

DECLARATION OF PLAN LIFE TRUST
(THIRD-PARTY FUNDED)

THIS TRUST AGREEMENT (hereinafter referred to as "Master Discretionary Trust"), made this 26th day of June, 2007, by and between PLAN OF MARYLAND-D.C., INC. ("PLAN OF MD/DC"), a Maryland non-profit corporation, with principal offices in Silver Spring, Maryland (hereinafter referred to as "GRANTOR"), and PLAN OF MARYLAND-D.C., Inc. ("PLAN OF MD/DC"), a Maryland non-profit corporation with principal offices in Silver Spring, Maryland (hereinafter referred to as "TRUSTEE"). This Trust shall be called **THE PLAN LIFE TRUST** dated June 26, 2007.

ARTICLE 1
DECLARATION AND PURPOSE OF TRUST

1.1 The Grantor establishes this Trust for the benefit of persons with disabilities and their families, to invest, manage and make distributions of trust property for the purposes and in accordance with the terms and conditions set forth in this Master Discretionary Trust Agreement and, for any particular Beneficiary, with the Joinder Agreement executed for the benefit of such Beneficiary. It is the general purpose of the trust to promote the quality of life and well-being of disabled beneficiaries by using the trust property to serve and provide for their respective interests over and above their basic maintenance, support and care or any other service or benefit which is or may be paid for or provided by local, state or federal governments or any agency thereof.

ARTICLE 2
JOINDER AGREEMENTS WITH INDIVIDUAL SETTLORS
SEPARATE TRUST ACCOUNTS

2.1 Joinder Agreements Between Trustee and Settlor: From time to time, Trustee may enter into an agreement, in a form satisfactory to Trustee, with a disabled Beneficiary's family members or friends (hereafter called "Settlor") who make additions of property to the Trust on behalf of the Beneficiary. Each such agreement (hereafter "Joinder Agreement") shall incorporate by reference this master trust agreement. Each Joinder Agreement, together with this Master Discretionary Trust agreement, as incorporated, shall constitute a separate and legally binding trust agreement between such Settlor and the Trustee. Each such agreement shall be subject to the Maryland Discretionary Trust Act, MD Code Ann., E&T Art 14-401, et seq. The Joinder Agreement may specify only a single current beneficiary. Each Settlor must be a member in good standing of PLAN of MD/DC at the time the Trustee and Settlor execute the Joinder Agreement. The addition of property pursuant to each Joinder Agreement shall be held, maintained and accounted for as a separate, identifiable trust account (hereafter "Trust Account") under this Master Discretionary Trust instrument and shall be used, administered and distributed for the sole benefit of the disabled person for whom it was created and in accordance with the terms of this instrument and with the choice of provisions made by the Settlor in the Joinder Agreement.

2.2 Incorporation By Reference and Elections. Pursuant to the Joinder Agreement, the Settlor will have the opportunity to elect whether the provisions of certain sections of this Master Discretionary Trust Agreement shall apply or not apply to the Trust Account established thereby. The Joinder Agreement must be accompanied by a Personal Plan of Care approved by PLAN of MD/DC in which the Settlor sets forth a personal plan of care for the Beneficiary and which shall serve as guidance to the Trustee in funding the care needs of the Beneficiary.

2.3 Sufficiency of Funding To Meet Trust Goals. The total amount of additions made by a Settlor to his or her Beneficiary's separate Trust Account must, at the outset, be reasonably sufficient, in terms of income and principal, to fund the care proposals set forth in the Personal Plan of Care. The Settlor understands the Trustee does not guarantee that all services under the Personal Plan of Care will be provided, and the Trustee reserves the right to modify the Personal Plan of Care if the funding of the Trust Account is fundamentally inadequate to meet the goals of the Personal Plan of Care. Furthermore, Settlers acknowledge that this is a discretionary trust, not a support trust, and that Trustee is at all times free to exercise its unfettered discretion as to the needs of the Beneficiary without regard to the contents of the Personal Plan of Care.

2.4 Restrictions on Property Added to Trust Account for Beneficiary: Any person or entity other than the Beneficiary may add property to the Trust Account at any time while the Joinder Agreement is in effect. In particular, the Beneficiary cannot make additions or contributions of his own funds or property to the Trust Account. The property tendered as an addition to a Trust Account must be acceptable to, and affirmatively accepted in writing by, the Trustee.

ARTICLE 3 **DISPOSITIVE PROVISIONS**

3.1 Disposition of Property Contributed to Trust by Grantor. With respect to property conveyed to this Master Discretionary Trust by Grantor, as set forth in Schedule A and in subsequent additions, the Trustee shall expend as much of the net income and principal as the Trustee in its sole discretion deems advisable to defray the reasonable costs of administering this Master Discretionary Trust; to compensate such custodians, investment advisors, attorneys, accountants, employees, and other professionals as the Trustee, in its sole discretion, shall employ from time to time to assist the Trustee in the administration of this Master Discretionary Trust; to pay for any normal and customary operating expenses; to fulfill Trustee's duties and responsibilities as fiduciary; and to carry out any further direction and undertakings assigned to it by Grantor to the extent the same do not conflict with Trustee's fiduciary duties owed to individual Beneficiaries. Any net income not so expended may, from time to time, be accumulated and added to principal.

3.2 Disposition of Property From Each Separate Trust Account. As to each Trust Account established pursuant to a Joinder Agreement between a Settlor and the Trustee, all property contributed to such Trust Account shall be managed, administered and distributed in accordance with the elections made by the Settlor in the Joinder Agreement and the applicable provisions which follow:

3.2.1 Income and Principal Distributions During Beneficiary's Lifetime. During the lifetime of the Beneficiary, the Trustee, in its sole, absolute and uncontrolled discretion, shall pay or apply as much of the net income and principal from the Trust Account to or for the benefit of the Beneficiary as the Trustee, in its sole, absolute and uncontrolled discretion, may think desirable from time to time. Net income not so paid or applied shall be accumulated and added to principal from time to time.

3.2.2 Precatory Statement by Settlor. Without in any way limiting the discretion granted to the Trustee under the other provisions of this Trust Agreement, the Settlers call to the attention of the Trustee that they are more interested in the current welfare and comfort of their disabled Beneficiary than in remainder beneficiaries. It is the desire of Settlor that, whenever the disabled Beneficiary is living, the Trustee will be liberal in making distributions to the disabled Beneficiary rather than preserving the trust estate for future distributions to remainder beneficiaries. In this regard, Settlers authorize the Trustee to exhaust the principal. This Paragraph is in no way designed to limit or expand

the discretion granted to the Trustee, but it is intended merely as a guide for the Trustee to what the Settlers hope will be the pattern of administration of the Trust created under this Trust Agreement.

3.3 Next Friend. In the Joinder Agreement, the Settlor may appoint a Next Friend and one or more successors. For as long as a trust exists for the benefit of the Beneficiary, the Next Friend shall at least annually evaluate and report to the Trustee regarding the Beneficiary's (1) physical and mental condition, (2) financial welfare and comfort, (3) educational, medical, and other programs in which the Beneficiary is participating, (4) medical care the Beneficiary is receiving, and (5) the extent to which the Beneficiary's legal rights are being enforced. This evaluation shall include at least one visit by the Next Friend to any dwelling in which the Beneficiary resides and consultation with the appropriate government officials to ensure that the Beneficiary is receiving all beneficial assistance for which the Beneficiary may be eligible. The Next Friend may request disbursements for the Beneficiary. The Trustee is authorized to communicate with the Next Friend regarding the Beneficiary's interests and to rely upon the Next Friend's recommendations as to disbursements on behalf or for the benefit of the Beneficiary. The Trustee is authorized to reimburse the Next Friend for his or her fees and expenses in serving in this capacity. The Next Friend is authorized, in the exercise of his or her sole and absolute discretion, to designate, by an acknowledged written instrument delivered to the Trustee, a successor Next Friend and to revoke any such designation in the same manner before it becomes effective.

3.4 Distribution of Non-Retirement Account Assets Upon Death of Beneficiary. Upon the death of the Beneficiary, the Trustee shall pay or apply the net remaining principal of a non-retirement Trust Account, if any, as follows:

3.4.1 To the extent of such assets available in the Trust Account, Trustee shall pay administrative expenses of the Trust, including its own fees and expenses, and of the Beneficiary's estate, as well as other contracted obligations incurred prior to the Beneficiary's death and, in Trustee's discretion, the expenses for the funeral and burial of the Beneficiary. The Trustee, in the Trustee's absolute discretion, shall have the power to pay from the Trust Account any death taxes of the Beneficiary of which the Trustee is made aware by the Beneficiary's personal representative to the extent that such taxes are attributable to the Trust Account. The Trustee may allocate such payment(s) for the Beneficiary's death taxes between income and principal. However, any trust property otherwise exempt from federal or state estate tax shall not be subject to the payment of any such death taxes.

3.4.2 The Trustee shall make no payments for obligations incurred in connection with the primary Beneficiary's health, support and maintenance if the Trustee determines, in its discretion, that payment is the obligation of any county, state, federal or other governmental agency which has a legal responsibility to serve persons with disabilities which are the same or similar to those of the primary Beneficiary herein.

3.4.3 Trustee shall distribute any remaining non-retirement account principal, as well as any accumulated income, to the persons or organizations named as remainder beneficiaries in the applicable Joinder Agreement, in the amounts or proportions set forth therein. Any accrued income received from non-retirement account trust assets after the death of any Beneficiary shall be treated by the Trustee as if it had accrued after such Beneficiary's death.

