THE CURRITUCK DEVELOPMENT GROUP, LLC

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of April 21, 2009

THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH OR REFERRED TO HEREIN.

LIMITED LIABILITY COMPANY AGREEMENT
OF
THE CURRITUCK DEVELOPMENT GROUP, LLC
A DELAWARE LIMITED LIABILITY COMPANY

The undersigned member (the "Sole Member") hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement (the "Agreement") of such limited liability company:

GENERAL PROVISIONS

1. Formation. THE CURRITUCK DEVELOPMENT GROUP, LLC (the "LLC") was organized as a Delaware limited liability company by the filing of a Certificate of Formation of the LLC (the "Certificate of Formation") on February 20, 2009 (the "Formation Date") with the Delaware Secretary of State pursuant to the Act. Juan Santamaría, an officer of the Sole Member, was an "authorized person" within the meaning of the Act for purposes of executing the LLC's Certificate of Formation on behalf of the LLC. The rights and obligations of the Sole Member and the administration, dissolution and termination of the LLC shall be governed by this Agreement and the Act.

2. Name. The name of the limited liability company formed on the Formation Date is The Currituck Development Group, LLC. The Sole Member may change the name of the LLC at any time and from time to time. The LLC's business may be conducted under such name or names as the Sole Member deems advisable.

3. Purpose and Powers. The purpose of the LLC is to: (a) enter into and carry out the obligations under the Pre-Development Agreement for the Mid-Currituck Bridge Project with the North Carolina Turnpike Authority (the "PDA") and to engage in such activities as are ancillary, convenient or incidental to the business and operations of the LLC, and (b) engage in any other lawful activity permitted under the Act.

The LLC shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the LLC as set forth in this Section 3.

4. Principal Office; Registered Office. The principal office of the LLC shall be at One Alhambra Plaza, Suite 710, Coral Gables, FL 33134, or at any other place designated by the Sole Member from time to time (the "Principal Office"). The records of the LLC shall be maintained at the Principal Office of the LLC or at such other location determined by the Sole Member. The address of the registered office of the LLC in the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 and the registered agent for service of process on the LLC in the State of Delaware at such registered office shall be The Corporation Trust Company. The LLC may maintain offices at such other place or places as the Sole Member may determine.

5. Term. The term of the LLC began on the Formation Date and shall continue in perpetuity, unless the LLC is earlier dissolved in accordance with the provisions of Sections 22 through 24 below.

6. Authorization. The officers of the Sole Member (the "Designated Officers" and, individually, each a "Designated Officer"), acting in such capacity, are, and each of them individually hereby is, authorized, empowered and directed, in the name and on behalf of the LLC, to prepare and execute and deliver, or cause to be delivered, all instruments, certificates, agreements and other documents contemplated by the PDA or otherwise relating thereto, in each case subject to such changes therein or amendments thereto as the Designated Officer executing the same shall, by execution thereof, approve, and to bind the LLC with respect thereto.

ADMISSION OF SOLE MEMBER; LLC INTERESTS; ADDITIONAL MEMBERS

7. Admission. Upon the filing of the Certificate of Formation with the Office of the Secretary of State of the State of Delaware, the Sole Member was admitted as the sole Member of the LLC in respect of the Interest (as defined herein). The name and address of the Sole Member are as follows:

ACS INFRASTRUCTURE DEVELOPMENT, INC.
One Alhambra Plaza, Suite 710
Coral Gables, FL 33134
United States of America

8. LLC Interests. The LLC shall be authorized to issue a single class of limited liability company interest within the meaning of the Act (the "Interest"). An Interest may be expressed as a percentage. As of the date hereof, the Sole Member's interest in the LLC is 100% of the Interest.

9. Additional Members. Any Person acceptable to the Sole Member may become a member of the LLC on terms and conditions satisfactory to the Sole Member. Upon the admission of any additional Members, the LLC shall cease to be treated as a disregarded entity for federal and state income tax purposes and the Sole Member shall cause an amended and restated Agreement to be prepared and executed.

ECONOMIC PROVISIONS

10. Capital Contributions. The Sole Member may contribute cash or other property to the LLC as it shall decide, from time to time (its "Capital Contribution"). The Sole Member shall not be required to make any Capital Contribution to the LLC, whether on liquidation of the LLC or otherwise.

