

**NICHOLAS C. CAIRNS
RAPHAEL M. FAHY-CAIRNS**

REVOCABLE TRUST

We, Nicholas C. Cairns and Raphael M. Fahy-Cairns of Columbiana, Alabama as Settlers, and hereinafter referred to as the Trustees, hereby transfer to the **N.C. CAIRNS AND R.M. FAHY-CAIRNS 2012 REVOCABLE TRUST**, the property identified on the attached Schedule (A) of Property, which property

and all additions, investments and accretions shall be known as the Trust Estate. Now, therefore, in consideration of the promises and of the mutual covenants herein contained, the Settlers agree to execute further instruments as shall be necessary to vest the Trustees with full title to the property, and the Trustees agree to hold the Trust Estate, in Trust, nevertheless, for the following uses and purposes and subject to the terms and conditions hereinafter set forth:

I

The Trustees shall hold, manage, invest and reinvest the Trust Estate and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

- (1) During the lifetime of the Settlers, the Trustees shall pay to or apply for the benefit of the Settlers all the net income from the Trust.
- (2) During the lifetime of the Settlers, the Trustees may pay to or apply for the benefit of the Settlers such sums from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Settlers, taking into account to the extent the Trustees deems advisable, any other income or resources of the Settlers known to the Trustees.
- (3) The Settlers may at any time during his or her life time and from time to time, withdraw all or part of the principal of this Trust, free of trust, by delivering an instrument in writing duly signed by him or her to the Trustees, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustees shall thereupon convey and deliver to the Settlers, free of trust, the property described in such instrument.
- (4) The interests of the Settlers shall be considered primary and superior to the interests of any beneficiary.

II

The Settlor reserves and shall have the exclusive right, any time and from time to time during his or her lifetime by instrument in writing signed by a Settlor and delivered to the Trustees, to modify or alter this Agreement, in whole or in part, without the consent of the Trustees or any beneficiary provided that the duties, powers and liabilities of the Trustees shall not be changed without his or her consent and the Settlor reserves and shall have the right during his or her lifetime, by instrument in writing, signed by the Settlor and delivered to the Trustees, to cancel and annul this Agreement without the consent of the Trustees or any beneficiary hereof. Settlor expressly reserves the right to appoint successor trustees, replace present trustees and change the beneficiaries or the rights to property due any beneficiary.

III

In addition to any powers granted under applicable law or otherwise, and not in limitation of such powers, but subject to any rights and powers which may be reserved expressly by the Settlor in this agreement, the Trustees are authorized to exercise the following powers at the Trustees sole and absolute discretion.

