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U.S. DISTRICT COURT
DISTRICT OF MARYLAND



U.S. Department of Justice

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United States Attorney
District of Maryland

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December 8, 2015

Elizabeth G. Oyer
Assistant Federal Public Defender
100 S. Charles Street
9th Floor, Tower II
Baltimore, MD 21201

Re: United States v. Samuel R. VanSickle
Criminal No. MJG 14-071

Dear Ms. Oyer:

This letter, together with the Sealed Supplement, confirms the plea agreement which has been offered to the defendant by the United States Attorney's Office for the District of Maryland ("this Office"). If the defendant accepts this offer, please have him execute it in the spaces provided below. If this offer has not been accepted by **December 11, 2015**, it will be deemed withdrawn. The terms of the agreement are as follows:

Offense of Conviction

1. The defendant agrees to plead guilty to Count 1 of the Superseding Indictment which charges him with conspiracy to commit bank fraud, in violation of 18 U.S.C. § 1349. The defendant admits that he is, in fact, guilty of that offense and will so advise the Court.

Elements of the Offense

2. The elements of the offense to which the defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows:

a. First, that there was a scheme or artifice to defraud or to obtain money or property by materially false and fraudulent pretenses, representations or promises, as alleged in the Superseding Indictment;

b. Second, that the defendant knowingly and willfully conspired and agreed with at least one other person to participate in the scheme to defraud;

c. Third, that the scheme was directed at financial institutions with insurance of accounts by the Federal Deposit Insurance Corporation.

Penalties

3. The maximum sentence provided by statute for the offense to which the defendant is pleading guilty is as follows: thirty (30) years imprisonment, a term of supervised release of up to five (5) years, and a fine of \$1 million, or an alternative fine of twice the gross gain or loss from the offense. In addition, the defendant must pay \$100 as a special assessment pursuant to 18 U.S.C. § 3013, which will be due and should be paid at or before the time of sentencing. The Court may also order him to make restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664. If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. § 3572(d), the Court orders otherwise. The defendant may also be required to forfeit the proceeds of the offense or substitute property. 18 U.S.C. §982(a)(2). The defendant understands that if he serves a term of imprisonment, is released on supervised release, and then violates the conditions of his supervised release, his supervised release could be revoked - even on the last day of the term - and the defendant could be returned to custody to serve another period of incarceration and a new term of supervised release. The defendant understands that the Bureau of Prisons has sole discretion in designating the institution at which the defendant will serve any term of imprisonment imposed.

Waiver of Rights

4. The defendant understands that by entering into this agreement, he surrenders certain rights as outlined below:

a. If the defendant had persisted in his plea of “not guilty,” he would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the defendant, this Office, and the Court all agreed.

b. If the defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the defendant could be found guilty of any count. The jury would be instructed that the defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the defendant went to trial, the government would have the burden of proving the defendant guilty beyond a reasonable doubt. The defendant would have the right to confront and cross-examine the government’s witnesses. The defendant would not have to present any defense witnesses or evidence whatsoever. If the defendant wanted to call witnesses in his

defense, however, he would have the subpoena power of the Court to compel the witnesses to attend.

d. The defendant would have the right to testify in his own defense if he so chose, and he would have the right to refuse to testify. If he chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from his decision not to testify.

e. If the defendant were found guilty after a trial, he would have the right to appeal the verdict and the Court's pretrial and trial decisions to see if any errors were committed which would require a new trial or dismissal of the charges against him. By pleading guilty, the defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the defendant understands that he may have to answer the Court's questions both about the rights he is giving up and about the facts of his case. Any statements the defendant makes during such a hearing would not be admissible against him during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the defendant's plea of guilty, there will be no further trial or proceeding of any kind, and the Court will find him guilty.

h. By pleading guilty, the defendant will also be giving up certain valuable civil rights including the right to bear arms, to vote and to hold certain licenses.

