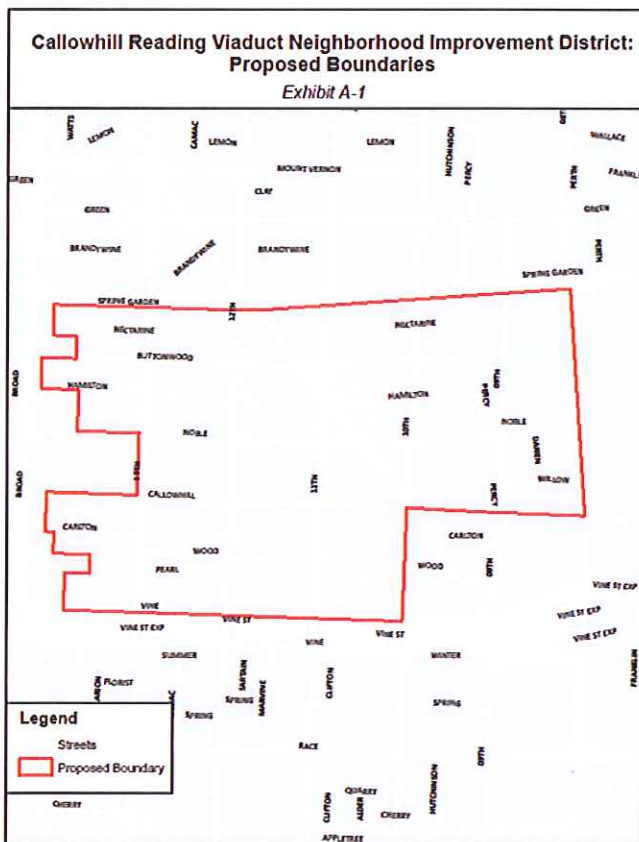


EXHIBIT A

FINAL PLAN FOR THE CALLOWHILL READING VIADUCT NEIGHBORHOOD IMPROVEMENT DISTRICT AND REPORT OF THE CITY OF PHILADELPHIA CONCERNING THE DISTRICT

MISSION STATEMENT

Mission: To transform the walkways and public spaces between Vine and Spring Garden Streets in the area outlined in Exhibit A-1 into a cleaner, safer, greener neighborhood.



Vision: In order to create a cleaner, safer, greener neighborhood, a diverse group of property owners are developing a Neighborhood Improvement District (NID). Through the legal mechanism of a NID, the organization will raise and spend revenues in an efficient, accountable and effective manner. Funds will be raised through a modest assessment on all taxable property within the NID; by obtaining grants from charitable organizations committed to funding local improvements; and by leveraging funds earmarked for community development projects.

Improvements will include sidewalk and street cleaning, street lighting, the planting of trees and other landscaping, the addition of trash receptacles, enhanced safety and public art.

1. The name of the neighborhood improvement district shall be the Callowhill Reading Viaduct Neighborhood Improvement District (“District”). A map indicating the district’s boundaries is in Exhibit A-1.

2. The service area for the District includes approximately 698 taxable properties listed in Exhibit A-2 and located within the area bounded by the northeast corner of Broad and Vine streets, the southeast corner of Broad and Spring Garden streets, the southwest corner of 8th and Spring Garden streets, the north west corner of 8th and Callowhill Streets, the northwest corner of 10th and Callowhill Streets, the northwest corner of 10th and Vine Streets and the northeast corner of Broad and Vine streets and certain blocks of intersecting streets, except that those properties which have frontage on north Broad Street shall not be included in the District.

3. A list of the properties to be assessed is set forth in Exhibit A-2.

4. A list of proposed improvements within the District and their estimated costs:

- a) Make the Neighborhood Cleaner and Safer- Maintenance & Operations - Year 1 includes a one time comprehensive cleaning throughout the entire area, graffiti removal and removal of short dumps. Regular weekly cleaning services to the NID area are projected to commence following the comprehensive cleaning program, on approximately April 1. Years 2 through 5 assume commencement of regular, year-round cleaning services delivered throughout the NID area on a regular basis, graffiti and short dump removal, expenses for trash removal and general maintenance for public area improvements. (\$148,800))
- b) Make the Neighborhood Greener- Public Area Improvements - Allocation for planning activities and physical improvements to the District area to enhance the physical environment. Such projects may include planning studies, lighting improvements, signage, additional street trees and other enhancements particularly under and around the Reading Viaduct bridges. (\$16,500)
- c) Promote the Neighborhood- Marketing & Promotion - Allocation for neighborhood marketing activities and programs in support of organizational mission. (\$15,850)
- d) Personnel and General Operation - Office & Administrative - Includes allocation for operations staff, office functions, postage, supplies, equipment rentals, computers, etc. as well as insurance, including liability and Directors and Officers insurance coverage. (\$47,500.)
- e) Reporting - Allocation for required audits and annual reports to stakeholders. (\$9,000)
- f) Miscellaneous - Allocation for unforeseen expenses, a contingency. (\$2,500)

5. The proposed budget for the 1st fiscal year, including, but not limited to, maintenance and operation, public area improvements, marketing and promotion and personnel and administration is \$247,370.00 and is attached as Exhibit A-3.
6. The proposed source of revenue for financing all improvements, programs and services is an assessment on all commercial and residential properties, without regard to abatements in effect, in the service area, except tax exempt properties.
7. The estimated time for implementation and completion of all proposed improvements and services is 5 years (Sunset provision)
8. The administrative body that will govern and administer the District will be known as Callowhill Reading Viaduct Neighborhood Improvement District, Inc.
9. The bylaws of Callowhill Reading Viaduct Neighborhood Improvement District, Inc. are attached as Exhibit A-4.
10. The method of determining the amount of the assessment fee to be levied on property owners within the District is as follows: Individual bills will be calculated as a ratio of the assessed value of the property divided by the total assessed value of all properties in the District with this ratio multiplied by the annual projected billing amount. Assessed values are calculated without regard to abatements in effect. For purposes of the plan and budget, 2010 Assessment Data was used; actual billing will be based on certified assessments from the Office of Property Assessment (OPA) for the corresponding billing year. The overall assessed value of the NID is assumed to increase at 5% per year after year 1. If property assessment fees are not paid when due, interest shall accrue at the rate of three-quarters of one percent (.75%) per month or part thereof.
11. The specific duties and responsibilities of the City of Philadelphia (“City”) and Callowhill Reading Viaduct Neighborhood Improvement District, Inc. with respect to the District are as follows:
 - a) The City will be responsible for maintaining the same level of municipal programs and services within the District after its renewal as a neighborhood improvement district as before its initial designation.
 - b) Callowhill Reading Viaduct Neighborhood Improvement District, Inc. shall fulfill all the duties and responsibilities of a Neighborhood Improvement District Management Association as set forth in the Community and Economic Improvement Act. Such duties and responsibilities include: administering programs, improvements and services within the District; preparing planning or feasibility studies or contracting for the preparation of such studies to determine needed capital improvements or administrative programs and services within the District; imposing special assessment fees and soliciting in-kind services or financial contributions from tax-exempt property owners within the District in lieu of such assessment fees; hiring additional off-duty police officers or private security officer to support existing

municipal and volunteer efforts aimed at reducing crime and improving security in the District, designating an advisory committee for the District; submitting an audit of all income and expenditures to the Department of Community and Economic Development, the Director of Commerce of the City and the Clerk of City Council within 120 days after the end of each fiscal year; and submitting a report, including financial and programmatic information and a summary of audit findings, to the Clerk of City Council, to all assessed property owners located in the District and the Director of Commerce.