3.4.4 Distribution of the Beneficiary's retirement account assets, if any, shall be governed by Article 4 and not by this Par. 3.4.

ARTICLE 4
DIRECTION CONCERNING QUALIFIED RETIREMENT PLANS

4.1 Retirement Benefits. This Article concerns "Retirement Benefits" that may become distributable to the Trustee for the benefit of a Beneficiary by reason of a qualified plan participant's death. For purposes of this Article, the term "Retirement Benefits" means amounts held in or payable pursuant to a retirement or deferred income plan (of whatever type) qualified under Section 401 of the Code, or an individual retirement arrangement qualified under Section 408 of the Code, or a tax-sheltered annuity qualified under Section 403 of the Code, or any other benefits subject to the distribution rules of Section 401(a)(9) of the Code, collectively referred to as "Retirement Account".

4.2 Conditions for Trustee Acceptance of Retirement Account. The Trustee of The Plan Life Trust may be designated as beneficiary of a plan participant's Retirement Benefits. Upon the death of the plan participant, the Trustee shall accept the Retirement Account as a trust asset so long as a Joinder Agreement was executed prior to the plan participant's death (a) identifying a single initial Beneficiary of the Retirement Benefits and one or more remainder beneficiaries who are entitled to receive the Retirement Benefits after the death of the initial Beneficiary, and (b) specifying whether Retirement Account distributions by the Trustee to the initial Beneficiary shall be mandatory or discretionary. The Joinder Agreement shall not name Beneficiaries who are prohibited by Par. 4.8 of this Instrument.

4.3 Retirement Account Distributions to Be Held in Sub-Trust of Beneficiary's Trust Account. Any Retirement Account distributions made to the Trustee for the initial Beneficiary named in the Joinder Agreement may not be pooled or consolidated with any Retirement Account or Trust Account maintained for any other Beneficiary of The Plan Life Trust. The Retirement Account distributions for a Beneficiary of a Joinder Agreement must, at all times, be held and maintained as a separate, identifiable sub-trust of such Beneficiary's Trust Account.

4.4 Qualifying Sub-Trust as "Designated Beneficiary of Retirement Account. The sole purpose of each such sub-trust is to enable the sub-trust to be treated as a "designated beneficiary" under the rules governing the Retirement Benefits described in Paragraph 4.1. Therefore the Trustee shall have the power to and shall take all actions necessary or appropriate to ensure that any Retirement Account sub-trust created under this Trust and a related Joinder Agreement is treated as a "designated beneficiary" under such rules. This includes complying with all documentary delivery requirements under the Retirement Benefits rules. The Trustee and Settlers acknowledge that Retirement Benefits rules may be modified in the future, or other official guidance, such as a revenue ruling, may be issued by the Internal Revenue Service. In the event that any sub-trust does not qualify as a "designated beneficiary" either under the current Retirement Benefits rules or under any future modifications to such rules or other future guidance, the Trustee shall have the power and authority to amend the provisions of this Trust and of any Joinder Agreement to the extent necessary to cause such sub-trust to be treated as a "designated beneficiary" under the governing Retirement Benefits rules.

4.5 Trustee Direction to Distribute Retirement Account Over Life Expectancy of Designated Beneficiary. The Trustee shall direct the Retirement Plan Administrator that the balance (as of the date of the plan participant's death) of any Retirement Account shall be distributed over the life expectancy of the designated Beneficiary, or in such other faster method of distribution that the Trustee shall select, in accordance with the minimum required distribution rules ("MRD") of the Internal Revenue Code and the Treasury Regulations. The withdrawal shall be made at least annually.

4.6 Income and Principal. Notwithstanding that distribution of the Retirement Account to a Trust Account sub-trust shall be allocated to principal for trust accounting purposes, the Trustee shall allocate to income that portion of each annual installment payment from the Retirement Account. If distributions are received more frequently than annually, the Trustee shall allocate to income that portion of all distributions made during the annual period that represent income earned by the Retirement Account for such annual period.

4.7 Trustee Instruction to Plan Administrator After Beneficiary's Death. Upon the initial Beneficiary's death, the Trustee shall direct the Retirement Plan Administrator of any Retirement Account to substitute as designated beneficiary such person or persons, in place of the Trustee, as have been specified in the Joinder Agreement, in place of the Trustee. Such substituted designated beneficiary shall be authorized to exercise full control, and, without limiting the foregoing, to receive and endorse checks or other distributions from the Plan, to arrange for the direct deposit of the same into his or her name or any revocable trust he or she may have established, to elect a form of payment of benefits from such Account, to withdraw benefits from such Account, and to make, exercise, waive or consent to any and all elections and/or options that are available to a designated beneficiary regarding the contributions to, investments or administration, of or distribution or form of benefits under, such Account.

4.8 Retirement Benefits Not Distributable to Certain Beneficiaries. Notwithstanding any other provision of this Trust or the applicable Joinder Agreement, the Trustee may not distribute to or for the benefit of the Settlor's estate, of any charity or of any other non-individual beneficiary any benefits payable to this Trust under any Retirement Account. Nor may any Retirement Benefits be used by the Trustee to pay any debts, administration expenses or death taxes of the estate of the plan participant.

4.9 Powers of Appointment Not Effective Until Termination. No exercise of a special or general power of appointment over the Trust Account or sub-trust of a Beneficiary shall be effective with respect to a Retirement Benefits or a Retirement Account until the termination of the Trust.

ARTICLE 5

AUTHORITIES OF TRUSTEE INCIDENT TO SPECIAL NEEDS TRUST PURPOSES

5.1 Assistance in Obtaining Public Benefits. The Trustee is authorized to assist the Beneficiary in obtaining any government benefits to which he or she may be entitled. Such government benefits shall be collected, expended, and accounted for separately and shall not be commingled with the Trust Account established for the Beneficiary.

5.2 Trustee Authorized to Expend Trust Assets to Pursue Public Benefits. In the event the Trustee is required to release principal or income of the Trust Account to or on behalf of the Beneficiary to pay for benefits or services that such public assistance is authorized to provide were it not for the existence of this Trust, the Trustee is authorized to take whatever administrative or judicial steps may be necessary to continue the public-assistance program eligibility of the Beneficiary, including obtaining instructions from a court of competent jurisdiction or administrative agency ruling that the Trust Account assets are not available to the Beneficiary for such eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorneys' fees, shall be a proper charge to the Trust Account.

5.3 Procurement of Insurance, Educational Benefits, etc.. The Trustee is authorized to purchase private health insurance for the Beneficiary, if it will pay medical providers who would not otherwise be available through government benefits, and, in addition, to purchase life insurance on the life of the Beneficiary

or any third party who wishes to provide financial support for the Beneficiary in a manner consistent with the provisions of this Trust. Any insurance gifted to or purchased with funds from this Trust shall be an asset of the Trust Account that has been established for and on behalf of the insured. The Trustee is further authorized to provide funds for education, vocational training, related transportation and any other need of the Beneficiary to enhance the quality of his or her life. This discretion shall include the use of Trust assets to provide computers, or other equipment and to provide medical care which would not otherwise be covered by private health insurance or government entitlements.

5.4 Government Benefits Advisor. The Trustee shall have the power to retain legal and professional assistance in administering this Trust and fulfilling its purposes. In particular, in making a determination whether to distribute income or principal to or for Beneficiary under the provisions of this Trust, Trustee may engage a professional adviser knowledgeable on the subject of the availability of funds or benefits from government or other sources on account of a Beneficiary's mental or physical disability or handicap, to advise Trustee concerning the availability of such funds or benefits. Trustee shall be entitled to rely on the advice and information obtained from such adviser and shall not be liable for any act or omission on the part of the Trustee attributable thereto.

5.5 Professional Care Manager. The Trustee is encouraged to consider retaining the services of a professional Care Manager to assist in providing the required care for the Beneficiary. The purpose of the Care Manager would be to coordinate other agencies or professionals or home-health aides or personal-care providers or homemakers or any other services that the Care Manager and the Trustee feel are in the best interests of Beneficiary. The Trustee shall pay all costs in connection with the Care Manager from the Beneficiary's Trust Account.

5.6 Residence. The Trustee may acquire, hold, and maintain any residence (whether held as real property, condominium, or cooperative apartment) for the use and benefit of any Beneficiary, as the Trustee, in the exercise of its sole and absolute discretion, shall determine. If the Trustee, in the exercise of sole and absolute discretion, shall determine that it would be in the best interests of the Beneficiary to maintain a residence for the use of the Beneficiary but that the particular residence owned by the Trustee should not be used for such purpose, the Trustee shall be authorized to sell said residence and to apply the net proceeds of sale to the purchase of such other residence or to make such other arrangements as the Trustee, in the exercise of its sole and absolute discretion, shall deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above are to be added to the principal of the Trust Account and thereafter held, administered, and disposed of as a part thereof. The Trustee shall use the proceeds to pay all carrying charges of such residence, including but not limited to any taxes, assessments, and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the maintenance of a household for the benefit of the Beneficiary, to expend such amounts as the Trustee, in the exercise of its sole and absolute discretion, shall determine to be necessary to maintain the current life style of the Beneficiary, including, but not limited to, providing for the personal care and comfort of the Beneficiary in any manner whatsoever.