Advisory Sentencing Guidelines Apply

5. The defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551-3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

6. This Office and the defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A hereto which this Office would prove beyond a reasonable doubt and to the following applicable sentencing guidelines factors:

a. The parties agree and stipulate that the base offense level is 7, pursuant to U.S.S.G. § 2B1.1(a)(1);

b. The parties stipulate and agree that sixteen (16) levels should be added, pursuant to U.S.S.G. § 2B1.1(b)(1)(I) because the foreseeable loss to the financial institutions was more than \$1,500,000 but less than \$3,500,000.

c. Because the defendant derived more than \$1,000,000 in gross receipts from one or more financial institutions as a result of the offense, the base offense level is increased by 2 levels, U.S.S.G. §2B1.1(b)(16);

d. This Office does not oppose a two-level reduction in the defendant's adjusted offense level, based upon the defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for his criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional one-level decrease in recognition of the defendant's timely notification of his intention to plead guilty. This Office may oppose any adjustment for acceptance of responsibility if the defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offense; (c) gives conflicting statements about his involvement in the offense; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw his plea of guilty.

Guidelines Factors Not Stipulated

e. This Office and the Defendant agree that the following facts and/or sentencing guidelines factors are in dispute:

(i) This Office will argue that two (2) levels should be added because the defendant was the leader, organizer, or manager of the criminal activity pursuant to U.S.S.G. §3B1.1(c).

(ii) This Office will argue that two (2) levels should be added for obstruction of justice arising from the defendant's claim to be incompetent pursuant to U.S.S.G. §3C1.1.

7. The defendant understands that there is no agreement as to his criminal history or criminal history category, and that his criminal history could alter his offense level.

8. This Office and the defendant agree that with respect to the calculation of the advisory guidelines range, no other sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines will be raised or are in dispute. The defendant is free to argue for a variance under 18 U.S.C. § 3553 and in fact, intends to ask the Court for a variant sentence. The Government reserves the right to oppose any request(s) for a variance made by the defendant.

Obligations of the United States Attorney's Office

9. At the time of sentencing, this Office will recommend a sentence which it deems appropriate pursuant to 18 U.S.C. §3553(a), which will not be higher than the advisory

guidelines range, restitution and forfeiture as outlined below, will recommend against a fine, and will move to dismiss Counts 2-10 of the Superseding Indictment and the Indictment.

10. The parties reserve the right to bring to the Court's attention at the time of sentencing, and the Court will be entitled to consider, all relevant information concerning the defendant's background, character and conduct, including uncharged conduct.

Restitution

11. The defendant and this Office stipulate that this is a case in which a restitution order is mandatory pursuant to 18 U.S.C. 3663A(c)(1), and that the loss to the victim financial institutions is the amount of the loans minus the recovery from foreclosure and sale of the collateral. The amount for restitution will be **\$2,755,102.50** owed as follows:

Property	Lender	Loan	Recovered from Collateral	Loss (Loan minus Recovery)
Deep Creek	K Bank	\$2,026,000	\$1,306,908	\$719,092
Red Run	BB&T	\$1,725,000	\$1,028,483	\$696,517
Cheat Lake	Sky Bank (now Huntington Bank)	\$2,491,409.51	\$ 875,000 & \$ 233,799	\$1,339,493.50
Total		\$6,242,409.51	\$3,444,190	\$2,755,102.50

Collection of Financial Obligations

12. The defendant expressly authorizes this Office to obtain a credit report in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

13. In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees to disclose fully all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a nominee or other third party.

14. The defendant will promptly submit a completed financial statement to this Office, in a form this Office prescribes and as it directs. The defendant promises that the financial statement and disclosures will be complete, accurate and truthful, and understands that any willful falsehood on the financial statement will be a separate crime and may be punished under 18 U.S.C. § 1001 by an additional five years' incarceration and fine.

Forfeiture

15. The defendant agrees to forfeit to the United States all of his right, title, and interest in any and all money, property, or assets of any kind, derived from or acquired as a result of, or used to facilitate the commission of, the defendant's illegal activities, including the following:

a. A money judgment in the amount of proceeds from the offense, which is **\$2,755,102.50**;

b. All the defendant's right, title and interest in the properties listed in the attached Schedules A and B up to the value of the money judgment.

c. All the defendant's right, title and interest in the property held in Fayette County, Pennsylvania in the name of Daniel Thomas with a mortgage to Dorothy Bolyard, which the defendant deeded to Daniel Thomas on January 30, 2012, Book 3176, Page 1648.

