

STATE OF ALABAMA     )  
  )  
COUNTY OF SHELBY     )

**AFFIDAVIT AND INDEMNITY AGREEMENT ("AGREEMENT")**

Before me, the undersigned, personally appeared **S. W. Smyer, Jr.**, who after first being duly sworn, deposes and says the following:


1. My name is S. W. Smyer, Jr., and I am an owner of the real property described in the title insurance commitment issued by Land Title Company ("Land Title"), as agent for Chicago Title Insurance Company identified as LTC File No. 7592H-14A (the "Property" and the "Commitment", respectively).


2. Schedule B – Section II, paragraph 15 of the Commitment contains an exception for agreements and matters provided for in that Declaration of Covenants and Restrictions; Quit Claim Deed and Agreement as recorded in Instrument 1998-20485; First Amendment as recorded in Instrument 1998-20486, Second Amendment as recorded in Instrument 20141023000336140, in the Probate Office of Shelby County, Alabama (the "Hollybrook Agreement").

3. None of the terms, covenants, conditions and obligations provided for in the Hollybrook Agreement (the "Hollybrook Obligations") relate to the Property or the Freshwater Land Trust (the "Land Trust"), or impose any obligations or encumbrances upon the Land Trust with respect to the Property. The Land Trust and the Property are identified in the Hollybrook Agreement solely for the purpose of setting forth the fact that all of the Hollybrook Obligations and other terms and conditions of the Hollybrook Agreement were entered into subject to the "express condition precedent" of the closing of the purchase of a "Conservation Easement" interest in the Property by the Land Trust (see paragraph 4 of the Hollybrook Agreement), which has subsequently been amended to consist of the purchase by the Land Trust of the entire fee simple interest in the Property.

4. The undersigned hereby agrees (a) to indemnify and hold Land Title and the Land Trust harmless from the consequences of any inaccuracies in the statements contained herein, and (b) that Land Title Company and Chicago Title Insurance Company may rely upon the statements contained herein for the purpose of issuing its title insurance policy or policies pursuant to the Commitment without the exception relating to the Hollybrook Agreement or the Hollybrook Obligations provided for in Schedule B – Section II, paragraph 15 of the Commitment.

**[SIGNATURE ON FOLLOWING PAGE]**

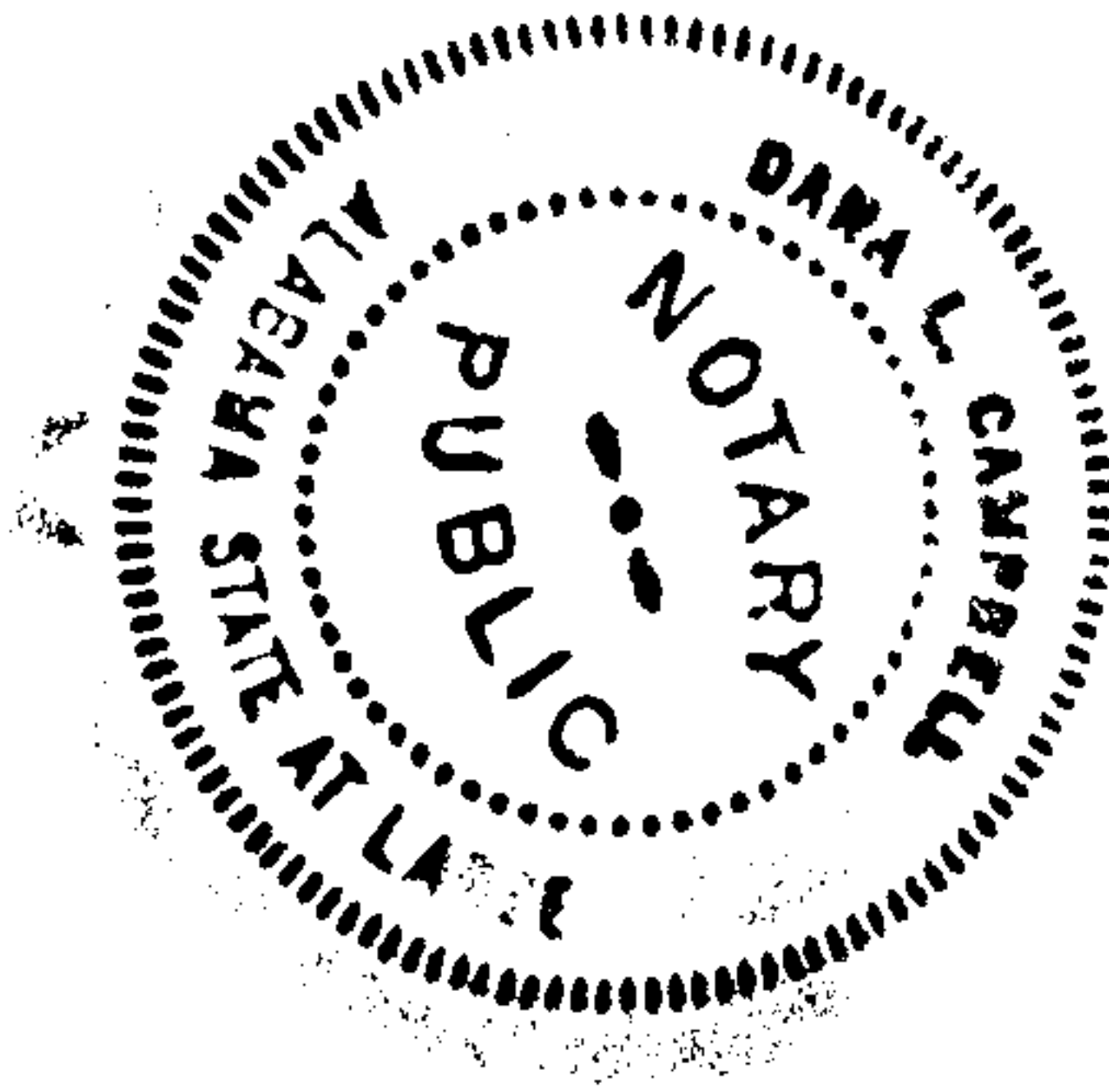
  
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S. W. Smyer, Jr.


STATE OF ALABAMA           )  
  )  
COUNTY OF JEFFERSON    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that S. W. Smyer, Jr., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 5<sup>th</sup> day of October, 2015.



Dana L. Campbell  
Notary Public  
My Commission Expires: May 10, 2017

  
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[Signature page to Affidavit and Indemnity Agreement – Hollybrook Obligations (Joinder Agreement)]

**JOINDER AND AGREEMENT OF HOLLYBROOK LAKE CORPORATION (the "Hollybrook Corporation"):**

The Hollybrook Corporation joins in the execution of the foregoing Agreement in order to confirm that the stipulations contained in paragraph 3 of the Agreement relating to the Hollybrook Agreement and Hollybrook Obligations are true and correct.

This 9th day of October, 2015.

**HOLLYBROOK LAKE CORPORATION**

By: [Signature]

Name: Robert J. Nichols

Its: PRESIDENT



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