

EXHIBIT N

Form of DB Direct Agreement

Original page with signature on file with
VDOT

**DIRECT AGREEMENT
(DESIGN-BUILD CONTRACT AND INTERFACE AGREEMENT)**

This DIRECT AGREEMENT (this “Agreement”), dated as of [____], 2012, is made by and among (i) SKW Constructors, a Skanska, Kiewit, Weeks JV, a Virginia joint venture (the “Consenting Party”), (ii) ELIZABETH RIVER CROSSINGS OPCO, LLC, a Delaware limited liability company (the “Assignor”), and (iii) [____], a [____], in its capacity as [trustee] for the Secured Parties (in such capacity, the “[Trustee]”). *[Note: This agreement to be revised to reflect the final financing structure: bond or bank.]*

A. The Assignor entered into the Comprehensive Agreement Relating to the Downtown Tunnel/Midtown Tunnel/Martin Luther King Extension Project, dated as of December 5, 2011 (as amended, restated, supplemented, modified and in effect from time to time, the “Comprehensive Agreement”), with the Virginia Department of Transportation (the “Department”) for the design, engineering, procurement, construction, operation and maintenance and related services for Downtown Tunnel/Midtown Tunnel/MLK Extension Project located in the cities of Norfolk and Portsmouth, Virginia (the “Project”).

B. The Assignor and the Consenting Party have entered into the Design-Build Contract Relating to the Downtown Tunnel/Midtown Tunnel/MLK Extension Project, dated as of December 5, 2011 (as amended, restated, supplemented, modified and in effect from time to time, the “Design-Build Contract”).

C. In connection therewith, the Assignor, the Consenting Party and the Tolling Contractor have entered into the Interface Agreement Relating to the Downtown Tunnel/Midtown Tunnel/MLK Extension Project, dated as of December 5, 2011 (as amended, restated, supplemented, modified and in effect from time to time, the “Interface Agreement,” and together with the Design-Build Contract, the “Assigned Agreements”) to coordinate their respective rights and obligations in connection with the Project.

D. [Pursuant to [*describe financing documents*].]

E. The Assignor and the Trustee have entered into the Security Agreement, dated as of [____], 2011 (as amended, restated, modified, supplemented, and in effect from time to time, the “Security Agreement”), pursuant to which, for the benefit of the Secured Parties (as such term is defined in the Security Agreement, and hereinafter referred to as the “Secured Parties”), the Assignor has pledged and assigned to the Trustee, and granted to the Trustee a lien on and a security interest in, among other things, all of the Assignor’s right, title and interest in, to and under the Assigned Agreements.

F. The Consenting Party is willing to consent to such pledge and assignment of, and the granting of a first-priority lien on and security interest in, to and under all of the Assignor’s right, title and interest in the Assigned Agreements on the terms and conditions of this Agreement and it is a requirement under the [*Financing Documents*] that the Assignor and the Consenting Party execute and deliver this Agreement.

In consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, , as follows:

1. Definitions. Each capitalized term used and not otherwise defined herein shall have the meaning assigned to such term (whether directly or by reference to another document or agreement) in the Design-Build Contract.

2. Consent to Assignment.

(a) The Consenting Party hereby irrevocably consents to the assignment by the Assignor of all its right, title and interest in, to and under the Assigned Agreements to the Trustee, for the benefit of the Secured Parties, as collateral security for Assignor's secured obligations and, subject to the requirements herein, any subsequent assignments by the Trustee upon and after the exercise by the Trustee of the Trustee's rights and enforcement of its remedies under the Financing Documents and the Security Agreement, at law, in equity, or otherwise.

(b) The Assignor agrees that it shall remain liable to the Consenting Party for all obligations of the Assignor under each of the Assigned Agreements. The Consenting Party agrees that (i) except as otherwise provided herein, it shall look only to the Assignor for the performance of such obligations and (ii) it shall be and remain obligated to the Assignor to perform all of the Consenting Party's obligations and agreements under each of the Assigned Agreements upon their respective terms and conditions.

(c) The Consenting Party acknowledges and agrees, notwithstanding anything to the contrary contained in the Assigned Agreements, that none of the following (to the extent not inconsistent with the terms of this Agreement) shall constitute, in and of itself, a default by the Assignor under the Assigned Agreements or shall result in a termination thereof: (i) the assignment of each of the Assigned Agreements pursuant to the Security Agreement; (ii) the development, , management or operation and maintenance of the Project by the Trustee following the occurrence and continuance of an event of default under the Financing Documents and the Security Agreement; (iii) foreclosure or any other enforcement of the Security Agreement by the Trustee; (iv) acquisition of the rights of the Assignor under each of the Assigned Agreements in foreclosure by the Trustee or its designee (or acceptance of an absolute assignment of each of the Assigned Agreements in lieu of foreclosure); or (v) assignment of each of the Assigned Agreements by the Trustee following a purchase in foreclosure or following an absolute assignment thereof in lieu of foreclosure.

3. Representations and Warranties. The Consenting Party (or with respect to representations regarding the individual joint venture members of the Consenting Party, each such member solely as to itself and not as to any other member) hereby represents and warrants to the Trustee and each of the Secured Parties that:

(a) The Consenting Party is a joint venture duly formed and validly existing under the laws of the Commonwealth of Virginia, and is in good standing, duly qualified and authorized to conduct business in the Commonwealth of Virginia and each other jurisdiction where the failure to so qualify would materially adversely affect its ability to perform its obligations under the Assigned Agreements, and has all requisite power and authority as a joint venture to conduct its

business, to own its properties, and to execute and deliver, and to perform its obligations under, this Agreement and the Assigned Agreements.

(b) The execution and delivery by each member of the Consenting Party of each of the Assigned Agreements and this Agreement and the performance by the Consenting Party and each member thereof of each of the Assigned Agreements and this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of any holder of interests in any member of the Consenting Party or any other Person which has not been obtained,(ii) to the best of Consenting Party's knowledge, violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, or determination presently in effect having applicability to the Consenting Party or any member thereof,(iii)result in any violation of, breach of, default under or the creation of a lien under, any term of its formation or governance documents, or of any contract or agreement to which it is a party or by which it or its property is bound, or of any license, permit, franchise, judgment, writ, injunction, decree, order, charter, law, ordinance, rule or regulation applicable to the Consenting Party or any member thereof, except for any such violations which, individually or in the aggregate, would not adversely affect the performance by the Consenting Party and each member thereof of its obligations under the Assigned Agreements and this Agreement.

(c) All authorizations, permits, approvals, consents, orders and waivers or any other action by, registration, declaration or filing with, any governmental authority or other official agency or any third party (collectively, the "Approvals") necessary for the due execution, delivery and performance by the Consenting Party and each member thereof of this Agreement and the execution, delivery and (to the extent required by the Assigned Agreements to be obtained prior to the date hereof) performance of the Assigned Agreements have been validly obtained and are final, and in full force and effect. The Consenting Party and each member thereof reasonably expect that any Approvals not yet required by the Assigned Agreements to be obtained prior to the date hereof can be obtained in the normal course of business as and when required without significant delay or material impairment to the consummation and performance of their respective obligations under the Assigned Agreements or this Agreement.

(d) This Agreement and each of the Assigned Agreements is in full force and effect and is a legal, valid and binding obligation of the Consenting Party and each member thereof, enforceable against the Consenting Party and each member thereof in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) To the best of the Consenting Party's and each member's thereof knowledge after due inquiry, there is no legislation, litigation, action, suit, proceeding or investigation pending or threatened against the Consenting Party or any member thereof before or by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate, (a) could modify or otherwise adversely affect the Approvals, (b) questions the validity, binding effect or enforceability hereof or of the Assigned Agreements, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby or (c) could have a material adverse effect on the ability of the

Consenting Party or any member thereof to perform its respective obligations under each of the Assigned Agreements or this Agreement.

