

Chicago Title Insurance Company  
Will Call  
File Number

MEMORANDUM OF AGREEMENT

COMMONWEALTH OF PENNSYLVANIA §

COUNTY OF ALLEGHENY §

This Memorandum of Agreement (the "Agreement") dated this 18<sup>th</sup> day of December 2012,  
BETWEEN:

**RIVERBEND MANSION, LLC, A LIMITED LIABILITY COMPANY, REGISTERED IN  
THE STATE OF MARYLAND**

Grantor,

AND

**TEAKWOOD PROPERTY COMPANY, A TEXAS CORPORATION, TRUSTEE  
AND/OR ASSIGNS,**

Grantee.

1. Grantor and Grantee have executed a Contract of Sale (the "Contract") which is being held in escrow with Chicago Title Company (the "Title Company"), 2001 Bryan Street, Suite 1700, Dallas, TX 75201.

2. The said Grantor, in consideration of the sum of Ten (\$10.00) DOLLARS, to them paid by the said Grantee and the consideration, covenants and obligations set forth in the Contract, does grant, bargain, sell and convey unto the said Grantee, its successors and assigns, in and to the following property (the "Property"):

ALL that certain tract of land situate in the BOROUGH OF MUNHALL, FORMERLY TOWNSHIP OF MIFFLIN, ALLEGHENY COUNTY, PENNSYLVANIA, and being Lot No. 201 of the Hardin Commons Plat of Subdivision, Phase 2, as recorded in the Recorders Office of Allegheny County in Plan Book Volume 214, page 138. BEING designated Block 179 R, Lot 100 in the Deed Registry Office of Allegheny County. BEING part of the same property conveyed to Hardin Place, Inc. by deed of Dorothy Hays, unmarried, dated September 27, 1995, and recorded in the Recorder's Office of Allegheny County in Deed Book 9645, page 112.

3. The Property contains approximately 23,522 square feet, which will be defined by a survey attached hereto and made a part hereof as Exhibit "A" together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, including any right, title and interest to Grantor in and to adjacent streets, alleys, or rights-of-way.

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4. Grantor and Grantee have agreed upon a closing date of June 11, 2013.

5. Grantee has, at all times shall have the exclusive right to acquire the Property free and clear of all encumbrances, liens and other matters affecting title to the Property, except for the Permitted Exceptions set forth in the Contract.


6. This Agreement shall (a) be prior and superior to, and shall preclude and preempt any claims, encumbrances, liens and other matters from being recorded against and affecting title to the Property after the date hereof and (b) give Grantee the right to foreclose on the Property prior to, in connection with or subsequent to its acquisition of the Property.

7. Grantor shall warrant and defend Grantee's rights in the Contract therein and against every person claiming or to claim any interest in the Property superior to the rights of Grantee set forth in the Contract or herein.

8. This Agreement may be executed in multiple counterparts, and each counterpart when fully executed and delivered will constitute an original instrument, and all such multiple counterparts will constitute but one and the same instrument. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. This Agreement constitutes and contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto and supersedes and replaces all prior negotiations, agreements and proposed agreement(s), whether written or oral. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Grantor and Grantee represent and warrant that they and the signatories purporting to sign on their behalves have the power and authority to execute and deliver this Amendment and by their execution hereof are legally bound to abide by the terms and conditions hereof. This Agreement is governed by, and must be interpreted under, the internal laws of the Commonwealth of Pennsylvania.

**WITNESS**, the hands and seals of the said Grantor and Grantee:

\_\_\_\_\_  
Mark Draper  
Riverbend Mansion, LLC  
717 Fletcher Place  
Rockville, MD 20851

  
James M. Deibel  
Teakwood Property Company  
16250 Knoll Trail Drive, Suite 102  
Dallas, TX 75248

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James M. Deibel  
Teakwood Property Company  
16250 Knoll Trail Drive, Suite 102  
Dallas, TX 75248

STATE OF MARYLAND §

COUNTY OF MONTGOMERY §

~~BEFORE ME, the undersigned, a NOTARY PUBLIC, on this day each personally appeared Mark Draper, Member of Riverbend Mansion, LLC, a limited liability company, registered in the State of Maryland, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said limited liability company, and that (s)he executed the same as the act of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.~~

~~GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of December, 2012~~

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

My commission expires \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF DALLAS §

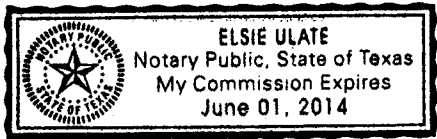
BEFORE ME, the undersigned, a NOTARY PUBLIC, on this day each personally appeared James M. Deibel, President of Teakwood Property Company, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that (s)he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of December, 2012

Elsie Ulate  
\_\_\_\_\_  
Notary Public

Name: Elsie Ulate

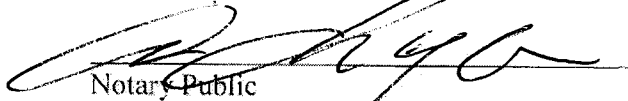
My commission expires June 1, 2014



STATE OF MARYLAND §  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned, a NOTARY PUBLIC, on this day each personally appeared Mark Draper, Member of Riverbend Mansion, LLC, a limited liability company, registered in the State of Maryland, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said limited liability company, and that (s)he executed the same as the act of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of December, 2012

  
Notary Public

Name: Ai Chin Lin

My commission expires November 2, 2015  
**Ai Chin Y Lin**  
Notary Public, Montgomery County, MD  
My Commission Expires  
November 2, 2015

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a NOTARY PUBLIC, on this day each personally appeared James M. Deibel, President of Teakwood Property Company, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that (s)he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of December, 2012

  
Notary Public

Name: Elsie Ulate

My commission expires June 1, 2014

