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DECLARATION OF TRUST
made as of May 28th, 1992

by

MARY LOU POARCH

Grantor

and

HOWARD D. POARCH

Trustee

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Inst # 1995-31285

Inst # 1995-31285

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SHELBY COUNTY JUDGE OF PROBATE
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DECLARATION OF TRUST

DECLARATION OF TRUST, made as of May 28th, 1992, among MARY LOU POARCH, having an address at 521 13TH STREET N.W., ALABASTER, ALABAMA 35007, as grantor (hereinafter referred to as the "Grantor"), and HOWARD D. POARCH, having an address at 2550 JAMESTOWN ROAD, BIRMINGHAM, ALABAMA 35226, as trustee (hereinafter referred to as the "Trustee").

W I T N E S S E T H:

WHEREAS, the Grantor desires to create a revocable trust of the property described in Exhibit A hereto, together with such monies, securities and other assets as the Trustee hereafter may hold or acquire hereunder (said property, monies, securities and other assets, together with any additions thereto received pursuant to the Grantor's Last Will and Testament or as the proceeds of insurance on the Grantor's life, or otherwise, being hereinafter referred to as the "trust fund"), for the purposes and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Grantor hereby transfers, assigns and delivers to the Trustee as and for the trust fund the property more particularly described in Exhibit A hereto, to hold the same, and any other property which the Trustee hereafter

may acquire, IN TRUST, for the purposes and upon the terms and conditions hereinafter set forth:

ARTICLE FIRST

Directions Of Grantor

The Trustee shall hold, manage, invest and reinvest the trust fund, shall collect the income therefrom, and shall pay the net income and any part or all of the principal thereof to whomever the Grantor from time to time may direct in writing. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least annually and thereafter shall be held, administered and disposed of as part thereof.

ARTICLE SECOND

Disability Of Grantor

If at any time the Grantor, in the judgment of the Trustee, shall be under any legal disability or shall be unable to manage properly her affairs by reason of illness or mental or physical disability, the Trustee may pay or apply so much or all of the net income and the principal of the trust fund as the Trustee deems necessary or advisable for the health, education, maintenance or support of the Grantor, in such amounts and proportions as the Trustee may determine, or for the payment of insurance premiums on life of the Grantor. The Trustee also may pay any gift taxes and income taxes incurred by the Grantor, whether caused by the sale of any assets comprising the trust fund or otherwise. Any income not so paid or applied shall be accumulated and added to the principal

of this trust at least annually and thereafter shall be held, administered and disposed of as part thereof. In making any payment hereunder, the Trustee may consider, but shall not be required to consider, the income and other resources of the Grantor, her husband and her children. No such payment shall be charged upon a subsequent division of the trust fund against the principal of any share which may be set apart for any beneficiary hereunder.

ARTICLE THIRD

Successor Beneficiaries

Upon the death of the Grantor, the Trustee shall hold the proceeds of any life insurances policies, together with any other property which the Trustee may have or receive from any source, as a trust estate and shall manage and control same, with all the powers and subject to the limitations hereinafter enumerated for the following uses and purposes:

A) If my husband, Demoval E. Poarch, shall be living at the time of my death, then the Trustee is authorized to accumulate the net income or to pay or apply so much thereof to the use of such one or more (all or none) of the following persons: 1) my son, Howard D. Poarch , 2) my grandson, James Douglas Poarch, Jr., 3) my grandson, Johnathan E. Poarch, in such amounts and proportions as my said trustee in his sole and absolute discretion shall deem advisable from time to time without regard to equality of distribution. Any accumulated income shall be periodically, at least annually, incorporated into the principal of the trust fund

as an integral part thereof to be held, administered and distributed in accordance with all of the terms, conditions and limitations applying thereto. In exercising his discretion as to the amount (if any) of such net income which is to be paid to any of the aforesaid beneficiaries, my Trustee may but shall not be required to take into consideration any other income or property which is available to any such beneficiary from any other source.

B) Upon the death of my husband, Demoval E. Poarch, or if my said husband shall be deceased at the time of my death, then the Trustee shall proceed to collect the life insurance proceeds and thereafter shall distribute any and all principal and accumulated income of the trust as soon as practical to the following:

Howard D. Poarch	50% of Trust
James Douglas Poarch, Jr.	25% of Trust
Johnathan E. Poarch	25% of Trust

If Howard D. Poarch shall predecease me or my husband, Demoval E. Poarch, then his interest in this Trust shall lapse and shall be divided equally among James Douglas Poarch, Jr. and Johnathan E. Poarch, or the survivor of either if either shall be deceased as of the date of the termination of the trust.

