Circuit Court for Cecil County
Case No. C-07-CV-17-000446

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND**

No. 82

September Term, 2022

ESTATE OF NORMAN J. CARTER

v.

R&M ENTERPRISES, INC., *et al*.

Graeff,
Beachley,
Albright,

JJ.

Opinion by Beachley, J.

Filed: December 28, 2022

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

**At the November 8, 2022 general election, the voters of Maryland ratified a constitutional amendment changing the name of the Court of Special Appeals to the Appellate Court of Maryland. The name change took effect on December 14, 2022.

R&M Enterprises, Inc. ("R&M") and Buttonwood Beach Marina, Inc. ("Buttonwood"), appellees, filed a complaint against the Estate of Norman J. Carter, appellant, in the Circuit Court for Cecil County seeking specific performance of a contract providing for the sale of Mr. Carter's shares of stock in the two companies after his death. The circuit court granted appellees' motion for summary judgment. Appellant appealed that decision, and this Court vacated and remanded. *Estate of Carter v. R&M Enters., Inc.*, No. 2318, Sept. Term 2018 (filed May 22, 2020). After a trial on remand, the circuit court granted judgment in favor of appellees. Appellant noted this timely appeal and presents three questions for our review,[1] which we have rephrased:

[1] Appellant presented the following questions:

I. Are the terms of the Redemption Agreement, dated August 1, 2007 between the four stockholders of R&M Enterprises and Buttonwood Beach Marina, and particularly Paragraph 5 the which provides: "The term of the Agreement is the maturity date of the policies in force" clear, concise and free from ambiguity, so the Plaintiff Appellees are entitled to the remedy of Specific Performance against the Estate of Norman J. Carter to require transfer of Norman's stock to Deborah Carter?

II. When Leonard E. Wilson, Esq. drafted the August 1, 2007 Redemption Agreement as President and a 1/3 stockholder of both R&M Enterprises, Inc. and Buttonwood Beach Marina, Inc., was he entering a business relationship with the other three stockholders of these corporations so that he was required to follow the provisions of Maryland Rule 19-301.8. Conflict of Interest; Current Clients; Specific Rules (1.8) and its predecessor, both to advise the other stockholders in writing of the desirability and opportunity of seeking independent legal advice and to obtain the informed consent in writing from the other three stockholders to the terms of the Redemption Agreement he drafted and to Mr. Wilson's role in drafting the Redemption Agreement?

III. Where Leonard E. Wilson, acting as General Counsel and President of both R&M Enterprises Inc. and Buttonwood Beach Marina, Inc., drafted the Redemption (continued)

I. Did the circuit court err in granting specific performance because specific performance is unavailable as a remedy where the contract provision at issue is ambiguous?

II. Did the court err by failing to dismiss the complaint because Leonard Wilson, a stockholder in both companies and an attorney, had a conflict of interest in drafting the Redemption Agreement?

III. Did the court err in granting specific performance when it did not construe the ambiguity against the drafter, *i.e.*, appellees and Mr. Wilson?

We conclude that the circuit court did not err and affirm.

BACKGROUND

We adopt much of the factual and procedural background of this case as set forth in the prior unreported opinion authored by our former Chief Judge:

> ***R&M, Buttonwood, and the Stockholders***
>
> R&M is a real estate investment and holding company that owns and operates Buttonwood Beach, a recreational vehicle resort in Earleville, Maryland. Buttonwood leases waterfront property from R&M and operates a marina on that property. Until Mr. Carter's death, R&M and Buttonwood were both owned by the same four individuals. Leonard E. Wilson and Robert A. Parrack each owned 27 shares of each company and Deborah L. Carter and Mr. Carter each owned 13½ shares. Each of these individuals had varying degrees of involvement in R&M and Buttonwood. Mr. Wilson was the president and general counsel of both entities. Mr. Parrack provided accounting services and acted as treasurer. Deborah Carter served as corporate secretary, a role in which, among other duties, she kept minutes of R&M board meetings. She also assumed a general manager role over time. Mr. Carter was the outdoor supervisor at Buttonwood and served as vice president of both entities.

