

SHARED USE AGREEMENT

This Agreement ("Agreement") is entered into by and among Salt Pond Associates, a Delaware General Partnership, its partners, Kenneth A. Simpler and C.E. Rupert Smith (collectively, "SPA"), Salt Pond Associates, L.L.C., a Delaware Limited Liability Corporation ("SPA LLC"), Salt Pond Golf Associates, L.L.C., a Delaware Limited Liability Corporation ("SP Golf Associates" collectively with SPA and SPA LLC, "SPA Golf"), and The Salt Pond Homeowners Association, Inc., a Delaware Corporation ("SPHA"), and shall be effective as of the ____ day of _____, 2007.

WHEREAS, SPA Golf owns and operates a golf course in and around Salt Pond, a single family housing and condominium community complex located on and around Salt Pond on the west side of State Route 1 immediately west of Bethany Beach, Sussex County, Delaware.

WHEREAS, SPA Golf and SPHA have reached agreement on issues surrounding the golf course and SPA's interests as the developer of Salt Pond.

WHEREAS, SPA Golf and SPHA have now reached an agreement on remaining issues relating to the shared use of the entrance roadway and the shared use of the parking areas surrounding the Community Center and the Golf Pro Shop, and as a result, the parties hereto agree to the resolution of these issues under this Agreement as follows:

1. Shared Use of the Roadway.

SPA Golf, its guests and invitees shall have the right of access to use the entrance roads into the Salt Pond community to and from the Community Center/Golf Pro Shop (the Entrance Roads). Such Roads are marked and highlighted on Exhibit A hereto.

2. Shared Cost of Maintenance.

Subject to the provisions of Paragraph 4 below, SPA Golf and SPHA hereby agree to share, on a 50/50 basis, the reasonable annual maintenance costs and expenses of the Entrance Roads and entryways to such Roads, including the entrance to the Community Center's parking lot. Such costs and expenses shall include costs to repair, upgrade and maintain the road bed and surface, the drainage facilities, the lighting, signage, landscaping and safety measures.

By January 1 of each year, SPHA shall provide to SPA Golf (i) a separate budget for the proposed expenditures for the upkeep and maintenance of the Entrance Roads for the upcoming year, and (ii) a detailed record of expenses incurred by SPHA for the upkeep and maintenance of the Entrance Roads. By the 15th of January of each year, SPA Golf shall reimburse SPHA for ½ of all expenses incurred during the prior year for the upkeep and maintenance of the Entrance Roads, and, unless prior written approval was received by SPHA from SPA Golf, such expenses shall be no more than ½ the amount of the proposed budget for the year in which the expenses relate.

3. Community Center/Pro Shop Parking Areas.

SPHA and SPA Golf have specific and defined areas for parking around the Community Center/Golf Pro Shop, and other than the rights set forth herein, the parties intend to respect each others legal rights and interests in their respective parking areas. Notwithstanding that, SPHA and SPA Golf agree that it may be in the best mutual interests of both parties to permit temporary use of their respective parking areas surrounding the Community Center at certain times and under certain circumstances. Accordingly, the parties hereto agree that, on a case by case basis, they will act reasonably and in good faith to reach agreement on the temporary use of the other party's parking area, based upon the need of the parties, and on the then use of the parking areas at the time of the request. SPA and SPHA agree to act in good faith and to reasonably cooperate with each other with respect to any request for temporary shared use of the parking area of the other party. It is specifically understood that the parties intend to be able to share in the use of such parking areas from time to time, and that repeatedly failing to agree to reasonable requests for shared use is not acting in good faith.

4. Neighborhood Commercial Area.

With respect to the area generally referred to as the "Neighborhood Commercial Area" comprised of approximately 8.288 acres and located along Fred Hudson Road (CR 360), Cedar Neck Road (CR 357) and Bethany Loop Road, should such Neighborhood Commercial Area be sold, transferred or otherwise conveyed to a third-party (the "Assignee"), SPA shall require that the new owners, assignees or transferees of such Neighborhood Commercial Area shall assume the following duties, obligations and responsibilities and the duties, obligations and the responsibilities of the parties hereto shall be modified as follows:

With respect solely to the SPHA entrance ways and roads forming a boundary around the Neighborhood Commercial Area (the "Common Road Area"), SPA Golf, SPHA and the Assignee shall share, on a 1/3, 1/3 and 1/3 basis, the reasonable annual maintenance costs and expenses of the Common Road Area. Such costs and expenses shall include costs to repair, upgrade and maintain the road bed and surface, the drainage facilities, the lighting, signage, landscaping and safety measures.

By January 1 of each year, SPHA shall provide to SPA Golf and the Assignee (i) a separate budget for the proposed expenditures for the upkeep and maintenance of the Common Road Area for the upcoming year, and (ii) a detailed record of expenses incurred by SPHA for the upkeep and maintenance of the Common Road Area. By the 15th of January of each year, SPA Golf and the Assignee shall each reimburse SPHA for their respective 1/3 share of all expenses incurred during the prior year for the upkeep and maintenance of the Common Road Area, and, unless prior written approval was received by SPHA from SPA Golf and the Assignee, such expenses shall be no more than their respective 1/3 share of the amount of the proposed budget for the year in which the expenses relate.

Nothing herein shall in anyway relieve SPHA and SPA Golf with respect to the remaining duties, rights and obligations to that portion of the Entrance Road that is not part of the Common Road Area set forth in this Agreement.

5. Execution of Documents.

Each of the parties hereto agrees that they will promptly execute and deliver all documents as may be necessary and appropriate to effectuate the terms of this Agreement. This Agreement may be executed in any number of actual or telecopied counterparts, which may be joined together and attached to one such original and shall constitute one and the same instrument.

