

IN THE ORPHANS' COURT DIVISION OF THE COURT OF COMMON PLEAS
OF CENTRE COUNTY, PENNSYLVANIA

IN RE: THE SECOND MILE
ORPHANS' COURT NO. 14-12-0255

FILED FOR RECORD
2014 MAY 23 AM 8 47
KIMBERLY A. BARTON
REGISTER OF WILLS
CLERK OF ORPHANS' COURT
CENTRE COUNTY, PA

paid

**SUPPLEMENTAL PETITION FOR FURTHER LIMITED
DISTRIBUTION OF ASSETS PENDING DISSOLUTION**

INTRODUCTION

The Board of Directors of The Second Mile (“Petitioners”), by its attorneys, files this Supplemental Petition for Further Limited Distribution of Assets Pending Dissolution (“Supplemental Petition”) pursuant to Sections 5547(b) of the Pennsylvania Nonprofit Corporation Law of 1988, 15 Pa.C.S. §§ 5101, et seq. (“PA Nonprofit Law”). This Supplemental Petition seeks this Court’s approval for The Second Mile to transfer the sum of \$300,000, ten (10) used computers and the endowment funds held by The Second Mile to Arrow Child & Family Ministries of Pennsylvania, Inc. (“Arrow-PA”), which previously agreed to operate certain of the programs for at-risk youth previously operated by The Second Mile.

In support of this Supplemental Petition, Petitioners state as follows:

FACTUAL BACKGROUND.

1. The Second Mile was founded and incorporated in 1977 as a Pennsylvania non-profit corporation to challenge young people to achieve their potential as individuals and community members by providing opportunities for them to develop positive life skills and self-esteem. The Second Mile also provided, as part of its mission, education and support for parents and professionals addressing the needs of youth.

2. The Internal Revenue Service recognized The Second Mile in 1978 as a federal

tax-exempt organization under Section 501(c)(3) and a public charity under Section 509(a)(1) of the Internal Revenue Code.

3. From its origins in 1977 as a Pennsylvania non-profit corporation first formed to establish and operate a home for foster children, The Second Mile grew into a statewide organization providing nine different programs that reached tens of thousands of Pennsylvania children annually, with over 6,000 individuals receiving direct services. All programs were offered free of charge and were provided in partnership with parents, teachers, school counselors and other youth professionals.

4. The Second Mile's programs were distributed into three areas, Early Intervention, Community-Based and Prevention, with the nine specific programs categorized within these three areas:

- a. Early Intervention: Challenge Program, Friend Program and Friend Fitness Program.
- b. Community-Based: Foster Family Support Program, Counseling & Referral Services and Children's Fund (grants, community service awards and post-secondary scholarships).
- c. Prevention: Leadership Institute, PEAK (Prevention: Education and Awareness for Kids) and Nittany Lion Tips.

5. As a result of events previously detailed for the Court in the Amended Petition for Limited Distribution of Assets, which is incorporated by reference, The Second Mile determined that it was not feasible for it to continue to operate those programs and, therefore, The Second Mile sought a charity which would agree to maintain and operate the programs primarily centering on Early Intervention and Prevention, that is, the Friend Program, the Leadership Institute and, to a lesser extent, the summer Challenge Camp.

6. The Second Mile, after an extensive search and vetting process, as more fully described in the Motion to Lift Stay and Amended Petition for Limited Distribution of Assets and Incremental Program Transfer (“Amended Petition”), selected Arrow-PA as the charity most suited to operate the programs formerly operated by The Second Mile. A complete background description of Arrow is set forth in Paragraphs 38-53 of the Amended Petition, which was filed with this Court on March 15, 2013.

7. Although Arrow-PA agreed to operate those programs, given its different funding method, which then was principally based on governmental grants, Arrow-PA also required financial assistance as it attempted to establish a donor base and independent financial support for these programs.

8. In the prior Amended Petition, The Second Mile proposed to transfer \$200,000 to Arrow-PA, plus the intellectual property related to the operation of the Friend Program, Friend Fitness Program, the Leadership Institute and the summer Challenge Camp.

9. By Memorandum Opinion dated April 17, 2013, a copy of which is attached as Exhibit “A,” this Court approved the proposed transfers from The Second Mile to Arrow-PA.

10. Subsequently, except for the litigation captioned as John Doe 6 v. Pennsylvania State University and The Second Mile, Civil Action No. 13-CV-336 (United States District Court for the Eastern District of Pennsylvania), all other victim claims against The Second Mile arising out of the Sandusky abuse have been settled and dismissed (if actually filed).

11. Although Arrow-PA has successfully operated the programs transferred from The Second Mile, the development of financial support for Arrow-PA has been more challenging than anticipated.

12. As reflected by the most recent proposal from Arrow-PA, a copy of which is attached as Exhibit “B,” during the past year, Arrow-PA has accomplished the following:

a. Arrow-PA has transitioned the physical offices to a new work space. The former office was consolidated and closed. This process included securing new office space, the physical move, and transfer of vehicle registrations.

b. Arrow PA is in the process of accreditation with the Council on Accreditation (“COA”), which requires that policies and procedures be updated and revised to align with COA requirements. In addition, forms and public relations materials were updated for consistency with Arrow-PA branding.

c. The human resources and training processes were updated to reflect Arrow-PA’s format and philosophy, including the adoption of Arrow-PA’s stringent background clearance procedure. Potential employees and volunteers must complete the necessary steps to complete both local and federal background checks and clearances prior to interacting with clients. Arrow-PA also receives notification when there is a change or update to an employee’s or volunteer’s background information.

d. Following the transfer, two employees formerly employed by The Second Mile were transitioned to Arrow-PA, received orientation and completed Arrow’s new hire training.

e. Due to both the transition and COA requirements, all human resources materials and procedures were reviewed and revised to meet the applicable standards and employees attended applicable trainings to strengthen service provision.

13. Despite the transition, and contact with prior donors to The Second Mile, Arrow-PA’s fundraising efforts still have yet to gain the traction and support necessary to make Arrow-PA self-sufficient.

14. Fundraising will be a key organizational component as Arrow-PA moves forward in 2014-2015.

15. Despite the lack of satisfactory funding levels or adequate fundraising, Arrow-PA successfully presented the following programs and services during the past year:

a. Summer Blast Events – Two separate four hour events were held to provide a social, team-building experience for children, families and staff. The events were enjoyed by 19 volunteers, 40 children and 24 parents. Children served by the previous Challenge Camp, Friend Fitness, and Friend programs invited to participate.

b. Leadership Quest Conference – The Leadership Quest Conference for high school students was held November 10-13, 2013 in State College. Arrow-PA served 104 students, 23 faculty mentors, and 21 teams from twelve counties. Over the four-day conference, students and staff participated in over 60 sessions geared towards building leadership skills and encouraging students to take a role in the leadership of their schools. Arrow-PA staff worked with the teams after the conference to encourage program completion. Arrow-PA staff remain available for reviewing progress reports and conducting site visits when the team requests it.

c. Friend Fitness – The Friend Fitness Program was revitalized on December 12, 2013 in new space at the State College YMCA, and currently has five student and mentor teams. Arrow-PA is actively recruiting new mentors and mentees.

d. Friend Program – The Friend Program currently operates at two sites – Lock Haven University (serving students from Clinton and Lycoming Counties) and Our Lady of Victory Church (serving students from Centre and Mifflin Counties). Arrow-PA has served over 30 children this winter, even with the extreme weather which led to several program cancellations. Multiple events are planned for the balance of 2014.

16. In addition, Arrow-PA is committed to program development and outreach as part of its fundraising efforts:

a. Youth Development Program staff has been meeting with local family

service agencies to promote Arrow-PA services.

b. Arrow-PA staff has been invited to participate in roundtables and legislative breakfasts, as well as meetings and events for the Centre County Council for Human services and Jana Marie Foundation (suicide prevention).

c. Arrow-PA is collaborating with the Centre Daily Times to actively promote positive parenting.

d. Arrow-PA contributes regular articles to the Centre Daily Times and works with Centre County Fathering to develop resources including a new website.

17. In order to accomplish all of the programs and efforts detailed in this Petition, Arrow-PA has had to use other funding to continue these programs beyond the amount transferred by The Second Mile.

18. Accordingly, Arrow-PA requires additional immediate funds to continue the programs and has requested that The Second Mile transfer an additional \$300,000 to it at this time to fund programs and fundraising for an additional 12 months.

19. Such additional funds would assure that the programs transferred to Arrow-PA from The Second Mile would continue for another year, as the donors would have desired, and, in addition, allow Arrow-PA to enhance its fundraising efforts in order to insure the further continuation of the programs without regard or need for further funds from The Second Mile.

20. The Second Mile currently has net assets, as reflected by its April 2014 Asset and Liability List, a copy of which is attached as Exhibit "C," in excess of \$2 million, including restricted assets (Endowment Funds) of \$596,932.31. The exact value of these assets is dependent on the sale price of the CFE land held by the Second Mile, which was appraised at \$910,000 but is listed for sale at \$2,100,000.

21. The Second Mile Endowment Fund was established by The Second Mile to

provide donors – through direct contributions and estate bequests – the opportunity to contribute money which would be held as principal in a restricted account for the purpose of providing a permanent source of income for the operation of programs by The Second Mile.

22. As of April 30, 2014, the Endowment Fund had a balance of \$596,932.31, which generates available cash of approximately \$20,000 per year pursuant to The Second Mile’s Endowment Fund Policies.

23. These restricted assets are invested in a separate fund, known as “The Second Mile Endowment Fund” (“Endowment Fund”), Account No. 127312 at SEI Private Trust Company and managed by MML Investors Services, Inc. A true and correct copy of the Endowment Fund statement for April, 2014 is attached as Exhibit “D.”

24. This Supplemental Petition proposes to transfer the entire Endowment Fund to Arrow-PA, which has agreed to maintain it as an Endowment Fund for support of programs in accordance with (a) Arrow-PA’s Endowment Fund Policy, a copy of which is attached as Exhibit “E” and (b) Pennsylvania law, as follows:

“To the extent the source of the funds are from The Second Mile Endowment Fund or from any other Pennsylvania source, Pennsylvania law shall apply to and govern that portion of the Endowment Fund, which shall be maintained as a segregated account within the General Fund (to be designated as the ‘Pennsylvania Endowment Fund’), and this Section E shall constitute an election to comply with Section 5548 of the Pennsylvania Nonprofit Corporation Law of 1988, 15 Pa. C.S. § 5548, rather than Texas Uniform Prudent Management of Institutional Funds Act Section 163.001 et seq. Texas Property Code (‘Texas UPMIFA’), as to funds maintained in that segregated account, notwithstanding any contrary provisions in this Policy. Arrow shall at all times comply with the Pennsylvania Solicitation of Funds for Charitable Purposes Act, 10 P.S. §§ 162.1 et seq., including, but not limited to, maintaining its registration status with the Pennsylvania Department of State, Bureau of Charitable Organizations, to conduct public fundraising campaigns and file the required annual reports with such Bureau. Notwithstanding anything to the contrary in this Policy, this Section E may not be

amended by the Committee or the Board of Arrow without the approval of the Court of Common Pleas of Centre County, Pennsylvania, Orphans' Court Division, and after notice to the Pennsylvania Office of Attorney General. Any provisions of this Policy which are inconsistent with or contrary to Pennsylvania law, as it may be amended, shall be deemed ineffective and inapplicable to the funds in such segregated Pennsylvania Endowment Fund." (See Exhibit "E.")