5.7 Payment of Tax. The Trustee may pay any income tax liability of the Beneficiary that results from income received by the Trust Account but properly reported on the income tax return of the Beneficiary. The funds used to pay any such income tax liability shall be paid directly to the appropriate tax authority and shall not be available to the Beneficiary. The Beneficiary shall not have any right to or interest in any such funds paid by the Trustee. Any such funds are not a resource of the Beneficiary and should not be treated as a distribution of income for purposes of Medicaid qualification.

5.8 Refund. In the event of a tax refund, any amount refunded shall be paid directly to the Trustee to the extent such refund is attributable to amounts previously paid by the Trustee. For purposes of determining whether an amount is attributable to such prior payments, any refund (including interest thereon) shall be attributed to amounts previously paid by the Trustee to the extent the Trustee made any tax payment for the relevant tax year that has not been previously refunded. For purposes of determining whether an amount previously paid has been previously refunded, any interest included as part of a refund shall not be used to offset a previous payment by the Trustee.

5.9 Documents. The Beneficiary or his or her guardian (or attorney-in-fact appointed under a power of attorney that has been executed by a competent, adult Beneficiary) shall execute any letters, powers of attorney, or other documents required or requested by the taxing authority in order to allow payment of any refund to the Trustee.

5.10 Prior Payment. In the event that any tax refund attributable in whole or part to a prior payment by the Trustee is paid directly to the Beneficiary or to his or her guardian (or attorney-in-fact appointed under a power of attorney that has been executed by a competent, adult Beneficiary), the recipient of such refund or part thereof shall have no interest in or right to such refund or part thereof and shall hold the amount attributable to a prior payment by the Trustee as an agent of and for the Trustee and shall immediately turn over such amount to the Trustee.

5.11 Manner of Payment of Trust Funds or Property. The Trustee may make distributions from any Trust Account in such of the following ways as the Trustee in its sole and absolute discretion deems appropriate, without further responsibility, except that payment may not be made in such manner as would render a Beneficiary ineligible for public benefits. Trustee may accept the receipt of a minor or disabled person as a full acquittance.

- (a) by transfer directly to a Beneficiary whether or not such Beneficiary is a minor;
- (b) by transfer to any relative or friend who is caring for a Beneficiary;
- (c) by transfer to a parent, legally appointed guardian, conservator, agent, or attorney-in-fact appointed under a power of attorney that has been executed by a competent, adult Beneficiary;
- (d) by transfer directly to any person or organization supplying goods or services to a Beneficiary, or to persons, corporations or other entities taking care of the Beneficiary for the use and benefit of the Beneficiary;
- (e) by transfer to any custodian of property for the benefit of such Beneficiary pursuant to the Uniform Transfers to Minors Act or any similar law, to be held and administered by such custodian;
- (f) by depositing the same in a bank or trust company in an account in the name of a Beneficiary.

ARTICLE 6

TRUSTEE POWERS

6.1 Incorporation of Trustee Powers By Reference. Subject to the provisions and limitations set forth in this Agreement and to Maryland Code Annotated, Estates & Trusts Article, §14-109, and in addition to the powers conferred by law or elsewhere in this Agreement, the Trustee is granted the discretionary powers set forth in Maryland Code Annotated, Estates & Trusts Article, §15-102 and The Maryland Discretionary

Trust Act, as amended from time to time, and such powers are incorporated by reference with the same effect as though set forth verbatim in this Agreement, and may be exercised by the Trustee without court order for any purpose that the Trustee may deem advisable. All discretionary powers and duties vested in any Trustee hereunder which is not a natural person may be exercised on its behalf from time to time as occasion shall arise by its present governing board or by an appropriate committee or by any of its principal officers or trust officers. The Trustee is hereby empowered, without Court approval, to do the following.

6.2 Retention of Existing Investments and Property. To keep and retain any or all investments and property, real or personal, as they may exist at the time they came into the custody of the Trustee, regardless of the character of the investments and property or whether they are of a type or character as then would be authorized by law for investment by fiduciaries or whether a disproportionately large part of the Trust remains invested in one or more types of property, for such time as Trustee shall deem best.

6.3 Receipt of Income. To collect, receive, and receipt for rents, issues, profits, and income of the trust estate.

6.4 Title. To take, hold, and convey title to real estate or interests therein in the name of the Trustee or in the name of the nominee of the Trustee without disclosing the trusts; and in accepting title to the real estate neither the Trustee nor the nominee shall be held to have assumed the payment of any encumbrances thereon. All conveyances executed and delivered by the Trustee or the nominee shall be without covenants of warranty except as against his own acts.

6.5 Sales or Dispositions of Property. To sell, assign, exchange, transfer, convey, or otherwise dispose of any or all of the trust property, either real or personal, which may be included in or at any time become part of any Trust Account, upon such terms and conditions as the Trustee in its absolute discretion may deem advisable, at either public or private sale, either for cash, deferred payments or other consideration.

6.6 Leasing of Property. To lease any or all real, personal or mixed property of any kind, which may be included in or at any time become a part of the Trust, upon such terms and conditions as the Trustee in its sole judgment and discretion may deem advisable regardless of whether such lease or leases may extend beyond the term of any Trust.

6.7 Management, Operation and Improvement of Real Estate. To manage, operate, repair, improve, renovate, construct, reconstruct, or demolish any buildings or real estate forming a part of the trust estate as the Trustee may, in its discretion deem advisable and to determine the extent to which the cost of the repairs and improvements shall be apportioned as between corpus and income.

6.8 Creation of Accounts. To create and maintain savings accounts, checking accounts, certificates of deposit, money market funds, and all other forms of cash reserves and deposits, including safety deposit boxes, whether or not interest bearing, and to maintain said cash accounts and reserves with any institution or depository deemed appropriate by the Trustee. Such accounts and deposits shall be titled in the name or names designated by the Trustee.

6.9 Accounts with Brokerage Firms. To open and maintain accounts with stock brokerage firms, and to execute all documents necessary for the opening and maintenance thereof, and to borrow money from any brokerage firm and pledge any securities held or purchased by Trustee to such brokers as security for loans and advances made to the Trustee.

6.10 Investments. To invest and reinvest each Trust Account in every kind of property (real, personal or mixed) and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; money market funds; U.S. Treasury obligations, certificates of deposit, savings accounts and any other cash investment medium; in any real property, in any personal or mixed property, in any business, mining, or farming operation or other venture; in life insurance policies; notes, bonds, debentures, mortgages, deeds of trusts, mortgage participations, market funds and index funds appropriate under the then-prevailing circumstances (specifically including, but not limited to, the factors set out in Probate Code Section 16047[c]):

- (1) General economic conditions.
- (2) The possible effect of inflation or deflation.
- (3) The expected tax consequences of investment decisions or strategies.
- (4) The role that each investment or course of action plays within the overall trust portfolio.
- (5) The expected total return from income and the appreciation of capital.
- (6) Other resources of the beneficiaries known to the Trustee as determined from information provided by the beneficiaries.
- (7) Needs for liquidity, regularity of income and preservation or appreciation of capital.
- (8) An asset's special relationship or special value, if any, to the purposes of the Trust or to one or more of the beneficiaries.

The Trustee shall invest and manage the assets of any Trust Account as a prudent investor would and shall adhere to the guidelines and standards for investment of assets set forth in Maryland Code Ann., Estates and Trusts Article 15-114, as amended from time to time. Notwithstanding the foregoing, the Trustee is specifically prohibited from investing in futures of any kind, in any investment which is not owned or issued by a publicly traded company, or in trading on margin.

6.11 Acquisition of Unproductive Property. To acquire property returning no or slight income, or to retain such property so long as the Trustee shall think fit; without the same being in any way chargeable with income or the proceeds thereof in case of sale being in any part deemed income.

6.12 Securities. With respect to securities held in the Trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation, to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

6.13 Custody of Trust Account. To place, at the expense of a Trust Account, all or any part of the securities or other property at any time held by the Trustee for the Beneficiary of such Trust Account in the care or custody of any bank or trust company as "custodian." While such securities or other property are in the custody of any such bank or trust company the Trustee shall be under no obligation to inspect or to verify the same; nor shall the Trustee be responsible for any loss or misapplication by such bank or trust company. And also to hold securities or other property in the Trustee's own name or in the name of its nominee (with or without disclosing any fiduciary relationship) at any place or places in the United States or abroad or with a depository or custodian at such place or places.

6.14 Manner of Holding Estate; Consolidation of Funds. To hold, manage and invest any or some

of the separate Trust Accounts in one or more consolidated funds, in whole or in part, as Trustee deems advisable, and to account for the several Trust Accounts thereof by appropriate entries on the Trustee's books of account, and to allocate to each Trust Account its proportionate part of all receipts and expenses; provided, however, the carrying of several Trust Accounts as one shall not defer the vesting of title or in possession of any Trust Account. Nor shall such holding defer any distribution. And to make any sales or exchanges between any of the Trusts created by this instrument as the Trustee shall deem advisable or desirable to avoid the holding of fractional interests. Provided, however, no retirement sub-trust may be consolidated with any other account.

