

6

TERMINATION OF MEMORANDUM OF AGREEMENT

COMMONWEALTH OF PENNSYLVANIA §

COUNTY OF ALLEGHENY §

This Termination of Memorandum of Agreement (the "Termination Agreement") is effective as of this 7th day of October, 2014,

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,

AND

**THE ABRAHAM HAYS FOUNDATION, INC., PENNSYLVANIA
CORPORATION, REGISTERED IN THE COMMONWEALTH OF
PENNSYLVANIA,**

Assignee.

1. Grantor and Grantee have heretofore entered into that certain MEMORANDUM OF AGREEMENT (the "Memorandum"), dated December 18, 2012, as recorded in Recorder's Office of Allegheny County, Pennsylvania in Deed Book 15106, page 145.
2. Grantor and Grantee have heretofore executed a Contract of Sale (the "Contract") which is being held in escrow with Chicago Title Insurance Company (the "Title Company"), Two Gateway Center, 19th Floor, 603 Stanwix Street, Pittsburgh, PA 15222.

**Chicago Title Insurance Company
Will Call
File Number**

Borough of Marshall

121279P.T

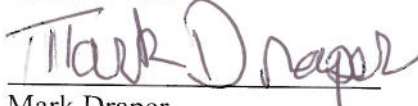
3. The Contract, as amended, was heretofore assigned by Grantee to Assignee on April 5, 2013 all of its rights under the Contract in and to the following property (the "Property"):

ALL that certain tract of land situate in the BOROUGH OF MUNHALL, FORMER 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, Pennsylvania. BEING part of the same property conveyed to Hardin Place, Inc, by deed of Dorothy Hays, unmarried, dated September 17, 1995, and recorded in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book 9645, page 112.

4. Grantor and Assignee hereby agree to terminate the Memorandum effective as of the date hereof.
5. This Agreement may be executed in multiple counterparts, and each counterpart when fully executed and delivered will constitute and original instrument, and all such multiple counterparts will constitute but one and the same instrument. A facsimile or electronic mail transmission shall be binding upon 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, Grantee and Assignee represent and warrant that they and the signatories purporting to sign on their behalves have the power and authority to execute and deliver this Agreement 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.

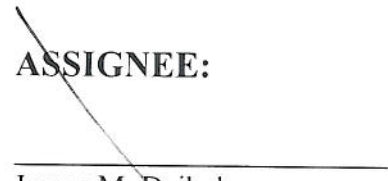
WITNESS, the hands and seals of the said Grantor, Grantee and Assignee:

GRANTOR:



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

ASSIGNEE:



James M. Deibel
The Abraham Hays Foundation, Inc.
16250 Knoll Trail Drive, Suite 102
Dallas, Texas 75248

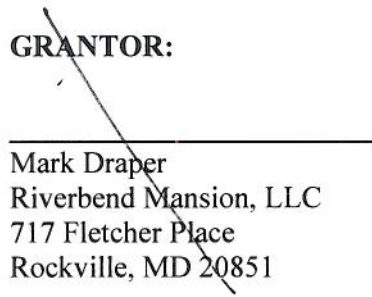
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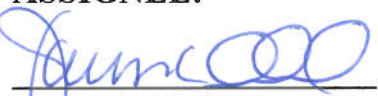
WITNESS, the hands and seals of the said Grantor, Grantee and Assignee:

GRANTOR:



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

ASSIGNEE:



James M. Deibel
The Abraham Hays Foundation, Inc.
16250 Knoll Trail Drive, Suite 102
Dallas, Texas 75248

GRANTEE:

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

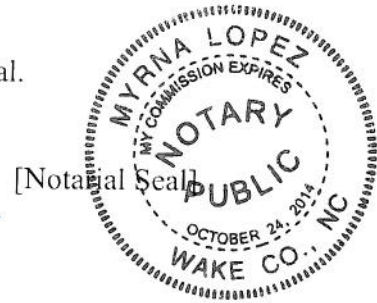
STATE OF MARYLAND §
§
COUNTY OF MONTGOMERY §

On this the 17th day of October 2014, before me the undersigned member, personally appeared Mark Draper, who acknowledged himself to be a Member of Riverbend Mansion, L.L.C., a Maryland limited liability company, and that as such she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as resident agent.

In Witness Whereof I hereunto set my hand and official seal.

[Signature]

Notary Public, State of Maryland North Carolina



STATE OF TEXAS §
§
COUNTY OF DALLAS §


On this the _____ day of _____ 2014, before me the undersigned member, personally appeared James M. Deibel, who acknowledged himself to be President of The Abraham Hays Foundation, Inc., a Pennsylvania corporation, and that as such he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as member.

In Witness Whereof I hereunto set my hand and official seal.

Notary Public, State of Texas

[Notarial Seal]

GRANTEE:



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

STATE OF MARYLAND §
§
COUNTY OF MONTGOMERY §

On this the _____ day of _____ 2014, before me the undersigned member, personally appeared Mark Draper, who acknowledged himself to be a Member of Riverbend Mansion, L.L.C., a Maryland limited liability company, and that as such she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as resident agent.

In Witness Whereof I hereunto set my hand and official seal.

Notary Public, State of Maryland

[Notarial Seal]

STATE OF TEXAS §
§
COUNTY OF DALLAS §

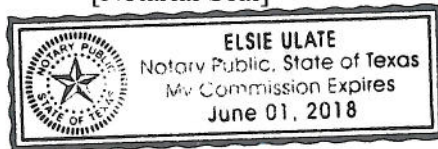
On this the 7 day of October 2014, before me the undersigned member, personally appeared James M. Deibel, who acknowledged himself to be President of The Abraham Hays Foundation, Inc., a Pennsylvania corporation, and that as such he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as member.

In Witness Whereof I hereunto set my hand and official seal.



Notary Public, State of Texas

[Notarial Seal]



STATE OF TEXAS

§
§
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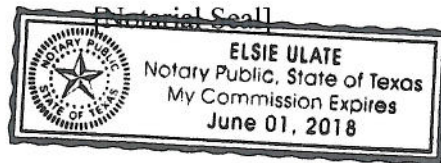
COUNTY OF DALLAS

On this the 7 day of October 2014, before me the undersigned member, personally appeared James M. Deibel, who acknowledged himself to be President of Teakwood Property Company, a Texas corporation, and that as such he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as member.

In Witness Whereof I hereunto set my hand and official seal.

Elsie Ulate

Notary Public, State of Texas





60 2014 00030591

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2014-30591

BK-DE VL-15779 PG-582

Recorded On: October 28, 2014 As-Deed Agreement

Parties: TEAKWOOD PROPERTY CO TRSTE

To RIVERBEND MANSION L L C

of Pages: 7

Comment: TERM MEMO AGRT

***** THIS IS NOT A BILL *****

Deed Agreement 162.00
0
0
Total: 162.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No		
NOT A DEED OF TRANSFER		EXEMPT
Value		0.00

Certified On/By-> 10-28-2014 / B K
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2014-30591
Receipt Number: 2748776
Recorded Date/Time: October 28, 2014 01:29:28P
Book-Vol/Pg: BK-DE VL-15779 PG-582
User / Station: A Matthews - Cash Super 04

CHICAGO TITLE INS CO
WILL CALL
PITTSBURGH PA 15219



Jerry Tyskiewicz
Jerry Tyskiewicz, Acting Manager
Rich Fitzgerald, County Executive