If James Douglas Poarch, Jr. or Johnathan E. Poarch shall predecease me or my husband, Demoval E. Poarch, then the interest of such deceased beneficiary shall lapse. The survivor of James Douglas Poarch, Jr. or Johnathan E. Poarch shall succeed to the interest of such deceased beneficiary.

If Howard D. Poarch, James Douglas Poarch, Jr. and Johnathan E. Poarch shall all predecease me and my husband, Demoval E. Poarch, then the principal and accumulated income of this trust shall be distributed to my children or to their issue per stirpes, if any of my children shall be deceased.

If James Douglas Poarch, Jr. and Johnathan E. Poarch shall predecease me and my husband, Demoval E. Poarch, but my son, Howard D. Poarch shall survive me and my husband, then the shares previously allocated to James Douglas Poarch, Jr. and Johnathan E. Poarch shall be distributed to my son, James Douglas Poarch, or his living issue, per stirpes, should James Douglas Poarch be deceased as of the date of the termination of the Trust.

ARTICLE FOURTH

Distributions To Minors Or Incompetents

In any case in which the Trustee is authorized or directed by any provision of this Agreement to pay or distribute income or principal to any person who shall be a minor or incompetent, the Trustee, in its sole discretion and without authorization of any court, may pay or distribute the whole or any part of such income or principal to such minor or incompetent personally, or may apply the whole or any part thereof directly to the health, education, maintenance or support of such minor or incompetent, or may pay or distribute the whole or any part thereof to the guardian, committee, conservator or other legal representative, wherever appointed, of such minor or incompetent or to the person with whom such minor or incompetent may from time to time reside, or in the

case of a minor, may pay or distribute the whole or any part thereof to a custodian for such minor under any gifts to minors or transfers to minors act. The receipt of the person to whom any such payment or distribution is so made shall be a sufficient discharge therefor, even though the Trustee may be such person.

The Trustee, in its sole discretion, may defer payment or distribution of any or all income or principal to which a minor may be entitled until such minor shall attain the age of twenty-one (21) years, or to make such payment or distribution at any time and from time to time, during the minority of such minor, holding the whole or the undistributed portion thereof as a separate fund vested in such minor but subject to the power in trust hereby given to the Trustee to administer and invest such fund and to use the income or principal thereof for the benefit of such minor as if such fund were held in trust hereunder. The Trustee shall pay and distribute any balance of such fund to such minor when such minor shall attain the age of twenty-one (21) years. Except as is hereinabove provided, if such minor shall die before attaining the age of twenty-one (21) years, the Trustee shall pay and distribute such balance to the executors, administrators or legal representatives of the estate of such minor, or if there shall be no such legal representative, to such persons as would have inherited the same and in the same proportions as they would have taken if such minor had died intestate, unmarried, the absolute owner thereof and a resident of the State in which such minor shall die domiciled.

The word "minor", wherever used in this Article FIFTH, shall mean any person who has not attained the age of twenty-one (21) years.

ARTICLE FIFTH

Life Insurance Policies

With respect to any insurance policies payable to the Trustee, the Trustee, upon being advised that any sum is so payable by reason of the death of the Grantor, shall endeavor to collect the same, and may bring a suit or action therefor, or may compromise, adjust, settle or submit to arbitration any claims therefor. The Trustee shall be entitled to reimbursement from the trust fund for expenses incurred by the Trustee in collecting or attempting to collect any such sum by suit, action or otherwise. The Trustee, however, shall be under no duty to bring a suit or action unless the expenses of the Trustee, including attorneys' fees, shall have been advanced or guaranteed to the satisfaction of the Trustee. The Trustee may repay, out of the trust fund, any advances made by the Trustee or reimburse the Trustee for expenses incurred in collecting or attempting to collect any sum as aforesaid.

The Trustee in no case shall be under any duty or obligation to make any claim against the Grantor's estate, or take any action against the executors, administrators or legal representatives of the Grantor's estate, for reimbursement for any reduction of the sums payable upon the death of the Grantor by reason of unpaid premiums or for any other cause, including any loans and interest thereto secured by any insurance policies.