Agreement which contains the ambiguity at issue in this case and also was acting as the attorney for Norman J. Carter when he secured Norman's signature on the Redemption Agreement, must any ambiguity contained in the Redemption Agreement be construed against Mr. Wilson and the two corporations?

The Redemption Agreement

This dispute centers on a Redemption Agreement that was entered into by R&M, Buttonwood, and the four stockholders on August 1, 2007. In basic terms, the Redemption Agreement provided that upon the death of any of the stockholders, R&M would buy out that stockholder's shares using the proceeds of life insurance policies that the company had taken out on the stockholders' lives for that purpose. Specifically, the agreement:

- Recited that R&M had taken out life insurance policies on the lives of each of the four stockholders in the amounts of $500,000, with respect to Messrs. Wilson and Parrack, and $250,000, with respect to Mr. Carter and Deborah Carter. That insurance was "purchased for the purpose of financing a stockholders redemption agreement in the event of the death of certain of the stockholders";

- Provided, in paragraphs 1 and 2, that in the event of the death of Messrs. Wilson or Parrack, each agreed to sell all of his stock in R&M and Buttonwood back to the respective companies "for the sum of $500,000.00, the said sum to be paid within thirty days from the date of collection of insurance proceeds on the life of" the stockholder;

- Provided, in paragraphs 3 and 4, that in the event of the death of Mr. Carter or Deborah Carter, each agreed to transfer all of his or her stock in R&M and Buttonwood to the other (i.e., Mr. Carter to Deborah Carter and vice versa), in exchange for "the payment to [his or her] Estate of $250,000.00, said sum to be advanced by R&M [] from the proceeds of the insurance policy as hereinbefore referenced."

According to Mr. Wilson's deposition testimony, the stockholders had agreed that the sums of $500,000 and $250,000 were "a fair price at that time," but they did not receive any independent valuation of the stock.

The last provision of the Redemption Agreement that is relevant to the current dispute is paragraph 5, which provides: "The term of this Agreement shall be the maturity date of the insurance policies in force." The agreement does not define "maturity date" or "the insurance policies in force."

Estate of Carter, slip op. at 1–3 (alterations in original) (footnotes omitted). Appellees

obtained term life insurance policies on each of the four stockholders in the amounts provided for in the Redemption Agreement. *Id.*, slip op. at 3.

In August 2015, appellees converted the life insurance policies taken out on Deborah Carter, Mr. Carter, and Mr. Parrack to policies with another insurance company. *Id.*, slip op. at 5. Concerning Mr. Wilson, who is older than the other stockholders, "insurance providing a $500,000 death benefit for Mr. Wilson would have cost $425,115 annually." *Id.*, slip op. at 6.

> As a result, Mr. Wilson "was not insured at the renewal of the term policies in August 2015." Mr. Wilson later agreed that, in light of the insurance situation, his estate would accept $250,000 paid directly by R&M for his shares. He made that announcement at a January 18, 2017 meeting of the R&M Board of Directors, which Mr. Carter did not attend. Minutes of an October 2017 Board meeting, held months after Mr. Carter's death, reflect that the remaining stockholders accepted Mr. Wilson's proposal and, on that basis, voted to "keep the current Redemption Agreement dated August 1, 2007, valid and enforceable."

Id. (footnote omitted).

Mr. Carter passed away on February 27, 2017. His wife, Gertrude Carter, was appointed as Personal Representative of the Estate.

> After collecting the insurance proceeds from Protective Life, R&M sent Gertrude Carter, in her capacity as Personal Representative, a check for $250,000 and asked that she surrender Mr. Carter's shares of R&M and Buttonwood. Gertrude Carter, however, refused to surrender any of Mr. Carter's stock to R&M. On August 14, 2017, R&M and Buttonwood filed suit in the circuit court against the Estate, seeking specific performance of the Redemption Agreement. In September 2017, Gertrude Carter returned R&M's $250,000 check.

