



## Commitment for Title Insurance

Fidelity National Title Insurance Company

A Stock Company

File No.: **W170197-0**

### COMMITMENT FOR TITLE INSURANCE

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate within six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be hereunto affixed and these presents to be signed in facsimile under authority of its by-laws on the date shown in Schedule A.

134331PA

Capstone Settlement, Inc.

919 Main St

Stroudsburg, PA 18360-1603

Tel: 570-664-8500

Fax:

Fidelity National Title Insurance Company



By:

*[Signature]*

ATTEST

President

*[Signature]*

Secretary

Countersigned:

*[Signature]*

Authorized Signatory

Craig Roberts, CLTP

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



Capstone Settlement Inc.  
919 Main Street  
Stroudsburg, PA 18360  
Phone: 570-664-8500  
Fax: 570-507-8384

**COMMITMENT FOR TITLE INSURANCE**

Fidelity National Title Insurance Company

Effective Date: 08/17/2017

**Schedule A**

1. Policy or Policies to be issued:
  - A. Policy to be Issued:  
ALTA Owners 2006 (as modified by TIRBOP)  
**Proposed Insured:** STROUDSBURG POCONO AIRPARK LLC  
**Amount of Insurance:** \$158,000.00  
**Effective Date:**
  - B. Policy to be Issued:  
ALTA Loan 2006 (as modified by TIRBOP)  
**Proposed Insured:** \_\_\_\_\_  
**Amount of Insurance:**  
**Effective Date:**
2. Title to the estate or interest in the land described or referred to in this Commitment is a Fee Simple and is at the effective date hereof vested in:  
  
Mary F. Hamlen
3. The land referred to in this Commitment is described in Schedule C attached hereto and made part hereof.  
  
For Information Purposes Only:  
179 Airstrip Road  
Smithfield Township  
Monroe County, PA

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ALTA Commitment (08-01-2016)  
C165B00





## Schedule B Section 1 Requirements

This Title Insurance Commitment (the "Commitment") is issued pursuant to the Agreement to Issue Policy contained on the American Land Title Insurance Commitment (2016) front cover form (the "Form") and is subject to the Conditions stated therein. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment is solely for the benefit of the Company. The sole liability of Company and its agent shall arise under and be governed by the Commitment and/or Policy subsequently issued. If this copy of the Commitment is not accompanied by the Form, a copy of the Form may be obtained from this Company upon request.

PLEASE BE ADVISED THAT A CONTINUATION SEARCH WILL BE MADE AT THE TIME OF CLOSING TO UPDATE THE EFFECTIVE DATE OF THE COMMITMENT AND THAT THE EARLIER EFFECTIVE DATE SHOWN AT THE BEGINNING OF THIS COMMITMENT WILL NOT AFFECT THE DATE OF COVERAGE OF THE POLICY. THE DATE OF THE POLICY WILL BE THE DATE OF RECORDING OF THE INSURED INSTRUMENT AND WILL COVER THE GAP BETWEEN THE LAST DATE COVERED BY THE OFFICIAL RECORD AT THE TIME OF CLOSING AND THE DATE OF RECORDING.

THE FOLLOWING REQUIREMENTS MUST BE MET:

1. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
  - A. **DEED FROM:** MARY F. HAMLEN  
**TO:** STROUDSBURG POCONO AIRPARK LLC  
**DATED:** \_\_\_\_\_  
**RECORDED:** \_\_\_\_\_
  - B. **MORTGAGE FROM:** STROUDSBURG POCONO AIRPARK LLC  
**TO:** MARY F. HAMLEN  
**DATED:** \_\_\_\_\_  
**RECORDED:** \_\_\_\_\_
2. Payment of full consideration to or for the account of the grantors or mortgagors.
3. Payment of the premiums, fees and charges for the policy.
4. Possible unfiled mechanics liens and municipal claims.
5. Terms of any unrecorded lease or rights of parties in possession.
6. Proof that all natural persons in this transaction are of full age and legally competent.
7. Proof of identity of parties as set forth in Recital.
8. **POWERS OF ATTORNEY:** If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.

