

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Baltimore Division)

IN RE: \*  
Allen L. Tyler, and \*  
Charrie L. Tyler, \* Case No. 15-25289  
\* Chapter 11  
Debtors/Debtors-in-Possession \*  
\*

\* \* \* \* \*

MOTION FOR AUTHORITY TO SELL  
PROPERTY OF THE ESTATE  
(1/3<sup>rd</sup> interest in realty and business at  
515 Leonards Lane, Cambridge, MD)

NOW COME Allen L. Tyler and Charrie L. Tyler, Debtors and Debtors-in-Possession in the above-referenced case, (the “Debtors”), by and undersigned counsel who move this Court, pursuant to 11 U.S.C. § 363(b)(1), to authorize the sale of the Debtor husband’s 1/3 interest in commercial realty located at 515 Leonards Lane, Cambridge, Dorchester County, Maryland, together with Debtor husband’s 1/3 interest in the going concern known as the Bay Country Racquet Club, (hereinafter jointly referred to as the “Property,”) for \$95,000.00, less costs as defined herein, and in support hereof state as follows:

**Jurisdiction and Venue**

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and § 363 of the Bankruptcy Code. This Motion consists of a core proceeding within the meaning of 28 U.S.C. § 157.
2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory predicates for relief sought herein include 11 U.S.C. §§ 363(b)(1), Fed. R. Bankr. P. 2002 and 6004, and Md. L.B.R. 6004-1.

### **History and Background**

4. On November 3, 2015, (“date of petition”), the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, (“this Case”). No trustee, examiner, receiver, or committee of creditors has been appointed in this case. The Debtors continue to own and manage their property and to conduct their affairs since the date of petition as Debtors-in-Possession.

5. As set forth in the Debtors’ schedules, the Debtor husband is 1/3<sup>rd</sup> owner as a tenant-in-common of commercial realty located at 515 Leonards Lane, Cambridge, Maryland, (“Realty”), as well as owner of 1/3<sup>rd</sup> partnership interest in the enterprise known as “The Bay Country Racquet Club,” (“Tennis Club”), which operates on and in the Realty, (jointly referred to as “the Property”).

### **Scheduled Value and Encumbrances**

6. The Debtors obtained appraisals of the Property pre-petition for the purposes of scheduling values. The appraised value of the Realty as of August 9, 2015 was \$865,000.00, establishing the value of Debtor husband’s 1/3<sup>rd</sup> interest at \$288,333.00. A copy of the Realty appraisal is attached hereto as Exhibit A and incorporated herein by reference. The appraised value of the Tennis Club made on September 3, 2015 was \$16,758, establishing the value of Debtor husband’s 1/3<sup>rd</sup> interest at \$5,586.00. The Tennis Club appraisal is attached hereto as Exhibit B and incorporated herein by reference.

7. As such, the combined scheduled value of the Property is \$881,758.00, the combined scheduled value of Debtor husband’s 1/3<sup>rd</sup> interest in the Property is \$293,919.00.

8. The Property has no liens or encumbrances.

**Marketing and Current Offer**

9. Upon Debtors' Application to Employ Ray Stevens, ("Mr. Stevens"), this Court issued an Order on November 25, 2015 approving Mr. Stevens' employment as a Real Estate Sales Professional for the express purpose of marketing and selling the Property. (ECF #20).

10. Mr. Stevens has been marketing the Property for during the course of his employment in this case, which spans more than eighteen months, which marketing is summarized as follows:

- a. The Property was actually under a listing agreement pre-petition on October 26, 2015. Mr. Stevens agreed to start the list price at \$715,000.00 upon his opinion that the Debtors' appraised values were too high. The listing agreement is attached and incorporated herein as Exhibit C and incorporated herein by reference.
- b. Over the course of several months Mr. Stevens contacted and made presentations to the several potential buyers in an effort to make a sale, including the City of Cambridge, Dorchester County, the Dorchester YMCA, and Dorchester Parks and Recreation, the Dorchester County School Board, and the Cambridge Department of Public Works. Mr. Stevens made presentations to three church groups, and the nursing home which is an adjacent property owner. None of the organizations or entities had or could raise the money necessary to fund a purchase.
- c. Mr. Stevens met with at least two potential individual buyers, who each had the same problem funding a purchase.
- d. Marketing efforts that started in November 2015 and continue through the date of this motion include exhibiting the Property on various internet websites, including

bensonandmangold.com, oxfordmdrealestate.com, zillow.com, redfin.com, realtor.com, and others. Mr. Stevens regularly advertise the Property in the newspapers and in print flyers circulated through the market.

- e. On March 31 2016, Mr. Stevens erected a 4' x 8' sign on the Property advertising its sale. That sign has been in place ever since then.
- f. On April 6, 2016, due to lack of interest, Mr. Stevens, in concert with Debtors' counsel and the other owners, agreed to a price reduction program as follows:
  - i. The list price would be immediately reduced 20% to \$572,000.00, and,
  - ii. The list price would be reduced 10% every thirty days until it generated first interest in the Property, and thereafter, with hopes of buyer competition the price could increase until a highest and best offer was received.
- g. There were two subsequent listing price reductions – one to \$515,000.00 and one to \$463,000.00 - the final reduction occurring in June 2016.
- h. On August 5, 2016 the Debtors received the first offer of \$325,000.00, (the first offer), from Warehouse Storage, LLC, ("Warehouse") for all shares of the Property. The Debtors and other owners counter-offered with \$350,000, and a contract of sale for \$350,000 was made on August 16, 2016. Warehouse made the contract contingent upon a study period to determine feasibility of the Property for Warehouse's use. That study period was extended once on September 5, 2016, and on October 14, 2016, Warehouse rescinded its offer because feasibility failed. A copy of Warehouse's offer, the subsequent contract and study period extension are attached hereto in full as Exhibit D and incorporated herein by reference.

- i. On October 26, 2016, the Debtors were offered another contract to buy all shares of the Property for \$300,000.00 submitted by George Obermeier, a retired tennis coach, (“Obermeier”). The Debtors and other owners counter-offered \$325,000.00 and the contract was made the same date. (The “Obermeier Contract”). This offer established value of \$108,333.33 for each 1/3d share of the Property. Obermeier made the contract contingent on both financing and feasibility. The contingency period was extended twice: first to January 15, 2017 and then again to February 15, 2-17. That offer failed for lack of financing. A copy of the Obermeier Contract and its extensions are attached hereto in full as Exhibit E and incorporated herein by reference.
- j. Before the Obermeier Contract failed for lack of financing, Obermeier’s putative lender, Provident State Bank obtained a certified appraisal for only the realty on December 9, 2016, which placed the value of the realty at \$325,000.00. A copy of the Provident State Bank Appraisal report is attached hereto in full as Exhibit F and incorporated herein by reference.
- k. Obermeier continued his interest in the Property, and Provident State Bank, remaining a putative lender, obtained another certified appraisal of only the realty on March 23, 2017, which placed the value of the realty at \$330,000. A copy of the second Provident State Bank Appraisal report is attached hereto as Exhibit G and incorporated herein by reference.
- l. After Obermeier’s contract failed, Stevens, Obermeier, the Debtor, and the non-Debtor owners continued to negotiate, the result of which is a new offer, fully executed and received by the Debtors on September 3, 2017, submitted by Eastern

Shore Sports Academy, LLC, (“Academy”, a company owned substantially by Obermeier), to purchase 2/3<sup>rd</sup> of the interest in the Property, (the “Current Contract”). Under the Current Contract, the Debtor and one of the remaining non-debtor owners are to sell their 2/3rds interest to Academy. The remaining 1/3rd interest will stay in the hands of the the other remaining non-debtor owner, who is contributing said share to Academy in exchange for membership interest in Academy. As a practical matter, the Current Contract sells the Property to Academy, for the price of 2/3rds interest. A copy of the Current Contract, with its final addendum is attached hereto as Exhibit H and incorporated herein by reference.

