

AGREEMENT

This Agreement made this 20th day of February, 2007 by and between Brilliant Associates, a Maryland ^{LLC} ~~partnership~~ ^{limited liability co.} (hereinafter "Brilliant") and Rochelle "Rikki" Spector (hereinafter "Rikki").

WHEREAS, the children of Oscar Brilliant (hereinafter "Oscar") are the partners who control Brilliant Associates and

WHEREAS, Oscar and Rikki have had a long term relationship, and in appreciation of that relationship Brilliant Associates enters into this Agreement, and

WHEREAS, Brilliant owns two (2) condominium units at the Harborview known as 100 Harborview Drive, Unit Nos. 1109 and 2003, Baltimore, Maryland and

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WHEREAS, Oscar and Rikki currently occupy Unit No. 2003 which is a two (2) bedroom condominium.

In consideration of the mutual covenants and conditions contained herein and the relationship between Oscar and Rikki, it is agreed as follows.

1. In the event Oscar predeceases Rikki she shall be permitted to have the right to exclusive use and occupancy of Unit No. 1109 (one bedroom) as well as one (1) parking space, subject to the terms and conditions set forth herein.

2. Rikki shall move into Unit No. 1109 within forty-five (45) days after the death of Oscar, or within fifteen (15) days of Unit No. 1109 being available for

occupancy, whichever shall last occur. Brilliant shall be responsible for payment of Rikki's reasonable moving expenses to relocate to the one bedroom unit, and also be responsible for the cost of repairing and painting the unit prior to Rikki's relocation.

3. The parties hereto agree that all of the furniture in Unit No. 2003 is the sole property of Rikki with the exception of the items which Oscar brought with him when he moved in as well as any of his personal belongings.

4. It is expressly agreed by the parties hereto that Rikki has no ownership interest in Unit Nos. 1109 or 2003.

5. Rikki shall have the right to exclusively use and occupy Unit No. 1109 until her death, remarriage, cohabitation with a non-related member of the opposite sex, cohabitation with a member of her family or in the event she does not occupy the premises for ninety (90) consecutive days. In the event any of these should occur, Rikki's use and occupancy of Unit No. 1109 shall terminate and she shall within sixty (60) days remove all of her belongings from the Unit and turn over any keys and alarm codes to Brilliant.

6. During the term of Rikki's use and occupancy of Unit No. 1109 Brilliant shall be solely responsible for payment of all reasonable expenses related to the use of the Unit. These expenses shall include but not be limited to condo fees, insurance, real estate taxes, gas and electric, cable television, water and sewer, any metropolitan charges, repairs and maintenance. Provided, however, that Rikki shall be solely responsible for the telephone bill at the residence.

7. The parties hereto agree that they each shall indemnify and hold harmless the other with regard to their respective obligations as set forth herein.

8. The parties hereto agree that each shall be responsible for his or her own attorney's fees and each hereby releases the other from any obligation to pay any other or further counsel fees on behalf of the other. Provided, however, that in the event of a breach of this Agreement, the breaching party shall be responsible for all counsel fees incurred in enforcing said Agreement.

9. Each party shall at any time and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

10. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

11. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein. The parties agree to record this Agreement in the Land Records for Baltimore City. Brilliant Associates shall be solely responsible for the recording costs.

12. The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

13. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

14. This Agreement may not be assigned by Rikki without the express written permission of Brilliant. Any purported assignment without Brilliant's consent shall be null and void and without effect as to Brilliant.

15. The covenants set forth in this Agreement above shall be construed as a series of separate covenants. If, in any judicial proceeding, a Court of competent jurisdiction shall refuse to enforce any of the separate covenants deemed included in this Agreement, the parties hereto agree to continue to be bound by same.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the date first above-written.

ATTEST:

Brilliant Associates, LLC

Kelly D. Rhue

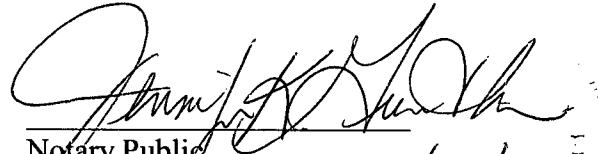
By: Robert Brilliant (SEAL)
Robert Brilliant
Managing General Partner

Rochelle Rikki Spector (SEAL)
Rochelle "Rikki" Spector

State of Maryland :
City of :

On this the ^{30th} day of ~~JANUARY~~ 2007, before me, a Notary Public, in the jurisdiction aforesaid, the undersigned Officer, personally appeared Rochelle "Rikki" Spector, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that she executed the same in my presence for the purposes therein contained.