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**Schedule B Section 1**  
**Requirements continued**

9. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report/commitment. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
10. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.
11. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.
12. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
13. TAXES:  
Receipts for Township, County and School Taxes for the three prior years to be produced.  
Township, County and School Taxes for the current year 08/18/2017  
Assessment \$10,100.00  
16/7/1/8 and PIN No. 16/7312/00/46/3097
14. WATER AND SEWER RENTS:  
Receipts for Water and Sewer Rents for the three prior years to be produced.  
Water and Sewer Rents for the current year 08/18/2017.
15. MECHANICS AND MUNICIPAL CLAIMS: NONE
16. MORTGAGES: NONE
17. JUDGMENTS: NONE
18. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.
19. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.
20. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
21. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
22. Last Insured Not Available.



**Schedule B Section 1**  
**Requirements continued**

23. The following note is for Informational Purposes Only:

The following deed(s) affecting said land were recorded within six (6) months of the date of this report: NONE

24. If Harold T. Hamlen is married, proof to be furnished that no divorce proceedings have been commenced. If an action has been instituted, then spouse must join in present deed to insured.

25. Possible Inheritance Tax due to Commonwealth of Pennsylvania by the Estate of Harold T. Hamlen, deceased.

26. Possible Federal Estate Tax due the United States of America by the Estate of Harold T. Hamlen, deceased.

27. Trust Agreement; and any amendments thereto of the Harold T. Hamlen and Mary F. Hamlen Trust to be produced and examined; additional requirements and/or exceptions may be added.

28. Proof to be provided to Company that Trust was still in full force and effect at the time of prior transaction. If not still in force and effect, then this commitment is to be returned for revision.

29. Proof to be provided to Company that the Trust had the power and authority to perform the transaction.

30. Survey to be produced and premises to be described in accordance therewith and possible additional exceptions certified. (Premises is a tract of ground from which a part or parts have been conveyed therefrom.)

31. If Mary F. Hamlen is married, proof to be furnished that no divorce proceedings have been commenced. If an action has been instituted, then spouse must join in present deed to insured.

## Schedule B Section 2 Exceptions

In the event that one or more of the Exceptions listed below references covenants, conditions and/or restrictions, please note that the Exception(s) specifically exclude any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing *in the* public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Oil and gas and minerals and all rights incident to the extraction or development of oil and gas or minerals heretofore conveyed, leased, excepted or reserved by instruments of record.
7. Rights granted to Metropolitan Edison Company as set forth in Deed Books 156 page 104, 214 page 297 and 1073 page 347.
8. Rights granted for road purposes as set forth in Deed Book 351 page 188.
9. Sewer Easement as set forth in Record Book 1689 page 1762.
10. Rights granted to Smithfield Township as set forth in Record Book 1689 page 1766.
11. Preferential Assessment Application as set forth in Record Book 2461 page 6529.
12. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in plan, recorded in Map Plan/Book No. 86 page 64, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
13. Estates, defects, liens or encumbrances affecting tracts of land excepted from the premises described herein are not certified hereon.

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## **Schedule C Description and Recital**

DESCRIPTION ENDORSED HEREON FOR TEMPORARY USE ONLY

ALL THAT CERTAIN lot, parcel or piece of land, situate in Smithfield Township, Monroe County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone, corner of land now or formerly of George B. Brutzman; thence by land late of Weller and Fine, South 68-1/4 degrees West, 99-1/2 perches to a stone; thence by land now or formerly of Charles Kaul, South 10-3/4 degrees East, 202 perches to a stone; thence by land now or formerly of John Marsh, North 57-1/2 degrees East, 86 perches to a stone; thence South 57 degrees East, 38 perches to a stone at a corner of lands now or formerly of the aforesaid George B. Brutzman; thence North 13 degrees West, 139 perches to a post; thence North 31 degrees West, 89 perches to a stone at the place of beginning.

EXCEPTING AND RESERVING out of and from the above described premises the following:

A. ALL THAT CERTAIN tract or piece of land situate in Smithfield Township, Monroe County, Pennsylvania, as more particularly described in deed from Elwyn Schoonover and Elsie Schoonover to Lewis W. Pipher dated 10/1/1929 and recorded in Deed Book 109 page 104.

