

NPBC 10-K 12/31/2007

Section 1: 10-K (NATIONAL PENN BANCSHARES, INC. FORM 10-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended
December 31, 2007

or
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission file #000-22537-01



Pennsylvania

(State or other jurisdiction of incorporation or organization)

23-2215075

(I.R.S. Employer Identification No.)

Philadelphia and Reading Avenues
Boyetown, Pennsylvania

(Address of principal executive offices)

19512

(Zip Code)

Registrant's telephone number, including area code: (610) 367-6001

Securities registered pursuant to Section 12(b) of the Act:

Common Stock (without par value)
Guarantee (7.85% Preferred Securities of NPB Capital Trust II)
Preferred Stock Purchase Rights
7.85% Junior Subordinated Debentures

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act.

Yes No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes []

No [x]

The aggregate market value of the voting and non-voting common equity of the Registrant held by non-affiliates, based on the closing sale price as of June 30, 2007, was \$722.1 million.

As of February 26, 2008, the Registrant had 79,514,112 shares of Common Stock outstanding. Portions of the following documents are incorporated by reference: the definitive Proxy Statement of the Registrant relating to the Registrant's Annual Meeting of Shareholders to be held on April 21, 2008 -- Part III.

NATIONAL PENN BANCSHARES, INC.

FORM 10-K

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PART I

The information in this Form 10-K includes certain forward-looking statements, including statements relating to National Penn's financial condition, results of operations, asset quality and trends in its business that involve risks and uncertainties. National Penn's actual results may differ materially from the results discussed in these forward-looking statements. Factors that might cause such a difference include those discussed in Item 1. "Business," Item 1A. "Risk Factors," Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations", as well as those discussed elsewhere in this Form 10-K.

Item 1. BUSINESS.

Overview

National Penn Bancshares, Inc. ("National Penn", "Company", or "we") is a Pennsylvania business corporation and a registered bank holding company headquartered in Boyertown, Pennsylvania. Our address is Philadelphia and Reading Avenues, Boyertown, Pennsylvania 19512 (telephone number 610-367-6001).

National Penn was incorporated in January 1982. We provide a diversified range of financial services, principally through our national bank subsidiary, National Penn Bank, including its KNBT Division acquired in the February 2008 merger with KNBT Bancorp, Inc. ("KNBT"). In addition, we currently conduct business through Christiana Bank & Trust Company ("Christiana"), a Delaware chartered bank acquired in January 2008. For information on the acquisitions of KNBT and Christiana, see "Recent Developments" and Footnote 2 to the consolidated financial statements contained in this Report at Item 8. We also conduct business through various other direct or indirect subsidiaries. These other subsidiaries are engaged in activities related to the business of banking. As of December 31, 2007, prior to the KNBT and Christiana acquisitions:

- National Penn Bank was one of the largest commercial banks headquartered in southeastern Pennsylvania. At December 31, 2007, it operated 75 community banking offices throughout nine counties in southeastern Pennsylvania, 6 community offices in Centre County, Pennsylvania, and one community office in Cecil County, Maryland.
- At December 31, 2007, National Penn had total assets of \$5.82 billion, total loans and leases of \$3.88 billion, total deposits of \$3.95 billion, and total shareholders' equity of \$564.0 million.
- For the year ended December 31, 2007, we reported record net income of \$65.2 million compared to net income for the year ended December 31, 2006 of \$64.1 million.
- As of December 31, 2007, we, together with our national bank subsidiary, National Penn Bank, had a reserve for loan and lease losses of \$54.9 million, which represented 1.42% of total loans and leases outstanding of \$3.88 billion.
- At the end of 2007, we experienced our thirtieth consecutive year of increased earnings and increased dividends.
- National Penn, together with National Penn Bank prior to formation of the bank holding company, has paid cash dividends without interruption for more than 131 years.

Recent Developments

Acquisition of Christiana Bank & Trust Company.

As previously disclosed on Form 8-K filed with the Securities and Exchange Commission on January 4, 2008, National Penn completed its acquisition of Christiana on January 4, 2008. Christiana is now a wholly-owned subsidiary of National Penn, retaining its name and status as a Delaware-chartered banking corporation.