Id., slip op. at 7. Appellees filed a motion for summary judgment with their complaint. Appellant opposed the motion, contending that "discovery was required before the Estate

could be in a position to oppose the motion for summary judgment." *Id.* In December 2017, the court held a hearing on the motion and denied the motion for summary judgment, stating: "You may wish to re-file it after the discovery date has concluded and the matter is going to have to be argued on the principles of contract construction, what does this contract mean?" *Id.*, slip op. at 8. Appellees renewed their motion for summary judgment on April 17, 2018. *Id.* After a hearing, "[t]he court concluded that there were no material factual disputes, that R&M had performed under the agreement, and that the Estate was required to comply by surrendering Mr. Carter's shares in R&M and Buttonwood. The Estate timely appealed." *Id.*, slip op. at 8–9.

In our opinion in the first appeal, we held that "there is at least one genuine dispute of material fact that should have precluded the entry of summary judgment. That dispute concerns whether the Redemption Agreement remained in effect after August 2015, once there was no longer an insurance policy on Mr. Wilson's life." *Id.*, slip op. at 10. We concluded that "paragraph 5 of the Redemption Agreement unambiguously ties the termination date of that agreement to the termination of insurance coverage obtained by R&M to fund the stockholder buyout." *Id.*, slip op. at 15. However, we noted that "nothing in the Redemption Agreement itself . . . resolves whether termination under paragraph 5 is triggered when insurance policies remain in force with respect to only three of the four stockholders." *Id.*, slip op. at 20. We therefore concluded that "the Redemption Agreement is ambiguous on that point," vacated the circuit court's judgment, and remanded for further proceedings. *Id.*, slip op. at 20–21.

After the case was remanded, the circuit court scheduled a trial for February 3, 2022. The parties stipulated to most of the documentary evidence presented at trial, which included: The Redemption Agreement, the four prior versions of the Redemption Agreement dating back to 1986, minutes of the Board of Directors' meetings regarding the Redemption Agreement and its prior versions, letters written by Mr. Wilson, and documents concerning Mr. Carter's life insurance policy.

The 1986 version of the Redemption Agreement contained essentially the same terms as the 2007 version, except that Mr. Wilson's and Mr. Parrack's shares in the companies were valued at $250,000, and that Mr. Carter and Deborah Carter owned their shares jointly (with a total valuation of $250,000). It also expressly limited the agreement's term to five years. A September 1, 1988 addendum to that agreement increased the valuation of 27 shares to $300,000. The stockholders executed a new Redemption Agreement on July 15, 1991. The 1991 Redemption Agreement maintained the $300,000 valuation, for a term of three years. In July 1994, the stockholders extended the 1991 Agreement for a period of 90 days, and on September 9, 1994, executed a new agreement. The 1994 agreement, titled Cross Purchase "Buy and Sell" Agreement, significantly altered the method of transferring stocks after a stockholder's death, and shifted the beneficiaries of the life insurance policies from the corporations to the stockholders. Upon a stockholder's death, the surviving stockholders were to use the proceeds of the insurance policies they held on the deceased stockholder to purchase the deceased stockholder's shares. Rather than specifying a term of years, the 1994 Agreement provided that it would

terminate upon the occurrence of one of several events, including "bankruptcy or dissolution of the corporation," the sale of all shares by a stockholder during his lifetime, or "the sale of all shares of stock upon his death of the stockholder who shall be the first to die." The 1994 Agreement also established the value of each share at $18,519.

The 1994 Agreement was replaced with the 2007 Redemption Agreement at issue in this appeal. As noted, Mr. Wilson drafted the 2007 Redemption Agreement. One of the letters written by Mr. Wilson is central to appellant's argument. On August 10, 2007, Mr. Wilson wrote a letter to Mr. Carter in response to a conversation between Mr. Wilson and Gertrude Carter. In that letter, Mr. Wilson wrote: "The term of the buyout agreement is synonymous with the term of the life insurance and when that insurance runs out, in about eight years, we will probably have to work on some other buyout method as we will all be too old for insurance in the event we are all still here."

