

**AGREEMENT CONCERNING THE USE OF
THE TWENTY (20) VEHICLE PARKING LOT
SITUATED ON WOOD HILL ROAD**

This AGREEMENT CONCERNING USE OF THE TWENTY (20) VEHICLE PARKING LOT ("Parking Lot") SITUATED ON WOOD HILL ROAD (this "Agreement") made this 7th day of September, 2009 by and between THE COUNCIL OF UNIT OWNERS OF CONDOMINIUM RESIDENCE I OF FALLSGROVE, INC. ("Council I"); THE COUNCIL OF UNIT OWNERS OF CONDOMINIUM RESIDENCE II OF FALLSGROVE, INC. ("Council II"); and THE COUNCIL OF UNIT OWNERS OF CONDOMINIUM RESIDENCES III & IV OF FALLSGROVE, INC. ("Council III & IV"). (Council I and Council II are sometimes collectively referred to herein as the "Two Condominiums" or "Two Councils." Council I, Council II and Council III & IV are sometimes collectively referred to herein as the "Three Condominiums" or "Three Councils.")

WHEREAS, the Board of Directors of Council I is the governing body vested with decision making authority with respect to the matters set forth in this Agreement ("Board I"); the Board of Directors of Council II is the governing body vested with decision making authority with respect to the matters set forth in this Agreement ("Board II"); and the Board of Directors of Council III & IV is the governing body vested with decision making authority with respect to the matters set forth in this Agreement ("Board III & IV") (Board I and Board II are sometimes collectively referred to herein as the "Two Boards." Board I, Board II and Board III & IV are sometimes collectively referred to herein as the "Three Boards.");

WHEREAS, Condominium Residence I of Falls Grove, Inc. ("CRI"), Condominium Residence II of Falls Grove, Inc. ("CRII"), and Condominium Residences III & IV of Falls Grove, Inc. ("CRIII & IV") are separate condominium associations located adjacent to one another in Rockville, Maryland;

WHEREAS, the Two Condominiums and SGB Office Group, LLC, an affiliate of Lerner Enterprises, LLC ("SGB") are parties to an Agreement Dated April 13, 2005 ("Agreement of April 13, 2005") that provides that SGB will construct the Parking Lot for the use of the "Condominium Residences and/or their guests;"

WHEREAS, the entities SGB Office Group, LLC, and SG Office Associates, LLC ("SGA") are used interchangeably throughout this Agreement and are considered to be one and the same entity for purposes of this Agreement;

WHEREAS, the Two Condominiums and SGA entered into an Parking Lot License Agreement, dated August 25, 2009 ("License Agreement"), that delineates, among other things, the responsibilities of the Two Condominiums and SGA for maintaining the Parking Lot (Exhibit A hereto):

WHEREAS, the Two Condominiums desire to afford the owners/residents of CR III & IV, who are not parties to the aforesaid Agreement of April 13, 2005 the use of the Parking Lot on the same terms and conditions as the owners/residents of the other Two Condominiums; and

WHEREAS, the Two Councils have established rules concerning the use of the Parking Lot and rules and procedures for the towing of vehicles improperly parked in the Parking Lot, the Two Councils herein seek the agreement of Council III & IV with the terms and conditions stated herein;

NOW THEREFORE, in consideration of the above recitals, each of which is made a part of this Agreement, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Three Councils agree as follows:

1. Owners/residents of CR III & IV are hereby authorized to use the Parking Lot on the same terms and conditions as the owners/residents of the other Two Condominiums.
2. Council III & IV hereby agrees to all of the provisions of this agreement, including those set forth in Exhibit A, and hereby accepts responsibility for costs and liabilities associated with the use of the Parking Lot, including but not limited to the indemnification provisions in Exhibit A, and any expenses associated with the upkeep of the lot, as limited in Exhibit A, on an equal share basis with the other Two Councils. This means that such costs, liabilities and expenses will be shared equally (1/3, 1/3, 1/3) among the Three Councils with the understanding that since the 20-Space Parking Lot is a separate parcel not owned by the Three Councils, the cost sharing is independent of any other cost sharing arrangements between the Three Councils.
3. Use of the Parking Lot by the owners/ residents and guests of the Two Condominiums and CR III & IV will be on an unrestricted basis. However, unrestricted use will be reviewed on or before November 15, 2009, by representatives appointed by the Three Condominiums, for the purpose of determining if any changes should be made in such use and adopting such changes. Any changes must be agreed to by the Three Boards. Any changes will be adopted no later than January 15, 2010 and implemented by an addendum to this Agreement. The sole purpose of this provision is to ensure that the most effective and efficient use is being made of the Parking Lot for the benefit of all owners/residents. Examples of matters that would be the subject of review include, but are not limited to: whether vehicles are being stored for unreasonable periods, such as 14 consecutive days or more; whether owners/residents who do not own garages and who desire to park in the Parking Lot are unable to secure parking spaces in the lot because of guests parking in the Parking Lot; and any other practices that do not appear to be in the overall best interests of the owners/residents. If agreement is not reached by January 15, 2010 or for an additional sixty-(60) day period if approved by the Three Boards, on any changes to the use of the Parking Lot that are deemed appropriate, then this Agreement shall be declared null and void. Should the Agreement be declared null and void under the provisions of this paragraph, then (a) CR III & IV shall no longer be responsible, as of that date, for sharing in any of the costs associated with the maintenance of the enhancements to any of the Three Councils' parcels resulting from the Agreement of April 13, 2005; and (b) CR III & IV will (i) no longer be afforded the use of the Parking Lot, (ii) will thereupon relinquish any rights that CR III & IV may have concerning the use of the Parking Lot, and (iii) will no longer be responsible for sharing in the costs and liabilities associated with the use of the Parking Lot and any expenses associated with the upkeep of the Parking Lot.
4. The access code for the gate at the entrance to the parking lot will be changed from time-to-time, as circumstances require, and it is the responsibility of each of the Three Boards to communicate such changes to their owners/residents. Every effort shall be made by the Three Boards to ensure that the access code is not released to persons other than owners/residents and the authorized guests of owners/residents.