6. Notices.

Any notice under this Agreement must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given as designated by such party in writing. Any such notice, demand, request, or other communication shall be deemed to have been given at the time it is duly deposited and registered in any United States Post Office or branch post office.

7. Governing Law: Arbitration.

This Agreement shall be interpreted and enforced pursuant to the laws of the State of Delaware. The parties agree that in the event a dispute arises between the parties regarding this Agreement the sole legal recourse of either party hereto shall be to submit such dispute to binding arbitration before an arbitrator agreed to by the parties, or, if the parties cannot agree, appointed by the American Arbitration Association, pursuant to its rules regarding commercial disputes. The costs of the arbitration, including the arbitrator's fees shall be divided evenly between the parties, but otherwise the parties shall bear their own costs and attorneys' fees in any such arbitration. The arbitrator shall be empowered to order both legal and equitable relief, as may be warranted in the circumstances. The arbitrator's order, upon application to a Delaware Court of competent jurisdiction, may be entered as a binding and enforceable judgment of that Court. For that purpose of the appointment of an arbitrator, the parties hereto consent to the jurisdiction of the American Arbitration Association and agree to accept service of process via overnight express mail.

The arbitration process shall be initiated by written demand directed via overnight mail to:

Salt Pond Associates
400 Bethany Loop
Bethany Beach, DE 19930

Salt Pond Associates LLC
400 Bethany Loop
Bethany Beach, DE 19930

Salt Pond Golf Associates, L.L.C.
400 Bethany Loop
Bethany Beach, DE 19930

Salt Pond Homeowners Association, Inc.
c/o Legum & Norman
C4 – Edgewater – Sea Colony East
Bethany Beach, DE 19930

The arbitration shall take place in Delaware by the arbitrator and shall be concluded within 30 days from the date of the demand for arbitration. The parties shall agree on the procedures to be used for the arbitration. In default of such agreement, the arbitrator shall determine the

procedures to apply. Any party hereto may apply to the arbitrator for temporary, emergency relief, which may be granted pending final relief, as appropriate in the circumstances.

8. Entire Agreement.

This agreement constitutes the entire agreement by and among the parties hereto and it supersedes any and all other agreements, understandings, negotiations or discussions, whether oral or written express or implied, concerning the subject matter herein among the parties to this Agreement.

9. Binding Effect.

The terms, conditions and agreements herein contained shall be kept and performed by the respective parties hereto and will be binding upon them and each of their successors and assigns.

10. Captions.

The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections in this Agreement or in any way affect this Agreement.

11. Severability.

In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

Salt Pond Associates
By:
Title:
Date:

Witness

Kenneth A. Simpler, Partner
Salt Pond Associates
Date:

Witness

C.E. Rupert Smith, Partner
Salt Pond Associates
Date:

Witness

Salt Pond Associates, LLC
By:
Title:
Date:

Witness

Salt Pond Golf Associates, L.L.C.
By:
Title:
Date:

Witness

The Salt Pond Homeowners Association, Inc.
By:
Title:
Date:

Witness

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this ____ day of _____, personally appeared before me, the subscriber a Notary Public for the State of Delaware and County aforesaid, _____, _____ Partner of SALT POND ASSOCIATES, a General Partnership of the State of Delaware, party of this indenture to be its act and deed, and the act and deed of the said corporation, that the signature is his own proper handwriting; that the seal affixed is the common and seal of the said general partnership; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by the said partnership.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public
Notary Name: _____
My Commission Expires: _____

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this ____ day of _____, personally appeared before me, the subscriber a Notary Public for the State of Delaware and County aforesaid, Kenneth A. Simpler, Partner of SALT POND ASSOCIATES, a General Partnership of the State of Delaware, party of this indenture to be his act and deed, and that the signature is his own proper handwriting.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public
Notary Name: _____
My Commission Expires: _____

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this ____ day of _____, personally appeared before me, the subscriber a Notary Public for the State of Delaware and County aforesaid, C. E. Rupert Smith, Partner of SALT POND ASSOCIATES, a General Partnership of the State of Delaware, party of this indenture to be his act and deed, and that the signature is his own proper handwriting.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public
Notary Name: _____
My Commission Expires: _____

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this ____ day of _____, personally appeared before me, the subscriber a Notary Public for the State of Delaware and County aforesaid, _____, _____ Member of SALT POND GOLF ASSOCIATES, L.L.C., a limited liability corporation of the State of Delaware, party of this indenture to be their act and deed, and the act and deed of the said limited liability corporation, that the signatures are their own proper handwriting; that the seal affixed is the common and corporate seal of the said limited liability corporation; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by the said limited liability corporation.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public
Notary Name: _____
My Commission Expires: _____

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this ____ day of _____, personally appeared before me, the subscriber a Notary Public for the State of Delaware and County aforesaid, _____, _____ Member of SALT POND ASSOCIATES, L.L.C., a limited liability corporation of the State of Delaware, party of this indenture to be their act and deed, and the act and deed of the said limited liability corporation, that the signatures are their own proper handwriting; that the seal affixed is the common and corporate seal of the said limited liability corporation; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by the said limited liability corporation.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public
Notary Name: _____
My Commission Expires: _____

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this ____ day of _____, personally appeared before me, the subscriber a Notary Public for the State of Delaware and County aforesaid, _____, _____ President of THE SALT POND HOMEOWNERS ASSOCIATION, INC., a corporation of the State of Delaware, party of this indenture to be their act and deed, and the act and deed of the said corporation, that the signatures are their own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by the said corporation.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public
Notary Name: _____
My Commission Expires: _____