**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	Chapter 11
WHITEHALL TRUST, *Debtor*.	:	Case No. 25-15241 (PMM) (Jointly Administered)

**MOTION OF SECURED CREDITOR LEHIGH VALLEY 1, LLC
TO DISMISS TRUST DEBTORS' BANKRUPTCY CASES
BECAUSE THEY ARE INELIGIBLE TO BE DEBTORS UNDER
SECTION 109 OF THE BANKRUPTCY CODE**

Secured Creditor Lehigh Valley 1, LLC ("Lender") hereby moves this Court for entry of an Order dismissing the bankruptcy cases of Whitehall Trust and Saucon Trusts (the "Trust Debtors") because they are trusts that are not eligible to be debtors under Section 109 of the Bankruptcy Code, 11 U.S.C. § 109. In support thereof, Lender states as follows:

INTRODUCTION

1. "As a general matter, trusts are not eligible for bankruptcy relief." *In re Joobeen*, 385 B.R. 599, 613 (E.D. Pa. 2008). In particular, "real property trusts cannot be debtors under the Bankruptcy Code…." *Id.* at 614.

2. In fact, only "business trusts" are eligible to be debtors under the Bankruptcy Code. *See* 11 U.S.C. § 101(9)(A)(v) & (41), 109(b) & (d).

3. The Trust Debtors are real property trusts, not business trusts.

4. Neither of the Trust Debtors was formed as a business trust under the Pennsylvania statute governing business trusts. 15 Pa. C.S. § 9501 *et seq.*

5. Nor does either of the Trust Debtors have any of the characteristics of a business trust. Neither was formed for the primary purpose of transacting business or

commercial activity, as opposed to preserving assets. Each Trust Debtor was formed by Mr. Atiyeh alone, for his own benefit, not by a group of investors who contribute capital to the enterprise with the expectation of receiving a return on their investment. Neither Trust Debtor was created in compliance with state law. Moreover, the beneficial interests of each of the Trust Debtors – held by Mr. Atiyeh and his family – are not transferable. The Trust Debtors have none of the indicia of a corporate entity. *In re Eagle Trust,* Civ. A. No. 98–2531, 97–23298, 1998 WL 635845, at *4 (E.D.Pa. Sept. 16, 1998) (identifying factors relevant to whether a trust is a business trust).

6. As the Trust Debtors are not business trusts, they are not eligible to be debtors in bankruptcy. Accordingly, the Trust Debtors' bankruptcy cases should be dismissed.

JURISDICTION

7. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

8. The statutory bases for the relief requested herein include, *inter alia*, 11 U.S.C. §§ 105(a) and 109(d).

9. The Lender is a secured creditor of the Debtors and has standing to bring this motion.

FACTUAL BACKGROUND

10. The Lender incorporates by reference the detailed Factual Background set forth in its First Objection of Secured Creditor Lehigh Valley 1, LLC to Motion for (1) Interim and Final Orders (A) Authorizing Debtors to Use Cash Collateral of Existing Secured Party and Granting Adequate Protection for Use and (B) Prescribing Form and Manner of Notice and Setting the Time for the Final Hearing and (2) Expedited Hearing

on the Relief Sought Herein (ECF 41). The Lender repeats here for emphasis particular portions of the background that are relevant to this motion.

11. The Trust Debtors own real properties located in Lehigh County, Pennsylvania, which they lease to the related, respective Manor Debtors.

The Formation and Nature of Whitehall Trust

12. The Whitehall Trust was created by the Trust Agreement of Whitehall Trust, dated as of August 1, 2007 ("Whitehall Trust Agreement"). A true and correct copy of the Whitehall Trust Agreement is attached hereto as Exhibit A.

13. The Whitehall Trust was created under Pennsylvania law. *See* Declaration of Abraham Atiyeh in Support of First Day Motions ("First-Day Declaration"), ECF 25, ¶ 1; Ex. A, Whitehall Trust Agreement ¶ 12.

14. Abraham Atiyeh is the settlor of the Whitehall Trust.

15. Whitehall Trust was primarily created for tax and estate purposes. Ex. A, Whitehall Trust Agreement ¶ 11 (prohibiting Whitehall Trust from paying taxes).

16. Pursuant to the Whitehall Trust Agreement, Mr. Atiyeh assigned by deed certain real property to Whitehall Trust. This real property is the sole asset of Whitehall Trust. *Id.* ¶ 6.

17. Whitehall Trust engages in no business other than owning this real property and leasing it to its affiliate, Debtor Whitehall Manor. Whitehall Trust has no employees, officers, or directors.

18. Mr. Atiyeh is also the primary beneficiary of Whitehall Trust. He is entitled to receive distributions of net income during his lifetime. *Id.*; Ex. A, Whitehall Trust Agreement ¶ 3.1.

19. Upon his death, if his wife survives him, she is entitled to the net income from Whitehall Trust during her lifetime. *Id.* ¶ 3.2.1. After the death of both Mr. Atiyeh and his wife, their children are the beneficiaries, entitled to receive both the net income and ultimately the corpus of the trust after a certain amount of time. *Id.* ¶¶ 3.2.3, .4.

20. The Whitehall Trust Agreement contains a spendthrift clause that specifically prohibits transfers of beneficial interests. *Id.* ¶ 9.

The Formation and Nature of Saucon Trust

21. The Saucon Trust was created by a Trust Agreement titled Saucon Trust, dated as of October 1, 2007, and was subsequently amended several times (as amended, "Saucon Trust Agreement"). A true and correct copy of the Saucon Trust Agreement is attached hereto as Exhibit B.

22. The Saucon Trust was created under Pennsylvania law. *See* First-Day Declaration, ECF 25, ¶ 1; Ex. B, Saucon Trust Agreement ¶ 10.

23. Mr. Atiyeh is also the settlor of the Saucon Trust.

24. Saucon Trust was primarily created for tax purposes. Ex. B, Saucon Trust Agreement ¶ 9 (prohibiting Saucon Trust from paying taxes.

25. Pursuant to the Saucon Trust Agreement, Mr. Atiyeh assigned by deed certain real property to Saucon Trust. This real property is the sole asset of Saucon Trust. *Id.* ¶ 7.

26. Saucon Trust engages in no business other than owning this real property and leasing it to its affiliate, Debtor Saucon Valley Manor. Saucon Trust has no employees, officers, or directors.

27. Mr. Atiyeh is also the primary beneficiary of Saucon Trust He is entitled to receive distributions of net income during his lifetime. *Id.*; Ex. B, Saucon Trust Agreement ¶ 2.1.

28. Upon his death, if his wife survives him, she is entitled to the net income from Saucon Trust during her lifetime. *Id.* ¶ 2.2.1. After the death of both Mr. Atiyeh and his wife, their children are the beneficiaries, entitled to receive both the net income and ultimately the corpus of the trust after a certain amount of time. *Id.* ¶¶ 2.2.3, .4.

29. The Saucon Trust Agreement contains a spendthrift clause that specifically prohibits transfers of beneficial interests. *Id.* ¶ 7.

ARGUMENT

30. Bankruptcy relief is limited to those entities that are eligible for such relief. *See generally* 11 U.S.C. § 109.

31. "As a general matter, trusts are ***not*** eligible for bankruptcy relief." *In re Joobeen*, 385 B.R. 599, 613 (E.D. Pa. 2008) (emphasis added).

32. Under the Bankruptcy Code, a trust is eligible to be a chapter 7 or 11 debtor ***only*** if it is a "business trust." 11 U.S.C. §§ 101(41), 109(b) & (d). With limited exceptions that are not relevant here, only a "person" may be a debtor in a case under Chapter 7 or 11. 11 U.S.C. § 109(b), (d). The Bankruptcy Code defines the term "person" to include a "corporation." *Id.* § 101(41). In turn, the term "corporation" is defined in the Code to include a "business trust." 11 U.S.C. § 101(9)(A)(v). The Bankruptcy Code does not further define what a "business trust" is.

33. As the party who filed the bankruptcy petition, the Trust Debtors bear the burden of proving their eligibility to be debtors. *See In re Dille Family Trust,* 598 B.R. 179, 189 (Bank. W.D. Pa. 2019) ("courts have held that the burden of proof in establishing

eligibility for bankruptcy relief lies with the party filing the bankruptcy petition" (citations omitted)); *In re EHT US1, Inc.*, 630 B.R. 410, 421 (Bankr. D. Del. 2021) ("The burden of proof in establishing eligibility for bankruptcy relief lies with the party filing the bankruptcy petition"); *In re Visicon Shareholders Trust,* 478 B.R. 292, 307 (Bankr. S.D. Ohio 2012); *In re General Growth Props., Inc.,* 409 B.R. 43, 70 (Bankr. S.D.N.Y. 2009).

34. There are two available ways to determine whether or not a trust is a business trust that is eligible to file for bankruptcy: (1) Whether it is a business trust under the law of the State under which it was formed? And (2) whether it is a business trust under common bankruptcy law? *Compare EHT,* 630 B.R. at 425 ("Rather, the law of the jurisdiction in which the trust is organized … shall govern."), *with Dille Trust,* 598 B.R. at 191 ("It is this Court's opinion that whether an entity is eligible for bankruptcy relief is a matter under federal law.").

35. Under either view, the Trust Debtors plainly cannot meet their burden to show that they are eligible to be debtors in a bankruptcy case.

The Trust Debtors Are Not Business Trusts Under Pennsylvania Law

36. The Declaration in Support of First-Day Motions filed on behalf of the Debtors states that each of the Trust Debtors is a Pennsylvania trust. ECF 25, ¶ 1.

37. Viewed through the lens of Pennsylvania law, the Trust Debtors are not business trusts.

38. To determine whether the filer has "legal personality," courts begin with the law of the place where the putative debtor was formed. *See GBForefront, L.P. v Forefront Mgmt. Grp.,* LLC, 888 F.3d 29, 40 (3d Cir. 2018).

39. "Business trusts" were codified in Pennsylvania law through the General Association Act of 1988, Act No. 1988-177, in particular 15 Pa. C.S. § 9501 *et seq*.

40. Under Pennsylvania law, a business trust is "an association organized as a trust:

> (i) Whose deed of trust or other organic document has been filed in the department and is in effect under this chapter.
>
> (ii) Whose deed of trust or other organic document states, by amendment or otherwise, that the trust exists subject to the provisions of this chapter, in the case of a business trust heretofore established under the laws of this Commonwealth or heretofore or hereafter established under the laws of any other jurisdiction."

15 Pa. C.S. § 9501(a)(1).

41. The trustees of a business trust must file the organizing document with the Pennsylvania Department of State. 15 Pa. C.S. § 9503(a) ("The trustees of a business trust shall promptly cause the instrument or any amendment thereof, except an amendment solely effecting or reflecting the substitution of or other change in the trustees, to be filed in the Department of State.").

42. However, the Trust Debtors cannot meet either of the above requirements.

43. As far as the Lender has been able to determine, the Trust Agreements of the Trust Debtors have not been filed with the Pennsylvania Department of State. A search of the Department of State Business Search website identified ***no*** registered domestic business trust under either name. Exs. C, D. The Debtors have not provided any evidence showing that the Trust Debtors made the necessary filings with the Department of State.

44. Likewise, the Trust Agreements themselves make no reference to the Business Trust statute, as required to form a business trust under Pennsylvania law. 15 Pa. C.S. § 9501(a)(1)(ii).

45. Because the Trust Debtors do not satisfy the basic requirements of Pennsylvania law, they simply are not Pennsylvania business trusts. Thus, neither Trust Debtor is eligible to be a debtor in a bankruptcy case.

The Trust Debtors Are Not Business Trusts Under Any Interpretation of the Bankruptcy Code

46. Alternatively, viewed through the lens of courts' interpretations of the term "business trust" as used in the Bankruptcy Code, the Trust Debtors also are not business trusts.

47. Trusts that are set up to hold real property – like the Trust Debtors here – are simply not eligible to file bankruptcy. *"[R]eal property trusts cannot be debtors under the Bankruptcy Code…." Joobeen*, 385 B.R. at 614 (emphasis added); *see also In re Vera T. Welte Testamentary Trust*, No. 19-00808, 2024 WL 2819677, at *3 (Bankr, N.D. Iowa June 3, 2024) ("Land trusts … have never been recognized as business trusts." (citations omitted)).