Deborah Carter testified that, when Mr. Wilson drafted the Redemption Agreement in 2007, "we all talked about it. There was never anything that was unilateral. Everything we talked about going into it with Mr. Wilson as our attorney. Mr. Parrack handled our money. He was our accountant." During cross-examination, Deborah Carter clarified that, when she described Mr. Wilson as "our attorney," she meant that he was "[t]he corporation's attorney." She also testified that, in 2015, "[w]hen Mr. Wilson got to the point where the premiums were almost -- for a year were almost as much as the payout, we all agreed that we couldn't afford that." She responded affirmatively when asked whether

"the payment of premiums [after August 2015] by the corporation [was] an act that was done in conformance with" the Redemption Agreement.

Gertrude Carter testified that, when Mr. Carter brought an unsigned copy of the Redemption Agreement home on August 2, 2007, she sent a copy of it to her accountant to review, and when Mr. Carter later brought home a signed copy of the Redemption Agreement, she sent a copy to her attorney. She additionally testified to her reaction to receiving a letter from appellees after Mr. Carter's death asking her to perform under the contract: "I didn't think we had an agreement so I wasn't happy with the [$250,000]." At no point did she testify that Mr. Carter did not believe the Redemption Agreement to be valid.

On February 23, 2022, the circuit court issued a written order granting appellees' request for specific performance. In its memorandum opinion, the court summarized the documentary evidence and testimony before it, and concluded: "From said evidence, the [c]ourt finds that the Redemption Agreement is valid and enforceable." The court's analysis looked first to the past actions of the stockholders in adopting prior versions of the Redemption Agreement. The court carefully reviewed meeting minutes prior to 2007 as well as the various iterations of the Redemption Agreement and concluded:

> It is clear that the Stockholders have demonstrated an interest in funding a buy-out of shares upon their deaths. [Appellees] and the Stockholders appeared to have funded the buy-out provisions with life insurance policies since July 15, 1986. . . . Without delving into each Redemption Agreement, it is evident that the parties meant to continue some form of buy-out.

The court then considered the stockholders' conduct subsequent to the 2007 Redemption Agreement:

> Three out of the four Stockholders did not let their respective life insurance policies lapse. At the February 17, 2016 Board of Directors meeting, with all four members present[], it was noted that Mr. Wilson's life insurance was not renewed in August 2015, the end of the policy term period. Mr. Carter was not present at the January 18, 2017 Board meeting, the meeting when Mr. Wilson suggested that the corporations could purchase his shares from his estate at a discounted rate of $250,000. It is undisputed that the surviving Stockholders did not agree to Mr. Wilson's solution until a Board meeting on October 9, 2017, after Mr. Carter's death. Whether the Stockholder's [sic] acceptance is valid is not before the [c]ourt – this [c]ourt is tasked only with determining the validity of the Redemption Agreement. Nevertheless, the acceptance is indicia that all the surviving Stockholders intended to continue to hold the Redemption Agreement valid and enforceable.
>
> Even though Mr. Carter was absent at the acceptance of Mr. Wilson's proposal, the [c]ourt can rely on Mr. Carter's previous actions to determine his intent with respect to the Redemption Agreement. Mr. Wilson wrote a letter to Mr. Carter on August 10, 2007, nine days after the Stockholders and corporation entered into the Redemption Agreement. As well, Mr. Wilson explained how he believed the Redemption Agreement would function and reiterated that Mr. Carter's one-sixth interest was worth $250,000. There was no testimony or evidence that Mr. Carter ever took issue with the buy-sell arrangement or stock valuation. Gertrude testified that she expressed her concerns to Mr. Carter about the terms of the Redemption Agreement. Regardless, Mr. Carter proceeded to sign the Redemption Agreement on his own. On August 17, 2015, Mr. Carter personally signed an application for conversion with Protective Life Insurance Company. On February 17, 2016, the meeting minutes indicate that insurance policies were still effective for Messrs. Parrack and Carter, and Deborah. Mr. Carter was present and therefore knew that Mr. Wilson's insurance had lapsed, and the buy-sell agreement was no longer fully-funded. In fact, that meeting concluded with a discussion on how to fund a new buy-sell arrangement - no objections are known to the [c]ourt.

