

THIS DOCUMENT PREPARED BY:  
HIRSCHLER FLEISCHER  
2100 E. CARY STREET  
RICHMOND, VA 23223

TAX PARCEL/GPIN # 081030001

DECLARATION OF  
SHARED PARKING AND ACCESS AGREEMENT

THIS DECLARATION OF SHARED PARKING AND ACCESS AGREEMENT (this "Agreement") is made as of the 29<sup>th</sup> day of MAY, 2012, by COMMONWEALTH MEDICAL PARK I, LLC, a Virginia limited liability company ("CMP" and Grantor for indexing purposes), RENE B. SHEPPERSON or J. KEMPTON SHIELDS, as trustees, either of whom may act, as "grantor" for indexing purposes ("Trustee") and SUNTRUST BANK, a Georgia corporation, as "grantor" for indexing purposes ("Lender").

RECITALS

- A. CMP is the owner of certain property in the City of Petersburg, Virginia, designated as Lots 1, 5, 6, 7, 8, 9, 10, 11, 12 and 13 as shown on the drawing entitled Commonwealth Medical Park I, LLC Resubdivision of Lot 1, Lot 2 and Lot 3 of Commonwealth Medical Park I prepared by AES Consulting Engineers dated January 11, 2012 (the "CMP Property").
- B. CMP has agreed to grant easements for parking and access over Lots 11 and 13 for the benefit of the owners of Lots 1, 5, 6, 7, 8, 9, 10 and 12.
- C. Lender is the beneficiary under that certain Credit Line Deed of Trust dated July 16, 2007, recorded July 19, 2007, in the Clerk's Office as Instrument No. 07-004000 (the "Deed of Trust"). The Deed of Trust constitutes a lien on the Property. Trustee is the sole acting trustee under the Deed of Trust.

AGREEMENT

FOR and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CMP hereby grants, bargains and conveys to the now and future owners of Lots 1, 5, 6, 7, 8, 9, 10 and 12 (each individually a "Development Parcel" and, collectively, the "Development Parcels") easements for parking over Lots 11 and 13 and easements for access over Lot 11.

In consideration of the granting of the Parking Easement and the Access Easement, each owner of a Development Parcel agrees to reimburse CMP for (i) its pro-rata percentage of the Operating Expenses (hereinafter defined) associated with the Parking Easement including, without limitation, snow and ice removal, (ii) its pro-rata percentage of the Operating Expenses, including, without limitation, snow and ice removal, associated with the Access Easement, and (iii) its pro-rata percentage for Operating Expenses of the associated appurtenances (the "Associated Appurtenances") on Lots 11 and 13.

Each Development Parcel Owner shall pay to CMP its share of all Operating Expenses incurred during each calendar year, in accordance with the following provisions:

"Operating Expenses" is defined, for purposes of this Agreement, as all costs incurred by CMP in owning, servicing, operating, managing, maintaining, and repairing Lots 11 and 13 and the Associated Appurtenances, together with a fifteen percent (15%) fee on the aggregate of all such costs to cover CMP's administrative and overhead costs, including, but not limited to, all costs incurred by CMP, if any, for:

- (i) Any deductible portion of an insured loss concerning any of the items or matters described in this paragraph;
- (ii) The cost of the premiums for all liability and property policies maintained by CMP in connection with Lots 11 and 13 and the Associated Appurtenances;
- (iii) The amount of the real property tax to be paid by CMP on Lots 11 and 13 and the Associated Appurtenances and any costs incurred by CMP should CMP decide to negotiate or contest the amount of such taxes in formal or informal proceedings;
- (iv) Administrative wages and salaries and a management fee for any management company employed by CMP ("Managing Agent");
- (v) Costs incurred in complying with governmental laws, ordinances and regulations; and
- (vi) Any other service to be provided by CMP that is elsewhere in this Agreement stated to be an "Operating Expense". Notwithstanding anything to the contrary contained herein, costs incurred by CMP in making repairs, maintenance and replacements of the improvements on Lots 11 and 13 shall not be chargeable as an "Operating Expense" hereunder, but shall be chargeable directly to a Development Parcel Owner where the need for such repairs or replacement does not result from ordinary wear and tear but is caused by the action (or omission) of a Development Parcel Owner.