6.15 Borrowing Money; Secured or Unsecured. To borrow money from any source of financing deemed appropriate by the Trustee (including the Trustee or any affiliate and from an insurer to the extent of the cash value of any life insurance policy) for any purposes of the Trust, or incidental to their administration, whenever the Trustee deems it advisable, and to pledge, mortgage and encumber any and all assets of the trust estate for any purpose, at any time, from time to time, on any terms and in any manner as the Trustee determine (even if the term thereof extends beyond the term of the trust); and to pledge or encumber assets of the trust estate to collateralize the loans and other obligations of any beneficiary hereunder, and to act as guarantor on such loans and obligations of any beneficiary hereunder if the Trustee, in its sole discretion, deems it advisable and appropriate. And no Trustee shall be personally liable, but each such loan shall be payable only out of assets of such Trust; any such loan may be made at such rates of interest as the Trustee shall determine.

6.16 Loans. To make loans, secured or unsecured, in amounts, on terms, at rates of interest (which shall in no event be less than one hundred percent (100%) of the amount determined pursuant to the provisions of Internal Revenue Code Section 1274), and to persons (excluding the Trust Beneficiary), trusts, corporations or other parties, and to extend or renew any existing indebtedness, as Trustee deems advisable.

6.17 Insurance. To carry, at the expense of the trust, insurance of the kinds and in amounts as Trustee deems advisable to protect the trust estate and Trustee personally against any hazard or liability.

6.18 Payment of Taxes and Expenses. To deduct, retain, expend, and pay out of any money belonging to any Trust Account all necessary and proper expenses, costs, fees (including Trustee's own fees), taxes, penalties or other charges in connection with the operation and conduct of a Trust Account, and to pay all insurance premiums, and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the Trust Account to which the same relate.

6.19 Distributions. Except as otherwise expressly provided elsewhere in this Agreement, to make any division or distribution required under the terms of this Agreement in kind or in money, or partly in kind and partly in money, or in undivided interests, in such manner and at such valuations as the Trustee in the Trustee's discretion deems advisable (including the satisfaction of any pecuniary distribution). And when dividing fractional interests in property among several beneficiaries, the Trustee may allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries. Any such distribution or division may be made on either a pro-rata or non-prorata basis, so long as the respective assets allocated or distributed have equivalent or proportionate fair market value as of the date of division or distribution (or if there be no recognized market value, at the fair value thereof). In making a division or distribution, the Trustee may, but shall not be required to, take account of the income tax basis in relation to market value of assets distributed. The Trustee may sell such property as the Trustee deems necessary to make such division or distribution and shall not be required to make any provision on account of the diminution or increase in value of any securities or investments at any time constituting a part of the trusts,

or for depreciation in respect of any tangible property, or for the purpose of amortizing or making good any amounts paid in premiums on the purchase of securities or of any other property. Except as herein specifically provided herein, the judgment and any determination of the Trustee, including any decision to make a non-pro rata distribution and any decision regarding the values assigned to various assets, shall be binding and conclusive on all interested persons.

6.20 Employment of Agents. To employ and compensate out of the principal or the income, or both, as the Trustee shall deem proper, such agents, accountants, investment advisors, brokers, attorneys in fact, attorneys at law, tax specialists, realtors, appraisers, depositories, custodians, and other agents and advisors deemed by the Trustee as needed or advisable for the proper administration of the Trust. And to rely upon the advice given by these agents, without independent investigation, and to delegate to any of them any ministerial or discretionary powers.

6.21 Adjustment of Claims and Suits. To compromise, adjust, release, settle, submit to arbitration, or to commence or defend any litigation with respect to any obligation due to or from any Trust Account, at the expense of said Trust Account; to reduce the rate of interest on, and to extend or otherwise modify, or to foreclose upon default or otherwise enforce, any such obligation; to enforce or to abstain from the enforcement of any right, obligation or claim; and to abandon, any property or interest in property deemed worthless by the Trustee if, in the Trustee's discretion, the abandonment is in the best interest of the Trust and the Beneficiary.

6.22 Maintenance of Public Assistance Eligibility. To take whatever legal steps may be necessary to initiate or continue any public-assistance programs to which the Beneficiary is or may become eligible. The Trustee may bring such action in any court or regulatory agency having jurisdiction over the matter, to secure a ruling or order that the Trust Account described in this article is not available to the Beneficiary for any purpose. Any expense of the Trustee, including reasonable attorney's fees, specifically incurred in connection with matters relating to determination of eligibility of the Beneficiary for public or private support, but not limited to such services, shall be a proper charge to the Trust Account.

6.23 Budget. To budget the estimated annual income and expenses of the Trust and to keep, at any time and from time to time, all or any portion of any Trust Account in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof. And to establish, from rents, profits and other income, such reserves for taxes, assessments, insurance, repairs, improvements, depreciation and maintenance of buildings and other property, as Trustee shall deem advisable and consistent with the purposes of the Trust Account. And, with respect to property subject to depreciation or depletion, to withhold an amount from trust income in the discretion of the Trustee to provide for a reasonable allowance for depreciation or depletion on the property under generally accepted accounting principles.

6.24 Delay in Payment. Except as may be expressly provided otherwise elsewhere in this instrument, upon the occurrence of any event requiring the Trustee to divide, segregate, and/or distribute the Trust Account, to delay, without the payment of interest, the division, segregation and/or distribution of all or any part of such property for such period of time as in the Trustee's discretion may be reasonably required to ascertain and provide for the payment of any tax or other liability for which such property or the Trustee is or may be liable, or to resolve any conflicting claims regarding entitlement to such property provided, however, that the foregoing shall not affect the vesting of any interests created under this instrument or the accrual and payment of Trust income to any beneficiary

6.25 Execution of Documents: To execute, acknowledge, and deliver any and all written instruments which the Trustee may deem advisable to carry out any of the foregoing powers, including the power to indicate any distribution of any trust by deeds or other writings or instruments recorded among the public records of any jurisdiction where any such property may be located. And to execute and deliver agreements, assignments, bills of sale, contracts, deeds, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, and other papers or documents reasonably necessary or desirable to carry out the powers granted to the Trustee; it is understood that if more than one Trustee shall be acting at any time, that such Trustees may delegate signature authority such that the signature of only one designated Trustee will be required in executing all such documents and papers, and each and every person is entitled to rely on such execution exactly as if the Trustee executing such documents were acting as the sole Trustee.

6.26 Release of Powers. To disclaim, release or restrict the scope of any power, right or privilege held in connection with Any Trust Account created herein, including any administrative power, whether such power is expressly granted in this instrument or applied by law, by a writing specifying the power, right or privilege to be disclaimed, released or restricted and the nature of any such restriction. Any power disclaimed or released by the Trustee shall be extinguished, except to the extent this instrument expressly provides that such power pass to another. If there is more than one Trustee, this power may be exercised by any one Trustee individually or by all of the Trustees collectively.

6.27 Petitions to the Court. To petition the circuit courts of the State of Maryland for approval of final accounts.

6.28 Additional Powers. To do all such acts, take all such proceedings and to exercise all rights and privileges, although not hereinbefore specifically mentioned, with relation to any trust property, as if the absolute owner thereof. In general, to exercise all powers in the management of any Trust Account which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.

6.29 Trustee Prohibitions. Notwithstanding any other provision of this Master Discretionary Trust Agreement or of a Joinder Agreement establishing a Trust hereunder, none of the powers granted to the Trustee may be construed to enable the Settlor, the Trustee or anyone else to buy, exchange, or otherwise deal with trust principal or income for less than adequate and full consideration in money or money's worth, or to enable the Settlor, the Trustee or any entity in which the Settlor, the Trust or both have a substantial interest, to borrow the principal of the Trust, directly or indirectly without adequate interest or security. No one but the Trustee may vote or direct the voting of any corporate shares or other securities of the Trust. No one but the Trustee may control the Trust investments or reinvestment by direction or veto. No one except the Trustee may compel the Trustee to exchange Trust property by substituting other property of equal value. The Trustee is not required to surrender Trust Assets upon being tendered substitute assets, regardless of the relative value of the assets involved.

6.30 Trustee Delegation. The Trustee shall be responsible to perform all ministerial and administrative duties of each Joinder Agreement, including keeping the books and records, acting as custodian of trust property and preparing all necessary tax returns. The Trustee is authorized to delegate any or all of its ministerial and administrative duties to any person or organization, including PLAN of MD/DC, in the business of performing such services, under such terms, and upon payment of such compensation, as the

Trustee shall think reasonable and appropriate from time to time. Such delegation and revocation shall be evidenced by a writing delivered to such delegate. While such delegation is in effect, any of the powers, discretionary or otherwise, so delegated may be exercised and action may be taken with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power and the taking of such action. Anyone dealing with the Trustees shall be absolutely protected in relying on their written statements relative to the fact and extent of such delegation.

ARTICLE 7
APPOINTMENT OF TRUSTEE AND TRUST PROTECTOR
RESIGNATION, REMOVAL AND SUCCESSION

7.1 Original and Successor Trustees. At present the Trustee is PLAN OF MD/DC. The term "Trustee," as used in this instrument, includes the original Trustee and all successor or additional Trustees. If PLAN of MD/DC should change its name, be reorganized, merged or consolidated with, or acquired by, any other entity that is authorized to serve as a Trustee under Maryland Law, it shall be deemed a continuing entity and shall continue to act as Trustee. The Successor Trustee shall be the person or entity, if any, identified in a Settlor's Joinder Agreement to serve as Successor Trustee. Provided, however, if the person or entity so identified is unqualified or unable to accept appointment, then the Alternate Successor Trustee shall be the person or entity, if any, identified in Settlor's Joinder Agreement to serve in such capacity. In the event of a vacancy in the office of Trustee, the successor Trustee shall be appointed by the Trust Protector.

