

EXHIBIT A

JOINDER TO LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF CHILDREN'S JUBILEE SCHOLARSHIP #3 LLC

The undersigned hereby agrees to join and become a party, as a "Member," to the Limited Liability Company Operating Agreement (the "Agreement") of Children's Jubilee Scholarship #3 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 Manager of the Company, the undersigned has tendered his, her or its initial Capital Contribution to the Company, and the Manager of the Company has accepted the undersigned's admission to the Company by countersigning this Joinder.

The undersigned, by executing and delivering this Joinder, hereby acknowledges, represents, warrants and covenants to the Company, to the Manager 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 is being formed to participate in the opportunity scholarship tax credit (OSTC) and/or the educational improvement tax credit (EITC) programs of the Commonwealth of Pennsylvania and earn tax credits from the Commonwealth of Pennsylvania to be allocated to its Members by the Company that result from the Company pooling the capital contributions of its Members and using them to make charitable scholarship donations to benefit students attending Qualifying Schools and Programs and/or contributions to the Sponsoring Organization to support the Innovative Educational Programs reflected on the Sponsoring Organization's EITC application (the "Contributions"), and to allocate those tax credits to the Company's Members. The Company is not being formed for the purpose of engaging 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 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 an amount equal to the undersigned's initial Capital Contribution, on or before such date in the next calendar year that begins after the Effective Date as the Manager specifies.
- 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 contribution 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) Signing the Company's Tax Return. If the Manager determines that a tax return is required to be filed by the Company and that such tax return is required to be executed by a Member of the Company in its capacity as such, and the Manager designates the undersigned to so execute such tax return on behalf of the Company, then the undersigned will execute such tax return.
- 5) EITC/OSTC Eligibility. The undersigned represents that as of the date that the undersigned executes this Joinder,

and covenants that as of the date that the undersigned makes each of its first and second Capital Contributions to the Company: (a) if the undersigned is a natural person, the undersigned is and will be a shareholder, partner, member or employee of a “business firm” (defined in 72 P.S. § 8702-F); and (b) if the undersigned is a legal entity, the undersigned is and will be a “business firm” (defined in 72 P.S. § 8702-F). Please note that generally speaking, a “business firm” is a for-profit legal entity that is authorized to do business in the Commonwealth of Pennsylvania and is subject to Pennsylvania taxes.

- 6) Tax Credit Eligibility; Understanding Regarding Tax Credit Issuance. The undersigned represents that as of the date that the undersigned executes this Joinder, and covenants that as of the date that the undersigned makes each of its first and second Capital Contributions to the Company, the undersigned has or will have: (a) filed all required state tax reports and returns for all applicable taxable years and (b) paid any balance of state tax due as determined at settlement or assessment by the Pennsylvania Department of Revenue, unless the tax due is then under appeal. The undersigned will provide any additional certifications that the Company or the Pennsylvania Department of Revenue may request regarding the undersigned’s compliance with applicable tax laws. **The undersigned understands that no tax credits will be issued to the Company if any Member is not in full compliance with the foregoing requirements, and the undersigned agrees to execute the affidavit to that effect attached as Exhibit C.**
- 7) 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.
- 8) Independent Advice. The Company has advised the undersigned that, in evaluating the merits and risks of joining this Agreement, in determining whether the undersigned is qualified to become a member of the Company, and in verifying the truth and accuracy of the undersigned’s representations and warranties in this Joinder, 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 or legal 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..
- 9) 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 the information and documents that have been provided to him, her or it.
- 10) 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.
- 11) 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.
- 12) Offering Exemption. The undersigned is not acquiring the Membership Interest as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting open to the general public. The

undersigned acknowledges and agrees that the Membership Interests being offered to Pennsylvania residents are being offered pursuant to an exemption provided in Section 4(a)(2) under the federal Securities Act of 1933, as amended. Accordingly, the undersigned agrees that he, she or it will not sell the Membership Interest being acquired hereunder within a period of twelve months after the date that they are obtained.

- 13) 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. 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.
- 14) 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.

By executing this Joinder, the undersigned hereby agrees to indemnify, defend and hold harmless the Company, the Manager, and each other Member of the Company from and against any claims, losses (including loss of availability of tax credits), damages or expenses (including reasonable fees and expenses of attorneys, accountants and other professional advisors) that arise from or relate to any breach or default of the undersigned's acknowledgements, representations, warranties or covenants to the Company set forth in this Joinder (including the undersigned's covenant to make his, her or its second Capital Contribution to the Company in the required amount by the applicable deadline).

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IN WITNESS WHEREOF, the undersigned has executed this JOINDER TO LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF CHILDREN'S JUBILEE SCHOLARSHIP #3 LLC as of the date written below.

<p><i>If an individual or two individuals signing jointly:</i></p> <p>_____ Please print name. Use both lines if joint.</p> <p>_____ Signature. Use both lines if joint.</p> <p>Please use my capital contribution for Children's Jubilee Fund/ _____ <i>Indicate Name of School to receive Funding</i></p> <p>_____ Mailing address</p> <p>_____ Email address</p> <p>_____ Taxpayer ID number. Use both lines if joint.</p>	<p><i>If a legal entity:</i></p> <p>_____ Please print name of legal entity</p> <p>_____ Signature</p> <p>_____ Print name and title of individual signing for entity</p> <p>_____ Mailing address</p> <p>_____ Email address</p> <p>_____ Taxpayer ID number.</p>
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<p>Amount of Initial Capital Contribution (due upon acceptance):</p> <p>\$ _____</p> <p>(Amount of Initial Capital Contribution must be the same as the amount of the Second Capital Contribution)</p>	<p>Amount of Second Capital Contribution (due by the date specified by the Manager):</p> <p>\$ _____</p> <p>(Same amount as Initial Capital Contribution)</p>
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The Manager hereby accepts this Joinder and admits the party or parties identified above as a Member of the Company as of the date written below.

CHILDREN'S JUBILEE FUND, AS MANAGER

By: _____
 Name: Timothy J Geiger
 Title: Manager
 Date: