

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND

*Greenbelt Division*

In re:

First Flight Limited Partnership

Debtor(s)

Case No. 17-18645-TJC  
Chapter 11

**DEBTOR'S EMERGENCY MOTION FOR ORDER (i) AUTHORIZING SALE OF CERTAIN REAL PROPERTY OF THE DEBTOR FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS; (ii) APPROVING SALE AGREEMENT; (iii) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN UNEXPIRED LEASES; AND (iv) GRANTING RELATED RELIEF**

First Flight Limited Partnership, the above-captioned debtor and debtor-in possession ("FFLP" or the "Debtor"), by undersigned counsel, hereby files this Motion for Order (i) Authorizing Sale of Certain Real Property of the Debtor Free and Clear of Liens, Claims, Encumbrances and Other Interests; (ii) Approving Sale Agreement; (iii) Authorizing Assumption and Assignment of Certain Unexpired Leases; and (iv) Granting Related Relief (the "Sale Motion"). In support thereof, the Debtor states as follows:

**JURISDICTION, VENUE AND PROCEDURAL BACKGROUND**

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. On June 25, 2017, (the "Petition Date), the Debtor filed a voluntary petition for relief under chapter 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code").

3. The Debtor continues to manage and operate its business as a Debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. Neither a trustee nor an examiner has been requested or appointed in the case.

4. The statutory predicates for the relief requested herein are sections 363 of the Bankruptcy Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy

Rules”).

### **BACKGROUND**

5. FFLP is a landlord that owns two large industrial buildings in Hagerestown Maryland. Unit 1 is a 250,000 square-foot office building worth approximately \$21,000,000.00. It is encumbered by a lien in favor of WashingtonFirst Bank (“WashingtonFirst”) in the approximate amount of \$4,000,000.00. WashingtonFirst’s loan has not matured. At present time, Unit 1 generates rental income in the amount of \$35,000.00 per month. Unit 1 is not the subject of this motion, and the Debtor intends to retain this building and service its debt to WashingtonFirst. Unit 2 is a 750,000 square-foot building which is adjacent to Unit 1. The Debtor believes that Unit 2 is worth approximately \$28,000,000. Unit 2 is encumbered by a lien in favor of M&T Bank (“M&T” or “M&T Bank”) securing the approximate amount of \$9,900,000.00. At present time, Unit 2 generates rental income in the amount of \$15,000.00 per month. M&T’s loan has matured. M&T Bank has asserted that Unit 2 is worth significantly less than the amount that the Debtor believes Unit 2 is worth. .

6. M&T initiated foreclosure proceedings against the Debtor in the Circuit Court of Maryland for Washington County, Maryland. The Debtor subsequently filed for bankruptcy to stop the foreclosure and then proceeded to explore all manner of refinance and sale options.

7. In the exercise of its business judgment, the Debtor believes that the sale of Unit 2 to First Flight Unit 2 Limited Partnership for a purchase price of \$8,800,000.00 is in the best interest of all parties. To allow the sale to go forward, M&T has agreed to accept a payment from the Debtor in the amount of not less than \$8,800,000.00 on or before 3:00 p.m. on September 29, 2017 in full satisfaction of M&T’s claim against the Debtor—resulting in a discount for the Debtor of over one million dollars. Additionally, the Debtor has agreed to pay all unsecured creditors and

administrative claims in full by October 31, 2017. Therefore, M&T and all other creditors stand to see their claims resolved much earlier than a lengthy sales process or reorganization. Furthermore, all creditors to this case are protected by the substantial equity cushion that remains in Unit 1 — approximately seventeen million dollars.

### **The Real and Personal Property Sold**

8. First Flight Limited Partnership owns certain real property generally known as Unit 2, 41.9086 AC +/-, First Flight Air Park Condominium, Inc., together with an undivided 97% interest in the common elements of the Condominium located 18450 Showalter Rd., Hagerstown, Maryland 21742 (the “Real Property”).

9. The Debtor obtained an appraisal of the Real Property.<sup>1</sup>

a. Appraised Value of Real Property:

1. \$30,500,000.00. Market Value “As if stabilized”
2. \$24,100,000.00. Market Value “As is”

b. Date of Appraisal: August 25, 2017.

c. Name and Address of Appraiser: William C. Harvey, II, 1146 H Walker Road, Great Falls, VA 22066.

### **M&T Bank’s Secured Interest in the Collateral**

11. Prior to the Petition Date, M&T Bank extended a \$9,750,000.00 commercial loan (the “Loan”) to the Debtor, as evidenced by, among other things: (a) a *Term Note*, dated October 11, 2013, executed and delivered by the Debtor to the order of M&T Bank in the original principal amount of \$9,750,000.00 (the “Note”); (b) a *Credit Agreement*, dated October 11, 2013, by and

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<sup>1</sup> The appraisal is available upon request. Interest parties may contact Debtor’s Counsel at: mwf@morganfisherlaw.com or 410-626-6111 for a copy.

between the Debtor and M&T Bank (the “Loan Agreement”); and (c) various other documents. The indebtedness and obligations owed by the Debtor to M&T Bank under a Note and the Loan Agreement are secured by first-priority duly perfected liens and security interests in, to and against certain real property and other assets of the Debtor pursuant to, to the extent provided for in and as more particularly described in the following documents: (i) a Refinance Deed of Trust, Security Agreement and Fixture Filing, dated October 11, 2013, executed by the Debtor for the benefit of M&T Bank, and recorded among the Land Records for Washington County, Maryland (the “Land Records”) in Liber 4651, folio 157 (the “Deed of Trust”); (ii) a Refinance Assignment of Rents and Leases, dated October 11, 2013, executed and delivered by the Debtor in favor of M&T Bank, and recorded among the aforesaid Land Records in Liber 4651, folio 175 (the “Assignment of Leases”); (iii) a General Security Agreement, dated October 11, 2013, executed and delivered by the Debtor in favor of M&T Bank; and (iv) certain UCC-1 Financing Statements from the Debtor in favor of M&T Bank and recorded among the aforesaid Land Records and with the Virginia State Corporation Commission (collectively with the Deed of Trust and the Assignment of Leases, the “Security Documents”). The Real Property is encumbered by a lien in the approximate amount of \$9,874,338.37 in favor of M&T Bank as of July 11, 2017. The Note, Credit Agreement, Security Documents and all other documents evidencing, securing, guarantying or otherwise documenting the Loan are hereafter collectively referred to as the “Loan Documents”.

