

**Anchorage Marina Inc.
Slip Transfer Packet**

Please complete the following items:

Buyer and Seller

1. Slip Transfer Info Sheet
2. Contract of Sale (Buyer and Seller) (*You may use the sample form or create your own*)
3. Payment of \$50.00 transfer fee, made payable to Anchorage Marina by either or both parties.

Seller Only

1. Bill of Sale (*You may use the sample form or create your own*)
2. Stock Power
3. Seller's Original Share Certificate
4. Lost Certificate Affidavit (if no certificate)

Buyer Only

1. Contact Information Form
2. Copy of Government issued Pic ID (E.G. Driver's License or passport)
3. Exclusive Slip Agreement – ***Please initial the bottom of each Page***
4. A copy of Buyer's Vessel Insurance, Vessel Registration or Documentation, and Vessel Title.
5. Background check & payment of \$50 fee

IMPORTANT: PARKING PASS & GATE KEYS

Buyer must obtain parking pass from Seller, the cost to replace a missing parking pass is \$100. Gate cards should also be turned over to the Buyer or Buyer may purchase up to four (4) gate cards for \$10 per card.

Other Items

All documents must be verified by office if not the original, completely filled out as directed, and turned into the marina office to be reviewed and approved by current General Manager.

The Seller is responsible to submit the Slip Sale Transfer packet in completion and confirm payment is satisfactorily received if not at the time of submission of paperwork.

The Marina Office will contact the Seller/Buyer if any information is not present that would inhibit the completion of the slip sale.

Initials of Buyer _____

Anchorage Marina Slip Transfer Information Sheet

(Buyer & Seller Completes) Slip No.: **Name of Seller(s):** _____

Address: _____

Social Security No.: _____

Phone No.(s): _____

Email: _____

Name of Buyer(s): _____

Address: _____

Social Security No.: _____

Phone No.(s): _____

Email(s): _____

Existing Liens known by Seller: _____

Is the Seller party to any agreement for the present or future rental of the slip? If yes please
attach a copy or give details. _____

Have you (Seller) authorized the marina to rent the slip? _____

Loans secured by slip to be obtained by Buyer(s): _____

Initials of Buyer _____

Contract of Sale

(Buyer and Seller Completes and Signs)

The undersigned seller ("Seller") agrees to sell, and the undersigned buyer ("Buyer") agrees to purchase, one _____ foot slip, slip number _____, at the Anchorage Marina, 2501 Boston Street, Baltimore, Maryland 21224 ("the Slip"), along with all membership rights, title and interest of Seller in Anchorage Marina, Inc. (the "Corporation") as represented by Share Certificate No. _____ (the "Share Certificate"), for the price of _____ (\$ _____) (the "Purchase Price").

Seller represents that the Slip has _____ liens [if blank, zero] and _____ tenants [if blank, zero] and no unpaid fees of assessments. Seller and buyer agree that the marina coop fees shall be prorated from the date of settlement, and all liens shall be paid and satisfied at or prior to settlement. Possession of the slip will be upon full settlement (or expiration of existing lease, if applicable). If Seller is renting the Slip to a third party, Buyer hereby assumes all of Seller's obligations under the lease from and after the date of full settlement. If the Corporation is acting as agent for the landlord under the lease, Seller and Buyer will notify the Corporation how the slip rental should be disbursed following settlement.

EACH PARTY AGREES THAT ALL FEES AND COSTS OF THE CORPORATION SHALL BE PAID REGARDLESS OF WHETHER THE SALE IS APPROVED OR COMPLETED.

The Contract of Sale expires in ten (10) days unless signed by all parties.

SELLER(S):

BUYER(S):

Sign: _____

Sign: _____

Print: _____

Print: _____

Sign: _____

Sign: _____

Print: _____

Print: _____

Initials of Buyer _____

Bill of Sale

(Seller Completes and Signs)

KNOW BY ALL MEN BY THESE PRESENTS that the undersigned (the "Seller"), for and in consideration of the sum of _____ (\$_____), paid to it this date _____, 20____ by (the "Buyer"), has bargained and sold, and by these presents does hereby grant, convey, transfer and assign unto the Buyer, and the Buyer's personal representatives or successors and assigns, for the Buyer's absolute and sole benefit, all of the Seller's right, title and interest in and to that certain membership and/or ownership interest in Anchorage Marina, Inc., a Maryland cooperative corporation, including, but not limited to, the right to access and use Slip No. _____ in the Anchorage Marina, located adjacent to the 2400 and 2500 blocks of Boston Street in the City of Baltimore, State of Maryland, free and clear of all liens, judgments, pledges, security interests and any other encumbrances of any kind whatsoever.