- m. The Current Contract is for \$190,000.00 for 2/3rds interest of the Property., which establishes a value of each share at \$95,000.00 versus the \$108,333.33 of the Obermeier Contract offer.
- n. The final addendum to the Current Contract establishes that Realtor fees in the amount of \$9,750.00 will be paid to the broker of Mr. Stevens out of the proceeds of the sale. There are no other unusual closing costs anticipated.
- o. Counting pre-petition time on the market, this Property has been exposed to potential buyers for more than 22 months.

11. Because the Debtors have since pre-petition times, actively engaged to sell this Property, the Debtors believe that the sale transaction contemplated herein falls within the ordinary course of the estate business under U.S.C. 363(b)(1), however because the largest creditor in the case believes that approval of the court is required, the Debtors seek this Court’s approval.

**Time is of the Essence**

12. DEBTORS INTEND TO FILE A SIMULTANEOUS MOTION TO SHORTEN TIME TO OBJECT AND TO SET THE HEARING DATE BEFORE SEPTEMBER 30, 2017, THE DATE UPON WHICH THE CURRENT OFFER'S CONTINGENCY DEMANDS APPROVAL OF THIS COURT, AND THE NOTICE OF THIS MOTION REFLECTS THE REQUIRED LANGUAGE FOR THAT PURPOSE.

**Argument**

13. 11 U.S.C. § 363(b)(1) provides: "The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate..."

14. It has taken approximately 18 months of marketing to obtain a bona fide offer that appears ripe to close on this unique commercial property and an additional 4 months to secure negotiations and financing for the current offer. An additional hurdle in the sale of this unique property is that all owners are required to approve the contract and in this case all owners of the property have signed the Current Contract and the final addendum, a clear indication that the amount of the offer is fair and equitable.

15. The amount of the offer is less than the scheduled value, however it is clear from the length of time the Property has spent on the market without interest or offers that the present offer amount is for a fair market value. After Realtor fees and estimated settlement costs it is estimated that the Debtors will receive approximately \$88,000.00.

16. This sale will benefit the estate, in that 1/3 of the proceeds (estimated to be approximately \$88,000.00) from the sale will be deposited into the DIP account for the subsequent immediate distribution to the only remaining creditor in this case, DIP Lending I, LLC.

17. This sale will not prejudice or adversely affect any creditor.

18. Therefore, the Debtors move this court to sell the property in accordance with Section 363(b)(1), selling the property for the benefit of the estate.

**Permission to Pay Realtor Fees and Net Proceeds**

19. In addition to the approval of the sale of the property, the Debtors are requesting by this motion the authority to pay all realtors fees as defined in the final addendum. The total commission to be paid is \$9,750.00 of which 50% will be deducted from the Debtors portion of the sale proceeds. (The Debtor husband owns 1/3<sup>rd</sup> interest. The other 1/3<sup>rd</sup> selling interest is owned by two persons who together will pay the other 50%). As well, upon deposit of the net proceeds, the Debtors are requesting by this motion authority to distribute the net proceeds to DIP Lending I, LLC.

20. The Debtors rely upon the content of the Motion and no memorandum of law will be filed.

**WHEREFORE**, the Debtors' pray that this Court enter an order:

- a. Authorizing the sale of Debtors' interest in the commercial realty and business known as the "Bay Country Racquet Club" located at 515 Leonards Lane Cambridge, Maryland; and
- b. Approving the payment by the Debtors of realtor fees in accordance with the final addendum in the amount of \$4,875.00; and
- c. Approving 1/3 of the proceeds from the sale after realtor fees and settlement costs be deposited into the DIP account the estate to be released and paid to DIP Lending I, LLC; and



d. Granting the Debtors any other such relief as is just and equitable.

Respectfully submitted,

/s/ George R. Roles

George R. Roles #18371

PO Box 173

Centreville, MD 21617

443-262-8501 office 443-423-1069 Fax

groles@groleslaw.com

*Attorney for the Debtors-in-Possession*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 12<sup>th</sup> day of September 2017 a copy of the foregoing Motion for Authority to Sell Property of the Estate as well as the Notice of Motion and Proposed Order thereon, filed in the above-captioned matter were mailed, first class, postage prepaid, to the parties listed on the attached matrix unless said party is a registered CM/ECF participant who has consented to electronic notice such that a BNC Certificate of Mailing indicates that Notice was electronically mailed to said party:

- **Hugh M. (UST) Bernstein** hugh.m.bernstein@usdoj.gov
- **Shannon Brickell Kreshtool** sbk@weinstocklegal.com, lramsey@weinstocklegal.com
- **Sarah E Meyer** semeyer@tph-law.com
- **Douglas B. Riley** dbriley@tph-law.com
- **US Trustee - Baltimore** USTPRegion04.BA.ECF@USDOJ.GOV

I further certify that this same date service of same was made by US Mail, postage paid, first class, to the parties below, who do not appear on the attached matrix, addressed as follows:

|   |  |  |
|---|--|--|
| Seth B. McCormick, Esq.<br>Brown McCormick, LLC<br>5315 N. Clark St., Suite<br>601Chicago, IL 60640 | Jeffrey D. Sternklar, Esq.<br>26 <sup>th</sup> Floor<br>225 Franklin St.<br>Boston, MA 02110 |  |
|---|--|--|

/s/ George R. Roles

George R. Roles #18371

# Benson and Mangold Commercial

## Exclusive Right to Sell Real Estate Listing Agreement

Date

Benson & Mangold Commercial, AGENT, is hereby granted the exclusive right to sell or exchange the Real Property known as (the "Property") more fully described in the land records of DORCHESTER County in Liber 01273, Folio 00079 (Address: 515 LEONARD'S LANE, CAMBRIDGE, MD 21613) for the sum of \$ 715,000.00 Dollars (\$ .00) or such other price as the undersigned owners ("Owners") shall agree upon.

The Owner hereby employs the Agent with the "Exclusive Right to Sell" the Property for a term of twelve months commencing on the date hereinabove. Thereafter, this Agreement shall be automatically extended from month to month unless terminated by either party in writing upon Thirty (30) days prior written notice thereto by either party.