12. To facilitate and fund a settlement that the Debtor has negotiated with M&T Bank, the Debtor is seeking authority to sell the Real Property to First Flight Unit 2 Limited Partnership or its assignee (“Purchaser”) which is a Virginia partnership owned by the same partners as the Debtor. The Purchaser has secured certain financing to fund its purchase of the Real Property. The sale proposed by the Debtor is to an “Insider” as that term is defined in 11 U.S.C. § 101(31).The

Purchaser has agreed to take the property subject to the Debtor's (nominal) non-insider claims. Furthermore, the Debtor has agreed to satisfy all unsecured claims by October 31, 2017. Thus, any concerns that the buyer is an insider are satisfied by how this transaction is structured—full payment to unsecured creditors thirty days after sale.

### **THE SALE**

13. The Debtor has agreed to sell all of its right, title and interest in the Real Property to Purchaser for a purchase price of \$8,800,000.00 (the "Purchase Price"), pursuant to the terms and conditions of an Agreement of Purchase and Sale, dated September 21, 2017, by and between the Debtor and Purchaser (the "Sale Agreement"). A true and correct copy of the Sale Agreement is attached hereto as Exhibit A.

14. No auction has been contemplated and there is no provision to accept competitive bids. There is no provision to permit M&T Bank to credit bid pursuant to 11 U.S.C. § 363(k).

15. There is no deposit required of the Purchaser.

16. The proposed sale must close by September 29, 2017 at 3:00 p.m. (Eastern.)

17. All proceeds arising from the sale of the Real Property to the Purchaser in the amount of not less than \$8,800,000.00 will be immediately paid to M&T Bank at the closing to be held in connection with such sale and without further court order, and M&T Bank has agreed to accept the payment of not less than \$8,800,000.00 in full, final and complete satisfaction of all indebtedness owed to M&T Bank under the Loan and the Loan Documents.

18. As more thoroughly described in the Debtor's Motion for Approval of Settlement Agreement With M&T Bank, if the sale of the Real Property to the Purchaser closes on or before 3:00 p.m. on September 29, 2017 and if M&T Bank receives all proceeds arising from such sale in the amount of not less than \$8,800,000.00 on or before 3:00 p.m. on September 29, 2017, M&T

Bank, thereafter, will release the Debtor and co-obligors, Airpark Holdings, Inc. and Barrie Peterson, from any further liability under the Loan and the Loan Documents. . Barrie Peterson is the 98% Limited Partner of the Debtor.

19. The proposed sale of the Real Property to the Purchaser is subject to Bankruptcy Court approval.

20. The Debtor believes that the proposed sale is in the best interest of the Debtor and its bankruptcy estate because it satisfies the Debtor's largest creditor and provides for full payment to all unsecured creditors by October 31, 2017. The other alternatives: reorganization, auction or foreclosure provide no guarantee that unsecured creditors would get paid and assuredly would result in substantial delays.

21. M&T consents to the sale of the Real Property to the Purchaser provided that (i) all of the conditions in this Motion are satisfied and the Sale Order appended hereto is entered by the Court, (ii) the Debtor's 9019 Settlement Motion with M&T Bank and the Settlement and Release Agreement appended thereto ("Settlement Agreement") are approved by the Court and the Debtor and the co-obligors listed above execute and deliver the Settlement Agreement to M&T Bank, (iii) the sale of the Real Property to the Purchaser closes on or before 3:00 p.m. on September 29, 2017, (iv) M&T Bank's first priority lien against the Real Property attaches as a first priority lien against all proceeds arising from the sale of the Real Property to the Purchaser, and (v) M&T Bank receives payment of all proceeds arising from the sale of the Real Property to the Purchaser in the amount of not less than \$8,800,000.00 on or before 3:00 p.m. on September 29, 2017.

22. The Debtor represents that the Purchase Price set forth in the Sale Agreement and this Motion is fair and reasonable and the proposed sale of the Real Property to the Purchaser pursuant to the Sale Agreement is in the best interest of the Debtor and its bankruptcy estate.

### **RELIEF REQUESTED**

23. The Debtor seeks authority to sell the Real Property to the Purchaser pursuant to the Sale Agreement free and clear of all liens, claims, encumbrances, with all liens, claims and encumbrances existing against the Real Property, including the first priority lien of M&T Bank, to attach to the proceeds of sale in the order of priority that they existed prior to the Petition Date. M&T Bank's first priority lien against the Real Property shall attach as a first priority lien against all proceeds arising from the sale of the Real Property to the Purchaser.

### **BASIS FOR RELIEF REQUESTED**

24. The Debtor requests an Order permitting it to sell the Property pursuant to the terms of the Sales Agreement. Bankruptcy Code section 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. . . ." Court approval of the use of estate assets outside of the ordinary course of business is appropriate if the court finds that the transaction represents a reasonable business judgment by the Debtor. Courts typically apply an "articulated business judgment standard. *See, e.g., Institutional Creditors of Continental Air Lines, Inc. v. Continental Air Lines, Inc. (In re Continental Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986) (citing *Committee of Equity Holders v. Lionel (In re Lionel)*, 722 F.2d 1063, 1070-71 (2d Cir. 1983)); *GBL Holding Co. v. Blackburn/Travis/Cole, Ltd. (In re State Park Building Group, Ltd.)*, 331 B.R. 251, 254 (N.D. Tex. 2005); *In re Wilde Horse Enters.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991).

25. Section 363 does not require that the court substitute its business judgment for that of the Debtor. *See, e.g., In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 676 (Bankr. S.D.N.Y. 1989) (court will not substitute a hostile witness' business judgment for Debtor's unless testimony "established that [the Debtor] has failed to articulate a sound business justification for its chosen

course”). This Court should determine whether the Debtor has articulated a valid business justification for the proposed transaction. See, e.g., *Lewis v. Anderson*, 615 F.2d 778 (9th Cir. 1979), cert. denied, 449 U.S. 869, 101 S. Ct. 206 (1980). This is consistent with “the broad authority to operate the business of the Debtor . . . [which] indicates Congressional intent to limit court involvement in business decisions by a trustee . . . [so that] a court may not interfere with a reasonable business decision made in good faith by a trustee.” *In re Airlift Int’l, Inc.*, 18 B.R. 787, 789 (Bankr. S.D. Fla. 1982).

26. Moreover, a debtor may sell free and clear of all liens, encumbrances or any other such interest in the property to be sold if: (a) applicable non-bankruptcy law permits sale of such property free and clear of such interest; (b) such entities consent; (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property; (d) such interest is in bona fide dispute; or (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f).

27. In the exercise of its business judgment, the Debtor believes that this Court should approve the sale of the Real Property. The proposed sale is in the best interest of the Estate because it provides for immediate payment to M&T of not less than \$8,800,000.00 on or before 3:00 p.m. on September 29, 2017 and payment in full to unsecured creditors with allowed claims by October 31, 2017. The Debtor has considered all alternatives and determined that the immediate sale of the Real Property to the Purchaser is in the best interest of creditors.