11. Fiscal Year. Unless otherwise determined by the Sole Member, the fiscal year of the LLC shall be the calendar year.

12. Distributions. The Sole Member may cause the LLC to distribute any cash held by it which is neither reasonably necessary for the operation of the LLC nor in violation of Sections 18-607 or 18-804 of the Act or other applicable law to the Sole Member at any time.

13. Accounting Method. The books and records of account of the LLC shall be maintained in a manner consistent with the methods used by the LLC for its federal income tax reporting purposes.

TAX MATTERS

14. Income Tax Treatment. The Sole Member owns 100% of the Interest in the LLC and, therefore, the LLC shall be disregarded as an entity separate from its Sole Member solely for federal and state income tax purposes.

RIGHTS OF SOLE MEMBER

15. Limited Liability. The Sole Member shall not be liable for any debts or losses of the LLC beyond the Sole Member's Capital Contributions, except as otherwise required by law.

16. Reimbursement of Expenses. The LLC may reimburse the Sole Member for all expenses reasonably incurred and paid by the Sole Member on behalf of the LLC, including all expenses, disbursements and advances for legal, accounting, printing and banking matters, consultants and other third parties, reasonable travel expenses and filing fees.

MANAGEMENT

17. Management. The LLC shall be managed exclusively by the Sole Member. The Sole Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the LLC's business. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the LLC, shall be valid and binding on the LLC if executed by any of the officers of the Sole Member.

18. Compensation. The Sole Member shall not receive compensation for services rendered to the LLC.

19. Outside and Competing Activities. Subject to the application of general common law principles of Delaware corporate law:

(a) The Sole Member, its respective affiliates and its respective stockholders, directors, partners, managers, members, officers, controlling persons, partners and employees may engage or invest in, independently or with others, any business activity of any type or description, including those that might be the same as or similar to, or in direct or indirect competition with, the LLC's business. Neither the LLC nor the Sole Member shall

have any right in or to such other ventures or activities or to the income or proceeds derived therefrom;

(b) The Sole Member shall not be obligated to present any investment opportunity or prospective economic advantage to the LLC, even if the opportunity is of the character that, if presented to the LLC, could be taken by the LLC; and

(c) The Sole Member shall have the right to hold any investment opportunity or prospective economic advantage for its own account or to recommend such opportunity to Persons other than the LLC.

20. Officers, Agents and Employees. The Sole Member may (a) appoint; (b) delegate duties, power and authority to; and (c) fix the rate of compensation of, such officers, agents and employees as the Sole Member may deem advisable from time to time. The officers of the LLC (the "Officers") shall serve at the pleasure of the Sole Member. Any individual may hold any number of offices. The Sole Member's directors, officers, partners, members and employees may serve as Officers. The Officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Sole Member. Subject to the rights, if any, of an Officer under a contract of employment, any Officer may be removed, either with or without cause, by the Sole Member at any time. Any Officer may resign at any time by giving written notice to the Sole Member, which resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by action of the Sole Member.

INDEMNIFICATION

21. Indemnification. The LLC shall, to the full extent permitted by law, indemnify, defend and hold harmless the Sole Member, each officer of the LLC and each of their respective affiliates, officers, directors, controlling persons, partners, members, employees, agents and shareholders, as applicable, together with their respective successors and assigns, heirs, executors and administrators (each, an "Indemnified Person") from and against any and all losses, claims, costs, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from or incurred or imposed upon such Indemnified Person in connection with any and all claims, demands, actions, suits or other proceedings, whether civil, criminal, administrative or investigative, which relate to the status or activities as the Sole Member, officer or to the LLC's property, business or affairs ("Claims"). An Indemnified Person's expenses paid or incurred in investigating, preparing or defending itself against any Claim shall be reimbursed as paid or incurred. This Section 21 shall not apply with respect to any Indemnified Person for that portion of any Claim determined by the final decision (from which an appeal cannot be taken or is not timely taken) of a court of competent jurisdiction to have been caused by his gross negligence, willful or wanton misconduct or knowing violation of law. Any payments made to or on behalf of an Indemnified Person who is later determined not to be entitled to such

payments shall be refunded to the LLC promptly following such determination.