Christiana provides personal and commercial banking, as well as trust and asset management services, from locations in Greenville and Wilmington, Delaware. In addition:

- . Christiana Corporate Services, Inc., a wholly owned subsidiary of Christiana, provides commercial domicile and agency services in Delaware.
- . Monarch Management Services, LLC, wholly owned by Christiana Corporate Services, Inc., provides commercial domicile services in Delaware.
- . Christiana Trust Company, LLC, a Nevada non-depository trust company, wholly owned by Christiana, provides commercial domicile and trust services in Nevada.

As of December 31, 2007, Christiana had a book value of approximately \$142.9 million in assets, \$117.3 million in deposits, \$2.9 billion in trust assets under administration or management and 56 employees.

Acquisition of KNBT Bancorp, Inc.

As previously disclosed on Form 8-K filed with the Securities and Exchange Commission on February 1, 2008:

- . National Penn completed its merger with KNBT, effective February 1, 2008 at 5 p.m., and
- . KNBT's banking subsidiary, Keystone Nazareth Bank & Trust Company, was merged into National Penn's banking subsidiary, National Penn Bank, effective February 2, 2008.

At the time of the mergers, KNBT offered a diversified range of financial products principally through its bank subsidiary, as well as an array of investment, insurance and employee benefit services through its non-bank subsidiaries. At December 31, 2007, KNBT had approximately \$2.89 billion in total assets, \$1.96 billion in deposits, \$979.48 million in trust assets under administration or management and 790 employees.

Upon the completion of the mergers, National Penn ranked as the 5th largest Pennsylvania-based bank holding company, with approximately \$8.9 billion in assets and 140 offices in Pennsylvania, Maryland and Delaware.

The consolidated financial statements of National Penn included in this Report at Item 8 and the related Management's Discussion and Analysis included in this Report at Item 7 are for the periods ended, and as of, December 31, 2007. Therefore, they do not reflect the KNBT and Christiana acquisitions. Except as otherwise noted, the balance of this Item 1. Business discusses National Penn as it exists after consummation of the KNBT and Christiana acquisitions.

Market Area

National Penn is headquartered in Boyertown, Berks County, Pennsylvania. Boyertown is located in eastern Berks County, which strategically positions National Penn between Philadelphia to the southeast, Allentown and Bethlehem to the northeast, and Reading and Lancaster to the west.

During 2007, we primarily served communities throughout southeastern Pennsylvania. Specifically, in 2007 we served a nine-county market area in Pennsylvania --Berks, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery, Northampton and Philadelphia, as well as the Cecil County, MD area.

Within this geographic region, there are five distinct market areas:

- . the Reading/Berks County area, an area in which the service industry is increasingly replacing the old-line manufacturing industry;
- . the Allentown/Lehigh Valley area, consisting of Lehigh and Northampton Counties, also an area in which a growing service industry is replacing the old-line manufacturing industry;
- . the five-county Philadelphia metropolitan area; consisting of Philadelphia and its suburbs in Bucks, Chester, Delaware and Montgomery Counties;
- . Lancaster County, an area with a significant agricultural economy; and
- . Centre County; consisting of the State College/Bellefonte area.

As of January 4, 2008, we also serve the greater Wilmington area of New Castle County, Delaware through Christiana, acquired on that date. As of February 1, 2008, we also serve Carbon, Luzerne, Monroe, and Schuylkill Counties, Pennsylvania, through the KNBT Division of National Penn Bank, acquired as a result of the merger with KNBT on that date. See “Recent Developments” herein.

Competition

The banking and financial services industry is extremely competitive in our market area. We face vigorous competition for customers, loans and deposits from many companies, including:

- . Commercial banks;
- . Savings and loan associations;
- . Finance companies;
- . Credit unions;
- . Trust companies;
- . Mortgage companies;
- . Money market mutual funds;
- . Insurance companies; and
- . Brokerage and investment firms.

Many of these competitors are significantly larger than National Penn; have greater resources, lending limits and larger branch systems; offer a wider array of banking services than National Penn; and are long-established in their geographic markets (some of which have only been recently entered by National Penn). See “General Development of Business” below.

In addition, some of these competitors are subject to a lesser degree of regulation than that imposed on National Penn.