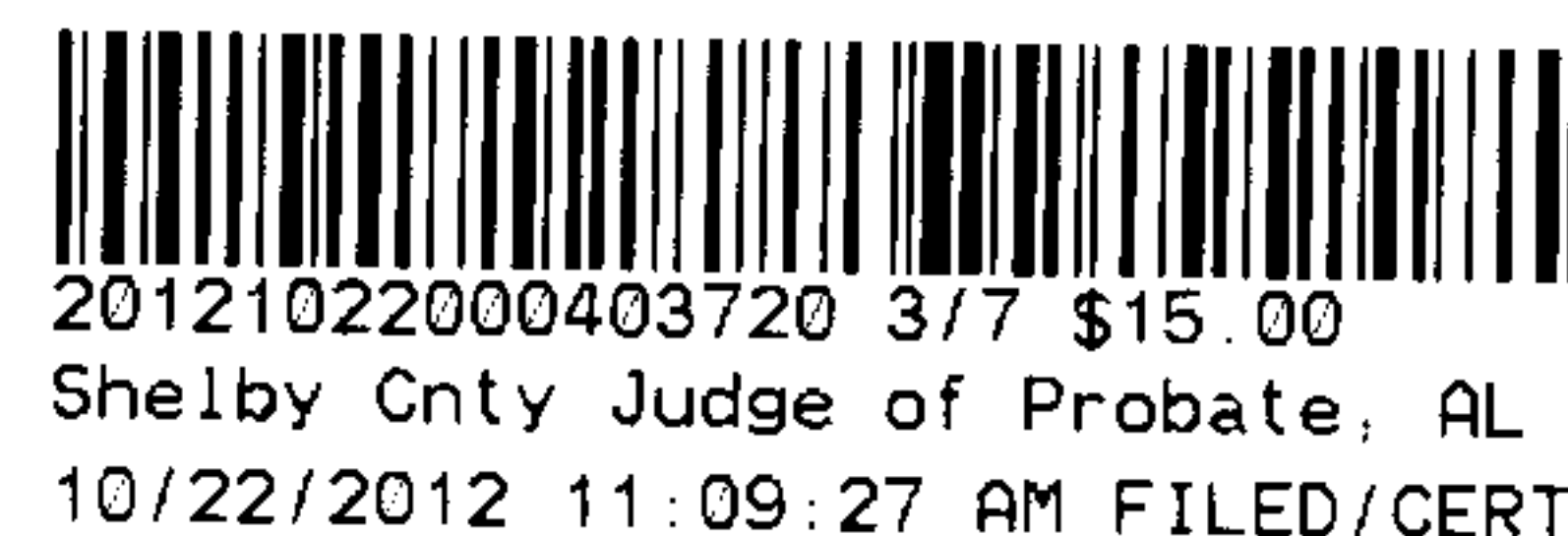
- A) To hold and retain any and all property, real, personal or mixed, received from the Settlor's estate, or from any other source, regardless of any law or rule of court relating to diversification, or non-productivity, for such time as the Trustees shall deem best and to dispose of such property by sale, exchange or otherwise, as and when they shall deem advisable; notwithstanding this provision or any other contained herein.
- B) To sell, assign, exchange, transfer, partition and convey, or otherwise dispose of any property, real, personal or mixed, which maybe included in or may at any time become part of the Trust Estate, upon such terms and conditions as deemed advisable either public or private sale, including options and sales on credit and for the purpose of selling, assigning, exchanging, transferring, partitioning or conveying the same, to make, execute, acknowledge, and deliver any and all instruments of conveyance, deeds of trust, and assignments in such form and with such warranties and covenants as they may deem expedient and proper, and in the event of any sale, conveyance or other disposition

of any Trust Estate, the purchaser shall not be obligated in any way to see the application of the purchase money or other consideration passing in connection therewith.

- C) To invest and reinvest or leave temporarily uninvested any or all of the funds of the Trust Estate as said Trustee in the Trustee's sole discretion may deem best, including investments in stocks, common and preferred, and common trust fund, without being restricted to those investments expressly approved by statute for investment by fiduciaries, and to change investments from realty to personality and vice versa.
- D) To compromise, adjust, arbitrate, sue, defend, abandon or otherwise deal with and settle claims, in favor of or against the Trust Estate as the Trustee shall deem best and the Trustee's decision shall be conclusive.
- E) To engage and compensate, out of the principal or income or both, as equitably determined, agents, accountants, brokers, attorneys-in-fact, attorneys-in-law, tax specialists, realtors, custodians, investment counsel, and other assistants and advisors and to do so without liability for any neglect omission, misconduct or default of any such agent or professional representative, provided he or she was selected and retained with reasonable care.
- F) To vote any stock, bonds or other securities held by the Trust at any meetings of stockholders, bondholders or other security holders or to delegate the power to do so to attorneys-in-fact or proxies under power of attorney.
- G) To undertake such further acts as are incidental to any of the foregoing or are reasonably required to carry out the tenor, purpose and intent of the Trust.
- H) To make loans or advancements to the executor or other personal representatives of the Settlor's Estate, in case such executors or Trustees are in need of cash for any reason. Such loans or advancements maybe secured or unsecured and the Trustees shall not be liable for any loss resulting to the Trust Estate by reason of the exercise of this authority.