(Footnotes omitted). The court concluded: "From the evidence (parol and otherwise), the [c]ourt finds that the Redemption Agreement did not expire upon termination of Mr.

Wilson's insurance." It ordered that appellant "surrender its shares and interest in R&M Enterprises, Inc. and Buttonwood Beach Marina, Inc., to Deborah Carter as corporate secretary of said corporations," and that appellees "shall tender a check in the amount of two-hundred and fifty thousand dollars ($250,000.00) to [appellant]."

Appellant then filed this timely appeal.

STANDARD OF REVIEW

Where a contract is ambiguous and the trial court considers "extraneous evidence . . . to interpret the ambiguity and discern the parties' intent, that factual determination is reviewed under a 'clearly erroneous' standard." *Azat v. Farruggio*, 162 Md. App. 539, 550 (2005) (citing *Calomiris v. Woods*, 353 Md. 425, 435 (1999)). "The decision to order specific performance is within the sound discretion of the trial court." *8621 Ltd. P'ship v. LDG, Inc.*, 169 Md. App. 214, 239 (2006) (citing *Hupp v. Geo. R. Rembold Bldg. Co.*, 279 Md. 597, 600 (1977)).

DISCUSSION

Appellant raises three arguments in support of its contention that the court erred in granting specific performance: (1) that specific performance is unavailable as a remedy where the contract provision at issue is ambiguous; (2) that the court should have dismissed the complaint because of Mr. Wilson's alleged conflict of interest in the drafting of the Redemption Agreement; and (3) that the court should have construed the ambiguity against the drafter, *i.e.*, appellees and Mr. Wilson. We shall examine each of these arguments in turn and conclude that the trial court did not err in granting specific performance.

I. AMBIGUITY DID NOT PRECLUDE SPECIFIC PERFORMANCE

Appellant first argues that specific performance is unavailable as a remedy in a breach of contract claim when the contract is ambiguous. Appellant supports this argument by citing to four cases from our Supreme Court[2]:

> Under the holdings of the [Supreme Court of Maryland] in *Beck v. Bernstein*, 198 Md. 244 (1951); *Kalis v. Shor*, 193 Md. 643 (1949); *Powell v. Moody*, 153 Md. 62, 137 A. 477; *Trotter v. Lewis*, 185 Md. 528, 45 A.2d 329, the trial court "cannot grant the specific performance of an alleged contract unless it is so clear, definite and convincing as to leave no reasonable doubt as to the existence of the contract and its terms. If the contract is uncertain or ambiguous, it will not be specifically enforced."[3] Because the August 1, 2007 Redemption Agreement is ambiguous and should have terminated upon the expiration of the $500,000.00 life insurance policy for Mr. Wilson, that Redemption Agreement cannot be specifically enforced against the Estate of Norman J. Carter.

The cases cited by appellant are either distinguishable or simply fail to support its argument. *Beck*, 198 Md. 244 (1951) (finding ambiguity in description of building to be erected in the two letters that purported to form contract; no suggestion that parol evidence was offered or considered); *Kalis*, 193 Md. 643 (1949) (evidence before court sufficiently clear and definite to allow specific performance); *Trotter*, 185 Md. 528 (1946) (rejecting argument that contract could not be specifically enforced due to failure to fix the time of settlement because the "usual aids to interpretation" may be used by courts to determine the duties of the parties); and *Powell*, 153 Md. 62 (1927) (ambiguity in description of land

[2] On December 14, 2022, the name of the Court of Appeals was changed to the Supreme Court of Maryland, following a constitutional amendment approved by the voters.