Many of these competitors have elected to become financial holding companies under the Gramm-Leach-Bliley Act of 1999, including many of the largest ones. This development will likely further narrow the differences and intensify competition among commercial banks, investment banks, insurance firms and other financial services companies. See “Gramm-Leach-Bliley Act” below.

Business Strategy

Our goal is to become the most highly regarded financial institution in the markets we serve. We intend to accomplish this goal by combining the sophisticated products and fee-based services of a major regional financial services company with the personal attention, service and responsiveness of a community bank holding company. We believe this strategy results in greater profitability than a typical community bank. The primary components of our business strategy are commercial banking, consumer banking, niche marketing, development of fee income, and enhanced customer service.

Commercial Banking. Commercial banking has been our historic and ongoing business focus. Our business customers tend to be small to middle market customers with annual gross revenues generally between \$1 million and \$50 million who generally do not receive the attention of our larger, more nationally focused competitors. Many of these customers require us to have a high degree of understanding of their business in order for us to be able to customize solutions to their financial requirements. We believe that this helps to distinguish us from our competitors. We offer a wide range of products including short-term loans for seasonal and working capital purposes, term loans secured by real estate and other assets, loans for construction and expansion needs, revolving credit plans and sophisticated cash management services. We also are active in commercial real estate lending, including loans to developers of both residential and commercial projects. As of December 31, 2007, our commercial loan portfolio was \$2.90 billion, which represents 75.1% of our total loans outstanding.

Another important component of our commercial lending practice is our emphasis on small businesses and their unique needs. In order to serve small businesses better, National Penn Bank is an approved "SBA Preferred/Express Lender" by the U.S. Small Business Administration. Being a Preferred/Express Lender authorizes us to underwrite and approve qualifying small business loans without the prior approval of the Small Business Administration. During 2007, National Penn Bank originated over \$19.7 million of loans that qualified for U.S. Small Business Administration guarantees.

Consumer Banking. We offer a full range of deposit accounts, which include demand, NOW, money market, certificates of deposit and other checking and savings accounts. We also offer consumer loan products such as installment loans, home equity loans, residential mortgage loans, multi-family loans, educational loans and credit cards. In addition, we offer automated teller services through an inter-bank automated teller system, safe deposit and night depository facilities and internet banking services, including on-line bill paying. The Company continues to focus its efforts in further development of retail products and services.

Niche Marketing. An important component of our business strategy is the development of business lines that give us higher margin opportunities. We are continually assessing the markets within which we operate in order to identify and seize upon opportunities where we believe a market segment is being under-served. Once identified, we focus on customizing solutions that are beneficial to the user and profitable to us.

An example is our Manufacturing Group. The Manufacturing Group is a unique lending group whose focus is on assisting manufacturing firms in solving industry-specific challenges. The Manufacturing Group is comprised of specialized teams of experienced bankers who have industry-specific training or experience and can offer an array of resources to time-challenged business owners, through the Manufacturing Group's Solutions NetworkTM - a database of National Penn professionals and other selected third-party resource providers who assist with financial and non-financial business challenges. Value-added areas include industry specific seminars, newsletters, websites and a Board of Advisors that provides feedback and support to the group. At December 31, 2007, the Manufacturing Group managed relationships with loans outstanding of approximately \$159.9 million.

Another example is our leasing company. National Penn Leasing Company provides equipment lease financing. It has been in business since December 2002 and had total leases outstanding of \$35.4 million as of December 31, 2007.

Other examples are our International Banking Group and our Government Banking Group. The International Banking Group provides for customer import, export and general documentary credit, foreign exchange and international payment needs. As of December 31, 2007 the unit managed a letter of credit portfolio totaling \$139.8 million. The International Banking Group has been in operation since June 2001. Our Government Banking Group, formed in 2001, serves the unique banking needs of local government entities such as school districts, municipalities and townships. At December 31, 2007, our Government Banking Group deposits totaled \$441.4 million.

Development of Fee Income. In addition to generation of fee income through our commercial banking operations including mortgage lending, we have a number of specialized investment and insurance subsidiaries to develop fee income and to serve specific markets.