TO HAVE AND TO HOLD THE SAME UNTO THE BUYER, and the Buyer's personal representatives or successors and assigns, forever.

AND THE SELLER covenants and agrees to and with the Buyer that the Seller is the lawful owner of the aforementioned property, has complete, unrestricted right to sell the same herein provided, and warrants and defends the same against lawful claims and demands of all persons, firms, associations and corporation.

IN WITNESS WHEREOF, the Seller has caused these presents to be signed, sealed and delivered in this _____ day of _____, 20_____

Seller Signature: _____

Print: _____

Co-Seller, Signature (if applicable):

Initials of Buyer _____

You may use this bill of sale or create your own.

Assignment Separate from Certificate and Irrevocable Stock Power

(Seller Completes and Signs)

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, and convey to ANCHORAGE MARINA, INC., a Maryland cooperative corporation (the "corporation"), one (1) share of the authorized, issued, and outstanding stock of the Corporation standing in the name of the undersigned on the books of the Corporation, as represented by Certificate No. _____ (the "Certificate").

The undersigned warrants that he or she has good and merchantable title to the Certificate free and clear of all liens, claims, charges and encumbrances.

The undersigned does hereby irrevocably constitute and appoint the President of the Corporation as attorney to transfer the said stock on the books of the Corporation, with full power of substitution in the premises.

Seller Signature: _____

Print: _____

Co-Seller, Signature (if applicable): _____

Print: _____

Initials of Buyer _____

Lost Certificate Affidavit

(Seller Completes and Signs if no Stock Certificate present)

The undersigned is/are the owner of one (1) share of Stock in Anchorage Marina, Inc., a Maryland cooperative corporation (the "Corporation") represented by share certificate number _____ (the "Certificate"), which Certificate the undersigned represents has been lost, stolen or destroyed, or which may never have come into the possession of the undersigned.

The undersigned agrees to indemnify and hold harmless the Corporation from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges counsel fees and other expenses, of every nature and character, which the Corporation at any time sustains or incurs as a result of the issuance of a new certificate for the share of stock referenced above.

The undersigned hereby swears and affirms under penalty of perjury that the representation contained herein are true, and that the facts sworn by the undersigned represent matters in which the undersigned is competent and qualified to secure as evidence.

AS WITNESS, my hand and seal as of the _____ day of _____, 20_____.

Seller Signature: _____

Print: _____

Co-Seller, Signature (if applicable): _____

Print: _____

Initials of Buyer _____

(Buyer Completes Remaining Pages)

Slip No: _____

Buyer Contact Information & Slip Status:

Name: _____

Address: _____

City/State/Zip: _____

Home Phone: _____ Cell Phone: _____ Other: _____

Email: _____

REQUIRED FOR IMPORTANT NOTICES

Emergency Contact:

Name: _____ Relationship: _____

Address: _____

City, State, Zip: _____ Phone Number: _____

Slip Status: (Please Choose One)

☐ Owner Occupied / ☐ Owner Rented / ☐ Marina Managed

Vessel Information:

Name: _____ (Choose One) ☐ Power -or- ☐ Sail Year _____

LOA: _____ Beam: _____ Draft: _____ (Choose One) ☐ Fiberglass -or- ☐ Wood

(INCLUDING BOW SPRINT AND SWIM PLATFORM)

Shore Power Requirements: ☐ 50 Amp ☐ 30 Amp ☐ 2-30 Amp
(PLEASE CHOOSE ONE)

Insurance Certificate and Registration Information must be updated yearly (Please Choose One):

Do you have at least \$300,000 in liability coverage? ☐ Yes -or- ☐ No

Initials of Buyer _____

Consent for Anchorage Marina, Inc. Background Inquiry

I, _____ (print name), do hereby consent to a comprehensive background review and do hereby affirm that the information contained herein is accurate and truthful. I acknowledge that I am seeking membership in a cooperative entity and approval by Anchorage Marina, Inc. is discretionary. The content of this document will remain confidential and used strictly for purposes of qualifying membership.

