

COMMONWEALTH KIDS JOINDER AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this Joinder to Limited Liability Company Operating Agreement of Commonwealth Kids LLC as of the date set forth below next to the undersigned's signature.

IF AN INDIVIDUAL OR 2 INDIVIDUALS SIGNING JOINTLY:

IF A LEGAL ENTITY:

Print name

Print name of legal entity

Signature of person's whose name is printed above

Signature

Print name

Print name and title of authorized individual signing for entity

Signature of person's whose name is printed above

Date: _____

Date: _____

Mailing Address

Mailing Address

Email address

Email address

Taxpayer ID

Taxpayer ID

Taxpayer ID

<p>AMOUNT OF INITIAL CAPITAL CONTRIBUTION (due upon acceptance):</p> <p>\$ _____</p> <p>NOTE: Minimum of \$3,500 unless Manager determines otherwise</p>
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<p>AMOUNT OF SECOND CAPITAL CONTRIBUTION (due at Manager's request)</p> <p>\$ _____</p> <p>NOTE: Same amount as Initial Capital Contribution</p>
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OPTIONAL: Manager is to use my Capital Contributions for children attending the following EITC/OSTC qualified schools:

Name of School: _____ Amount \$ _____

Name of School: _____ Amount \$ _____

Name of School: _____ Amount \$ _____

IF THE ABOVE OPTIONAL DIRECTION IS LEFT BLANK, Capital Contributions will be regarded as undesignated by the Manager.

Randy Tarpey, in his capacity as Manager of the Company, hereby accepts this Joinder and admits the party or parties identified above as a Member of the Company as of the date set forth next to the signature below.

Commonwealth Kids LLC

DATE: _____

By: _____
Randy Tarpey, Manager

EXHIBIT A

JOINDER TO LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF COMMONWEALTH KIDS LLC

The undersigned hereby agrees to join and become a party, as a “Member,” to the Limited Liability Company Operating Agreement (the “Agreement”) of Commonwealth Kids 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 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.

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 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 distributed to its Members by the Company that result from the Company making charitable scholarship donations to an eligible charity (the “Contributions”), and to distribute 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 charitable contributions.
- 2) **Initial Capital Contribution; Commitment to Make Second Capital Contribution.** The undersigned acknowledges that it is tendering 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 its second Capital Contribution to the Company, in an amount equal to the undersigned’s initial Capital Contribution when requested by the Manager.

- 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 scholarship 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 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 failure of the undersigned to make its second Capital Contribution when due, or to cause it to be made, will result in the consequences set forth in Section 3.1.3 of the Agreement.
- 4) Mechanism for Making Contribution. The undersigned acknowledges that the Company will make contributions to Commonwealth Kids for all other designated and undesignated funds so long as the entity remains designated by the Commonwealth as eligible to receive donations under the EITC/OSTC Programs. Commonwealth Kids may then make donations to specific schools specified by the Member.
- 5) Accredited Investor. The undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act of 1933, as amended. The undersigned's responses in the "Accredited Investor Questionnaire" section of this Joinder are correct and complete. IF A PERSON IS NOT AN "ACCREDITED INVESTOR," THE PERSON WILL NOT BE PERMITTED TO BECOME A MEMBER.
- 6) EITC/OSTC Eligibility. If the undersigned is a natural person, the undersigned is a shareholder, partner, member or employee of a "business firm" (defined in 72 P.S. §8702-F). If the undersigned is a legal entity, the undersigned is 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.
- 7) No View To Sale. The undersigned is not acquiring 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, the undersigned should consult with and rely on the advice of 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 its own professional advisors for such advice.

- 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 its advisor(s) in connection with the Agreement that are in any way inconsistent with the information set forth in the Agreement.
- 12) 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 a corporation, partnership, trust, limited liability company or other form of business entity with total assets that are not in excess in \$5,000,000, all of the equity owners of such entity must be "accredited investors". 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.
- 13) 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.

