

EXHIBIT A

JOINDER TO LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF FRIENDS OF DAYSPRING, LLC

The undersigned hereby agrees to join and become a party, as a "Member," to the Limited Liability Company Operating Agreement (the "Agreement") of Friends of Dayspring, LLC, a Pennsylvania limited liability company (the "Company").

The undersigned will be admitted as a Member of the Company once the undersigned has executed and delivered this Joinder to the Board of Managers of the Company, the undersigned has tendered his, her or its initial Capital Contribution to the Company, and the Board of Managers of the Company has accepted the undersigned's admission to the Company by countersigning this Joinder.

ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES OF THE UNDERSIGNED.

The undersigned, by executing and delivering this Joinder, hereby acknowledges, represents and warrants to the Company, to the Board of Managers and to all of the other Members of the Company as follows:

- 1) Acknowledgement of the Purpose of the Company. The undersigned acknowledges that the Company's sole purpose is to participate in the scholarship/opportunity scholarship tax credit (OSTC) and/or the educational improvement tax credit (EITC) programs of the Commonwealth of Pennsylvania, earn tax credits from the Commonwealth of Pennsylvania, and allocate those tax credits to the Company's Members. The Company will not engage in business activities, and it is not expected or intended that the Company generate a financial return for its Members or make cash distributions to its Members. It is not intended that the Members will receive any economic benefit from the Company other than tax credits and tax deductions that result from the charitable contributions.
- 2) Initial Capital Contribution; Commitment to Make Second Capital Contribution. The undersigned acknowledges that he, she or it is tendering his, her or its initial Capital Contribution to the Company, concurrently with the execution and delivery of this Joinder, in the amount set forth on the signature page to this Joinder. The undersigned understands that by joining the Agreement as a Member, the Member is obligated to make his, her or its second Capital Contribution to the Company in accordance with Section 3.1.3 of the Agreement.
- 3) Commitment to Cause the Company to Participate in the Opportunity Scholarship Tax Credit (OSTC) and/or the Educational Improvement Tax Credit (EITC) Programs of the Commonwealth Of Pennsylvania at the 90% Level. The undersigned acknowledges that the participating in the OSTC and/or the EITC

Programs of the Commonwealth of Pennsylvania at the 90% tax credit level requires a two-year commitment, and that the Company's fulfillment of this commitment will depend upon the Company receiving both the initial Capital Contributions of the Members and their second Capital Contributions. The undersigned acknowledges that a Member's failure to make his, her or its second Capital Contributions is likely to result in the loss of tax credits and other adverse consequences to the Company and its Members. **The undersigned acknowledges that if the undersigned fails to make his, her or its second Capital Contribution when due, or to cause it to be made, the adverse consequences set forth in Section 3.1.3 of the Agreement will result.**

- 4) Eligibility. The undersigned is eligible to act as a Member of the Company and receive pass-through tax credits.
- 5) No View To Sale. The undersigned is not acquiring his, her or its respective Membership Interest with a view to or for sale. No other Person will have any direct or indirect beneficial interest in or right to the Membership Interest. The undersigned has not taken and will not take or cause to be taken any action that would cause the undersigned to be deemed an "underwriter" as defined in Section 2(11) of the Securities Act with respect to any of the Membership Interest.
- 6) Independent Advice. The Company has advised the undersigned that, in evaluating the merits and risks of joining this Agreement, the undersigned should consult with and rely on the advice of his, her or its own legal, investment, financial, tax, accounting and other professional advisors, if any, including without limitation, advice as to tax and other matters relating to the Company, and the undersigned has so relied on such advice. The undersigned acknowledges that the Company does not provide investment, financial accounting, legal or tax advice and the undersigned relies upon his, her or its own professional advisors for such advice. The Company does not provide tax advice, and cannot provide any assurance or guarantee as to the availability of any tax credit, charitable deduction or any other tax benefit for federal, state, local or any other tax purposes.
- 7) Provision of Information to Member and Member's Advisors. The undersigned and the undersigned's legal, accounting, tax, investment and other professional advisors, if any, have been furnished all materials and responses to their inquiries relating to the Company and its proposed activities, business, operations, financial condition and prospects, the Membership Interest or anything related to this Agreement that they have requested, and have been afforded the opportunity to ask questions of, and to receive answers from the Company and representatives acting on its behalf concerning the terms and conditions of this Agreement or any matter set forth herein and to obtain any additional information necessary to verify the accuracy of any information furnished herein or attached hereto, and have been furnished such answers and

information. The undersigned has carefully read, reviewed and understands any information and documents that have been provided to him, her or it.

- 8) Adequate Investigation. The undersigned acknowledges that the undersigned is acquiring the Membership Interest after what the undersigned deems to be an adequate investigation of the Company by the undersigned and the undersigned's advisors.
- 9) Reliance on Information Provided. No oral or written representations or warranties have been made or furnished to the undersigned or his, her or its advisor(s) in connection with this Agreement that are in any way inconsistent with the information set forth in this Agreement.
- 10) Due Authorization for Entity Member. The undersigned, if a corporation, partnership, trust, limited liability company or other form of business entity, is authorized and otherwise duly qualified to execute and deliver this Joinder and perform its obligations hereunder and under the Agreement, and such entity has not been formed for the specific purpose of acquiring the Membership Interest. If the undersigned is any one of the foregoing entities, it hereby agrees to supply any additional written information that may be reasonably required or requested by the Company in its discretion.
- 11) Correctness and Completeness of Information Regarding Member. All of the information which is set forth in this Joinder or which the undersigned has otherwise provided to the Company with respect to the undersigned (including without limitation the undersigned's true residence if the Member is a natural person, and the undersigned's principal place of business if the undersigned is an entity) is correct and complete as of the date hereof and thereof, and if there should be any material change in such information at any time, the undersigned will immediately furnish the revised or corrected information to the Company.

IN WITNESS WHEREOF, the undersigned has executed this JOINDER TO LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF Friends of Dayspring, LLC as of the date written below. ***If an individual or two individuals signing jointly:***

Signature

Signature

Printed Name:

SSN: _____

Printed Name:

SSN: _____

Mailing Address:

Email Address:

If a legal entity:

Name of Entity: _____

EIN: _____

By: _____

Name and title: _____

Mailing Address:

Amount of Initial Capital Contribution (due upon acceptance):

\$ _____

(Minimum of \$2,500 unless the Board of Managers of the Company determines otherwise)

Amount of Second Capital Contribution:

\$ _____

(Same amount as Initial Contribution)

The Board of Managers hereby accepts this Joinder and admits the party or parties identified above as a Member of the Company as of the date written below.

Date: _____

Manager