7.2 Trust Protector. The Trust Protector shall be the person(s) or entity, if any, identified in a Settlor's Joinder Agreement to serve as Trust Protector.

7.2.1 The Trust Protector is authorized, in the exercise of his or her sole and absolute discretion to remove any Trustee acting hereunder (with or without cause) and to appoint one or more successor Trustees in place of the removed Trustee.

7.2.2 The Trust Protector is also authorized to nominate and appoint successor Trustees in case an acting Trustee resigns or becomes incapacitated or if, for whatever reason, there is a vacancy in the office of Trustee.

7.2.3 The Beneficiary may not be appointed to serve as a Trustee or a Trust Protector.

7.2.4 The Trust Protector is also authorized, in the exercise of his or her sole and absolute discretion, to designate a successor Trust Protector, by an acknowledged written instrument delivered to the Trustee, and to revoke any such designation in the same manner before it becomes effective. Any successor Trust Protector shall have all the powers of the initial Trust Protector.

7.2.5 If no person or entity is specified as Trust Protector, then any person interested in the welfare of a Beneficiary, including, but not limited to, the Beneficiary's guardian (or attorney-in-fact appointed under a power of attorney that has been executed by a competent, adult Beneficiary), the remainder beneficiaries, or any entity or person who may be caring for the Beneficiary, may enter into a written, binding Agreement with the Trustee to serve as Trust Protector.

7.2.6 The Trustee may provide reasonable compensation, payable out of the Trust Account for the Beneficiary in question, for the services of a Trust Protector and shall reimburse the Trust Protector for his or her reasonable fees and expenses in serving in this capacity.

7.2.7 The Grantor is not imposing any fiduciary responsibility on the Trust Protector to monitor the actions of the Trustee. Except for any matter involving the Trust Protector's own individual willful misconduct or negligence proved by clear and convincing evidence, no Trust Protector shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken hereunder if, in good faith, it is reasonably believed by such Trust Protector to be in accordance with the provisions and intent hereof. The Trust Protector shall not be liable for failure to remove any Trustee.

7.3 Resignation of Trustee. Any Trustee or successor Trustee may resign upon giving sixty (60) days notice to (a) the then-current income beneficiary(ies), (b) the nominated successor Trustee, (c) the Trust Protector, and (d) any family members known to the Trustee. Provided, however, no resignation shall go into effect unless a successor Trustee has agreed to, and does, assume the office of Trustee prior to, or contemporaneously with, the expiration of the sixty (60) day notice period.

7.4 Writing Required. Each appointment, removal, resignation, acceptance, or notice under this Article shall be in writing and, without affecting the validity of any action, copies shall be given to the Trustee and Trust Protector. Any notice may be waived by the person to whom it is to be given. Anyone dealing with the trust property may rely on a writing signed by any Trustee as to the Trustee's authority to act on behalf of the trust.

7.5 Liability of Resigning Trustee or Trustee Removed Without Cause. Any resigning or removed Trustee shall transfer and deliver to the Successor Trustee the entire Trust Account for such Beneficiary. Thereafter, a Trustee who has resigned or who has been removed without cause shall thereupon be discharged as Trustee and of this Trust and shall have no further powers, discretion, rights, obligations or duties with reference to such Beneficiary's Trust Account, and all such powers, discretion, rights, obligations or duties of the resigning or removed Trustee shall inure to and be binding upon such Successor Trustee. No Successor Trustee shall be liable or responsible in any way for any acts or omissions of any predecessor Trustee or acting Trustee.

7.6 Appointment of Deputy Trustees. The Trustee may appoint one or more deputy Trustees to function as would the Trustee in connection with any cash accounts or reserves including the authority to make deposits to and withdrawals from such cash accounts and reserves. All Deputy Trustees shall serve at the pleasure of the Trustee and may be removed from office by the Trustee at any time, for any reason deemed sufficient by the Trustee.

7.7 Incapacity criteria. If any Trustee serving hereunder shall become unable to manage his or her affairs because of physical condition or mental incapacity, as certified in writing by his or her attending physician (a copy of which certification shall be attached to this trust instrument), then such Trustee serving hereunder shall be deemed to have resigned as Trustee. Each Trustee who agrees to serve hereunder waives all provisions of law relating to disclosure of confidential or individually identifiable health information medical information (including but not limited to the Health Insurance Portability and Accessibility Act of 1996 ("HIPAA") and Title 4, Subtitle 3 of the Health-General Article of the Maryland Statutes) insofar as that disclosure pertains to a determination as to whether he or she is incapacitated for purposes of this Trust Agreement. No Trustee shall be liable for failure to institute an inquiry into the possible incapacity of any Trustee serving hereunder, but the expense of any such inquiry reasonably instituted may be paid from trust assets.

ARTICLE 8
ADDITIONAL TRUSTEE PROVISIONS

8.1 Docketing Joinder Agreement With Court. The Trustee, may (but is not required to) docket the Trust, together with any Joinder Agreement established hereunder, in any court having competent jurisdiction, and in that event, and until the Trust and Joinder Agreement shall be withdrawn from the jurisdiction of such court, the Trustee shall administer such Trust and Joinder Agreement under the jurisdiction of that Court and shall make such reports as the court may require.

8.2 Rights of Successor Trustee Vested. Each successor or additional Trustee shall have all the rights and powers of the original Trustee, except as limited by this agreement or by law. Title to the trust fund shall vest in each successor or additional Trustee by virtue of such Trustee's appointment and acceptance without any further instrument of transfer or conveyance. No successor Trustee shall be obliged to examine the accounts, records, prior acts of the Trustee, nor shall such successor Trustee be liable for any act or omission of the Trustee prior to the successor Trustee's acceptance of office.

8.3 Reliance of Trustee on Advice of Counsel and Furnished Information. The Trustee may act or refrain from acting on the opinion or advice of Counsel selected by the Trustee and shall not be liable for any loss resulting from any such action taken or omitted to be taken in accordance with any such opinion or advice. The Trustee may also rely upon any information, affidavit, certificate, letter, notice, telegram, or other document, or upon any telephone conversation believed by Trustee to be genuine and sufficient.

8.4 Delegation of Powers. Whenever the office of Trustee shall be held by Co-Trustees, the Co-Trustees may, by unanimous written agreement, delegate the authority and responsibility for exercise of certain of their Trustee powers, and the authority to perform certain duties and responsibilities of the Trustee (including but not limited to the signing of checks and the execution of any documents) to fewer than all of the Co-Trustees. All actions taken and all documents executed by the Co-Trustee or Co-Trustees to whom such duties and responsibilities have been so delegated, shall be binding upon this Trust, its beneficiaries and all Co-Trustees with the same force and effect as if all of the co-Trustees had joined in such action, or all of the Co-Trustees had joined in execution of such document.

8.5 Action by a Majority of Co-Trustees. Whenever there shall be more than two Trustees acting as Trustee of a Trust created hereunder or authorized to act with respect to a particular decision, any decision made to act or to refrain from acting by a majority of the Trustees authorized to make such decision shall be deemed the decision of such Trustees with no liability on a dissenting Trustee. Whenever there shall be two Trustees acting as Trustee of a Trust created hereunder or authorized to act with respect to a particular decision, any decision to act or to refrain from acting shall be made by the Trustees jointly.

8.6 Possible Receipt of Property After Termination of Trust. If property is ever received by the Trustee to be held in any Trust Account created hereunder which has theretofore terminated, such property shall be distributed by the Trustee then acting as though such trust were then in existence and terminated immediately after the receipt of such property to the trusts, persons or entities which would then have received such property on termination of such trust.

8.7 Powers to Continue After Termination. All powers, duties and immunities of the Trustee shall continue after termination of the Trusts created herein until the Trustee has made actual distribution of the property of such Trust Account.

8.8 Possible Merger of Trusts. If, after the death of Settlor, any trust created under this Trust Agreement has the same beneficiaries, the same Trustees, and virtually identical terms to any other trust created under this Trust Agreement, and the Trustee determines, in its absolute discretion, that it is more economical to combine such trusts into a single trust, then the Trustee may combine such trusts in its absolute discretion, at any time, without liability or obligation of any sort to any beneficiary or distributee thereof, whether such beneficiary or distributee is direct or contingent.

ARTICLE 9

ACCOUNTING, TRUSTEE BOND

9.1 Rendering of Accounts. For accounting purposes, the Master Discretionary Trust and each Joinder Agreement shall be operated on a calendar year basis. The Trustee, or its authorized agent, shall maintain records for each Trust Account in the name of, and showing the property contributed for, each Beneficiary. In addition, for each Trust Account, the Trustee shall provide a written accounting of all trust property and trust transactions for the previous year, or for a longer period if needed for tax purposes, upon written request by, and at reasonable times to, the persons below in the order listed.

- (a) The Settlor or the Settlor's legal representative;
- (b) The Beneficiary or the Beneficiary's attorney-in-fact appointed under a power of attorney that has been executed by a competent, adult Beneficiary;
- (c) The guardian of the person of the Beneficiary;
- (d) The Trust Protector;
- (e) An adult member of the Beneficiary's family or that family member's legal representative;
- (f) A person interested in the trust property or a person interested in the welfare of the Beneficiary, either of whom the Court determines to have a legitimate interest; or
- (g) The remainder beneficiaries identified in the Joinder Agreement who are eligible for a distribution upon death of the primary Beneficiary.

