

UNANIMOUS WRITTEN CONSENT  
OF THE UNIT OWNERS  
OF BPC COMMERCE CENTER CONDOMINIUM

The undersigned, constituting all of the Unit Owners of the BPC Commerce Center Condominium, hereby unanimously agree and consent to the following actions:

WHEREAS, pursuant to a Declaration of Condominium of BPC Commerce Center Condominium recorded in the Office of the Recorder of Deeds in and for Cumberland County on May 10, 2006, in Book 0726, Page 4564 (the "**Declaration**"), BPC Partners, a Pennsylvania general partnership ("**BPC**"), as owner in fee simple of certain real property located along Carlisle Pike in Silver Springs Township, Cumberland County, Pennsylvania (the "**Property**"), created a condominium with respect to the Property known as the "BPC Commerce Center Condominium" (the "**Condominium**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration. A copy of the Declaration is attached hereto as Exhibit A;

WHEREAS, Lititz Properties, LLC ("**Lititz**") is the owner of Unit 2 in the Condominium, evidenced by a deed from the Tax Claim Bureau of the County of Cumberland, Pennsylvania, as Trustee, dated November 15, 2011 and recorded November 21, 2011 in the Office of the Recorder of Deeds in and for Cumberland County at Instrument Number 201132296;

WHEREAS, Gary L. Lawrence and Joan L. Lawrence (collectively, "**Lawrence**") are the owners of Unit 1 in the Condominium, evidenced by a deed from BPC dated \_\_\_\_\_ and recorded \_\_\_\_\_ in the Office of the Recorder of Deeds in and for Cumberland County at Instrument Number \_\_\_\_\_;

WHEREAS, Lititz and Lawrence are all of the Owners of the Units of the Condominium (collectively, the "**Owners**");

WHEREAS, Article 10 of the Declaration vests the Association with the power to administer, supervise and manage the Condominium;

WHEREAS, the Owners have not appointed Directors to the Board of the Association as provided in Section 10.3 of the Declaration, and the Association has, prior to the date hereof, been inactive; and


WHEREAS, the Owners desire to take certain actions and document their mutual agreements regarding the Condominium and the Association without appointing Directors to the Board or otherwise fully activating the Association.

NOW, THEREFORE, THE OWNERS HEREBY AGREE AS FOLLOWS:

1. The Bylaws of the Association shall be in the form attached hereto as Exhibit B.
2. The Owners shall not require the Association to adopt a budget and establish assessments for the payment of Common Expenses in accordance with the provisions of the Declaration and/or the Bylaws.
3. Lawrence shall continue to maintain the Access Easement as a General Common Expense in accordance with the provisions of Section 5.2.3 of the Declaration and pay the costs therefore in accordance with past practice; provided that commencing on the date hereof, each Owner shall be responsible for the cost of such maintenance for the Access Easement in proportion to each such Owner's Percentage Interest, and Lititz shall reimburse Lawrence for Lititz's share of the maintenance expense for the Access Easement within thirty (30) days after Lititz's receipt of a written statement from Lawrence setting forth such expenses in reasonable detail, including, without limitation, copies of any receipts for such expenses paid by Lawrence. Any amounts not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year until paid.
4. Each Owner shall maintain liability insurance in accordance with Section 12.3 of the Declaration. Such insurance shall include the Association as an additional insured thereunder.
5. The Owners waive the requirement of an annual meeting of the Association pursuant to Section 2.2 of the Bylaws.
6. Each Owner shall have the right to rescind this Agreement in its entirety by giving written notice to the other party (the "Non-rescinding Party") and including with such notice the names of the person or persons appointed by the Owner rescinding this Agreement to the Board as of Directors in accordance with Section 10.3 of the Declaration. The Non-rescinding Owner shall within ten (10) days of receipt of the notice of rescission, notify the other Owner of the person or persons appointed to the Board as Director or Directors by Non-rescinding Owner. Thereafter, the management of the Condominium and the affairs of the Association shall be governed by the Board in accordance with the terms of the Declaration and Bylaws.
7. Lititz is hereby appointed as the managing agent of the Association for the sole and limited purpose of providing the resale certificate referred to in Section 3407 (b) of the Act.

IN WITNESS WHEREOF, the Owners, intending to be legally bound, have executed this Agreement as of the dates listed below.

LITITZ PROPERTIES, LLC

By:   
Name: Raymond G Gansler  
Title: Vice President  
Date: 8/7, 2012

\_\_\_\_\_  
Gary L. Lawrence

\_\_\_\_\_  
Joan L. Lawrence  
Date: \_\_\_\_\_, 2012

EXHIBIT A

The Declaration

EXHIBIT B

Bylaws