Notwithstanding anything in this Agreement to the contrary, each Development Parcel Owner by its acquisition of a parcel acknowledges and agrees that it may be impractical for CMP to allocate some or all of its expenses in owning, servicing, operating, managing, maintaining, and repairing Lots 11 and 13 and the Associated Appurtenances and that, as a result, CMP shall be entitled to aggregate some or all of such expenses for Lots 11 and 13 and the Associated Appurtenances as a whole and to include as Operating Expenses hereunder (with each Development Parcel Owner to pay a Development Parcel Owner's pro-rata share thereof). Similarly, if real estate taxes or insurance premiums are not separately charged or assessed on Lots 11 and 13, then the portion of such costs to be billed as Operating Expenses hereunder (with each Development Parcel Owner to pay a Development Parcel Owner's pro-rata share thereof).

Further, Operating Expenses shall expressly not include (A) depreciation, interest and principal payments of loans and other debt costs, if any; (B) federal, state and city income, excess

profit, gift, estate, succession, inheritance, franchise and transfer taxes, and any other taxes relating to the operation of CMP's business but not Lots 11 and 13 and the Associated Appurtenances; (C) expenses for capital improvements made to Lots 11 and 13 and the Associated Appurtenances except any capital improvement made in expectation of savings of labor or other costs, such capital improvement to be amortized over its useful life; (D) any cost or expenditure or any portion thereof for which CMP has been reimbursed, whether by insurance proceeds or otherwise; (E) costs incurred due to violation by CMP of any of the terms and conditions of this Agreement; (F) repairs resulting from any defect in the original design or construction of Lots 11 and 13 and the Associated Appurtenances; (G) overhead and profit increment paid to subsidiaries or other affiliates of CMP for services to the extent that such costs of such services exceed the comparative costs for such services rendered by persons or entities of similar skill, confidence and experience; (H) costs incurred in connection with the sale, financing, refinancing, mortgaging or sale of the unsold Development Parcels, including brokerage commissions, attorneys' and accountants' fees, closing costs, title insurance premiums, transfer taxes and interest charges; (I) costs, fines, interests, penalties, legal fees or costs of litigation incurred due to the late payment of taxes, utility bills and other costs incurred by CMP's failure to make such payments when due; (J) costs incurred by CMP for organizational expenses and accounting fees to the extent relating to CMP's general corporate overhead and general administrative expenses; (K) costs associated with correcting any violation of law in effect, or making alterations to Lots 11 and 13 and the Associated Appurtenances required in order to cause Lots 11 and 13 and the Associated Appurtenances to be in compliance with any applicable laws in effect; provided, that costs associated with correcting any violation of laws enacted after the date hereof or required in order to cause Lots 11 and 13 and the Associated Appurtenances to be in compliance with any applicable laws enacted after the date hereof shall be classified as Operating Expenses hereunder; (L) political or charitable contributions; (M) costs arising out of the negligence or misconduct of CMP or its agents, or of any vendor, contractor, or providers of material or services selected, hired or engaged by CMP or its agents; or (N) reserves of any kind, including, without limitation, the replacement reserves and reserves for bad debts or lost rent or any similar charge not involving the payment of money to third parties. CMP shall keep records of its expenditures for Operating Expenses and shall, upon a Development Parcel Owner's request, during CMP's normal business hours, make such records available to a Development Parcel Owner for inspection and/or audit at CMP's headquarters (currently 1420 E. Commerce Road, Richmond, VA 23224) or such other location as designated by CMP.

Each Development Parcel Owner shall pay to CMP each month a sum equal to one-twelfth (1/12) of the amount estimated by CMP (in its reasonable discretion) as its share of Operating Expenses for each calendar year. CMP will provide a Development Parcel Owner with CMP's estimate of such amount for the upcoming calendar year on or before December 15 of each calendar year. If CMP fails to notify a Development Parcel Owner of a Development Parcel Owner's revised amount by such date, a Development Parcel Owner shall continue to pay the monthly installments of the amount, if any, last payable by a Development Parcel Owner until notified by CMP of such new estimated amount. No later than April 1 of each calendar year, CMP shall deliver to each Development Parcel Owner a written statement setting forth the actual amount of Operating Expenses attributable to each Development Parcel Owner (as determined in accordance herewith) for the preceding calendar year, along with the calculation of a Development Parcel Owner's share for such period. Each Development Parcel Owner shall pay the total amount

of any balance due shown on such statement within thirty (30) days after its delivery. In the event of any balance owing to a Development Parcel Owner as shown on such statement, CMP shall reimburse each Development Parcel Owner for any overage paid and the monthly installments for the next period shall be reduced accordingly.