9.2 Books and Records Available for Inspection. Any of such persons listed above as (a) through (g) shall have the right to inspect the records of the Trust Account established for the Beneficiary, at reasonable times and upon reasonable notice to the Trustee. The Trustee is authorized to settle any account or question regarding the administration of a Trust Account by agreement with the Settlor, the guardian of the Beneficiary, if any, the attorney-in-fact appointed under a power of attorney that has been executed by the adult Beneficiary when competent, the Trust Protector and all the legally competent persons who would be entitled to receive a share of the principal of the Trust Account if the trust were to be terminated at the time of such agreement, and any agreement so made shall bind all persons who may ever be interested in the Trust Account and shall effectively release and discharge the Trustee from any further liability to any person. The Trustee shall not be required to release information of a private or confidential nature about the Trust Account of any Beneficiary who is unrelated to the person making the inspection inquiry.

9.3 Accounting to Court or Upon Trustee Succession. The resigning or removed Trustee shall give a complete accounting to the successor Trustee, the Trust Protector or, as the case may be, the court, including a written accounting of all property of the Trust Account, a description and records of all trust transactions, and any other relevant documents and information concerning the Trust Account upon the resignation or removal of the Trustee or the demand of the court. The Trustee may petition the court for approval of final accounts. The Trustee shall also render a final account upon termination of the trust.

9.4 Bond. The Trustee shall not be required to give bond or other security in any jurisdiction where they may be called upon to act unless the Joinder Agreement shall specifically require bond, in which case the Trust Account of such Beneficiary shall bear the cost of such bond.

ARTICLE 10

TRUSTEE COMPENSATION AND EXPENSES

10.1 Compensation of Trustee. Any party serving as Trustee hereunder shall be entitled to fair and reasonable compensation charged to the separate Trust Account established under a Joinder Agreement for performance of the Trustee's duties under the trust hereby created. The compensation paid to any corporate institution serving as Trustee, including PLAN of MD/DC, shall be determined and paid pursuant to such corporate fiduciary's published fee schedule in effect at the time such services are rendered. If the corporate Trustee serves for only part of a calendar year, said Trustee shall prorate the annual compensation. It is Settlor's intention that any compensation determined in accordance with a corporate Trustee's fee schedule be conclusively deemed to be reasonable without the need for the review or approval of any court. The Trustee may be reimbursed for all reasonable expenses incurred in the administration of the Trust, and shall be entitled to compensation for the delivery of extraordinary services apart from its duties as Trustee. All reasonable costs, charges, expenses and taxes incurred by the Trustee in the administration of any Trust Account (including legal fees and compensation of other agents) and such reasonable compensation to the Trustee may be charged to and paid from the Trust Account by the Trustee. Any non-corporate Trustee shall be entitled to reasonable compensation at his or her customary hourly rate (which may increase from time to time): (a) for the Trustee's ordinary services hereunder; (b) for any extraordinary services; (c) for counsel engaged by the Trustee (including the Trustee's own law firm if the Trustee is an attorney); and (d) for all services in connection with the termination or revocation of Trust Account in whole or in part. The Settlor directs that the Trustee shall retain in the permanent records of the Trust a written certificate itemizing (by activity and time) the services performed, showing the amount of compensation and to whom paid, and declaring that said amount is fair and reasonable. Trustee compensation shall be paid out of the trust's income to the extent feasible. Compensation paid to agents consulted by Trustee shall not decrease the compensation to which the Trustee is entitled.

10.2 Cost of Legal Action Deemed Administrative Expense. If any legal action begun against the Trustee by or on behalf of the Beneficiary results adversely to the Trustee, or if legal action arises because of conflicting claims to the Trust Account of a Beneficiary, the cost to the Trustee of defending such action will be charged to the Trust Account of the Beneficiary concerned.

ARTICLE 11

PARTIES DEALING WITH TRUSTEE

11.1 Spendthrift Provision. No interest in the income or principal of this Master Discretionary Trust, or any Trust Account within this Master Discretionary Trust, shall be subject to the claims of any Beneficiary, the creditors of any Beneficiary, or any other person; nor shall any such interest be liable to attachment, execution or other legal process, or subject to voluntary or involuntary alienation or encumbrance. The Beneficiary has no right to anticipate, pledge, encumber, hypothecate or to receive, demand, secure, give, assign, transfer, mortgage, borrow or in any other manner alienate his or her interest in either the income or principal of his or her Trust Account, and his or her interest shall not be liable for any debt, contract, attachment or sequestration other than provided otherwise hereunder. Further, no creditor, including the federal or state government can secure the trust assets or income for any reason. In the event that such actions are

attempted or completed, the Trustee may, in its sole and absolute discretion, terminate the Trust Account.

11.2 Purchasers. No purchaser from, lender to, or other person dealing with the Trustee shall be responsible for the application of any purchase money or other thing of value paid or delivered to the Trustee, but the receipt of the Trustee shall be a full discharge; and no purchaser from or agent of any issuer of any securities to which any transaction with the Trustee shall be related, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any securities or other property held by the Trustee or comprising part of the trust estate. No party to any instrument in writing signed by the Trustee under the authority of any power expressly or impliedly conferred upon the Trustee shall be bound to see to the application by the Trustee of any money or other property paid or delivered to the Trustee pursuant to the terms of such instrument, and all persons shall be fully protected in relying upon Trustee's power to execute such instruments.

11.3 Reliance on Trustee's Authority. Anyone dealing with the trust property may rely on a writing signed by any Trustee as to the Trustee's authority to act on behalf of the trust.

11.4 Disclaimers. In addition to any power to disclaim conferred by law, any Beneficiary (including the executor or administrator of a Beneficiary's estate) may disclaim in whole or in part any power or interest granted to the Beneficiary under this agreement. If a Beneficiary disclaims any interest before having received any benefits of the interest, then the property subject to the interest shall pass as if the Beneficiary had died before becoming entitled to it. If a Beneficiary releases any interest after having received any benefits of the interest, then the property subject to the interest shall pass as if the Beneficiary had then died.

11.5 Decisions of Trustee Binding. All decisions of the Trustee of the Master Discretionary Trust and of any Joinder Agreement made in the exercise of its discretion in the performance of duties hereunder shall be conclusive upon all parties interested or to become interested under the foregoing trusts. The Trustee's exercise or non-exercise of powers and discretions in good faith shall be conclusive on all persons.

11.6 Beneficiary. The Beneficiary shall have no right or power, whether alone or in conjunction with others in whatever capacity, (1) to alter, revoke, or terminate this Trust or any of the terms of this Agreement in all or in part; (2) to designate the person who shall possess or enjoy the Trust property and the income therefrom; (3) to exercise any incidents of ownership in any property transferred to the Trust, or (4) to serve as a Trustee or to appoint any Trustee. Provided, however, the Beneficiary, or his or her guardian (or attorney-in-fact appointed under a power of attorney that has been executed by a competent, adult Beneficiary) may release, in whole or in part, any and all powers conferred upon him or her in this Trust.

ARTICLE 12

LIABILITY OF TRUSTEE

12.1 Standard of Care. In administering trust property, the Trustee shall observe the standard of care that would be observed by a prudent person dealing with property of another, and the Trustee is not limited by any statute which otherwise restricts investments by fiduciaries. The Trustee shall not be liable for any error of judgment, for any act done or omitted to be done pursuant to professional advice, for any mistakes of fact or law, or for any act done in good faith or omitted to be done in good faith.

12.2 Acts of Agents. the Trustee shall not be liable for the acts, omissions or defaults of any agent

or other person to whom duties may be properly delegated hereunder (except Trustee's officers or employees) if such agent or person was appointed with due care, and the Trustee shall, under no circumstances, be answerable or accountable for any money or other property which does not come within the possession or control of the Trustee.

12.3 Depreciation of Trust Property. The Trustee shall not be responsible or liable for any loss which may occur by reason of depreciation in value of the properties belonging to the trust estate or to any Trust Account.

12.4 Contractual Undertakings; Torts. The Trustee shall not be personally liable to third persons upon any contract properly entered into or indebtedness of or claims against the trust estate or any Trust Account or upon a mortgage, trust deed, note, or other instrument executed under the provisions of this Agreement and any Joinder Agreement so long as the Trustee reveals its fiduciary capacity or identifies the trust in such instrument. The Trustee shall not be held personally liable to third persons for an obligation arising from control of trust property or for a tort committed in the course of the administration of the trust unless the Trustee is personally at fault.

12.5 Receipt of Notice Required. The Trustee shall be protected in continuing to make distributions of income or principal and to administering any Trust Account until the Trustee shall have actual knowledge of the happening of an event that would affect such distributions or the administration of such Trust Account, such as attainment of a certain age, death, or other occurrence.

12.6 Conflict of Interest Waived. The Trustee shall not be deemed in breach of fiduciary duty by reason of any conflict of interest that may appear to exist, or that does in fact exist, with respect to exercise of any authority, power or discretion by such Trustee. In particular, the fact that individual officers, directors, employees or agents of Grantor, PLAN of MD/DC, may be acting as agents for the TRUSTEE PLAN of MD/DC, shall not be deemed a conflict of interest. To the extent any such conflict of interest may exist, the Settlers hereby waive their right to assert the same as breach of fiduciary duty.