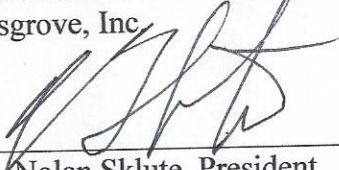
5. Only members of the Boards of CRI and CRII and the Property Management Company have the authority to request that vehicles be towed from the Parking Lot. Towing is subject to the provisions of Exhibit A hereto.
6. Parking violations for which vehicles may be towed include:
 - (a) vehicles parked in such a manner that more than one parking space is used by the vehicle, thereby precluding another vehicle from using the adjacent parking space;
 - (b) vehicles that are determined to be using the lot without authorization (i.e. do not belong to an owner/resident or authorized guest);
 - (c) vehicles that are blocking the entrance or exit to the Parking Lot and thereby are precluding vehicles from entering or exiting the Parking Lot;
 - (d) vehicles that are not parked within a striped space and are blocking other vehicles parked in the Parking Lot from driving out of the lot;
 - (e) vehicles that are of such a size that they do not fit within the confines of a striped parking space;
 - (f) vehicles that are otherwise in violation of the Parking Rules and Regulations
7. In those situations identified in subparagraphs (c) and (d), towing may be requested without seeking to first identify/contact the owner/driver of the offending vehicle. In other situations, reasonable efforts should be made to identify and contact the owner/driver of the vehicle, and proper notification procedures, as outlined in the Parking Rules and Regulations, will be administered before towing action will be initiated.
8. Owners of vehicles that intend to store a vehicle in the Parking Lot for more than 14 consecutive days must advise a member of their Board of Directors, who will in turn advise a representative of the other Boards of Directors. A vehicle may be stored in the Parking Lot for more that 14 consecutive days, only after receiving written approval from his/her Board of Directors, which approval shall be granted only with the concurrence of the other two Boards of Directors.
9. In the event issues arise concerning any matters related to the rights and/or obligations of the Three Condominiums under this Agreement, including but not limited to costs associated with the upkeep and or maintenance of the Parking Lot and/or legal fees and litigation costs, the parties shall meet to resolve such issues in a timely manner. If such resolution does not occur within sixty (60) days from the date any of the Three Condominiums identifies such an issue and notifies the other two condominiums of the issue in writing, then the matter shall be referred to Arbitration under the rules of the American Arbitration Association (AAA). The arbitration will be conducted by one arbitrator agreed upon by the Three Condominiums (and such agreement shall not be unreasonably withheld) and shall be held in Montgomery County, Maryland. Each Condominium shall pay its own expenses arising from the arbitration and the Three Condominiums will share equally the expense of the arbitrator and the AAA. In the absence of agreement by the Three Condominiums, the AAA shall select an arbitrator who is knowledgeable about the issues involved in the dispute. Any arbitration award will be final, and judgment thereon may be entered, in any court of competent jurisdiction. Any of the Three Condominiums may seek any interim or preliminary relief from any state or federal court in the United States with jurisdiction over the subject matter and parties as is necessary to protect the rights or property of such Condominium pending the completion of arbitration.
10. Each of the three (3) Boards shall ensure that all owners/residents of the Condominiums are aware of the provisions of paragraphs 6, 7 and 8 of this Agreement, and shall include reference to such provisions in their Condominium By-Laws and/or Rules and Regulations no later than October 30, 2009. Each Board will advise the other two Boards when reference to these provisions is in fact included in its Condominium By-Laws and/or

Rules and Regulations. Failure to comply with this paragraph by October 30, 2009, shall render this Agreement null and void.

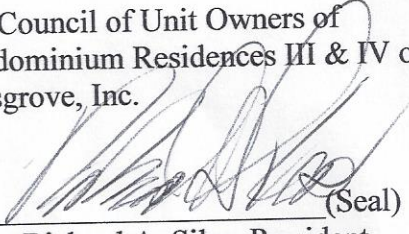
11. The term of this agreement is ten (10) years from date entered into.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date set forth above and intending to be legally bound hereby.

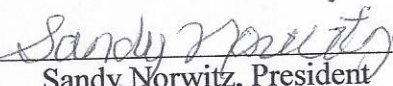
The Council of Unit Owners of
Condominium Residences I of
Fallsgrove, Inc

By:  (Seal)
Nolan Sklute, President

The Council of Unit Owners of
Condominium Residences III & IV of
Fallsgrove, Inc.

By:  (Seal)
Richard A. Silas, President

The Council of Unit Owners of
Condominium Residences II of
Fallsgrove, Inc.

By:  (Seal)
Sandy Norwitz, President