The undersigned Seller(s) agrees to pay Agent the Brokerage Fee as provided herein for services rendered if during the term of this Agreement, or any extension thereof (1) Agent procures a buyer for the Property at the listing price, or at such other price and terms agreed upon in writing between the Seller(s) and Agent; or (2) Seller shall execute a written agreement to sell, exchange, convey or transfer said Property to any Buyer whether such Buyer shall have been procured by Agent, by Seller or by any other means. The undersigned Seller(s) further agrees to pay Agent the Brokerage Fee if, during the period of one year (1 year) following the expiration or termination of this Agreement, Seller shall enter into a written agreement to sell, exchange, convey or transfer said Property to any Protected Buyer meaning any prospective Buyer who, with the knowledge of the Seller or any agent of Seller, inspected or made inquiry about the Property or negotiated to purchase or exchange said Property during the term of this Agreement or any extension thereof whether such Protected Buyer shall have been procured by Seller, any licensed real estate person or by any other means. Notwithstanding the foregoing, the Seller shall have no obligation to pay said Brokerage Fee if the Property is sold or exchanged to any buyer other than a Protected Buyer by any other licensed real estate broker following the expiration of this Agreement, or any extension thereof, or following the termination of this Agreement as herein provided, unless such termination by Seller shall have been made for the purpose of avoiding the obligation of Seller to pay said Brokerage Fee to Agent. ~~The Brokerage Fee shall be earned and due and payable when a Buyer is produced who is ready, willing and able to purchase on the terms herein provided, or any modification approved by Seller(s). Any sum due Agent hereunder shall be a charge against the Property and will be paid at settlement. However,~~ Seller(s) hereby acknowledges and agrees that settlement on the Property shall ~~be~~ be a condition precedent to the Seller(s) obligation to pay a Brokerage Fee to Agent when earned as herein described. In the event of the sale of the Property, the Brokerage Fee shall be SIX Percent (6%) of the sales price or of the listing price in the case of either an exchange of the Property or any other transaction of any kind involving this Property. The amount of Agent's compensation is not prescribed by Law or established by any membership organization with which the Agent is affiliated.

Seller(s) warrants that the information on this Agreement and the accompanying Data Form which is made a part hereof, is true and correct to the best of his/her/their knowledge and belief, and may be used as a basis for presenting the Property to prospective Buyers. Seller is obligated to inform Agent of any material changes in the information contained herein and on the accompanying Data Form. Seller(s) shall indemnify and hold Agent, and subagents, buyer's Agents, and any Multiple Listing Service harmless from any claim, damages, judgments, and costs, expressly including reasonable attorney's fees, arising out of or occurring incident to any mistake, exaggeration, omission or inaccuracy of said information. The accompanying descriptive information and/or Data Form is considered a part hereof and, though believed accurate is not guaranteed by Agent. Agent will furnish a copy of this Agreement to Seller(s). Seller(s) hereby agrees to conduct all negotiations pertaining to the sale of the Property through the Agent and to cooperate with the Agent fully in the Agent's efforts to sell the Property. Seller(s) further understand and agrees that he/she/they is/are the owner(s) and/or has the authority to sign this Agreement. This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by their written consent. This Agreement shall survive execution and delivery of the Agreement of Sale and closing documents and shall not be merged therein.

Initial

Seller(s) further covenants and agrees that the terms and conditions of this Agreement shall prevail over any provision of an Agreement of Sale executed by Seller(s) for the Sale of the Property, unless this Agreement is amended, in writing, by the parties to this Agreement. Seller(s) agrees to sign a deed for the Property at settlement. In the event Agent prevails in a legal action against Seller(s) to collect all or any part of the commission due Agent under the provisions hereof, Seller(s) shall indemnify Agent for all costs and expenses, including, but not limited to reasonable attorney's fees which Agent shall incur in attempting to collect said commission. Seller(s) specifically agrees that in the event Seller(s) files any administrative or quasi-administrative action or complaint with a local Association of REALTORS or the Maryland Real Estate Commission, or files any legal action or complaint arising out of or in any manner related to or connected with Agent's performance, or the performance of licensee(s), salesperson(s) and/or agents affiliated with Agent, under this Agreement, and fails to obtains an award of monetary damages or an adjudication that the Agent, or a licensee(s) salesperson(s) and/or agent(s) affiliated with Agent, has violated a legal duty owed Seller(s) or a provision of an applicable statute or regulation, Seller(s) shall indemnify Agent, or licensee(s), salesperson(s) and/or agent(s) affiliated with Agent, as the case may be, in responding to or defending against said action or complaint, including, but not limited to, reasonable attorney's fees.

The undersigned Owner(s) further agree(s) that Agent may cooperate with brokers engaged exclusively to represent the interests of potential purchaser of the Property ("Buyer's Agent") and authorize(s) and consent(s) to cooperative efforts and the exchange of information and assistance by and between Agent and Buyer's Agent to promote the sale of the Property.

The Agent shall not be responsible for the care of the physical condition of the Property involved under this Agreement. The Property is offered without respect to race, color, sex, religion, national origin, familial status, mental or physical handicap, age or marital status.

If a deposit made on any contract of the sale is forfeited to Owner or if all or part of the deposit shall received by the Owner as a settlement made by and between the Owner and Purchaser, the Brokerage Fee for Agent services shall be one-half (1/2) of the amount forfeited or one-half of the amount received as a settlement which ever is greater, but in no event to exceed an amount equal to the full Brokerage Fee specified herein. This provision, however, shall not bar the Agent's right to the balance of the Brokerage Fee due from the Owner as provided herein.

Owner(s) does <sup>Hox ps</sup> ~~not~~ authorize Agent to place a brokerage "For Sale" sign on the Property. Owner(s) does ~~not~~ authorize Agent to advertise the Property in the Multiple List Service. H

**THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE**

I/We hereby acknowledge receipt of a copy of this Agreement.

Benson & Mangold Commercial \_\_\_\_\_  
Benson & Mangold Commercial Date 10/26/15 Witness

By: Ray Stevens  
Associate Broker

Owner: Allen L. Tyler Date \_\_\_\_\_ Witness \_\_\_\_\_

Owner: Joanna Tieder Marshall Date \_\_\_\_\_ Witness \_\_\_\_\_

Owner Kathleen O. Tieder Date \_\_\_\_\_ Witness \_\_\_\_\_

Initial RF

Owner Terry Robbins Date \_\_\_\_\_ Witness \_\_\_\_\_

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**THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE**

I/We hereby acknowledge receipt of a copy of this Agreement.

Benson & Mangold Commercial \_\_\_\_\_  
Date 10/26/15 Witness \_\_\_\_\_  
By: Raz Stevens  
Associate Broker

Owner: \_\_\_\_\_ Date \_\_\_\_\_ Witness \_\_\_\_\_

Owner: \_\_\_\_\_ Date \_\_\_\_\_ Witness \_\_\_\_\_

Initial RS

Real Property Data Search ( w3)