16. The defendant agrees to assist fully the United States in the forfeiture of the foregoing assets. The defendant agrees to take all steps necessary to pass to the United States clear title to these assets, including but not limited to executing any and all documents necessary to transfer his interest in any of the above property to the United States, assisting in bringing any assets located outside the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden or otherwise made unavailable for forfeiture. The defendant further agrees that he will not assist a third party in asserting a claim to the assets in Schedule A in an ancillary proceeding. The defendant reserves the right to assist his relatives in an ancillary proceeding as to the assets in Schedule B. The United States agrees that it will petition the Attorney General to pay the forfeited sums to the victim financial institutions to reduce the restitution amounts.

17. The defendant knowingly waives all constitutional, legal and equitable defenses to the forfeiture of the foregoing assets in Schedules A and B. It is further understood that, in the event that the United States files a civil action pursuant to 18 U.S.C. § 981 or any law enforcement agency initiates a forfeiture proceeding seeking to forfeit these assets, the defendant will not file a claim with the Court or agency or otherwise contest such a forfeiture action and will not assist a third party in asserting any such claim as to the assets in Schedule A. It is further understood that the defendant will not file or assist anyone in filing a petition for remission or mitigation with the Department of Justice concerning the forfeited assets as to the assets in Schedule A but may do so with respect to the assets in Schedule B.

18. The defendant agrees to identify all other assets and identify the sources of income used to obtain all other assets, including identifying all assets derived from or acquired as a result of, or used to facilitate the commission of, any crime charged in the Superseding Indictment. The United States reserves the right to proceed against any remaining assets not identified in this agreement, including any property in which the defendant has any interest or control.

19. This Office agrees to recognize the interest of the defendant's relatives¹ in property subject to forfeiture pursuant to this agreement as follows. This Office agrees that the

¹ The "relatives" of the defendant are identified as Daniel Thomas, David and Carolyn Thomas, and Mary VanSickle. DAT Contracting is a company owned by David and Carolyn Thomas and is encompassed within the definition of "relatives."

Defendant's relatives are entitled to a percentage of the net proceeds of the sale of properties listed on Schedule B equal to the percentage of the initial purchase money of the property that the relatives paid using their own personal funds. The parties agree that "net proceeds" equals the proceeds from the sale after payments for outstanding taxes and expenses of custody and sale incurred by the United States Marshals Service have been deducted. The relatives will have to present evidence to this Office of the nature and extent of their personal investment. If this Office does not reach the conclusion regarding the investment sought by the relatives, they may proceed in federal district court with the filing of a claim in the ancillary proceeding in this criminal case, which is their right under federal law.

Waiver of Appeal

20. In exchange for the concessions made by this Office and the defendant in this plea agreement, this Office and the defendant waive their rights to appeal as follows:

a. The defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or otherwise, to appeal his conviction;

b. The defendant and this Office do not waive their appeal rights pursuant to 18 U.S.C. § 3742 or otherwise, to appeal whatever sentence is imposed.

21. Nothing in this agreement shall be construed to prevent the defendant or this Office from invoking the provisions of Federal Rule of Criminal Procedure 35(a), or from appealing from any decision thereunder, should a sentence be imposed that resulted from arithmetical, technical, or other clear error.

22. The defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

Obstruction or Other Violations of Law

23. The defendant agrees that he will not commit any offense in violation of federal, state or local law between the date of this agreement and his sentencing in this case. In the event that the defendant (i) engages in conduct after the date of this agreement which would justify a finding of obstruction of justice under U.S.S.G. § 3C1.1, or (ii) fails to accept personal responsibility for his conduct by failing to acknowledge his guilt to the probation officer who prepares the Presentence Report, or (iii) commits any offense in violation of federal, state or local law, then this Office will be relieved of its obligations to the defendant as reflected in this agreement. Specifically, this Office will be free to argue sentencing guidelines factors other than those stipulated in this agreement, and it will also be free to make sentencing recommendations other than those set out in this agreement. As with any alleged breach of this agreement, this Office will bear the burden of convincing the Court of the defendant's obstructive or unlawful behavior and/or failure to acknowledge personal responsibility by a preponderance of the

evidence. The defendant acknowledges that he may not withdraw his guilty plea because this Office is relieved of its obligations under the agreement pursuant to this paragraph.