28. Because M&T Bank consents to the sale pursuant to the terms set forth above, the Debtor may sell the property pursuant to 11 U.S.C. §363(f). See e.g., *In re WPRV-TV*, 143 B.R. 315 (D. P.R. 1991); aff’d in part, rev’d in part on other grounds, 983 F.2d 336 (1st Cir. 1993); *In*



*re Milford Group, Inc.*, 150 B.R. 904 (Bankr. M.D. Pa. 1992); *In re Terrace Gardens Park Partnership*, 96 B.R. 707 (Bankr. W.D. Tex.1989).

29. The proposed sale of the Real Property to the Purchaser pursuant to the Sale Agreement and the terms set forth in this Motion should be approved under 11 U.S.C. § 363 of the Bankruptcy Code.

#### **LIMITED TERMINATION OF AUTOMATIC STAY**

30. The Debtor requests that the automatic stay of Section 362 of the Bankruptcy Code be terminated solely to the extent necessary (a) to permit all proceeds arising from the sale of the Real Property to the Purchaser, which shall amount to at least \$8,800,000.00, to be paid to M&T Bank, in immediately available funds, simultaneously with the closing to be held in connection with such sale but in no event later than 3:00 p.m. on September 29, 2017, and (b) to otherwise permit the Debtor, M&T Bank, and the Purchaser to implement the terms of the Sale Order appended hereto and the Sale Agreement, as appropriate.

#### **WAIVER OF 14 DAY STAY**

31. The Debtor requests that the Court waive the 14 day stay mandated by Rule 6004(h) of the Bankruptcy Rules.

#### **NO PRIOR REQUEST**

32. No prior request for the relief sought in this Motion has been made to this or any other Court.

#### **CONSENT OF SECURED PARTIES**

33. The Debtor is authorized to state that M&T has consented to the relief requested herein pursuant to the terms and conditions set forth above.

### **NOTICE**

34. Notice of this Motion has been given to the following parties or to their counsel if known: (i) the Office of the United States Trustee; (ii) counsel to the Debtor's secured lenders; (iii) all parties that requested service of pleadings pursuant to Bankruptcy Rule 2002; (iv) all parties to the mailing matrix; (v) all parties requesting notice and (vi) all equity holders (vii) the United States Attorney for the District of Maryland (viii) the Internal Revenue Service (ix) the Comptroller of Maryland (x) the Securities and Exchange Commission. The Debtor submits that this Notice is sufficient.

### **NO ADDITIONAL MEMORANDUM**

35. Pursuant to Rule 9013-2 of the Local Rules, the Debtor states that, in lieu of submitting a memorandum in support of this Motion, it will rely solely upon the grounds and authorities set forth herein.

### **RELIEF REQUESTED**

WHEREFORE, the Debtor, First Flight Limited Partnership, respectfully requests:

- A. The Court approve the Debtor's proposed sale of the Real Property to the Purchaser on the terms set forth in the Sale Agreement and this Motion;
- B. The Court enter an Order, submitted by the Debtor, in the absence of any timely filed objection to the sale motion, which authorizes the Debtor to sell the Real Property pursuant to the terms of this Motion and 11 U.S.C. §§ 363(b), (f), (h), (m) and Fed. R. Bankr. P. 6004 and waives the stay of the order approving the sale under Fed. R. Bankr. P. 6004(h) ("Sale Order");
- C. The Sale Order provide that (i) M&T Bank's liens against the Real Property shall attach to the all proceeds arising from the sale of the Real Property to the Purchaser as a first priority lien against the same, and (ii) all proceeds arising from the sale of the Real Property to the Purchaser in the amount of not less than \$8,800,000.00 shall be immediately paid to M&T Bank without further order of the Court at the closing to be held in connection with such sale but in no event later than 3:00 p.m. on September 29, 2017, and M&T Bank shall accept such payment in the amount of not less than \$8,800,000.00 in full, final and complete satisfaction of all indebtedness owed to M&T Bank under the Loan and the Loan Documents;

- D. The Order be effective immediately upon entry pursuant to Bankruptcy Rules 7062 and 9014, and no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure or Bankruptcy Rule 6004(h) shall apply with respect to this Order.
- E. That the Court grant such other relief that the Court deems just and proper.

Respectfully submitted,

/s/Morgan W. Fisher

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September 21, 2017

# EXHIBIT A

## **AGREEMENT OF PURCHASE AND SALE**

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement"), dated as of the \_\_\_\_ day of September, 2017, (the "Effective Date"), by and between **FIRST FLIGHT UNIT 2 LIMITED PARTNERSHIP**, a Virginia Limited Partnership, registered in the Commonwealth of Virginia, it's successors and/or assigns (the "Purchaser"); and **FIRST FLIGHT LIMITED PARTNERSHIP**, (the "Seller"), a Virginia Limited Partnership recites and provides:

### **RECITALS**

A. Seller is the owner of certain real property known as the Topflight Airpark Warehouse Building located at 18450 Showalter Road, Unit 2, Hagerstown Maryland 21472 and designated as Washington County Tax Map Parcels 27-038166 and 27-005012, consisting of approximately 41.9086 acres and 12.40 acres respectively, located in Washington County, Maryland, and as generally shown on Exhibit A, attached hereto and made a part hereof. The parcel including Seller's right, title and interest in and to all rights-of-ways, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto, shall be referred to herein as the "Property".

B. Seller wishes to sell and Purchaser wishes to purchase the Property on the terms and conditions set forth herein. Unless otherwise specified herein, the Effective Date of this Agreement shall be the date of this Agreement as inserted above.

### **AGREEMENT**

NOW, THEREFORE, in consideration of their mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto covenant and agree as follows:

**1. Contract.** Subject to the terms of this Agreement, Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to purchase the Property. Except for those liabilities and obligations that Purchaser specifically agrees to assume as set forth herein, Purchaser is not assuming any of the debts, liabilities or other obligations of, or claims against Seller of any kind or nature whether direct or contingent and whether known or unknown. This Agreement shall constitute a binding contract for the purchase and sale of the Property, on the terms and conditions set forth herein. The recitals above are incorporated herein by this reference as material matters of contract and not mere recitals.

**2. Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be EIGHT MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (**\$8,800,000.00**). The Purchase Price shall be paid by Purchaser at Settlement (as defined below) via wire transfer. Seller and Purchaser acknowledge and confirm that the Purchase Price of the Property is calculated in gross and not on a per acre basis.

**3. Delivery of Certain Material to Purchaser.** Upon execution of this Agreement by Seller and Purchaser, Seller has delivered to Purchaser:

(a) A true and complete copy of all owner's policies of title insurance, if any previously obtained by the Seller with respect to the Property.

(b) Copies of all surveys and engineering reports or other studies or similar reports in the Seller's possession relating to the Property.

(c) Seller has provided Purchaser with all current leases or agreements relating to the Property.