[3] This quote appears in *Beck*, 198 Md. at 249.

to be sold was made reasonably certain with "the aid of proper extrinsic evidence"). These cases do not support the bright-line rule that appellant asserts. Indeed, in *Powell*, the Court stated:

> the description must be such as to enable the court to determine with certainty, *with the aid of such extrinsic evidence as is admissible* under the rules of evidence, what property was intended by the parties to be covered thereby. The description *need not be given with such particularity as to make a resort to extrinsic evidence unnecessary*. Reasonable certainty is all that is required.

153 Md. at 66 (emphasis added) (quoting JOHN NORTON POMEROY, JR., CYCLOPEDIA OF LAW AND PROCEDURE, 36 Cyc. 591 (n.d.)). This Court and the Supreme Court have concluded on multiple occasions that a trial court may grant specific performance of an ambiguous contract where the ambiguity has been appropriately resolved. *See*, *e.g.*, *Kobrine, L.L.C. v. Metzger*, 151 Md. App. 260, 281 (2003) ("the circuit court resolved the ambiguity using extrinsic evidence. It was within the power of the circuit court to grant specific performance so long as it was fair, reasonable, 'definite and certain in its terms.'" (quoting *Excel Co. v. Freeman*, 252 Md. 242, 247 (1969))), *vacated on other grounds*, 380 Md. 620 (2004); *Gilbert v. Banis*, 255 Md. 179, 194–95 (1969) (affirming that "a latent ambiguity . . . could be explained by parol," and holding that agreement "was sufficiently certain to have been specifically enforceable" despite latent ambiguity); *Applestein v. Royal Realty Corp.*, 181 Md. 171 (1942) (affirming overruling of demurrer where bill of complaint sought only specific performance and ambiguity could be explained by parol evidence). Contrary to appellant's view, these cases represent the prevailing law in Maryland on specific performance of a contract with ambiguous terms.

The ambiguity in the present case concerns only whether the Redemption Agreement was still in effect at the time of Mr. Carter's death. The trial court appropriately considered extrinsic evidence to determine the parties' intent.[4] Although we shall not reiterate in detail the court's findings and conclusions, which we have substantially included above, the court concluded that the various iterations of the Redemption Agreement evidenced the parties' intent to fund stock buy-outs with life insurance policies. The court specifically noted that "[t]hree out of the four Stockholders did not let their respective life insurance policies lapse," even after being made aware that Mr. Wilson's life insurance was not renewed ("Mr. Carter was present and therefore knew that Mr. Wilson's insurance had lapsed, and the buy-sell agreement was no longer fully-funded.").

[4] Appellant argues for the first time in its reply brief that, "[b]y finding that . . . 'the Redemption Agreement did not expire upon the termination of Mr. Wilson's insurance,' the [c]ircuit [c]ourt violated the parol evidence rule." Appellant waived this argument by failing to raise the parol evidence rule at trial, and by relying on the very documents it now argues the court erred in considering. Rule 8-131(a) ("Ordinarily, the appellate court will not decide any other issue unless it plainly appears by the record to have been raised in or decided by the trial court."); *Sagner v. Glenangus Farms, Inc.*, 234 Md. 156, 162 (1964) ("All of the testimony and the exhibits came in without objection as to admissibility. It is unnecessary to decide whether the evidence would have been admissible over objection because of any ambiguity in the agreement or for any other reason, such as, for example, its bearing on the meaning of technical terms, because there were no objections to its admission. Having come in without objection, the extrinsic evidence is to be considered, and allowed such force and effect as its weight entitles it in construing the agreement of the parties." (citations omitted)). Furthermore, appellant failed to raise this argument in its opening brief and we therefore decline to consider it. *See Bryant v. Bryant*, 220 Md. App. 145, 173 (2014) ("The purpose of a reply brief is to *reply* within the boundaries established by first, the appellant's brief and then, more narrowly, the appellee's brief."); *Anderson v. Burson*, 196 Md. App. 457, 476 (2010) ("A reply brief cannot be used as a tool to inject new argument." (quoting *Strauss v. Strauss*, 101 Md. App. 490, 509 n.4 (1994))).