I hereunto set my hand and official seal.


Notary Public
My commission expires 10/25/2008

State of Maryland :
County of Anne Arundel :

On this the ^{20th} day of ~~February~~ 2007, before me, a Notary Public, in the jurisdiction aforesaid, the undersigned Officer, personally appeared Robert Brilliant, Managing ~~General~~ ^{Member} ~~Partner~~ of Brilliant Associates, a Maryland ~~Partnership~~ ^{limited liability company}, known to me (satisfactorily proven) to be the person whose name is subscribed to the within agreement, and acknowledge that he executed the same in my presence for the purposes therein contained.

I hereunto set my hand and official seal.

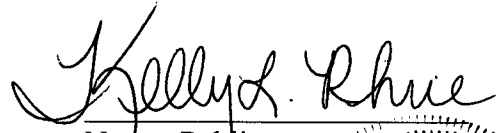
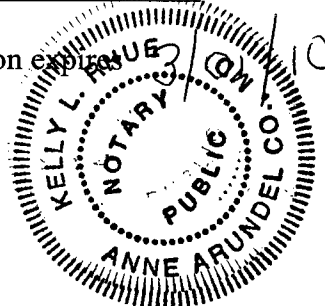

Notary Public
My commission expires 3/10/10


EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Unit No. 1109 in the 100 HARBORVIEW DRIVE CONDOMINIUM, as shown on the Condominium Plan entitled, "Amended 100 HARBORVIEW DRIVE CONDOMINIUM", which Plan is recorded among the Land Records of Baltimore City, Maryland, as Condominium Plan No. 395 consisting of three [3] sheets.

SEE ALSO Condominium Plan entitled, "100 HARBORVIEW DRIVE CONDOMINIUM", which Plan is recorded among the Land Records of Baltimore City, Maryland, as Condominium Plan No. 318 consisting of fifteen [15] sheets, and more particularly sheets numbered 1 of 15 and 7 of 15.

BEING part of the property which by Deed dated November 9, 1993, and recorded among the Land Records of Baltimore City, State of Maryland, in Liber 3957, folio 336, was granted and conveyed by Harborview Limited Partnership No. 7 unto the Grantor herein.

BEING one of those Condominium Units mentioned in the Declaration establishing a horizontal property regime to be known as 100 Harborview Drive Condominium [the "DECLARATION"], dated November 9, 1993, and recorded among the Land Records of Baltimore City, Maryland, in Liber SEB No. 3957, folio 339 and amended from time to time as duly recorded among the Land Records aforesaid.

TOGETHER WITH an undivided percentage interest in the common elements and the common expenses as more fully set forth in the DECLARATION.

SUBJECT TO AND TOGETHER WITH the benefit of the DECLARATION and the BY-LAWS of 100 Harborview Drive Condominium attached hereto, and further, subject to all rights, easements, restrictions, covenants and reservations contained in or referred to in the DECLARATION and the BY-LAWS as if the same were recited and stipulated at length herein, and the Grantee, by acceptance of this Deed, hereby assumes and agrees to be bound by the covenants and provisions of the DECLARATION and BY-LAWS, as if the same had been fully set forth herein, including, but not limited to the obligation to pay the assessments as described in the DECLARATION and BY-LAWS.

SUBJECT TO AND TOGETHER WITH the terms, provisions and conditions set forth in that Declaration of Covenants, Conditions and Restrictions for Harborview Marina and Yacht Club Community Association, Inc., dated November 9, 1993, and recorded among the Land Records of Baltimore City, Maryland in Liber SEB No. 3957, folio 400, and as amended from time to time as duly recorded among the aforesaid Land Records including the obligation to pay assessments to Harborview Marina and Yacht Club Community Association, Inc. as more fully set forth therein.

JMR 9330 FMC 287

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RECEIVED FOR RECORD
CIRCUIT COURT FOR
BALTIMORE CITY
2007 APR 20 PM 12:19

TWP FD SURGE \$	29.00
RECORDING FEE	28.00
TOTAL	49.00
REF# 1002	RCF# 73984
FMC NJ	DL# 3392
APR 20, 2007	12:15 PM