**4. Settlement.**

(a) **Time and Place.** Settlement of the purchase and sale of the Property shall occur on or before 3:00 p.m. on September 29, 2017 and in accordance with the terms and conditions more expressly set forth in Section 14, "Conditions Precedent to Settlement", (the "Settlement"). *Time being of the essence.* Settlement shall be made at the offices of Purchaser's settlement agent or at such other address as the parties may mutually agree. If settlement in connection with this Agreement has not taken place and the proceeds of sale in the amount of \$8,800,000.00 have not been transferred to the Seller's secured lender, M&T Bank, on or before 3:00 p.m. on September 29, 2017, Seller shall be under no obligation to proceed to settlement, and this Contract will be declared null and void, and each party shall have no further obligations to each other.

(b) **Purchaser's Deliveries.** At Settlement, the Purchaser shall: (i) pay the Purchase Price in the amount of \$8,800,000.00 to Seller by delivering the \$8,800,000.00 Purchase Price to Seller's secured lender, M&T Bank, via wire transfer, and (ii) shall deliver to the title insurance company a closing statement between Seller and Purchaser and any other documents reasonably necessary to complete Settlement.

(c) **Seller's Deliveries.** Seller shall deliver the following to Purchaser or the title insurance company or Purchaser's designee, as applicable, in form and substance satisfactory to Purchaser: (i) a general warranty deed with English covenants of title (the "Deed") conveying good and marketable fee simple title to the Property, free and clear of all monetary liens and deeds of trust, but subject to all easements, covenants and restrictions of record; (ii) an affidavit as to mechanics' liens and parties in possession as typically required by Purchaser's title insurance company; (iii) there will be no contracts as of the day of settlement; (iv) a closing statement between Seller and Purchaser; (v) an R-5, FIRPA and 1099 seller closing forms; and (vi) all organizational documents, resolutions, certificates and other materials reasonably required by Purchaser or Purchaser's title company to confirm Seller's authority to sell the Property.

(d) **Purchaser's Payment of Closing Costs and Other Charges.** Real estate taxes and all utilities paid or payable by Seller in connection with the Property shall be paid by the Purchaser at Settlement. All other charges or amounts payable by Seller in connection with the Property shall also be paid by the Purchaser at Settlement. Purchaser shall also pay, at Settlement, for all recordation and transfer taxes, closing

costs and other charges that are to be paid in connection with the conveyance of the Property to the Purchaser, so that the amount payable to the Seller's secured lender, M&T Bank, at Settlement from the sale of the Property to the Purchaser shall not be less than \$8,800,000.00. Purchaser shall also pay all rollback taxes due and owing in connection with the Property at the time of any re-zoning of the Property which would trigger such payment to be made.

(e) **Costs.** Purchaser shall also pay, at Settlement, the cost of the grantor's tax on the deed, the payment and cost of preparation of the deed and other conveyancing instruments, the cost of releasing any liens and security interests of record, all settlement fees charged by settlement agent, survey costs, all legal fees incurred by Purchaser and Seller, all recording taxes and fees imposed on recordation of the deed, title insurance premiums and search fees and other charges related to Purchaser's and Seller's due diligence and legal fees.

5. **"As Is" Condition.** Except as provided herein, Purchaser agrees to accept the Property at Settlement in its present physical condition.

6. **Risk of Loss.** The risk of loss or damage to the Property by fire or other casualty prior to Settlement thereon shall be on the Seller. Seller shall give Purchaser prompt written notice of any loss or damage to the Property by fire or other casualty. If such loss or damage materially and adversely affects the Purchaser's intended use and enjoyment of the Property as of Settlement, in Purchaser's reasonable opinion, the Purchaser shall have the option to (i) terminate this Agreement, in which event the parties hereto shall have no further obligations or liabilities to one another hereunder, this Agreement shall terminate and the Deposit shall be returned to Purchaser; or (ii) proceed to Settlement and accept an assignment of all insurance proceeds payable as a result of such casualty, together with a reduction of the Purchase Price equal to the deductible under Seller's insurance policy

7. **Condemnation.** If all or any portion of the Property is subject to actual or threatened taking pursuant to the power of eminent domain prior to Settlement, the Purchaser shall be entitled to elect either to (i) terminate this Agreement in which event the parties shall have no further obligations hereunder and the Deposit shall be returned to Purchaser; or (ii) proceed to Settlement, in which event, at Purchaser's option (a) all proceeds, awards and other payments arising from any such taking or sale shall be assigned and paid to the Purchaser; or (b) the Purchase Price paid at Settlement shall be reduced based on the prorata portion of the Property so taken, and Seller shall be entitled to all such proceeds, awards and other payments arising from such taking.

8. **Seller's Representations and Warranties.** Seller represents and warrants that the following matters are true and correct as of the Effective Date with respect to the Property:

(a) **Authority.** Purchaser is a limited partnership, duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and does not violate any provision of any agreement or

judicial order to which Seller is a party or to which Seller is subject. All documents to be executed by Seller which are to be delivered at Settlement, will, at the time of Settlement, (i) be duly authorized, executed and delivered by Seller, (ii) be legal, valid and binding obligations of Seller, and (iii) not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

(b) **Foreign Person.** Seller is not a foreign person within the meaning of Section 1445(f) of the Internal Revenue Code, and Seller agrees to execute any and all documents necessary or required by the Internal Revenue Service or Purchaser in connection with such declaration(s).

(c) **No Violation of Laws.** Seller has received no written notice of any and, to Seller's knowledge, there has been no violation of any Federal, state, county or other governmental order or requirement of any governmental body of, by, concerning, or caused by a condition existing upon, the Property which has not yet been remedied in all respects to the satisfaction of the governmental authority having jurisdiction.

(d) **Eminent Domain.** To best of Seller's knowledge, Seller has not received any written notice of any eminent domain or condemnation of the Property nor is Seller aware of any threatened eminent domain or condemnation of the Property.

(e) **Environmental.** Seller represents to the best of its actual knowledge direct or indirect, (i) there are not present at or under the Property any hazardous substances, wastes or materials, unclean fill, aboveground storage tanks, underground storage tanks, spilled or leaked petroleum products, friable asbestos-containing materials or PCB-containing transformers; (ii) the Property and all operations and activities on or at the Property, if any, are in compliance with all applicable environmental protection, wetlands, resource protection area and waste management laws, rules, regulations and ordinances; and (iii) Seller has not dumped or disposed of, or caused or allowed anyone else to dump or dispose of, any hazardous or toxic materials or wastes, debris or unclean fill on the Property. Seller furthermore represents and warrants that it has not received any written notice or been made aware of any hazardous substances or any other contaminates on the Property as of the date hereof to so cause the Property to be unsuitable for development that are not known to the Purchaser.

(f) **No Conflict.** Neither the execution nor the delivery of this Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, lease, license, permit or other instrument or obligation by which Seller or the Property is bound.