In the event that CMP fails to maintain the Parking Easement, the Access Easement and the Associated Appurtenances, the Development Parcel Owners shall have the right to maintain the Parking Easement, the Access Easement and the Associated Appurtenances and bill CMP for (i) its pro-rata percentage of the Parking Easement Operating Expenses, including snow and ice removal, (ii) its pro-rata percentage of the Access Easement Operating Expenses, including snow and ice removal, and (iii) its pro-rata percentage of Operating Expenses of the Associated Appurtenances on Lots 11 and 13. In the event that CMP shall fail to reimburse the Development Parcel Owners within two weeks of receipt of an invoice, interest shall accrue on the outstanding balance of the invoice at the rate of 7% per annum until paid. Invoices sent to CMP shall be sent to the following address by registered mail, return receipt requested:

Commonwealth Medical Park I, LLC  
1420 East Commerce Road  
Richmond, Virginia 23224  
Attention: Bernadette G. Palmer

A Development Parcel Owner's pro-rata percentage shall be an amount equal to the acreage of its respective parcel divided by the total acreage of Lots 1, 5, 6, 7, 8, 9, 10 and 12.

CMP shall have the right to convey Lots 11 and 13 to a property owner's association (the "POA") in which the Development Parcel Owners shall have voting rights equal to their respective pro-rata interests and the POA shall assume maintenance responsibility for Lots 11 and 13.

This Agreement shall be a covenant running with the land, binding on the successors and assigns of CMP.

Lender joins in this Agreement to direct the Trustee to execute this Agreement for the sole purpose of subordinating the lien of the Deed of Trust to this Agreement, provided, however the Deed of Trust shall not be subordinate to any lien benefitting CMP, the POA or the Development Parcel Owners.

Trustee, at the direction of the Lender, hereby subordinates the lien of the Deed of Trust to this Agreement, provided, however the Deed of Trust shall not be subordinate to any lien benefitting CMP, the POA or the Development Parcel Owners.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW]

WITNESS the following signature:

CMP: COMMONWEALTH MEDICAL PARK I, LLC,  
a Virginia limited liability company

By: Bernadette G. Palmer  
Name: Bernadette G. Palmer  
Title: Manager

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND

The foregoing document was acknowledged before me this 29<sup>th</sup> day of May,  
2012, by Bernadette G. Palmer, Manager of Commonwealth Medical Park I, LLC, a Virginia  
limited liability company, on behalf of such company.

My commission expires: 8.31.15  
Registration Number: 184932



Donna F. Martin  
Notary Public

LENDER:

SUNTRUST BANK,  
a Georgia corporation

By: [Signature]  
Its: Sarita Vice President

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND

The foregoing document was acknowledged before me this 14<sup>th</sup> day of May,  
2012, by Kevin J. Chase, SVP of SunTrust Bank, a Georgia  
corporation, on behalf of the bank.

My commission expires: 12-31-2013  
Registration Number: 7235970



[Signature]  
Notary Public

TRUSTEE:

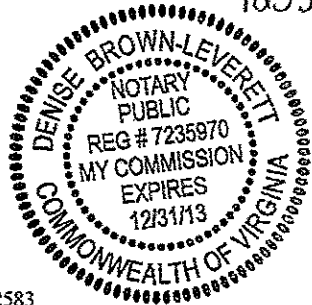
J. Kempton Shields, Sr.  
as Trustee

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Richmond

The foregoing document was acknowledged before me this 14<sup>th</sup> day of May,  
2012, by J. Kempton Shields, as Trustee.

My commission expires: 12.31.2013

Registration Number: 7235970



Denise Brown-Leverett  
Notary Public

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INSTRUMENT #120081366  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG ON  
MAY 30, 2012 AT 02:40PM

SHALVA J. BRAXTON, CLERK  
RECORDED BY: RLG