Guide to searching the database

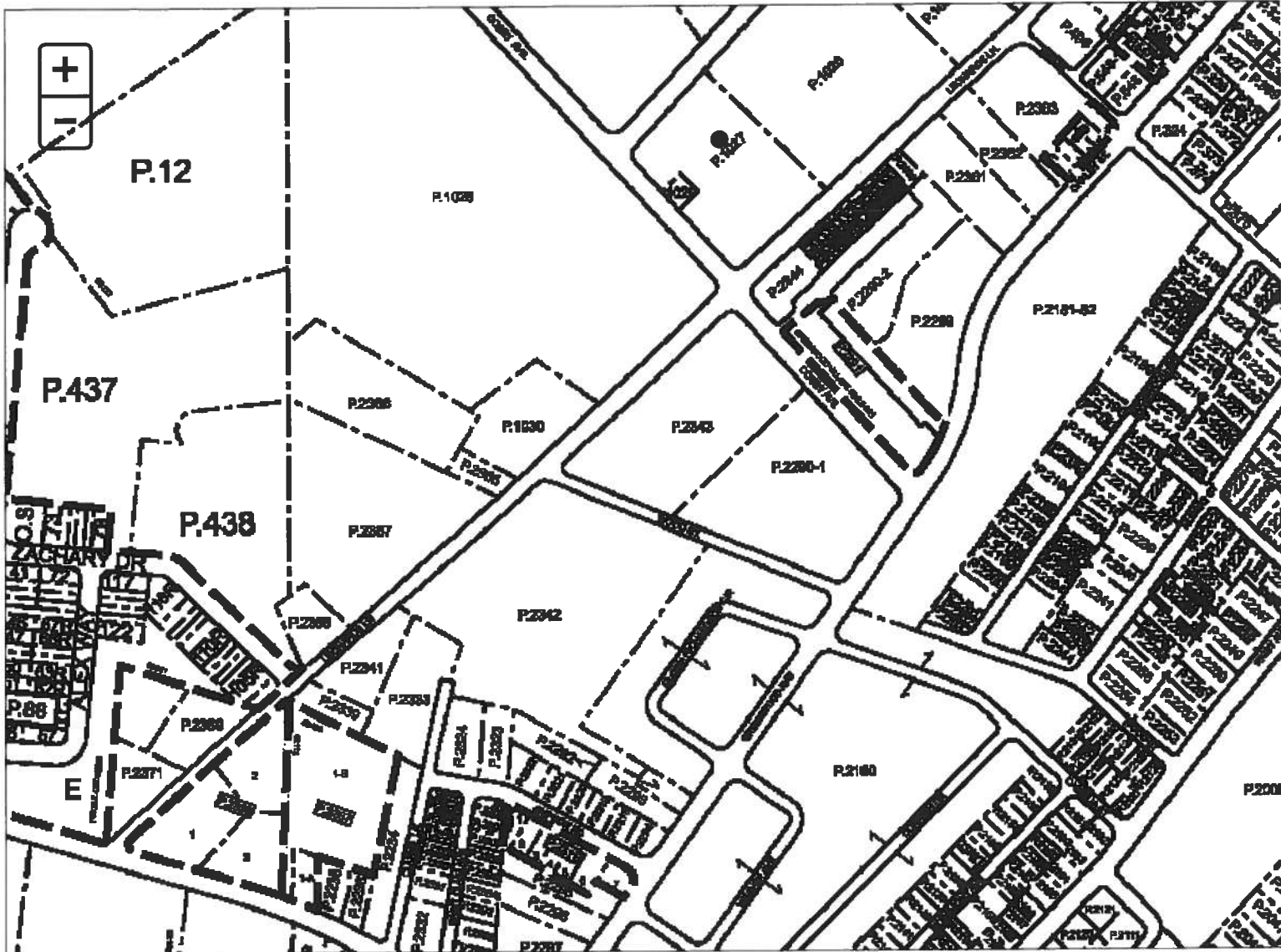
Search Result for DORCHESTER COUNTY

| <a href="#">View Map</a>                            |   | <a href="#">View GroundRent Redemption</a>   |   | <a href="#">View GroundRent Registration</a> |  |  |                              |                         |                 |
|---|---|--|---|--|--|--|------------------------------|-------------------------|-----------------|
| <b>Account Identifier:</b>                          |   | <b>District - 07 Account Number - 179677</b> |   |  |  |  |                              |                         |                 |
| Owner Information                                   |   |  |   |  |  |  |                              |                         |                 |
| <b>Owner Name:</b>                                  | MARSHALL JOANNA TIEDER ETAL<br>TIEDER KATHLEEN O ETAL |  | <b>Use:</b><br>Principal Residence:       | COMMERCIAL NO                                |  |  |                              |                         |                 |
| <b>Mailing Address:</b>                             | 4914 LONGVIEW RD<br>WOOLFORD MD 21677-                |  | <b>Deed Reference:</b>                    | /01273/ 00073                                |  |  |                              |                         |                 |
| Location & Structure Information                    |   |  |   |  |  |  |                              |                         |                 |
| <b>Premises Address:</b>                            |   | W/S LEONARD'S LN<br>CAMBRIDGE 21613-0000     |   | <b>Legal Description:</b>                    | LOT 125,888 SQ. FT.<br>W/S LEONARD'S LANE<br>CAMBRIDGE |  |                              |                         |                 |
| <b>Map:</b>   | <b>Grid:</b>  | <b>Parcel:</b>                               | <b>Sub District:</b>                      | <b>Subdivision:</b>                          | <b>Section:</b>  | <b>Block:</b>                                | <b>Lot:</b>                  | <b>Assessment Year:</b> | <b>Plat No:</b> |
| 0300  | 0019  | 1027   |   | 0000   |  |  |                              | 2014                    | Plat Ref:       |
| <b>Special Tax Areas:</b>                           |   |  | <b>Town:</b><br>Ad Valorem:<br>Tax Class: |  | CAMBRIDGE  |  |                              |                         |                 |
| <b>Primary Structure Built</b>                      |   | <b>Above Grade Enclosed Area</b>             |   | <b>Finished Basement Area</b>                |  | <b>Property Land Area</b>                    |                              | <b>County Use</b>       |                 |
| 1975  |   | 28800  |   |  |  | 125,888 SF                                   |                              |                         |                 |
| <b>Stories</b>                                      | <b>Basement</b>                                       | <b>Type</b>                                  |   | <b>Exterior</b>                              | <b>Full/Half Bath</b>                                  | <b>Garage</b>                                | <b>Last Major Renovation</b> |                         |                 |
|   |   | INDOOR TENNIS FACILITY                       |   |  |  |  |                              |                         |                 |
| Value Information                                   |   |  |   |  |  |  |                              |                         |                 |
|   |   | <b>Base Value</b>                            |   | <b>Value As of 01/01/2014</b>                |  | <b>Phase-in Assessments As of 07/01/2015</b> |                              | <b>As of 07/01/2016</b> |                 |
| <b>Land:</b>  |   | 128,200                                      |   | 128,200                                      |  |  |                              |                         |                 |
| <b>Improvements</b>                                 |   | 531,200                                      |   | 464,700                                      |  |  |                              |                         |                 |
| <b>Total:</b>                                       |   | 659,400                                      |   | 592,900                                      |  | 592,900                                      |                              | 592,900                 |                 |
| <b>Preferential Land:</b>                           |   | 0  |   |  |  |  |                              | 0                       |                 |
| Transfer Information                                |   |  |   |  |  |  |                              |                         |                 |
| <b>Seller:</b> TIEDER JOHN JR ET AL                 |   |  | <b>Date:</b> 06/24/2015                   |  |  | <b>Price:</b> \$0                            |                              |                         |                 |
| <b>Type:</b> NON-ARMS LENGTH OTHER                  |   |  | <b>Deed1:</b> /01273/ 00073               |  |  | <b>Deed2:</b>                                |                              |                         |                 |
| <b>Seller:</b> TIEDER, JOHN JR. ET AL               |   |  | <b>Date:</b> 03/03/2008                   |  |  | <b>Price:</b> \$0                            |                              |                         |                 |
| <b>Type:</b> NON-ARMS LENGTH OTHER                  |   |  | <b>Deed1:</b> MLB /00854/ 00302           |  |  | <b>Deed2:</b>                                |                              |                         |                 |
| <b>Seller:</b>                                      |   |  | <b>Date:</b>                              |  |  | <b>Price:</b>                                |                              |                         |                 |
| <b>Type:</b>  |   |  | <b>Deed1:</b>                             |  |  | <b>Deed2:</b>                                |                              |                         |                 |
| Exemption Information                               |   |  |   |  |  |  |                              |                         |                 |
| <b>Partial Exempt Assessments:</b>                  |   | <b>Class</b>                                 |   | 07/01/2015                                   |  | 07/01/2016                                   |                              |                         |                 |
| <b>County:</b>                                      |   | 000  |   | 0.00   |  |  |                              |                         |                 |
| <b>State:</b>                                       |   | 000  |   | 0.00   |  |  |                              |                         |                 |
| <b>Municipal:</b>                                   |   | 000  |   | 0.00 0.00                                    |  | 0.00 0.00                                    |                              |                         |                 |
| <b>Tax Exempt:</b>                                  |   |  | <b>Special Tax Recapture:</b>             |  |  |  |                              |                         |                 |
| <b>Exempt Class:</b>                                |   |  | NONE                                      |  |  |  |                              |                         |                 |
| Homestead Application Information                   |   |  |   |  |  |  |                              |                         |                 |
| <b>Homestead Application Status: No Application</b> |   |  |   |  |  |  |                              |                         |                 |