B. ALL THAT CERTAIN tract or piece of land, situate in Smithfield Township, Monroe County, Pennsylvania, as more particularly described in deed from Elwyn Schoonover, Elsie Schoonover and Mary E. Dolan to James E. Dolan dated 11/26/1947 and recorded in Deed Book 163 page 408.

C. ALL THAT CERTAIN tract or piece of land, situate in Smithfield Township, Monroe County, Pennsylvania, as more particularly described in Deed from Harald T. Hamlen and Mary F. Hamlen, husband and wife to Earl H. Siptroth and Ruth V. Siptroth, husband and wife, dated 12/7/1966 and recorded in Record Book 344 page 285.

D. ALL THAT CERTAIN tract or piece of land, situate in Smithfield Township, Monroe County, Pennsylvania, as more particularly described in deed from George E. Hamlen and Suzanne P. Hamlen to George E. Hamlen dated 8/2/2004 and recorded in Record Book 2201 page 5195.

16/7/1/8 and PIN No. 16/7312/00/46/3097

Being part of the same premises which George F. Hamlen, Joanne Albertson and Donna L. Giest, Trustees of the Harold T. Hamlen and Mary F. Hamlen Trust by Deed dated 3/20/2009 and recorded 4/21/2009 in Monroe County in Record Book 2352 Page 5 conveyed unto Mary F. Hamlen, in fee.

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**NOTICES**

1. PLEASE BE ADVISED THAT Fidelity National Title Insurance Company ("COMPANY") AND Capstone Settlement Inc. ("AGENT") HAVE NO KNOWLEDGE, TRAINING OR EXPERIENCE IN MATTERS THAT ARE UNRELATED TO TITLE INSURANCE, INCLUDING, BUT NOT LIMITED TO, SUCH MATTERS AS BULK SALE TRANSFERS, BULK SALE CLEARANCE CERTIFICATE REQUIREMENTS (IF APPLICABLE), ZONING/SUBDIVISION, STRUCTURAL REPAIRS, ENVIRONMENTAL, WATER INFILTRATION, WETLANDS, TERMITES OR ONSITE SEWAGE SYSTEMS, AND WE DO NOT INTEND TO, AND CANNOT, PROVIDE SERVICES OR ADVICE TO YOU ON SUCH MATTERS. IF YOU ARE FACED WITH ISSUES REGARDING SUCH MATTERS, YOU SHOULD CONSULT A LAWYER, ENGINEER, ARCHITECT OR OTHER APPROPRIATE CONSULTANT OR PROFESSIONAL OF YOUR CHOICE.
2. ALSO BE ADVISED THAT YOU MAY PURCHASE AT ADDITIONAL COST ENHANCED COVERAGES FROM THE BASIC POLICY OF TITLE INSURANCE. IF YOU WISH AN EXPLANATION OF THE ENHANCED COVERAGES AND THE COST FOR THESE ADDITIONAL COVERAGES, PLEASE CONTACT THE PARTY LISTED BELOW.
3. THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF INSURANCE REQUIRES THAT WE SEND THE FOLLOWING NOTICE TO YOU, OUR APPLICANT, PRIOR TO CLOSING. IF APPLICABLE, THE DEPARTMENT FURTHER REQUIRE THAT YOU, THE APPLICANT, FORWARD THIS NOTICE TO THE ULTIMATE CONSUMER IN ADVANCE OF THE DAY OF CLOSING:

YOUR TITLE INSURANCE FEE COVERS THE COST OF CLOSING ON THE INSURED REAL ESTATE PROPERTY IF IT TAKES PLACE DURING REGULAR OFFICE HOURS AND AT THE OFFICE OF THE TITLE INSURANCE AGENT OR UNDERWRITER. IF YOUR CLOSING TAKES PLACE AT A LOCATION OR TIME OF YOUR CHOOSING, OR THAT OF YOUR LENDER OR REALTOR, THE TITLE INSURANCE AGENT OR UNDERWRITER MAY IMPOSE AN ADDITIONAL CHARGE FOR THIS SPECIAL SERVICE. YOU MAY DETERMINE THE AMOUNT OF THIS ADDITIONAL CHARGE, IF ANY, BY CONTACTING THE PARTY LISTED BELOW.

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Stroudsburg, PA 18360  
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