12. A written agreement shall be signed by the City and Callowhill Reading Viaduct Neighborhood Improvement District, Inc. containing the following provisions:

- a) The respective duties of the City and Callowhill Reading Viaduct Neighborhood Improvement District, Inc. with respect to the District, as set forth in paragraph 11 above.
- b) The City's agreement to maintain within the District the same level of municipal programs and services that were provided within the District before its establishment.
- c) A "sunset provision" under which the agreement will terminate and may not be renewed unless the District is continued beyond that date pursuant to a reenactment of the ordinance establishing the District.
- d) Callowhill Reading Viaduct Neighborhood Improvement District, Inc.'s agreement to be responsible for the collection of all property assessment fees levied within the District and the City's agreement to file all necessary liens for nonpayment of property assessment fees as set forth in the Act at 53 P.S. § 1807 (A)(10).

13. The District shall allow for and encourage tax-exempt property owners located within the District to provide in-kind services or a financial contribution to Callowhill Reading Viaduct Neighborhood Improvement District, Inc. if not assessed, in lieu of a property assessment fee.

14. The negative vote of at least 51% of the property owners within the District or property owners within the District whose property valuation as assessed for taxable purposes amounts to 51% of the total property valuation located within the District proposed in the final plan, shall be required to defeat the establishment of the proposed District by filing objections with the Clerk of Council within 45 days of presentation of the final plan

EXHIBIT A-2 PROPERTY LIST

407 N 08TH ST	331 N 11TH ST	314 N 12TH ST Unit 603
410 N 08TH ST	333 N 11TH ST	314 N 12TH ST Unit 604
417 N 08TH ST	335 N 11TH ST	314 N 12TH ST Unit 605
426 N 08TH ST	337 N 11TH ST	314 N 12TH ST Unit 606
427 N 08TH ST	339 N 11TH ST	314 N 12TH ST Unit 607
442 N 08TH ST	401 N 11TH ST	314 N 12TH ST Unit 701
400 N 09TH ST	423 N 11TH ST	314 N 12TH ST Unit 702
406 N 09TH ST	425 N 11TH ST	314 N 12TH ST Unit 703
411 N 09TH ST	428 N 11TH ST	314 N 12TH ST Unit 704
412 N 09TH ST	429 N 11TH ST	314 N 12TH ST Unit 705
430 N 09TH ST	435 N 11TH ST	314 N 12TH ST Unit 706
432 N 09TH ST	439 N 11TH ST	314 N 12TH ST Unit 707
434 N 09TH ST	445 N 11TH ST	314 N 12TH ST Unit 801
438 N 09TH ST	495 N 11TH ST	314 N 12TH ST Unit 802
440 N 09TH ST	305 N 12TH ST	314 N 12TH ST Unit 803
442 N 09TH ST	311 N 12TH ST	314 N 12TH ST Unit 804
444 N 09TH ST	313 N 12TH ST	314 N 12TH ST Unit 805
446 N 09TH ST	314 N 12TH ST Unit 201	314 N 12TH ST Unit 806
448 N 09TH ST	314 N 12TH ST Unit 202	314 N 12TH ST Unit 807
450 N 09TH ST	314 N 12TH ST Unit 203	314 N 12TH ST Unit 901
452 N 09TH ST	314 N 12TH ST Unit 204	314 N 12TH ST Unit 902
468 N 09TH ST	314 N 12TH ST Unit 205	314 N 12TH ST Unit 903
314 N 10TH ST	314 N 12TH ST Unit 206	314 N 12TH ST Unit 904
316 N 10TH ST	314 N 12TH ST Unit 207	314 N 12TH ST Unit 905
324 N 10TH ST	314 N 12TH ST Unit 301	314 N 12TH ST Unit 906
326 N 10TH ST	314 N 12TH ST Unit 302	314 N 12TH ST Unit 907
328 N 10TH ST	314 N 12TH ST Unit 303	314 N 12TH ST Unit 1001
330 N 10TH ST	314 N 12TH ST Unit 304	314 N 12TH ST Unit 1002
332 N 10TH ST	314 N 12TH ST Unit 305	314 N 12TH ST Unit 1003
334 N 10TH ST	314 N 12TH ST Unit 306	314 N 12TH ST Unit 1004
336 N 10TH ST	314 N 12TH ST Unit 307	314 N 12TH ST Unit 1005
340 N 10TH ST	314 N 12TH ST Unit 401	314 N 12TH ST Unit 1006
401 N 10TH ST	314 N 12TH ST Unit 402	314 N 12TH ST Unit 1007
431 N 10TH ST	314 N 12TH ST Unit 403	314 N 12TH ST Unit D2
443 N 10TH ST	314 N 12TH ST Unit 405	314 N 12TH ST Unit 101
451 N 10TH ST	314 N 12TH ST Unit 406	314 N 12TH ST Unit 102
465 N 10TH ST	314 N 12TH ST Unit 407	314 N 12TH ST Unit 103
467 N 10TH ST	314 N 12TH ST Unit 501	314 N 12TH ST Unit 104
469 N 10TH ST	314 N 12TH ST Unit 502	315 N 12TH ST
310 N 11TH ST	314 N 12TH ST Unit 503	325 N 12TH ST
311 N 11TH ST	314 N 12TH ST Unit 504	326 N 12TH ST
318 N 11TH ST	314 N 12TH ST Unit 505	329 N 12TH ST
319 N 11TH ST	314 N 12TH ST Unit 506	330 N 12TH ST
326 N 11TH ST	314 N 12TH ST Unit 507	333 N 12TH ST
327 N 11TH ST	314 N 12TH ST Unit 601	335 N 12TH ST
329 N 11TH ST	314 N 12TH ST Unit 602	337 N 12TH ST