During the life of the Grantor, the Trustee may, in its discretion, apply the net income or principal of the trust fund to the payment of premiums on any life insurance policy of which the Trustee or any trust hereunder is beneficiary. If the net income and principal is insufficient to pay such premiums, the Trustee may notify the Grantor and the beneficiaries of the trust of such insufficiency and give them the opportunity to furnish the necessary funds. If neither the Grantor nor any of the beneficiaries furnishes the funds necessary to pay the premiums, the Trustee may, but shall not be obligated to, obtain the funds required to pay such premiums by selling a portion of the principal of the trust fund, by borrowing on the security of such principal, by borrowing against the cash surrender value of the policy or by surrendering some policies and using the proceeds to pay the premiums on other policies. The Trustee also is authorized to convert such policies to paid-up or extended term insurance if the trust fund does not have the necessary funds to pay the premiums. If no funds are available for the payment of the premiums of any insurance policy, the Trustee may assign ownership of such policy to the then living income beneficiaries of the trust.

The Grantor retains, during her life, all of the rights, options and privileges reserved to or conferred upon her by the terms of said insurance policies, including without limitation the right to borrow upon and pledge such policies, to change the beneficiary thereof, to convert such policies into other forms of insurance, to collect the cash value thereof, to permit or direct the same to lapse, and to receive dividends and other lifetime benefits

of any kind payable to her by the terms thereof. The Grantor may exercise the foregoing rights without the consent of the Trustee or any beneficiary hereunder.

ARTICLE SIXTH

Right To Revoke Or Amend

The Grantor reserves the right, at any time and from time to time, and without the consent of any person or notice to any person other than the Trustee, to amend or revoke in whole or in part this Agreement or any trust created hereunder, including the right to change the terms or beneficiaries thereof, by delivering to the Trustee written notice of such amendment or revocation signed by the Grantor. Any such amendment, however, shall not increase the obligations, or reduce the commissions, of the Trustee without the consent of the Trustee. Upon any such revocation, the Trustee shall deliver to the Grantor all property in the possession or control of the Trustee with respect to any trust which has been revoked and shall execute and deliver any instruments necessary to release any interest of the Trustee in such property. The sale or other disposition by the Grantor of the whole or any part of the trust fund held hereunder shall constitute as to such whole or part a revocation of this Agreement and the trust or trusts affected thereby.

The Grantor reserves the power and right during the life of the Grantor to collect any interest or other income which may accrue from the trust fund and, in her sole discretion, to accumulate such income as a trust asset or to pay such income to the

Grantor individually and not in any fiduciary capacity. The Grantor further reserves the power and right during life of the Grantor to pledge all or any part of the trust fund as collateral for any loan.

ARTICLE SEVENTH

Termination Of Trusts

Notwithstanding anything to the contrary contained herein, if the principal of any trust created under this Agreement shall at any time be of a size which in the sole judgment of the Trustee shall make it inadvisable or unnecessary to continue such trust, the Trustee, in its sole discretion, may pay and distribute the entire principal of such trust and all accrued and undistributed income to the beneficiaries of such trust, discharged of trust, and such trust thereupon shall terminate.

ARTICLE EIGHTH

Powers Of Trustee

In the administration of any property at any time forming a part of the trust fund, including accumulated income, and in the administration of any trust created hereunder, the Trustee, in addition to and without limitation of the powers provided by law, shall have the following powers to be exercised in the absolute discretion of the Trustee, except as otherwise expressly provided in this Agreement:

(a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments.

(b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable.

(c) To invest and reinvest in common or preferred stocks, securities, investment trusts, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments.

(d) To render liquid the trust fund or any trust created hereunder in whole or in part, at any time and from time to time, and to hold cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable.

(e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder.

(f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges.

(g) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities.

(h) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee.

(i) To pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust fund or any trust created hereunder against others or of others against the same as the Trustee may deem advisable, and to make any payments in connection therewith which the Trustee may deem advisable.

(j) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by pledge of any property.

(k) To make distribution of the trust fund or of the principal of any trust created hereunder in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, without regard to the income tax basis of the property distributed to any beneficiary of any trust.

(l) To allocate receipts and disbursements of the trust fund between income and principal as the Trustee in its discretion may determine.