(f) Neither the Consenting Party nor, to the best of the Consenting Party's and each member's thereof knowledge, any other party to the Assigned Agreements is in default of any of its respective obligations under the Assigned Agreements. The Consenting Party has complied with all conditions precedent to its obligations to perform under each of the Assigned Agreements. To the best knowledge of the Consenting Party and each member thereof, no event or condition exists which would, either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either the Consenting Party, any member thereof or the Assignor to terminate or suspend any of its respective obligations (or the performance of such obligations) under the Assigned Agreements. None of the Assigned Agreements has been amended, modified or supplemented in any manner.

(g) None of the Consenting Party or any member thereof has notice of, nor has consented to, any previous assignment of all or any part of the Assignor's right, title or interest in, to or under any of the Assigned Agreements to any other person or entity, and the Assignor is not in default under any material covenant or obligation under any of the Assigned Agreements, and no such default has occurred prior to the date hereof. The Consenting Party has no present claim or offsets against the Assignor or lien upon the Project arising out of the Consenting Party's performance of any work or service under the Assigned Agreements.

(h) Other than the work performed under the Interim Agreement as defined in the Comprehensive Agreement, the Consenting Party has not furnished to or for the benefit of the Assignor any labor, services, equipment or material, whether pursuant to the Assigned Agreements or any other contract or agreement with the Assignor or any other Person, relating to the Project or any component thereof, and the Consenting Party is not aware of the furnishing of any labor, services, equipment or material comprising part of the work under the Assigned Agreements by any other Person, whether to the Assignor, the Department or any other Person.

(i) The representations and warranties of the Consenting Party and each member thereof made in each of the Assigned Agreements are true and correct as of the date hereof except to the extent any such representation and warranty was made specifically as of an earlier date, in which case such representation and warranty was true and correct as of such earlier date.

(j) The Consenting Party has duly performed and complied with all covenants, agreements and conditions contained in each of the Assigned Agreements and this Agreement required to be performed or complied with by it on or before the date hereof, and each of the Assigned Agreements, as of the date hereof, is in full force and effect and has not been amended, and none of the Assignor's rights under the Assigned Agreements has been waived.

4. Rights of the Secured Parties. The Consenting Party hereby agrees as follows:

(a) Exercise of Rights. The Trustee and any designee or assignee thereof shall be entitled, to the extent permitted by this Agreement, to exercise on behalf of the Secured Parties any and all rights of the Assignor under each of the Assigned Agreements in accordance with their respective terms. Without limiting the generality of the foregoing, the Trustee and any

designee or assignee thereof shall have the full right and power, to the extent permitted by this Agreement and subject to the rights of the Consenting Party under the Assigned Agreements, to enforce directly against the Consenting Party all obligations of the Consenting Party under each of the Assigned Agreements and otherwise to exercise all remedies thereunder and to make all demands and give all notices and make all requests and take all action required or permitted to be made by the Assignor under the Assigned Agreements; provided, that nothing herein shall require the Trustee or such designee or assignee to cure any default of the Assignor under any of the Assigned Agreements or to perform any act, duty or obligation of the Assignor under any of the Assigned Agreements, but shall only give them the option so to do. Following receipt of notice from the Trustee of the occurrence and during the continuation of an Event of Default (as defined in the Financing Documents), the Consenting Party shall (i) deal exclusively with the Trustee in connection with performance of the Consenting Party's obligations under the Assigned Agreements, (ii) treat any and all written instructions relating to the Consenting Party received from the Trustee as if coming directly from the Assignor under the Assigned Agreements, (iii) disregard any instructions received from the Assignor and (iv) direct to the Trustee (with a copy to the Assignor) all communications and correspondence arising out of or in connection with the Assigned Agreements.