48. The general rule in American bankruptcy courts has been that a trust formed for tax or estate-planning purposes is ***not*** eligible to file bankruptcy, while a "business trust," that under applicable law functions like a corporation, is eligible. 11 U.S.C. § 101(9)(A)(v); *see also In re Blanche Zwerdling Revocable Living Trust,* 531 B.R. 537, 542-46 (Bankr. D.N.J. 2015). The legislative history underlying the Code's definition of "corporation" makes clear that, except for a "business trust," a trust is not a "person" eligible for bankruptcy relief. *In re Catholic School Employees Pension Trust,* 599 B.R. 634, 652 (B.A.P. 1st Cir. 2019) (citing *In re Gurney's Inn Corp. Liquidating Trust,* 215 B.R. 659, 660 (Bankr E.D.N.Y. 1997)).

49. The Third Circuit has not directly addressed what constitutes a "business trust" under section 101(9)(A)(v). Other courts have developed various tests to determine whether a trust is a business trust. *See, e.g., In re Kenneth Allen Knight Trust,* 303 F.3d 671, 680 (6th Cir. 2002); *In re Secured Equip. Trust of E. Air Lines, Inc.,* 38 F.3d 86, 89, 90 (2d Cir. 1994). While the precise language of these tests may vary, they primarily look to whether the trust was formed to carry on a for-profit business or for the purpose of preserving property for the benefit of the trust's beneficiaries, and whether the trust has the fundamental traits of a corporation. *See Kenneth Allen Trust,* 303 F.3d at 680 ("[T]rusts created with the primary purpose of transacting business or carrying on commercial activity for the benefit of investors qualify as business trusts, while trusts designed merely to preserve the trust res for beneficiaries generally are not business trusts." (citation omitted)).

50. The District Court in the Eastern District of Pennsylvania has established a clear test, however. "[T]he key elements of a business trust are as follows:

> (1) the trust was formed for the primary purpose of transacting business or commercial activity, as opposed to preserving assets;
>
> (2) the trust was formed by a group of investors who contribute capital to the enterprise with the expectation of receiving a return on their investment;
>
> (3) the trust was created in compliance with state law; and
>
> (4) the beneficial interests of the trust must be freely transferable."

Joobeen, 385 B.R. at 613 (quoting *In re Eagle Trust,* Civ. A. No. 98–2531, 97–23298, 1998 WL 635845, at *4 (E.D.Pa. Sept. 16, 1998)).

51. Similarly, synthesizing the various tests, the bankruptcy court in Pittsburgh recognized that "the riddle of whether a trust constitutes a valid 'business trust' turns upon two generally required elements. The first is whether the trust was created for the purpose of transacting business for a profit (as opposed to merely preserving a res for beneficiaries). The second is whether the trust has all of the indicia of a corporate entity." *Dille Trust,* 598 B.R. at 194. "If any one of these two characteristics is not present, then the trust is not a 'business trust' and is ineligible for bankruptcy relief …." *Id.*

52. The Trust Debtors in these cases have none of the characteristics that the District Court has recognized in *Eagle Trust* and *Joobeen* as required to qualify as a business trust under bankruptcy law

53. *First,* neither of the Trust Debtors was formed for the primary purpose of transacting business or commercial activity, as both Trust Debtors were formed primarily to preserve assets. The Trust Agreements make clear that these trusts were set up to hold and preserve the value of the real property held by the trusts. The Trust Debtors were not intended to engage in wide-spread investment and business activities. Indeed, the sole business of the Trust Debtors has been the ownership of the real estate.

54. *Second,* the Trust Debtors were not formed by a group of investors who contributed capital to the enterprise with the expectation of receiving a return on their investment. As the Trust Agreements make clear, Mr. Atiyeh contributed the real estate now owned by the Trust Debtors. There is no group of investors who expect a return on their investment. *Eagle Trust,* 1998 WL 635845, at *5.

55. *Third,* the Trust Debtors were not created in compliance with state law governing business trusts. "Under the third element, the Debtor must have been created in compliance with state law. Pennsylvania requires a business trust to be registered with

the Department of State." *Id.* (citing 15 Pa. C.S. § 9503(a)). As discussed above, the Trust Debtors are not business trusts registered and existing under Pennsylvania law.

56. *Fourth,* the beneficial interests in the Trust Debtors are not freely transferable. The trust agreements make clear that beneficial interests are not transferable. Rather, they pass by inheritance: When Mr. Atiyeh dies, his wife will receive the beneficial interests automatically. When they have both died, their children will receive the beneficial interests for a specific period of time.

57. Indeed, the Trust Agreements specifically ***prohibit*** transfers of beneficial interests. Each of the Trust Agreements contains a spendthrift clause prohibiting assignment of beneficial interests:

> *Spendthrift Clause:* The interest of any beneficiary in or to principal and income of the Trust Estate shall not be subject to assignment, alienation, pledge, attachment, or claims of creditors of such beneficiary or anyone claiming by, through or under such beneficiary and may not otherwise be voluntarily or involuntarily alienated or encumbered by such beneficiary, except as may be otherwise expressly provided herein.

Ex. A, Whitehall Trust Agreement ¶ 9; Ex. B, Saucon Trust Agreement ¶ 7.

58. In fact, the lack of transferability of beneficial interests in the Trust Debtors is decisive. "[E]very case that has involved a restriction on the transferability of the beneficiaries' interest, whether a nominee trust or not, has held the trust did not qualify as a [bankruptcy] debtor." *In re Quadruple D Trust,* 639 B.R. 204, 238-39 (Bankr. D. Col. 2022) (citations omitted); *see also In re Two Rivers Irrevocable Trust,* 653 B.R. 284, 290 (Bankr. M.D. Ga. 2023) (same).

59. In short, the Trust Debtors simply are ***not*** business trusts under this District's precedent.

60. Alternatively, under the test recognized by the Pittsburgh bankruptcy court in *Dille Trust,* the Trust Debtors are not business trusts eligible to file for bankruptcy.

61. *First,* the Trust Debtors were not created for the purpose of transacting business for a profit. That a trust engages in some business activity does not mean it was created for that purpose. *In re Vera T. Welte Testamentary Trust*, Bankr. No. 19-00808, 2024 WL 2819677, at 3 (Bankr. N.D. Iowa June 3, 2024); *see also In re Tiel Trust I fbo Paula T. Douglass*, 656 B.R. 810, 847 (Bankr. D. Col. 2024) ("engaging in some passive business activity, such as collecting rents from the seven operable railroad cars or collecting interest from two bank accounts does not make the Trust a business trust"). It is well established that a business trust is something more than simply a trust that carries on a business. *In re Mosby,* 61 B.R. 636, 638 (E.D. Mo. 1985) (citing (*Hecht v. Malley*, 265 U.S. 144 (1924)).

62. In *Vera Welte Trust* – with similar facts to these cases – the trust was established to hold property donated by the settlor and lease it back to him for use as a farm. The court held, in that situation: "The Vera Trust was established as a land trust, with the principal purpose being the preservation of 160 acres of farmland for the benefit of Frank Welte." 2024 WL 2819677, at *3. The situation here is the same. The Trust Debtors were established with the principal purpose of preserving the real estate for the benefit of Mr. Atiyeh, through leases to his other business ventures. The Trust Debtors were not formed for the purpose of engaging in business for profit.[1]

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[1] In fact, Mr. Atiyeh ensured that the Trust Debtors could not engage in business for profit by entering into the 2023 Lease Amendments that forgave outstanding unpaid rent and essentially eliminated future rent obligations the Manor Debtors owed to the Trust Debtors.

63. Indeed, what a bankruptcy court in Colorado said in finding the debtor was not a business trust applies equally here: "In any event, aside from ownership of the Real Property, the Trust has done nothing. It has no officers, directors, managers, or employees. It has not received any type of income for at least the last three years." *Quadruple D Trust,* 639 B.R. at 238.

64. *Second*, the Trust Debtors have none "of the indicia of a corporate entity." *Dille Trust*, 598 B.R. at 194. As the Court in *Dille Trust* explained, indicia of corporate entity include: "a bargained-for-exchange," "investors who contribute capital to the enterprise with the expectation of receiving a return on their investment," "continuity of the business enterprise uninterrupted by death among beneficial owners, and the transferability of interests." *Id.* at 199-200 (citations omitted). The Trust Debtors have none of these indicia.

65. The Trust Debtors did not involve a "bargained-for-exchange." The settlor, donor, and beneficiary of the Trust Debtors is the same – Mr. Atiyeh. There was no bargain or exchange

66. As set forth above, there were no investors, no contribution of capital, and no expectation of return on investment. *See supra* ¶ 54.

67. Under the Trust Agreement, the Trust Debtors do not continue uninterrupted by death among beneficial owners. Rather, after the death of Mr. Atiyeh and his wife, the corpus of the Trust Debtors will eventually be distributed to their children. *See generally* Ex. A, Whitehall Trust Agreement ¶ 3.2.4; Ex. B, Saucon Trust Agreement ¶ 2.2.4.

68. Finally, as shown above, the beneficial interests are not transferable. *See supra* ¶¶ 56-58.

69. Accordingly, under the *Dille Trust* test, the Trust Debtors are not business trusts. *Dille Trust,* 598 B.R. at 194 ("If any one of these two characteristics is not present, then the trust is not a 'business trust' and is ineligible for bankruptcy relief ….").

70. In short, regardless of what test this Court applies, the Trust Debtors are not business trusts and are not eligible to be debtors in bankruptcy cases.

RESERVATION OF RIGHTS

71. Notwithstanding the foregoing, Lender reserves all of its present and future rights, claims, and remedies with respect to its liens and security interests in the Debtors' property, including, without limitation, (i) its right to challenge the validity, extent, perfection, and priority of any liens or interests asserted by the Debtor or any other party in interest in such property; (ii) its right to contest the Debtors' proposed use of cash collateral and to seek appropriate adequate protection, including additional or replacement liens, additional adequate protection payments, or superpriority claims; (iii) its right to require valuations and to object to any valuation methodologies; (iv) its right to seek modification, expansion, or termination of the use of cash collateral if protections are inadequate; (v) its right to seek relief from the automatic stay or to seek other relief as permitted by the Bankruptcy Code; (vi) its right to seek to dismiss the Debtors' bankruptcy cases on any other available grounds; and (vi) any other rights and remedies available under applicable law, equity, or contract.

WHEREFORE, the Lender respectfully requests that this Court enter an Order dismissing the bankruptcy cases of Whitehall Trust and Saucon Trust because they are not eligible to be debtors under Section 109 of the Bankruptcy Code.

Respectfully Submitted,

HANGLEY ARONCHICK SEGAL PUDLIN & SCHILLER

Dated: January 14, 2026

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re:	:	Chapter 11
	:	
WHITEHALL TRUST,	:	Case No. 25-15241 (PMM)
Debtor.	:	(Jointly Administered)

ORDER DISMISSING TRUST
DEBTORS' BANKRUPTCY CASES

AND NOW, this ______ day of ____________, 2026, upon consideration of the Motion of Secured Creditor Lehigh Valley 1, LLC to Dismiss Trust Debtors' Bankruptcy Cases Because They are Ineligible to Be Debtors Under Section 109 of the Bankruptcy Code (the "Motion"), and any response thereto and hearing and argument thereon; and this Court having found that (i) this Court has jurisdiction to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334, (ii) this Court may enter an order consistent with Article III of the United States Constitution, (iii) this is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (iv) venue of this proceeding and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409, and (v) notice of the Motion and opportunity for a hearing were adequate and appropriate under the circumstances and no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor,

It is hereby **FOUND** and **ORDERED** that:

1. The Motion is **GRANTED**.

2. Neither Whitehall Trust nor Saucon Trust is a business trust within the meaning of the Bankruptcy Code.

3. Pursuant to Section 109 of the Bankruptcy Code, 11 U.S.C. § 109, neither Whitehall Trust nor Saucon Trust may be a debtor in a bankruptcy case.

4. The bankruptcy cases of *In re Whitehall Trust*, Case No. 24-15241 (PMM), and *In re Saucon Trust,* Case No. 24-15243 (PMM), are hereby **DISMISSED WITH PREJUDICE**.