(m) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers. No party to any such instruments or writings shall be obligated to inquire into its validity.

(n) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

No person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee.

No Trustee shall be liable for acts or omissions in administering the trust fund or any trust created by this Agreement, except for that Trustee's own actual fraud, gross negligence or willful misconduct. If any Trustee becomes liable as Trustee to any other person who is not a beneficiary in connection with any matter not within the Trustee's control and not due to the Trustee's actual fraud, gross negligence or willful misconduct, such Trustee shall be fully indemnified and held harmless by the trust fund and any trust created hereunder giving rise to such liability, as the case may be, against and in respect of any damages that such Trustee may sustain, including without limitation attorneys' fees. No successor Trustee shall incur any liability as a result of qualifying as a Trustee hereunder before receiving an account of the previous administration of the trust fund and the trusts created hereunder.

The Trustee is authorized, but not required, to accept any property transferred to the Trustee by any person during such person's lifetime or by such person's Last Will and Testament. Any property so transferred to, and accepted by, the Trustee shall become a part of such trust or trusts created by this Agreement as such person shall direct and may be commingled with the other property in the trust or trusts to which such property has been added and shall be held, administered and disposed of as a part of such trust or trusts.

The Trustee, at any time and from time to time, may render to the Grantor an account of the acts and transactions as the Trustee with respect to the income and principal of any trust

created hereunder, from the date of creation of such trust or from the date of the last previous account of the Trustee. Such account shall be rendered in any form acceptable to the Grantor and the Trustee. The Grantor shall have full power and authority on behalf of all persons interested in such trust, whether such interest relates to income or principal, to settle and adjust such account. Such settlement shall be final and conclusive upon all persons so interested in such trust and the Trustee shall not be required to obtain judicial approval of the account or accounts so settled. Upon such settlement, the Trustee shall be fully and completely discharged and released from all further liability, responsibility and accountability for or with respect to their acts and transactions as set forth in the account or accounts so settled. Nothing herein, however, shall be construed as a limitation upon the right of the Trustee to seek judicial settlement of their account or accounts whether or not such account or accounts are so settled.

ARTICLE NINTH

Appointment Of Trustee

The Grantor hereby appoints HOWARD D. POARCH as Trustee hereunder. The Grantor hereby appoints STEVE E. MARTIN, having an address at 2700 HIGHWAY 280 EAST, BIRMINGHAM, ALABAMA 35223, as successor Trustee hereunder in the event HOWARD D. POARCH for any reason shall fail or cease to act as Trustee.

The Trustee shall have the right to resign at any time during the life of the Grantor by giving written notice to the

Grantor and at any time after the death of the Grantor by giving written notice to the then income beneficiaries of each trust created hereby, or if none of the income beneficiaries of a trust are sui juris, to the persons sui juris who would be entitled to a share of the principal of such trust if it were then to terminate. The expenses of the accounting of a resigning Trustee shall be a proper charge against such trust.

The term "Trustee" wherever used herein shall mean the trustee in office from time to time. Any such trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

No bond or other security shall be required of any Trustee acting hereunder for the faithful performance of the duties of Trustee, notwithstanding any law of any State or jurisdiction to the contrary.

ARTICLE TENTH

Decisions Of Trustee Are Conclusive

The determination of the Trustee in respect of the amount of any discretionary payment of income or principal from any trust established hereunder, and of the advisability thereof, shall be final and conclusive on all persons, whether or not then in being, having or claiming any interest in such trust, and upon making any such payment, the Trustee shall be released fully from all further liability or accountability therefor.

The right of any beneficiary to any payment of income or principal shall in every case be subject to any charge or deduction

which the Trustee may make against the same under the authority granted to the Trustee by any law or by this Agreement.

ARTICLE ELEVENTH

Rights Of Beneficiaries Are Not Assignable

No disposition, charge or encumbrance on the income or principal of any trust established hereunder shall be valid or binding upon the Trustee. No beneficiary shall have any right, power or authority to assign, transfer, encumber or otherwise dispose of such income or principal or any part thereof until the same shall be paid to such beneficiary by the Trustee. No income or principal shall be subject in any manner to any claim of any creditor of any beneficiary or liable to attachment, execution or other process of law.

