

**GENERAL CERTIFICATE OF
NORTH PERIMETER CONTRACTORS, LLC
(I-285 & SR 400 RECONSTRUCTION PROJECT)**

February 8, 2016

North Perimeter Contractors, LLC (“NPC”) hereby represents that as of the date of the execution of the DBF Agreement (as defined herein):

(a) NPC, a Delaware limited liability company authorized to do business in the State of Georgia (the “State”), has full legal right, power and authority to (i) enter into the Design, Build, and Finance Agreement dated as of February 8, 2016 (the “DBF Agreement”), by and between the State Road and Tollway Authority and NPC and (ii) certain certificates, statements, assurances and other documents, agreements and papers required in connection with the I-285 & SR 400 Reconstruction Project, and to carry out and consummate all transactions contemplated thereby and has duly authorized the execution, delivery and performance of the DBF Agreement.

(b) The DBF Agreement (i) has been duly authorized, executed and delivered by NPC, (ii) constitutes the legal, valid and binding agreement of NPC enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors’ rights and to general equitable principles as recognized in the State, and (iii) are in full force and effect.

(c) Upon execution and delivery of the DBF Agreement, NPC is not in default of any of the material terms of or obligations under the DBF Agreement.

(d) The execution and delivery of the DBF Agreement, the consummation of the transactions therein described and the fulfillment of or compliance with the terms and conditions thereof will not, in any material respect, conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) by NPC of any agreement by which it is bound which is material to the performance of its obligations under the DBF Agreement, any provision of applicable law or administrative rule or regulation, any applicable court or administrative decree or order, or any contract or other agreement or instrument to which NPC is a party or by which it or its properties are otherwise subject or bound.

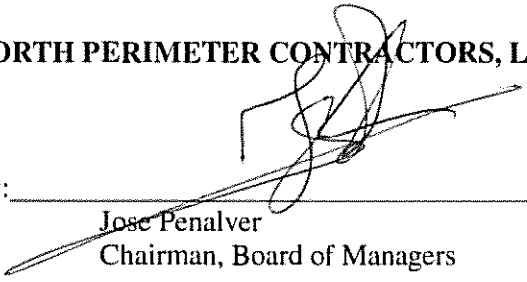
(e) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of NPC, without obligation to investigate, threatened against or affecting NPC, which, in and of themselves, would be likely to materially and adversely affect the consummation of the transactions contemplated by the DBF Agreement. NPC is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would be likely to materially and adversely affect the consummation of the transactions contemplated by the DBF Agreement.

[SIGNATURE PAGE TO FOLLOW]

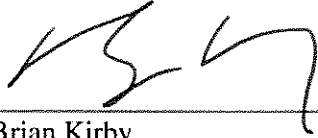
**SIGNATURE PAGE TO
GENERAL CERTIFICATE OF
NORTH PERIMETER CONTRACTORS, LLC**

NORTH PERIMETER CONTRACTORS, LLC

By: _____


Jose Penalver
Chairman, Board of Managers

Attest: _____


Brian Kirby
General Counsel