(g) **No Claims, Order, etc.** There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or, to Seller's knowledge, threatened against Seller or the Property to which Purchaser might become a party. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, which has or could result in a material adverse effect on the Property or the operation and leasing thereof.



(h) **Mechanics' Liens.** No party on behalf of Seller has performed any alteration, repair, construction or other work which would permit the filing of a mechanics' or materialmen's lien against the Property except such parties as have been paid in full for such work or for which payment has been provided.

The provisions of this Section 8 shall survive Settlement.

9. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller that the following matters are true and correct as of the Effective Date.

(a) **Authority.** Purchaser is a limited partnership, duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. This Agreement has been duly authorized, executed and delivered by Purchaser, is the legal, valid and binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject. All documents to be executed by Purchaser which are to be delivered at Settlement, will, at the time of Settlement, (i) be duly authorized, executed and delivered by Purchaser; (ii) be legal, valid and binding obligations of Purchaser; and (iii) not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

The provisions of this Section 9 shall survive Settlement

10. **Default.** Except as otherwise provided hereunder, if Purchaser defaults in its performance of this Agreement and such default continues unremedied for one (1) day following receipt of written notice from the Seller specifying the nature of such default, then, this Agreement shall terminate and the Seller and Purchaser shall have no further obligations hereunder. In the event of Seller's default at or before Settlement and except as otherwise provided herein, and such default continues unremedied for one (1) day following receipt of written notice from the Purchaser specifying the nature of such default, then, this Agreement shall terminate and the Purchaser and Seller shall have no further obligations hereunder.

11. **Further Assurances.** The parties agree to grant such further assurances and to execute such instruments of conveyance as may be reasonably necessary to affect the intent and agreement contained herein.

12. **Conditions Precedent to Settlement.** The obligations of either party to proceed and perform at Settlement of the Property shall be subject to the following conditions (all or any of which may be waived in writing, in whole or in part, by either or both parties):

(a) **Title and Survey Objections.** Any objections to title reported by Purchaser under this paragraph shall have been resolved to Purchaser's satisfaction and there shall have been no adverse change in title. The Purchaser shall have until 5:00 p.m. on Tuesday, September 25, 2017, to report to Seller in writing any survey or title defects or other objections regarding the Property that are disclosed by Purchaser's

examinations which, in the opinion of Purchaser or its attorney, adversely affect marketability of title or Purchaser's intended use of the Property. Seller shall advise Purchaser within one (1) day after receipt of such notice of objections which, if any, of such objections will be corrected by Seller prior to or at the Settlement. If Seller fails to respond within such period, Seller will be deemed to have responded to Purchaser that Seller does intend to correct such objections prior to or at the Settlement. If Seller's response indicates that Seller does not intend to correct any one or more of Purchaser's objections, Purchaser shall have one (1) day after receipt of Seller's response within which to elect to either (i) terminate this Agreement by notice to Seller; or (ii) accept Seller's response and proceed to the Settlement despite such objections without any adjustment to the Purchase Price. If Purchaser elects to so terminate this Agreement, the rights and obligations of Purchaser and Seller hereunder shall terminate.

(b) **Inspection and Removal of Property.** Prior to Settlement, Seller shall remove all equipment, tires, automobiles, aboveground storage tanks, underground storage tanks, spilled or leaked petroleum products, friable asbestos-containing material, PCB-containing transformers, debris, and hazardous substances, waste or material from the Property, both above and below ground. Seller and Purchaser shall inspect the Property prior to Settlement to confirm that such items have been removed to the reasonable satisfaction of the Purchaser.

(c) **Representations and Warranties.** All representations and warranties of Seller shall be true as of the date of this Agreement and at Settlement.

(d) **Delivery of Deed and other Instruments.** Seller shall have delivered the deed and other instruments of conveyance and relating to title, and shall have performed all other covenants and obligations of Seller to be performed at or prior to Settlement as required under this Agreement.

(e) **No Adverse Change.** No material adverse change shall have occurred at or with respect to the Property, or any part or aspect thereof, whether physical or financial since the date of the execution of this Agreement by the parties hereto.

(f) **No Litigation.** This Agreement shall only be subject to United States Bankruptcy Court Case #17-18645 in the District of Maryland, Greenbelt Division.

**13. Notices.** Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing by (i) personal delivery; (ii) reputable overnight delivery service with proof of delivery; (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, addressed as follows:

For the Seller:

FIRST FLIGHT LIMITED PARTNERSHIP  
4080 Lafayette Center Drive  
Suite 360

Chantilly, Virginia 20151

With a copy to: ATG Title, Inc.  
11320 Random Hills Rd Suite 120  
Fairfax, Virginia 22030

For the Purchaser: FIRST FLIGHT UNIT 2 LIMITED PARTNERSHIP  
4080 Lafayette Center Drive  
Suite 360  
Chantilly, Virginia 20151

**14. Assignment.** This Agreement may be assigned at the option of the Purchaser to any entity in which Purchaser owns a controlling interest without Seller's consent. Any assignee shall be obligated by this Agreement as if the Purchaser.

**15. No Presumption Against Drafter.** Purchaser and Seller agree and acknowledge that this Agreement has been freely negotiated by Purchaser and Seller; and in any event of any ambiguity, controversy, dispute or disagreement over the interpretation, validity or enforceability of this Agreement or any of its covenants, terms or conditions, no inference, presumption or conclusion whatsoever shall be drawn against Purchaser by virtue of Purchaser's having drafted this Agreement.

**16. Weekends and Holidays.** Any date specified in this Agreement for the performance of an obligation or the expiration of a time period which is a Saturday, Sunday or a legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or a legal holiday.

**17. Counterpart Originals.** This Agreement may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. In order to expedite the transaction contemplated herein, telecopied signatures may be used in place of original signatures on this Agreement. Seller and Purchaser intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

**18. Brokerage.** Purchaser and Seller warrant that they have not been represented by any Broker in connection with the sale of the property. In addition, the Purchaser warrants and represents to the Seller that the Purchaser has not used the services of any other real estate broker or agent other than the Broker as specified above. In reliance of this warranty and representation of the Purchaser, the Seller agrees to hold the Purchaser harmless against all claims by any real estate broker or agent for a commission or fee arising out of the sale of the Subject Property.

**19. Force Majeure.** Neither party shall be held responsible for failure of delay in delivery or performance of its obligations set forth hereunder if such failure or delay is

the result of an act of God, more specifically death or incapacitation of the principal owners, the public enemy, governmental act, war, riot, strikes, major failure in the bank or lending industry or other cause of a similar nature that is beyond the control of the parties. In the event of such occurrence, this Agreement shall be amended by mutual agreement to reflect an extension in the period of performance and/or time of delivery. The parties agree to provide notice thereof to the other within five (5) working days of becoming aware of such an event and shall promptly advise the extent of the delay expected as a result.