Dorchester County

District: **07** Account Number: **179677**



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

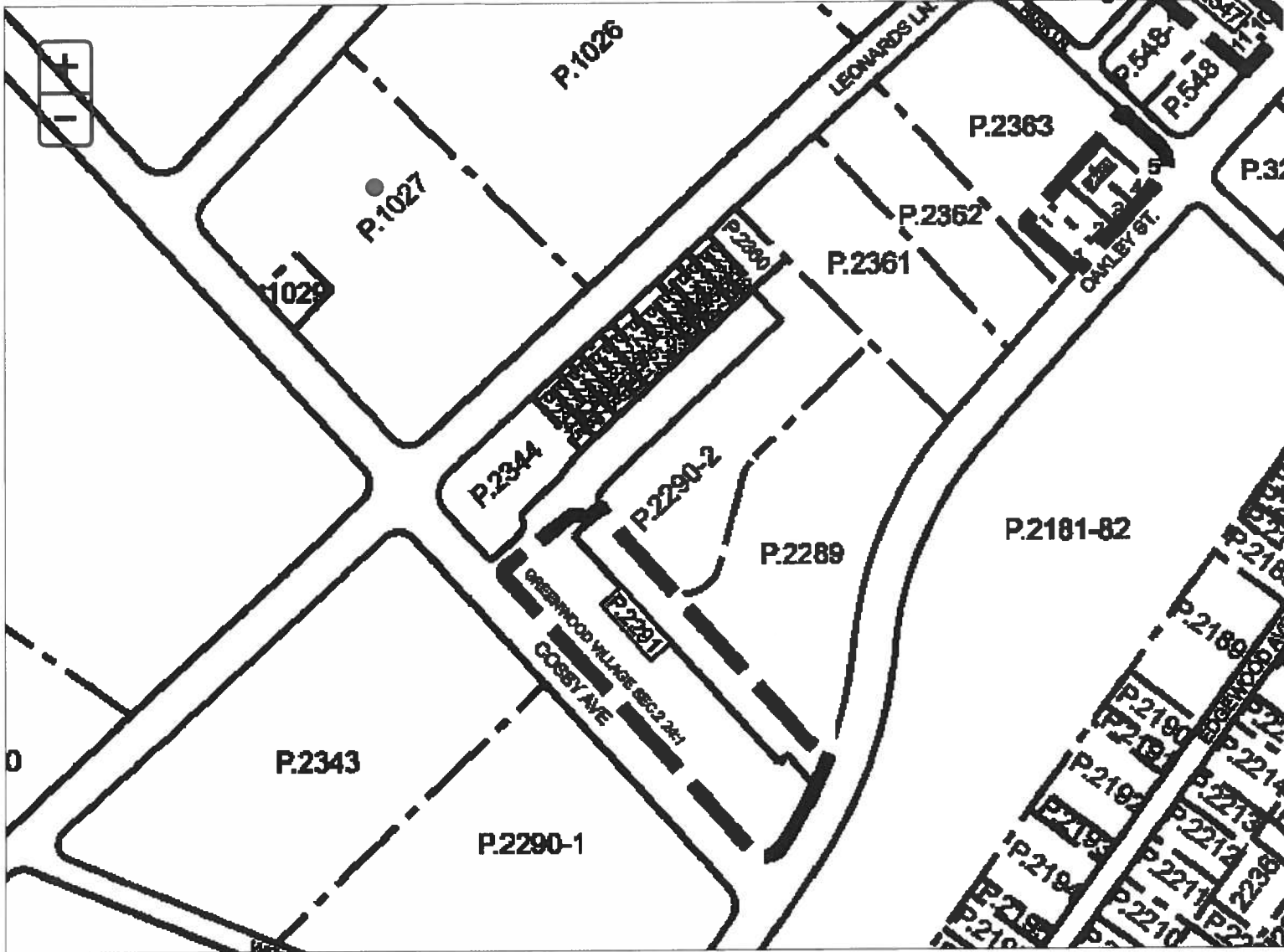
If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at [www.plats.net](http://www.plats.net) (<http://www.plats.net>).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at [www.mdp.state.md.us/OurProducts/OurProducts.shtml](http://www.mdp.state.md.us/OurProducts/OurProducts.shtml) (<http://www.mdp.state.md.us/OurProducts/OurProducts.shtml>).

Dorchester County

District: **07** Account Number: **179677**



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COMMERCIAL REAL ESTATE  
CONTRACT OF SALE

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE. THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF REAL ESTATE LOCATED IN MARYLAND.

This form is designed to be used for the sale and purchase of commercial real estate only and is not designed or intended for any other purpose, unless the appropriate addenda as identified in paragraph 24 are attached hereto and made a part hereof.

**This is a legally binding contract. If not understood, seek competent legal, tax or other advice.**

Brokers:

|   |                                |
|---|--------------------------------|
| Listing Broker: <u>Benson &amp; Mangold</u> | Telephone: <u>410-822-1415</u> |
| Listing Agent: <u>Ray Stevens</u>           | Telephone: <u>410-310-6060</u> |
| Selling Broker: <u>Powell Realtors</u>      | Telephone: <u>410-228-9333</u> |
| Selling Agent: <u>Valerie Brown (68547)</u> | Telephone: <u>410-463-3627</u> |

This Contract of Sale made this 31st day of August, 2017 by and between: Joanna T. Marshall, Kathy O. Tieder, Terry B. Robbins, Allen Tyler

Seller(s) Name: Brohawn & Tieder, General Partnership dba Bay Country Racquet Club

Address: 515 Leonards Lane, Cambridge, MD 21613

Buyer(s) Name: Eastern Shore Sports Academy, LLC by George Obermeier

Address: PO Box 245 Secretary, MD 21664

- Property Description:** Seller does sell to Buyer, and Buyer does purchase the following described real property (The "Property"), in fee simple, and all improvements thereon and all rights and appurtenances thereto:

515 Leonards Lane, Cambridge, MD 21613

Tax ID# 07-179677

Being all or part of that property conveyed to Seller herein by deed recorded among the Land Records in Dorchester County, Maryland in Liber 1273, Folio 73. Included in the purchase price are all permanently attached fixtures and all installed operating smoke detectors.