25. The Second Mile also proposes to transfer ten (10) used computers, which have no value to The Second Mile, and are simply maintained in storage, to Arrow-PA. All information contained on those computers has been duplicated and archived in its original form, and removed from the hard drives of those computers.

26. The Second Mile and Arrow-PA have agreed to the terms of the proposed transfers by a written agreement entitled "Limited Asset Transfer Agreement," a copy of which is attached as Exhibit "F," together with copies of the exhibits to that Agreement.

27. At a Special Meeting of its Board of Directors of The Second Mile held on May 6, 2014, Petitioners, on behalf of The Second Mile, have approved the requested transfer of \$300,000, ten (10) used computers and the Endowment Fund to Arrow-PA, as reflected by the terms of the Limited Asset Transfer Agreement, subject to the restrictions set forth in this Supplemental Petition. A true and correct copy of the Resolution approving this transfer is attached as Exhibit "G."

28. Arrow-PA's Board of Directors approved the acceptance of these transfers, as reflected by the terms of the Limited Asset Transfer Agreement, by Written Consent in Lieu of Meeting of Directors dated May 14, 2014. A true and correct copy of the Written Consent is attached as Exhibit "H."

LEGAL FRAMEWORK.

29. All charitable organizations in the Commonwealth of Pennsylvania are subject to supervision by both the Orphans' Court and the Attorney General, exercising her parens patriae

powers, as acknowledged by the Pennsylvania Supreme Court in In re Pruner's Estate, 390 Pa. 529 (1957).

30. This Court has exclusive jurisdiction over The Second Mile and its assets pursuant to Section 711(21) of the Probate, Estates and Fiduciaries Code ("PEF Code"), 20 Pa.C.S.A. § 711(21), and Pennsylvania Rule of Judicial Administration 2156, Pa.R.J.A. No. 2156.

31. The Pennsylvania Nonprofit Law governs and restricts the operations of nonprofit charities such as The Second Mile. Such organizations are not permitted to take any action which would result in a fundamental change or disposition of assets without Orphans' Court approval.

32. Assets of a nonprofit corporation cannot be "diverted from the objects to which [they were] donated, granted or devised" without an order of the Orphans' Court approving the disposition of the property. 15 Pa.C.S.A. § 5547(b).

33. In the event a nonprofit corporation determines to dispose of property committed to charitable purposes in any manner other than as donated, granted or devised, the nonprofit corporation also must obtain Orphans' Court approval prior to any disposition of property. 15 Pa.C.S.A. § 5976(b).

34. The limited transfer described in this Supplemental Petition constitutes the only major expenditure by The Second Mile which, except for expenses necessary in the ordinary course, otherwise intends to preserve its remaining assets for use in its continuing efforts to resolve victim claims and, as required, respond to governmental investigations or subpoenas for documents and testimony.

35. Thus, once the limited transfers requested by this Supplemental Petition are completed, if approved by the Court, The Second Mile will focus solely on (a) its continuing

efforts to resolve still pending victim claims; (b) responding to external investigations and litigation to the extent required, including coordination with insurance companies; (c) maintaining its Bernal Road Property as necessary and continuing its efforts to sell that Property and convert it to cash; and (d) expenses necessary in the ordinary course.

36. The foregoing limited asset transfer will permit the Friend Program, Friend Fitness Program and Leadership Institute to continue and, under the circumstances detailed in this Supplemental Petition, is consistent with the charitable purposes to which the money was donated, granted or devised to The Second Mile.

37. Further, this limited transfer of assets to Arrow-PA will afford Arrow-PA the additional time and opportunity to (a) generate ongoing financial support for the transferred programs and (b) reestablish the financial support base formerly enjoyed by The Second Mile.

38. To the extent Arrow-PA is successful in establishing a firm basis of financial support going forward, additional and expanded programs originally developed by The Second Mile, including, but not limited to, the summer Challenge Camp Program, may be operated by Arrow-PA.

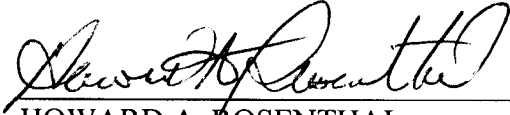
39. Following the satisfactory resolution of any and all outstanding claims, and the conclusion of any ongoing investigations and litigation, The Second Mile intends to file a Petition for Dissolution with respect to any then remaining assets, subject to approval of the Attorney General and this Court.

40. In accordance with this Court's Order of September 4, 2012, counsel for all remaining victims (who have not settled their claims), the Pennsylvania State University and the Attorney General of the Commonwealth of Pennsylvania are contemporaneously receiving copies of this Supplemental Petition and shall have thirty days to review the Supplemental Petition.

WHEREFORE, as the ability of The Second Mile to carry out its charitable purpose has been severely compromised and as the supplemental proposal proffered by Arrow-PA continues to most closely approximate that purpose and the donors' intent, Petitioners request that this Supplemental Petition for Limited Distribution of Assets of The Second Mile be granted as follows:

- a. The Court's September 4, 2012 stay of proceedings shall be lifted to the extent required by the Order.
- b. The Second Mile shall be authorized to transfer the sum of \$300,000 and the ten (10) used computers, as described in this Supplemental Petition, to Arrow-PA.
- c. The Endowment Fund of The Second Mile may be transferred to Arrow-PA subject to the restrictions set forth in the Supplemental Petition and Arrow-PA's Endowment Policy.
- d. All remaining assets of The Second Mile shall be retained by The Second Mile, subject to regular and necessary business expenses as more fully set forth in this Supplemental Petition, pending final disposition of all litigation, claims or related matters or further Order of this Court.
- e. The Court shall grant such additional relief as it deems necessary and proper.

OF COUNSEL:
ARCHER & GREINER, P.C.
One Liberty Place
Thirty-Second Floor
1650 Market Street
Philadelphia, PA 19103-7393
Telephone: (215) 963-3300
Facsimile: (215) 963-9999
11009029v1



HOWARD A. ROSENTHAL
GARY D. FRY
Attorneys for Petitioners

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS
OF THE 49th JUDICIAL DISTRICT OF PENNSYLVANIA
CENTRE COUNTY
CIVIL DIVISION – ORPHANS’ COURT

RECEIVED
COURT CLERK
CENTRE COUNTY
PENNSYLVANIA
APR 22 2013

FILED FOR RECORD
2013 APR 22 P 4: 42

**In Re: The Second Mile;
Motion to Lift Stay and Amended Petition
for Limited Distribution of Assets and
Incremental Program Transfer of The
Second Mile Pending Dissolution**

NO. 14-12-0255 of 2011

MEMORANDUM OPINION

This matter is before the Court on the Petitioner’s “Motion to Lift Stay and Amended Petition for Limited Distribution of Assets and Incremental Program Transfer of The Second Mile Pending Dissolution” (hereinafter, “Amended Petition”).

At issue is a proposed transfer from The Second Mile to Arrow Child & Family Ministries and its affiliate, Arrow Family & Child Ministries of Pennsylvania (hereinafter, collectively “Arrow”) of Two-Hundred Thousand Dollars (\$200,000.00), The Second Mile participant, donor and program databases and information, and various small assets including a seven-year-old van, a sixteen-year-old van, and various office supplies and equipment.

The Court finds the proposed transfers to be *de minimis*, constituting less than 5 per cent (5%) of the total assets of The Second Mile. Furthermore, the Court recognizes that The Second Mile has continued to operate as a charity pursuant to the stipulation of the parties entered as an Order of Court on September 4, 2012. To that end, The Second Mile has operated its programs in its normal course of business, incurring costs and expenses. If the Court did not approve this transfer, The Second Mile would continue to run its programs until the available cash would be depleted and therefore the cash at issue would not be available to the plaintiffs in pending tort

actions regardless of the Court's resolution of the transfer petition. There will be essentially no net loss to the prospective plaintiffs by the approval of this transfer. The transfer of funds and program information that benefits at-risk and deprived children prevents the extremely effective programs from being denied to those in need. The transfer of the Two-Hundred Thousand Dollars (\$200,000.00), database information, and various office equipment and supplies will permit programs to continue that are of immense benefit to children and their families.

Furthermore, the Court notes that no objections were filed to the transfer itself within thirty (30) days of the filing of this petition. A Response was filed, but not to the proposed distribution. Rather, John Doe B's proposed that the Court take jurisdiction over Arrow. However, oversight of charitable organizations in Pennsylvania is reserved to the Attorney General. Moreover, there is no need to bring Arrow into the action as a party. Only a proposed transfer is currently before the Court. Thus, the objections proffered in the Response do not create a substantial impediment to the proposed transfer of assets.

Finally, it is noted that counsel for John Doe B, the lone party who filed a response to the Amended Petition, agreed that the proposed order signed today by the Court was appropriate. *See* "Petitioner's Reply to John Doe B New Matter to Motion to Lift Stay and Amended Petition for Limited Distribution of Assets," Exhibit C.

Attorney for the Petitioner is hereby ORDERED to serve a copy of this Order on the Attorney General and all parties of interest who have been previously served with a copy of the Amended Petition.

For the foregoing reasons, the Court enters the following Order:

IN THE COURT OF COMMON PLEAS
OF THE 49th JUDICIAL DISTRICT OF PENNSYLVANIA
CENTRE COUNTY
CIVIL DIVISION – ORPHANS' COURT

FILED FOR RECORD
2013 APR 22 P 4:12

IN RE: THE SECOND MILE
Petition for Limited
Distribution of Assets

No. 14-12-0255 of 2012

ORDER

AND NOW, this 17th day of April, 2013, upon consideration of the Motion to Lift Stay and Amended Petition for Limited Distribution of Assets filed by The Second Mile, and any and all responses thereto, it is hereby ORDERED that the Petition is GRANTED as follows:

- a. The Court's September 4, 2012 stay of proceedings is lifted to the extent required by the Order;
- b. The Second Mile's Plan for the transfer of intellectual property and the sum of \$200,000 to Arrow and Arrow – PA is approved.
- c. All remaining assets of The Second Mile shall be retained by The Second Mile, subject to regular and necessary business expenses as more fully set forth in this Amended Petition, pending final disposition of all litigation, claims or related matters and further Order of this Court.