EXHIBIT A-2 PROPERTY LIST

339 N 12TH ST	338 N 13TH ST	428 N 13TH ST Unit 6H
341 N 12TH ST	411 N 13TH ST	428 N 13TH ST Unit 6I
343 N 12TH ST	428 N 13TH ST Unit 1A	429 N 13TH ST Unit 2A
345 N 12TH ST	428 N 13TH ST Unit 1B	429 N 13TH ST Unit 2B
347 N 12TH ST	428 N 13TH ST Unit 2A	429 N 13TH ST Unit 2C
403 N 12TH ST	428 N 13TH ST Unit 2B	429 N 13TH ST Unit 2D
407 N 12TH ST	428 N 13TH ST Unit 2C	429 N 13TH ST Unit 2E
410 N 12TH ST	428 N 13TH ST Unit 2D	429 N 13TH ST Unit 2F
430 N 12TH ST	428 N 13TH ST Unit 2E	429 N 13TH ST Unit 2G
439 N 12TH ST	428 N 13TH ST Unit 2F	429 N 13TH ST Unit 3A
445 N 12TH ST Unit A	428 N 13TH ST Unit 2G	429 N 13TH ST Unit 3B
445 N 12TH ST Unit B	428 N 13TH ST Unit 2H	429 N 13TH ST Unit 3C
445 N 12TH ST Unit C	428 N 13TH ST Unit 3A	429 N 13TH ST Unit 3D
446 N 12TH ST	428 N 13TH ST Unit 3B	429 N 13TH ST Unit 3E
447 N 12TH ST Unit A	428 N 13TH ST Unit 3C	429 N 13TH ST Unit 3F
447 N 12TH ST Unit B	428 N 13TH ST Unit 3D	429 N 13TH ST Unit 3G
447 N 12TH ST Unit C	428 N 13TH ST Unit 3E	429 N 13TH ST Unit 4A
449 N 12TH ST Unit A	428 N 13TH ST Unit 3F	429 N 13TH ST Unit 4C
449 N 12TH ST Unit B	428 N 13TH ST Unit 3G	429 N 13TH ST Unit 4D
449 N 12TH ST Unit C	428 N 13TH ST Unit 3H	429 N 13TH ST Unit 4E
451 N 12TH ST Unit A	428 N 13TH ST Unit 3I	429 N 13TH ST Unit 4F
451 N 12TH ST Unit B	428 N 13TH ST Unit 4A	429 N 13TH ST Unit 4G
451 N 12TH ST Unit C	428 N 13TH ST Unit 4B	429 N 13TH ST Unit 5A
453 N 12TH ST Unit A	428 N 13TH ST Unit 4C	429 N 13TH ST Unit 5B
453 N 12TH ST Unit B	428 N 13TH ST Unit 4D	429 N 13TH ST Unit 5C
453 N 12TH ST Unit C	428 N 13TH ST Unit 4E	429 N 13TH ST Unit 5E
454 N 12TH ST	428 N 13TH ST Unit 4F	429 N 13TH ST Unit 5F
455 N 12TH ST Unit A	428 N 13TH ST Unit 4G	429 N 13TH ST Unit 5G
455 N 12TH ST Unit B	428 N 13TH ST Unit 4H	429 N 13TH ST Unit 5H
455 N 12TH ST Unit C	428 N 13TH ST Unit 4I	429 N 13TH ST Unit 5I
457 N 12TH ST Unit A	428 N 13TH ST Unit 5A	429 N 13TH ST Unit 6A
457 N 12TH ST Unit B	428 N 13TH ST Unit 5B	429 N 13TH ST Unit 6B
457 N 12TH ST Unit C	428 N 13TH ST Unit 5C	429 N 13TH ST Unit 6C
459 N 12TH ST Unit A	428 N 13TH ST Unit 5D	429 N 13TH ST Unit 6D
459 N 12TH ST Unit B	428 N 13TH ST Unit 5E	429 N 13TH ST Unit 6E
459 N 12TH ST Unit C	428 N 13TH ST Unit 5F	429 N 13TH ST Unit 6F
302 N 13TH ST	428 N 13TH ST Unit 5G	429 N 13TH ST Unit 6G
305 N 13TH ST	428 N 13TH ST Unit 5H	429 N 13TH ST Unit 6H
307 N 13TH ST	428 N 13TH ST Unit 5I	429 N 13TH ST Unit 6I
309 N 13TH ST	428 N 13TH ST Unit 6A	429 N 13TH ST Unit G1
311 N 13TH ST	428 N 13TH ST Unit 6B	439 N 13TH ST
313 N 13TH ST	428 N 13TH ST Unit 6C	442 N 13TH ST
314 N 13TH ST	428 N 13TH ST Unit 6D	449 N 13TH ST Unit 1
321 N 13TH ST	428 N 13TH ST Unit 6E	449 N 13TH ST Unit 2
323 N 13TH ST	428 N 13TH ST Unit 6F	451 N 13TH ST
334 N 13TH ST	428 N 13TH ST Unit 6G	453 N 13TH ST

EXHIBIT A-2 PROPERTY LIST

455 N 13TH ST	1116 BUTTONWOOD ST Unit	301
905 BUTTONWOOD ST	A	1210 BUTTONWOOD ST Unit
907 BUTTONWOOD ST	1116 BUTTONWOOD ST Unit B	302
909 BUTTONWOOD ST	1116 BUTTONWOOD ST Unit C	1210 BUTTONWOOD ST Unit
911 BUTTONWOOD ST	1118 BUTTONWOOD ST Unit	303
921 BUTTONWOOD ST	A	1210 BUTTONWOOD ST Unit
923 BUTTONWOOD ST	1118 BUTTONWOOD ST Unit B	304
925 BUTTONWOOD ST	1118 BUTTONWOOD ST Unit C	1210 BUTTONWOOD ST Unit
927 BUTTONWOOD ST	1120 BUTTONWOOD ST Unit	305
1000 BUTTONWOOD ST	A	1210 BUTTONWOOD ST Unit
1001 BUTTONWOOD ST	1120 BUTTONWOOD ST Unit B	401
1002 BUTTONWOOD ST	1120 BUTTONWOOD ST Unit C	1210 BUTTONWOOD ST Unit
1003 BUTTONWOOD ST	1122 BUTTONWOOD ST Unit	403
1006 BUTTONWOOD ST	A	1210 BUTTONWOOD ST Unit
1011 BUTTONWOOD ST	1122 BUTTONWOOD ST Unit B	404
1013 BUTTONWOOD ST	1122 BUTTONWOOD ST Unit C	1210 BUTTONWOOD ST Unit
1016 BUTTONWOOD ST	1124 BUTTONWOOD ST Unit	405
1019 BUTTONWOOD ST	A	1210 BUTTONWOOD ST Unit
1021 BUTTONWOOD ST	1124 BUTTONWOOD ST Unit B	406
1024 BUTTONWOOD ST	1124 BUTTONWOOD ST Unit C	1210 BUTTONWOOD ST Unit
1025 BUTTONWOOD ST	1126 BUTTONWOOD ST Unit	501
1027 BUTTONWOOD ST	A	1210 BUTTONWOOD ST Unit
1029 BUTTONWOOD ST	1126 BUTTONWOOD ST Unit B	502
1104 BUTTONWOOD ST Unit	1126 BUTTONWOOD ST Unit C	1210 BUTTONWOOD ST Unit
A	1210 BUTTONWOOD ST Unit	503
1104 BUTTONWOOD ST Unit B	101	1210 BUTTONWOOD ST Unit
1104 BUTTONWOOD ST Unit C	1210 BUTTONWOOD ST Unit	504
1106 BUTTONWOOD ST Unit	102	1210 BUTTONWOOD ST Unit
A	1210 BUTTONWOOD ST Unit	505
1106 BUTTONWOOD ST Unit B	103	1210 BUTTONWOOD ST Unit
1106 BUTTONWOOD ST Unit C	1210 BUTTONWOOD ST Unit	506
1108 BUTTONWOOD ST Unit	104	1227 BUTTONWOOD ST
A	1210 BUTTONWOOD ST Unit	1228 BUTTONWOOD ST
1108 BUTTONWOOD ST Unit B	105	1229 BUTTONWOOD ST
1108 BUTTONWOOD ST Unit C	1210 BUTTONWOOD ST Unit	1230 BUTTONWOOD ST
1110 BUTTONWOOD ST UnitA	106	1231 BUTTONWOOD ST
1110 BUTTONWOOD ST Unit B	1210 BUTTONWOOD ST Unit	1232 BUTTONWOOD ST
1110 BUTTONWOOD ST Unit C	201	1233 BUTTONWOOD ST
1112 BUTTONWOOD ST Unit	1210 BUTTONWOOD ST Unit	1234 BUTTONWOOD ST
A	202	1235 BUTTONWOOD ST
1112 BUTTONWOOD ST Unit B	1210 BUTTONWOOD ST Unit	1236 BUTTONWOOD ST
1112 BUTTONWOOD ST Unit C	203	1241 BUTTONWOOD ST
1114 BUTTONWOOD ST Unit	1210 BUTTONWOOD ST Unit	1300 BUTTONWOOD ST
A	204	1303 BUTTONWOOD ST
1114 BUTTONWOOD ST Unit B	1210 BUTTONWOOD ST Unit	1311 BUTTONWOOD ST
1114 BUTTONWOOD ST Unit C	205	1315 BUTTONWOOD ST
	1210 BUTTONWOOD ST Unit	1319 BUTTONWOOD ST
	206	1321 BUTTONWOOD ST
	1210 BUTTONWOOD ST Unit	