BY THE COURT:

Dated: __________

____
Patricia M. Mayer
Judge, United States Bankruptcy Court

EXHIBIT A

TRUST AGREEMENT
OF THE WHITEHALL TRUST

THIS TRUST AGREEMENT (this "Agreement") **is dated as of August 1, 2007** and is effective as of such dated and is made by and between **ABRAHAM R. ATIYEH**, an adult individual, residing in Northampton County, Pennsylvania, (the "Grantor"), and **WHITEHALL FIDUCIARY LLC**, a Pennsylvania limited liability company, (the "Trustee"). The trust created hereby (the "Trust") shall be known as the WHITEHALL TRUST. Certain of the capitalized words and terms used in this Agreement are defined in Section 15 hereof.

1. Trust Property. The Grantor transfers and delivers to the Trustee the property listed in the annexed schedule, to have and to hold the same and any cash, securities, or other property which the Trustee may, pursuant to any of these provisions at any time hold or acquire (the "Trust Estate"), for the uses and purposes and upon the terms and conditions set forth.

2. Trustee Acceptance. The Grantor does hereby assign to the Trustee the property described in Schedule "A", attached hereto and expressly made a part hereof, to be held by the Trustee, IN TRUST, for the purpose and on the conditions hereinafter stated. The Trustee hereby accepts such property, and agrees to hold that property and such other items as hereafter form a part of the Trust Estate in accordance with the terms and conditions of this Agreement.

3. Dispositive Provisions. Subject to the terms and limitations set forth in Sections 15 and 16, the Trustee shall hold, manage, invest and reinvest the Trust Estate, and shall collect the income, and shall dispose of the net income and principal as follows:

3.1 Lifetime Distributions – Subject to the limitations set forth in Sections 15 and 16, during the lifetime of the Grantor, the Trustee shall pay all of the net income of the Trust Estate in convenient installments to the Grantor or otherwise as the Grantor may from time to time direct; the Trustee shall also pay to the Grantor such part of the principal consisting of cash or marketable securities of the Trust Estate as the Grantor shall request, in writing. The Trustee may, subject to the provisions of Article 6, in the Trustee's sole and absolute discretion, also pay to the Grantor such additional part or all of the Trust Estate as the Grantor shall request. The directive to distribution of "net income" of the Trust Estate shall not impose any obligation to borrow funds and shall be limited to present distribution of the available cash flow to the Trust from the Trust Estate.

3.1.1 The foregoing power is limited during the Irrevocability Period such that:

3.1.1.1 Any distribution by the Trustee shall be made only if, and to the extent, allowed by the HUD Regulatory Agreement (as defined in Section 15); and

3.1.1.2 There is no right of Grantor or the Trustee or any Beneficiary to compel or deliver any distributions of income which could violate the terms of the HUD Regulatory Agreement; and

3.1.1.3 There is no right of Grantor or the Trustee or any Beneficiary to compel or deliver any principal of the Trust or to convey or deliver title to the property of the Trust to anyone during the Irrevocability Period except as may be specifically permitted by the HUD Regulatory Agreement.

3.2 Following Death of Grantor - Upon the death of the Grantor, the Trustee shall apply and distribute the Trust Estate as follows, subject to the HUD Regulatory Agreement and any restrictions set forth in Sections 15 or 16:

3.2.1 Marital Share: In the event that the Grantor's wife, Nimita Kapoor-Atiyeh, survives the Grantor, the Trustee shall distribute to her:

3.2.1.1 During the Irrevocability Period, all Permitted Distributions (as defined in the Section 16), subject to the limitations of the HUD Regulatory Agreement.

3.2.1.2 After the end of the Irrevocability Period, all of the net income of the Trust Estate in convenient installments to her;

3.2.1.3 After the end of the Irrevocability Period, the Trustee shall also pay to her such part of the principal consisting of cash or marketable securities of the Trust Estate as she shall request in writing and the Trustee may, in the Trustee's sole and absolute discretion, also pay to her such additional part or all of the Trust Estate as she shall request.

3.2.2 Spousal Disclaimer: If the Grantor's spouse, Nimita Kapoor-Atiyeh, should disclaim all of the interest in any portion or all of the foregoing bequest, the portion of the bequest in which she disclaims her interest shall be added to the Remainder Share, and, *subject to the limitations of Sections 15 and 16, and during the Irrevocability Period, also subject to the HUD Regulatory Agreement*, distributed as though originally a part of it. All of the provisions of the Remainder Share in favor of the Grantor's spouse shall apply to the disclaimed property despite the disclaimer except to the extent that she explicitly disclaims the benefit of such provisions as well.

3.2.3 Remainder Share: All of the rest, residue and remainder of the Trust Estate, of every nature whatsoever and wheresoever situate, shall be distributed, *subject to (i) the limitations set forth in Sections 15 and 16, and, (ii) during the Irrevocability Period, also subject to the HUD Regulatory Agreement*, as follows:

3.2.3.1 In the event the Grantor's spouse, Nimita Kapoor-Atiyeh, survives him and disclaims all of the interest in any portion or all of the bequest as set forth in Section 3.2.1 - Marital Share, the Trustee shall continue to hold, for the uses and purposes hereinafter set forth, *subject to (i) the limitations set forth in Sections 15 and 16, and, (ii) during the Irrevocability Period, the HUD Regulatory*

Agreement, the disclaimed portion of the trust estate. During the lifetime of the Grantor's spouse, Nimita Kapoor-Atiyeh, the Trustees shall distribute, *subject to (i) the limitations set forth in Sections 15 and 16, and, (ii) during the Irrevocability Period, also subject to the HUD Regulatory Agreement*, as much of the net income of the trust and such part, all or none of the principal of the Trust Estate, among the Grantor's spouse, Nimita Kapoor-Atiyeh, and the Grantor's children, Priya Jamilie Atiyeh, Abraham Krishna Atiyeh and Jamilie Lata Atiyeh, as the Trustee in its sole and absolute discretion, taking into account such factors as it deems relevant, decide is in the best interest of the beneficiaries.

3.2.4 Distribution of Remainder: Upon the death of the Grantor's spouse, Nimita Kapoor-Atiyeh, if she has survived the Grantor, or upon the Grantor's death if she has predeceased the Grantor, the Trustee shall deal with the assets of the Trust, including any accrued income, in the following manner, *subject to (i) the limitations set forth in Section 15 and, (ii) during the Irrevocability Period, also subject to the HUD Regulatory Agreement*:

3.2.4.1 Upon the death of the Grantor not survived by his spouse, Nimita Kapoor-Atiyeh, or upon the subsequent death of Nimita Kapoor-Atiyeh, the assets remaining in the Trust shall be held by the Trustee in a single fund until the later of (i) the end of the Irrevocability Period or (ii) the earliest of (a) such time as all of the Grantor's children have completed their respective undergraduate and post graduate college education or (b) upon all of the Grantor's children indicating to the Trustee an intention to seek no further college education or (c) on December 30, 2048. During the period of time that the assets are held in such single fund, the Trustee is authorized, *subject to (i) the limitations set forth in Section 15 and 16, and, (ii) during the Irrevocability Period, also subject to the HUD Regulatory Agreement*, to expend such amount of the income and principal of the trust as it may deem necessary or proper so as to promote the health, education, welfare and general benefit of all of the Grantor's children until such time as all of the Grantor's children have completed their respective formal education, without regard to equality of expenses incurred for the health, education, welfare and general benefit of one as opposed to the others.

All payments or distributions made by the Trustee for expenses of the Grantor's children shall be at the sole and absolute discretion of the Trustee (*provided, however that there shall be no distribution which would violate Sections 15 or 16, or (ii) during the Irrevocability Period, the HUD Regulatory Agreement)* and no payment or disbursement so made by the Trustee shall be subject to question by any beneficiary or any person who may hereafter become interested in this Trust or any of the individual trusts to be established hereafter, other than a Mortgagee or an Insurer of a Mortgage.

3.2.4.2. The balance of assets remaining in the Trust at the time set for distribution by the terms of Section 3.2.4.1 shall be divided to provide (y) one equal share for each of the Grantor's children then living and (z) one equal share for the then living issue, collectively, of each of the Grantor's children then deceased, such share to be divided among those issue, per stirpes, the equality of such shares being subject, however, to any charge against any shares as required by the terms of Section 3.2.4.3 hereinafter. (the child or issue for whose benefit such share has been created sometimes referred to hereafter as the Primary Beneficiary of his or her share) each of such separate shares continuing to be held IN TRUST by the Trustee upon the following terms and conditions:

3.2.4.2.1 During the period of time that the primary beneficiary for whom such trust has been created is under the age of twenty one (21) years, the Trustee may apply such part or all of the income and principal of the trust toward the education, maintenance, general benefit and welfare of the primary beneficiary of such trust as the Trustee in its sole and absolute discretion, taking into account such factors as it deems relevant, decides is in the best interest of the beneficiary. Following the attainment by such primary beneficiary of the age of twenty one (21) years, all income of such trust consisting of cash and marketable securities shall be distributed to the Primary Beneficiary, quarter-annually, in as nearly equal installments as practicable.

3.2.4.2.2. The Trustee shall distribute the principal consisting of cash and marketable securities of the respective trusts, at the request of the primary beneficiary, as follows:

3.2.4.2.2.1. twenty percent (20%) of the corpus, together with all accumulated income therein, upon the attainment by the respective beneficiary of the age of thirty (30) years;

3.2.4.2.2.2. one-half (1/2) of the then corpus, together with all accumulated income therein, upon the attainment by the respective beneficiary of the age of forty (40) years;

3.2.4.2.2.3. The balance of the remaining corpus, together with all accumulated income therein, upon the attainment by the respective beneficiary of the age of fifty (50) years.

3.2.4.2.3 The Trustee is authorized to accelerate the distribution of the principal in whole or in part, to the primary beneficiary of such trust after such beneficiary has attained the age of twenty-one (21) years if, in the sole and absolute discretion of the Trustee, such payments will promote the best interest of such beneficiary and the intent of this Trust.

3.2.4.3 Notwithstanding anything to the contrary hereinbefore set forth, in the event any of the Grantor's children require, need or would be benefitted by the distribution to such child of a portion of the principal consisting of cash and marketable securities of the Trust for health, general benefit or welfare reasons, the Trustee shall have the right to make distribution to such child, all of such distributions to be made at the sole and absolute discretion of the Trustee. In the event that a distribution of corpus is so made to a child of the Grantor pursuant to this subsection, the share which the Grantor's said child would otherwise have received under the terms of Section 3.2.4.2 hereinbefore shall be charged with the distribution made to such child under the terms of this subsection.

3.2.4.4. Should any of the Grantor's issue for whose benefit a trust was created under Section 3.2.4.2 above die during the administration of such trust, then the principal consisting of cash and marketable securities and accumulated income, if any, of the trust of such deceased issue shall be held in trust and divided into separate shares or distributed among existing shares, as appropriate, so as to provide for equal shares for such deceased issue's children (or issue by representation), or if no issue of such deceased issue are then surviving, among the Grantor's issue in the manner set forth in Section 3.2.4.2 for the initial division of this Trust as if the time for dividing the trust had not occurred until the issue's death.

3.2.4.5. Should all of the Grantor's children and all of their issue die during the administration of this Trust or at any time thereafter when the assets are required to be held in individual trusts, then upon the death of the last survivor of them or the death of the Grantor's spouse or the Grantor's death, whichever event shall be the final to occur, the assets of such trust or trusts shall be distributed in accordance with the provisions of the Grantor's Last Will and Trust as though such trust assets were a part to the Grantor's estate.

3.3 Under no circumstances shall the Trustee have the power to make any distribution of income which would violate Sections 15 or 16, or, during the Irrevocability Period, the HUD Regulatory Agreement.

3.4 Under no circumstances shall the Trustee have the power to make any distribution of principal or to deliver any property of the Trust or any part of the Trust Estate which would violate Sections 15 or 16, or, during the Irrevocability Period, the HUD Regulatory Agreement.

3.5 During the Irrevocability Period, the rights of any beneficiary hereunder, and the rights of the Grantor, are subject to the obligations of the Trust to comply with the terms of the HUD Regulatory Agreement.