BY THE COURT



WILLIAM F. MORGAN, S.J.
Specially Presiding

EXHIBIT “B”



Dear Dave:

This letter request summarizes our activities over the past year and our planned goals and objectives, assuming we are able to obtain the minimum funding necessary to support these continued activities.

THE TRANSITION PROCESS.

Over the past year, Arrow Child & Family Ministries Youth Development Program accomplished several tasks towards finalizing the transition of The Second Mile's programs. To do so, various strides were taken to establish a strong new brand under the Arrow umbrella of services and publicizing those services available for youth to the community at large.

The first several months of the fiscal year were comprised of transitioning the physical offices to a new work space. The former office was consolidated and closed. This process included securing new office space, the physical move, and transfer of vehicle registrations.

Arrow Child & Family Ministries was in the process of preparing for accreditation with the Council on Accreditation (COA), when the Youth Development Program joined the agency. As such, the Youth Development Program is included in the COA accreditation. In order to comply with COA's rigorous standards, several policies and procedures were updated and revised to align with Arrow and COA requirements. Forms and public relations materials were updated for consistency with Arrow branding. The Youth Development Program also completed its portion of the COA Self-study to demonstrate readiness for the onsite visit that will occur on March 31, 2014.

Through the transition process the human resources and training processes were updated to reflect Arrow's format and philosophy. An area of emphasis in the transition was to adopt Arrow's stringent background clearance procedure. Potential employees and volunteers must complete the necessary steps to complete a local and federal background check and clearance prior to interacting with clients alone. Arrow also receives notification when there is a change or update to an employee's or volunteer's background information. During the transfer, two employees were transitioned to Arrow, received orientation, and completed Arrow's new hire training. Due to both the transition and COA, all human resources materials and procedures were reviewed and revised to meet the applicable standards. Employees attended applicable trainings to strengthen service provision. One employee resigned from Arrow's Youth Development Program in December, and a new employee was vetted and hired. She has completed all new hire training required and is actively growing the Friend Fitness program.

Development and funding continue to be a focus for activity. Efforts were made to keep in contact with donors through the transition process to keep them abreast of giving opportunities. All fund development materials were updated for Arrow branding.

PROGRAMMING AND SERVICES.

In the area of programming and services, youth in the community have continued to benefit from the Youth Development Program's initiatives. The following is a snapshot of activities that have been completed for children and families in the past year:

- Summer Blast Events - Two separate four hour events were held to provide a social, team-building experience for children, families and staff. The events were enjoyed by 19 volunteers, 40 children, and 24 parents. Children served by the previous Challenge Camp, Friend Fitness, and Friend programs were invited to participate.
- Leadership Quest Conference - The leadership conference for high school students was held November 10-13, 2013 in State College. Arrow served 104 students, 23 faculty mentors, and 21 teams from twelve counties. Over the four-day conference, students and staff participated in over 60 sessions geared towards building leadership skills and encouraging students to take a role in the leadership of their schools. Arrow staff works with the teams post-conference to encourage program completion. Arrow staff is available for reviewing teams' progress reports and conducting site visits when the team requests it.
- Friend Fitness - Friend Fitness was revitalized on December 12, 2013 in our new space at State College YMCA. Friend Fitness experienced a lull in the transition of a new staff member, but currently has five student and mentor teams. Arrow is actively recruiting new mentors and mentees thanks to the energy and initiative of our new employee.
- Friend Program - The Friend Program currently operates at two sites - Lock Haven University (serving students from Clinton and Lycoming Counties) and Our Lady of Victory Church (serving students from Centre and Mifflin Counties). Arrow has served over 30 children this winter, even with the extreme weather which led to several cancellations. Two events are planned for April 2014; and, planning has been initiated for three summer events to provide continuance of service into the fall.

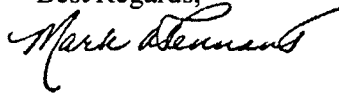
Arrow is committed to program development and outreach. Youth Development Program staff has been meeting with local family service agencies to promote Arrow's services. Arrow staff has been invited to participate in roundtables, legislative breakfasts, as well as meetings and events for the Centre County Council for Human Services and Jana Marie Foundation (suicide prevention). Arrow is collaborating with the Centre Daily Times to actively promote positive fathering. Arrow has contributed to regular articles in Centre Daily Times and worked with Centre County Fathering, to develop resources including a new website.

Arrow Youth Development Program is excited about the next year. With renewed energy from a COA accreditation, as well as the addition of a new staff member, Arrow plans to grow existing programs, as well as meet ongoing needs in the community through collaboration and new program initiatives.

REQUEST FOR TRANSFER OF FUNDS.

While these have been positive steps in moving the programs forward, our fund raising efforts still have to gain additional traction before the Arrow Youth Development Program can be self-sufficient. Fund raising will be a continued and key requirement as we move forward in 2014. In order to meet the goals for this year and move towards self-sufficiency, we request that The Second Mile consider another transfer of funds for \$300,000 consistent with what was done last year at this time. The ground work we did last year, the enhanced focus on fund raising and the additional funds you could provide would position the program to help youth in need for many years to come.

Best Regards,



Founder/CEO
Arrow Child & Family Foundation

EXHIBIT “C”

APRIL 2014 Asset and Liability List*

Assets

Cash \$ 820,014

Endowment \$ 596,932

Subtotal \$ 1,416,946

Real Estate

CFE land \$ 910,000 (\$910K appraised value, \$2.1M listed value)

Total \$ 2,326,946

Liabilities

Accounts Payable \$ 150,000

Land Sales Closing Cost \$ 100,000

Total \$ 250,000

Net assets \$ 2,076,946

***Note:** Estimated as of April 30th, 2014

EXHIBIT “D”

MML Investors Services, Inc.
A MassMutual Company

1295 State Street
Springfield, MA 01111

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Your monthly portfolio statement

April 1, 2014 - April 30, 2014

The Second Mile Endowment Fund

Your financial advisor

David M. Becker-A037

Account included in this statement

127312	The Second Mile Endowment Fund
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It is a privilege to service your account(s). Please review this statement for accuracy. Should you have any questions about this statement or your account(s) held at the SEI Private Trust Company (SPTC), please contact your investment professional within 30 days.

This statement has been designed to keep you up-to-date on your account(s) held at the SPTC. As custodian of your assets, SPTC recognizes that the safety and security of your assets are of critical importance to you. As such, we want you to know that SPTC has numerous safeguards in place to protect your account(s), including regular examinations by both independent auditors and SPTC's bank regulator, the Office of the Comptroller of the Currency. Our commitment to data security helps ensure that your personal information is kept confidential and that you receive the highest level of privacy.

DTCC - 2039

Second Mile Fund
P.O. Box 802
Lemont, PA 16851

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Your portfolio summary - 127312 The Second Mile Endowment Fund

Activity

	This period (\$)	Year to date (\$)
Beginning market value	598,054.14	590,325.43
Amount you deposited	0.00	0.00
Withdrawals and fees	-1,187.99	-2,366.52
Security transfers	0.00	1.14
Change in account value	66.16	8,972.26
Market value on Apr 30, 2014	\$596,932.31	\$596,932.31

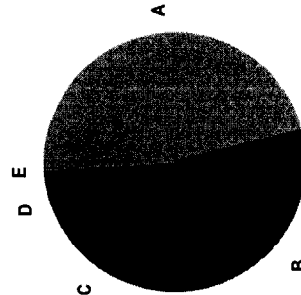
Income earned

	This period (\$)	Year to date (\$)
Taxable income	419.98	2,352.59
Tax-exempt income	0.00	0.00
Tax-deferred income	0.00	0.00
Total income earned	\$419.98	\$2,352.59

This summary is for your reference. It is not intended for tax-reporting purposes. Taxable income is taxable at the federal level and may be taxable at the state level. The market value of your portfolio on April 30, 2014 includes a realized capital gain of \$5,289.13. Gains may or may not be taxable based on the account type. Please tell your Financial Advisor right away if your financial situation or investment objectives change.

Asset allocation on April 30, 2014

	Market value (\$)	Percent
A Domestic Equities	279,381.52	46%
B Domestic Fixed Income	185,916.57	31%
C International Equities	86,826.66	15%
D International Fixed Income	39,488.14	7%
E Cash & Equivalents	5,319.42	1%
Total of your portfolio	\$596,932.31	100%



Your account holdings on April 30, 2014

	Number of shares	Share price (\$)	Market value (\$)	Cost basis (\$)	Unrealized gain or loss (\$)	Estimated annual income (\$)
127312 The Second Mile Endowment Fund						
<i>Domestic Equities</i>						
Large Cap Value Fund (TRMVX)	4,905.32	24.89	122,093.41	81,200.91	40,892.50	1,322.47
Large Cap Growth Fund (SELGX)	3,618.01	32.34	117,006.57	64,458.85	52,547.72	262.67
Small Cap Value Fund (SESVX)	889.45	24.94	22,182.91	16,238.11	5,944.80	120.88
Small Cap Growth Fund (SSCGX)	708.92	25.53	18,098.63	9,866.99	8,231.64	0.50
Total Domestic Equities			\$279,381.52	\$171,764.86	\$107,616.66	\$1,706.52
<i>International Equities</i>						
International Equity Fund (SEITX)	8,437.97	10.29	86,826.66	80,695.21	6,131.45	1,076.68
Total International Equities			\$86,826.66	\$80,695.21	\$6,131.45	\$1,076.68
<i>Domestic Fixed Income</i>						
Core Fixed Income Fund (TRLVX)	16,322.79	11.39	185,916.57	173,239.54	12,677.03	5,166.33
Total Domestic Fixed Income			\$185,916.57	\$173,239.54	\$12,677.03	\$5,166.33
<i>International Fixed Income</i>						
Intl Fixed Income Fund (SEFIX)	3,697.39	10.68	39,488.14	40,472.44	-984.30	215.19
Total International Fixed Income			\$39,488.14	\$40,472.44	-\$984.30	\$215.19
<i>Cash & Equivalents</i>						
Prime Obligation Fund (TPRXX)	3,264.65	1.00	3,264.65	3,264.65	0.00	0.33 (i)
Prime Obligation Fund (TPRXX)	2,054.77	1.00	2,054.77	2,054.77	0.00	0.21
Total Cash & Equivalents			\$5,319.42	\$5,319.42	\$0.00	\$0.54
Total for your portfolio			\$596,932.31	\$471,491.47	\$125,440.84	\$8,165.26