**20. Miscellaneous.**

(a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified or changed except by written instrument executed by both Seller and Purchaser. All prior negotiations, understandings, proposals and agreements whether oral or written are superseded and are merged herein. All provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. If any provisions herein shall be legally unenforceable or in the event that a Court of competent jurisdiction shall deem any of the provisions contained in this Agreement invalid or unenforceable, they shall be deemed severed from the other provisions of this Agreement, and the remaining provisions shall, nevertheless, be valid and enforceable and continue in full force and effect. The invalidity or the unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof and the Agreement shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

(b) This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The proper jurisdiction and forum for any litigation deriving from this Agreement shall be in the Circuit Court of Fairfax County, Virginia.

(c) Except as otherwise provided under this Agreement, the delivery of the deed by Seller and the acceptance thereof by Purchaser shall be deemed the full performance and discharge of every obligation on the part of the Seller and Purchaser to be performed hereunder, and shall thus not survive Settlement.

(e) All pronouns shall be construed to be of such gender and number as the context may require.

(f) **Exhibit A** - (Property Description") is incorporated herein as a material part of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name pursuant to due authority as of the dates set forth below.

**SELLER:**

**FIRST FLIGHT LIMITED PARTNERSHIP**  
**By Airpark Holdings, Inc., General Partner**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER:**

**FIRST FLIGHT UNIT 2 LIMITED PARTNERSHIP**  
**By Airpark Holdings Unit 2, Inc., General Partner**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**PROPERTY DESCRIPTION**

4651 0180  
CLERK OF THE CIRCUIT COURT  
WASHINGTON COUNTY

### Exhibit A

#### Legal Description

ALL THAT LAND IN THE TWENTY SEVENTH (27<sup>TH</sup>) ELECTION DISTRICT, WASHINGTON COUNTY, MARYLAND, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UNIT 2, FIRST FLIGHT AIR PARK CONDOMINIUM, INC., AS CREATED BY "CONDOMINIUM DECLARATION OF FIRST FLIGHT AIR PARK CONDOMINIUM, INC.", DATED MAY 31, 2008 AND RECORDED IN LIBER 3511 FOLIO 557 AND PER PLAT THEREOF RECORDED AT CONDOMINIUM PLAT NUMBERS 429, 420 AND 431, AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.

TOGETHER WITH AN UNDIVIDED 97% INTEREST OR SUCH UNDIVIDED INTEREST AS MAY BE ESTABLISHED FROM TIME TO TIME, IN THE COMMON ELEMENTS AS SET FORTH IN THE DECLARATION OF FIRST FLIGHT AIR PARK CONDOMINIUM, INC. RECORDED IN LIBER 3511, FOLIO 557, IN THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

AND BEING A PORTION OF THE PROPERTY ACQUIRED BY THE OWNERS BY DEED RECORDED IN LIBER 836, FOLIO 438, AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.

For Informational Purposes only:

Address: 18450 Showalter Road, Hagerstown, Maryland 21742  
MD Tax ID Nos.: 27-038166 and 27-005012

IMPROVEMENT F	40.00
RECORDING FEE	20.00
TOTAL	60.00
Rec'd H&B1	Rec'd # 8442
DJW HAW	BLK # 543
Oct 17, 2013	10:33 am

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND**

*Greenbelt Division*

In re:

First Flight Limited Partnership

Debtor(s)

Case No. 17-18645

Chapter 11

**NOTICE<sup>2</sup> OF MOTION TO SELL PROPERTY FREE AND CLEAR OF LIENS,  
CLAIMS, ENCUMBRANCES, AND INTEREST**

**PLEASE TAKE NOTICE:** The debtor-in-possession, First Flight Limited Partnership (“FFLP”), has filed a Motion for Order (i) Authorizing Sale of Certain Real Property of the Debtor Free and Clear of Liens, Claims, Encumbrances and Other Interests; (ii) Approving Sale Agreement; (iii) Authorizing Assumption and Assignment of Certain Unexpired Leases; and (iv) Granting Related Relief (the “Motion”) The Motion seeks court permission to sell to First Flight Unit 2 Limited Partnership (“Purchaser”) the real property generally known as Unit 2, 41.9086 AC +/-, First Flight Air Park Condominium, Inc., together with an undivided 97% interest in the common elements of the Condominium located 18450 Showalter Rd., Hagerstown, Maryland 21742 (“Real Property”) pursuant to the terms of an Agreement of Purchase and Sale attached to the Motion (“Sale Agreement”). A copy of the Motion has been served upon you.

The Debtor is a Virginia limited partnership that owns and operates certain real property located at 18450 Showalter Road, Hagerstown, Maryland. The Debtor’s property is divided into two units. Unit 1 is a 250,000 square-foot office building worth approximately \$21,000,000.00. Unit 2 is a 750,000 square-foot building worth approximately \$28,000,000. Airpark Holdings LLC is FFLP general partner and a 2% owner. Barrie Peterson is the sole limited partner and owns 98% of FFLP.

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<sup>2</sup> The Debtor fully incorporates by reference the attached Motion for Sale.



### The Debtor Seeks Protection Under the Bankruptcy Code

On June 25, 2017 (“Petition Date”), the Debtor filed its Voluntary Petition for relief under Chapter 11 of the United States Bankruptcy Code. The Debtor filed for Bankruptcy to stop an imminent foreclosure sale of Unit #2.

### Debtor’s Assets and Liabilities

The Debtor’s principal assets are two industrial buildings in Hagerstown, Maryland. Unit 1 is a 250,000 square-foot office building worth approximately \$21,000,000.00. Unit 2 is a 750,000 square-foot building worth approximately \$28,000,000. Additionally, the Debtor asserts claims against Alliance Technology Group, LLC for, amongst other things, unpaid rent in the approximate amount of \$4,480,350.00. Additionally, the Debtor owns various machinery, tools, equipment and office furnishings worth approximately \$55,000.00.

The Debtor’s liabilities as of the Petition Date are as follows:

Secured Claims — \$13,979,910.63

1. WashingtonFirst — \$4,105,572.26 — Unit #1.
2. M&T Bank — \$9,874,338.37 — Unit #2.

Unsecured Priority Claims — \$12,613.70 (disputed).

Unsecured Non-Insider Claims — \$102,741.93

Insider Claims — \$896,451.74

### Post-Petition Operations

The Debtor continued to operate as a landlord since the Petition Date.

### Chapter 11 Events

A. By Bankruptcy Court Order, the Debtor employed Morgan W. Fisher and the Law Offices of Morgan Fisher LLC as its general bankruptcy counsel.