EXHIBIT A-2 PROPERTY LIST

1323 BUTTONWOOD ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
1325 BUTTONWOOD ST	206	507
1326 BUTTONWOOD ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
1329 BUTTONWOOD ST	207	508
	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
801 CALLOWHILL ST	208	601
843 CALLOWHILL ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
	301	602
901 CALLOWHILL ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
1012 CALLOWHILL ST	302	603
1015 CALLOWHILL ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
1017 CALLOWHILL ST	303	604
1018 CALLOWHILL ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
1020 CALLOWHILL ST	304	605
1025 CALLOWHILL ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
1122 CALLOWHILL ST	305	606
1124 CALLOWHILL ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
1125 CALLOWHILL ST	306	607
1131 CALLOWHILL ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
1132 CALLOWHILL ST	307	608
1133 CALLOWHILL ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
1135 CALLOWHILL ST	308	701
1201 CALLOWHILL ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
1217 CALLOWHILL ST	401	702
1234 CALLOWHILL ST	1238 CALLOWHILL ST Unit	1238 CALLOWHILL ST Unit
1238 CALLOWHILL ST Unit	402	1238 CALLOWHILL ST Unit
101	1238 CALLOWHILL ST Unit	703
1238 CALLOWHILL ST Unit	403	1238 CALLOWHILL ST Unit
102	1238 CALLOWHILL ST Unit	704
1238 CALLOWHILL ST Unit	404	1238 CALLOWHILL ST Unit
103	1238 CALLOWHILL ST Unit	705
1238 CALLOWHILL ST Unit	405	1238 CALLOWHILL ST Unit
104	1238 CALLOWHILL ST Unit	706
1238 CALLOWHILL ST Unit	406	1238 CALLOWHILL ST Unit
105	1238 CALLOWHILL ST Unit	707
1238 CALLOWHILL ST Unit	407	1238 CALLOWHILL ST Unit
106	1238 CALLOWHILL ST Unit	708
1238 CALLOWHILL ST Unit	408	1238 CALLOWHILL ST Unit
201	1238 CALLOWHILL ST Unit	801
1238 CALLOWHILL ST Unit	501	1238 CALLOWHILL ST Unit
202	1238 CALLOWHILL ST Unit	802
1238 CALLOWHILL ST Unit	502	1238 CALLOWHILL ST Unit
203	1238 CALLOWHILL ST Unit	803
1238 CALLOWHILL ST Unit	503	1238 CALLOWHILL ST Unit
204	1238 CALLOWHILL ST Unit	804
1238 CALLOWHILL ST Unit	504	1238 CALLOWHILL ST Unit
205	1238 CALLOWHILL ST Unit	805
	505	1238 CALLOWHILL ST Unit
	1238 CALLOWHILL ST Unit	806
	506	1238 CALLOWHILL ST Unit
		807