Details of your transactions

Date	Description	Amount (\$)
127312 The Second Mile Endowment Fund		
April 1, 2014	Cash Receipt of Dividend Earned on Prime Obligation Fund (TPRXX) Dividend from 3/1/14 to 3/31/14	0.03
April 1, 2014	Purchased 0.03 Units of Prime Obligation Fund (TPRXX) Reinvestment of Income Received 3/31/14	-0.03
April 1, 2014	Cash Receipt of Dividend Earned on Prime Obligation Fund (TPRXX) Dividend from 3/1/14 to 3/31/14	0.03
April 1, 2014	Purchased 0.03 Units of Prime Obligation Fund (TPRXX) Reinvestment of Income Received 3/31/14	-0.03
April 1, 2014	Cash Receipt of Dividend Earned on Core Fixed Income Fund (TRLVX) Dividend from 3/1/14 to 3/31/14	419.92
April 1, 2014	Purchased 37.095 Units of Core Fixed Income Fund (TRLVX) @ \$11.32	-419.92
April 2, 2014	Fed Basis of Core Fixed Income Fund (TRLVX) Adjusted by \$8.32 Old: \$0.00 /New: \$8.32 SEI Fund 64 NAV Correction	0.00
April 2, 2014	State Cost of Core Fixed Income Fund (TRLVX) Adjusted by \$8.32 Old: \$0.00 /New: \$8.32 SEI Fund 64 NAV Correction	0.00

continued on next page

Details of your transactions (continued)

Date	Description	Amount (\$)
127312	The Second Mile Endowment Fund (continued)	
April 8, 2014	MMLISI Advisory Fee Collected	-1,187.99
	Fees for The Period	
	Calculation Breakdown:	
	\$14.0000/\$1000 on \$250,000.00 = \$3,500.00	
	\$10.5000/\$1000 on \$250,000.00 = \$2,625.00	
	\$7.0000/\$1000 on \$94,789.52 = \$663.53	
	Less 30.00% Discount Of: \$2,036.56 ***	
	Taken Every 3 Months Means 25.0000%	
	of The Annual Amount Is Now Due Or: \$1,187.99	
	\$1,187.99 Charged to Principal	
April 9, 2014	Sold 1,187.99 Units of Prime Obligation Fund (TPRX)	1,187.99

Review this statement to ensure accuracy. If you find any errors or omissions, contact the Custodian through your investment advisor representative in writing or by telephone within 30 days. This statement will be deemed binding after 30 days. A more detailed statement of these transactions may be obtained upon written request (pursuant to 12 C.F.R. 551.90).

Please contact your advisor if there have been any changes in your financial situation or investment objectives, or to modify existing restrictions. The Investment Advisers Act of 1940 requires investment advisors to either 1) deliver annually to clients a complete updated ADV Part 2A or 2) deliver annually a summary of material changes to their ADV Part 2A and offer to provide the client with a complete updated ADV Part 2A. Should you receive a summary but would prefer a complete updated ADV Part 2A, please send a written request to your Investment Advisor Representative.

Your account is not insured by the Federal Deposit Insurance Corporation (FDIC) or the Securities Investor Protection Corporation (SIPC). While custody accounts are not insured by the FDIC, certain underlying assets held in some custody accounts, like bank CDs, and certain corporate debt covered under the Temporary Liquidity Guarantee Program, may carry FDIC insurance subject to FDIC rules.

Unless otherwise indicated, your Fund holding is part of the SEI family of funds. The SEI Institutional Investments Trust is referred to as SIT.

Valuations are from industry sources believed to be reliable, but are not guaranteed. Prices are provided as a general indication of market value and may differ from actual market prices or resale values. Assets which are not publicly traded may reflect values from external sources other than pricing vendors, and may be valued less frequently than other publicly traded securities. Assets for which a current value is not available may reflect at a nominal value of \$0.01 or another de minimus amount. Your investments may lose value. Certain securities may not be valued daily such as fixed income.

If you have purchased the RetireOne Transamerica II annuity for your IRA account, you will receive a supplemental custodial statement for this asset.

Custodian: SEI Private Trust Company (SPTC), Oaks, PA 19456-1099. If you are using our Personal Trust Services, SPTC may also be acting as a full discretion trustee, an investment directed trustee, or an agent for trustee for your account. SPTC is a wholly owned subsidiary of SEI Investments.

EXHIBIT "E"

**ENDOWMENT FUND POLICY
OF
ARROW CHILD & FAMILY MINISTRIES**

On this 20th day of March, 2012, the Board of Directors of Arrow Child & Family Ministries (“Arrow”) does hereby adopt the following Arrow Endowment Fund Policy to be used in operating and administering permanent endowment gifts received by donors to the Arrow Endowment Fund (the “Endowment Fund”).

Preamble

This Arrow Endowment Fund Policy is hereby established in order to receive a transfer of funds from The Second Mile Endowment Fund and to further provide an opportunity for donors to contribute funds and/or property to this Endowment Fund which shall be accumulated as principal in the Fund for the purpose of providing a permanent source of income in furtherance of Arrow’s charitable purpose of caring for underprivileged children and all other purposes incident thereto.

A. Endowment Committee and Duties

1. The Endowment Committee of Arrow Child & Family Ministries (the “Committee”) is hereby established to be the Board of Directors of Arrow, except that the Board of Directors may delegate this authority to a committee established pursuant to Article IV of Arrow’s Bylaws.
2. The Committee shall be authorized to accomplish the necessary transactions as directed by the directives herein and the decisions of the Committee.
3. The Committee shall inform friends of Arrow and The Second Mile as to ways endowment gifts may be made to benefit Arrow’s ministry.
4. The Committee, shall invest the funds, use the proceeds therefrom, shall maintain the books and records and otherwise, all in accordance with this Endowment Fund Policy and the Texas Uniform Prudent Management of Institutional Funds Act (the “Act”), except as provided in paragraph E(2)(a).
5. The member of the Committee designated as the Treasurer, shall maintain a record of the amount received and the name of each donor. The Treasurer shall maintain a record of fund transfers and expenditures from the Fund, and keep the books and records of the Endowment Fund, maintaining separately the General Fund from the Special Fund, if any.

B. Donations

1. The Committee shall receive all of the funds from The Second Mile Endowment Fund into the General Fund.
2. The Committee may receive donations from any source, on an inter vivos or testamentary basis, in cash or in other property acceptable to the Committee.
3. All legacies and gifts that are not designated for a specific purpose shall become a part of the General Fund of the Endowment Fund.
4. All legacies and gifts which are designated for a specific purpose, or for other reasons require separate administration, will be separately administered according to the terms of the gift instrument. Donors to the Endowment Fund are encouraged to direct gifts of less than \$25,000 to the General Fund of the Endowment Fund.
5. Any donations made subject to donor restrictions agreeable to the donor and the Committee shall be held in a Special Fund and shall be administered according to the specific direction in the gift instrument.

C. General Endowment Fund

1. A permanent fund is hereby established known as the General Fund of the Arrow Endowment Fund.
2. The General Fund is established for the purpose of providing donors of Arrow and The Second Mile the opportunity to make charitable gifts to the Endowment Fund that will become a permanent source of financial support to Arrow's programs.
3. The General Fund is established to provide annual income in furtherance of Arrow's charitable purpose of funding Arrow's programs which are established for the caring of underprivileged children and all other purposes incident thereto.
4. The objectives of the General Fund are to conserve principal and make use of the total return from the fund as described below.

D. Investment of Endowment Funds

1. The objectives of the Endowment Fund will be to invest the funds in good faith and with the care of an ordinarily prudent person in a like position would exercise under similar circumstances.

2. In managing and investing the funds, the Committee will consider the following factors:
 - a. General economic conditions;
 - b. The possible effect of inflation or deflation;
 - c. The reasonable likelihood of a reasonable return in the form of income and the appreciation of the investment;
 - d. The needs of the Fund to make distributions and to preserve capital;
 - e. The current need for income and the need for capital appreciation to offset the effects of inflation; and
 - f. Other similar conditions and circumstances.

E. Use and Administration of Endowment Funds and Limitations

1. All Funds in the Special Fund shall be used in a manner consistent with the direction in the gift instrument, from which the funds were received.
2. The Funds in the General Fund shall be used as follows:
 - a. To the extent the source of the funds are from The Second Mile Endowment Fund or from any other Pennsylvania source, Pennsylvania law shall apply to and govern that portion of the Endowment Fund, which shall be maintained as a segregated account within the General Fund (to be designated as the "Pennsylvania Endowment Fund"), and this Section E shall constitute an election to comply with Section 5548 of the Pennsylvania Nonprofit Corporation Law of 1988, 15 Pa. C.S. § 5548, rather than Texas Uniform Prudent Management of Institutional Funds Act Section 163.001 et seq. Texas Property Code ("Texas UPMIFA"), as to funds maintained in that segregated account, notwithstanding any contrary provisions in this Policy. Arrow shall at all times comply with the Pennsylvania Solicitation of Funds for Charitable Purposes Act, 10 P.S. §§ 162.1 et seq., including, but not limited to, maintaining its registration status with the Pennsylvania Department of State, Bureau of Charitable Organizations, to conduct public fundraising campaigns and file the required annual reports with such Bureau. Notwithstanding anything to the contrary in this Policy, this Section E may not be amended by the Committee or the Board of Arrow without the approval of the Court of Common Pleas of Centre County, Pennsylvania, Orphans' Court Division, and after notice to the Pennsylvania Office of Attorney General. Any provisions of this Policy which are inconsistent with or contrary to Pennsylvania law, as it may be amended, shall be deemed ineffective and inapplicable to the funds in such segregated Pennsylvania Endowment Fund.

- b. To the extent the source of the funds are from any other source, the use of those funds shall be governed by the Texas UPMIFA.
3. All expenditures from the General Fund shall be used for the furtherance of Arrow's charitable purpose of caring for underprivileged children and other similar purposes incident thereto.

F. Liability

In the absence of gross negligence or fraud, no member of the Committee or any agent acting on behalf of the Endowment Fund or the Committee shall be liable for any action made or omission with respect to the administration, investment or use of the Endowment Fund. The resources of the Endowment Fund shall be available and used for the indemnification of any member of the Committee or any agent acting on behalf of the Endowment Fund or the Committee and they shall be provided the greatest indemnification protection offered under the Texas Business Organization Code for governing persons of organizations.