(b) Right to Cure. If the Assignor defaults in the performance of any of its obligations under the Assigned Agreements beyond any applicable cure periods, or upon the occurrence or non-occurrence of any other event or condition under the Assigned Agreements which would immediately or with notice enable the Consenting Party to terminate or suspend performance under the Assigned Agreements (each hereinafter a "Contract Default"), the Consenting Party shall not cancel or terminate any of the Assigned Agreements, or suspend its performance of any of its obligations thereunder except for the suspension permitted under Section 21.01(b) of the Design-Build Contract, until it first gives written notice of such Contract Default to the Trustee or its assignee or designee and affords such party fifteen (15) days to cure (without any obligation to do so) a monetary Contract Default (including a monetary Concessionaire Default under Section 19.04(c) of the Design-Build Contract) and ninety (90) days to cure (without any obligation to do so) a non-monetary Contract Default following receipt of such notice; provided that if any non-monetary Contract Default cannot be cured during such ninety (90) day period, the Consenting Party shall allow such longer time period as is required so long as such party commenced pursuing such cure within such ninety (90) day period and thereafter is diligently pursuing a cure to such default. If the Trustee fails to cure a non-monetary Contract Default within the ninety (90) day period or is prohibited from curing any Contract Default by operation of law or by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving the Assignor, then the time periods specified herein for curing a non-monetary default Contract Default shall be extended for the period of time equal to the shorter of such prohibition or 150 days.

After any cure, the Assignor shall have the right to request that the Consenting Party try to accelerate the works, at the Assignor's cost.

If the Trustee reinstates any Assigned Agreement after a Contract Default, the Consenting Party shall also be entitled to its direct increased costs associated with such Contract

Default, including, but not limited to, remobilization, escalation and other associated costs.

(c) Substitute Party. In the event that the Trustee or its designee or assignee succeeds to the Assignor's interest under the Assigned Agreements, whether by foreclosure or otherwise, and the Trustee or its designee or assignee assumes liability in writing for all of the Assignor's obligations thereafter arising under the Assigned Agreements and cures any outstanding defaults (other than bankruptcy) and any failures to pay monies due but unpaid under the Assigned Agreements including amounts for antecedent debt owed by the Assignor prior to its default,, such party shall be substituted for the Assignor under each of the Assigned Agreements and the Consenting Party shall recognize the substitute party and, subject to its rights under the Assigned Agreements, will continue to perform its obligations under each of the Assigned Agreements. Notwithstanding any such assumption by the Trustee or its designee or assignee, the Consenting Party retains all rights under the Assigned Agreements against the Assignor with respect to defaults arising prior to such assumption to the extent not cured by the Trustee or its designee or assignee.

(d) New Assigned Agreements. In the event that (i) the Assigned Agreements are rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding involving the Assignor or (ii) the Assigned Agreements are terminated as a result of any bankruptcy or insolvency proceeding involving the Assignor, and if within 150 days after such rejection or termination, the Trustee or its designee or assignee shall so request and shall certify in writing to the Consenting Party that it intends to perform the obligations of the Assignor as and to the extent required under the Assigned Agreements and cures any outstanding defaults (other than bankruptcy) and any failures to pay monies due but unpaid under the Assigned Agreements including amounts for antecedent debt owed by the Assignor prior to its default, , the Consenting Party shall execute and deliver to the Trustee or such designee or assignee new agreements ("new Assigned Agreements"), pursuant to which new Assigned Agreements the Consenting Party shall agree to perform the obligations contemplated to be performed by the Consenting Party under the original Assigned Agreements and which shall be for the balance of the remaining term and for the obligations and services remaining to be performed under the original Assigned Agreements as amended to account for delays and demonstrable and reasonable Losses incurred as a result of the bankruptcy or insolvency of Assignor before giving effect to such rejection or termination and shall contain the same rights, conditions, agreements, terms, provisions and limitations as the original Assigned Agreements. Where reasonably possible, the new Assigned Agreements shall be delivered before giving effect to any such rejection or termination of the original Assigned Agreements by a trustee or debtor-in-possession. If the approval of any such trustee or debtor-in-possession or any regulatory approvals are necessary in order for the Consenting Party to enter into or perform under any such new Assigned Agreements, the Consenting Party shall cooperate with the Trustee or such designee or assignee in obtaining such approvals as rapidly as reasonably possible. The Trustee or such designee or assignee shall have the right to assign any interest it may acquire in such new Assigned Agreements so long as such assignment is consistent with the terms of this Agreement.