EXHIBIT A-2 PROPERTY LIST

1238 CALLOWHILL ST Unit 808	1234 HAMILTON ST Unit 201	906 NOBLE ST
1238 CALLOWHILL ST Unit 809	1234 HAMILTON ST Unit 202	909 NOBLE ST
1238 CALLOWHILL ST Unit 810	1234 HAMILTON ST Unit 203	940 NOBLE ST
1300 CALLOWHILL ST	1234 HAMILTON ST Unit 204	1001 NOBLE ST
1302 CALLOWHILL ST	1234 HAMILTON ST Unit 205	1003 NOBLE ST
1306 CALLOWHILL ST	1234 HAMILTON ST Unit 206	1005 NOBLE ST
1316 CALLOWHILL ST	1234 HAMILTON ST Unit 207	1146 NOBLE ST
1322 CALLOWHILL ST	1234 HAMILTON ST Unit 301	1309 NOBLE ST
	1234 HAMILTON ST Unit 302	1327 NOBLE ST
	1234 HAMILTON ST Unit 303	1000 RIDGE AVE
	1234 HAMILTON ST Unit 304	1001 RIDGE AVE
	1234 HAMILTON ST Unit 305	1018 RIDGE AVE
1206 CARLTON ST	1234 HAMILTON ST Unit P1	1021 RIDGE AVE
1222 CARLTON ST	1234 HAMILTON ST Unit P2	1022 RIDGE AVE
1224 CARLTON ST	1234 HAMILTON ST Unit P3	1024 RIDGE AVE
1016 HAMILTON ST Unit 1	1234 HAMILTON ST Unit P4	1029 RIDGE AVE
1016 HAMILTON ST Unit 2	1234 HAMILTON ST Unit P5	1030 RIDGE AVE
1016 HAMILTON ST Unit 3	1234 HAMILTON ST Unit P6	1031 RIDGE AVE
1016 HAMILTON ST Unit 4	1234 HAMILTON ST Unit P7	1100 RIDGE AVE
1016 HAMILTON ST Unit 5	1234 HAMILTON ST Unit P8	1101 RIDGE AVE
1016 HAMILTON ST Unit 6	1234 HAMILTON ST Unit P9	1104 RIDGE AVE
1018 HAMILTON ST	1234 HAMILTON ST Unit P10	1105 RIDGE AVE
1020 HAMILTON ST	1234 HAMILTON ST Unit P11	1106 RIDGE AVE
1109 HAMILTON ST	1234 HAMILTON ST Unit P12	1108 RIDGE AVE
1111 HAMILTON ST	1234 HAMILTON ST Unit P13	1110 RIDGE AVE
1113 HAMILTON ST	1234 HAMILTON ST Unit P14	1111 RIDGE AVE
1119 HAMILTON ST Unit A	1234 HAMILTON ST Unit P15	800 SPRING GARDEN ST
1119 HAMILTON ST Unit B	1234 HAMILTON ST Unit P16	814 SPRING GARDEN ST
1121 HAMILTON ST Unit A	1234 HAMILTON ST Unit P17	900 SPRING GARDEN ST
1121 HAMILTON ST Unit B	901 NECTARINE ST	904 SPRING GARDEN ST
1123 HAMILTON ST Unit A	902 NECTARINE ST	906 SPRING GARDEN ST
1123 HAMILTON ST Unit B	903 NECTARINE ST	916 SPRING GARDEN ST
1125 HAMILTON ST Unit A	904 NECTARINE ST	920 SPRING GARDEN ST
1125 HAMILTON ST Unit B	905 NECTARINE ST	922 SPRING GARDEN ST
1127 HAMILTON ST Unit A	906 NECTARINE ST	990 SPRING GARDEN ST
1127 HAMILTON ST Unit B	907 NECTARINE ST	1004 SPRING GARDEN ST
1205 HAMILTON ST	916 NECTARINE ST	1036 SPRING GARDEN ST
1220 HAMILTON ST	918 NECTARINE ST	1100 SPRING GARDEN ST
1223 HAMILTON ST	920 NECTARINE ST	1104 SPRING GARDEN ST
1227 HAMILTON ST	922 NECTARINE ST	1104 SPRING GARDEN ST
1233 HAMILTON ST	1026 NECTARINE ST	1106 SPRING GARDEN ST
1234 HAMILTON ST Unit 101	1228 NECTARINE ST	1116 SPRING GARDEN ST
1234 HAMILTON ST Unit 102	1316 NECTARINE ST	1118 SPRING GARDEN ST
1234 HAMILTON ST Unit 103	1322 NECTARINE ST	1124 SPRING GARDEN ST
1234 HAMILTON ST Unit 104	903 NOBLE ST	1126 SPRING GARDEN ST
1234 HAMILTON ST Unit 105	906 NOBLE ST	1200 SPRING GARDEN ST

EXHIBIT A-2 PROPERTY LIST

1214 SPRING GARDEN ST	1008 WOOD ST
1216 SPRING GARDEN ST	1018 WOOD ST
1230 SPRING GARDEN ST	1022 WOOD ST
1236 SPRING GARDEN ST	1146 WOOD ST
1238 SPRING GARDEN ST	1201 WOOD ST
1240 SPRING GARDEN ST	1211 WOOD ST
1300 SPRING GARDEN ST	1213 WOOD ST
1302 SPRING GARDEN ST	1215 WOOD ST Unit 1
1314 SPRING GARDEN ST	1215 WOOD ST Unit 2
1334 SPRING GARDEN ST	1215 WOOD ST Unit 3
1338 SPRING GARDEN ST	1215 WOOD ST Unit 4
1001 VINE ST	1215 WOOD ST Unit 5
1007 VINE ST	1215 WOOD ST Unit 6
1011 VINE ST	1216 WOOD ST
1011 VINE ST	1223 WOOD ST
1013 VINE ST	1227 WOOD ST
1013 VINE ST	1229 WOOD ST
1101 VINE ST	1231 WOOD ST
1113 VINE ST	1234 WOOD ST
1125 VINE ST	1315 WOOD ST
1125 VINE ST	
1131 VINE ST	
1131 VINE ST	
1201 VINE ST	
1209 VINE ST	
1217 VINE ST	
1225 VINE ST	
1231 VINE ST	
1233 VINE ST	
1235 VINE ST	
1239 VINE ST	
1241 VINE ST	
1243 VINE ST	
1245 VINE ST	
1301 VINE ST	
1305 VINE ST	
1309 VINE ST	
1313 VINE ST	
1315 VINE ST	
1319 VINE ST	
1341 VINE ST	
1001 WOOD ST	
1002 WOOD ST	
1003 WOOD ST	
1004 WOOD ST	
1005 WOOD ST	

EXHIBIT A-3
CALLOWHILL READING VIADUCT NEIGHBORHOOD IMPROVEMENT DISTRICT
5 YEAR PLAN AND BUDGET

	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016
1 <i>Billing Amount</i>	\$247,370	\$237,440	\$250,010	\$263,210	\$277,070
Income					
2 <i>Property Assessments Current Year</i>	\$197,900	\$213,700	\$225,010	\$236,890	\$249,360
3 <i>Property Assessments Prior Year</i>	\$0	\$34,630	\$28,940	\$25,990	\$16,240
4 <i>Contributions from Exempt Properties</i>	\$2,200	\$5,000	\$5,500	\$6,000	\$6,000
5 <i>Interest Earned on Accounts</i>	\$50	\$75	\$75	\$100	\$100
6 <i>Grants & Other Income</i>	\$35,000	\$0	\$0	\$0	\$0
Total Income	\$235,150	\$253,405	\$259,525	\$268,980	\$281,700
Expense					
7 <i>Maintenance & Operations</i>	\$143,800	\$159,735	\$164,575	\$170,640	\$180,560
8 <i>Public Area Improvements</i>	\$16,500	\$16,500	\$16,500	\$16,500	\$16,500
9 <i>Marketing, Promotion & Improvement Studies</i>	\$15,850	\$17,960	\$18,500	\$19,060	\$19,630
10 <i>Office & Administrative</i>	\$47,500	\$48,930	\$50,390	\$51,900	\$53,460
11 <i>Reporting</i>	\$9,000	\$9,280	\$9,560	\$9,850	\$10,140
12 <i>Miscellaneous</i>	\$2,500	\$1,000	\$0	\$1,030	\$1,410
Total Expense	\$235,150	\$253,405	\$259,525	\$268,980	\$281,700
Excess/(Deficit) of Income Over Expense	\$0	\$0	\$0	\$0	\$0