G. Amendments

Technical corrections and amendments to this Endowment Fund Policy which do not alter the stated purpose of the policies stated herein may be made only by a two-thirds (2/3rds) vote of the members of the Committee. No amendment to this policy may be made which contravenes the Act.

H. Severability

Each provision, section, part and term of this Endowment Fund Policy shall be considered severable. If any provisions, sections, parts or terms of this Endowment Fund Policy shall be validly adjudged unenforceable, such unenforceability shall attach only to such provisions, sections, parts or terms and shall not affect or render invalid or unenforceable any other provision, section, part or term of this Endowment Fund Policy and the latter will continue to be given full force and effect and bind the parties hereto. The invalid provision, section, part or term shall be deemed not to be part of this Endowment Fund Policy.

I. Governing Law and Jurisdiction

This Endowment Fund Policy has been made under and shall be construed and enforced in accordance with the laws of the State of Texas.

THIS ENDOWMENT FUND POLICY WAS ADOPTED ON THE DATE FIRST ABOVE WRITTEN IN A DULY CALLED MEETING OF THE BOARD OF DIRECTORS IN WHICH A QUORUM ATTENDED AND IT WAS APPROVED BY A MAJORITY OF THE MEMBERS OF THE QUORUM IN ATTENDANCE.



Secretary of the Board of Arrow Child
& Family Ministries

EXHIBIT “F”

LIMITED ASSET TRANSFER AGREEMENT

THIS LIMITED ASSET TRANSFER AGREEMENT (“Agreement”), dated as of May ____, 2014, is entered into between **THE SECOND MILE**, a Pennsylvania nonprofit corporation (“TSM”), and **ARROW CHILD & FAMILY MINISTRIES OF PENNSYLVANIA, INC.**, a Pennsylvania nonprofit corporation (“Arrow-PA”).

RECITALS

A. The Board of Directors of TSM previously transferred five key charitable programs – the Leadership Institute, Challenge Program, Friends Program, Friends Fitness Program and Foster Family Support Program (“Programs”) – to Arrow-PA because the continuation of TSM’s charitable programs was impracticable given the reduction in donor support and volunteers since November, 2011 and because of Arrow’s experience in operating its own similar charitable programs serving foster families and at risk youth.

B. The Court of Common Pleas of Centre County - Orphans’ Court Division (“Orphans’ Court”), by Order dated April 17, 2013, approved the transfer of the Programs, together with \$200,000 of TSM’s unrestricted funds, to Arrow.

C. In order to continue its move toward self-sufficiency and operate and grow the programs and expand its fundraising activities, Arrow-PA now seeks an additional and limited transfer of funds from TSM.

D. Arrow-PA has requested that The Second Mile transfer an additional \$300,000 to it at this time to fund programs and fundraising for an additional 12 months.

E. Such additional funds would assure that the programs transferred to Arrow-PA would continue for another year and, more critically, allow Arrow-PA to enhance its fundraising efforts in order to insure the continuation of the programs in the future without regard or need for further funds from The Second Mile.

F. The Second Mile also proposes to transfer ten (10) used computers, which have no value to The Second Mile, and are simply maintained in storage, to Arrow-PA. All information contained on those computers has been duplicated and archived in its original form, and removed from the hard drives of those computers.

G. TSM also proposes to transfer its entire Endowment Fund to Arrow-PA, which has agreed to maintain it as an Endowment Fund for support of programs in accordance with (a) Arrow-PA’s Endowment Fund Policy and (b) Pennsylvania law.

H. The Board of Directors of TSM approved the terms of this Agreement at a special meeting on May 16, 2014.

I. The Board of Directors of Arrow-PA approved the terms of this Agreement by written Consent of Directors in lieu of a Meeting of Directors.

J. The parties to this Agreement set forth the negotiated terms of this Agreement with respect to the transfer of these limited assets, and agree to cooperate with each other in

seeking approval of this Agreement by the Orphans' Court, including by providing evidence and testimony before the Orphans' Court as may be required.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, the parties agree as follows:

ARTICLE I - PROGRAMS AND ASSETS

1.1 Proposal. The Arrow Proposal is attached to this Agreement as Exhibit "A," but to the extent that this Agreement has terms which are different from or in addition to terms in the Proposal, the terms of this Agreement shall control.

1.2 Transfer of the Limited Assets. At the Closing, upon the terms and subject to the conditions hereof, TSM agrees to transfer to Arrow-PA \$300,000 and 10 used computers (as specified on Exhibit "B" to the Agreement).

1.3 Transfer of the Endowment. The funds maintained as the TSM Endowment Fund (valued at \$596,392.31 as of April 30, 2014), shall be transferred to Arrow-PA and shall be held by Arrow-PA in accordance with the restrictions of the donors, Pennsylvania law and in accordance with Arrow-PA's Endowment Fund Policy, a copy of which is attached to this Agreement as Exhibit "C."

ARTICLE II - CLOSING

2.1 Place and Date of Closing. The closing of the transactions contemplated by this Agreement shall take place at the offices of TSM, on the 30th business day after the issuance of the Order from the Orphans' Court approving the transfers contemplated under this Agreement, unless a timely appeal is filed before such date. If an appeal is filed, the closing shall not occur until the 30th business day after a final and non-appealable decision affirming the order issued by the Orphans' Court. If the Agreement and transactions contemplated by this Agreement are not approved by the Orphans' Court, then this Agreement shall be void and shall have no enforceability by any party to this Agreement.

ARTICLE III – REPRESENTATIONS OF TSM

3.1 Authority. TSM has full power and authority (a) to execute and deliver this Agreement and any ancillary agreements to which it shall be a party, to perform fully its obligations hereunder; and (b) provided it receives an order from the Orphans' Court approving such transactions, to consummate the contemplated transactions. The execution and delivery by TSM of this Agreement and any ancillary agreements to which it shall be a party, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action. This Agreement and any ancillary agreements to which TSM shall be a party have been (or, when executed, will be) duly executed and delivered by it and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, subject to an Order from the Orphans' Court approving the transaction.

3.2 Consents. Other than an Order from the Orphans' Court approving the transaction, no consent, approval, permit, authorization, or filing with any governmental

authority or any third party is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated thereby. Arrow-PA understands the *parens patriae* supervisory authority of the Attorney General of Pennsylvania over all Pennsylvania charities, like TSM, and their charitable assets, and acknowledges that a necessary, minimum pre-condition to the issuance of the Order by the Orphans' Court approving the transactions contemplated herein is the non-objection to the transaction by the Attorney General of Pennsylvania.

3.3 Transfer of Assets and Programs. The assets to be transferred pursuant to this Agreement are “property committed to charitable purposes” under Section 5547(b) of the Act and may be transferred to Arrow-PA only with the consent of the Orphans' Court under Sections 5547(b) and/or 5976(b) of the Act.

ARTICLE IV - REPRESENTATIONS OF ARROW-PA

4.1 Existence and Good Standing; Authority. Arrow-PA has the corporate power and authority to execute and deliver this Agreement and any ancillary agreements and to perform fully its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Arrow-PA of this Agreement and any ancillary agreements, the performance of its obligations under this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action. This Agreement and any ancillary agreements have been (or, when executed, will be) duly executed and delivered by Arrow-PA and constitute legal, valid and binding obligations, enforceable against Arrow-PA in accordance with their terms. Arrow-PA is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

4.2 Endowment. Arrow-PA agrees to maintain the Endowment Policy in the form attached as Exhibit “C.”

ARTICLE V - APPROVAL

5.1 Orphans' Court Approval; Right to Terminate. TSM will act diligently and reasonably to secure approval of the Orphans' Court for the transfers described in this Agreement and Arrow-PA shall agree to assist and cooperate with such efforts, including, but not limited to, producing such evidence and providing such testimony as may be requested by the Court. In the event that the Orphans' Court does not provide consent for all of the transfers set forth in this Agreement, TSM and Arrow-PA shall have no further rights or obligations under this Agreement. The parties understand that this Agreement is conditioned on obtaining a final, non-appealable Order approving the transfers contemplated by this Agreement.

ARTICLE VI – MISCELLANEOUS

6.1 Expenses. Each party shall pay all expenses incurred on behalf of such party in connection with the transactions contemplated by this Agreement, including, without limitation, all fees and expenses of each party's own counsel.

6.2 Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the Commonwealth of Pennsylvania.

6.3 Notices. Any notice or other communications required or permitted hereunder shall be in writing and delivered in person, sent by reputable overnight courier or delivery, sent by facsimile transmission or e-mail or mailed by registered or certified mail, postage prepaid, and addressed as follows:

If to Arrow-PA: Arrow Child & Family Ministries of Pennsylvania, Inc.
c/o Arrow Child & Family Ministries, Inc.
2929 FM 2920 Rd.
Spring, TX 77388
281-210-1564 (fax)
Attn: Mark Tennant, Chief Executive Officer
Mark.Tennant@Arrow.org

If to TSM: David Woodle
Chief Executive Officer
The Second Mile
P.O. Box 802
Lemont, PA 16851
dawoodle@comcast.net

With a copy to: Howard Rosenthal, Esquire
Archer & Greiner, P.C.
1650 Market Street, 32nd Floor
Philadelphia, Pennsylvania 19103
215-665-1536 (fax)
hrosenthal@archerlaw.com

or to such other address as such party may indicate by notice delivered to the other parties; provided that notice or change of address shall be effective only upon receipt thereof.

6.4 Assignment. Neither this Agreement nor any of the rights of any party hereunder may be assigned or pledged by any such party without the written consent of the other parties to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

6.5 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein. This Agreement supersedes all prior agreements (both oral and written) and understandings between the parties with respect to such subject matter.

6.6 Amendments; Waivers. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Neither the waiver by any party of a breach of or a default under any of the provisions of this Agreement, nor the failure by any party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

6.7 Public Announcements. The parties will mutually agree as to timing, form and content before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by this Agreement and shall not, except as required by Law, issue any such press release or make any such public statement prior to reaching such mutual agreement.

6.8 Miscellaneous. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one instrument and e-mail or fax signatures shall be deemed effective, valid and binding to the same extent as if such signatures were originals. Such copies can be enforced without presentation of an originally signed copy. Each party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement. Any provision, or clause thereof, of this Agreement that shall be found to be contrary to applicable law or otherwise unenforceable shall not affect the remaining terms of this Agreement, which shall be construed as if the unenforceable provision, or clause thereof, were absent from this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed by duly authorized officers this Limited Asset Transfer Agreement as of the date first above written.