Name: _____

Residence Address: _____

Social Security Number: _____ - _____ - _____

Date of Birth: ____/____/____

Employer Name & Address: _____

Have you ever filed for bankruptcy protection? If so, please provide date & disposition of claim

Have you ever been convicted of a crime? If so, provide date, jurisdiction and specific crime

Are you currently subject to any tax lien? If so, identify nature and extent thereof

Are you currently subject to any civil judgement? If so, identify the nature and extent thereof

I solemnly affirm under the penalties of perjury and upon personal knowledge that the content of the foregoing paper are true

Signature

Date

Initials of Buyer _____

Exclusive Slip Agreement

THIS EXCLUSIVE SLIP AGREEMENT (this "Agreement") is made and entered into on _____, 20____ by and between Anchorage Marina, Inc. (the "Corporation"), a Maryland cooperative corporation having its principal office and place of business at 2501 Boston Street, Baltimore, MD 21224, and the undersigned individual having a residence at ("Member").

Recitals:

- A. The Corporation has been founded for the purpose of owning and operating a cooperative marina facility for the benefit of its members located at 2501 Boston Street, Baltimore, MD 21224 (the "Marina"), pursuant to Articles of Incorporation filed with the Maryland State Department of Assessments and Taxation, its Bylaws (the "Bylaws"), and Rules and Regulations adopted by its Board of Directors (the "Marina Rules"), as the same may be amended from time to time; and
- B. Member desires to become the owner and holder of one (1) share of the capital stock of the Corporation, entitling Member to an exclusive, but revocable and encumbered, right to use and occupy that certain boat slip in the Marina known as Slip No. (the "Slip") subject to the terms and conditions of this Agreement.

Article I

Member's Rights of Use

Section 1.1 Provided that the conditions set forth in Section 4.3 are satisfied, Member is hereby granted an exclusive, revocable, and encumbered license to: (I) dock a boat in the Slip, (II) use for ingress and egress purposes only, the finger piers in the Marina, in common with the members of the Corporation, and (III) use the Marina common areas and facilities, in common with the members of the Corporation (collectively, the "Slip Rights").

Section 1.2 All of the rights and privileges enumerated in this Article I shall be subject to Member's faithful observance and compliance with the Bylaws, Marina Rules, and applicable law. Member also acknowledges and agrees that all of the Slip Rights are subject to: (A) The rights of other members of the Corporation and the occupants of the other slips in the Marina, (B) any and all mortgages and encumbrances against the piers, common areas, and facilities of the Marina, (C) building, zoning, and

Initials of Buyer _____

planning laws and regulations, (D) the rights of the United States and the State of Maryland in the navigable waters of the Patapsco River, and (E) the terms and conditions of existing or future permits from the -U.S. Army Corps of Engineers, the Maryland Department of Natural Resources, or any other agency having jurisdiction over the Marina.

Article II

Monthly Cooperative Fees and Special Charges

Section 2.1 Member agrees to pay to the Corporation the annual assessment of cooperative fees levied against the Slip, together with such other costs, fees, and expenses as may be authorized by the membership or the Board of Directors from time to time to meet the expenses of the Corporation or Marina (including, but not limited to, any reserves or contingencies therefor) (collectively, the "Annual Assessment"). The Annual Assessment levied against the Slip for the current calendar year is Dollars (\$).

Section 2.2 Member hereby acknowledges and agrees that the Annual Assessment shall be payable in four (4) equal quarterly installments each of which shall be due upon receipt of the invoice therefor. Any quarterly installment of the Annual Assessment which is not paid by the expiration of fifteen (15) days from the date of the invoice therefor shall be subject to a late charge and bear interest as provided in the Bylaws.

