

AMENDMENT TO AND RESTATEMENT
OF REVOCABLE TRUST AGREEMENT

THIS AMENDMENT TO AND RESTATEMENT OF REVOCABLE TRUST AGREEMENT is entered into this 13th day of November, 2009, by and between BETTY P. PEBBLES, of Prince George's County, Maryland, hereinafter called the "Settlor," and BETTY P. PEBBLES, hereinafter called the "Trustee."

W I T N E S S E T H:

WHEREAS, under a Revocable Trust Agreement dated December 29, 2005 (the "Trust"), the Settlor created a Revocable Trust of certain of her property; and

WHEREAS, pursuant to Section 2.03 of the Trust, the Settlor reserved unto himself the right and power to modify or amend in any respect any of the terms and provisions thereof; and

WHEREAS, the Settlor amended the Trust by a First Amendment dated March 30, 2007; and

WHEREAS, the Settlor amended the Trust by a Second Amendment dated December 16, 2008; and

WHEREAS, the Settlor amended the Trust by a Third Amendment dated July 6, 2009; and

WHEREAS, the Settlor now wishes to further amend the Trust as provided hereinafter.

NOW, THEREFORE, the Settlor hereby alters, amends, modifies and restates the Trust, it being the Settlor's intent that this Amendment to and Restatement of Revocable Trust

Agreement will, from the date hereof, supersede and replace the Trust December 29, 2005, as amended, and that all assets transferred to or held by the Trustee shall henceforth be held pursuant to the following terms:

FIRST -- Trust Property

A. The Settlor does hereby transfer, assign, and deliver to the Trustee all right, title, and interest that she may own in her tangible personal property. The Trustee acknowledges receipt of such property.

B. All real and personal property heretofore or hereafter received by the Trustee shall form a part of, and shall be herein referred to as, the "Trust Estate."

SECOND -- Identification of Family

As used in this Trust Agreement, the words "son" or "Joel" refer to the Settlor's son, JOEL R. PEBBLES, SR.

THIRD -- Payment of Trust Income to Settlor

During the lifetime of the Settlor, all of the net income from time to time accruing hereunder, until the Trustee otherwise shall have been advised by the Settlor in writing, shall be accumulated and added to the principal of the Trust Estate; provided, however, that upon receipt of a direction in writing from the Settlor, all or such part of the net income of the Trust Estate thereafter accruing shall be paid over to the Settlor or to such other person or persons, and in such amounts and at such times, as the Settlor may by such writing direct.

FOURTH -- Withdrawal of Trust Principal

A. The Trustee shall have the power and authority hereunder to make payments of principal for the Settlor's health, maintenance, comfort or support, and may make

any such payments to or for the benefit of the Settlor, or to the individual who is, in the sole judgment of the Trustee, in proper charge of the Settlor, whether with or without a court order; and in every such event payments may be made, received and applied without the necessity of any accounting to, qualification in, or approval of any court, and any such payments made in good faith shall be deemed proper and shall constitute a complete release and acquittance of the Trustee therefor.

B. The Settlor shall have the power and authority upon written notice to the Trustee, to withdraw any part or all of the principal of the Trust Estate, so that the Trust Estate may be terminated in whole or in part in the sole and absolute discretion of the Settlor.

FIFTH -- Payment of Taxes and Expenses

Upon the death of the Settlor, the Trustee, after consultation with the Personal Representative of the Settlor's estate, shall pay promptly from the Trust Estate:

- A. To the proper taxing authorities for the account of the Settlor's estate:
1. all income taxes payable with respect to income received by the Settlor prior to her death, or payable by her estate after her death,
 2. All estate and inheritance taxes (including any interest and penalties thereon not caused by negligent delay) payable with respect to all property includable in the Settlor's gross estate, whether or not such property constitutes a part of the Settlor's probate estate, and
 3. all unpaid gift taxes on any gifts made by or attributed to the Settlor during her lifetime;

B. All debts, claims, funeral expenses, bequests and administration expenses (including commissions and legal fees) which, in the sole and exclusive judgment of the Trustee, are properly payable by, and duly chargeable against, the Settlor's probate estate or the Trust Estate; and

C. All other taxes, costs, expenses, fees, disbursements or interest (other than as provided in Paragraphs A and B above) and/or penalties not caused by negligent delay which the Trustee, in its sole and exclusive judgment, shall deem to be properly payable by or on behalf of the Settlor's probate estate or by the Trust Estate.