3.6 The Term of the Trust shall be fifty (50) years, subject to the right of the Grantor and such others as may be permitted by other sections hereof to terminate or amend the Trust prior to such date subject to the limitations of Sections 15 and 16 and, during its applicability, the HUD Regulatory Agreement.

4. <u>Trustee's Powers</u>. The Trustee shall have the following powers and discretions, in addition to any conferred by law, *subject to (i) the limitations set forth in Sections 15 and 16, and, (ii) during the Irrevocability Period, also subject to the HUD Regulatory Agreement*:

4.1 To accept as a part of the Trust Estate the Project, and to enter into a loan transaction with M&T Realty Capital Corporation and to enter into agreements with HUD with regard to the Project, and to pledge trust assets as security for the loan, and to enter into related loan documents, including- but not limited to the Note, Mortgage, Security Agreement, and other security, collateral and assignment agreements and such other documents and agreements as shall be usual to such transactions.

4.1.1 The Trustee and the Trust are expressly permitted, and directed, to enter into the HUD Regulatory Agreement.

4.1.2 The Grantor, as the creator and also as the original beneficiary of this Trust, hereby consents to the terms of the HUD Regulatory Agreement, and agrees to the Trust being bound thereby, and does further agree to his rights as beneficiary being bound by the HUD Regulatory Agreement .

4.2 To hold and continue to hold as an investment the property received hereunder, and any additional property which may be received by the Trustee for the Trust, so long as the Trustee deems proper, and to invest and reinvest in any securities or property, in real or personal property, in cash or on margin account, whether or not income-producing, as shall be deemed by the Trustee to be for the best interest of the Trust and the beneficiary hereunder without being limited to investments provided by law, and notwithstanding that the same may constitute ownership of interests in leaseholds, royalty interests, patents, interests in mines or minerals, oil and gas wells or timberlands or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments.

4.3 To rent or lease any property of the Trust for such length of time and upon such terms and for such price or prices as in his or her discretion and judgment may seem just and proper and for the best interests of the Trust and the beneficiary hereunder, irrespective of the provisions of any statute of the Commonwealth of Pennsylvania or elsewhere or of the date of termination of any Trust.

4.4 To sell, convey and grant options on any of the property of a Trust or any interest therein, or to exchange the same for other property, at such price and upon such terms as the Trustee, in its sole, absolute and uncontrolled discretion and judgment, may deem for the best interest of this Trust and the beneficiaries hereunder, and to execute and deliver any deed or deeds, receipts, releases, contracts or other instruments necessary in connection therewith.

4.5 To make all repairs and improvements at any time deemed necessary and proper to and upon the real estate now or hereafter constituting a part of the Trust; to operate, build, construct, remodel, renovate and complete any building or buildings upon such property which, in its discretion and judgment, may be deemed advisable and proper for the best interests of this Trust and the beneficiaries hereunder and to determine the extent to which the costs so incurred shall be apportioned as between principal and income. .

4.6 To deduct, retain, expend, and pay out of any money belonging to this Trust any and all necessary and proper expenses in connection with the operation and conduct of the Trust, and to pay all taxes, insurance premiums, and other legal assessments, debts, claims, or charges which may at any time be due and owing by, or which may exist against, the Trust.

4.7 To vote upon all securities belonging to the Trust, and to become a party to any stockholder's agreements deemed advisable by the Trustee in connection with such securities.

4.8 To consent to the reorganization, consolidation, merger, liquidation, readjustment of or other change in any corporation, company or association, or to the sale, mortgage, or lease of the property thereof or any part thereof, any of the securities or other property of which may at any time be held by the Trustee hereunder, and to do any act or exercise any power with reference thereto that may be legally exercisable by any persons owning similar property in his own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which the Trustee may deem necessary or advisable in connection therewith, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which the Trustee may so acquire.

4.9 To compromise, settle, arbitrate, sue for, or defend any claim or demand in favor of or against the Trust or as to which the Trust may have any interest; to endorse any bonds, mortgages, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims or controversies as the Trustee may deem necessary or advisable.

4.10 To hire professionals and other advisors and to incur and pay, from the Trust Estate, the ordinary and necessary expenses of administration, including (but not by way of limitation) attorneys' fees, accountants' fees, trustees' fees, investment counsel fees and other professional advisors as the Trustee shall determine to be beneficial for the operation of the Trust or evaluation of its property or other relevant matters.

4.11 To act hereunder through an agent or attorney-in-fact, including by and under power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized. The foregoing shall also include the right to act through the present or future manager(s) of the Trustee.

4.12 Subject to the limitations of Section 6 and Section 15 or other agreements to which the Trust is or shall become a party, to pledge trust property as security for loans to the Grantor during the Grantor's lifetime, to borrow money for any purpose of the Trust or incidental to the administration thereof, upon its mortgage, bond, promissory note, judgment note, collateral note, financing statement or security agreement, as Trustee, and to secure the repayment thereof by mortgaging or pledging or otherwise encumbering any part or all of the property of the Trust and, with respect to the purchase of any property, as part of the consideration given therefore, to assume a liability of the transferor or to acquire such property subject to a liability or to incur liability in connection with acquisition of any property.

4.13 To lend money to any person or persons upon such terms and in such manner and with such security they may deem advisable for the best interests of the Trust and the beneficiaries hereunder; including, but not by way of limitation, loans to Grantor's spouse or children upon terms as may be consistent with commercial lenders.

4.14 To appoint and retain agents, attorneys, accountants, investment advisors and appraisers to act under them in the administration of the trust without liability for the acts of such persons and without being obligated to follow the recommendations of such investment advisers, and to fix the salaries or other compensation of such persons, charging the expenses to income or principal or partly to each as he, the Trustee shall determine. This authorization to retain investment advisors shall not be deemed in any manner to limit the total discretionary powers of investment of the Trustee.

4.15 To determine the manner in which the expenses incidental to or in connection with the administration of this Trust shall be apportioned as between principal and income.

4.16 To make distribution of the assets of the estate and of the various trusts in cash or in kind (including non pro-rata distributions of undivided interests in property), according to their absolute discretion and at such valuation as he or she shall properly establish therefore; to make any income tax election concerning in-kind distributions; and in making such distributions the Personal Representative or Trustee may allocate assets to a particular beneficiary without regard to the basis of such assets.

4.17 To divide any trust hereunder (or the then existing Trust Estate) into separate trusts if the purposes for which the trust was created are better served thereby or if the Trustee deems it necessary or desirable for tax purposes, including, but not limited to; qualification of any trust to be an eligible shareholder of an "S" corporation as defined in the Internal Revenue Code (the "Code") or to allocate generation skipping tax ("GST") exemption to have an Inclusion Ratio of Zero or One, as such terms are defined in the Code and regulations thereunder. The Trustee shall have the power to allocate GST exemption in such manner as the Trustee shall determine, in its sole and absolute discretion, will best benefit the Grantor's family. The Trustee shall not be liable to any person regarding the manner in which such GST exemption is allocated

4.18 The Trustee may freely act under all or any of the powers by this Agreement given to the Trustee in all matters concerning a Trust herein created, after the Trustee has formed its judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the Trust and a beneficiary hereunder, without the necessity of obtaining the consent or permission of any person interested therein, or the consent or approval of any court, and notwithstanding that they may also be acting individually or as Trustee of other trusts, or as agent, employee, officer, manager, member or similar capacity for other persons, entities or corporations interested in the same matters, or may be personally interested themselves in connection with the same matters as stockholders, directors, partners, principals, managers, members or otherwise; provided, however, that the Trustee shall exercise such powers at all times in a fiduciary capacity primarily in the interest of the beneficiaries hereunder together with the consideration of those specific factors and rights allowed in Section 4.1.1 and elsewhere herein. The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

4.19 No Trustee shall be disqualified in the exercise of any powers hereunder because of any interest or connection the Trustee or any manager or member of the Trustee may have in any venture, business or other enterprise, and any individual Trustee (or any of the original managers of Trustee) may, in such person's capacity as an individual, enter into and participate with Trustee in any matters, including, but not limited to, the right to purchase from the trust or sell to it any property or other thing.

4.20 The Trustee, in its sole discretion, shall have the power to allocate all capital gains from the sale or exchange of the assets being part of the Trust Estate to income, or to principal, or partly to either, and the determination of the Trustee in this respect shall be binding upon all beneficiaries.

4.21 Notwithstanding the above enumerated powers, no fiduciary (other than the Grantor or the Grantor's spouse) who is or may be an income or principal beneficiary of this trust or any trust established herein, or who is or may be under a legal obligation to furnish support for a beneficiary of this trust or any trust hereunder, may exercise any discretionary power to apportion or allocate items of charge or credit between principal and income of such trust or to cause a discretionary principal or income payment from such trust in his or her own favor or that of any beneficiary he or she is under a legal obligation to support. In the event that all fiduciaries named herein are so incapacitated, the Grantor appoints, solely to exercise the discretionary power to apportion or allocate items of charge or credit between principal and income or to make distribution of principal or income from the trust, the attorney or certified public accountant then representing the trustee of the trust so involved.

4.22 The Trustee shall cause the Trust to hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other Person, and shall, in furtherance of its own identity, maintain its own records, books, resolutions and agreements and to hold its assets in its own name and conduct its affairs in its name, and maintain its financial statements, accounting records and other entity documents separate from any other Person and will not permit its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; provided, however, that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity.

4.23 Any power, duty or discretionary authority granted to the Trustee shall be void with respect to any property held pursuant to Section 3.2.1 above to the extent that its exercise shall cause the Grantor's estate or the trust estate to lose all or any part of the tax benefit afforded by the marital deduction under the Internal Revenue Code.

4.24 The powers granted to Trustee to act in its discretion include the privilege of discretionary power to each of the managers of Trustee while serving as such managers.

4.25 Notwithstanding the above powers, if specifically limited by any present or future lending agreement, the Trustee shall not, on behalf of the Trust, transact any business other than related to the purpose of acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Project, entering into the loan agreements with M&T, refinancing the Project in connection with a permitted repayment of the Loan, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing, and shall have no assets other than those related to the Project, and shall not pledge Trust assets for the benefit of any other Person and shall seek to maintain the separate identity of the Trust, and shall maintain its accounts, books and records separate from any other Person and file its own tax returns, to the extent that it is required to file tax returns by law.

5. Additional Property. The Trustee may accept additional property to the extent that such acceptance will not violate the HUD Regulatory Agreement or any other agreement to which the Trust is a party, and will not impose a liability upon the Trust.

6. Distribution of Real Property. Notwithstanding any other provision of this Trust, the Trustee shall not distribute the Project (or any portion thereof) to any beneficiary of the Trust if such distribution would violate the terms of the HUD Regulatory Agreement any other Agreement to which the Trust (or the Trustee on behalf of the Trust) is a party or a Court Order entered with regard to the Trust.

7. Accounting by Trustee.

7.1 At any time the Grantor shall have the power, by written instrument signed and acknowledged by the Grantor and delivered to the Trustee, to settle the account of the Trustee with respect to principal or income, or with respect to both principal and income, and to release the Trustee from any claim, demand, accountability, and liability arising from the matter or thing done or omitted to be done, in connection with this Agreement or of any trust hereby created, during the accounting period of the Trustee. Every such settlement, release, and discharge shall be conclusive and binding upon, and shall be an absolute protection to the Trustee against all claims of any income beneficiaries, remaindermen, or other persons who might ever have or claim any interest under this Agreement, and no such income beneficiary, remainderman, or other person shall have any right of accounting, any claim, or any cause of action against the Trustee arising from any matter or thing done or omitted to be done in connection with this Agreement or any trust hereby created, during any period relating to the settlement of the account of the Trustee.

7.2 At any time after the death of the Grantor, the Trustee may render a periodic accounting to the income beneficiary or a majority of the income beneficiaries at the time and who shall at the time be at least 21 years of age. The failure to object to such accounting by such beneficiary within sixty (60) days after service thereof, providing the beneficiary has attained the age of twenty-one (21) years, shall be deemed an approval of all matters set forth in such accounting and shall be final, binding and conclusive upon all persons then or thereafter interested in the Trust. If the beneficiary has not, as of such date, attained the age of twenty-one (21) years, such accounting shall be rendered, until such beneficiary attains the age of twenty-one (21) years, to the trustee, Custodian or natural guardian of such minor beneficiary who shall then be required to act within the time periods above mentioned. Any such settlement shall have the same effect in respect of the period covered by the account so settled (which period may cover any time prior to as well as after the death of the Grantor) as would a settlement made by the Grantor in respect of a period prior to the death of the Grantor.