B. The Debtor came to terms with M&T Bank for use of cash collateral. Since the Petition Date, the Debtor paid M&T \$25,000.00 on a monthly basis in exchange for M&T's consent to use cash collateral.

C. The Debtor came to terms with WashingtonFirst Bank for use of cash collateral. Since the Petition Date, the Debtor paid WashingtonFirst Bank \$19,862.70 for WashingtonFirst's consent to use cash collateral.

D. The Debtor has filed operation reports with the Clerk of the Bankruptcy Court and stayed current with quarterly fees owed to the United States Trustee's Office.

### **The Buyer**

The proposed Purchaser is First Flight Unit 2 Limited Partnership which is a Virginia limited partnership owned by the same partners as the Debtor. Therefore, the sale is to an "Insider" as that term is defined in 11 U.S.C. § 101(31). The Purchaser has agreed to take the Real Property subject to the Debtor's (nominal) non-insider claims. Furthermore, the Debtor has agreed to satisfy all unsecured claims by October 31, 2017.

### **The Sale**

By the Motion, the Debtor seeks authority to sell the Real Property more specifically described as that certain real property generally known as Unit 2, 41.9086 AC +/-, First Flight Air Park Condominium, Inc., together with an undivided 97% interest in the common elements of the Condominium located 18450 Showalter Rd., Hagerstown, Maryland 21742 to the Purchaser for a purchase price of \$8,800,000.00 ("Purchase Price") on or before 3:00 p.m. on September 29, 2017 subject to approval of the sale transaction by the United States Bankruptcy Court for the District of Maryland.

As further detailed in the Motion, the Debtor believes this sale is in the best interest of the Debtor, its bankruptcy estate and all creditors. The sale eliminates the Debtor's liability to M&T Bank—by far the Debtor's largest creditor. Additionally, as part of the sale, the Debtor has agreed to satisfy all allowed unsecured claims in full by October 31, 2017. Additionally, the sale provides that all administrative claims will be satisfied by October 31, 2017. The sale of the Real Property to the Purchaser will preserve the value in the Real Property and pay all Administrative and Unsecured Creditors in full on an expedited basis. Moreover, M&T Bank has only consented to reduce its claim by nearly a million dollars if, among other things, a sale of the Real Property can be consummated on an expedited basis by 3:00 p.m. September 29, 2017 and if all proceeds arising from the sale of the Real Property to the Purchaser in an amount of not less than \$8,800,000.00 are paid to M&T Bank at the closing to be held in connection with such sale but in no event later than 3:00 p.m. on September 29, 2017. The Debtor has considered the alternatives to sale and believes that there are no better alternatives. Therefore, in the exercise of its business judgment, the Debtor believes that the immediate sale of the Real Property to the Purchaser as provided for in the Motion and Sale Agreement is in the best interest of creditors and the estate.

#### **STATEMENT PURSUANT TO LOCAL RULE 6004-1**

1. The Purchase Price of \$8,800,000.00 will be immediately paid to M&T Bank at the closing to be held in connection with the sale of the Real Property to the Purchaser without further court order but in no event later than 3:00 p.m. on September 29, 2017.

2. The Debtor obtained an appraisal of the Real Property.<sup>3</sup>

a. Appraised Value of Real Property:

1. \$30,500,000.00. Market Value "As if stabilized"

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<sup>3</sup> The appraisal is available upon request. Interest parties may contact Debtor's Counsel at: mwf@morganfisherlaw.com or 410-626-6111 for a copy.

2. \$24,100,000.00. Market Value “As is”
  - b. Date of Appraisal: August 25, 2017.
  - c. Name and Address of Appraiser: William C. Harvey, II, 1146 H Walker Road, Great Falls, VA 22066.
3. No auction has been contemplated and there is no provision to accept competitive bids. There is no provision to permit M&T Bank to credit bid pursuant to 11 U.S.C. § 363(k).
4. There is no deposit required of the purchaser.
5. The proposed sale must close by 3:00 p.m. on September 29, 2017.
6. As more thoroughly described in the Debtor’s Motion for Approval of Settlement Agreement With M&T Bank, if the sale of the Real Property to the Purchaser closes on or before 3:00 p.m. on September 29, 2017 and if M&T Bank receives all proceeds arising from such sale in the amount of not less than \$8,800,000.00 on or before 3:00 p.m. on September 29, 2017, M&T Bank, thereafter, will release the Debtor and co-obligors, Airpark Holdings, Inc. and Barrie Peterson, from any further liability under the Loan and the Loan Documents described in the Motion. . Barrie Peterson is the 98% Limited Partner of the Debtor.
7. All non-insider unsecured claims of the Debtor will be fully satisfied by October 31, 2017 and FFLP Unit 2 takes the Property subject to those claims.

**PLEASE TAKE FURTHER NOTICE** that if you do not want the Court to grant the Motion or if you want the Court to consider your views on the motion, then October 12, 2017<sup>4</sup> you or your lawyer must file a written response with the Clerk of the Bankruptcy Court explaining your position and mail a copy to the Notice Parties (identified above).

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<sup>4</sup> Contemporaneously filed herewith is a Motion to Shorten the Time to Object to the Debtor’s Motion to Sell to September 25, 2017 and a Request for an Expedited Hearing to be held on September 27, 2017 at 10:30 a.m.

**PLEASE TAKE FURTHER NOTICE** that if you mail rather than deliver your response to the Clerk of the Bankruptcy Court for filing, you must mail it early enough so that the court will receive by the date stated above. If an objection to the Motion is timely filed, a hearing on the Motion will be held on October 23, 2017 at 2:00 p.m.<sup>5</sup> in Courtroom 3-E, United States Bankruptcy Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, Maryland 20770.

**MOVANT HAS ALSO FILED A MOTION TO SHORTEN THE TIME FOR RESPONSE AND FOR AN EXPEDITED HEARING. IF THAT MOTION TO SHORTEN OR EXPEDITE IS GRANTED, THE TIME TO OBJECT AND/OR DATE FOR HEARING WILL BE CHANGED AS PROVIDED IN SUCH ORDER.**

**PLEASE TAKE FURTHER NOTICE** that if you or your lawyer do not take these steps by the deadline, the Court may find that you do not oppose the relief sought in the Motion and may grant or otherwise dispose of the Motion before the scheduled hearing date. The Real Property may be sold without further notice if a timely objection is not filed.

Respectfully submitted,

/s/Morgan W. Fisher  
Morgan W. Fisher #28711

Law Offices of Morgan Fisher, LLC  
1125 West St., Suite 227  
Annapolis, MD 21401  
410-626-6111  
mwf@MorganFisherLaw.com  
Attorney for First Flight Limited Partnership

September 21, 2017

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<sup>5</sup> Contemporaneously filed herewith is a Motion to Shorten the Time to Object to the Debtor's Motion to Sell to September 25, 2017 and a Request for an Expedited Hearing to be held on September 27, 2017.