(e) Right to Assignment. The Trustee or its assignee or designee may assign any rights and interests it may have as substitute party pursuant to Section 4(c) hereof or as a party to new Assigned Agreements pursuant to Section 4(d) hereof to any purchaser or transferee of the Project, if such purchaser or transferee shall assume all of the obligations of the Assignor under

the Assigned Agreements in writing, and the Trustee or its assignee or designee shall be relieved of all its obligations arising under the Assigned Agreements upon such assignment and assumption; provided, however, that the Consenting Party shall have reasonably determined that the purchaser or transferee has the technical and financial capability to perform the Assignor's obligations under the Assigned Agreements (it being agreed and understood that any purchaser or transferee whose financial resources are equivalent to or better than the financial resources available to the Assignor as of the date hereof shall be deemed to satisfy the requirement with respect to financial capability), or if a proposed purchaser or transferee lacks such technical capability, such purchaser or transferee shall have contracted with advisers who possess such capability. Subject to the proviso above, the Consenting Party hereby agrees to be bound by any such assignment and assumption.

(f) No Obligations. Nothing herein shall require the Trustee or its assignee or designee to perform any of the Assignor's obligations or cure any default under any of the Assigned Agreements except during any period in which the Trustee or its assignee or designee is a substitute party pursuant to Section 4(c) hereof or has entered into replacement agreements pursuant to Section 4(d) hereof, in which case the obligations of such party shall be no more than or less than that of the Assignor under the Assigned Agreements.

(g) No Consent Required. A foreclosure or other exercise of remedies under the Security Agreement or any sale thereunder by the Trustee or its assignee or designee, whether by judicial proceedings or under any power of sale contained therein, or any conveyance from the Assignor to the Trustee or such assignee or designee, in lieu thereof, shall not in any event require the consent of the Consenting Party.

(h) Limitation on Amendments. The Consenting Party shall not, without the prior written consent of the Trustee, enter into any amendment, supplement or other modification of any of the Assigned Agreements except pursuant to any Scope Change Order issued in accordance with the Design-Build Contract or otherwise as expressly permitted by the Assigned Agreements or the Comprehensive Agreement.

(i) Notices. The Consenting Party shall deliver to the Trustee at the addresses set forth on the signature pages hereof, or at such other address as the Trustee may designate in writing from time to time to the Consenting Party, concurrently with the delivery thereof to the Assignor, a copy of each notice of default and each other material notice or demand or request given by the Consenting Party pursuant to the Assigned Agreements.

5. Payments Under the Assigned Agreements. Unless and until the Consenting Party receives written notice to the contrary from the Trustee, the Consenting Party shall pay all amounts (including any damages) payable by it to the Assignor under the Assigned Agreements directly to the account specified on Exhibit A hereto, or to such other person or account as may be specified from time to time by the Trustee to the Consenting Party in writing. . By its acceptance and agreement to this Agreement, the Assignor, for itself and its successors and permitted assigns, consents to the making by the Consenting Party of payments as provided in the previous sentence.

6. Miscellaneous.

(a) Notices. All notices to be given under this Agreement shall be in writing, shall be deemed given upon receipt thereof by the party or parties to whom such notice is addressed, and shall be delivered personally, sent by certified or registered first-class mail, postage prepaid, or dispatched by facsimile or courier to the intended recipient at its address as set forth on the signature pages below. Subject to Section 5, all payments to be made under this Agreement shall be made by wire transfer of immediately available funds or check representing immediately collectible funds to the account or address of the intended recipient as set forth on the signature pages hereto, unless the recipient has given notice of another address or account for receipt of notices or payments.