Section 2.3 Member further acknowledges and agrees that the Annual Assessment includes a proportionate share of the annual real estate taxes assessed against the Corporation by Baltimore City and the State of Maryland with respect to all of the boat slips in the Marina. The Annual Assessment also includes, among other things, a proportionate share of the premiums for property and liability insurance coverage and charges for electrical services for the piers, common areas, and facilities of The Marina; however, the Annual Assessment will *not* include premiums for property and liability insurance coverage for any boat in the Slip or any other personal property of Member or other occupant of the Slip, nor will the Annual Assessment include charges for telephone, cable, electrical, or any other service to the Slip, all of which are Member's sole responsibility.

Section 2.4 As security for Member's obligations to pay the Annual Assessment and the Charges (defined below), Member hereby grants to the Corporation a security interest under Title 9 of the Commercial Law Article of the Annotated Code of Maryland in the Interest (defined below), the cash and non-cash proceeds thereof, and all rents and accounts resulting from the lease of the Slip, if any (collectively, the "Collateral"). Member hereby irrevocably appoints the President of the Corporation as his attorney-in-fact with full power and authority to file a Financing Statement at the Members expense to perfect the Corporation's security interest in the Interest.

Initials of Buyer _____

Section 2.5 Member agrees to pay to the Corporation a fee for each calendar month in which any lessee of the Slip occupies a vessel at the Slip for any period of time as a Liveaboard as defined by the Board of Directors. Currently the Live Aboard Fee is One Hundred Dollars (\$100.00) per applicable month. Fees and definition may change from time to time as set forth by the Board of Directors.

Section 2.6 All electric will be metered throughout each quarter, and billed at a rate of \$0.15 per kilowatt hour, with a minimum of \$40 per quarter.

Article III

Covenants Of Member

Section 3.1 In addition to any covenants of Member set forth elsewhere in this Agreement, Member covenants and agrees as follows:

Section 3.1.1 To pay all fees, special charges, and any other sums due hereunder or under the Bylaws in a timely manner

and without any deduction, set off, or claim which the Member may have against the Corporation.

Section 3.1.2 To strictly observe and comply with the Bylaws and Marina Rules as they may be amended from time to time.

Section 3.1.3 To observe and comply with all laws and regulations and other governmental requirements applicable to the Corporation, Marina, and the Slip.

Section 3.1.4 To promptly pay the Live Aboard Fees, if any, all charges for electrical, telephone, cable TV, or any other service to the Slip, as well as any other fee, charge, interest, or penalty payable by Member (collectively, the "Charges").

Section 3.1.5 Not commit or permit any public or private nuisance in the Slip, piers, or the Marina (or its common areas (e.g., parking lot)), and to ensure that each licensee, invitee, and agent complies with all of the terms of this Agreement and the Marina Rules.

Section 3.1.6 Not to make any improvements or repairs to any piers or any portion of the Marina, it being understood that the sole responsibility for the maintenance, repair, and improvement thereof shall be upon the Corporation.

Section 3.1.7 Not to permit or suffer anything to be done or kept in or on the Slip or piers that will increase the rate of insurance on the Marina, the Slip, the piers, or their contents.

Section 3.1.8 Not to use unreasonably large quantities of water. The Board of Directors may require the Member to

Initials of Buyer _____

install a meter or submeter, or to pay the cost of a meter, to measure water usage at the Slip, or may make such other adjustments as it determines, in its reasonable discretion, to accurately reflect excessive water usage by the Member.

Section 3.1.9 To permit agents and employees of the Corporation, and, with the approval of the Corporation, the employees of any contractor, utility company, governmental authority, or others, to enter the Slip or any boat located in the Slip, or any storage space assigned to Member, at any reasonable hour of the day if advance notice is given, or at any time and without notice for the purpose of personally delivering notice to Member or to undertake any required work in any part of the Marina or piers.

Section 3.1.10 To assume sole responsibility and liability for the care or supervision of the Slip, any boat in the Slip, and any storage space assigned to Member, and for the conduct and negligence of Member's lessees, invitees, and agents.

Section 3.1.11 Member represents and warrants to the Marina that any vessel placed in the Slip will be in seaworthy condition and has a working engine in good running condition, and will maintain the vessel as such.