8. Resignation and Removal of Trustee.

8.1 After the end of the Irrevocability Period, any Trustee may be removed and replaced by the Grantor by written notice to such Trustee.

8.2 At such time as the Trustee shall cease to act as a Trustee, the Grantor shall appoint a successor corporate or entity form Trustee which shall have all of the powers and be subject to all of the liabilities herein granted to and imposed upon a Trustee. In no event shall the Grantor or his spouse be a Trustee, although they may hold ownership interests in, or be a member of, an entity which is the Trustee. To the extent required by the HUD Regulatory Agreement, the consent of HUD to the appointment of a new Trustee shall be obtained prior to such appointment taking effect.

8.3 During the Irrevocability Period, no Trustee shall resign unless a successor Trustee has been approved by HUD and otherwise qualified to serve as Trustee and the successor has been installed as a Trustee.

9. Spendthrift Clause. The interest of any beneficiary in or to principal and income of the Trust Estate shall not be subject to assignment, alienation, pledge, attachment, or claims of creditors of such beneficiary or anyone claiming by, through or under such beneficiary and may not otherwise be voluntarily or involuntarily alienated or encumbered by such beneficiary, except as may be otherwise expressly provided herein.

10. Payment to Minor. In the event that any assets of the Grantor's estate, either income or principal, are distributable to any person under the age of twenty-one (21) years or in the event that any beneficiary of any trust, by reason of illness or incapacity, shall, in the opinion of the Trustee, be unable properly to receive and disburse the principal or income to which he or she may be entitled, the Trustee, in its sole and absolute discretion, shall retain such assets in a separate trust for such under age, ill or incapacitated beneficiary and shall pay and apply the income and principal of such beneficiary to his or her comfortable maintenance, support, general benefit, welfare and education, without the intervention of any guardian and without being required to apply to any court for leave to make such payment. Upon such beneficiary attaining age twenty

one (21) years or the cessation of the illness or incapacity, determined by the Trustee in its sole and absolute discretion, the trustee shall distribute the principal and accumulated income, if any, to the beneficiary. The power exercisable under this provision shall vest solely in the discretion of the Trustee, other than any Trustee who is the beneficiary in whose favor this provision shall be invoked.

11. Tax Provision. The Trust Estate shall not be charged with the payment of any federal estate taxes, or any inheritance taxes, upon the Grantor's death except to the extent that the residuary estate of the Grantor's estate (excluding any assets which may be exempted from the payment of such taxes by the Last Will of the Grantor) shall be insufficient to discharge such taxes. The Trustee may rely conclusively upon written advice from the personal representative(s) of the Grantor's estate, or upon any other evidence, as to the existence and the amount of such insufficiency and shall distribute to the personal representative(s) of the Grantor's estate an amount sufficient to pay those death taxes. Any such taxes shall be charged against the corpus of the Trust Estate. However, the trustees shall not distribute to the personal representative(s) of the Grantor's estate any property that is not subject to a death tax payable by the personal representative(s) of the Grantor's estate if other trust assets are available for distribution and those other assets are subject to all of the death taxes payable by the personal representative(s) of the Grantor's estate.

12. Situs. This Agreement and the trust created shall be construed under and regulated by the laws of the Commonwealth of Pennsylvania, and the validity and effect of this Agreement and of this Trust shall be determined in accordance with the laws of that state, and the Trustee shall not be required to account in any court other than one of the courts of that state. The Trustee may move the situs of this Trust as he or she, in his or her discretion, shall determine, in which event the Trustee may elect to cause any accounting to be made in the County of such new situs rather than the Commonwealth of Pennsylvania. No such change of situs shall revise the determination of the validity and effect of this Trust Agreement to other than the laws of the Commonwealth of Pennsylvania.

13. No Bond/No Accounting. The Trustee shall not be required to post bond in any jurisdiction in which the Trustee or the Trust may operate, be located or have assets.

14. Name. This Trust shall be known as the "WHITEHALL TRUST" and may conduct its business under such name.

15. <u>HUD Provisions</u>. The provisions of this Section 2 shall apply for so long as (and only for so long as) the assisted living facility known as Whitehall Manor, located in Whitehall Township, Lehigh County, Pennsylvania (the "Project") is subject to a mortgage loan which is insured or held by the Secretary of Housing and Urban Development ("HUD"), its successors or assigns (which period is herein called the "Irrevocability Period").

15.1 So long as HUD is the insurer or holder of the note secured by a mortgage on the Project, no provisions required by HUD to be inserted into this Agreement, may be amended without prior HUD approval.

15.2 The Trustee is authorized to execute, on behalf of the Trust, a note (the "Note") in favor of M&T Realty Capital Corporation ("M&T"), secured by a mortgage (the "Mortgage") and security agreement (the "Security Agreement") on the Project in order to secure a loan to be insured by HUD; to execute, on behalf of the Trust, the HUD Regulatory agreement (the "HUD Regulatory Agreement") and other documents required by HUD in connection with the HUD-insured loan (the "HUD Loan"); and to comply with the requirements of HUD's mortgage insurance program.

15.3 Notwithstanding any other provisions of this Agreement, in the event that any provision of this Agreement conflicts with the terms of the Note, Mortgage, Security Agreement or HUD Regulatory Agreement (collectively, the "Loan Documents"), the conflicting provisions of the Loan Documents shall control.

15.4 So long as HUD is the insurer or holder of the Note secured by the Mortgage, no provision of or amendment to this Agreement that results in any of the following will have any force or effect without the prior written consent of HUD:

15.4.1 Any amendment that modifies the term of the Trust;
15.4.2 Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional person, entity or trust;
15.4.3 Any amendment that in any way affects the Note, Mortgage, Security Agreement or HUD Regulatory Agreement;
15.4.4 Any amendment that would authorize any person or entity other than the Trustee to bind the Trust for all matters concerning the Project which require HUD's consent or approval;
15.4.5 A change in the Trustee of the Trust; or
15.4.6 Any change in a guarantor for the Trust of any obligation to HUD.

15.5 The following conditions and obligations shall affect incoming beneficiaries during the Irrevocability Period.

15.5.1 Any incoming beneficiary must as a condition of receiving an interest in the Trust agree to be bound by the Note, Mortgage, Security Agreement, HUD Regulatory Agreement and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other beneficiaries.

15.5.2 Notwithstanding any other provisions of this Agreement, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by the HUD Regulatory Agreement in a manner satisfactory to HUD.

15.5.3 The beneficiaries, and any assignee of a beneficiary, agree to be liable in their individual capacities to HUD with respect to the following matters

15.5.3.1 For funds or property of the Project coming into their hands, which by the provisions of the HUD Regulatory Agreement, they are not entitled to retain;

15.5.3.2 For their own acts and deeds, or acts and deeds of others which they have authorized, in violation of the provisions of the HUD Regulatory Agreement;

15.5.3.3 The acts and deeds of "affiliates," as defined in the HUD Regulatory Agreement, which they have authorized in violation of the provisions of the HUD Regulatory Agreement; and

15.5.3.4 As otherwise provided by law.

15.6 So long as HUD is the insurer or holder of the Note secured by the Project, the Trust shall be irrevocable and may not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

15.7 The Trust has designated the Trustee as its official representative for all matters concerning the Project which require HUD consent or approval. The signature of the Trustee, individually, will bind the Trust in all such matters. The Trustee may from time to time appoint one or more substitute representatives to perform this function, but within three (3) business days of doing so, will provide HUD with written notification of the name, address, and telephone number of the substitute representative. When any person other than the person(s) identified herein has full or partial authority of management of the Trust, the Trust will promptly provide HUD with the name of that person and the nature of that person's management authority.

16. Special Provisions Effective During the Irrevocability Period :

16.1 Notwithstanding any other terms and conditions of this Agreement or applicable law to the contrary, during the Irrevocability Period, the following special provisions shall supercede and control all inconsistent rights, powers, obligations, benefits, distributions, and terms of this Trust:

16.1.1 There shall be no distribution of any assets of the Trust, nor shall there be any distribution of any interests in the assets of the Trust, other than allowed income distributions as permitted by Section 16.1.2.

16.1.2 There shall be no distributions of income other than "Surplus Cash" as defined in the HUD Regulatory Agreement, and such other permitted distributions, if any, as allowed by the HUD Regulatory Agreement.

16.1.3 There shall be no distribution of assets, interests in assets or income if the same would violate the terms of the loan agreements, mortgages or security agreements encumbering assets of the Trust.

16.1.4 The Trustee shall maintain its existence and shall not resign as a Trustee of this Trust.

16.1.5 The Trust shall cause the accounting reports required pursuant to the HUD Regulatory Agreement to be timely and properly completed, notwithstanding that the same may be required to a higher standard or cost than the beneficiaries may desire or request.

16.2 The Trustee is authorized and empowered to make, execute and deliver on behalf of the Trust, to bind it and its assets:

16.2.1 Such documents as may be required to lease the real property owned by the Trust to Whitehall Manor, Inc.

16.2.2 Such condominium documents as may be required.

16.3 The terms of Section 16.1 and its subsections (and any other terms of this Agreement which are subject to the obligations of compliance with the HUD Regulatory Agreement) may be modified only if approved, in writing, by each holder of a mortgage then encumbering Trust property and each insurer of such mortgage(s).

IN WITNESS WHEREOF this Agreement has been executed by the Grantor and Trustee on the ___ day of August, 2008, intending to be legally bound as of the 1st day of August, 2007.

Witness	**Abraham R. Atiyeh** (Grantor)

Whitehall Fiduciary LLC (Trustee)

Witness

By:
Abraham R. Atiyeh, Manager

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

WE, Abraham R. Atiyeh, Steve Chiyka and Gloria Searfoss the Grantor and the witnesses whose names are signed to the foregoing [redacted] Trust Agreement of the Whitehall Trust, being duly sworn according to law, do depose and say that the Grantor signed and executed the forgoing instrument intending to be legally bound as of its effective date of August 1, 2007; that the Grantor signed it willingly; and as Grantor's free and voluntary act for the purposes therein expressed; that the witnesses were present and saw the Grantor sign and execute the instrument; that the Grantor signed the same willingly and executed it as Grantor's free and voluntary act for the purposes therein expressed; that each of the witnesses in the hearing and sight of the Grantor and of the other witness signed said Trust Agreement, as witnesses; and that to the best of the witnesses' knowledge, the Grantor was, at the time, eighteen (18) years of age or more, of sound mind and under no constraint or undue influence.

ABRAHAM R. ATIYEH

Name

Gloria Searfoss
Name

Sworn to and subscribed to before me, a Notary Public, by Abraham R. Atiyeh, the testator, and Steve Chiyka and Gloria Searfoss witnesses herein, this 13 day of August, 2008.

Judith Ann Maric
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JUDITH ANN MARIC, Notary Public
Whitehall Boro, Lehigh County
My Commission Expires Sept. 13, 20
Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this, the 18 day of August, 2008, before me, a Notary Public, personally appeared Abraham R. Atiyeh, who acknowledged himself to be a Manager of Whitehall Fiduciary LLC, a Pennsylvania limited liability company, and that he as such Manager, being authorized to do so, executed the within [redacted] Trust Agreement of the Whitehall Trust for the purposes therein contained and intending to be legally bound as of the effective date of August 1, 2007, by signing the name of the Limited Liability Company as Trustee by himself as its Manager.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JUDITH ANN MARIC, Notary Public
Whitehall Boro, Lehigh County
My Commission Expires Sept. 13, 2008
Member, Pennsylvania Association of Notaries

Schedule "A"

$100.00

EXHIBIT B

SAUCON TRUST

THIS TRUST AGREEMENT made October 1, 2007, between Abraham R, Atiyeh, an adult individual, residing in Northampton County, Pennsylvania (the "Grantor"), and Abraham R, Atiyeh (the "Trustee").