Court Not a Party

24. The defendant expressly understands that the Court is not a party to this agreement. In the federal system, the sentence to be imposed is within the sole discretion of the Court. In particular, the defendant understands that neither the United States Probation Office nor the Court is bound by the stipulation set forth above, and that the Court will, with the aid of the Presentence Report, determine the facts relevant to sentencing. The defendant understands that the Court cannot rely exclusively upon the stipulation in ascertaining the factors relevant to the determination of sentence. Rather, in determining the factual basis for the sentence, the Court will consider the stipulation, together with the results of the presentence investigation, and any other relevant information. The defendant understands that the Court is under no obligation to accept this Office's recommendations, and the Court has the power to impose a sentence up to and including the statutory maximum stated above. The defendant understands that if the Court ascertains factors different from those contained in the stipulation set forth above, or if the Court should impose any sentence up to the maximum established by statute, the defendant cannot, for that reason alone, withdraw his guilty plea, and will remain bound to fulfill all of his obligations under this agreement. The defendant understands that neither the prosecutor, nor his counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the defendant will receive. The defendant agrees that no one has made such a binding prediction or promise.

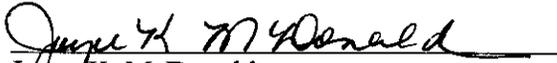
Entire Agreement

25. This letter supersedes any prior understandings, promises, or conditions between this Office and the defendant and, together with the Sealed Supplement, constitutes the complete plea agreement in this case. The defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the defendant and this Office other than those set forth in this letter and the Sealed Supplement and none will be entered into unless in writing and signed by all parties.

If the defendant fully accepts each and every term and condition of this agreement, please sign and have the defendant sign the original and return it to me promptly.

Very truly yours,

Rod J. Rosenstein
United States Attorney


Joyce K. McDonald
Philip A. Selden
Assistant United States Attorneys

I have read this agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

12/10/15
Date


Samuel R. VanSickle

I am Mr. VanSickle's attorney. I have carefully reviewed every part of this agreement, including the Sealed Supplement, with him. He advises me that he understands and accepts its terms. To my knowledge, his decision to enter into this agreement is an informed and voluntary one.

12/10/15
Date


Elizabeth G. Oyer, Esq.

ATTACHMENT A: Factual Stipulation

The parties hereby stipulate and agree that had this matter gone to trial, the government would have proven the following facts through competent evidence beyond a reasonable doubt. The parties also stipulate and agree that the following facts do not encompass all of the evidence that would have been presented had this matter gone to trial.

From at least December 2001 to May 2005, Samuel R. VanSickle (hereafter “VanSickle”) and Louis W. Strosnider, III (hereafter “Strosnider”) conspired to commit bank fraud and executed a bank fraud scheme by fraudulently obtaining real estate loans from banks in connection with the sale of properties controlled by VanSickle to Strosnider. VanSickle concealed his role as seller of the properties and recipient of the sales proceeds through fictitious identities such as “Donald Blunt, Trustee for Gospel Church”; “Donald Blunt, Trustee for Freedom Church”; “Equity Exchange”; “Unity Mortgage”; “Jacob Aiken”; and “Allen Helms.” The scheme to defraud also involved fictitious down payments, inflated collateral, and false contracts.

State Park Road Property at Deep Creek Lake

In December 2001, VanSickle purchased in his own name 5.87 acres on State Park Road at Deep Creek Lake in Garrett County, Maryland from the State of Maryland for \$199,000. In March 2002, VanSickle deeded the State Park Road property to a company called Mountain Top, LLC, for \$100. Mountain Top was a company belonging to JSJ, but VanSickle continued to control the property. In July 2003, VanSickle negotiated with Strosnider for Strosnider to purchase the property for \$2.9 million; however, the contract for the sale of real estate was between Strosnider and JSJ. The contract stated that Strosnider had paid a non-refundable deposit of \$1 million to “Equity Exchange” for the State Park Road property and that the sale would be conducted by Mountain Top as a tax-free exchange.