IV

Before final division or allocation of Trust principal, the trustees shall pay (a) all legally enforceable



debts (b) the expenses of any final illness and funeral (c) the administration expenses by reason of death and (d) the estate and inheritance taxes payable in any jurisdiction by reason of my death. If a personal representative of my probate estate is appointed within six months after my death, then the trustees shall pay the preceding items, when certified in writing, to the extent that the value of cash and marketable assets of my residuary estate is insufficient to pay those items.

V

Upon death of the Settlor or the last surviving Settlor, the remaining assets of the Trust Estate shall be distributed to the beneficiaries in the proportionate and allocable amount as are specified in the Schedule of Beneficiary, hereto annexed as Schedule B as may then be in force. If any beneficiary and Settlor should die under such circumstances as would render it doubtful whether the beneficiary or the Settlor died first, then it shall be conclusively presumed for the purposes of this Trust that said beneficiary predeceased the Settlor.

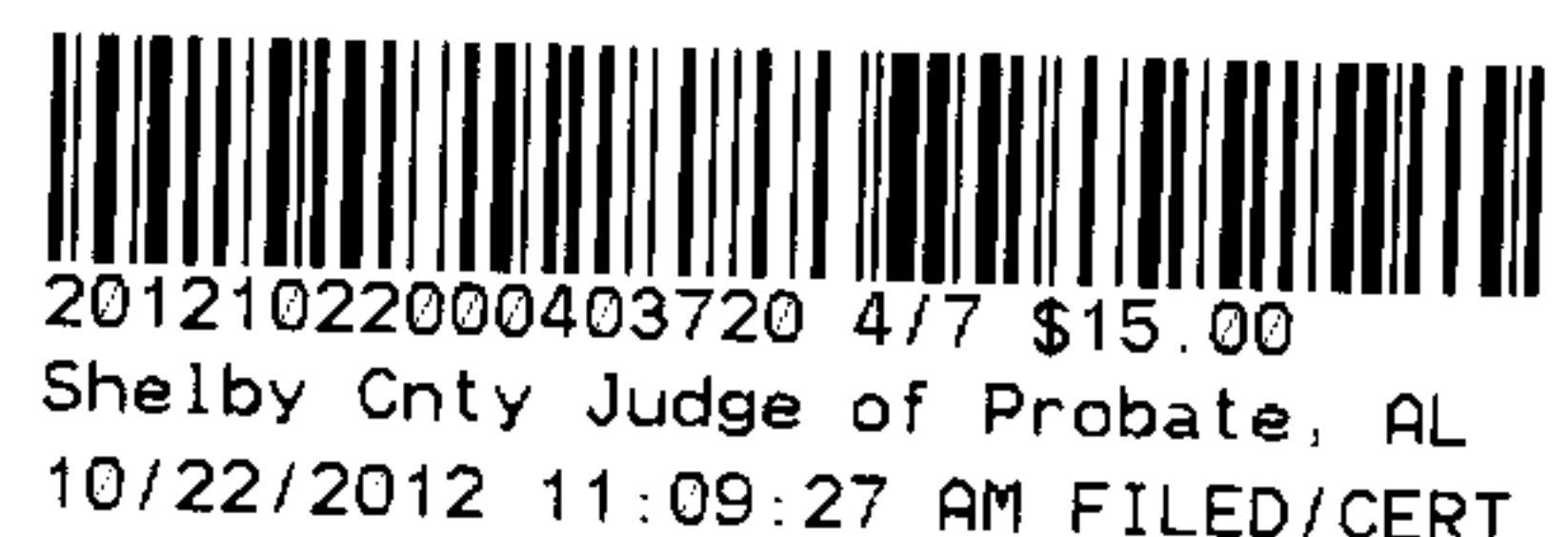
VI

The Settlor, **Nicholas C. Cairns and Raphael M. Fahy-Cairns**, on the death of the last survivor, appoint as successor trustees **Patrick Fahy and Olive Nolan Fahy**. In the event of the death, disability or incapacity of the stated successor trustees **Rev. Paul Fahy** is appointed to distribute the assets contained in this instrument.

VII

This Trust Agreement shall be construed, regulated and governed by and in accordance with the law of the state of Alabama.