We currently provide trust and investment management services through National Penn Investors Trust Company, our national trust company subsidiary, and effective January 4, 2008, Christiana. We also provide investment management services through National Penn Capital Advisors, Inc. and Vantage Investment Advisors, LLC. Securities brokerage services are currently provided by a third party vendor, PrimeVest Financial Services, Inc., under the names "National Penn Investment Services" and effective February 1, 2008, "KNBT Investment Services." In total, our wealth management group currently manages and/or advises approximately \$8.2 billion for over 21,000 individual and corporate accounts.

We currently provide insurance services (primarily property and casualty insurance) through National Penn Insurance Agency, Inc. We also offer specialized insurance services through Caruso Benefits Group, Inc. and Higgins Insurance Associates, each acquired in the February 2008 merger with KNBT. The insurance group currently serves over 17,000 customers.

For the year ended December 31, 2007, our efforts produced total fee income for the Company of \$73.2 million compared to \$66.9 million for the year ended December 31, 2006.

Enhanced Customer Service. Our business strategy is supported by a strong delivery system that places greater emphasis on customer service. We have segmented our market into regions based primarily on geographic considerations. Each region is managed by a region president who reports to a designated executive officer. This officer coordinates our sales and servicing efforts in order to effectively serve our current customers and gain new customers. The purpose of this initiative is to better leverage our centralized marketing and servicing efforts, thereby increasing sales of the wide range of products and services that we offer. We believe that this cross-functional approach leads to more responsive service for our customers who, in turn, reward us with more of their total financial services business.

General Development of Business

National Penn Bank, then known as National Bank of Boyertown, was originally chartered in 1874. National Bank of Boyertown converted to a holding company structure in 1982 by forming National Penn Bancshares, Inc. as a parent company to the Bank. National Bank of Boyertown changed its name to National Penn Bank in 1993 to reflect its growing market territory.

Since January 2003, National Penn has grown significantly. Growth has been generated both internally and through acquisitions and mergers that have either “filled in” or extended our reach into new markets. At December 31, 2002, National Penn had \$2.86 billion in total assets, and National Penn Bank conducted operations through 58 community offices. Currently, National Penn has approximately \$8.9 billion in total assets, and National Penn Bank conducts operations through 138 community offices. In addition, National Penn’s subsidiary, Christiana Bank & Trust Company, conducts banking operations through two community offices in Delaware.

The following highlights major developments in our business of the last five years:

2003. In February, we completed the FirstService Bank acquisition, acquiring assets of \$367 million, by merging FirstService Bank into National Penn Bank. This transaction substantially increased our presence in the Bucks County marketplace. Given our decision to re-focus our efforts on our core southeastern Pennsylvania markets, in February we entered into an agreement to sell our Panasia Bank, N.A. subsidiary to Woori America Bank for \$34.5 million in cash. This sale was completed in September. In April, in a market extending acquisition, we entered into an agreement to acquire HomeTowne Heritage Bank, a community bank that had \$165 million in assets and four community offices located in Lancaster County, PA. We acquired HomeTowne Heritage Bank in December and merged it into National Penn Bank, strengthening our efforts to expand our business in the Lancaster County market. In December 2003, we entered into an agreement to acquire Peoples First, Inc. and its banking subsidiary, The Peoples Bank of Oxford. Peoples had assets of approximately \$456 million, with eight community offices in southern Chester County and Lancaster County and one community office in Cecil County, Maryland.

2004. We completed the acquisition of Peoples First, Inc. and its banking subsidiary, The Peoples Bank of Oxford, on June 10, 2004. This acquisition substantially strengthened our market position in southern Chester County and Lancaster County and provided us with an entry into Maryland. We also took various steps to extend use of the “National Penn” brand throughout the Company. In June 2004, we re-branded our mortgage company as “National Penn Mortgage Company”. We also began the planning process for consolidating the businesses of our wealth management subsidiaries, Investors Trust Company and FirstService Capital, Inc., together with the trust business of The Peoples Bank of Oxford, into a “National Penn”-branded entity. In connection with this reorganization, we filed an application with the OCC to convert the charter of Investors Trust Company to a limited purpose national trust company to be named “National Penn Investors Trust Company”. We also began offering securities brokerage services under the name “National Penn Investment Services” through a third party vendor in December 2004, replacing such services previously offered through our own broker-dealer subsidiary. During 2004, we took steps intended to increase our ratio of fee-based income to total revenue. These included our acquisition of two established insurance agencies, each with operations within our market area – Pennsurance, Inc., located in Oley, Berks County, PA, acquired in June 2004; and D. E. Love Associates, Inc., based in Yardley, Bucks County, PA, acquired in November 2004.