Article IV

Leases, Licenses, Transfers

Section 4.1 Member may not assign, sell, lease, license, or otherwise transfer or convey all or any part of the Interest; except, however, Member may lease the Slip if approved in advance by the Board of Directors. The liability of Member under this Agreement and the Bylaws shall continue notwithstanding any lease of the Slip or other transfer. Member shall be responsible for any and all costs, fees, and expenses incurred by the Corporation in connection with any transfer or conveyance of any portion of the Interest, including but not limited to, attorneys' fees. All leases of the Slip shall be on the terms and conditions set forth in the Corporation's Slip Rental Agreement, and shall be subject to all of the covenants, conditions, and provisions of this Agreement, the Bylaws, and the Marina Rules. Any lease of the Slip shall terminate upon termination of this Agreement.

Section 4.2 Member hereby acknowledges and agrees that the share of capital stock of the Corporation issued to Member represents all of Member's voting, economic, and other rights as a member of the Corporation (the "Share Rights"). Member further agrees that the Share Rights and the Slip Rights represent all of Member's rights, title, and interests in and to the Corporation, Marina, and Slip (collectively, the "Interest"), and, except as set forth in Section 4.1 above, each and all of which shall be deemed appurtenant to the other and non-severable.

Section 4.3 If Member desires to assign the Interest in its entirety, Member must give the Board of Directors advance written notice of the proposed transfer including the name, home address, business address, home telephone number, work telephone number, and description of the boat (if any) of the proposed transferee and complete all other requirements implemented by the Board of Directors from time to time. If the Board of Directors approves the proposed transfer, it will not become effective until: (I) Member has paid the Corporation all unpaid Charges, quarterly installments of the Annual Assessment, and any accrued late charges and interest, (II) all legal fees and expenses of the Corporation related to the transfer, as well as an administrative fee for processing the transfer, have been paid in full, and (III) the transferee has been determined creditworthy and has signed and delivered all agreements and documents required by the Board of Directors.

Initials of Buyer _____

Article V

Default by Member

Section 5.1 In the event that Member is in default of any obligation under this Agreement, the Bylaws, and/or the Marina Rules, the Corporation shall cause a written notice of such default to be delivered to Member. If the default has not been cured by the expiration of thirty (30) days from the date of the notice of the default, the Corporation may terminate this Agreement and/or any or all of the Slip Rights and Share Rights. Member acknowledges and agrees that, notwithstanding any such termination of the Agreement or the Rights, Member nevertheless shall continue to be liable for the payment of all Annual Assessments and Charges.

Section 5.2 Until Member's default is cured, the Corporation shall have the right to lease the Slip, demand payment of, collect, and use all rentals due from any tenant of the Slip, and/or require attornment, and apply all rental income therefrom to the payment of all monies due and owing the Corporation by Member. Notwithstanding any lease or payments from any tenant, Member shall hold the Corporation harmless for any liability associated with such remedies.

Section 5.3 If the default of Member has not been cured within ninety (90) days of the Corporation's notice of default, the Corporation shall then have the right to cause the Interest to be sold at foreclosure sale, subject to the rights of any Share Lender. Member hereby agrees that written notice of a foreclosure sale of the Interest delivered to him at least ten (10) days prior to such sale shall be deemed "reasonable" for purposes of section 9-611 of the Commercial Law Article of the Annotated Code of Maryland.

Section 5.4 The provisions of this Article V are not intended to limit in any way any rights and remedies which the Corporation may have as a consequence of a default by Member under this Agreement, the Bylaws, the Marina Rules, or at law or equity.

Section 5.5 Member further acknowledges and agrees that, in the event Member is delinquent in the payment of any quarterly installment(s) of the Annual Assessment or Charges, or Member has failed to cure a breach of any of the Marina Rules, Member shall not be eligible to vote at any meetings of the Membership of the Corporation, nor shall Member be eligible to serve as a member of the Board of Directors, and the Corporation may suspend Member's access to and use of the Marina, including, but not limited to, its common areas. Member acknowledges and agrees that, notwithstanding any such ineligibility to vote, serve as a director, or suspension, Member shall continue to be liable for the payment of all Annual Assessments and Charges.

Section 5.6 It is agreed that the failure of the Corporation to insist in any one or more instance upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained or the waiver of any covenant, shall not be construed as a waiver of any succeeding breach of such covenant or a relinquishment for the future of such option, but the same shall continue and remain in full force and effect.