We certify that we have read the foregoing Trust Agreement and it correctly states the terms and conditions under which the Trust Estate be held, managed and disposed of by the Settlor and Trustees, **Nicholas C. Cairns and Raphael M. Fahy-Cairns**.



Dated: 7-23-2012

M.C. Cairns
Settlor
MC Cairns
Trustee

R.M. Fahy-Cairns
Settlor
R.M. Fahy-Cairns
Trustee

WITNESSES

The foregoing instrument, consisting of 5 pages was signed in our presence by Settlers, Nicholas C. Cairns and Raphael M. Fahy-Cairns. We have subscribed our names below as witnesses. We declare that we are of sound mind and of the proper age to witness a revocable trust and the Settlers are legally competent to make a revocable trust and of sound mind and under no undue influence or constraint. Under penalty of perjury we declare these statements to be true on this 23 day of July, 2012 at BYRANT BANK COLUMBIANA, AL.

Melinda S. Walker
Witness

Cathy Ingram
Witness

NOTARY PUBLIC

State of Alabama

County of Shelby

On July 23, 2012 I, Melinda S. Walker a notary public in and for said County and State, hereby certify that Raphael M. Fahy-Cairns and Nicholas C. Cairns, whose name is signed to the foregoing trust agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the trust agreement, they as Settlers executed the same voluntarily on the day the same bears date.

Given under my hand this 23rd date of July, A.D. 2012

Melinda S. Walker
Notary Public

My Commission Expires _____

20121022000403720 5/7 \$15.00
Shelby Cnty Judge of Probate, AL
10/22/2012 11:09:27 AM FILED/CERT

MELINDA S. WALKER
Notary Public, State of Alabama
My Commission Expires
10/22/2012

SCHEDULE (A) OF PROPERTY

Real Estate:

House and Land as two parcels: 125 Hickory Street, Columbiana, Alabama 35051-9415

Parcel # 1 20 4 19 0 000 010.017

**Com SE Cor S19 Th N 100' to Beg Th Cont N 330' Th SW 330' N
ROW Proposed Ext. Hickory St Th SE on ROW 320' to POB**

Parcel # 2 20 4 20 0 000 009.000

**Com SW Cor S20 Th E 170' to Beg Th Cont E 500' Th N 1290' Th
W 410' Th SW 236.12 Th NW 83.19' Th SW 131.93' Th E 230' Th
SE 374.68 Th Sw 350' Th SE 200' To POB**

**Land on Shelby Cty Rd. 66 or:
Industrial Rd, Alabaster, Ala**

Parcel # 1 13 7 35 2 001 001.002

**Com SE Cor NE $\frac{1}{4}$ NW $\frac{1}{4}$ W 406.4' to POB W 407.64' N to S ROW
LN CO RD 66 E 409.46' ALG SD ROW S 594.25' to POB**

Parcel # 2 13 7 35 2 001 001.003

**BEG SE Cor NE $\frac{1}{4}$ NW $\frac{1}{4}$ W 406.74 N 594.25 to S ROW LN CO RD
66 E 406.66 S597.03 to POB**



SCHEDULE (B) OF BENEFICIARIES

At the death of the last Settlor in this Trust Estate, the executor Trustees shall (a) assign, designate or provide \$40,000.00 for the maintenance of the Fahy Family Burial Plot in Douras Cemetery, Woodford, County Galway, Ireland, (b) distribute the remaining principal held in this instrument to the following individuals in equal shares, *per stirpes*: Rita Hodgins, Nora Flaherty, Michael Fahy, Rev. Paul Fahy, Orla Fahy, Patrick Fahy and Edward Fahy, (c) if Rita Hodgins is deceased at the time of this distribution, her share shall be divided equally between Harold Hodgins (son) and Mary Hodgins Fean (daughter), (d) if Michael Fahy is deceased at time of this distribution, his share shall be given to his spouse, Marie Keating Fahy.

PREPARED:
N.C. CAIRNS
125 HICKORY ST
COLUMBIANA, AL
35051



20121022000403720 7/7 \$15.00
Shelby Cnty Judge of Probate, AL
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