CERTIFICATE OF SERVICE

I hereby certify that on September 21, 2017, I reviewed the Court's CM/ECF system and it reports that an electronic copy of the forgoing motion, notice, exhibits and proposed order will be served electronically by the Court's CM/ECF system on the following:

Michael G. Gallerizzo mgall@gebsmith.com, mgall@gebsmith.com  
Jason W. Hardman jhardman@gebsmith.com  
(Counsel for M&T Bank)

Jeanne M. Crouse Jeanne.M.Crouse@usdoj.gov  
Lynn A. Kohen lynn.a.kohen@usdoj.gov  
US Trustee - Greenbelt USTPRRegion04.GB.ECF@USDOJ.GOV  
(United States Trustee's Office)

James T. Bacon jbacon@abhylaw.com  
Michael S. Botsaris mbotsaris@bvlegal.net  
Daniel M. Press dpress@chung-press.com, pressdm@gmail.com

I hereby further certify that on September 21, 2017, I caused a copy of the foregoing motion, notice, exhibits and proposed order and proposed order to be sent overnight mail to the following parties:

All parties to the attached master mailing matrix.

Comptroller of Maryland  
110 Carroll St,  
Annapolis, MD 21411

Internal Revenue Service  
970 Market St., Mail Stop 5-Q30-133,  
Philadelphia, PA 19104-5016

Stephen M. Schenning  
United States Attorney's Office  
36 S. Charles Street 4th Fl.  
Baltimore, MD 21201

Securities Exchange Commission  
100 F Street, NE  
Washington, DC 20549

Dated: September 21, 2017

/s/ Morgan W. Fisher  
Morgan W. Fisher #2871

Label Matrix for local noticing  
0416-0  
Case 17-18645  
District of Maryland  
Greenbelt  
Mon Jun 26 10:12:26 EDT 2017

Alliance Technology Group, LLC  
Attn: Hugh V. Hayes  
7010 Hi Tech Dr.  
Hanover, MD 21076-1008

Allred Bacon Halfhill & Young  
11350 Random Hills Rd  
Fairfax, VA 22030-6044  
CM/ECF

American Express  
Po Box 1270  
Newark, NJ 07101-1270

B.P. Lesky Distributing Co  
120 Western Maryland Pkwy  
Hagerstown, MD 21740-5116

(p)U S SECURITIES AND EXCHANGE COMMISSION  
ATLANTA REG OFFICE AND REORG  
950 E PACES FERRY RD NE STE 900  
ATLANTA GA 30326-1382

Chase Card  
PO Box 15298  
Wilmington, DE 19850-5298

City of Hagerstown  
City of Hagerstown, City Hall  
1 E Franklin St  
Hagerstown, MD 21740-4978

Clever Carpet Cleaners  
7106 Barrett Ct  
Sharpsburg, MD 21782-1034

Comptroller of Maryland  
Revenue Administration  
110 Carroll Street  
Annapolis, MD 21411-1000

Comptroller of the Treasury  
Compliance Division, Room 409  
301 W. Preston Street  
Baltimore, MD 21201-2305

D.M. Bowman, Inc.  
10226 Governor Lane Blvd # 400  
Williamsport, MD 21795-4093

Diamond Electric Underground Repair, Inc.  
BOX 83B RED HILL ROAD  
Keedysville, MD 21756

First Flight Limited Partnership  
18450 Showalter Rd.  
Hagerstown, MD 21742-1383

Morgan William Fisher  
Law Offices of Morgan Fisher LLC  
1125 West St., Suite 227  
Annapolis, MD 21401-3607  
VIA CM/ECF

Gebhardt & Smith LLP  
ATTN: Michael G. Gallerizzo, Esq.  
1 South St Ste 2200  
Baltimore, MD 21202-3281

Heller's Gas  
16827 National Pike  
Hagerstown, MD 21740-2162

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

VIA CM/ECF

Internal Revenue Service  
Po Box 7346  
Philadelphia, PA 19101-7346

Lynn A. Kohen  
U.S. Trustee Office  
6305 Ivy Lane, Suite 600  
Greenbelt, MD 20770-6305

CM/ECF

(p)M&T BANK  
LEGAL DOCUMENT PROCESSING  
1100 WHERLE DRIVE  
WILLIAMSVILLE NY 14221-7748  
VIA CM/ECF

Marble Mountain LLC  
4080 Lafayette Center Dr Ste 360  
Chantilly, VA 20151-1252

Miller's Supplies at Work  
8600 Cinder Bed Rd  
Lorton, VA 22079-1470

Offit  
Kurman  
8000 Towers Crescent Dr Suite 1500  
Vienna, VA 22182-6216

Ongoing Operations, LLC  
18450 Showalter Rd #113  
Hagerstown, MD 21742-1383

Peterson, Barrie  
57 Isla Bahia Dr  
Ft Lauderdale, FL 33316-2329

Peterson, Barrie  
57 Isla Bahia Dr.  
Fort Lauderdale , FL 33316-2329

Potomac Edison  
10802 Bower Ave  
Williamsport, MD 21795-3016

Secretary of the Treasury  
15th and Pennsylvania Ave., N.W.  
Washington, DC 20220-0001

State of Maryland DLLR  
Division of Unemployment Insurance  
1100 N. Eutaw Street, Room 401  
Baltimore, MD 21201-2225

Stinson Leonard Street LLP  
 1775 Pennsylvania Ave Nw Ste 800  
 Washington, DC 20006-4760

Tax. Auth. of Wash. County, MD  
 Treasurers Office  
 35 West Washington Street, Room 102  
 Hagerstown, MD 21740-4844

The Hartford Financial Services Group, Inc.  
 690 Asylum Ave  
 Hartford, CT 06155-0002

U.S. Attorney-District of MD  
 4th floor  
 36 S. Charles St.  
 Baltimore, MD 21201-3119

U.S. Lawns  
 9446 Earley Dr  
 Hagerstown, MD 21740-2066

US Trustee - Greenbelt  
 6305 Ivy Lane, Suite 600  
 Greenbelt, MD 20770-6305

VIA CM/ECF

WashingtonFirst Bank  
 11921 Freedom Dr. Suite 250  
 Reston, VA 20190-5676  
 VIA CM/ECF

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
 by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Branch of Reorganization  
 Sec. & Exch. Commission  
 3475 Lenox Road NE (Suite 1000)  
 Atlanta, GA 30327-1232

Internal Revenue Service  
 Centralized Insolvency Section  
 PO Box 21126 (DP-N-781)  
 Philadelphia, PA 19114

M&T Bank  
 M&T Bank Legal Document Processing  
 Po Box 844  
 Buffalo, NY 14240-0844

End of Label Matrix  
 Mailable recipients 36  
 Bypassed recipients 0  
 Total 36