Notes to Plan and Budget
Notes to Income

- Billing Amount** - Calculated as follows: Individual bills will be calculated as a ratio of the assessed value of the property divided by the total assessed value all properties in the CRV/NID with this ratio multiplied by the annual projected billing amount. Assessed values are calculated without regard to abatements in effect. For purposes of the plan and budget, 2010 Assessment Data was used, actual billing will be based on certified assessments from the Office of Property Assessment (OPA) for the corresponding billing year. Assessments are assumed to increase at 5% per year after year 1.
 - Property Assessments Current Year** - Assumes first year collections equal to 80% of the Billing Amount, thereafter a 90% rate is assumed. Actual Collections will be based on actual billings and collection ratios in any given plan year.
 - Property Assessments Prior Year** - For year 1, the plan assumes a collection ratio equal to 70% of the outstanding assessments due. Thereafter the collection ratio is assumed at a rate equal to 75% of any outstanding assessments from prior year billings. Actual Collections will be based on actual billings and collection ratios in any given plan year.
 - Contributions from Exempt Properties** - Assumes a program of reaching out to exempt property owners for contributions to support the activities and mission of the CRV NID.
 - Interest Earned on Accounts** - Estimate. Actual will be based on account structure and invested funds.
 - Grants & Other Income** - Assumes support for start up from outside grantees, including public and private sources.
- Notes to Expenses**
- Maintenance & Operations** - Year 1 includes one time comprehensive cleaning services throughout the entire area, graffiti removal and removal of short dumps. Regular weekly cleaning services to the NID area are projected to commence following the comprehensive cleaning program, on approximately April 1. Years 2 through 5 assume commencement of regular, year-round cleaning services delivered throughout the NID area on a regular basis, graffiti and short dump removal, expenses for trash removal and general maintenance for public area improvements.
 - Public Area Improvements** - Allocation for planning activities and physical improvements to the CRV NID area to enhance the physical environment. Such projects may include planning studies, lighting improvements, signage and other enhancements.
 - Marketing, Promotion & Improvement Studies** - Allocation for neighborhood marketing activities and programs in support of organizational mission, as well as targeted studies in support of organizational goals.
 - Office & Administrative** - Includes allocation for operations staff, office functions, postage, supplies, equipment rentals, computers, etc. as well as insurance, including liability and Directors and Officers insurance coverages.
 - Reporting** - Allocation for required audits and annual reports to stakeholders.
 - Miscellaneous** - Allocation for unforeseen expenses, a contingency.

EXHIBIT A-4
AMENDED AND RESTATED
BY-LAWS
OF
CALLOWHILL READING VIADUCT NEIGHBORHOOD IMPROVEMENT
DISTRICT, INC.

These Bylaws are adopted by the Corporation and are Supplemental to the Pennsylvania Nonprofit Corporation Law of 1998 as the same shall from time to time be in effect.

ARTICLE I

NAME, LOCATION, MEMBERS AND SEAL

SECTION 1.1 Name. The name of the corporation is Callowhill Reading Viaduct Neighborhood Improvement District, Inc. (the "Corporation")

SECTION 1.2 Location. The address of the Corporation's shall be 1151 Hamilton Street Philadelphia, PA. 19123. The Corporation may also have offices at such other places as the Board may from time to time appoint or the activities of the Corporation may require.

SECTION 1.3 Members. The Members of the Corporation are those tax paying commercial property owners, including owner occupied residential properties within the boundaries of the District shown in Exhibit A, including the contiguous commercial and residential properties on intersecting streets.

SECTION 1.4 Seal. The corporate seal shall have inscribed thereon the name of the corporation the year of its organization and the words "Corporate Seal, Pennsylvania".

ARTICLE II

MEETING OF MEMBERS

SECTION 2.1 Special Meetings. Special meetings may be called at any time by the Board of Directors for the transaction of such business as determined by the Board. Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto. Such meetings shall be held at such place and time as

the Board shall fix. The first annual meeting of the Corporation shall be held at a time and place established by the incorporators and thereafter by the Executive Committee. The Secretary shall cause to be mailed to every Member in good standing at his (her) address as it appears on the membership roll book of the Corporation, a notice stating the time and place of the any Members' meeting at least ten (10) days prior to the date of the meeting.

SECTION 2.2 Conduct of Member's Meetings. The Chairman of the Board, if a Chairman is elected, shall preside at all Members' meetings, or, in his absence, the President. The officer presiding over the Members' meetings may establish such rules and regulations for the conduct of the meetings as he may deem to be reasonably necessary or desirable for the orderly and expeditious conduct of the meeting.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.1 Board of Directors. The property and affairs of the Corporation shall be managed, conducted and directed by the Board of Directors. In addition to the powers and duties conferred on the Board under the laws of the Commonwealth of Pennsylvania, the Board shall have the power to borrow money or purchase, sell, lease or otherwise dispose of any real estate or other property of the Corporation. The Board shall also have the authority to interpret the provisions of the Bylaws and its interpretation shall be binding upon the Corporation.

SECTION 3.2 Qualifications of Directors. Each Director shall be a natural person at least 18 years of age who need not be a resident of Pennsylvania. In electing Directors, the Board shall consider each candidate's willingness to accept responsibility for governance including availability to participate actively in Board activities, areas of interest and expertise, and experience in finance, business, event planning and community organization.

SECTION 3.3 Composition. The Board of Directors shall be comprised of not more than ten (10) directors, as the Board shall from time to time determine by resolution. Members shall be natural persons. One member of the Board shall be the Councilperson of the First Councilmatic District of the City of Philadelphia. Any elected official(s) elected to the Board may designate a representative to serve in place of that elected official(s) and such designee shall hold the same duties and powers conferred upon all other Board Members.

SECTION 3.4 Election and Term. The incorporators shall serve as the Board of Directors until the first annual meeting. Thereafter, directors shall be elected annually by the Board of Directors. The elected Directors shall be divided into two classes by the Chairman, with optimally half of the directors in the first class and the balance in the second class. The term of office for each class shall be for two (2) years, except in the case of a vacancy in any class, in which case the vacancy shall be filled for the balance of the term

of the class. However, to achieve the initial classification of the Board, the initial terms of the two classes of the Board shall be one (1) year and two (2) years, respectively. The Board may increase or decrease the number of Directors at any time within the range specified in this Section 5.3, and shall allocate the new or eliminated Director positions among Class I and Class II so that the number of Directors of one Class shall at no time vary from the number of Directors in the other Class by more than two. Except as otherwise provided by resolution of the Board, each Director's term begins at the time of his or her election. Each Director shall hold office until (a) the expiration of the term for which he or she was elected and until his or her successor has been elected and qualified, or (b) his or her earlier death, resignation, or removal.

SECTION 3.5 Vacancies. Vacancies on the Board of Directors, including vacancies resulting from an increase in the number of directors, may be filled by a majority of the remaining members of the Board (even if less than a quorum). Each director elected to fill a vacancy created by the resignation or inability to serve of a director shall serve for the balance of the unexpired term of such director or until his successor is duly elected and qualified.

SECTION 3.6 Regular Meetings. The annual meeting of the Board of Directors shall be held in each calendar year on such date and at such time and place as the Board of Directors shall by resolution determine. Other regular meetings of the Board shall be held on such regularly scheduled dates and at such times and places as the Board shall by resolution determine.

SECTION 3.7 Special Meetings. On the written request of the Chairman of the Board, or one-third (1/3) of the members of the Board of Directors, the Secretary shall call a special meeting of the Board. Such request shall state the general nature of the business to be transacted at such meeting. The time and place of such special meeting shall be fixed by the Secretary and the meeting shall be called within ten (10) days of receipt of such request. The special meeting shall be held not more than thirty (30) days after receipt of request therefor. Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto.