DISSOLUTION

22. Dissolution. The LLC shall dissolve, and its affairs shall be wound up, upon the earliest to occur of:

(a) the written consent of the Sole Member, or

(b) an event of dissolution of the LLC under the Act, unless the LLC is continued in accordance with the Act.

23. Winding Up. Upon the occurrence of an event set forth in Section 22 hereof, the Sole Member shall execute any and all documents and perform all other necessary tasks to dissolve the LLC (the "Dissolution"). Upon Dissolution, an accounting shall be made by the Sole Member of the LLC's assets, liabilities and operations, from the date of the last previous accounting until the date of Dissolution, and the Sole Member shall:

(a) sell or otherwise liquidate all of the LLC's assets as promptly as practicable;

(b) discharge all liabilities of the LLC, including liabilities to the Sole Member as creditor of the LLC to the extent permitted by law; and

(c) distribute the remaining assets to the Sole Member.

24. Certificate of Dissolution.

(a) A Certificate of Dissolution shall be executed and filed by the LLC with the Delaware Secretary of State (and any other states' Secretaries of State, as applicable) as soon as possible after the occurrence of an event affecting the dissolution of the LLC.

(b) Upon the issuance of the Certificate of Dissolution, the LLC shall cease to carry on its business, except insofar as may be necessary for the winding up of its business. The Sole Member shall have authority to distribute any LLC property in furtherance of dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the LLC.

25. Bankruptcy. The bankruptcy, death, dissolution, liquidation, termination, withdrawal or adjudication of incompetency of the Sole Member shall not cause dissolution of the LLC, and the business of the LLC shall continue notwithstanding the occurrence of any such event. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of the Sole Member shall have all rights of such Sole Member for the purpose of setting or managing its estate or property. Any Transfer

by such trustee, receiver, executor, administrator, committee, guardian or conservator shall be subject to all of the restrictions set forth herein to which such Transfer would have been subject if such Transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Sole Member.

For purposes of this Section 25, "Transfer" means (and including, with correlative meaning, other grammatical forms of such term), in respect of some or all Interests, any direct or indirect sale, transfer, assignment, gift, bequest, donation, pledge, hypothecation, encumbrance, mortgaging, assignment as collateral, or disposition by any other means, whether for value or no value and whether voluntary or involuntary (including by realization upon any encumbrance, by operation of law or by judgment, levy, attachment, garnishment, bankruptcy or other legal or equitable proceedings).

NATURE OF INTERESTS

26. Interests Shall Be Securities. The Interests in the LLC shall constitute "securities" within the meaning of (i) Article 8 of the Uniform Commercial Code (the "UCC") (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware and (ii) the law of any other applicable jurisdiction that presently or hereafter is substantially similar to such Article 8.

27. Issuance of Certificates. The Interest in the LLC of the Sole Member shall be evidenced by an Interest certificate in the form attached hereto as Exhibit A (the "Interest Certificate") issued to the Sole Member. The Interest Certificate shall state on its face (i) the restrictions of transfer set forth in this Agreement, as applicable, and (ii) that it is subject to the terms and conditions of this Agreement.

28. Registered Owner. The LLC shall be entitled to treat the registered owner of an Interest Certificate as the owner of such Interest for all purposes and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Interest, regardless of whether it shall have actual or other notice thereof, by a person other than the registered owner of such certificate.

ACCESS TO RECORDS

29. Access to LLC Records. The LLC shall maintain the following records at its Principal Office:

(a) A list with the full name and address of the Sole Member from the date of organization;

(b) A copy of the Certificate of Formation, including all amendments thereto;

(c) Copies of the LLC's federal, state and local income tax returns and financial statements, if any, for the three (3) most recent years, or if the returns and statements were not prepared, copies of the information and statements provided to, or that

should have been provided to, the Sole Member to enable the Sole Member to prepare the Sole Member's federal, state and local tax returns for the same period; and

(d) Copies of this Agreement, including all amendments thereto.

The failure of the LLC to keep or maintain the records or information required by this Section 29 shall not be grounds for imposing liability on the Sole Member for the debts and obligations of the LLC.

MISCELLANEOUS

30. Amendment. This Agreement may be amended only in a writing signed by the Sole Member.

31. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

32. Additional Instruments and Acts. The Sole Member agrees to promptly execute and deliver to the LLC such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional acts, as the LLC may determine to be necessary, useful or appropriate to complete the organization of the LLC, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

33. Construction.

(a) Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and *vice versa*.