Seller(s) Initials KOTI Buyer(s) Initials gob

*gm*  
*JBK*  
*A.R.T.*



The purchase price shall also include all trees, shrubbery and plants and the following, AS IF NOW INSTALLED IN OR ON THE PREMISES (except as excluded below by deletion): Central heating, central air conditioning, plumbing, lighting fixtures, screens, storm/insulated windows and doors, and wall-to-wall carpeting. Also included shall be the following: All Interest in and assets of Brohawn & Tieder, General Partnership, d/b/a Bay Country Racquet Club, including, but not limited to all fixtures and furniture to continue operation as a racquet club. Ownership and use of the trade name "Bay Country Racquet Club" The following shall be EXCLUDED from the purchase price and shall remain the personal property of the Seller:

None

2. **Purchase Price:** The purchase price is the sum of: One Hundred Ninety Thousand and 00/100 Dollars (\$ 190,000.00 ).

3. **Payment Terms:** The payment of the purchase price shall be made by Buyer as follows:

a) An initial deposit by way of check in the amount of One Thousand and 00/100 Dollars (\$ 1,000.00 ) at the time of execution of the Contract by Buyer.

b) An additional deposit by way of --- in the amount of --- Dollars (\$ --- ) to be paid by the Buyer within --- calendar days of the execution of this Contract by all parties, and

c) The purchase price less any and all deposits shall be paid in full by Buyer in cash, wired funds, bank checks, or by certified check at the time of settlement.

4. **Method of Payment:**

|  |                                 |
|--|---------------------------------|
| Deposit with Contract:                                     | \$ <u>1,000.00</u>              |
| Additional Deposit:  | \$ <u>0.00</u>                  |
| Mortgage Proceeds:   | \$ <u>80% of purchase price</u> |
| Additional Cash at Settlement<br>(Excluding Closing Costs) | \$ _____                        |
| Total:   | \$ <u>190,000.00</u>            |

5. **Disposition of Deposit:** Buyer hereby authorizes and directs the Listing Broker to hold the initial deposit without negotiation or deposit, until all parties have executed and accepted this Contract. Upon the acceptance by Seller, the designated Broker shall expeditiously cause the initial deposit to be placed in escrow. If Seller does not execute and deliver this Contract, the initial deposit shall be immediately returned to the Buyer. Deposit monies submitted with the Contract shall be held in an FDIC insured escrow account by the designated Broker until settlement. If settlement hereunder is not consummated for any reason, the deposit(s) shall be disbursed in accordance with a properly executed disposition of deposit agreement by Buyer and Seller. If a dispute arises between the parties to the transaction as to the disposition of the deposit, refer to Paragraph 13 of this Contract.

Seller(s) Initials KOT Buyer(s) Initials ABD  
 2 JM  
ABD  
A.P.T.



6. **Financing Contingency:** This Contract is contingent upon the Buyer obtaining a First Mortgage or Deed of Trust ("Mortgage") as follows: Amount to be borrowed \$ 80% of purchase price. Interest rate not greater than 5 %. Period of amortization 20 years. Buyer agrees to pay to the lender, loan origination/loan discount fees not to exceed --- % of the loan amount and Seller agrees to pay loan discount fees not to exceed --- % of the loan amount. Any reduction in the required mortgage points shall be shared by the Seller and Buyer on a basis equal to their respective proportionate share of said fees. Buyer agrees diligently and in good faith to apply for said mortgage within preapproved check calendar days of Seller's acceptance and delivery of this Contract and Buyer agrees, except as otherwise provided herein, to pay all costs in obtaining same. If a written mortgage commitment is not obtained by Buyer, or by Seller, at Seller's option, for Buyer, on or before October 20, 2017 (Commitment Date), Buyer shall notify the Seller or Seller's agent, in writing, on or before said Commitment Date. In such event, unless Seller elects to hold financing at the same terms applied for, and so notifies Buyer within 5 (five) calendar days following receipt of Buyer's notification as to Buyer's inability to obtain financing, this Contract shall be null and void and of no further force and effect, and all deposit monies shall be returned to Buyer upon execution by the parties of a disposition of deposit agreement, and neither party shall thereafter have any further liability hereunder. In the event Buyer shall fail to notify Seller or Seller's agent, in writing, of Buyer's inability to obtain said written mortgage commitment on or before the Commitment Date herein provided, then this financing contingency shall be deemed satisfied and waived by Buyer and Buyer shall remain liable for the full performance of the terms and conditions of the Contract.
  
7. **Buyer Responsibility:** If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or, if this Contract is contingent upon Buyer securing a written commitment for mortgage financing and Buyer fails to apply for such financing within the time period herein specified; fails to pursue financing diligently and in good faith; makes any material misrepresentations in any document relating to the financing; or takes, or fails to take, any action which causes Buyer's disqualification for financing, the Buyer shall be in default hereof and Seller may elect, by written notice to Buyer, to terminate this Contract and/or pursue the remedies as set forth in Paragraph 12 of this Contract.
  
8. **Settlement:** Settlement shall be on December 30, 2017, 20  , or sooner, by mutual agreement between the parties, in Dorchester County, Maryland.
  
9. **Agency:** Seller recognizes the Listing Broker ("Broker") named at the beginning of this Contract as the Broker and the agent negotiating this Contract and agrees to pay Broker a brokerage fee in the amount provided for in the listing contract. The party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay the same to Broker as convenience to Seller and not as a limitation upon Seller's responsibility to pay a brokerage fee. Settlement shall not be a condition precedent to Seller's liability for the brokerage fee.
  
10. **Condition for the Property & Possession:** Unless otherwise agreed in writing, Seller shall retain possession until settlement and agrees to give possession and occupancy at the time of settlement. Seller shall leave the property vacant, free and clear of trash and debris, and broom clean. Seller is responsible for all electrical, heating, air conditioning (if any), plumbing equipment, appliances and smoke detector(s) included in the Contract, to be in working condition at the time of settlement or occupancy, whichever occurs first. Buyer upon reasonable notice to Seller reserves the right to inspect the Property within 5 (five) days prior to settlement or occupancy, whichever occurs first.

Seller(s) Initials ROT Buyer(s) Initials ASD  
 3  
 A.P.T.



Seller shall deliver the Property in substantially the same physical condition as of the date of this Contract. Except as otherwise specified herein, the property is sold "AS IS".

- 11. **Building and/or Environmental Inspection:** If Buyer desires the right to make Buyer's obligations under this Contract contingent upon the results of a building inspection or environmental inspection at Buyer's expense, such contingency must be included in an Addendum attached to this Contract at the time it is signed. Once signed, the terms of this Contract can only be altered by the subsequent written agreement of Seller and Buyer. Buyer declines to request such inspection(s) (unless specified in an Addendum attached hereto) with the understanding that neither the Seller, Brokers, nor their agents are responsible for defects or environmental conditions.

MSD (Buyer to Initial if Buyer DECLINES Inspection)

- 12. **Breach of Contract and Default:** Buyer and Seller are required and agree to make full settlement in accordance with the terms and conditions of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of the Contract, the deposit may be retained by Seller, at the option of the Seller, without prejudice to the rights of the Seller to pursue any other legal or equitable rights. If the deposit is forfeited, or in the event of an award of damages by a court or a settlement agreement between Seller and Buyer, Seller shall pay to Broker one-half the amount of said deposit, award or settlement amount; provided however, that the amount of any payment to the Broker shall not exceed the amount of the Commission originally due to Broker had such default not occurred. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer is entitled to pursue such rights and remedies as may be available, at law or in equity, including without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for reasonable attorney's fees and court costs incurred as a result of the default. Nothing herein contained however, shall prevent the Broker from holding Seller liable for any brokerage fee to which the Broker may be entitled as herein provided.