SECTION 3.8 Notice. The Secretary or his or her designee shall give to each member of the Board not less than five (5) days prior written notice of each meeting of the Board (regular or special). The notice, which shall be made by either hand-delivery, facsimile or electronic mail, shall state the time and the place of the meeting, and in the case of special meetings, the general nature of the business to be transacted thereat.

SECTION 3.9 Unanimous Written Consent. Any action which may be taken at a regular meeting of the Board of Directors may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by all of the Directors in office and shall be filed with the Secretary of the Corporation.

SECTION 3.10 Quorum. At any meeting of the Board of Directors, the presence of a majority of the members of the Board in office shall be necessary to constitute a quorum for the transaction of business. Any member of the Board may designate from time to

time an alternate person to represent and to vote on behalf of that Board member at any meeting of the Board. The acts of the majority of directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. The members present at a duly organized meeting can continue to conduct business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

SECTION 3.11 Resignations. Any director may resign at any time. Such resignation shall be in writing unless waived by vote of the remaining Board, but the acceptance thereof shall not be necessary to make it effective.

SECTION 3.12 Removal. Any director may be removed from office by the Board of Directors with or without cause. A new director shall be elected to fill the unexpired term of any removed director as provided in Section 3.5.

SECTION 3.13 Attendance. Any Director who fails to attend at least sixty percent (60%) of the regular and special meetings of the Board during any twelve (12) month period shall be removed from the Board of Directors.

SECTION 3.14 Compensation. Unless the Board of Directors otherwise determines, directors shall not be entitled to any compensation for their services as directors. Any director may serve the Corporation in other capacities and be entitled to such compensation as is determined by the Board of Directors.

ARTICLE IV

OFFICERS

SECTION 4.1 The Corporation shall have a President, Secretary, and a Treasurer. In addition, the Corporation may have a Chairman of the Board of Directors, one or more Vice- Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board of Directors shall from time to time determine.

SECTION 4.2 Election and Terms of Office. Each officer shall be elected at the annual meeting of the Board of Directors and shall serve for a term of one year and until a successor is duly elected and qualified. All other officers shall be elected by the Board of Directors at the time, in the manner, and for such term as the Board of Directors from time to time determines. Each officer shall serve until a successor is duly elected and qualified, or until such officer resigns or is removed from office.

SECTION 4.3 Compensation. Unless otherwise provided by the Board of Directors, officers shall not be compensated for their services as officers, but may be compensated if they are employed by the Corporation.

SECTION 4.4 Chairman of the Board. The Chairman of the Board, if a Chairman is elected, shall preside at all meetings of the Board of Directors He shall have such other powers as shall be designated by the Board of Directors.

SECTION 4.5 President. The President shall be the chief executive officer of the Corporation, and, subject to the direction and control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. As authorized by the Board of Directors, the President shall execute all instruments requiring such execution, except to the extent that signing and execution thereof is expressly delegated by the Board of Directors to some other officer or agent of the Corporation. Upon request of the Board of Directors, the President shall report to it all matters which the interests of the Corporation may require to be brought to the attention of the Board of Directors. The President shall preside at meetings of the Board of Directors if the Chairman of the Board is absent.

SECTION 4.6 Secretary. The Secretary shall keep the minutes of the Corporation and shall give such notices of meetings as required by these Bylaws. The Secretary shall have such other duties and have such other powers as shall be designated by the Board of Directors.

SECTION 4.7 Treasurer. The Treasurer shall have care and custody of the books and records of account of the Corporation and, subject to the direction of the Board of Directors, shall have charge of and be responsible for all funds and securities of the Corporation. He shall render financial statements to the Board of Directors from time to time upon request. The funds of the Corporation shall be deposited to its credit in such a manner and in such depositories as the Board of Directories may from time to time designate and shall be subject to withdrawal by check, draft or other order by such officer or officers of the Corporation as may from time to time be designated by the Board of Directors. The Treasurer shall have such other powers and duties as may be designated by the Board of Directors.

SECTION 4.8 Manager. A manager may be engaged by the Board of Directors. The Manager shall perform all duties incident to the office of Manager, including supervision of services, maintenance of accounts, notices and such other duties as from time to time may be assigned by the Board of Directors.

SECTION 4.9 Other Officers. Other officers of the Corporation shall have such powers and duties as may be designated from time to time by the Board of Directors.

SECTION 4.10 Vacancy and Removal. Any officer, committee member, employee or other agent of the Corporation may be removed, with or without cause, by the Board of Directors. The Board of Directors shall immediately elect a new officer to fill the unexpired term of any officer's position which becomes vacant by either removal or resignation.

SECTION 4.11 The Board may declare vacant the office of a Director who is declared of unsound mind by an order of the court or is convicted of a crime.

ARTICLE V

BOARD OF ADVISORS

Section 5.1 Board of Advisors. The Board of Directors may establish a Board of Advisors and, if it does so, shall appoint one or more persons who may but need not be Members of the Corporation to serve as the chairperson of the Board of Advisors. The Chairman of the Board shall also be an ex officio member of the Board of Advisors. Members of the Board of Advisors shall serve at the pleasure of the Board of Directors and may be removed by the Board of Directors with or without cause.

Section 5.2 Purpose. The purpose of the Board of Advisors shall be to advise the Corporation and the Board of Directors with respect to how the purposes of the Corporation may be furthered.

Section 5.3 The Board of Advisors' reports and recommendations to the Board of Directors will not be binding on the Board of Directors. The Board of Advisors shall not have any power or authority on behalf of the Corporation.

Section 5.4 Qualifications of Members. Each member of the Board of Advisors shall be an individual at least 21 years of age who shall be an owner, or an owner's representative, of a commercial business and/or property located within the boundaries of the Corporation

Section 5.5 Number. The Board of Advisors may have up to 20 (twenty) members who shall be selected from the list of property owners and residents within the NID boundaries.

Section 5.6 Selection. The Board of Directors shall request and receive a written request from each person whom wants to serve on the Board of Advisors.

ARTICLE VI

COMMITTEES

SECTION 6.1 Executive Committee. The Corporation shall have an Executive Committee which shall perform the duties and exercise the authority assigned to them by the Board of Directors subject to the limitations set forth in these by-laws.

SECTION 6.2 Chairman. The Chairman of the Board of Directors or, if no Chairman is elected, the President shall act as Chairman of the Executive Committee. Members of the Executive Committee shall be appointed by the Chairman or the President if no Chairman is elected.

SECTION 6.3 The Board of Directors may, by resolution adopted by a majority of the directors in office, establish such committees (to consist of at least one director) as the Board of Directors shall deem necessary or advisable. All such committees shall have and may exercise such powers and authority of the Board as the Board of Directors shall, by

resolution, determine.