In fact, Strosnider had not paid the \$1 million down payment as recited in the sales contract. Instead, VanSickle faked the down payment by using funds in a bank account he controlled, in the name of “Unity Mortgage,” at First United Bank and Trust to purchase a cashier’s check in the amount of \$1 million, caused the \$1 million cashier’s check to be made payable to Equity Exchange, and caused the remitter to be falsely shown as Strosnider’s company, “Stoney [sic] Brook Developments”—which Vansickle misspelled.

In August 2003, at the encouragement of VanSickle, Strosnider through a loan broker applied to K Bank for a loan of \$2 million to purchase the State Park Road property from Mountain Top. Strosnider provided a copy of the fake down payment check to K Bank along with a letter purportedly signed by “Allen Helms,” who stated that he was the managing officer of Unity Mortgage. VanSickle dictated the letter to Strosnider, which represented to K Bank that Unity Mortgage had paid the \$1 million down payment check to Equity Exchange because Unity Mortgage owed Stony Brook, Strosnider’s company, for services provided over the past three years. In fact, “Unity Mortgage” was not a legitimate business but was a name on a VanSickle bank account. Unity Mortgage did not owe \$1 million to Strosnider or any of his companies. The facts surrounding the fictitious down payment and the false letter were material to K Bank officials.

In August 2003, K Bank agreed to loan \$2,026,000 to Strosnider to purchase the Deep Creek Lake property from Mountain Top. In September 2003, Strosnider attended a settlement where the sales proceeds of the settlement were disbursed not to the record owner of the property, Mountain Top, but instead Angela Blythe, the settlement attorney, issued a check to First United Bank to purchase a cashier’s check for \$1,902,258.34 payable to Equity Exchange, the name on a bank account controlled by VanSickle.

On September 26, 2003, VanSickle deposited the \$1,902,258.34 cashier's check into his bank account called "Samuel R. Vansickle d/b/a/ Equity Exchange" at Farmers & Merchants Bank. On September 27, 2003, the day after the settlement, VanSickle paid \$300,000 from the Equity Exchange bank account at Farmers & Merchants Bank to Strosnider, and on November 12, 2003, VanSickle paid an additional \$200,000 from the Equity Exchange bank account at Farmers & Merchants Bank to Strosnider. The fictitious down payment and the \$500,000 paid by VanSickle, the true seller, to the buyer had the effect of lowering the actual purchase price of the property by \$1.5 million—a material fact which VanSickle knew had not been disclosed to K Bank.

175 Red Run, Oakland, MD

In April 2002, VanSickle provided \$600,000 for the benefit of his cousin W.H.B.'s company R&R Lakeside, LLC, to purchase 175 Red Run, Oakland, Maryland for \$600,000 from McComas Beach, Inc. Red Run was a restaurant and bed and breakfast which bordered on Deep Creek Lake, Oakland, MD. In April 2003, VanSickle caused R&R Lakeside to transfer Red Run to Gospel Church, a fictitious church with a fictitious trustee purportedly named "Donald Blunt," for \$0. The address of Gospel Church was listed as Post Office Box 156, Accident, MD, a box rented by VanSickle. VanSickle used the alias "Donald Blunt, Trustee for Gospel or Freedom Church," as a name under which he could hold title and control properties without having his name on the land records.

In and around February 2004, Strosnider signed a contract to buy Red Run from Gospel Church for \$3,000,000. Strosnider signed for the contract in his own name; VanSickle signed as "Donald Blunt, Trustee for Gospel Church." According to the contract, Strosnider had placed a \$750,000 non-refundable deposit on the Red Run property in the form of the assignment of a

timber agreement for the timber on a Preston County, West Virginia property of 150 acres, more or less. There was, in fact, no merchantable timber on the West Virginia property since the West Virginia property had been transferred to “Donald Blunt, Trustee for Freedom Church,” in December 2001 for \$20,000 after it had been logged over by Sisler Lumber. Van Sickle, using the identity “Donald Blunt, Trustee for Freedom Church,” then transferred the West Virginia property to Strosnider in March 2002 in a sales transaction financed by Farm Credit of the Virginias with additional collateral in the form of an A frame house on Deep Creek Lake and the Stony Brook office.

In July 2004, Strosnider through a loan broker applied to BB&T for a mortgage loan in the amount of \$2,250,000 to purchase the Red Run property from Gospel Church. VanSickle had Strosnider supply the timber-harvesting assignment of the West Virginia property as proof of Strosnider’s non-refundable \$750,000 deposit. VanSickle then supplied to Strosnider purported financial results from the operation of Red Run which Strosnider in turn supplied to BB&T.

