter of Credit.

Presentation of the Sight Draft and the Drawing Certificate (which shall each be dated the date of presentation) shall be made to our office located at [\_\_\_\_\_] Attention: [\_\_\_\_\_] (or any such address and contact information provided by us in writing to you) by (i) physical delivery of such original documents to such office, or (ii) via overnight courier to such office. Our only obligation with regard to a drawing under this Letter of Credit shall be to examine the documents submitted to us and to pay in accordance therewith if the terms and conditions of this Letter of Credit have been satisfied.

A presentation under this Letter of Credit may be made only on a Business Day during regular business hours. If any request for payment hereunder is presented in compliance with the terms of this Letter of Credit to us at the address mentioned above on any Business Day, payment will be made on the next Business Day. As used herein, a “Business Day” shall mean any day on which commercial banks are not authorized or required by law to close in New York, New York.

If a demand for payment made hereunder does not conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice (in writing) that your demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, as it may be amended, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, as it may be amended, you may attempt to correct any such non-conforming demand to the extent you are able to do so; *provided, however*, that any documents presented to correct such nonconforming demand must be presented on or prior to the LOC Expiration Date.

This Letter of Credit is transferable in its entirety (but not in part) by the issuing bank at the request of the Beneficiary. Transfer of this Letter of Credit is subject to the issuing bank's receipt of a transfer request from the Beneficiary in the form attached hereto as Annex C accompanied by the original of this Letter of Credit and amendment(s), if any. This Letter of Credit may not be transferred to any person/entity with whom U.S. persons/entities are prohibited from doing business by the Office of Foreign Assets Control and the Office of Foreign Affairs and International Trade of Canada/United Nations or other U.S. laws and regulations. In case of transfer, the issuing bank will issue a transferred Letter of Credit to the transferee beneficiary in its entirety under this Letter of Credit under the same terms and conditions except for the date and the Letter of Credit number.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to you at the address set forth above and to us at [the address set forth above]OR[enter address if different from above], Attention: [\_\_\_\_\_], and physically delivered in person or delivered via overnight courier.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited or amplified by reference to any document, instrument or agreement referred to herein, except for Annex A, Annex B and Annex C; and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement. This Letter of Credit may not be amended except in writing signed by the Beneficiary and us.

All banking charges, including costs of establishing, renewing, substituting, canceling, increasing, reducing or otherwise administering this Letter of Credit (but excluding any transfer, advising and negotiating bank charges), are for the account of the Applicant.

This Letter of Credit and the attached Annexes are subject to the Uniform Customs and Practice for Documentary Credits (2007 revisions), International Chamber of Commerce Publication Number 600, as amended from time to time (the "UCP"). To the extent that provisions of this Letter of Credit are not covered by the UCP, this Letter of Credit shall be governed by, and enforced and construed in accordance with, the laws of the State of New York.

Very Truly Yours,

*[Issuing Bank]*

By: \_\_\_\_\_

Name:

Title:

FORM OF SIGHT DRAFT

SIGHT DRAFT

Elizabeth River Crossings Opco, LLC  
99 Canal River Plaza, Suite 125  
Alexandria, VA 22314

[Date]

For Value [*next Business Day succeeding  
date of presentation*]

The undersigned hereby demands payment under the [*Issuing Bank*] Irrevocable Standby Letter of Credit Number [\_\_\_\_\_], dated [\_\_\_\_\_] of USD \$ [\_\_\_\_\_].

U.S. \$ [\_\_\_\_\_][*amount not to exceed amount available under the Irrevocable Standby Letter of Credit*].