- 13. **Broker Liability:** Buyer and Seller understand and acknowledge that Broker and any agents, subagents or employees of Broker, are not and were not at any time authorized to make any representations with respect to this Contract or the property other than those expressly set forth herein. In the event of any litigation or dispute between Seller and Buyer concerning disposition of the deposit monies, Broker's sole responsibility may be met, at Broker's option, by paying the deposit monies to the court in which such litigation is pending, or by paying the deposit monies in to the clerk of the court of proper jurisdiction by a Bill of Interpleader. Buyer and Seller agree that upon Broker's payment of the deposit monies into court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the return or disposition of said deposit monies and Buyer and Seller, jointly and severally, shall indemnify and hold the Broker harmless from any and all such rights, claims, demands, or actions. In the event of such dispute and election by the Broker to file a Bill of Interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize the Broker to deduct from the deposit monies all costs incurred by the Broker in the filing and maintenance of such Bill of Interpleader including, but not limited to, filing fees, court costs, service of process fees and attorney's fees, provided that the amount deducted shall not exceed the lesser of \$500.00 (Five Hundred Dollars) or the amount of all deposits held by the Broker.

Seller(s) Initials MSH Buyer(s) Initials MSD

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MSH  
A.T.T.



All such fees and costs authorized herein to be deducted, may be deducted by Broker, from the deposit monies prior to forwarding the balance of the deposit monies to the court. Buyer and Seller further agree and expressly declare that all such fees and costs incurred by the Broker in filing and maintaining the Interpleader action, then Seller and Buyer jointly and severally agree to reimburse the Broker for all such excess costs upon the conclusion of the Interpleader action. In the event that any dispute arises under this Contract between Seller and Buyer resulting in Broker or any agents, subagents or employees of Broker being made a party to any litigation, Seller and Buyer, jointly and severally, agree to indemnify and hold Broker, agents, subagents or employees of Broker harmless from any liability, loss, costs, damages or expenses resulting therefrom (including filing fees, court costs, service of process fees and attorney's fees) as a result thereof, provided that such litigation does not result in a judgment against Broker, agents, subagents, or employees for acting improperly under this Contract.

14. **Termite Clause:** Buyer shall obtain, at Buyer's expense, a certificate from a Maryland licensed pest control company, not later than 30 (thirty) days prior to settlement, certifying that the improvements to the property are free and clear of any visible termites and other wood boring insects. If any infestation or any damage is present, then the improvements, as applicable, shall be treated at Seller's expense, to correct any such infestation and any such damage caused by any present or prior infestation. In the event that the cost of the treatment and /or repairs shall exceed 1% (one percent) of the purchase price, the Seller, at Seller's option and upon written notice to Buyer, made within 5 (five) days of Seller's receipt of the termite inspection report may declare this Contract null and void and of no further legal effect. In such event, Buyer, at Buyer's expense, may elect upon written notice to Seller or Seller's agent, made within 5 (five) days of Buyer's receipt of Seller's notice, to declare this Contract null and void, and provided above, to pay costs of this treatment and/or repairs in excess of 1% (one percent) of the purchase price, and this Contract shall remain in full force and effect. In the event this Contract is terminated as herein provided, all deposit monies paid hereunder shall be promptly returned to the Buyer upon receipt by Broker of a disposition of deposit agreement executed by Seller and Buyer and thereafter the parties shall have no further liability hereunder.
  
15. **Agricultural Land Transfer Tax:** Seller does hereby give notice that the Property described herein is or may become subject to an Agricultural Land Transfer Tax in accordance with the provision of Section 13-301 et seq., Tax Property Article, of the Annotated Code of Maryland. Buyer, unless otherwise provided herein, shall be liable for the payment of such tax and the property conveyed herein may be subject to a lien for the payment of such tax.
  
16. **NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA:** Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction.

Seller(s) Initials Kot! Buyer(s) Initials HO

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*2017*  
*A.P.S.*



**Allegheny, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.**

- 17. **Private Water/Sewage Disposal:** If the Property is improved by a private water supply system as its only source of domestic water and/or by a private sewage disposal system, see the attached Addendum regarding any inspection(s) of said private water or sewage disposal system(s).
- 18. **Risk of Loss and Insurance:** It is understood and agreed that the Seller, after ratification, shall immediately have all of the insurance policies on the Property so endorsed as to protect all parties hereto, as their interest may appear, and Seller shall continue such insurance in force until the time of settlement.
- 19. **Deed:** Upon payment of the unpaid purchase price, a deed for the Property shall be prepared at the Buyer's expense, and executed and delivered by the Seller and to the Buyer upon the payment of the balance of the purchase price and compliance of the Buyer with the terms and conditions of this Contract. The deed, to be delivered to the Buyer herein, shall convey to the Buyer or Buyer's assigns, good and merchantable title in and to the Property, free and clear of all liens and encumbrances, including leases, except such as are herein specified, subject however, to all covenants, restrictions and easements of record, any other easements which may be observed by an inspection of the Property and all laws, ordinances and regulations, if any, applicable to the Property. In the event the Seller is unable to give good and merchantable title or such as can be insured by a Maryland Licensed title company, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defects so as to enable Seller to give good and merchantable title or, with Buyer's consent, if Buyer is willing to accept title without said defect being cured, of paying any special premium on behalf of Buyer to obtain title insurance on the property to benefit of the Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect and the date of settlement shall be extended for a period not to exceed 30 (thirty) days. In the event Seller is unable to cure such title defects within said 30 (thirty) day period or is unable to obtain a policy of title insurance on the Property to the benefit of Buyer by a Maryland licensed title company, Buyer shall have the option of taking such title as Seller can give, or Buyer may terminate this Contract. In the event of such termination by Buyer, Seller shall reimburse Buyer for costs of searching title as may have been incurred by Buyer, not to exceed 1/2 of 1% (One-half of One Percent) of the purchase price and receiving a return of all deposit monies and any interest accruing to the benefit of Buyer paid hereunder. In the latter event, there shall be no further liability or obligation on either of the parties hereto and this Contract shall become null and void and all deposits hereunder shall be returned immediately to Buyer upon execution by the parties of a disposition of deposit agreement.
- 20. **Adjustments and Expenses:** Unless otherwise provided herein, all ground rent, rent water, heating fuels, sewer, general and special taxes and other public charges against the Property, including deferred water and sewer charges, and any association or condominium association fees shall be adjusted and apportioned as of the date of settlement and thereafter paid by Buyer. Buyer agrees to pay current price for amount of heating fuel, if any, as measured just prior to settlement. SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE DIVIDED AND PAID EQUALLY BETWEEN BUYER AND SELLER. UNLESS OTHERWISE AGREED UPON IN

Seller(s) Initials KOH Buyer(s) Initials YCO

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*2017*  
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WRITING, ALL TRANSFER TAXES AND DOCUMENTARY STAMPS REQUIRED BY LAW SHALL BE DIVIDED AND PAID EQUALLY BETWEEN THE BUYER AND SELLER.