SIXTH -- Specific Bequests

A. The Settlor gives to her friend, CLARENCE JACKSON, if he survives her, whatever automobile she may own at the time of her death (currently a Mercedes 600 sedan).

B. The Settlor gives to her friend, GLORIA McGRUDER, if she survives her, her yellow gold Rolex watch and mink coat.

C. The Settlor gives to her friend, ASYA PEEBLES, if she survives her, her white gold Rolex watch.

D. Upon the death of the Settlor, all of the balance of her tangible personal property shall be distributed to her son, JOEL R. PEEBLES, SR., if he survives her, but if not, the Trustee shall distribute the same among those persons as the Trustee, in its sole and absolute discretion, shall determine.

SEVENTH -- Cash Bequests

Upon the death of the Settlor, the following amounts shall be distributed to the following persons who survive the Settlor:

- A. Twenty-Five Thousand Dollars (\$25,000) to the Settlor's grandson, JOHN R. PEEBLES, JR.;
- B. Twenty-Five Thousand Dollars (\$25,000) to the Settlor's granddaughter, YOLANDA M. PEEBLES;
- C. Twenty-Five Thousand Dollars (\$25,000) to the Settlor's granddaughter, DANIELLE M. PEEBLES;
- D. Twenty-Five Thousand Dollars (\$25,000) to the Settlor's grandson, JAMES R. PEEBLES, III;
- E. Fifteen Thousand Dollars (\$15,000) to the Settlor's friend, CLARENCE JACKSON;
- F. Ten Thousand Dollars (\$10,000) to the Settlor's friend, DOROTHY L. WILLIAMS;
- G. Fifteen Thousand Dollars (\$15,000) to the Settlor's friend, DENISE KILLEN;
- H. Ten Thousand Dollars (\$10,000) to the Settlor's friend, GLORIA McGRUDER; and
- I. Fifteen Thousand Dollars (\$15,000) to the Settlor's caretaker, ZAINAB SESAY.

EIGHTH -- Balance of Trust Estate

All of the balance of the Trust Estate then remaining in the hands of the Trustee after any payments described in the foregoing Articles, including all additions such as (but not limited to) insurance proceeds payable to the Trustee on the death of the Settlor and any and all assets received from the Settlor's estate under the provisions of her will, as well as all assets received by the Trustee as the result of an exercise of any power of appointment held by the Settlor at the time of her death, and all other assets from whatever source which are or shall have been added to the Trust Estate, either before or after the Settlor's death, shall be held, administered and ultimately distributed as hereinafter provided.

NINTH -- Disposition of Balance of Trust Estate

The balance of the Trust Estate shall be divided into a sufficient number of equal shares such that:

A. three (3) such shares shall be distributed to the Settlor's son, JOEL R. PEEBLES, SR., if he survives the Settlor;

B. five (5) such shares shall be set aside for the Settlor's son, JOEL R. PEEBLES, SR., if he survives the Settlor, to be held in a trust herein referred to as Joel's Trust and to be administered and ultimately distributed in accordance with the provisions of Article ELEVENTH, below;

C. one (1) such share shall be distributed to the Settlor's grandson, JOSHUA R. PEEBLES, if he survives the Settlor;

D. one (1) such share shall be set aside for the Settlor's great grandson, JOSHUA R. PEEBLES, JR., if he survives the Settlor, to be held in a separate trust share and to

be administered and ultimately distributed in accordance with the provisions of Article THIRTEENTH, below;

E. one (1) such share shall be set aside for the Settlor's grandson, JOEL R. PEEBLES, JR., if he survives the Settlor, to be held in a separate trust share and to be administered and ultimately distributed in accordance with the provisions of Article THIRTEENTH, below;