THE SECOND MILE

By: David Woodle

Title: David Woodle, President

**ARROW CHILD & FAMILY MINISTRIES
OF PENNSYLVANIA, INC.**

By: _____

Title: Mark Tennant, Chief Executive Officer

6.7 Public Announcements. The parties will mutually agree as to timing, form and content before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by this Agreement and shall not, except as required by Law, issue any such press release or make any such public statement prior to reaching such mutual agreement.

6.8 Miscellaneous. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one instrument and e-mail or fax signatures shall be deemed effective, valid and binding to the same extent as if such signatures were originals. Such copies can be enforced without presentation of an originally signed copy. Each party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement. Any provision, or clause thereof, of this Agreement that shall be found to be contrary to applicable law or otherwise unenforceable shall not affect the remaining terms of this Agreement, which shall be construed as if the unenforceable provision, or clause thereof, were absent from this Agreement.

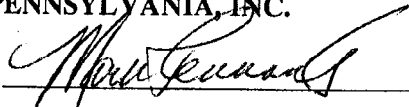
IN WITNESS WHEREOF, the parties hereto have duly executed by duly authorized officers this Limited Asset Transfer Agreement as of the date first above written.

THE SECOND MILE

By: _____

Title: David Woodle, President

**ARROW CHILD & FAMILY MINISTRIES
OF PENNSYLVANIA, INC.**

By:  _____

Title: Mark Tennant, Chief Executive Officer

EXHIBIT “A”



Dear Dave:

This letter request summarizes our activities over the past year and our planned goals and objectives, assuming we are able to obtain the minimum funding necessary to support these continued activities.

THE TRANSITION PROCESS.

Over the past year, Arrow Child & Family Ministries Youth Development Program accomplished several tasks towards finalizing the transition of The Second Mile's programs. To do so, various strides were taken to establish a strong new brand under the Arrow umbrella of services and publicizing those services available for youth to the community at large.

The first several months of the fiscal year were comprised of transitioning the physical offices to a new work space. The former office was consolidated and closed. This process included securing new office space, the physical move, and transfer of vehicle registrations.

Arrow Child & Family Ministries was in the process of preparing for accreditation with the Council on Accreditation (COA), when the Youth Development Program joined the agency. As such, the Youth Development Program is included in the COA accreditation. In order to comply with COA's rigorous standards, several policies and procedures were updated and revised to align with Arrow and COA requirements. Forms and public relations materials were updated for consistency with Arrow branding. The Youth Development Program also completed its portion of the COA Self-study to demonstrate readiness for the onsite visit that will occur on March 31, 2014.

Through the transition process the human resources and training processes were updated to reflect Arrow's format and philosophy. An area of emphasis in the transition was to adopt Arrow's stringent background clearance procedure. Potential employees and volunteers must complete the necessary steps to complete a local and federal background check and clearance prior to interacting with clients alone. Arrow also receives notification when there is a change or update to an employee's or volunteer's background information. During the transfer, two employees were transitioned to Arrow, received orientation, and completed Arrow's new hire training. Due to both the transition and COA, all human resources materials and procedures were reviewed and revised to meet the applicable standards. Employees attended applicable trainings to strengthen service provision. One employee resigned from Arrow's Youth Development Program in December, and a new employee was vetted and hired. She has completed all new hire training required and is actively growing the Friend Fitness program.

Development and funding continue to be a focus for activity. Efforts were made to keep in contact with donors through the transition process to keep them abreast of giving opportunities. All fund development materials were updated for Arrow branding.

PROGRAMMING AND SERVICES.

In the area of programming and services, youth in the community have continued to benefit from the Youth Development Program's initiatives. The following is a snapshot of activities that have been completed for children and families in the past year:

- Summer Blast Events - Two separate four hour events were held to provide a social, team-building experience for children, families and staff. The events were enjoyed by 19 volunteers, 40 children, and 24 parents. Children served by the previous Challenge Camp, Friend Fitness, and Friend programs were invited to participate.
- Leadership Quest Conference - The leadership conference for high school students was held November 10-13, 2013 in State College. Arrow served 104 students, 23 faculty mentors, and 21 teams from twelve counties. Over the four-day conference, students and staff participated in over 60 sessions geared towards building leadership skills and encouraging students to take a role in the leadership of their schools. Arrow staff works with the teams post-conference to encourage program completion. Arrow staff is available for reviewing teams' progress reports and conducting site visits when the team requests it.
- Friend Fitness - Friend Fitness was revitalized on December 12, 2013 in our new space at State College YMCA. Friend Fitness experienced a lull in the transition of a new staff member, but currently has five student and mentor teams. Arrow is actively recruiting new mentors and mentees thanks to the energy and initiative of our new employee.
- Friend Program - The Friend Program currently operates at two sites - Lock Haven University (serving students from Clinton and Lycoming Counties) and Our Lady of Victory Church (serving students from Centre and Mifflin Counties). Arrow has served over 30 children this winter, even with the extreme weather which led to several cancellations. Two events are planned for April 2014; and, planning has been initiated for three summer events to provide continuance of service into the fall.

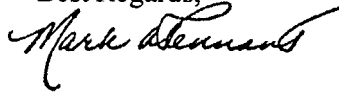
Arrow is committed to program development and outreach. Youth Development Program staff has been meeting with local family service agencies to promote Arrow's services. Arrow staff has been invited to participate in roundtables, legislative breakfasts, as well as meetings and events for the Centre County Council for Human Services and Jana Marie Foundation (suicide prevention). Arrow is collaborating with the Centre Daily Times to actively promote positive fathering. Arrow has contributed to regular articles in Centre Daily Times and worked with Centre County Fathering, to develop resources including a new website.

Arrow Youth Development Program is excited about the next year. With renewed energy from a COA accreditation, as well as the addition of a new staff member, Arrow plans to grow existing programs, as well as meet ongoing needs in the community through collaboration and new program initiatives.

REQUEST FOR TRANSFER OF FUNDS.

While these have been positive steps in moving the programs forward, our fund raising efforts still have to gain additional traction before the Arrow Youth Development Program can be self-sufficient. Fund raising will be a continued and key requirement as we move forward in 2014. In order to meet the goals for this year and move towards self-sufficiency, we request that The Second Mile consider another transfer of funds for \$300,000 consistent with what was done last year at this time. The ground work we did last year, the enhanced focus on fund raising and the additional funds you could provide would position the program to help youth in need for many years to come.

Best Regards,



Founder/CEO
Arrow Child & Family Foundation

EXHIBIT “B”

LIST OF TRANSFERRED COMPUTERS

<u>MANUFACTURER</u>	<u>MODEL #</u>
Dell Vostro	JBMRNN1
Dell Optiplex 745	6C98XC1
Dell Optiplex 755	HHW6LH1
Dell Vostro	JBMNNN1
Dell Vostro	JBMQNN1
TOSHIBA Laptop	Z9307290Q
TOSHIBA Laptop	Y8178564Q
TOSHIBA Laptop	57291492K
TOSHIBA Laptop	28104959Q
TOSHIBA Laptop	28103686Q

EXHIBIT “C”

**ENDOWMENT FUND POLICY
OF
ARROW CHILD & FAMILY MINISTRIES**

On this 20th day of March, 2012, the Board of Directors of Arrow Child & Family Ministries (“Arrow”) does hereby adopt the following Arrow Endowment Fund Policy to be used in operating and administering permanent endowment gifts received by donors to the Arrow Endowment Fund (the “Endowment Fund”).

Preamble

This Arrow Endowment Fund Policy is hereby established in order to receive a transfer of funds from The Second Mile Endowment Fund and to further provide an opportunity for donors to contribute funds and/or property to this Endowment Fund which shall be accumulated as principal in the Fund for the purpose of providing a permanent source of income in furtherance of Arrow’s charitable purpose of caring for underprivileged children and all other purposes incident thereto.

A. Endowment Committee and Duties

1. The Endowment Committee of Arrow Child & Family Ministries (the “Committee”) is hereby established to be the Board of Directors of Arrow, except that the Board of Directors may delegate this authority to a committee established pursuant to Article IV of Arrow’s Bylaws.
2. The Committee shall be authorized to accomplish the necessary transactions as directed by the directives herein and the decisions of the Committee.
3. The Committee shall inform friends of Arrow and The Second Mile as to ways endowment gifts may be made to benefit Arrow’s ministry.
4. The Committee, shall invest the funds, use the proceeds therefrom, shall maintain the books and records and otherwise, all in accordance with this Endowment Fund Policy and the Texas Uniform Prudent Management of Institutional Funds Act (the “Act”), except as provided in paragraph E(2)(a).
5. The member of the Committee designated as the Treasurer, shall maintain a record of the amount received and the name of each donor. The Treasurer shall maintain a record of fund transfers and expenditures from the Fund, and keep the books and records of the Endowment Fund, maintaining separately the General Fund from the Special Fund, if any.

B. Donations

1. The Committee shall receive all of the funds from The Second Mile Endowment Fund into the General Fund.
2. The Committee may receive donations from any source, on an inter vivos or testamentary basis, in cash or in other property acceptable to the Committee.
3. All legacies and gifts that are not designated for a specific purpose shall become a part of the General Fund of the Endowment Fund.
4. All legacies and gifts which are designated for a specific purpose, or for other reasons require separate administration, will be separately administered according to the terms of the gift instrument. Donors to the Endowment Fund are encouraged to direct gifts of less than \$25,000 to the General Fund of the Endowment Fund.
5. Any donations made subject to donor restrictions agreeable to the donor and the Committee shall be held in a Special Fund and shall be administered according to the specific direction in the gift instrument.

C. General Endowment Fund

1. A permanent fund is hereby established known as the General Fund of the Arrow Endowment Fund.
2. The General Fund is established for the purpose of providing donors of Arrow and The Second Mile the opportunity to make charitable gifts to the Endowment Fund that will become a permanent source of financial support to Arrow's programs.
3. The General Fund is established to provide annual income in furtherance of Arrow's charitable purpose of funding Arrow's programs which are established for the caring of underprivileged children and all other purposes incident thereto.
4. The objectives of the General Fund are to conserve principal and make use of the total return from the fund as described below.

D. Investment of Endowment Funds

1. The objectives of the Endowment Fund will be to invest the funds in good faith and with the care of an ordinarily prudent person in a like position would exercise under similar circumstances.

2. In managing and investing the funds, the Committee will consider the following factors:
 - a. General economic conditions;
 - b. The possible effect of inflation or deflation;
 - c. The reasonable likelihood of a reasonable return in the form of income and the appreciation of the investment;
 - d. The needs of the Fund to make distributions and to preserve capital;
 - e. The current need for income and the need for capital appreciation to offset the effects of inflation; and
 - f. Other similar conditions and circumstances.