1. Trust Property. The Grantor transfers and delivers to the Trustee the property listed in the annexed schedule, to have and to hold the same and any cash, securities, or other property which the Trustee may, pursuant to any of these provisions at any time hold or acquire, (the "Trust Estate"), for the uses and purposes and upon the terms and conditions set forth.

2. Dispositive Provisions. The Trustee shall hold, manage, invest and reinvest the Trust Estate, and shall collect the income, and shall dispose of the net income and principal as follows:

2.1 Lifetime Distributions - During the lifetime of the Grantor, the Trustee shall pay such part or all of the net income of the Trust Estate in convenient installments to the Grantor or otherwise as he may from time to time direct, and the Trustee shall also pay to him such part or all of the principal of the Trust Estate as he (or should he become incompetent or for any other reason be unable to act in his own behalf, his guardian) shall request, in writing, from time to time

2.2 Following Death of Grantor - Upon the death of the Grantor, the Trustee shall apply and distribute the Trust Estate as follows:

2.2.1 Marital Share: In the event that the Grantor's spouse, Nimita Kapoor-Atiyeh, survives him, the Trustee shall distribute to her all of the net income of the Trust Estate in convenient installments to her. The Trustee shall also pay to her such part of the principal consisting of cash or marketable securities of the Trust Estate as she shall request in writing, and the Trustee may, in the Trustee's sole and absolute discretion, also pay to her such additional part or all of the Trust Estate as she shall request.

2.2.2 Spousal Disclaimer: If the Grantor's spouse, Nimita Kapoor-Atiyeh, should disclaim all of the interest in any portion or all of the foregoing bequest, the portion of the bequest in which she disclaims her interest shall be added to the Remainder Share, and distributed as though originally a part of it. All of the provisions of the Remainder Share in favor of the Grantor's spouse shall apply to the disclaimed property despite the disclaimer except to the extent she explicitly disclaims the benefit of such provisions as well.

2.2.3 Remainder Share: All of the rest, residue and remainder of the Trust Estate, of every nature whatsoever and wheresoever situate, shall be distributed as follows:

2.2.3.1 In the event the Grantor's spouse, Nimita Kapoor-Atiyeh, survives him and disclaims her interest in any portion or all of the bequest as set forth in Section 2.2.1 - Marital Share, the Trustees shall continue to hold, for the uses and purposes hereinafter set forth, the disclaimed portion of the trust estate. During the lifetime of the Grantor's spouse, Nimita Kapoor-Atiyeh, the Trustees shall distribute as much of the net income of the trust and such part, all or none of the principal of the Trust Estate, among the Grantor's spouse, Nimita Kapoor-Atiyeh, and the Grantor's children, Priya Jamilie Atiyeh, Abraham Krishna Atiyeh and Jamilie Lata Atiyeh, as the Trustees in their sole and absolute discretion, taking into account such factors as they deem relevant, decide is in the best interest of the beneficiaries.

2.2.4 <u>Distribution of Remainder:</u> Upon the death of the Grantor's spouse, Nimita Kapoor-Atiyeh, if she has survived the Grantor, or upon the Grantor's death if she has not survived the Grantor, the Trustee shall deal with the assets of the Trust, including any accrued income, in the following manner:

2.2.4.1 The assets remaining in the Trust shall be held by the Trustees in a single fund until such time as all of the Grantor's children have completed their respective undergraduate and post graduate college education or upon all of the Grantor's children indicating to the Trustees an intention to seek no further college education or on June 30, 2025, whichever event or date shall first occur. During the period of time that the assets are held in such single fund, the Trustees are authorized to expend such amount of the income and principal of the trust as they may deem necessary or proper so as to promote the health, education, welfare and general benefit of all of the Grantor's children until such time as all of the Grantor's children have completed their respective formal education, without regard to equality of expenses incurred for the health, education, welfare and general benefit of one as opposed to the others.

All payments or distributions made by the Trustees for expenses of the Grantor's children shall be at the sole and absolute discretion of the trustees and no payment or disbursement so made by the Trustee shall be subject to question by any beneficiary or any person who may hereafter become interested in this Trust or any of the individual trusts to be established hereafter.

2.2.4.2 The balance of assets remaining in the Trust at the time set for distribution by the terms of Section 2.2.4.1 shall be divided to provide (y) one equal share for each of the Grantor's children then living and (z) one equal share for the then living issue, collectively, of each of the Grantor's children then deceased, such share to be divided among those issue, per stirpes, the equality of such shares being subject, however, to any charge against any shares as required by the terms of Section 2.2.4.3 hereinafter, (the child or issue for whose benefit such share has been created sometimes referred to hereafter as the Primary Beneficiary of his or her share) each of such separate shares continuing to be held IN TRUST by the Trustee upon the following terms and conditions:

2.2.4.2.1 During the period of time that the primary beneficiary for whom such trust has been created is under the age of twenty one (21) years, the Trustees may apply such part or all of the income and principal of the trust toward the education, maintenance, general benefit and welfare of the primary beneficiary of such trust as the Trustees in their sole and absolute discretion, taking into account such factors as it deems relevant, decide is in the best interest of the beneficiary. Following the attainment by such primary beneficiary of the age of twenty one (21) years, all income of such trust consisting of cash and marketable securities shall be distributed to the

Primary Beneficiary, quarter-annually, in as nearly equal installments as practicable.

2.2.4.2.2 The Trustee shall distribute the principal consisting of cash and marketable securities of the respective trusts, at the request of the primary beneficiary, as follows:

2.2.4.2.2.1 twenty percent (20%) of the corpus, together with all accumulated income therein, upon the attainment by the respective beneficiary of the age of thirty (30) years;

2.2.4.2.2.2 one-half (1/2) of the then corpus, together with all accumulated income therein, upon the attainment by the respective beneficiary of the age of forty (40) years;

2.2.4.2.2.3 The balance of the remaining corpus, together with all accumulated income therein, upon the attainment by the respective beneficiary of the age of fifty (50) years.

2.2.4.2.3 The Trustees are authorized to accelerate the distribution of the principal in whole or in part, to the primary beneficiary of such trust after such beneficiary has attained the age of twenty-one (21) years if, in the sole and absolute discretion of the Trustees, such payments will promote the best interest of such beneficiary and the intent of this Trust.

2.2.4.3 Notwithstanding anything to the contrary hereinbefore set forth, in the event any of the Grantor's children require, need or would be benefitted by the distribution to such child of a portion of the principal consisting of cash and marketable securities of the Trust for health, general benefit or welfare reasons, the Trustees shall have the right to make distribution to such child, all of such distributions to be made at the sole and absolute discretion of the Trustees. In the event that a distribution of corpus is so made to a child of the Grantor pursuant to this subsection, the share which the Grantor's said child would otherwise have received under the terms of Section 2.2.4.2 hereinbefore shall be charged with the distribution made to such child under the terms of this subsection.

2.2.4.4 Should any of the Grantor's issue for whose benefit a trust was created under Section 2.2.4.2 above die during the administration of such trust, then the principal consisting of cash and marketable securities and accumulated income, if any, of the trust of such deceased issue shall be held in trust and divided into separate shares or distributed among existing shares, as appropriate, so as to provide for equal shares for such deceased issue's children (or issue by representation), or if no issue of such deceased issue are then surviving, among the Grantor's issue in the manner set forth in Section 2.2.4.2 for the initial division of this Trust as if the time for dividing the trust had not occurred until the issue's death.

2.2.4.5 Should all of the Grantor's children and all of their issue die during the administration of this Trust or at any time thereafter when the assets are required to be held in individual trusts, then upon the death of the last survivor of them or the death of the Grantor's spouse or the Grantor's death, whichever event shall be the final to occur, the assets of such trust or trusts shall be distributed in accordance with the provisions of the Grantor's Last Will and Testament as though such trust assets were a part to the Grantor's estate.

3. Trustees' Powers. The Trustees shall have the following powers and discretions, in addition to any conferred by law:

3.1 To hold and continue to hold as an investment the property received hereunder, and any additional property which may be received by them, so long as they deem proper, and to invest and reinvest in any securities or property, in real or personal property, in cash or on margin account, whether or not income-producing, as shall be deemed by them to be for the best interest of the Trust and the beneficiary hereunder without being limited to investments provided by law, and notwithstanding that the same may constitute ownership of interests in leaseholds, royalty interests, patents, interests in mines or minerals, oil and gas wells or timberlands or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments.

3.2 To rent or lease any property of the Trust for such length of time and upon such terms and for such price or prices as in his or her discretion and judgment may seem just and proper and for the best interests of the Trust and the beneficiary hereunder, irrespective of the provisions of any statute of the State of Pennsylvania or elsewhere or of the date of termination of any Trust.

3.3 To sell, convey and grant options on any of the property of a Trust or any interest therein, or to exchange the same for other property, at such price and upon such terms as the Trustee, in his or her sole, absolute and uncontrolled discretion and judgment, may deem for the best interest of this Trust and the beneficiaries hereunder, and to execute and deliver any deed or deeds, receipts, releases, contracts or other instruments necessary in connection therewith.

3.4 To make all repairs and improvements at any time deemed necessary and proper to and upon the real estate now or hereafter constituting a part of the Trust; to build, construct, remodel, renovate and complete any building or buildings upon such property which, in his or her discretion and judgment, may be deemed advisable and proper for the best interests of this Trust and the beneficiaries hereunder and to determine the extent to which the costs so incurred shall be apportioned as between principal and income.

3.5 To deduct, retain, expend, and pay out of any money belonging to this Trust any and all necessary and proper expenses in connection with the operation and conduct of the Trust, and to pay all taxes, insurance premiums, and other legal assessments, debts, claims, or charges which may at any time be due and owing by, or which may exist against, the Trust.

3.6 To vote upon all securities belonging to the Trust, and to become a party to any stockholder's agreements deemed advisable by them in connection with such securities.

3.7 To consent to the reorganization, consolidation, merger, liquidation, readjustment of or other change in any corporation, company or association, or to the sale, mortgage, or lease of the property thereof or any part thereof, any of the securities or other property of which may at any time be held by them hereunder, and to do any act or exercise any power with reference thereto that may be legally exercisable by any persons owning similar property in his own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which they may deem necessary or advisable in connection therewith, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which they may so acquire.

3.8 To compromise, settle, arbitrate, sue for, or defend any claim or demand in favor of or against the Trust or as to which the Trust may have any interest; to endorse any bonds, mortgages, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims or controversies as they may deem necessary or advisable.

3.9 To incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) attorneys' fees, accountants' fees, trustees' fees, investment counsel fees and the like.

3.10 To act hereunder through an agent or attorney-in-fact, including by and under power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized.

3.11 To pledge trust property as security for loans to the Grantor during the Grantor's lifetime, to borrow money for any purpose of the Trust or incidental to the administration thereof, upon his mortgage, bond, promissory note, judgment note, collateral note, financing statement or security agreement, as Trustee, and to secure the repayment thereof by mortgaging or pledging or otherwise encumbering any part or all of the property of the Trust and, with respect to the purchase of any property, as part of the consideration given therefore, to assume a liability of the transferror or to acquire such property subject to a liability or to incur liability in connection with acquisition of any property.

3.12 To enter into a loan transaction with National Penn Bank and to pledge trust assets as security for the loan, and to enter into related loan documents, including but not limited to a Note, Loan Agreement, Mortgage, Assignment of Lease and Rents, and related documents with a warrant of attorney to confess judgment against the Trust.

3.13 To lend money to any person or persons upon such terms and in such manner and with such security they may deem advisable for the best interests of the Trust and the beneficiaries hereunder; including, but not by way of limitation, loans to Grantor's children upon terms as may be consistent with commercial lenders.

3.14 To appoint and retain agents, attorneys, accountants, investment advisors and appraisers to act under them in the administration of the trust without liability for the acts of such persons and without being obligated to follow the recommendations of such investment advisers, and to fix the salaries or other compensation of such persons, charging the expenses to income or principal or partly to each as he, the Trustee shall determine. This authorization to retain investment advisors shall not be deemed in any manner to limit the total discretionary powers of investment of the Trustee.

3.15 To determine the manner in which the expenses incidental to or in connection with the administration of this Trust shall be apportioned as between principal and income.

