



*First American*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1071712-1-CHI2

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **First American Title Insurance Company**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1071712-1-CHI2

***Transaction Identification Data for reference only:***

File No.: NCS-1071712-1-CHI2

Issuing Office: 30 North La Salle, Suite 2700, Chicago,  
IL 60602-3847

Property Address: 159 Airstrip Road, East Stroudsburg, PA 18301 Issuing Office File No.: NCS-1071712-1-CHI2

### SCHEDULE A

1. Commitment Date: July 21, 2021
2. Policy to be Issued:
  - (a) ALTA® Owners Policy (as modified by TIRBOP)  
Proposed Insured: Scannell Properties #537, LLC, an Indiana limited liability company  
Proposed Policy Amount: \$289,000.00
  - (b) ALTA® Loan Policy (as modified by TIRBOP)  
Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is: Fee Simple
4. The Title is, [at the Commitment Date, vested in:](#) George E. Hamlen
5. The Land referred to in this Commitment is described in SCHEDULE C.

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## Schedule B

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1071712-1-CHI2

#### SCHEDULE B, PART I

##### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.  
  
Deed from George E. Hamlen to Scannell Properties #537, LLC.
5. Original government issued and valid photo identification for all parties to the transaction must be provided.
6. Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage to be insured.
7. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
8. The Proposed Insured must notify the Company if any construction has been performed in the past six (6) months or is expected to be performed prior to the recording of the instruments to be insured.
9. Powers of Attorney (POA): If any party to the settlement intends to use a Power of Attorney, a copy of such Power of Attorney must be submitted for review and approved in advance, with original POA to be provided at or before settlement.
10. Proof that no parties to this transaction are involved in bankruptcy proceedings in any jurisdiction; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.

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11. Funds must be in the form of a wire. Wire instructions sent upon request. Please contact Company in advance if funding is contemplated other than by wire.

12. REAL ESTATE TAXES:

Receipts for Township/Borough/City, County and School taxes for the prior three years, to be produced. Company will order a tax certificate for each tax parcel listed hereon.

The following tax parcels are covered by this Commitment:

Tax Parcel: 16/7/1/9

Assessment: \$189,490.00

13. SEWER AND WATER CHARGES: Provide most recent billing statement(s) for Sewer and Water. Parties are responsible to obtain final readings prior to settlement.

14. Proof to be furnished that any special assessment imposed by a Business Improvement District, Special Services District or Neighborhood Improvement District has been paid in full.

15. MECHANIC LIENS AND MUNICIPAL CLAIMS: None

16. JUDGMENTS: None

17. BANKRUPTCIES: A search of George E. Hamlen, conducted in the US Eastern, Middle and Western Districts of Pennsylvania, finds the following: None

18. MORTGAGES: (1)

\$500,000.00

George E. Hamlen to HGPR Holdings, dated 03/21/2019 and recorded 03/25/2019 in [Record Book 2526 Page 847](#).

(Covers Premises and More)

WITH REGARD TO THE OUTSTANDING MORTGAGE SHOWN ABOVE, COMPANY REQUIRES THAT AN ORIGINAL AND EXECUTED MORTGAGE SATISFACTION, DISCHARGE AND/OR RELEASE, SATISFACTORY TO THE COMPANY, BE DELIVERED TO THE COMPANY IN ESCROW PRIOR TO SETTLEMENT.

19. UCCs: None

20. Proof that George E. Hamlen, grantee(s) in Deed recorded in [Record Book 2522 Page 2332](#), is/are the same person(s) as the proposed grantor(s) and that they are not involved in any divorce proceedings.

21. As to Scannell Properties #537, LLC, the following must be furnished:

(a) Certificate of Organization and all amendments thereto filed with the Department of State of the State of Pennsylvania.

(b) Operating Agreement and all amendments thereto.

(c) Proof that all the consents and requirements of the Operating Agreement have been met with respect to the authority of the members or managers to execute and deliver the title documents on behalf of Scannell Properties #537, LLC for this transaction.

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- (d) Proof that all corporate taxes owed to the Commonwealth of Pennsylvania have been paid to date. Company will order a Corporate Lien Certificate.
- (e) Certificate of Good Standing (only if the limited liability company is a foreign entity, i.e., created in a state other than Pennsylvania).

- 22. AN OVERDUE SUPPORT OBLIGATION CONSTITUTES A LIEN ON REAL PROPERTY WITHOUT REQUIREMENT TO RECORD THE LIEN. CLEARANCE OF A POSSIBLE LIEN IS THROUGH A FREE ONLINE STATEWIDE INDEX AT [www.childsupport.state.pa.us](http://www.childsupport.state.pa.us). A SOCIAL SECURITY NUMBER (SSN#) IS NOW REQUIRED FOR THE PERSON TO BE SEARCHED. SEARCH RESULTS PROVIDED UPON RECEIPT OF SOCIAL SECURITY NUMBER(S) FOR GEORGE E. HAMLIN.
- 23. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

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## Schedule B (Cont.)

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1071712-1-CHI2

#### SCHEDULE B, PART II

##### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
3. Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area content and encroachments, which an accurate and satisfactory Land Title Survey would disclose. [This exception cannot be deleted from the policy but may be removed by adding endorsements PA 300 or PA 301]
4. Possible interim real estate taxes by reason of increased assessments due to new construction and/or major improvements.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Coal and mining rights and all rights related thereto.

NOTICE: THIS DOCUMENT DOES NOT INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (See 52 P.S. 1551)

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7. Oil, gas or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
8. Right of Way as set forth in Deed Book [Volume 214 Page 373](#).
9. Rights granted to Metropolitan Edison Company as set forth in Deed Book [Volume 1073 Page 345](#).
10. Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the County of Monroe, including, but not limited to, (i) an inability to search the Public Records after July 21, 2021, or (ii) any delay in recordation of Deed in the Public Records.

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# Schedule C

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1071712-1-CHI2

ALL THOSE CERTAIN piece or parcel of land, situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pipe in the Southerly line of the right of way of the Delaware Valley Railroad Company, said pipe being distant twenty feet on a course of South five degrees fifteen minute East from a spike in the center line of the said right of way, said spike being about two feet Southerly of the center line of the Macadam Road leading to the Stroudsburg-East Stroudsburg Airport, said spike being distant four hundred ninety six and one-tenth feet on a course of South eighty four degrees forty (sic) five minutes West from the point of intersection of the Easterly line of other lands of Harold T. Hamlen produced (L.W. Pipher to Harold T. Hamlen, Deed Book [Vol. 152, Page 626](#), February 1, 1946) with the centerline of said right of way; Thence running from said beginning point South five degrees fifteen minutes East, by lands of the grantors, of which this lot was formerly a part, two hundred feet to a pipe; thence by the same South eighty four degrees forty five minutes West one hundred feet to a pipe; thence by the same North five degrees fifteen minutes West two (sic) hundred feet to a pipe in the aforesaid Southerly line of the right of way of the Delaware Valley Railroad Company from which a spike in the center line of said right of way bears North five degrees fifteen minutes (sic) West distant twenty feet; thence along the said Southerly line of the right of way North eighty four degrees forty five minutes East one hundred feet to the place of BEGINNING.

BEING TAX MAP NO. 16/7/1/9

BEING the same premises which Kyle T. Hamlen and Bradley S. Hamlen, by Deed dated 12/21/2018 and recorded 12/26/2018 in Monroe County at Record [Book 2522 Page 2332](#), granted and conveyed unto George E. Hamlen, in fee.

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