(b) Any reference to a "person", "Person" or "party" shall include an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

34. Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

35. Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the

effect of an original violation.

36. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

37. Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreement herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

38. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the LLC.

39. Limitation on LLC Powers. Notwithstanding anything contained herein to the contrary, the LLC shall not do business in any jurisdiction that would jeopardize the limitation on liability afforded to the Sole Member under the Act or this Agreement.

40. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

41. Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing or by facsimile and shall be deemed to have been delivered, given and received for all purposes (a) if delivered personally to the person or to an officer of the person to whom the same is directed, or (b) when the same is actually received, if sent either by a nationally recognized courier or delivery service or registered or certified mail, postage and charges prepaid, or by facsimile, if such facsimile is followed by a hard copy of the facsimiled communication sent by a nationally recognized courier or delivery service, registered or certified mail, postage and charges prepaid, addressed to the recipient party at the address set forth for such party above.

[*Remainder of Page Intentionally Left Blank.*]

IN WITNESS WHEREOF, the undersigned Sole Member has caused this Limited Liability Company Agreement to be executed as of April 21, 2009.

ACS INFRASTRUCTURE DEVELOPMENT, INC.

By: _____

Name: Juan Santamaría

Title: Chief Operating Officer

EXHIBIT A

TO

LIMITED LIABILITY COMPANY AGREEMENT

FORM OF LLC INTEREST CERTIFICATE

LLC INTEREST CERTIFICATE
THE CURRITUCK DEVELOPMENT, LLC,
a Delaware limited liability company

No. 1

THIS CERTIFIES THAT ACS INFRASTRUCTURE DEVELOPMENT, INC. is the owner of a fully paid and non-assessable 100% Interest (as defined in the Agreement referred to herein) in the above Limited Liability Company and certain other rights in connection therewith in the above Limited Liability Company, as set forth in the Limited Liability Company Agreement, dated as of April 21, 2009, of THE CURRITUCK DEVELOPMENT GROUP, LLC (the "Company") as amended, modified and supplemented from time to time (the "LLC Agreement"). Such LLC Interest is not transferable except as provided in the LLC Agreement and is otherwise subject to the terms and conditions of the LLC Agreement.

THIS CERTIFICATE is not negotiable or transferable except in connection with the transfer of the limited liability company interest evidenced hereby as provided in the LLC Agreement; *provided, however*, that this Certificate, when coupled with an assignment in the form set forth on the reverse hereof or otherwise sufficient to convey an interest in the Company, duly executed in blank or assigned to the named assignee, may be deposited with the Secretary and shall constitute direction by the registered owner of this Certificate to the Secretary to register the change of ownership of the limited liability company interest evidenced hereby to such assignee and to issue a new Certificate reflecting such change of ownership to such assignee. The Interests in the Company shall constitute "securities" within the meaning of (i) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware and (ii) the law of any other applicable jurisdiction that presently or hereafter is substantially similar to such Article 8.

IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by the duly authorized officers of its sole Member and the issuance recorded in its limited liability company books as of the 21st day of April, 2009.

THE CURRITUCK DEVELOPMENT GROUP, LLC

By: _____
Name:
Title:

THIS SECURITY HAS NOT BEEN REGISTERED OR QUALIFIED PURSUANT TO THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED AND QUALIFIED OR IF AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION EXISTS.

(REVERSE OF CERTIFICATE)

ASSIGNMENT OF LLC INTEREST

FOR VALUE RECEIVED, the undersigned (the "Assignor") hereby assigns, conveys, sells and transfers unto

_____	_____
(Please insert taxpayer identification number of Assignee)	(Please print name and address)

all rights and interest of the Assignor in THE CURRITUCK DEVELOPMENT GROUP, LLC represented by the within Certificate and irrevocably constitutes and appoints _____ as its attorney-in-fact with full power of substitution in the premises to transfer the same on the books of the Company.

Dated: _____ By: _____

THIS SECURITY HAS NOT BEEN REGISTERED OR QUALIFIED PURSUANT TO THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED AND QUALIFIED OR IF AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION EXISTS.