3.16 To make distribution of the assets of the estate and of the various trusts in cash or in kind (including non pro-rata distributions of undivided interests in property), according to their absolute discretion and at such valuation as he or she shall properly establish therefore; to make any income tax election concerning in-kind distributions; and in making such distributions the Personal Representative or Trustee may allocate assets to a particular beneficiary without regard to the basis of such assets.

3.17 To divide any trust hereunder into separate trusts if the purposes for which the trust was created are better served thereby or if the Trustee deems it necessary or desirable for tax purposes, including, but not limited to, qualification of any trust to be an eligible shareholder of an "S" corporation as defined in the Internal Revenue Code (the "Code") or to allocate generation skipping tax ("GST") exemption to have an Inclusion Ratio of Zero or One, as such terms are defined in the Code and regulations thereunder. The trustee shall have the power to allocate GST exemption in such manner as they feel, in their absolute discretion, will best benefit the grantor's family. The trustee shall not be liable to any person regarding the manner in which such GST exemption is allocated

3.18 The Trustee may freely act under all or any of the powers by this Agreement given to them in all matters concerning a Trust herein created, after forming his or her judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the Trust and a beneficiary hereunder, without the necessity of obtaining the consent or permission of any person interested therein, or the consent or approval of any court, and notwithstanding that they may also be acting individually or as Trustee of other trusts, or as agent for other persons or corporations interested in the same matters, or may be personally interested themselves in connection with the same matters as stockholders, directors, partners, principals, or otherwise; provided, however, that they shall exercise such powers at all times in a fiduciary capacity primarily in the interest of the beneficiaries hereunder. The powers herein granted to the Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

3.19 No Trustee shall be disqualified in the exercise of any powers hereunder because of any interest or connection she or she may have in any venture, business or other enterprise, and each individual Trustee may, in his or her capacity as an individual, enter into and participate with himself or herself as Trustee in any matters, including, but not limited to, the right to purchase from the trust or sell to it any property or other thing.

3.20 The Trustee, in his, her or their sole discretion, shall have the power to allocate all capital gains from the sale or exchange of the assets being part of the Trust Estate to income, or to principal, or partly to either, and the determination of the Trustee in this respect shall be binding upon all beneficiaries.

3.21 Notwithstanding the above enumerated powers, no fiduciary (other than the Grantor or the Grantor's spouse) who is or may be an income or principal beneficiary of this trust or any trust established herein, or who is or may be under a legal obligation to furnish support for a beneficiary of this trust or any trust hereunder, may exercise any discretionary power to apportion or allocate items of charge or credit between principal and income of such trust or to cause a discretionary principal or income payment from such trust in his or her own favor or that of any beneficiary he or she is under a legal obligation to support. In the event that all fiduciaries named herein are so incapacitated, the Grantor appoints, solely to exercise the discretionary power to apportion or allocate items of charge or credit between principal and income or to make distribution of principal or income from the trust, the attorney or certified public accountant then representing the trustee of the trust so involved.

3.22 Any power, duty or discretionary authority granted to the Trustee shall be void to the extent that its exercise shall cause the Grantor's estate or the trust estate to lose all or any part of the tax benefit afforded by the marital deduction under the Internal Revenue Code.

4. Additional Property. The Grantor may at any time, transfer and deliver to the Trustee cash, securities, and other property acceptable to the Trustee, in addition to the property presently transferred and delivered, and this cash, securities, and other property shall be held, administered, and disposed of by the Trustee in accordance with the provisions of this Agreement without the execution of any further instrument or declaration.

5. Accounting by Trustee.

5.1 At any time the Grantor shall have the power, by written instrument signed and acknowledged by him and delivered to the Trustee, to settle the account of the Trustee with respect to principal or income, or with respect to both principal and income, and to release the Trustee from any claim, demand, accountability, and liability arising from the matter or thing done or omitted to be done, in connection with this Agreement or of any trust hereby created, during the accounting period of the Trustee. Every such settlement, release, and discharge shall be conclusive and binding upon, and shall be an absolute protection to the Trustee against all claims of any income beneficiaries, remaindermen, or other persons who might ever have or claim any interest under this Agreement, and no such income beneficiary, remainderman, or other person shall have any right of accounting, any claim, or any cause of action against the Trustee arising from any matter or thing done or omitted to be done in connection with this Agreement or any trust hereby created, during any period relating to the settlement of the account of the Trustee.

5.2 At any time after the death of the Grantor, the Trustees may render a periodic accounting to the income beneficiary or a majority of the income beneficiaries at the time and who shall at the time be at least 21 years of age. The failure to object to such accounting by such beneficiary within sixty (60) days after service thereof, providing the beneficiary has attained the age of twenty-one (21) years, shall be deemed an approval of all matters set forth in such accounting and shall be final, binding and conclusive upon all persons then or thereafter interested in the Trust. If the beneficiary has not, as of such date, attained the age of twenty-one (21) years, such accounting shall be rendered, until such beneficiary attains the age of twenty-one (21) years, to the Trustees, Custodian or natural guardian of such minor beneficiary who shall then be required to act within the time periods above mentioned. Any such settlement shall have the same effect in respect of the period covered by the account so settled (which period may cover any time prior to as well as after the death of the Grantor) as would a settlement made by the Grantor in respect of a period prior to the death of the Grantor.

6. Resignation and Removal of Trustee.

6.1 Any Trustee may be removed at any time by the Grantor by written notice to such Trustee.

6.2 At such time as the initial Trustee shall cease to act as a Trustee, the Grantor's spouse, Nimita Kapoor-Atiyeh, father-in-law, Gopal K. Kapoor and Ramzi Haddad, shall be appointed as successor Trustee and shall have all of the powers and be subject to all of the liabilities herein granted to and imposed upon a Trustee. At such time thereafter as there are less than three (3) Trustees, the surviving Trustees shall appoint a successor co-Trustee who shall have all of the powers and be subject to all of the liabilities herein granted to and imposed upon a Trustee including the right to appoint a successor co-Trustee.

6.3 After the death of the Grantor, the Grantor's spouse, Nimita Kapoor-Atiyeh may, with the consent of another Trustee, remove a Trustee without cause by giving the Trustee ten (10) days' notice in writing.

6.4 Decisions of the Trustees shall be by majority vote.

6.5 At any time and from time to time any Trustee is authorized to delegate to the other Trustees the exercise of any or all powers, discretionary or otherwise, and to revoke any such delegation at will. The delegation of any such power, and also the revocation of any such delegation, shall be evidenced by an instrument in writing executed, acknowledged and delivered by the delegating Trustee. So long as any such delegation is in effect, any of the powers, discretionary or otherwise, hereby granted and so delegated may be exercised and action may be taken by the Trustee to whom such delegation has been made with the same force and effect as if the Trustee delegating such power had personally joined in the exercise of such power and the taking of such action.

6.6 Any Trustee may, at any time, by written instrument delivered to the remaining Trustees, resign as a Trustee hereunder. In the event of such resignation or in the event any Trustee shall cease to act as such, the remaining Trustees may settle the accounts of the Trustee so resigning or ceasing to act and any such settlement shall be conclusive and binding upon all persons then or thereafter interested in the Grantor's estate or the involved trust.

7. Spendthrift Clause. The interest of any beneficiary in or to principal and income of the Trust Estate shall not be subject to assignment, alienation, pledge, attachment, or claims of creditors of such beneficiary or anyone claiming by, through or under such beneficiary and may not otherwise be voluntarily or involuntarily alienated or encumbered by such beneficiary, except as may be otherwise expressly provided herein.

8. Payment to Minor. In the event that any assets of the Grantor's estate, either income or principal, are distributable to any person under the age of twenty-one (21) years or in the event that any beneficiary of any trust, by reason of illness or incapacity, shall, in the opinion of the Trustee, be unable properly to receive and disburse the principal or income to which he or she may be entitled, the Trustee, in his or her sole and absolute discretion, shall retain such assets in a separate trust for such under age, ill or incapacitated beneficiary and shall pay and apply the income and principal of such beneficiary to his or her comfortable maintenance, support, general benefit, welfare and education, without the intervention of any guardian and without being required to apply to any court for leave to make such payment. Upon such beneficiary attaining age twenty one (21) years or the cessation of the illness or incapacity, determined by the trustee in their sole and absolute discretion, the trustee shall distribute the principal and accumulated income, if any, to the beneficiary. The power exercisable under this provision shall vest solely in the discretion of the Trustee, other than any Trustee who is the beneficiary in whose favor this provision shall be invoked.

9. Tax Provision. The Trust Estate shall not be charged with the payment of any federal estate taxes, or any inheritance taxes, upon the Grantor's death except to the extent that the residuary estate of the Grantor's estate (excluding any assets which may be exempted from the payment of such taxes by the Last Will of the Grantor) shall be insufficient to discharge such taxes. The Trustee may rely conclusively upon written advice from the personal representative(s) of the Grantor's estate, or upon any other evidence, as to the existence and the amount of such insufficiency and shall distribute to the personal representative(s) of the Grantor's estate an amount sufficient to pay those death taxes. Any such taxes shall be charged against the corpus of the Trust Estate. However, the trustees shall not distribute to the personal representative(s) of the Grantor's estate any property that is not subject to a death tax payable by the personal representative(s) of the Grantor's estate if other trust assets are available for distribution and those other assets are subject to all of the death taxes payable by the personal representative(s) of the Grantor's estate.

10. Situs. This Agreement and the trust created shall be construed under and regulated by

the laws of the State of Pennsylvania, and the validity and effect of this Agreement and of this Trust shall be determined in accordance with the laws of that state, and the Trustee shall not be required to account in any court other than one of the courts of that state. The Trustee may move the situs of this Trust as he or she, in his or her discretion, shall determine, in which event the Trustee may elect to cause any accounting to be made in the County of such new situs rather than the State of Pennsylvania. No such change of situs shall revise the determination of the validity and effect of this Trust Agreement to other than the laws of the State of Pennsylvania.

11. No Bond/No Accounting. The Trustee shall not be required to post bond in any jurisdiction in which he or she or the Trust may operate, be located or have assets.

12. Amendment and Revocation. The Grantor reserves the right at any time, without the consent of any person and without notice to any person other than the Trustee: (a) to revoke or modify this Trust, in whole or in part; (b) to change the beneficiaries; (c) to remove, replace or substitute the Trustee or any successor trustees hereunder (whether presently serving or designated as a successor trustee) and to increase or decrease the number of Trustees; or (d) to withdraw the whole or any part of the Trust Estate by giving written notice of such revocation, modification, change, or withdrawal to the Trustees; provided, however, that the terms of this Agreement may not be modified by the Grantor in such manner as to increase the obligations or to decrease the rates or the commissions of the Trustee without his written consent.

13. Name: This Trust shall be known as the Saucon Trust and may conduct its business under such name.

IN WITNESS WHEREOF this Agreement has been executed by the Grantor and Trustee.

Witness	Abraham R, Atiyeh (Grantor)
Witness	Abraham R, Atiyeh (Trustee)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

WE, Abraham R, Atiyeh, RAMZI HADDAD and STEPHEN WIENER the Grantor and the witnesses whose names are signed to the foregoing Saucon Trust, being duly sworn according to law, do depose and say that the Grantor signed and executed the forgoing instrument as a revocable trust; that the Grantor signed it willingly; and as Grantor's free and voluntary act for the purposes therein expressed; that the witnesses were present and saw the Grantor sign and execute the instrument as a revocable trust; that the Grantor signed the same willingly and executed it as Grantor's free and voluntary act for the purposes therein expressed; that each of the witnesses in the hearing and sight of the Grantor and of the other witness signed said revocable trust, as witnesses; and that to the best of the witnesses' knowledge, the Grantor was, at the time, eighteen (18) years of age or more, of sound mind and under no constraint or undue influence.

ABRAHAM R, ATIYEH

Name

Name

Sworn to and subscribed to before me, a Notary Public, by Abraham R, Atiyeh, the testator, Ramzi Haddad and Stephen Wiener, witnesses herein, this 1st day of October, 2007.