2005. In January 2005, we acquired another established insurance agency with operations in our market area – the Krombolz Agency, Inc., based in West Chester, Chester County, Pennsylvania – and merged it into our insurance agency subsidiary, National Penn Insurance Agency, Inc. This furthered the build-out of our insurance agency business throughout our southeastern Pennsylvania geographic footprint. In July, we completed the consolidation of our wealth management subsidiaries into National Penn Investors Trust Company, a limited purpose national trust company, providing us with a unified entity to offer trust and investment management services. In December 2005, we acquired Preferred Risk Associates, another local insurance agency, merging it into National Penn Insurance Agency, Inc.

2006. In January 2006, we acquired Nittany Financial Corp., a holding company headquartered in State College, Centre County, Pennsylvania, whose principal subsidiary, Nittany Bank, then conducted a community banking business through four community offices in State College and one community office in nearby Bellefonte. Nittany Financial also had \$342 million under management at December 31, 2005 through its subsidiaries, Vantage Investment Advisors, L.L.C. and Nittany Asset Management, Inc. This acquisition resulted in our entry into a strong market in central Pennsylvania, and strengthened our overall wealth management business. On April 10, 2006, we acquired Resources for Retirement, Inc., now a part of our National Penn Capital Advisors, Inc. subsidiary. The acquisition of Resources, a retirement plan advisory firm based in Newtown, PA, has enabled us to significantly expand our 401(k) business to larger companies.

2007. To better position us for the challenges and opportunities emerging in the mortgage business, we implemented a number of structural changes to our mortgage business in the first quarter of 2007. We no longer participate in wholesale mortgage originations. To generate a higher level of internal referrals, we also implemented a closer integration of our mortgage sales and retail banking operations. Accordingly, Penn 1st Financial Services, Inc., our wholly-owned mortgage banking subsidiary, was merged into National Penn Bank to create the mortgage banking division of National Penn Bank. In June 2007, we entered into an acquisition agreement with Christiana, a Delaware chartered bank and trust company headquartered in Greenville, Delaware, which then conducted a community banking business and a trust company business. Christiana's trust company business held \$2.9 billion in assets under management or administration. This acquisition was completed on January 4, 2008, and strengthened and broadened our overall wealth management business. (See "Recent Developments".) In September 2007, we entered in a merger agreement with KNBT, headquartered in Bethlehem, Pennsylvania, whose principal subsidiary, Keystone Nazareth Bank & Trust Company, then conducted a community banking business through 56 community offices in Lehigh, Northampton, Carbon, Luzerne, Schuylkill and Monroe counties, Pennsylvania. At the signing of the merger agreement, KNBT had approximately \$2.9 billion in assets, \$1.8 billion in loans and \$2.0 billion in deposits, as well as \$1.0 billion in trust assets under management or administration. The merger was completed on February 1, 2008, and strengthened our overall competitive position in the Lehigh Valley as well as our wealth management and insurance businesses. (See "Recent Developments".)

Lending

Underwriting and Credit Administration

The Board of Directors, through the Director's Enterprise Risk Management Committee (DERMC), oversees our lending practices and policies. Our policies require that loans meet sound underwriting criteria. The DERMC approves loan authority for certain officers to be used individually or jointly and for the Loan Committee of National Penn Bank. The largest single name lending authority within National Penn Bank is \$2,000,000. Christiana utilizes only joint authority with a maximum approval level of \$1,500,000. Any loan request for an amount exceeding individual or joint approval authority levels must be approved by National Penn Bank's Loan Committee. The National Penn Bank Loan Committee is chaired by Hugh Marshall, Chief Credit Officer, with other executive and senior officers of the Company making up the balance of the Loan Committee. The Loan Committee considers loan requests of \$8.0 million up to the Bank's single borrower lending limit.