F. one (1) such share shall be set aside for the Settlor's granddaughter, JANAY PEEBLES, if she survives the Settlor, to be held in a separate trust share and to be administered and ultimately distributed in accordance with the provisions of Article THIRTEENTH, below;

G. one (1) such share shall be set aside for the Settlor's grandson, JORDAN PEEBLES, if he survives the Settlor, to be held in a separate trust share and to be administered and ultimately distributed in accordance with the provisions of Article THIRTEENTH, below;

H. one (1) such share shall be set aside for the Settlor's grandson, JEREMIAH PEEBLES, if he survives the Settlor, to be held in a separate trust share and to be administered and ultimately distributed in accordance with the provisions of Article THIRTEENTH, below;

I. twenty-four (24) such shares shall be set aside by the Trustee to establish The Apostle Betty P. Peebles Youth Center ("the Youth Center") pursuant to the provisions of Article TENTH below.

TENTH -- The Apostle Betty P. Peebles Youth Center

The Settlor's friends, MICHAEL FREEMAN, DELORES FREEMAN, and GLORIA McGRUDER, shall serve as the initial Governing Board of the Youth Center until their successors are chosen and seated and shall: (1) establish the mission of the Youth Center and guidelines for the scope and manner of assistance to be provided to the youth it serves; (2) establish guidelines for the operation of the Youth Center, including but not limited to a determination as to (i) the location of the Youth center, (ii) refurbishing an existing facility or (iii) building a new facility on the grounds of the Jericho Baptist Church Ministries, Inc., doing business as The Jericho City of Praise, for the operation of the Youth Center; (3) to the extent non-profit status is required or desired, attain non-profit status for the Youth Center in accordance with the requirements of the Internal Revenue Service; and (4) to the extent required or desired, establish articles of incorporation, by-laws and such other governing documents, including but not limited to guidelines for the qualification, selection and term of successor members of the Governing Board.

ELEVENTH -- Disposition of Joel's Trust

A. The Trustee may pay over to the Settlor's son from the net income or principal of Joel's Trust such amounts as in its sole and absolute discretion the Trustee may deem to be necessary, reasonable or desirable for Joel's spiritual education pursuant to the provisions of Article TWELFTH below.

B. Any income not distributed as herein provided shall be accumulated and added to the principal of such share.

C. Upon Joel's satisfactory completion of the spiritual tutelage program pursuant to the provisions of Article TWELFTH below, he shall have the right at any time and from time to time thereafter by written demand to withdraw any part or all of Joel's Trust.

D. Upon Joel's death, the Trustee shall pay over and distribute any balance of Joel's Trust to his then living descendants, per stirpes; and if none, then the same shall be paid over to my then living descendants, per stirpes.

TWELFTH -- Joel's Spiritual Tutelage

A. Joel must place himself under the spiritual tutelage of the Pastor of the Spirit of Faith Christian Center, currently Dr. Michael A. Freeman ("the Pastor"), at the sanctuary location determined by the Pastor, for not less than one (1) year or more than two (2) years as determined by the Pastor (which may be extended if additional time is required to pursue a doctoral divinity degree).

B. During the period of spiritual tutelage under and as assigned by the Pastor, Joel shall be required to attend and/or successfully complete biblical studies either at a local seminary, bible institute or other institution of biblical study as assigned by the Pastor (with it being the Settlor's preference but not a requirement that Joel obtain and be awarded a doctoral divinity degree).

C. During the period of spiritual tutelage under the Pastor, Joel shall also be required to successfully demonstrate a thorough comprehension and appreciation of the following spiritual principles, as determined by the Pastor: (i) spirit-led ministerial leadership; (ii) spirit-led administrative leadership functioning within a framework of board of trustee

governance; and (iii) living and leading according to the principles of 1 Timothy 3 of the New Testament.

D. During the period of spiritual tutelage, the Pastor shall have the sole unfettered discretion to make such assignments, projects, tasks and/or requirements as he deems necessary for Joel to fulfill the requirements of Paragraph C of this Article.