In August 2004, VanSickle provided an additional fictitious document in order to defraud BB&T. Specifically, VanSickle provided to Strosnider, who in turn gave to BB&T, a letter from “Noble Forest Consultants” located at 114 Friendsville Road, Accident, Maryland and signed by “Paul Walsh” verifying the value of \$350,000 of timber on the Miller Tract in Garrett County, which was proposed additional collateral for the loan. VanSickle controlled the 114 Friendsville Road address. There was no “Paul Walsh” or “Noble Forest Consultants”; the Miller Tract had also been logged over. The fact that the down payment was fictitious, and that the Miller Tract had been logged over were all material facts to the lender BB&T.

In October 2004, Strosnider attended the loan closing at Blythe’s law firm office. According to the settlement statement, Strosnider as the buyer had to bring \$341,379 to the

settlement table, and BB&T loaned an additional \$1,725,000 to complete the purchase. (The remainder of the purchase price was made up of the fraudulent \$750,000 down payment.) VanSickle persuaded Blythe not to require the production of the buyer's funds to close and persuaded Blythe to pay over the sales proceeds to Unity Mortgage. Unity Mortgage did not, in fact, have a mortgage on the property. The fact that the financial transaction was falsely described in the settlement records was material to the lender. VanSickle received the sales proceeds, via Blythe, through a payment to "Unity Mortgage" of \$1,631,047.88, despite the settlement sheet's recitation that the sales proceeds were \$1,972,427.82. VanSickle transferred 50 acres to Strosnider as part of this transaction; the 50 acres are a portion of the property of Raileywood.

Cheat Lake, West Virginia

In August 2003, VanSickle made the winning bid of \$1,600,000 on the auction of 116 acres of undeveloped land on Cheat Lake, West Virginia. VanSickle used a portion of the proceeds from the fraudulent sale of State Park Road to purchase the property. The property was titled in the name of VanSickle's company, Sure Ventures, LLC. In February 2004, Strosnider signed a contract of sale between his company, Stony Brook Development, and VanSickle signed the contract on behalf of Sure Ventures, for Stony Brook to buy the Cheat Lake property from Sure Ventures for \$3,000,000. The contract falsely stated that Strosnider on behalf of Stony Brook had paid Sure Ventures a \$750,000 down payment. In February 2005, Strosnider applied on behalf of his company Stony Brook Development to Sky Bank, Cranberry Township, PA, for a loan of \$2,250,000 to complete the purchase of the Cheat Lake property from Sure Ventures, LLC, and an additional loan of \$803,740 to develop the property.

In support of the loan application, VanSickle provided Strosnider, who in turn provided to Sky Bank, a contract dated February 5, 2005, which stated that Stony Brook agreed to sell and “Advantage Contractors” (hereafter “Advantage”) promised to purchase Lot 33 from the Cheat Lake property, a 6 acre parcel which was part of the total land of 116 acres, for \$1,100,000. Lot 33 purported to be the lot closest to the lake and suitable for building a number of townhomes. The contract was material to the lender. VanSickle forged the name of David Thomas, the principal in Advantage Contractors, on the contract. In March 2005, Sky Bank agreed to loan \$3,053,740 to Stony Brook to purchase and develop the Cheat Lake property. The commitment letter relied upon the contract of sale and the contract for Lot 33 and required that at the time of the sale of Lot 33, the sales proceeds of \$1,100,000 were to be deposited in an Escrow Account to repay the loan or for costs of construction.

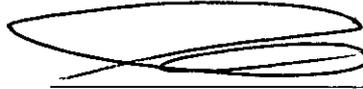
On May 11, 2005, there was a settlement in Morgantown, West Virginia. VanSickle executed documents on behalf of the seller, Sure Ventures, LLC, and received \$1,634,928.87 in proceeds on the sale of the property, and in addition, the payment of a personal debt of \$600,000. Strosnider executed documents on his own behalf and on behalf of the buyer, Stony Brook Development. The day after the settlement, VanSickle deposited the sales proceeds check payable to Sure Ventures for \$1,634,928.87 into his personal bank account at Susquehanna Bank (formerly Farmers and Merchants Bank), Oakland, MD. VanSickle then wrote two checks: check number 592 payable to “Stony Brook Properties” for \$300,000 and check number 593 payable to “Lou Strosnider” for \$150,000. These two checks and the fictitious down payment effectively lowered the purchase price on the Cheat Lake property by \$1.2 million; this fact was never disclosed to Sky Bank and was a material fact to the lender.