Marianne L. Rice
Notary Public
My Commission Expires: 8/20/2011

NOTARIAL SEAL
MARIANNE L. RICE, Notary Public
City of Allentown, Lehigh County, PA
My Commission Expires Aug. 20, 2011

Schedule to Saucon Trust

Real Property commonly known as 1050 Main Street, Hellertown PA, as set forth in Deed from Grantor to Trustee and assignment of all leases for the Premises; said property more fullydescribed as

DESCRIPTION OF 1050 MAIN STREET

ALL THAT CERTAIN lot or tract of land situated on the west side of Main Street (S.R. 412) in the Borough of Hellertown, County of Northampton, and Commonwealth of Pennsylvania, being known as 1050 Main Street, also being Unit One on the Condominium Declaration Plan for Condos at Saucon Valley Manor, said plan recorded in the Northampton County Recorder of Deeds Office in Map Book Volume 2006-5 Page 759, bounded and described as follows to wit:

BEGINNING at the intersection formed by the westerly right of way line of Main Street with the northerly curb line of Sycamore Avenue; thence along the said northerly curb line of Sycamore Avenue

1. South 86°47'33" West 266.09 feet; thence in and through land now or formerly of Abraham R. Atiyeh D.B.V. 2000-1 Page 14351 the following three courses and distances;
2. North 03° 14'23" West 59.03 feet;
3. North 86° 41'33" East 18.00 feet;
4. North 03° 13'52" West 411.34 feet to the southerly right of way line of Thomas Avenue; thence along the same
5. North 86° 48'59" East 247.48 feet to the westerly right of way line of Main Street; thence along the same
6. South 03° 18'24" East 470.30 feet to the place of beginning.

CONTAINS: 117,610.588 Sq. Ft. 2.7000 Acres

FIRST AMENDMENT TO THE
SAUCON TRUST
AGREEMENT DATED OCTOBER 1, 2007

Effective as of the 1st day of January, 2012 by and between **ABRAHAM R. ATIYEH**, an adult individual, herein called Grantor;

AND

ABRAHAM R. ATIYEH, an adult individual, herein called Original Trustee;

AND

SAUCON MANAGEMENT LLC, a Pennsylvania Limited Liability Company, herein called First Successor Trustee.

WHEREAS, by Agreement dated October 1, 2007, the SAUCON TRUST was created by Abraham R. Atiyeh as Grantor, and Original Trustee as Trustee; and

WHEREAS, Grantor and Original Trustee have agreed that First Successor Trustee should become the Trustee of the SAUCON TRUST; and

NOW, THEREFORE, Grantor and Original Trustee and First Successor Trustee, intending to be legally bound, and for other good and valuable consideration, do hereby agree as follows:

1. AMENDMENT:

1.1 Section 6.2 of the Trust Agreement dated October 1, 2007 is hereby restated in its entirety to read as follows:

> "At such time as the Initial Trustee shall cease to act as a trustee, his successor shall be Saucon Management LLC; and if that entity shall cease to exist, or fail to accept the Trustee position or shall thereafter resign or be removed by Grantor or if the management of the said Saucon Management LLC shall change, then Grantor shall have the right to appoint a successor Trustee within ten (10) days after the resignation or removal or other termination of service by Saucon Management LLC or its Grantor appointed successor as Trustee, in which event the appointed successor shall become sole trustee; but if he does not so act, then the Grantor's spouse Nimita Kapoor Atiyeh, father-in-law Gopal K. Kapoor, and friend Ramzi Haddad, shall become successor Trustees and they shall have all of the powers and be

subject to all of the obligations herein granted to and imposed upon a Trustee; and upon the latter event occurring, then there shall always be three (3) Trustees, and the surviving Trustees shall appoint a successor co-Trustee who shall have all of the powers and be subject to all of the obligations herein granted to and imposed upon a Trustee, including the right to appoint a successor co-Trustee. The terms of this, Subsection 6.2 are subject to the powers granted in Subsection 6.3."

1.2 Section 6.3 is amended by the addition of the following clause at the end of such section: "However, if there shall be less than three (3) Trustees serving at the time of such election by Nimita Kapoor Atiyeh, then she is not required to obtain consent of the other Trustee."

1.3 A new Section, to be known as Section 6.4 is added to the Trust as follows:

"6.4 The Trust currently holds title to property located in Hellertown, Northampton County, Pennsylvania upon which an assisted living facility known as Saucon Valley Manor is located. In connection with the ownership of such property and any present or future mortgage loan or financing for such property, the Trustee is authorized to execute, on behalf of the Trust, all documents necessary for such financing. The Trustee is also authorized to amend this Trust Agreement to add provisions required by the Secretary of Housing and Urban Development (HUD) or any lender in order to secure the financing for the Project subject to the conditions that (i) Grantor consents to the change if he is then alive and competent, and (ii) such amendment shall not modify the distribution of the Trust estate following the death of the Grantor, although an amendment may affect the timing any distribution to beneficiaries."

2. FUTURE AMENDMENT: The Grantor may amend the Trust from time to time by written document executed by Grantor and by the Trustee at such time.

3. RESIGNATION AND SUCCESSION OF TRUSTEE: Effective as of the date hereof, and subject to the succession by Saucon Management LLC to be Trustee hereof, (a) Original Trustee resigns as Trustee, and (b) Grantor appoints Saucon Management LLC to be the sole Trustee, and (c) Saucon Management LLC hereby accepts and agrees to be the successor Trustee, to have all powers and rights granted to a Trustee and to be subject to the obligations imposed upon a Trustee, all as set forth in the Saucon Trust Agreement as of October 1, 2007 and amended hereby.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed, or caused their duly authorized manager to execute, this First Amendment to the Saucon Trust Under Agreement Dated October 1, 2007.

Abraham R. Atiyeh – (Grantor)

Abraham R. Atiyeh – (Original Trustee)

SAUCON MANAGEMENT LLC
(First Successor Trustee)

By: ____________________
Abraham R. Atiyeh,
Manager

SECOND AMENDMENT TO THE AGREEMENT EFFECTIVE AS OF OCTOBER 1, 2007
CREATING THE SAUCON TRUST

This Second Amendment to the Agreement effective as of October 1, 2007 creating the Saucon Trust, (the "Agreement"), is made by and between the signatories set forth below, who, intending to be legally bound hereby, do hereby agree as follows:

1. This Second Amendment to the Agreement, (the "2012 Amendment"), is effective as of December 1, 2012.

2. This 2012 Amendment is made at the request of HUD, and shall amend and supplement the present agreement(s) by which the Trust has been created and/or otherwise exists.

The provisions of Section 3 of the 2012 Amendment shall be applicable during the period while the Trust is obligated under a Note insured or held by HUD evidencing the loan from M&T Realty Capital Corporation identified as FHA Project No.: 034-22096; and except as limited by Section 3 of this Second Addendum, the Agreements relating to the Trust may be modified by the Grantor.

3. A new section, designated as Section 14, is added to the Trust Agreement as follows:

Section 14. HUD Provisions.

(a) The Trust is authorized to execute a note (the "Note"), a mortgage, deed of trust, or security deed securing the Note (the "Mortgage"), and a security agreement (the "Security Agreement") on FHA Project No. 034-22096, located in Hellertown, Pennsylvania (the "Project") in order to secure a loan to be insured by the Secretary of Housing and Urban Development ("HUD"); to execute the regulatory agreement (the "HUD Regulatory Agreement") and other documents required by HUD in connection with the HUD-insured loan (the "HUD Loan"), and to comply with the requirements of HUD's mortgage insurance program.

(b) If any provision of the Trust Agreement or any other organizational documents of the Trust (collectively, the "Organizational Documents"), conflicts with the terms of the Note, Mortgage, Security Agreement, or HUD Regulatory Agreement (collectively, the "HUD Loan Documents"), the conflicting provisions of the HUD Loan Documents shall control.

(c) The following provisions shall apply for so long as (and only for so long as) HUD is the insurer or holder of the Note.

(i) No provisions required by HUD to be inserted into the Organizational Documents may be amended without HUD's prior written approval.

(ii) No provision in the Organizational Documents that results in any of the following will have any force or effect without the prior written consent of HUD:

(1) Any amendment that modifies the term of the Trust;

(2) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional person or entity;

(3) Any amendment that in any way affects the HUD Loan Documents;

(4) Any amendment that would authorize any person or entity, other than the Trustee previously authorized by HUD, to bind the Trust for all matters concerning the Project which require HUD's consent or approval;

(5) A change in the Trustee or pre-approved successor Trustee of the Trust; or

(6) Any change in a guarantor of any obligation to HUD.

(iii) Any incoming beneficiary must as a condition of receiving an interest in the Trust agree to be bound by the HUD Loan Documents and any other documents required in connection with the HUD Loan to the same extent and on the same terms as the other beneficiaries.

(iv) Notwithstanding any other provisions of the Organizational Documents, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by the HUD Regulatory Agreement in a manner satisfactory to HUD.

(v) Each of the beneficiaries and any assignee of a beneficiary agree to be liable in their individual capacities to HUD with respect to the following matters:

(1) Funds or property of the Project coming into his/her/its possession, which by the provisions of the Regulatory Agreement, such person or entity is not entitled to retain;

(2) His/her/its own acts and deeds, or acts and deeds of others which he/she/it has authorized, in violation of the provisions of the Regulatory Agreement;

(3) The acts and deeds of affiliates, as defined in the Regulatory Agreement, which such person or entity has authorized in violation of the provisions of the Regulatory Agreement; and

(4) As otherwise provided by law.

(vi) The Trust may not voluntarily be revoked, dissolved, or converted to another form of entity without the prior written approval of HUD.

(vii) The Trust has designated Abraham Atiyeh or Ramzi Haddad as its official representative for all matters concerning the Project which require HUD consent or approval. The signature of Abraham Atiyeh or Ramzi Haddad, individually, will bind the Trust in all such matters. The Trust may from time to time appoint one or more substitute representatives to perform this function, but within three (3) business days of doing so, will provide HUD with written notification of the name, address, and telephone number of the substitute representative(s). When any person other than the person(s) identified herein has full or partial authority of management of the Project, the Trust will promptly provide HUD with the name of that person and the nature of that person's management authority.

(viii) Unless otherwise approved in writing by HUD, the Trust's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the Project, and activities incidental thereto. The Trust shall not engage in any other business or activity. The Project shall be the sole asset of the Trust, which shall not own any other real estate other than the Project.

(ix) Notwithstanding any provision in the Organizational Documents to the contrary, for so long as the Project is subject to a loan insured by HUD, any obligation of the Trust to provide indemnification under the Organizational Documents shall be limited to (a) coverage afforded under any liability insurance carried by the Trust and (b) available "surplus cash" of the Trust as defined in the Regulatory Agreement. However, unless funds are provided by a third party or are available as "surplus cash" of the Trust as defined in the Regulatory Agreement, funds of the Trust shall not be used to pay indemnification funds to any indemnified party nor to pay any insurance premium for such policies nor to pay the deductible or "self-retained" limit or indemnification relating to such policies or claims.

(x) Notwithstanding anything to the contrary in the Organizational Documents, the term of the Trust shall be at least ten years longer than the term of the Mortgage.

(xi) In the event of default by Whitehall Trust under the Mortgage Loan held or insured by HUD, as was made by M&T Realty Credit Corporation in or about February, 2012, then the rights to distributions of "surplus cash" of the Trust as defined in the Regulatory Agreement shall be suspended as per the terms of the Regulatory Agreement to which this Trust is a party.

(xii) No Amendment of the terms of this Trust nor any change of the Trustee or the organizational documents of the Trustee shall occur during the period while the Project is subject to a loan insured or held by HUD without the express written consent of HUD.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the Trustee and Grantor have executed this Second Amendment to the Agreement effective as of October 1, 2007 creating the Saucon Trust, on this 1st day of December, 2012

SAUCON MANAGEMENT LLC, TRUSTEE

By: ________________________
Abraham Atiyeh, Manager

____
Abraham Atiyeh, Grantor

EXHIBIT C

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Whitehall Trust *

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Filing Type

All

Status

[Select a Status]

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Business Search

As of 01/13/2026 we have processed all business filings received in our office through 01/11/2026.

Business Search Info:

Saucon Trust *

Advanced Search

Search Filter

- (•) Contains
- ( ) Starts with

Filing Type

All

Status

[Select a Status]

Filing Date

Start MM/DD/YYYY

End MM/DD/YYYY

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