12.7 Liability of Successor Trustee. No successor Trustee shall be liable or responsible for any act or default of any predecessor Trustee or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the trust estate prior to such successor Trustee becoming Trustee hereunder, nor shall such successor Trustee be required to inquire into or take any notice of the prior administration of the trust estate, or any part thereof. Any Successor Trustee may accept and rely upon any accounting made by or on behalf of any prior Trustee hereunder, and upon any statement or representation made by the latter as to the assets comprising the trust estates or as to any other fact bearing upon the prior administration of the trusts. A successor Trustee shall not be liable for having accepted and relied upon such accounting, statement, or representation if it is later proved to be incomplete, inaccurate, or untrue. The successor Trustee is authorized and directed to accept from the prior Trustee the assets delivered by the latter without requiring or receiving an accounting or, if an accounting is in fact received, without making or requiring an audit or other independent accounting of the acts of the prior Trustee. A successor Trustee shall not be liable for any act or omission of any other Trustee, and shall have no duty to enforce any claims against any prior Trustee on account of any such act or omission.

12.8 Trustee Not Required to Investigate Other Resources. Wherever the Trustee hereunder shall have the power to pay over and distribute to or for the benefit of any beneficiary such amounts as in its sole and absolute discretion the Trustee may or shall deem to be necessary, reasonable or desirable, the Trustee

may, but shall not be required to, inquire into or investigate any other income or resources then available to such beneficiary.

12.9 Payments for Beneficiaries. If property becomes payable to the estate of any person and the Trustee believes there is no duly appointed fiduciary and that none is contemplated, the Trustee may, upon being furnished suitable indemnity, make payment to the persons who the Trustee believes are entitled to the payment, without liability to see to the application of the payment.

12.1 Liability for Environmental Contamination. The Trustee shall not be personally liable to any beneficiary or other party interested in the Trust, or to any third parties, for any claim against the trust for the diminution in value of Trust Estate property resulting from (including any reporting of or response to): (1) the contamination of trust property by hazardous substances, or (2) violations of any environmental laws related to the trust; provided that the Trustee shall not be excused from liability for its own negligence or wrongful or willful acts. When used in this document, the term "hazardous substance" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law, rule or regulations relating to the protection of the environment or human health ("environmental laws").

ARTICLE 13 **ALLOCATION OF PRINCIPAL AND INCOME**

All receipts and all disbursements the Trustee is authorized to make shall be credited to or charged against either income or principal as the Trustee shall determine to be in accordance with sound and established accounting principles under the law of trusts; provided, however, that in the case of sale or disposition of principal, the proceeds, after deducting therefrom all income taxes payable with respect to the profit thereon, shall be added to the principal of the Trust Account in which the principal sold or disposed of was previously held, whether or not said principal was income-producing during the time held in said Trust Account. All determinations made by the Trustee in good faith as to what shall constitute sound and established trust accounting principles shall be binding upon all persons interested in the income or principal of any trust and the Trustee shall not be held liable as a result of its determination. It is understood that the Settlor's intention is primarily to benefit the disabled Beneficiary named in the Joinder Agreement, and the Settlor requests the Trustee, in resolving doubtful matters relating to allocation between income and principal, to take such fact into consideration.

ARTICLE 14 **EARLY TERMINATION OF TRUST ACCOUNTS**

14.1 The Trustee shall have the power, in its sole, absolute and uncontrolled discretion, to terminate any Trust Account hereunder and to accelerate the distributions of the then-remaining principal of such assets upon the occurrence of any of the following circumstances.

14.1.1 The existence of the Trust Account or distributions therefrom shall, through judicial, legislative, or administrative action, cause or threaten to cause the Beneficiary to lose what the Trustee, in its sole, absolute and uncontrolled opinion, consider to be significant benefits from publicly funded programs and services, in which event the Trustee may terminate the Trust Account and pay over the then remaining principal to the Remainder Beneficiaries as though the Beneficiary had then died, without further responsibility of the Trustee for funds so paid. In determining whether the existence of the trust has the effect of rendering the Beneficiary ineligible for any program of public benefits,

the Trustee is granted full and complete discretion to initiate either administrative or judicial proceedings, or both. All costs relating to such proceedings, including attorney fees, are a proper charge to the Trust Account being administered for said Beneficiary.

14.1.2 The Trustee, in its sole and absolute discretion, determines that the funding of a Trust Account is fundamentally inadequate to meet the provisions of the Personal Plan of Care, in which event the Trustee may terminate the Trust Account and distribute the then remaining principal to the Settlor if living, or to any person or organization caring for the Beneficiary at such time, without further responsibility on the part of the Trustee for funds so paid or applied.

14.2 Notwithstanding Paragraph 14.1, the Trustee shall not distribute Retirement Benefits to the remainder beneficiaries specified in a Joinder Agreement until the death of the initial Beneficiary.

ARTICLE 15

INSURANCE POLICIES AND RECEIPT OF INSURANCE PROCEEDS

The rights, powers, duties and obligations of the Trustee and of the owner of any life insurance policy payable to the Trustee shall be as follows:

15.1 Upon the receipt of proof of death of any person whose life is insured for the benefit of a Beneficiary hereunder, or upon the maturity of any policy payable to the Trustee prior to the death of the insured, the Trustee shall collect all sums payable with respect thereto and shall thereafter hold such sums as principal of the Beneficiary's Trust Account, except that any interest paid by the insurer for a period subsequent to maturity shall be considered as income.

15.2 The instrument representing insurance policies naming the Trustee as Beneficiary need not be deposited with the Trustee unless the Trustee is the owner.

15.3 Except to the extent that the provisions of the Joinder Agreement require it to be done and sufficient funds are contributed to and currently available in the Trust Account for the payment of currently due life insurance premiums, the Trustee shall not be required to pay premiums, assessments or other charges upon any of the policies or otherwise to keep them or any of them in force as binding contracts of insurance, but may do so in its sole discretion.

15.4 The owner of each policy made payable to the Trustee as Beneficiary, may reserve all rights, options and privileges conferred upon the owner by the terms of the policies including but not limited to the right to change the Beneficiary designation thereof, to hypothecate the policy and to borrow funds from the insurer. Sickness, disability or other than death benefits and all dividends accruing to the policy during the insured's life may be paid by the insurer to the owner.

15.5 The Trustee may compromise, litigate, arbitrate or otherwise adjust claims upon any of the policies. However, the Trustee shall not be responsible for any acts or omissions of the Settlers or other persons or entities in connection with or relating to any policy, and shall not be required to prosecute any action to collect any insurance proceeds or to defend any action relating to any policy unless indemnified to its satisfaction for all costs, including attorney fees.

15.6 No insurance company which issues a policy shall be responsible for the application by the

Trustee of the proceeds of any such policy or for the proper discharge of the trust estate, and the payment by any insurance company of the proceeds of any policy to (or at the direction of) the Trustee shall be a full and complete acquittance to such insurance company of its obligation under such policy.

ARTICLE 16
PAYMENT TO UNDERAGE OR DISABLED
REMAINDER BENEFICIARIES

16.1 Underage Beneficiary. Anything herein to the contrary notwithstanding, if, after the death of the Beneficiary for whom a Trust Account was established, any remainder beneficiary entitled to be paid any portion of the Trust Account has not yet attained the age of twenty-one (21) years, the distribution to such underage remainder beneficiary shall be made under the provisions of any applicable Uniform Transfers to Minors Act, to be distributed upon such person's attainment of twenty-one (21) years of age. The Trustee shall appoint the custodian of any account established under such Act.

16.2 Disabled Remainder Beneficiary. Anything herein to the contrary notwithstanding, if, after the death of the Beneficiary for whom a Trust Account has been established, any remainder beneficiary designated to receive a share of the remaining Trust Account is disabled within the meaning of the federal Social Security Act, then the share of such remainder beneficiary shall not be deemed to vest. The Trustee shall establish a discretionary, spendthrift special needs trust under the Maryland Discretionary Trust Act, MD Code Ann., Estates and Trusts Article, Sec. 14-401, et seq., shall designate one or more trustees, and shall deliver the share of such disabled remainder beneficiary to Trustees appointed for said trust to be administered thereunder. Said Discretionary Trust shall provide that, upon the death of the beneficiary, any remainder shall be distributed to such persons as the beneficiary may appoint by Will or Trust (excluding the beneficiary, the beneficiary's estate, the beneficiary's creditors, or the creditors of the beneficiary's estate) and shall further provide that, upon failure of the beneficiary to exercise this limited power of appointment, the remainder shall pass to the intestate heirs of said beneficiary who would take if the beneficiary had died without a Will domiciled in the State of Maryland. The Trustee shall provide in such Trust all terms and conditions authorized by the Maryland Discretionary Trust Act.

ARTICLE 17
REVOCABILITY, AMENDMENTS

17.1 This Master Discretionary Trust shall be irrevocable but may be amended to the extent provided in this Article.

17.2 The Grantor reserves the right to itself, or to any successor organization which shall, by adopting resolution, undertake to sponsor this Master Discretionary Trust, with the unanimous written acceptance of the Trustee then serving, to amend the provisions of this Master Discretionary Trust Agreement, in any respect which shall be consistent with the best interests of the Beneficiaries, or which shall be required to correct any defect or to supply any omission in this Master Discretionary Trust Agreement necessary and appropriate to accomplish the purposes expressed herein. Any such amendment, upon acceptance by the Trustee as aforesaid, shall be final, binding and conclusive upon all interested parties. PROVIDED, however, that no amendment may reduce the interest of a Beneficiary in his or her Trust Account, may affect the identity of any remainder Beneficiary, or may affect the provisions herein respecting compensation to the Trustee. An amendment by the Grantor may include the adoption of another Master Trust Agreement or Declaration of Trust. No amendment of the Master Discretionary Trust Agreement or any Trust created hereunder shall be

considered a termination of such Trust. The Settlor of any Trust Account shall be deemed to have conclusively agreed to any amendment of this Master Discretionary Trust Agreement by the Grantor or others, as described herein above. Any amendment shall be effective without court approval and without prior notice to, or approval from, any person or persons.