- 21. **Notice to Buyer:** BUYER HAS THE RIGHT TO SELECT BUYER'S OWN TITLE INSURANCE COMPANY, TITLE LAWYER, SETTLEMENT COMPANY, ESCROW COMPANY, MORTGAGE LENDER, OR FINANCIAL INSTITUTION AS DEFINED IN THE FINANCIAL INSTITUTIONS ARTICLE, ANNOTATED CODE OF MARYLAND. BUYER ACKNOWLEDGES THAT A SELLER MAY NOT BE PROHIBITED FROM OFFERING OWNER FINANCING AS A CONDITION OF SETTLEMENT.
- 22. **Internal Revenue Service Filing:** Buyer and Seller each agree to cooperate with the person responsible for settlement by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6405 of the IRS code. To the extent permitted by law, any fees incurred as a result of such filing shall be paid by the Seller.
- 23. **Foreign Investment In Real Property Tax Act (FIRPTA):** Section 1445 of the United States Internal Revenue Code of 1986, provides that a transferee (Buyer) of real property located in the United States, must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00), and (b) the transferor (Seller) is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (all those terms are defined by the Internal Revenue Code and applicable regulation) and agrees to execute an affidavit to this effect at the time of settlement.
- 24. **Miscellaneous:** The parties hereto, hereby bind themselves, their respective heirs, personal representatives, successors and assigns, to the complete performance of this Contract. **TIME IS OF THE ESSENCE OF THIS CONTRACT.** The terms and conditions of the Contract shall merge with the deed at the time of delivery of the deed to the Buyer and the term or condition of the Contract shall survive the closing, except as specified otherwise. For the purposes of the Contract the date of the acceptance of the Contract shall be the last date on which Buyer or Seller shall have signed the Contract, as indicated by the last date next to the respective signatures, or initials, of the parties below. This Contract contains the final and entire agreement between the parties and neither they, nor their Agents, shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained in this Contract of Sale. If owner financing is involved in this Contract, Buyer shall not assign the Contract without the prior written consent of the Seller, which consent shall be deemed validly executed and delivered by a party, if a party, executes this Contract and delivers a copy of the executed Contract to the other party by telefax or telecopier transmittal.
- 25. **Addenda:** The addenda which are attached to the Contract and which bear the signatures of all the parties to this Contract, are hereby expressly incorporated by reference and made a part of this Contract and shall be construed to govern over any inconsistent portions of this printed form.

THE PARAGRAPHS NUMBERED 1 THROUGH 25 SET FORTH ABOVE ARE INCORPORATED HEREIN AND MADE A PART HEREOF AND ALL PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND AGREE TO SAID PARAGRAPHS INCLUDING ANY ATTACHED ADDENDA.

Seller(s) Initials 7017 Buyer(s) Initials HSD

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**Notice To Buyer And All Other Parties:** Any person aggrieved in accordance with Title 16, Business Occupations and Professions Article of the Annotated Code of Maryland may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for their actual loss, as proven in an amount not exceeding \$25,000.00 in consideration of any claim. A buyer or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of \$25,000.00 for any claim.

**In Witness Whereof,** the parties hereto have executed and delivered this Contract on the date and year first written herein.

|         |                          |                 |
|---------|--------------------------|-----------------|
| _____   | <u>George E. Desmeis</u> | <u>8-31-17</u>  |
| Witness | Buyer                    | Date            |
| _____   | <u>Janina Marshad</u>    | <u>9/1/17</u>   |
| Witness | <del>Buyer</del> Seller  | Date            |
| _____   | <u>Kathleen D. Zwick</u> | <u>9/1/2017</u> |
| Witness | Seller                   | Date            |
| _____   | <u>Terry B. Robbins</u>  | <u>9/1/2017</u> |
| Witness | Seller                   | Date            |
|         | <u>Allen L. Tyler</u>    | <u>9/1/2017</u> |





Charles C. Powell, Inc. REALTORS  
200 Trenton Street, Cambridge, MD 21613  
410-228-9333/Fax: 410-228-9338

ADDENDUM # to Contract of Sale

DATE: August 31, 2017

DATE OF CONTRACT: August 31, 2017

SELLER: Marshall, Tieder, Robbins, Tyler and Brohawn and Tieder General Partnership DBA Bay Country Racquet Club

BUYER: Eastern Shore Sports Academy, LLC by George Obermeier

PROPERTY: 515 Leonards Lane, Cambridge, MD

The undersigned Seller and Buyer hereby agree to the following:

The Buyer agrees to purchase Tieder, Marshall and Tylers' interest in the LLC for \$190,000.00. Robbins will be a member of the LLC. *Purchase price is for 2/3rds ownership.*

*190*

Tieder, Marshall, and Tyler will pay \$9,750 commission to Benson and Mangold. Powell Realtors to accept compensation from the Buyer.

Any and all membership payments for the 2017-2018 season shall be credited to the Buyer at time of settlement.

This contract is contingent on approval by bankruptcy court to sell Tylers' share by September 30, 2017.

All other items and conditions of this contract remain in full force and effect.

The herein agreement, upon it's execution by both parties, is herewith made an integral part of the aforementioned Contract of Sale.

Witness \_\_\_\_\_ *George S Obermeier 8-31-17*  
Buyer

Witness \_\_\_\_\_ *Kathy O. Tieder*  
Seller

Witness \_\_\_\_\_ *Marshall*  
Seller

*Allen L. Tyler 9-1-17*



**Page Two  
Addendum**

\_\_\_\_\_  
**Witness**

*Terry B. Kobb*  
\_\_\_\_\_  
**Seller**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Seller**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Baltimore Division)

IN RE: \*  
Allen L. Tyler \*  
Charrie L. Tyler, \* Case No. 15-25289  
Debtors \* Chapter 11  
\* \* \* \* \*

NOTICE OF MOTION FOR AUTHORITY TO SELL PROPERTY OF THE ESTATE  
(1/3<sup>rd</sup> interest in realty and business at  
515 Leonards Lane, Cambridge, MD)

All creditors and other interested parties are hereby notified that on September 12, 2017 Debtors Allen L. Tyler and Charrie L. Tyler filed a Motion for Authority to Sell Property for the Estate (1/3<sup>rd</sup> interest in realty and business located at 515 Leonards Lane, Cambridge, Maryland). A copy of the Motion is attached hereto. There is no known relationship between the purchasers and the Debtors or any other parties in interest. The putative buyer is at arms-length. This matter is CURRENTLY scheduled for hearing on October 17, 2017 at 10:00 am U.S. Post Office Bldg., 129 E. Main St., Room 104, Salisbury, MD21801. **THE DEBTORS HAVE ALSO FILED A MOTION TO SHORTEN THE TIME FOR RESPONSE AND FOR AN EXPEDITED HEARING. IF THAT MOTION TO SHORTEN AND EXPEDITE IS GRANTED, THE TIME WITHIN WHICH TO OBJECT AND THE HEARING DATE WILL BE CHANGED AS PROVIDED IN SUCH ORDER.**

Creditors and other interested parties have 21 days from the date of this notice to file an objection to the action in this notice. If wish to file an objection, you or your lawyer must file written objections with the Clerk of the Bankruptcy Court explaining the legal basis for your objection. Objections must be filed **no later than October 3, 2017. THE DEBTORS HAVE ALSO FILED A MOTION TO SHORTEN THE TIME FOR RESPONSE AND FOR AN EXPEDITED HEARING. IF THAT MOTION TO SHORTEN AND EXPEDITE IS GRANTED, THE TIME WITHIN WHICH TO OBJECT AND THE HEARING DATE WILL BE CHANGED AS PROVIDED IN SUCH ORDER.** Objections must be served on Debtors' counsel. The authority requested in the Motion may be authorized without further notice if no timely objection is filed. The Court, in its discretion, may conduct a hearing or determine the matter without a hearing regardless of whether an objection is filed. An objection must state the facts and legal grounds on which the objection is based. Please contact the undersigned with any questions regarding the subject of this notice.

Respectfully,  
/s/ George R. Roles  
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*Attorney for the Debtors*