[*INSERT WIRE INSTRUCTIONS*]

FOR VALUE RECEIVED AND DRAWN UNDER THE [*ISSUING BANK*] IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [\_\_\_\_\_]

Elizabeth River Crossings Opco, LLC

By: \_\_\_\_\_  
Name:  
Title:

**FORM OF DRAWING CERTIFICATE**

**DRAWING CERTIFICATE**

Elizabeth River Crossings Opco, LLC  
99 Canal River Plaza, Suite 125  
Alexandria, VA 22314

[Date]

[Issuing Bank]  
[address]

Attention: [\_\_\_\_\_]

Re: Drawing Certificate

Ladies and Gentlemen:

The undersigned, an authorized officer of Elizabeth River Crossings Opco, LLC (the “Beneficiary”) hereby certifies to [Issuing Bank], with reference to its Irrevocable Standby Letter of Credit No. [\_\_\_\_\_] (the “Letter of Credit”; the terms the DB Contractor, the Agreement, the Stated Expiration Date, the Business Day and the LOC Expiration Date, as used herein, have their respective meanings as set forth in the Letter of Credit, unless otherwise provided herein), that:

1. The Beneficiary’s sight draft, in the form of Annex A to the Letter of Credit, is drawn on you;

**AND**

2. [The Beneficiary’s signed statement certifying one of the following]:

A. “The DB Contractor has breached the Agreement or is otherwise in default thereunder, and as a result thereof the Beneficiary has incurred costs or expenses in an amount at least equal to the amount specified in the accompanying site draft.”

B. “Under the Agreement, the Beneficiary is entitled to payment from the DB Contractor in the amount of \$[\_\_\_\_\_] but the Beneficiary has not received payment of such amount on or before the date hereof.”

C. “The Beneficiary has not received a replacement Letter of Credit within the time required by Section 17.08(b)(ii) of the Agreement.” or

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D. “The date of this certificate is within thirty (30) days of the Stated Expiration Date and, as of the date hereof, the Beneficiary has not received a replacement Letter of Credit that satisfies the requirements of Section 17.08(b)(ii) of the Agreement.”

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate on behalf of the Beneficiary as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Elizabeth River Crossings Opco, LLC

By: \_\_\_\_\_

Name:

Title:

FORM OF TRANSFER REQUEST

TRANSFER REQUEST

Elizabeth River Crossings Opco, LLC  
99 Canal River Plaza, Suite 125  
Alexandria, VA 22314

\_\_\_\_\_, 20\_\_

[BANK NAME AND ADDRESS]

Re: Irrevocable Standby Letter of Credit No. -----

Ladies and Gentlemen:

For value received, the undersigned beneficiary (the “Beneficiary”) hereby irrevocably transfers to:

\_\_\_\_\_  
Name of Transferee

\_\_\_\_\_  
Address

all of our rights as beneficiary to draw under the Letter of Credit referenced above.

By this transfer, all our rights as the beneficiary, including all rights to make drawings under the Letter of Credit, are transferred to the transferee. The transferee shall have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases or extensions or other changes. All amendments will be sent directly to the transferee without the necessity of consent by or notice to us.

We enclose the original letter of credit and any amendments. **Kindly notify the transferee in such form as you deem advisable of the terms and conditions of the Letter of Credit as transferred and after noting the transfer on the original instrument, which we are forwarding to you herewith, kindly forward it to the transferee, or if requested by the transferee, kindly issue a new irrevocable letter of credit in favor of the transferee with provisions consistent with the Letter of Credit.**

For your transfer fee of \$[get fee from issuing bank]:



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\* Enclosed is our check for \$\_\_\_\_\_

\* You may debit my/our Account No. \_\_\_\_\_

We also agree to pay you on demand any expenses which may be incurred by you in connection with this transfer.

Signature Guaranteed. The beneficiary's signature and title at the right conform with those shown in our files as authorized to sign for the Beneficiary. Policies governing signature authorization as required for withdrawals from customer accounts shall also be applied to the authorization of signatures on this form. The authorization of the Beneficiary's signature and title on this form also act to certify that the authorizing financial institution (i) is regulated by a U.S. federal banking agency; (ii) has implemented anti-money laundering policies and procedures that comply with applicable requirements of law, including a Customer Identification Program (CIP) in accordance with Section 326 of the USA Patriot Act; (iii) has approved the Beneficiary under its anti-money laundering compliance program; and (iv) acknowledges [insert bank name] is relying on the foregoing certifications pursuant to 31 C.F.R. Section 103.121 (b)(6).

Elizabeth River Crossings Opco, LLC

NAME OF TRANSFEROR

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNER AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME OF BANK

\_\_\_\_\_  
AUTHORIZED SIGNATURE AND TITLE

\_\_\_\_\_  
PHONE NUMBER