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April 29, 2009

North Carolina Turnpike Authority
Raleigh, North Carolina

Re: Pre-Development Agreement for Mid-Currituck Bridge Project dated April 29, 2009, between North Carolina Turnpike Authority and The Currituck Development Group, LLC

Ladies and Gentlemen:

We have acted as North Carolina counsel to The Currituck Development Group, LLC (the "Developer") in connection with the execution and delivery of the Pre-Development Agreement for Mid-Currituck Bridge Project (the "PDA") dated April 29, 2009, between North Carolina Turnpike Authority ("NCTA") and the Developer. This letter is provided to you pursuant to Section 2 of the PDA. Capitalized terms used herein but not defined herein shall have the meaning assigned to such terms in the PDA.

In giving this opinion, we have examined final executable originals or copies identified to our satisfaction of the PDA, the Guaranty (the "Guaranty") dated April 29, 2009, made by ACS Infrastructure Development, Inc. (the "Guarantor") in favor of NCTA, and such corporate records of the Developer, certificates of public officials and of officers of the Developer and other persons, and such other documents, agreements and instruments as we have deemed necessary as a basis for the opinions hereinafter expressed. We have also considered such questions of law and we have examined such documents and instruments and certificates of public officials and individuals who participated in the procurement process as we have deemed necessary or advisable.

In giving this opinion, we have assumed that all items submitted to us or reviewed by us are genuine, accurate and complete, and if not originals, are true and correct copies of originals, and that all signatures on such items are genuine. In rendering our opinions as to enforceability, we are relying on the opinion of Dewey & LeBoeuf LLP as to due authorization, execution and delivery of the PDA and the Guaranty. Subject to the foregoing, we are of the opinion that:

1. The Developer is authorized to transact business in the State of North Carolina.

2. The Guarantor is authorized to transact business in the State of North Carolina

3. The PDA constitutes a legal, valid and binding obligation of the Developer enforceable against the Developer in accordance with its terms.

4. The Guaranty constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms.

5. The execution and delivery by the Developer of the PDA does not, and the Developer's performance of its obligations under the PDA will not, violate any current statute of the State of North Carolina or any rule or regulation by any agency of the State of North Carolina applicable to Developer or to transactions of the type contemplated by the PDA.

6. The execution and delivery by the Guarantor of the Guaranty does not, and the Guarantor's performance of its obligations under the Guaranty will not, violate any current statute of the State of North Carolina or any rule or regulation by any agency of the State of North Carolina applicable to the Guarantor or to transactions of the type contemplated by the Guaranty.

We express no opinion herein concerning any laws other than the laws of the United States of America and the laws of the State of North Carolina.

Our services as counsel to the Developer have been limited to rendering the foregoing opinions based on our review of such legal proceedings as we deem necessary to make the statements herein contained. We were not engaged to perform any due diligence review and have not examined any documents or other information concerning the business, operations or financial resources of the Developer or the Guarantor, and, therefore, we express no opinion as to the accuracy or completeness of any such information regarding the Developer or the Guarantor that may have been relied upon by or otherwise affected NCTA in deciding to enter into the PDA and the Guaranty.

We assume no obligation to revise or supplement the opinions expressed herein in the event of future changes in any facts or circumstances.

This opinion is rendered solely for your benefit in connection with the transactions contemplated by the aforementioned documents. It may not be relied upon by you for any other purpose, nor may it be furnished to, used, circulated, quoted or relied upon by any other person for any purpose, without our prior written consent in each instance.

Very truly yours,

McGuireWoods LLP