

PARKING LICENSE AGREEMENT

This Parking License Agreement (the "Agreement") is made as of the 21 day of March 2012 (the Effective Date), by and between Eastern Virginia Medical School, Children's Hospital of the King's Daughters, and Sentara Healthcare (collectively, the "Licensor") and Transportation District Commission of Hampton Roads d/b/a Hampton Roads Transit, a body corporate and politic ("Licensee"). (Licensor and Licensee being sometimes hereinafter collectively referred to as the "Parties").

NOW, THEREFORE, for and in consideration of the mutual promises and agreements to follow, and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties agree as follows:

1. License. Licensor, as members of the EVMC Parking Consortium, own certain real property in Norfolk, Virginia, including the parking lots therein on which are identified as "Lot 19" and "Lot 6" (the "Parking Lots") on the site plan attached hereto and made a part hereof as Exhibit A ("Licensed Premises"), which are the Parking Lots surrounded by Colley Avenue, Southhampton Avenue, and Brambleton Avenue. Licensor hereby grants Licensee, its agents, employees, commuters, customers, and invitees (collectively, the "Permitted Users") a non-exclusive use of the Parking Lots for vehicular and pedestrian ingress and egress, as appropriate. Only a license to park is granted hereby. No bailment is created and Licensee is specifically prohibited from sublicensing, leasing or renting the Licensed Premises to any other person or entity.

2. Use of Licensed Premises.

a. *Fee and Security Deposit*. There is no fee or security deposit for use of the Licensed Premises.

b. *Access*. Parking gates of Licensed Premises shall remain open between the hours of 6:00 pm and 12:00am, Monday through Thursday, and from 6:00 pm Friday through 11:59 p.m. Sunday. Notwithstanding the foregoing, Licensor reserves the right to close the Licensed Premises, or any part thereof, for regular or emergency maintenance or if, in the sole discretion of the Licensor, the Licensed Premises is deemed unsafe for use. In such event, Licensor shall make best efforts to notify Licensee of such closure at least forty-eight (48) hours in advance.

a. *Personnel/Security*. Licensee shall provide, at its own cost and expense, any personnel and all security necessary for use of the Licenses Premises during the access periods.

b. *Maintenance*. Licensee shall require its Permitted Users to utilize the Licensed Premises in a careful, safe, and proper manner and will not permit any waste or nuisance on the Licensed Premises. Licensee shall keep the Licensed Premises clear of all debris as it relates to their use.

3. Term. This Agreement shall commence on the 1st day of April, 2012, and shall continue for one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless otherwise terminated herein.

4. Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice. In addition, this Agreement may be terminated upon material breach of this Agreement by either Party, if breach remains uncured for ten (10) days after notice of breach mailed to the other Party.

5. Insurance. Licensee shall maintain general liability insurance on the Licensed Premises in the amount of \$1,000,000 Combined Single Limit per Occurrence and \$3,000,000 Annual Aggregate and shall name Licensor as an additional insured.

6. Liability. The Licensor and Licensee agree that each will be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts and omissions of the other party or the public and the results thereof. Each agrees that it will assume all risk and liability to itself, its officers, authorized representatives, employees, or agents for the injury to persons or property attributable to the negligence or conduct of its own operations and/or the negligence or operations of its officers, authorized representatives, agents, or employees under this Agreement. The Licensor acknowledges and agrees that the Licensee is precluded by public policy to assume any and all negligence or liability attributable to the actions of others using the Licensed Premises identified in Exhibit A.

7. Indemnification. Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its officers, directors, and employees, from and against any and all damages suffered by Licensor, directly or indirectly, under any theory of liability, relief or recovery including reasonable attorney's fees and reasonable expenses incurred in investigating, defending and prosecuting litigation (hereinafter collectively referred to as "Damages"), that arise in any way out of the use of the Licensed Premises by the Licensee's officers, authorized representatives, employees, or agents.

8. Any notices required under this Agreement must be in writing and shall be deemed effective on the earlier of personal delivery (including personal delivery by telecopy or private overnight carrier) or the third day after mailing by first class mail to the recipient at the address indicated below:

If to Licensor: Eastern Virginia Medical School
ATTN: VP for Administration and Finance
P.O. Box 1980
Norfolk, VA 23507

If to Licensee: Transportation District Commission of
Hampton Roads
ATTN: Ron Hodges, Business Development Director
3400 Victoria Boulevard
Hampton, VA 23661

Any of the above addresses may be changed by giving written notice in accordance with this section.

9. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

10. No Implied Waiver. The failure of Licensor or Licensee at any time to require performance by the other party of any term of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by Licensor or Licensee of a breach of this Agreement constitute a waiver of any other breach of this Agreement.

11. Attorneys Fees, etc. Upon breach of or default in any term or condition of this Agreement, the breaching party shall pay to and reimburse the nonbreaching party for all of its costs, expenses, expert witnesses', consultants' and attorneys' fees incurred or expended by the nonbreaching party.

12. Assignment. Licensee shall not assign, or otherwise transfer all or a part of this Agreement or any of Licensee's rights under this Agreement without Licensor's prior written consent. Any purported assignment or transfer in violation of this section shall be a breach of this Agreement and shall be void.

13. No Warranties. Licensor makes no warranties pertaining to zoning, usability or condition (environmental or otherwise) of the Licensed Premises.


14. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the License and supersedes, terminates and replaces any and all prior agreements by the parties pertaining to this subject matter. No change or supplement to this Agreement shall be binding or enforceable unless the change or supplement is in writing and signed by both Parties.

(Signatures on following page)

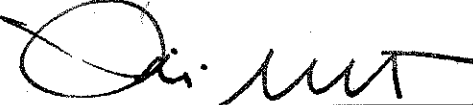
IN WITNESS WHEREOF the parties to this Agreement have executed same as of the date first above written.

EASTERN VIRGINIA MEDICAL SCHOOL

TRANSPORTATION DISTRICT
COMMISSION OF HAMPTON ROADS

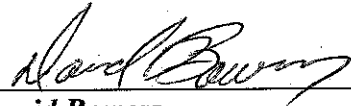

Mark R. Babashanian
VP for Administration and Finance

3/21/12
Date


Philip A. Shucet
President and CEO


Mar 27 2012
Date

CHILDREN'S HOSPITAL OF
THE KING'S DAUGHTERS


David Bowers
Vice President, Human Resources
and Support Services

3/21/12
Date

SENTARA HEALTHCARE


Sylva Richendollar
Vice President of Operations

3/21/12
Date