ARTICLE TWELTH

Construction

This Agreement and all trusts created hereunder shall be construed and enforced in accordance with the laws of the State of Alabama, and the validity and effect of this Agreement shall be determined in accordance with the laws of the State of Alabama.

The words "child" and "children", wherever used in this Agreement, shall include not only the child and children of the person or persons designated, but also the legally adopted child and children of such person or persons. The word "issue", wherever used in this Agreement, shall include not only the child, children and issue of the person or persons designated, but also the legally

adopted child and children of such person or persons and the child, children or issue thereof.

Wherever used in this Agreement and the context so requires, the masculine shall include the feminine and the singular shall include the plural, and vice versa.

The captions in this Agreement are for convenience of reference, and they shall not be considered when construing this Agreement.

If under any of the provisions of this Agreement any portion of the trust fund would be held in trust for longer than a date twenty-one years after the death of the last survivor of the Grantor, her husband, and the beneficiaries hereunder in being when this Agreement becomes irrevocable; then, upon such date, the trust of such portion shall terminate and the principal, and any unpaid income thereof, shall be paid and distributed to the person or persons then living who would have been entitled to receive the income therefrom had the trust continued, in the proportions to which they would have been so entitled.

ARTICLE THIRTEENTH

Binding Effect

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned Grantor and upon the Trustee acting hereunder.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

Mary Lou Poarch

MARY LOU POARCH
Grantor

Steve L. Martin

WITNESS

EXHIBIT A

TRUST FUND PROPERTY

The Trustee is being designated as beneficiary of the following insurance policies:

Term life insurance policies contained in the contributory and noncontributory Group Life Insurance plans of E.I. duPont de Nemours & Company (INC.)

STATE OF ALABAMA)
) SS.:
COUNTY OF JEFFERSON)

I, MARTIN R. STRAMER, a notary public, hereby certify that MARY LOU POARCH, 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, she executed the same voluntarily on this 28th day of May, 1992.

Given under my hand and official seal this 28th day of May, 1992.

Martin R. Stramer
Notary Public
My commission expires on
August 8, 1995



**FIRST AMENDMENT TO THE
REVOCABLE TRUST AGREEMENT
OF
MARY LOU POARCH**

TO: Howard D. Poarch as Trustee under the Revocable Trust Agreement dated May 28, 1992.

Pursuant to the right reserved to me under Article **Sixth** of the above trust agreement, I hereby amend that trust agreement as follows:

FIRST: I delete **ARTICLE THIRD** of the trust agreement in its entirety and substitute therefor the following:

ARTICLE THIRD

Successor Beneficiaries

Upon the death of the Grantor, then the Trustee shall proceed to distribute any and all principal and accumulated income of the trust as soon as practical to the following:

Howard D. Poarch	50% of Trust
James Douglas Poarch, Jr.	25% of Trust
Jonathan E. Poarch	25% of Trust

If Howard D. Poarch shall predecease me, then his interest in this Trust shall be divided equally between Michael Poarch and Floyd Poarch, or the survivor of either if either shall predecease me.

If James Douglas Poarch, Jr. or Jonathan E. Poarch shall predecease me, then the interest of such deceased beneficiary shall pass to the survivor of James Douglas Poarch, Jr. or Jonathan E. Poarch.

If James Douglas Poarch, Jr. and Jonathan E. Poarch shall both predecease me, then the shares of this Trust previously allocated to both of the deceased beneficiaries shall be distributed to my son, James Douglas Poarch, or to his living issue, per stirpes,

should James Douglas Poarch predecease me.

SECOND: I confirm and readopt the remaining provisions of the Trust Agreement, reserving to myself the right to further amend any provision of the Trust and or this Amendment of that Trust.

November 8th, 1994.

Mary Lou Poarch
Mary Lou Poarch, Grantor

STATE OF ALABAMA)
) SS.:
COUNTY OF JEFFERSON)

I, STEVE E. MARTIN, a notary public, hereby certify that **MARY LOU POARCH**, 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, she executed the same voluntarily on this 8th day of November, 1994.

Given under my hand and official seal this 8th day of November, 1994.

Steve E. Martin
Notary Public
My commission expires 11/13/94

The undersigned acknowledges receipt of and consents to the foregoing amendment as of the day and year last above written.

Howard O. Poarch
Howard O. Poarch, Trustee

Inst # 1995-31285

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