ACCREDITED QUESTIONNAIRE

The undersigned hereby represents and warrants to the Company that the undersigned qualifies as an accredited investor on the basis that: {The undersigned must either check at least one box under Part A (Natural Persons), or check at least one box under Part B (Legal Entities).}

A. I am a NATURAL PERSON who is a shareholder, partner, member or employee of a “business firm” (defined in 72 P.S. § 8702-F) and who satisfies at least one of the following requirements:

An investor using this Part A must check box (1) or (2).

- (1) **Income Test:** My individual income exceeded \$200,000 in each of the two most recent years or my joint income together with my spouse exceeded \$300,000 in each of those years

AND

I reasonably expect to earn individual income of at least \$200,000 this year or joint income with my spouse of at least \$300,000 this year.

- (2) **Net Worth Test:** My individual net worth, or my joint net worth together with my spouse, exceeds \$1,000,000.

For these purposes, “net worth” means the excess of:

- my total assets at fair market value (including all personal and real property, but excluding the estimated fair market value of my primary residence)

minus

- my total liabilities.

For these purposes, “liabilities”:

- exclude any mortgage or other debt secured by my primary residence in an amount of up to the estimated fair market value of that residence; but
- include any mortgage or other debt secured by my primary residence in an amount in excess of the estimated fair market value of that residence

B. I am a **LEGAL ENTITY** that is a “business firm” (defined in 72 P.S. § 8702-F) and who satisfies at least one of the following requirements:

An investor using this Part B must check at least one box below.

- (1) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.
- (2) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- (3) An insurance company as defined in the Securities Act.
- (4) A private business development company as defined in the Investment Advisors Act of 1940.
- (5) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.
- (6) A corporation or partnership, not formed for the specific purpose of joining and becoming a Member of the Company, with total assets in excess of \$5,000,000.
- (7) A Massachusetts or similar business trust, not formed for the specific purpose of joining and becoming a Member of the Company, with total assets in excess of \$5,000,000.
- (8) A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of joining and becoming a Member of the Company, whose purchase is directed by a “sophisticated” person.
- (9) An entity in which all of the equity owners are Accredited Investors.

NOTE: If box (9) is checked, each equity owner of the entity must individually complete and submit to the Company its own copy of this Joinder.



Commonwealth *Kids*

YOUR TAX DOLLARS, *their future.*

Qualifying Pennsylvanians can provide life-changing scholarships to schoolchildren using funds that would otherwise be used to pay income taxes.

Pennsylvania's Educational Improvement Tax Credit and Opportunity Scholarship Tax Credit programs allow businesses to receive tax credits for donations to scholarship programs for children in failing school districts. More than 560,000 Pennsylvania students have benefited from these programs. Now, individuals can provide the same opportunities and recognize the same benefits by joining Commonwealth Kids.

Commonwealth Kids is a business entity formed for the specific purpose of allowing individuals to supply scholarships and earn tax credits in Pennsylvania. The Pennsylvania Department of Revenue has approved the arrangement.

WHO QUALIFIES?

✓
Shareholders, partners, members or employees
of a for-profit business firm.

✓
With individual income
exceeding \$200,000 in
each of the two most
recent years or joint income
exceeding \$300,000 in
each of those years.

OR

✓
With individual net worth,
or joint net worth,
exceeding \$1,000,000
(excluding estimated fair
market value of primary
residence)

QUESTIONS?

Contact:

Randy Tarpey, CPA.

(814) 684-4640

(814) 941-7305 Thursdays

randytarpey@hksickler.com

*Commonwealth Kids and Randy Tarpey make no profit from your investment.
All time is pro-bono and 100% of investments go directly to scholarships.*

HOW DO I GET STARTED?

For a one-page application, contact Commonwealth Foundation,
Randy Tarpey or visit commonwealthfoundation.org/ck.

Applications should be submitted to Randy Tarpey:

227 Jefferson Avenue

Tyrone, PA 16686

Commonwealth Kids