At the time of the mortgage loans described in this Statement of Facts, K Bank, BB&T and Sky Bank were financial institutions with insurance of accounts by the Federal Deposit Insurance Corporation. VanSickle received over \$5.7 million in sales proceeds from the fraudulent transactions.² Strosnider defaulted on all three loans. The financial institutions suffered losses as follows:

Property	Lender	Loan	Recovered from Collateral	Loss (Loan minus Recovery)
Deep Creek	K Bank	\$2,026,000	\$1,306,908	\$719,092
Red Run	BB&T	\$1,725,000	\$1,028,483	\$696,517
Cheat Lake	Sky Bank (now Huntington Bank)	\$2,491,409.51	\$ 875,000 & \$ 233,799	\$1,339,493.50
Total		\$6,242,409.51	\$3,444,190	\$2,755,102.50

I have read this agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

12/10/15
Date



Samuel R. VanSickle

I am Mr. VanSickle's attorney. I have carefully reviewed every part of this agreement, including the Sealed Supplement with him. He advises me that he understands and accepts its terms. To my knowledge, his decision to enter into this agreement is an informed and voluntary one.

12/10/15
Date



Elizabeth G. Oyer
Assistant Federal Public Defender

² This figure includes the \$600,000 paid on VanSickle's behalf at the Cheat Lake closing.

SCHEDULE A

1. **Properties in the Name of Gospel Church, PO Box 156, Accident, Maryland 21520:**
 - a. Tax Account Number Garrett County, MD 02011964: Description: 33.22 acres Trap Run Road, Map 0031, Parcel 0007.
 - b. Tax Account Number Garrett County, MD 02012332: Description: 2.74 acres Sand Spring Road, Map 0013, Parcel 0036 (1238 Noah Frazee Road)
 - c. Tax Account Number Garrett County, MD 05013453: Description: 3.25 acres Spear Road, Map 0033, Parcel 0165.

2. **Properties in the Name of Samuel R. VanSickle, PO Box 156, Accident, Maryland 21520**
 - a. Tax Account Number Garrett County, MD 18076438: Description: Lot 29, The View, Map 0057, Parcel 0558.
 - b. Tax Account Number Garrett County, MD 18076446: Description: Lot 28, The View, Map 0057, Parcel 0558.
 - c. Tax Account Number Garrett County, MD 18076454: Description: Lot 27, The View, Map 0057, Parcel 0558.
 - d. Tax Account Number Garrett County, MD 18076632: Description: Lot 10, The View, Map 0057, Parcel 0558.
 - e. Tax Account Number Garrett County, MD 18076640: Description: Lot 9, The View, Map 0057, Parcel 0558.

3. **Property in the name of Samuel R. VanSickle, 1525 Hare Hollow Road, Grantsville, Maryland.**
 - a. Tax Account Number Garrett County, MD 02012022: Description: 5 acres Trap Run Road, Map 0031, Parcel 0030.

5. **Raileywood LLC, PO Box 156, Accident, Maryland and its assets, including the following real estate:**
 - a. Tax Account Number Garrett County, MD 14031707: Description: 50 acres Lakeshore Drive, Map 0058, Parcel 0672.
 - b. Tax Account Number Garrett County, MD 18077396: Description: Lakeshore Drive, Map 0058, Parcel 759.

c. Tax Account Number Garrett County, MD 14017984: Description: 100 acres, Lakeshore Drive, Map 0058, Parcel 412.

6. **Lost Land GC, LLC, P.O. Box 156, Accident, Maryland and its assets, including the following real estate:**

a. Tax Account Number Garrett County, MD 07013760: Description: .44 acres Webers Crossing, Map 0078, Parcel 0725.

b. Tax Account Number Garrett County, MD 07013795: Description: .30 acres Webers Crossing, 110 Weber Road, Map 0078, Parcel 0725.

c. Tax Account Number Garrett County, MD 07013809: Description: .27 acres, Lot 2, Webers Crossing, Map 0078, Parcel 0725.

d. Tax Account Number Garrett County, MD 07013817: Description: .23 acres, Lot 3, Webers Crossing, Map 0078, Parcel 0725.

e. Tax Account Number Garrett County, MD 07013833: Description: .25 acres, Lot 5, Webers Crossing, Map 0078, Parcel 0725.

f. Tax Account Number Garrett County, MD 07013868: Description: .24 acres, Lot 7, Webers Crossing, Map 0078, Parcel 0725.

g. Tax Account Number Garrett County, MD 07013876: Description: .20 acres, Webers Crossing, Map 0078, Parcel 0725.

h. Tax Account Number Garrett County, MD 10006783: Description: 41.61 acres Sand Flat, Map 0066, Parcel 0092.

i. Tax Account Number Garrett County, MD 10015677: Description: 12.66 acres Sand Flat, Map 0066, Parcel 0527.

10. **Property in Somerset County, PA, in the name of Samuel R. VanSickle, P.O. Box 156, Accident, MD:**

a. Property ID No: 170002720, 325.978 acres, Deed Book 1416, page 801, Warren Mills, PA

SCHEDULE B

4. **Property in the name DAT Contracting, 1525 Hare Hollow Road, Grantsville, Maryland**
 - a. Tax Account Number Garrett County, MD 1005375: Description: 49.54 acres Turkey Neck, Map 0074, Parcel 0065.
 - b. Tax Account Number Garrett County, MD 10015383: Description: Lot 2 Altamont Springs, Map 0074, Parcel 0241.
 - c. Tax Account Number Garrett County, MD 10015413: Description: Lot 4 Altamont Springs II, Map 0074, Parcel 0238.
 - d. Tax Account Number Garrett County, MD 10004284: Description: 130 acres Altamont, Map 0080, Parcel 0035.
 - e. Tax Account Number Garrett County, MD 10004268: Description: 1.99 acres Service Area, Map 0074, Parcel 0129.
 - f. Tax Account Number Garrett County, MD 10004357: Description: 31.21 acres Altamont, Map 0074, Parcel 0135.
 - g. Tax Account Number Garrett County, MD 10007224: Description: 214 acres Altamont, Map 0080, Parcel 0029.
 - h. Tax Account Number Garrett County, MD 10007240: Description: 109 acres, Altamont, Map 0080, Parcel 0021.
 - i. Tax Account Number Garrett County, MD 10007267: Description: 256 acres, Altamont, Map 0080, Parcel 0002.
 - j. Tax Account Number Garrett County, MD 10015375: Description: 15.41 acres, Altamont Springs II, Map 0074, Parcel 241.
7. **Property in the name of Daniel A. Thomas:**
 - a. Tax Account Number Garrett County, MD 18076667: Description: Lot 7 The View, Map 0057, Parcel 0558.
8. **Property in the name of David A. and Carolyn B. Thomas**
 - a. Tax Account Number Garrett County, MD 18076373: Description: Lot 33, The View, Map 0057, Parcel 558.
9. **Property in the name of Mary VanSickle:**
 - a. Tax Account Number Garrett County, MD 18076462: Description: Lot 26 The View, Map 0057, Parcel 558.

b. Tax Account Number, Garrett County, MD 2008475: Description: 4.23 acres Trap Run, Map 0022, Parcel 0060.

c. Tax Account Number, Garrett County, MD 2008459: Description: 86.91 acres Trap Run, Map 022, Parcel 0041.

d. Tax Account Number, Garrett County, MD 5015707: Description: Lot 9 Sect II Bear Creek, Map 0024, Parcel 0245

11. **Property in the name of DAT Contracting, Taylor County, West Virginia:**

a. Tax identification number 0000013437: 155.67 Acres

b. Tax identification number 00000133567: 233.10 Acres

Unnumbered: **Property in Fayette County, Pennsylvania in the name of Daniel Thomas** with a mortgage to Dorothy Bolyard, which the defendant deeded to Daniel Thomas on January 30, 2012, Book 3176, Page 1648.