We see no clear error in the court's evaluation of the extrinsic evidence and resulting conclusion "that the Redemption Agreement did not expire upon termination of Mr. Wilson's insurance." Having resolved the ambiguity by concluding that the Redemption Agreement was still in effect despite the lapse of Mr. Wilson's insurance policy, the court did not abuse its discretion by ordering the parties to specifically perform the unambiguous requirements of the contract.

II. APPELLANT'S "CONFLICT OF INTEREST" ARGUMENT IS NOT PRESERVED

Appellant next argues that, "[b]ecause of Leonard Wilson's failure to meet the requirements of Maryland Rule 19-301.8[5] . . . [appellees'] Complaint for Specific Performance should have been dismissed by the trial court." The only relief appellant sought in the circuit court related to Mr. Wilson's alleged conflict of interest was a motion to preclude Mr. Wilson from testifying as an expert witness or providing lay opinion

[5] Rule 19-301.8 provides, in pertinent part:

(a) An attorney shall not enter into a business transaction with a client unless:

(1) the transaction and terms on which the attorney acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;

(2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek independent legal advice on the transaction; and

(3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the attorney's role in the transaction, including whether the attorney is representing the client in the transaction.

testimony. This relief was granted, and in fact, Mr. Wilson did not testify at the trial in any capacity due to illness. At no point did appellant request that the complaint be dismissed due to Mr. Wilson's alleged conflict of interest. Furthermore, appellant has failed to cite to any legal authority indicating that a conflict of interest on the part of a drafting attorney would invalidate an otherwise valid contract. Appellant has therefore waived this argument. Md. Rule 8-131 ("Ordinarily, the appellate court will not decide any other issue unless it plainly appears by the record to have been raised in or decided by the trial court[.]"); *Rollins v. Capital Plaza Assocs., L.P.*, 181 Md. App. 188, 201–02 (2008) (refusing to consider argument where party failed to provide legal authority in support of argument).

III. The Court Did Not Err in Declining to Construe the Redemption Agreement Against the Drafter

Appellant finally argues that the trial court erred in granting specific performance because the ambiguity in the contract should have been construed against the drafter, *i.e.*, appellees and Mr. Wilson. However, appellant is incorrect in asserting that all ambiguous language in a contract must be construed against the drafter. Rather, that canon of construction applies to "ambiguous language in a contract *that is not clarified by extrinsic evidence*." *Impac Mortg. Holdings, Inc. v. Timm*, 474 Md. 495, 509 (2021) (emphasis added). Because the ambiguous language in the Redemption Agreement was clarified by extrinsic evidence, the circuit court did not err in failing to construe the contract against appellees.

The circuit court's findings are amply supported by the evidence. Appellant's statement that the court "made no attempt to analyze the ambiguity caused by cancellation of the $500,000.00 Empire General Policy on the life of Leonard E. Wilson" is patently untrue. The court carefully considered the stockholders' actions before and after the 2007 Redemption Agreement, and the stockholders' reactions to the inability to secure an affordable life insurance policy on Mr. Wilson. Through its examination of these actions, the court determined the intent of the parties to the contract, and thereby resolved the ambiguity. With the ambiguity resolved by extrinsic evidence, the court did not need to apply any further canons of construction, including the canon that construes language against the drafter, and properly exercised its discretion in determining that specific performance was appropriate.

CONCLUSION

We hold that the circuit court did not err in concluding that the Redemption Agreement remained in effect after the expiration of Mr. Wilson's life insurance, and appropriately granted specific performance. We therefore affirm.

JUDGMENT OF THE CIRCUIT COURT FOR CECIL COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.