E. Use and Administration of Endowment Funds and Limitations

1. All Funds in the Special Fund shall be used in a manner consistent with the direction in the gift instrument, from which the funds were received.
2. The Funds in the General Fund shall be used as follows:
 - a. To the extent the source of the funds are from The Second Mile Endowment Fund or from any other Pennsylvania source, Pennsylvania law shall apply to and govern that portion of the Endowment Fund, which shall be maintained as a segregated account within the General Fund (to be designated as the "Pennsylvania Endowment Fund"), and this Section E shall constitute an election to comply with Section 5548 of the Pennsylvania Nonprofit Corporation Law of 1988, 15 Pa. C.S. § 5548, rather than Texas Uniform Prudent Management of Institutional Funds Act Section 163.001 et seq. Texas Property Code ("Texas UPMIFA"), as to funds maintained in that segregated account, notwithstanding any contrary provisions in this Policy. Arrow shall at all times comply with the Pennsylvania Solicitation of Funds for Charitable Purposes Act, 10 P.S. §§ 162.1 et seq., including, but not limited to, maintaining its registration status with the Pennsylvania Department of State, Bureau of Charitable Organizations, to conduct public fundraising campaigns and file the required annual reports with such Bureau. Notwithstanding anything to the contrary in this Policy, this Section E may not be amended by the Committee or the Board of Arrow without the approval of the Court of Common Pleas of Centre County, Pennsylvania, Orphans' Court Division, and after notice to the Pennsylvania Office of Attorney General. Any provisions of this Policy which are inconsistent with or contrary to Pennsylvania law, as it may be amended, shall be deemed ineffective and inapplicable to the funds in such segregated Pennsylvania Endowment Fund.

- b. To the extent the source of the funds are from any other source, the use of those funds shall be governed by the Texas UPMIFA.
3. All expenditures from the General Fund shall be used for the furtherance of Arrow's charitable purpose of caring for underprivileged children and other similar purposes incident thereto.

F. Liability

In the absence of gross negligence or fraud, no member of the Committee or any agent acting on behalf of the Endowment Fund or the Committee shall be liable for any action made or omission with respect to the administration, investment or use of the Endowment Fund. The resources of the Endowment Fund shall be available and used for the indemnification of any member of the Committee or any agent acting on behalf of the Endowment Fund or the Committee and they shall be provided the greatest indemnification protection offered under the Texas Business Organization Code for governing persons of organizations.

G. Amendments

Technical corrections and amendments to this Endowment Fund Policy which do not alter the stated purpose of the policies stated herein may be made only by a two-thirds (2/3rds) vote of the members of the Committee. No amendment to this policy may be made which contravenes the Act.

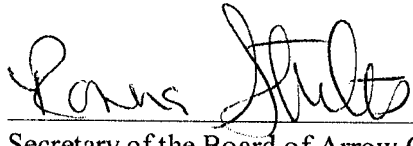
H. Severability

Each provision, section, part and term of this Endowment Fund Policy shall be considered severable. If any provisions, sections, parts or terms of this Endowment Fund Policy shall be validly adjudged unenforceable, such unenforceability shall attach only to such provisions, sections, parts or terms and shall not affect or render invalid or unenforceable any other provision, section, part or term of this Endowment Fund Policy and the latter will continue to be given full force and effect and bind the parties hereto. The invalid provision, section, part or term shall be deemed not to be part of this Endowment Fund Policy.

I. Governing Law and Jurisdiction

This Endowment Fund Policy has been made under and shall be construed and enforced in accordance with the laws of the State of Texas.

THIS ENDOWMENT FUND POLICY WAS ADOPTED ON THE DATE FIRST ABOVE WRITTEN IN A DULY CALLED MEETING OF THE BOARD OF DIRECTORS IN WHICH A QUORUM ATTENDED AND IT WAS APPROVED BY A MAJORITY OF THE MEMBERS OF THE QUORUM IN ATTENDANCE.



Secretary of the Board of Arrow Child
& Family Ministries

EXHIBIT “G”

THE SECOND MILE
Special Meeting of the Board of Directors
May 6, 2014

RESOLVED that, after careful consideration of the options available to it, the Board of Directors has determined that the future accomplishment by The Second Mile of its charitable purposes and future operations is and remains "impracticable."

RESOLVED, FURTHER, that the Board of Directors has further determined that it is in the best interests of the youth previously served by The Second Mile and the community to insure the continuation of certain charitable programs, i.e., the Challenge Camp Program, the Leadership Institute, the Friend Program, the Friend Fitness Program (collectively, "Programs"), through continued support for Arrow Child & Family Ministries of Pennsylvania, Inc. ("Arrow-PA"), which previously assumed responsibility for the operation of those programs.

RESOLVED, FURTHER, that the President of The Second Mile is authorized to finalize an arrangement between The Second Mile and Arrow-PA consistent with the Supplemental Petition for Limited Distribution ("Supplemental Petition") to be submitted to the Court of Common Pleas of Centre County -- Orphans' Court Division ("Orphans' Court") and, further, the Board of Directors agrees to transfer such assets to Arrow-PA following receipt of an Order of the Orphans' Court approving such transfer.

RESOLVED, FURTHER, that Board of Directors approves the filing of the Supplemental Petition with the Orphans' Court, Pennsylvania to seek approval of the transfers contemplated thereby.

RESOLVED, FURTHER, that David Woodle, as President of The Second Mile, and Linda Gall, as Secretary, are authorized, empowered and directed (a) to negotiate and execute any required agreement, together with any and all other documents or instruments deemed necessary in their reasonable judgment, and (b) to execute any documents that may be required to obtain the approval of the Orphans' Court, together with any and all instruments, certifications, verifications and affidavits deemed necessary in their reasonable judgment in connection with the filing of the Supplemental Petition and (c) to effectuate the transfer of assets of The Second Mile as approved by the Court.

The undersigned hereby certifies that she is the duly elected and qualified Secretary of The Second Mile; that the foregoing is a true record of a Resolution duly adopted at the Special Meeting of the Board of Directors of The Second Mile; that said meeting was held in accordance with the Bylaws of The Second Mile on May 6, 2014; and that said Resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary this 6th day of May, 2014:



Linda Gall, Secretary

EXHIBIT “H”

**WRITTEN CONSENT OF DIRECTORS
IN LIEU OF A MEETING OF DIRECTORS**

OF

**ARROW CHILD & FAMILY MINISTRIES OF PENNSYLVANIA, INC.
A Pennsylvania Non-Profit Corporation**

The undersigned Directors, constituting all of the members of the Board of Directors of Arrow Child & Family Ministries, Inc. of Pennsylvania ("the Corporation"), do hereby consent and agree to the adoption of the following resolutions and to the actions authorized therein without a special meeting of the Board of Directors but with the same force and effect as if such meeting of the Board of Directors had been duly called and held.

EXECUTION OF ASSET TRANSFER

RESOLVED, that it appears to be in the best interests of the Corporation that the Corporation enter into an agreement with The Second Mile, a Pennsylvania nonprofit corporation ("TSM"), pursuant to which TSM agrees to transfer \$300,000 and 10 used computers to the Corporation;

RESOLVED FURTHER, that the Corporation agrees to accept the Endowment Funds of TSM pursuant to the Endowment Fund Policy of Arrow Child & Family Ministries, which funds shall be segregated from the general endowment fund received and held by the Corporation as required by the Endowment Fund Policy;

RESOLVED FURTHER, a copy of the Endowment Fund Policy is attached hereto and expressly adopted and approved by the Corporation;

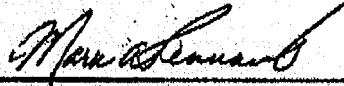
RESOLVED FURTHER, that the Chief Executive Officer of the Corporation is hereby authorized and directed, without the joinder of any other person, to take such steps as are necessary to negotiate the terms of the agreement with the TSM;

RESOLVED FURTHER, that the Chief Executive Officer is hereby authorized to negotiate such terms and conditions with TSM as may be necessary;

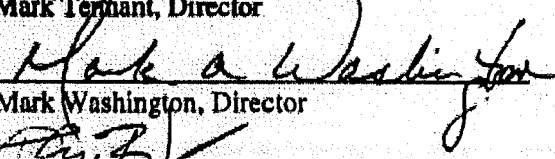
RESOLVED FURTHER, that the Chief Executive Officer of the Corporation is authorized and directed to execute and deliver on behalf of the Corporation and in its name any necessary documents and to execute and deliver in the name of and on behalf of the Corporation such instruments of transfer as may be deemed necessary or proper to effect the transactions contemplated by the Supplemented Petition submitted by TSM to the Court of Common Pleas of Centre County, Pennsylvania -- Orphans Court Division ("Orphans' Court");

RESOLVED FURTHER, that the Chief Executive Officer of the Corporation is authorized and directed to do any and all acts and things necessary to carry out, perform, and consummate the transfers contemplated by the Supplemental Petition.

IN WITNESS WHEREOF, the undersigned Directors execute this Written Consent to be effective as of the 14 day of May, 2014.




Mark Terhant, Director




Mark Washington, Director



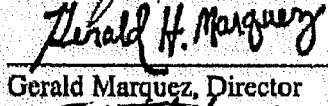
Rodney Johnson, Director



Lani Neter, Director



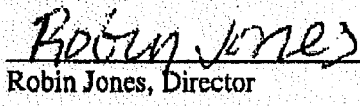
Matt Griffith, Director



Gerald Marquez, Director



Eric McLaughlin, Director

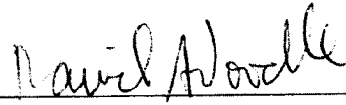


Robin Jones, Director

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VERIFICATION

David Woodle, being first duly sworn according to law, deposes and says that he is President of The Second Mile, and that he is authorized to make this Verification on its behalf, and, further, that he has reviewed the foregoing Petition and that the statements contained therein are true and correct based upon his personal knowledge or, otherwise, on information and belief. This Verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.