(b) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles thereof relating to conflicts of law (other than Section 5.1401 of the General Obligations Law and any successor statute thereto). The Consenting Party, the Assignor and the Trustee, on its own behalf and on the behalf of any assignee or designee and their respective permitted successors and assigns hereunder, hereby irrevocably waive all right of trial by jury in any action, proceeding or counterclaim arising out of or in connection with this Agreement or any matter arising hereunder.

(c) Headings. The headings of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(d) Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(e) Amendment, Waiver. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Consenting Party, the Assignor and the Trustee (at the direction of the Secured Parties).

(f) Successors and Assigns. This Agreement shall be binding upon the Consenting Party and the Assignor and their permitted successors and assigns and shall inure to the benefit of the Trustee, on behalf of the Secured Parties, its successors and permitted assignees, designees and their respective permitted successors and assigns. Nothing contained in this Agreement is intended to limit the right of any Secured Party to assign, transfer, or grant participations in its rights in its respective Secured Obligations and the Financing Documents.

(g) Further Assurances. The Consenting Party and the Assignor hereby agree to execute and deliver all such instruments and take all such action as may be reasonably necessary to effectuate fully the purposes of this Agreement.

(h) Counterparts. This Agreement may be executed in any number of counterparts

and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

(i) Third Party Beneficiaries. The agreements of the parties hereto are solely for the benefit of the Consenting Party, the members thereof, the Assignor, and the Trustee, on behalf of the Secured Parties, and shall be binding upon and inure to the benefit of the respective successors and permitted assigns and designees of each of the foregoing parties. No person or entity (other than the foregoing parties, including their respective successors and assigns) shall have any rights hereunder.

(j) Trustee. Notwithstanding anything to the contrary contained herein, the Trustee is acting hereunder solely as Trustee and not in its individual capacity but solely on behalf of the Secured Parties. Under no circumstance shall the Trustee be liable hereunder in its personal capacity for any and all claims, liabilities, obligations, losses, damages, penalties, costs and expenses that may be imposed on, incurred by, or asserted against the Trustee at any time or in any way relating to or arising out of the execution, delivery and performance of this Agreement by the Trustee. The Trustee shall be liable hereunder solely in its capacity as Trustee for the Secured Parties. Under no circumstances shall the Trustee hereunder be liable for any indirect, special, consequential or punitive damages.

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[SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, the undersigned by their respective officers duly authorized have caused this Agreement to be duly executed and delivered as of the first date written above.

SKW Constructors, a Skanska, Kiewit, Weeks JV,
By its members:

SKANSKA USA CIVIL SOUTHEAST INC.

By: _____
Name: _____
Title: _____

KIEWIT INFRASTRUCTURE CO.

By: _____
Name: _____
Title: _____

WEEKS MARINE, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

SKW Constructors, a Skanska, Kiewit, Weeks JV,
c/o Skanska USA Civil Southeast Inc.
295 Bendix Road
Virginia Beach, VA 23452
Attn.: Wade Watson, Project Director
Telephone: (757) 420-4140
Fax: (757) 420-4089

ELIZABETH RIVER CROSSINGS OPCO, LLC

By: _____
Name: _____
Title: _____

Address for Notices:

Elizabeth River Crossings Opco, LLC
99 Canal River Plaza, Suite 125
Alexandria, VA 22314
Attention: Greg Woodsmall,
Interim Chief Executive Officer
Telephone: (703) 340-1200
Facsimile: (703) 340-1201

With a copy to:

Orrick, Herrington & Sutcliffe LLP
Attention: Daniel A. Mathews
51 West 52nd Street
New York, NY 10019-6142
Telephone: (212) 506-5000
Facsimile: (212) 506-5151

[_____], as [Trustee]

By: _____

Name: _____

Title: _____

Address for Notices:

[_____]

[_____]

[_____]

[_____]

Attention: [_____]

Telephone: [_____]

Facsimile: [_____]

Exhibit A
Account Information