17.3 Governing Law. The situs of this Master Discretionary Trust, and each Trust Account within this Master Discretionary Trust, shall be the STATE OF MARYLAND. This Master Discretionary Trust Agreement, and each Joinder Agreement establishing a Trust Account hereunder, shall be construed, interpreted and administered in accordance with MARYLAND LAW. Provided, however, that federal law shall govern any matter alluded to herein which shall relate to or involve federal government entitlements such as Supplementary Security Income ("SSI"), Medicaid, or other federal benefit programs..

17.4 Change of Situs. The Trustee shall have the power to remove the situs of this Trust (with respect to any particular Joinder Agreement) to any other state in the United States, and from such state to another state or back to the state of the trust's original situs. The determination of the Trustee as to any such removal or change of situs shall be conclusive and binding on all persons interested or claiming to be interested in the trust. If necessary or desirable, the Trustee may appoint a custodian of trust records in such other state or a successor Trustee to act with respect thereto, including an affiliate of the Trustee. If the situs of the Joinder Agreement shall change to another jurisdiction pursuant to this paragraph, the laws of the new situs of the Trust thereafter shall govern the construction and administration of the Trust.

17.5 Means-Tested Benefits Received from Another State. If it is in the interests of the Beneficiary to qualify for Medical Assistance, Medicaid, or other means-tested benefits from a state or jurisdiction other than Maryland, then the Trustee is authorized to amend the terms of any Joinder Agreement but only to the extent necessary to assure that, under the laws and regulations of such other state, the trust assets will not be deemed to disqualify the Beneficiary from eligibility for means-tested benefits in such other state.

ARTICLE 18

ADMINISTRATIVE PROVISIONS, CONSTRUCTION, DEFINITIONS

18.1 Invalid Provisions If any part of this Trust Agreement shall be invalid, illegal or inoperative, for any reason, it is the intention of the Grantor and Settlers that the remaining parts, so far as possible and reasonable, shall be effective and fully operative. The Trustee may seek and obtain court instructions for the purpose of carrying out as nearly as may be possible the intent of this Trust Agreement, as shown by the terms hereof, including any terms held invalid, illegal or inoperative.

18.2 Certificate of Trust Existence and Authority. Trustee may, at any time, record, file, or deliver a certificate of trust existence and authority with or to any clerk, register of deeds, transfer agent, or other similar agency or office to any person dealing with Trustee. The certificate may contain a verbatim synopsis of certain provisions of this agreement and shall be executed by Trustee. Any purchaser or person dealing with Trustee shall be entitled to rely on the certificate as a full statement of the provisions of this agreement which are pertinent to the particular transaction. Machine copies of the executed certificate shall have the same effect and authority as the executed certificate.

18.3 Possible Simultaneous Creation and Termination of Trusts. If events should ever occur in such fashion that the terms of this Trust Agreement would appear to require that any trust be terminated at the same time that it is created, then such trust shall not be actually created, and the property which is designated

hereunder to pass to such trust upon its creation shall in that event be immediately distributed to those persons or entities who under the terms of this Trust Agreement are designated to receive the undistributed income and principal of such trust upon its termination.

18.4 Income. Income means net income and accumulated income not added to principal. Undistributed income at the termination of the income interest to which it relates shall be dealt with as if accrued and received thereafter.

18.5 Per Stirpes Distributions. Wherever this Trust Agreement directs a per stirpes distribution or allocation of assets to a person's issue, division of those assets is to be made with reference to that person's children, regardless of whether any of them are living. Thus, though a person's children were all deceased, the assets to be distributed or allocated would nevertheless be divided into as many equal shares as there were such deceased children with a descendant or descendants surviving at the time of distribution or allocation, and each such share would be divided similarly among the descendants of a deceased child. Wherever this Trust Agreement provides for distribution to a person's heirs, then the term per stirpes shall be defined as set forth in MD Code Ann, Estates & Trusts Art. Section 1-210 (1991 ed.).

18.6 Adopted children. The words "child" and "issue" and the like include persons adopted in their minority and persons tracing descent through one or more such adopted persons in all respects as if descended by blood and include persons descended by blood.

18.7 Survival. Where it is required by this Trust or any power of appointment executed in connection with this Trust agreement that any person shall have survived another, that requirement means that the person shall have survived the other person by at least sixty days. In the event that any Beneficiary and any remainder beneficiary shall die simultaneously or so nearly so that it is difficult or impossible to determine which survived the other, it shall be conclusively presumed that the Beneficiary survived the remainder beneficiary.

18.8 Notices. All notices required or permitted under this agreement shall be in writing and sent by ordinary mail to the recipient at such address as may be specified from time to time. If any person receiving notice shall be a minor or under any other legal disability, a living parent, guardian, or other person having physical custody of the person may act for that person in receiving notice. Nothing contained in this Paragraph shall be deemed to give the person acting in conjunction with Trustee the power or right to enlarge, shift, or restrict the beneficial interest of any beneficiary of any such trust.

18.9 Exercise of rights. All rights (such as revocation, amendment, withdrawal, release, appointment of Trustee, disclaimer, renunciation, removal of Trustee, lifetime powers of appointment, instructions, and approval) exercisable by the Grantor, the Settlor or any beneficiary shall be exercised by delivery to Trustee (or if there is a corporate Trustee and other trustees, to the corporate Trustee) of a writing, signed by the person exercising such right. All notices, certificates, and other communications permitted or required under this agreement shall be in writing.

18.10 Rule Against Perpetuities. Subject to the following proviso, the Rule Against Perpetuities shall not apply to this Trust, and the Trustee (or any authorized delegate of Trustee powers) shall possess, in all events, the power within the meaning of Maryland Code Annotated, Estates & Trusts Article 11-102(e), to sell, lease or mortgage trust property for any period of time beyond the period that is required for an interest created under this instrument to vest, so as to be good under the Rule Against Perpetuities. Provided, however,

if at any time any part of the trust estate shall be situated in a jurisdiction in which the Rule Against Perpetuities is in effect, or shall be subject to the laws of any such jurisdiction, then and in such event the following provisions shall be effective: Any trust created pursuant hereto which shall still be in existence on the day before 21 years after the death of the last to die of all the beneficiaries herein named or identified, who were living at the time said Trust became irrevocable by reason of the death of a Settlor, or otherwise, shall forthwith terminate. Upon termination of any trust pursuant to these provisions, Trustee shall pay over the trust estate, free and clear of any trust, to the beneficiaries then entitled to or permitted to receive the income therefrom, per stirpes.


18.11 The Code and Designated Sections. All references in this Trust Agreement to the "Code" relate only to the Internal Revenue Code of 1986, and any successor or substitute Internal Revenue Code. All references in this Trust Agreement to a designated Section of the Code relate to such Section and to any amendments or substitute sections thereto.

18.12 Effective Date and Contributions. This Master Discretionary Trust is established as of the day and year first above written. This trust shall be effective as to any Settlor or Beneficiary after execution of a Joinder Agreement and delivery of the initial trust corpus to Trustee. If Trustee fails to execute this agreement within a reasonable time and thereafter becomes incapable of executing this agreement, then the failure to exercise shall be deemed a resignation and the successor Trustee provisions of this instrument shall become operative.

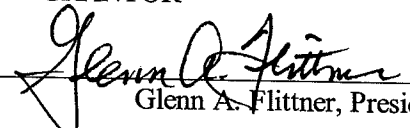
IN WITNESS WHEREOF, the parties hereto have executed this Master Discretionary Trust Agreement the day and year first above written.

Attest:

PLAN OF MARYLAND - D.C., INC.
GRANTOR



Witness

By: 

Glenn A. Flittner, President

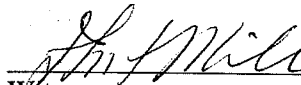
"Trustee's Acceptance"

I, PLAN OF MARYLAND-D.C, INC, accept the trust created as Trustee for individuals for whom Joinder Agreements are executed under the Maryland Discretionary Trust Act. I undertake to administer and distribute the trust property pursuant to the Maryland Discretionary Trust Act.

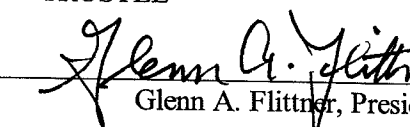
Dated: June 26, 2007

Attest:

PLAN OF MARYLAND - D.C., INC.
TRUSTEE



Witness

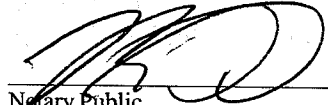
By: 

Glenn A. Flittner, President

CORPORATE ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) ss

On this 26 day of JUNE, 2007, before me personally appeared Glenn A. Flittner to me known to be the President of the corporation that executed the within and foregoing instrument as Grantor and as Trustee, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



Notary Public
My Commission Expires:

**RICK SIN
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES FEB. 22, 2011**