E. To establish his satisfactory completion of the spiritual tutelage program set forth in this Article TWELFTH, Joel must deliver to the Trustee written acknowledgement by the Pastor of such satisfactory completion.

THIRTEENTH -- Disposition of Children's Trust Shares

A. The Trustee may pay over to any grandchild or great grandchild for whom a share has been set aside (referred to in this Article THIRTEENTH as "child") from the net income or principal of such share such amounts as in its sole and absolute discretion the Trustee may deem to be necessary, reasonable or desirable for such child's health, education, support, and maintenance.

B. Any income not distributed as herein provided shall be accumulated and added to the principal of such share.

C. Each child for whom a share shall have been set apart, upon the later of such child's attainment of age twenty-five (25) or the date on which the share is set apart, shall have the right at any time and from time to time thereafter by written demand to withdraw from such share amounts which when added to previous withdrawals by such child are equal in value to no more than one-third (1/3) of the total of the value of the principal of such share as of the date of demand and the value of prior withdrawals at the previous respective demand dates.

D. Upon the later of such child's attainment of age thirty (30) or the date on which the share is set apart, such child shall have the right at any time and from time to time thereafter by written demand to withdraw from such share amounts which when added to previous withdrawals by such child are equal in value to no more than two-thirds (2/3) of the total of the value of the principal of such share as of the date of demand and the value of prior withdrawals at the previous respective demand dates.

E. Upon the later of such child's attainment of age thirty-five (35) or the date on which such share is set apart, such child shall have the right at any time and from time to time thereafter by written demand to withdraw any part or all of such share.

F. Upon the death of such child, the Trustee shall pay over and distribute any balance of any such share to the then living descendants, per stirpes, of such child; and if none, then the same shall be paid over to my then living descendants, per stirpes.

FOURTEENTH -- Payment to Beneficiaries Under Age Twenty-One

A. If, upon the Settlor's death, or upon the termination (in whole or in part) of a trust herein created, any person entitled to be paid any portion of the Trust Estate is then the current income beneficiary of another trust created under this will, whether or not such person shall have the absolute right to any part or all of such income, such portion shall not be paid over absolutely to such person but shall be added to and become a part of the principal of such other continuing trust.

B. If, upon the Settlor's death, or upon the termination (in whole or in part) of a trust herein created, any person entitled to be paid any portion of the Trust Estate is not then the beneficiary of such other continuing trust but has not yet attained the age of twenty-one (21)

years, such payment 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. My Personal Representative shall appoint the custodian of such gift.

FIFTEENTH -- Succession, Resignation, and Appointment of Trustee

A. The Settlor hereby reserves unto herself during her lifetime the right and power to appoint one or more Co-Trustees or successor Trustees and to remove any Trustee or Co-Trustee serving from time to time hereunder.

B. If the Settlor shall fail for any reason to continue or qualify as Trustee hereunder, the Settlor constitutes and appoints her friends, MICHAEL FREEMAN and DELORES FREEMAN, and the survivor, to serve as such in her place. If either shall fail for any reason to continue or qualify as Trustee hereunder, the Settlor constitutes and appoints her friend, GLORIA McGRUDER, to serve as such in their place.

C. Any Trustee may resign at any time. Any resignation or removal hereunder shall be effective upon thirty (30) days written notice delivered or mailed to the then current income beneficiaries of the trust and, when the Trustee resigning or being removed is the sole Trustee, the appointment and qualification of a successor Trustee.

D. Any current individual Trustee for whom no successor is appointed hereunder shall have the right and power to designate a successor Trustee by last will and testament or by other written instrument.

E. Any individual Trustee shall have the right and power to appoint, by written instrument, a Co-Trustee.

F. Any appointment hereunder shall be in writing delivered to the Trustee to be appointed and shall become effective upon the delivery to the then current income beneficiaries of the trust of the written acceptance of the appointed Trustee.