SECTION 6.4 Limitation on Authority. No committee shall have any power or authority as to the following:

- (a) The filing of vacancies on the Board of Directors.
- (b) The adoption, amendment or repeal of the Bylaws.
- (c) The amendment or repeal of any resolution of the Board of Directors.
- (d) Action on other matters committed by resolution of the Board of Directors or by Pennsylvania law to the full Board of Directors or to another committee of the Board.
- (e) A director of the corporation shall stand in a fiduciary relation to the corporation and shall perform the duties as a director, including the duties as a member of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing the duties, a director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared by any of the following:
 - (1) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matter presented.
 - (2) Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person.
 - (3) A committee of the Board upon which they do not serve, duly designated in accordance with law, as to matters within its designated authority, which the Director reasonably believes to merit confidence.
- (f) A Director shall not be considered to be acting in good faith if they have knowledge concerning the matter in question that would cause his reliance to be unwarranted.
- (g) In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of this section.
- (h) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interests of the Corporation.

(i) A Director of the Corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

(1) The Director has breached or failed to perform the duties of the office under this section.

(2) The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

(j) The provision of this section shall not apply to: 1) The responsibility or liability of a Director pursuant to any criminal statutes; or 2) The liability of a Director for the payment of taxes pursuant to local, State or Federal law.

ARTICLE VII

PERSONAL LIABILITY OF DIRECTORS AND INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER PERSONS

SECTION 7.1 Personal Liability of Directors.

a. A director of this Corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

(1) the director has breached or failed to perform the duties of his or her office under 15 Pa. C.S.A. Section 511 (which, as amended from time to time, is hereafter called Section 511); and

(2) The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

b. This Section 7.1 shall not limit a director's liability for monetary damages to the extent prohibited by the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

SECTION 7.2 Mandatory Indemnification of Directors and Officers. The Corporation shall, to the fullest extent permitted by applicable law, indemnify its directors and officers who were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of the Corporation or other entity) by reason of the fact that such director or officer is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a trustee, director, officer, employee, general partner, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise (including tiding service with respect to employee benefit plans), against expenses (including but not limited to, attorney fees and costs), judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement

actually and reasonably incurred by such director or officer in connection with such action, suit or proceeding, except as otherwise provided in Section 7.4 hereof. A director or officer of the Corporation entitled to indemnification under this Section 7.2 is hereafter called a "person covered by Section 7.2 hereof."

SECTION 7.3 Expenses. Expenses incurred by a person covered by Section 7.2 hereof in defending a threatened, pending or completed civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation, except as otherwise provided, in Section 7.4.

SECTION 7.4 Exceptions. No indemnification under Section 7.2 or advancement or reimbursement of expenses under Section 7.3 shall be provided to a person covered by Section 7.2 hereof(a) if a final unappeasable judgment or award establishes that such director or officer engaged in self-dealing, willful misconduct or recklessness; (b) for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, and amounts paid in settlement) which have been paid directly to such person by an insurance carrier under a policy of officers' and director's liability insurance maintained by the Corporation or other enterprise; or ~ for amounts paid in settlement of any threatened, pending or completed action, suits or proceeding without the written consent of the Corporation, which written consent shall not be unreasonably withheld. The Board of Directors of the Corporation is hereby authorized, at any time by resolution, to add to the above list of exceptions from the right of indemnification under Section 7.1 or advancement or reimbursement of expenses under Section 7.3, but any such additional exception shall not apply with, respect to any event, act or omission which has occurred prior to the date that the Board of Directors in fact adopts such resolution. Any such additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board of Directors of the Corporation.

SECTION 7.5 Continuation of Rights. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article VII shall continue as to a person who has ceased to be a director or officer of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such person.

SECTION 7.6 General Provisions.

(a) The term "to the fullest extent permitted by applicable law," as used in this Article VII, shall mean the maximum extent permitted by public policy, common law or statute. Any person covered by Section 7.2 hereof may, to the fullest extent permitted by applicable law, elect to have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such person's Option (I) on the basis of the applicable law on the date this Article VII was adopted, or (ii) on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action, suit or proceeding, or (iii) on the basis of the applicable law in effect the time indemnification is sought.

(b) The right of a person covered by Section 7.2 hereof to be indemnified or to receive an advancement or reimbursement of expenses pursuant to Section 7.3 (I) may also be enforced as a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and such person, and (ii) shall continue to exist after the rescission or restrictive modification (as determined by such person) of this Article VII with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

(c) If a request for indemnification or for the advancement or reimbursement of expenses pursuant hereto is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation together with all supporting information reasonably requested by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim (plus interest at the prime rate announced from time to time by the Corporation's primary banker) and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses (including, but not limited to, attorney's fees and costs) of prosecuting such claim. Neither the failure of the Corporation (including its Board of Directors or its independent legal counsel) to have made a determination prior to the commencement of such action that indemnification made a determination prior to the commencement of such action that indemnification of or the advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors or its independent legal. counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be defense to the action or create a presumption that the claimant is not so entitled.

(d) the indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article VII shall not be deemed exclusive of any rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under any bylaw, agreement, vote of the directors or otherwise, both as to action in such director's' or officer's official capacity and as to action in another capacity while holding that office.

(e) Nothing contained in this Article VII shall be construed to limit the rights and powers the Corporation possesses under Subchapter C of the Pennsylvania Nonprofit Corporation Law of 1988 (as amended from time to time), the Director's Liability Act, or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure its indemnification obligations, and any other rights or powers the Corporation may otherwise have under applicable law.

(f) The provisions of this Article VII may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement of reimbursement of expenses pursuant hereto), be amended, supplemented, waived, or terminated, in whole or in part, with respect to any person covered by Section 7.2 hereof by a written agreement signed by the Corporation and such person.

(g) The Corporation shall have the right to appoint the attorney for a person covered by Section 7.2 hereof, provided such appointment is not unreasonable under the circumstances.

SECTION 7.7 Optional Indemnification. The Corporation may, to the fullest extent permitted by applicable law, indemnify and advance or reimburse expenses for persons in all situations other than that covered by this Article VII.

ARTICLE VIII

FINANCIAL REPORTS

SECTION 8 The President and Treasurer shall present annually to the Board of Directors a report showing in appropriate detail the following:

- (1) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year immediately preceding the date of the report.
- (2) The principal changes in assets and liabilities including trust funds, during the year immediately preceding the date of the report.
- (3) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the corporation.
- (4) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Corporation. The report shall be filed with the minutes of the annual meeting of the Board of Directors.

ARTICLE IX

SECTION 9 The fiscal year of the Corporation shall be as determined by the Board of Directors.

ARTICLE X

ADOPTION, AMENDMENT AND REPEAL

SECTION 10.1 Adoption and Effective Date. These bylaws, which are supplemental to the Pennsylvania Nonprofit Corporation law of 1988, as the same may be in effect from time to time, were adopted as the Bylaws of the Corporation as on the day ??? by the Board of Directors and shall be effective as of said date.

SECTION 10.2 Amendment or Repeal. These Bylaws may be amended or repealed, in whole or in part, and new Bylaws may be adopted, by the vote of a majority of the directors then in office at any meeting of the Board after notice to all directors of that purpose.

SECTION 10.3 Recording. The text of each amendment to or repeal of these Bylaws shall be attached hereto with a notation of the date of such amendment or repeal.
Accepted and Attested to by:

(1) _____ By: Secretary