Section 5.7 It is agreed that the Corporation may pursue any of its remedies in this Agreement or the Bylaws, or which may be allowed at law or in equity, either separately or concurrently, and that any and all of its rights and remedies are cumulative and alternative, and shall not be exhausted by the exercise thereof, on one or more occasions.

Article VI

Casualty Damage; Waiver of Subrogation

Section 6.1 In the event of damage by fire or other casualty to the Marina and/or piers, the Board of Directors shall promptly cause such damage to be repaired in accordance with the Bylaws; and, payment

Initials of Buyer _____

of the next ensuing quarterly installments of the Annual Assessment shall abate wholly or partially, as determined by the Board of Directors, based on the extent to which use of the Slip is affected by such casualty, until the Marina and/or the piers have been restored.

Section 6.2 Neither the Corporation nor Member shall be liable to the other for the loss or damage caused by a risk covered by insurance maintained by the party suffering such loss or damage. Notwithstanding this waiver of subrogation, the same shall not be deemed to apply or to extend to Member's lessees or licenses.

Article VII

Duration

Section 7.1 The term of this Agreement shall commence upon the date hereof and continue in perpetuity unless terminated upon the occurrence of any of the following events: (I) a termination elected by the Corporation upon a default by Member pursuant to Article V hereof, (II) a transfer of Member's Interest, or (III) a condemnation of the Slip, as described in Article XVII of the Bylaws.

Section 7.2 In the event of a suspension of all or any portion of the Interest by virtue of a default by Member, Member may cause the suspension to be revoked and revive the rights suspended by curing all defaults and making payment of all current quarterly installments of the Annual Assessment and of all Chargers. Similarly, in the event of a termination of all or any portion of the Interest by virtue of a default by Member, Member may cause the rights to be reinstated by curing all defaults and making payment of all current quarterly installments of the Annual Assessment and of all Chargers, and by paying any applicable reinstatement fee. If such defaults are not cured and the Interest is sold at auction, the termination of Member's rights under this Agreement shall thereupon become final.

Article VIII

Notices

Section 8.1 Whenever the provisions of law, this Agreement, or the Bylaws require notice to be given to either party hereto, any notice to Member shall be deemed to have been given, and any demand by the Corporation on Member shall be deemed to have been made, if the same is delivered to Member at the address on the last page of this Agreement; and any notice or demand by Member to the Corporation shall be deemed to have been given if delivered to the address on the first page of this Agreement, Attention to the President of the Corporation. Any notice to be given under this Agreement must be delivered either by hand delivery or by Federal Express (or other comparable delivery service) or by certified mail, return receipt requested. Notice shall be deemed given on the date of delivery.

Article IX

Indemnification

Section 9.1 Member hereby agrees to indemnify the Corporation, its directors, employees, and members, and hold each of the foregoing harmless, from and against any and all claims, liability, loss or expense, and for injuries to persons (including death) or damage to property, arising out of the use or occupancy of the Slip or the use of the piers or any other area of the Marina by Member or by any licensee, invitee, or agent of Member, or any of their respective family members, or arising out of any act or omission of Member or by any licensee, invitee, or agent of Member, or any of their respective family members. Any amounts due and payable to the Corporation under this Section 9.1 shall be part of

Initials of Buyer _____

the "Charges" due from Member and payable upon demand. Member's obligations under this Article IX shall survive the termination of this Agreement, Member's rights under this Agreement, and/or the sale at auction of the Interest.

Article X

Miscellaneous

Section 10.1 This Agreement may not be assigned by Member.

Section 10.2 This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

Section 10.3 In the event of a conflict between the provisions of this Agreement and the Bylaws, the Bylaws shall control.

Section 10.4 In the event any of the provisions of this Agreement are found to be invalid or otherwise ineffective, the other provisions of this Agreement shall remain in full force and effect.

(Proceed to Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have caused this slip agreement to be signed and delivered as of the day and year first above written.

Anchorage Marina, Inc.

General Manager/President

Member

(Member's Signature)

(Member's Printed Name)

Member's Address (residence):

Member's Mailing Address (if different):

Initials of Buyer _____