G. A copy of such resignation, removal, appointment or acceptance shall be filed among the permanent records of the trust. Any Trustee who resigns or is removed pursuant to this Article shall, when such resignation or removal has become effective, promptly transfer, pay over and deliver the trust property and records then in its hands to any other Trustee who is then acting as such, and any written receipt executed by such Trustee shall be sufficient to discharge any liability of the Trustee resigning or being removed for such delivery.

SIXTEENTH -- Administrative Provisions for Trusts

A. The Trustee of each trust created hereunder shall serve as such at all times without bond.

B. Any substitute Trustee hereunder shall have all the rights, powers, discretions, duties and responsibilities granted to or imposed upon the Trustee named herein; provided, however, that any successor or substitute Trustee shall have no obligation to inquire into, nor any liability for, the prior administration of any trust.

C. None of the trusts herein created shall be administered under the direction or jurisdiction of any court. If any trust hereunder nonetheless is subject to the jurisdiction of any court, such jurisdiction shall extend only to the particular matter considered, and shall terminate upon conclusion of the proceeding.

D. 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.

E. As long as no corporate Trustee is serving hereunder, the individual Trustee may place all or any part of the securities or other property at any time held by it in the care or custody of any bank or trust company; employ investment counsel or management; have all stocks and registered securities and other property placed in the name of its nominee or in the nominee of any custodian; appoint an agent or attorney to collect, receive, receipt for and disburse any income, and generally to perform the duties and services incident to a so-called "custodian" account. The costs and expenses of any such services shall be charged against the principal and/or income of the trust for which such services are rendered in such manner as the Trustee shall determine in its discretion, provided that such determination is made so as to balance fairly the interests of the income and remainder beneficiaries.

F. A Trustee by instrument in writing may delegate to a Co-Trustee for a specified period of time any of such Trustee's powers and duties, including, but not by way of limitation: the power to sign checks; the power to give orders for the purchase and sale of securities; the responsibility of maintaining and preparing trust records and accountings; and all ministerial functions.

SEVENTEENTH -- Powers of Trustee

In addition to all powers, authorities and discretions granted to it by common law, statute or under any rule of court, the Settlor hereby expressly authorizes and empowers the Trustee in its sole and absolute discretion to:

A. invest and reinvest in real or leasehold property, tangible or intangible personal property, common trust funds, mutual funds, money market funds, common stocks, preferred stocks, bonds and debentures, all as the Trustee may consider advisable or proper, without application to, or the approval of, any court and without being restricted as to the character of any investment by any statute or rule of law or court governing the investment of trust funds;

B. sell, lease (irrespective of the possible termination of the trust), improve, partition, mortgage, exchange or otherwise dispose of any and all property at any time forming a part of the trust, in such manner, for such purposes and upon such terms as the Trustee may deem advisable;

C. vote in person or by proxy with respect to any shares of stock or other securities held by it, for any purpose, and to take any other action which the Trustee may deem necessary or proper in connection therewith, participate in any voting trust, merger or reorganization, and to hold investments in the name of a nominee;

D. make divisions or distributions of the assets of any trust in money or in kind or partly in money and partly in kind, and to cause any part of any such trust to be composed of property different in kind from any other part; except as otherwise herein specifically provided, the judgment and any determination of the Trustee in connection therewith, including values assigned to various assets, shall be binding and conclusive on all persons interested therein;

E. borrow or advance money for any purpose connected with the protection, preservation or improvement of any trust, and create one or more mortgages on, or pledges of,

any part or all of the property included in such trust, whenever the Trustee shall deem the same in its judgment advisable;

F. pay, compromise, compound, extend, modify, renew, adjust, submit to arbitration, sell or release any claims or demands of any trust against others or of others against such trust as the Trustee shall deem advisable, and to make any payments in connection therewith;

G. execute, acknowledge and deliver any and all instruments in writing which the Trustee may deem advisable to carry out any of the powers described herein, including the power to indicate any division or 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; provided that no party to any such instrument in writing signed by the Trustee shall be bound to see to the application by the Trustee of any money or other property paid and delivered to it pursuant to the terms of such instrument;

H. exercise, or consent to the exercise of, any tax options or elections allowed by any federal, state or local tax law.

All decisions made by the Trustee in the course of exercising its discretion pursuant to the powers hereinabove conferred upon it shall be binding and conclusive upon all persons.