David Woodle
President

**IN THE ORPHANS' COURT DIVISION OF THE COURT OF COMMON PLEAS
OF CENTRE COUNTY, PENNSYLVANIA**

IN RE: THE SECOND MILE

ORPHANS' COURT NO. 14-12-0255

CERTIFICATE OF SERVICE

The undersigned counsel for Petitioner certifies that true and correct copies of the Supplemental Petition For Further Limited Distribution Of Assets Pending Dissolution were served on May 23, 2014, in the manner noted and addressed as follows:

VIA E-MAIL AND UNITED STATES MAIL

Mark A. Pacella, Esquire
Chief Deputy Attorney General
Charitable Trusts & Organizations Section
Office of Attorney General
16th Floor, Strawberry Square
Harrisburg, PA 17120

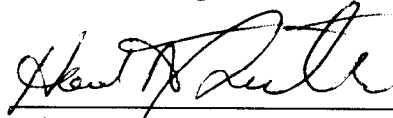
Howard Alan Janet, Esquire
1829 Reistertown Road
Suite 320
Baltimore, MD 21208

Stephen E. Raynes, Esquire
Raynes McCarty
1845 Walnut Street
20th Floor
Philadelphia, PA 19103

Joseph F. O'Dea, Jr., Esquire
Saul Ewing LLP
1500 Market Street
Philadelphia, PA 19102

Notification of filing of the Supplemental Petition For Further Limited Distribution Of Assets Pending Dissolution has been made to all persons whose names appear on the Service List attached as Exhibit "A," by depositing a Memorandum describing the purpose of the Supplemental Petition in the United States Mail, first class postage prepaid. Upon request,

counsel will furnish copies of the Supplemental Petition to such persons.



HOWARD A. ROSENTHAL
FRANCES A. McELHILL
GARY D. FRY
Attorneys for Petitioner

OF COUNSEL:

ARCHER & GREINER, P.C.

One Liberty Place

Thirty-Second Floor

1650 Market Street

Philadelphia, Pennsylvania 19103-7393

Telephone: (215) 963-3300

Facsimile: (215) 963-9999

11094555v1

**EXHIBIT "A" TO
CERTIFICATE OF SERVICE**

SERVICE LIST

Mr. D. Reed Anderson, Esquire
Stock & Leader Attorneys at Law
Susquehanna Commerce Center East,
Suite E600
221 West Philadelphia Street
York, PA 17401

Mr. Louis Appell
140 E. Market St.
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Mr. Jeffrey J. Bergstrom and Mrs. Amy
Meserve
430 Riverview Road
Swarthmore, PA 19081-1221

Mr. and Mrs. Kyle Brady
2221 Alicia Lane
Atlantic Beach, FL 32233-5975

Mr. and Mrs. James C. Byerly
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Camp Hill, PA 17011-8122

Mr. and Mrs. Peter M. Carlino
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Robert L. Corcoran
GE Foundation
3135 Easton Turnpike
Fairfield, CT 06828-0002

Mrs. JoAnn DeRose
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York, PA 17402-8405

Mr. and Mrs. Edward Anderson
PO Box 576
Huntingdon, PA 16652-0576

Mr. John Arnold
Petroleum Products Corporation
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Harrisburg, PA 17105-2621

Ms. Eva Blum
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249 Fifth Avenue, P1-POPP-20-1
Pittsburgh, PA 15222-2707

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Camp Hill, PA 17011

Mr. Art Campbell
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Cohen & Feeley
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Bethlehem, PA 18020-8038

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Mr. Donald Devorris
The Blair Companies
259 Lakemont Park Boulevard
P. O. Box 2566
Altoona, PA 16603-2566

Mr. and Mrs. Robert Andronici
202 Thunder Hill Road
Centre Hall, PA 16828-8937

Dr. and Mrs. Bill B. Benton
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Mr. Felix Boake and Ms. Kelly Grimes
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State College, PA 16803-1357

Mr. and Mrs. Gary C. Butler
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York, PA 17408-1566

Mr. Anthony Campisi
Glatfelter Insurance Group
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Mr. Martin D. Cohen
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PO Box 1127
Easton, PA 18044-1127

Mr. Neal DeAngelo
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100 North Conahan Drive
Hazleton, PA 18201-7355

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Mr. and Mrs. John Dimakopoulos
The Original Waffle Shop
1229 N. Atherton Street
State College, PA 16803-2984

Mr. and Mrs. Keith Driftmier
215 Harness Downs Rd
Port Matilda, PA 16870-8770

Mr. and Mrs. Merlin R. Dunkelberger
95 Heffner Road
Wernersville, PA 19565-9760

Mr. and Mrs. Eddie L. Dunkleberger
960 Sunnyside Road
York, PA 17408-8913

Mr. Edward Dunkleberger
Community Banks Foundation
East Park Drive
Harrisburg, PA 17111

Mr. Gary Eberle
Eberle Winery
P.O. Box 2459
Paso Robles, CA 93447-2459

Mr. and Mrs. Gregory N. Elinsky
1202 Waterford Road
West Chester, PA 19380-5814

Mr. Craig Fayak
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Bernardsville, NJ 07924-2611

Mr. Gavin Fernsler
Restek
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Bellefonte, PA 16823-8433

Mr. and Mrs. Michael A. Fiaschetti
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Enola, PA 17025-1292

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Nicholas
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Stripes Group LLC
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11th Floor
New York, NY 10022-3388

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Mr. Rodney Frazier and Ms. DrueAnne
Schreyer
108 South Nixon Road
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Mr. and Mrs. Charles A. Fusina
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Pittsburgh, PA 15237-1588

Blake and Linda Gall
131 Blackberry Lane
Boalsburg, PA 16827-1062

Mr. Drew W. Garban
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Boalsburg, PA 16827-1437

Mr. and Mrs. John H. Gilmore, Jr.
19718 Prince Benjamin Drive
Lutz, FL 33549-5004

Mr. Rudolph K. Glocker
1191 Center Point Drive
Henderson, NV 89074-7890

Mr. and Mrs. Roger E. Grimes, Jr.
585 Zinns Mill Road
Lebanon, PA 17042-8865

Mr. and Mrs. Michael Guman
3913 Pleasant Avenue
Allentown, PA 18103-9773

Mr. Donald Hamer
The Hamer Foundation
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Mr. Victor Hammel
J.C. Ehrlich Company, Inc.
P. O. Box 13848
Reading, PA 19612-3848

Mr. Franco Harris
Super Bakery, Inc.
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Pittsburgh, PA 15237-5851

Mr. Jeff Hartings
The Hartings Family Charitable
Foundation
501 Silverside Road
Suite 123
Wilmington, DE 19809-1377

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1131 Brian Lane
Hanover, PA 17331-7884

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Heim Family, LP
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#560
State College, PA 16801-5575

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Port Matilda, PA 16870-7016

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Keystone Real Estate Group
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Mrs. Carol M. Herrmann
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State College, PA 16801-7963

Mr. and Mrs. Robert S. Hershey
613 Sunset Drive
Dillsburg, PA 17019-1359

Mr. and Mrs. Steve Hevner
780 Glendale Road
York, PA 17403-4128

Mr. and Mrs. Jack Hewes, Jr.
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Malvern, PA 19355-3354

Mr. P. Douglas Hoke
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York, PA 17408-9534

Ms. Carolyn Holleran
The Jerlyn Foundation
1740 Van Reed Road
Reading, PA 19608-8801

Mr. and Mrs. Jerome Holleran
1740 Van Reed Road
Reading, PA 19608-8801

Mr. Jack Infield
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State College, PA 16803-1256

Mr. and Mrs. Matthew Johnson
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Summit, NJ 07901-3705

Mr. Al Jones
Centre County Community Fdn, Inc
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Ste 175 PO Box 648
State College, PA 16804-0648

Mr. and Mrs. Richard Kalin
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State College, PA 16801-4139

Mr. and Mrs. James Keller
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Red Lion, PA 17356-8656

Mr. and Mrs. William H. Kerlin, Jr.
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York, PA 17403-5917

Mr. William Kerlin
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York, PA 17403-2620

Mr. Edward L. Kifer
Northwest Savings Bank
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Suite 208
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Mr. & Mrs. Michael P. Kilgour
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York, PA 17404-6468

Mr. and Mrs. Tom King
King Printing
1305 West College Avenue
State College, PA 16801-2712

Mr. Alan Kirk and Ms. Patricia Roenigk
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Port Matilda, PA 16870-7023

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Philadelphia, PA 19103-5778

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Wrightsville, PA 17368-9520

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Wilmington, DE 19806-3143

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Mr. and Mrs. Willi Maier
Maier Family Foundation
6100 W Ridge Road
Erie, PA 16506-1018

Dr. and Mrs. Donald Marks
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State College, PA 16801-7995

Mr. and Mrs. Peter S. Marshall
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Boalsburg, PA 16827-1813

Mr. and Mrs. William Martin
265 Brush Valley Road
Boalsburg, PA 16827-1028

Mass Mutual Matching Gift Center
PO Box 9002
Stuart, FL 34995-9002

Mr. and Mrs. Steven J. Masterson
4918 Gander Court
Harrisburg, PA 17112-2170

Mr. and Mrs. Robert Mayer, Jr.
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Bethlehem, PA 18015-5053

Mr. Mike McCloskey
1420 Parsons Lane
Ambler, PA 19002-1712

Mr. Ryan McCombie
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Mr. Ted McDowell
Ameriserv Financial
734 S. Atherton Street
State College, PA 16801-4628

Mr. Edward F. McGinley, III
741 Newton Road
Villanova, PA 19085-1027

Mr. Bob Medsger and Mr. Rod Fletcher
Frost & Conn, Inc.
1301 North Atherton Street
State College, PA 16803-2932

Merrill Lynch & Co., Foundation, Inc.
PO Box 3418
Princeton, NJ 08543-3418

Mr. Kim Moyer
Century 21, Heritage Realty
41 Cinema Dr
York, PA 17402-2656

Mr. and Mrs. Ray Neag
1216 Old Mill Road
Reading, PA 19610-2853

Mr. and Mrs. David Nevins
1370 Haymaker Road
State College, PA 16801-6987

Ms. Mariam C. Noland
Foundation for Southeast Michigan
333 W. Fort Street
Suite 2010
Detroit, MI 48226-3134

Mr. and Mrs. Charles R. Noll
2488 Hepplewhite Drive
York, PA 17404-1214

Mr. James Novinger
Novinger Group, Inc.
1441 Stoneridge Drive
Middletown, PA 17057-5977

Mr. and Mrs. George A. Parmer
911 Grove Road
Harrisburg, PA 17111-4674

Mr. Michael Patrick
The Patrick Organization
135 North George Street
Suite 227
York, PA 17401-1135

Mr. and Mrs. Charles C. Pearson, Jr.
2641 Allen Glen Drive
Mechanicsburg, PA 17055-5997

Mr. Jim Plessinger
Suburban Bowlerama
1945 S. Queen Street
York, PA 17403-4715

Mr. and Mrs. Poole
The Poole Foundation
720 N. Nixon Road
State College, PA 16803-2255

Mr. and Mrs. Alec J. Pringle
1401 Circleville Road
State College, PA 16803-3115

Mr. and Mrs. Stanley J. Raykovitz
1600 Spur Road
Morrisville, PA 19067-2605

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