EIGHTEENTH -- Spendthrift, Facility of Payment, Rule Against Perpetuities

A. Except as otherwise in this Trust Agreement provided, the Trustee shall pay all amounts of income and principal payable hereunder to any person into the hands of such

person and not unto any other person or corporation whatsoever, whether claiming by such person's authority or otherwise; nor may said payments be anticipated.

B. For the purposes of the foregoing paragraph, however, deposit to the credit of such person in a bank or trust company designated by such person in writing shall be deemed to be the equivalent of payment into the hands of such person; and, likewise, if the beneficiary of any trust to whom income or principal is payable under the provisions hereunder is then a minor or is in the opinion of the Trustee incapacitated, physically or mentally, temporarily or permanently, the Trustee may make payments of such income and/or principal (1) to such person, or (2) to the individual who, in the sole and conclusive judgment of the Trustee, is in proper charge of such person, whether with or without a court order, or (3) in the case of a minor, to the custodian named by the Trustee to be held under any applicable Uniform Transfers to Minors Act, or (4) the Trustee may pay or apply any part or all thereof for such person's benefit or on such person's behalf; and in every such event payments may be made, received and applied without the necessity of any accounting to, qualification in or approval of any court, and any such payments made in good faith shall constitute a complete release and acquittance of the Trustee therefor.

C. The rule against perpetuities shall not apply to any trust created hereunder.

NINETEENTH -- Allocation of Property

The Trustee shall have absolute discretion hereunder to select property to be allocated to any separate trust created, without respect to the income tax basis of such property, and it is specifically excused from any duty of impartiality in connection therewith, provided that

it shall not exercise its discretion in a manner that will result in a loss of, or decrease in, any deduction otherwise allowable in determining the Settlor's federal estate tax.

TWENTIETH -- Additional Trust Property

The Settlor and/or any other person may at any time deposit with, or transfer, devise, bequeath or appoint to the Trustee additional property to be held, administered and ultimately distributed hereunder as part of the Trust Estate.

TWENTY-FIRST -- Revocation and Modification

The Settlor hereby reserves unto herself the right and power at any time and from time to time during her lifetime to revoke the trust hereby created in whole or in part, and to modify or amend in any respect any of the terms and provisions hereof, including the power to withdraw any or all property from the Trust Estate, by written notice delivered to the Trustee during her lifetime, without the consent of any other person and without notice to any person other than the Trustee; provided that the obligations of the Trustee shall not be increased nor its compensation reduced without its consent.

TWENTY-SECOND -- Acceptance of Trust

The Trustee hereby accepts the trusts herein created, and agrees to serve as Trustee hereunder.

TWENTY-THIRD -- Terms

A. Throughout this Trust Agreement, when the context or circumstances so require, references to the singular number shall include the plural and vice versa, and references to any gender shall include any other gender.

B. The headings used herein are for convenience only and do not affect or modify the provisions of this Trust Agreement.

C. The Trustees hereunder are sometimes referred to in the singular and neuter gender.

D. This Trust Agreement, and all of its terms, conditions, provisions and limitations, shall be construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Settlor and the Trustee have hereunto set their hands and affixed their seals, respectively, the day and year first above mentioned.

WITNESS:

Betsy J. Ferguson
Witness

Betty P. Peebles (SEAL)
BETTY P. PEEBLES, Settlor

Paul D. Spitz
Witness

Betty P. Peebles (SEAL)
BETTY P. PEEBLES, Trustee

STATE OF MARYLAND, SS:

I HEREBY CERTIFY that on this 13 day of November, 2009, before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared, BETTY P. PEEBLES, known to me to be the person whose name is subscribed to the foregoing Trust Agreement, who acknowledged that she executed the same for the purposes therein contained, and that it was her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Annora Boonell
Notary Public

My Commission Expires: 7/12/2013