National Penn Bank originates loans through direct solicitation of the borrower, referral sources, through loan participations with other banks, loan brokers, equipment vendors, and purchases some leases through other financial institutions.

As part of our credit administration process, we have an asset quality review performed by an outside consulting firm. Their review consists of sampling the commercial business and commercial real estate portfolio, reviewing individual borrower files for adherence to policy and underwriting standards, proper loan administration, and asset quality. National Penn Bank's Chairman, National Penn Bank's CEO, and other senior lending and credit administration personnel meet monthly to review delinquencies, non-performing assets, classified assets and other relevant information to evaluate credit risk within this portfolio.

Loan Portfolio

At December 31, 2007 and 2006, our portfolio was composed of the following loan types:

(dollars in thousands):	December 31, 2007		December 31, 2006	
		Percentage of Portfolio		Percentage of Portfolio
Commercial Real Estate				
Commercial Properties	\$ 516,217	13.33%	\$ 497,659	13.70%
Residential Subdivision	219,282	5.66	179,740	4.95
Multifamily	108,297	2.79	89,633	2.47
Commercial Business Loans				
Commercial Term Loans & Mortgages	1,523,758	39.33	1,419,176	39.07
Lines of Credit	500,356	12.91	430,480	11.85
Leases	35,427	0.91	37,428	1.03
Consumer Loans				
Residential Mortgages	375,560	9.69	413,998	11.40
Home Equity Loans	359,759	9.28	357,661	9.85
Home Equity Lines of Credit	167,535	4.32	166,824	4.59
Other Loans	69,062	1.78	39,338	1.08
Total Loans	\$ 3,875,253	100.00%	\$ 3,631,937	100.00%

Commercial Lending

General – A majority of National Penn Bank's loan assets are loans to business owners of many types. National Penn Bank makes commercial loans for real estate development, equipment financing, account receivables and inventory financing and other purposes as required by the broad spectrum of borrowers. Commercial loans by their nature carry higher risk than loans to consumers. The changes in commercial borrowers' financial condition and cash flow plus the potential volatility in the value of collateral held makes commercial lending a higher risk form of lending. Consequently, a greater percentage of National Penn Bank's resources and the staff's time are devoted to monitoring this area of the portfolio.

National Penn Bank's credit policies determine advance rates against the different forms of collateral that can be pledged against commercial loans. Typically, loans will be limited to 85% of real estate values, 75% of new equipment, 80% against eligible accounts receivable and 50% or less against finished inventory or raw material. Individual loan advance rates may be higher or lower depending upon the financial strength of the borrower and/or the term of the loan.

Below are different loan types and descriptions offered to National Penn Bank's commercial loan customers.

Commercial Real Estate

Commercial Properties – These loans include both construction loans and long-term loans financing commercial properties such as office buildings, retail strip malls, and medical office buildings. All properties in this category are non-owner occupied. Repayment of this kind of loan is dependent upon the resale of or lease of the subject property. Loan terms range from one year to 20 years. Interest rates can be either floating or fixed rates. Fixed rates are generally set for periods of three to seven years with either a rate reset provision or a balloon payment.

Residential Subdivision – These loans are made to residential subdivision developers for the building of residential properties including roadways, the installation of utilities and the actual construction of the one to four family houses. Repayment of this kind of loan is dependent upon the sale of individual houses to consumers or in some cases to other developers. Terms of the loan are generally for one to three years. Interest rates are usually floating, generally based on the *Wall Street Journal* prime rate or 30-day London Inter-Bank Offered Rate (LIBOR) plus an increment.

Multifamily – These loans provide the construction and/or long term financing of greater than five unit residential properties that are for lease. Loan terms are generally from one year to 20 years with some loans amortizing over 25 years. Interest rates can be either floating or fixed for three to 10 year periods. These loans are repaid from the lease of the individual units.

Commercial Business Loans

Loans in this general category are made to proprietors, professionals, partnerships and corporations. Repayment of this kind of loan generally comes from the cash flow of the business. The assets financed are used within the business for its ongoing operation.

Commercial Term Loans and Mortgages – These loans are typically used to finance the equipment and the owner-occupied real estate needs of the borrower. Terms will range from 3 to 25 years dependent upon the economic life of the asset financed. Interest rates will be either floating or fixed for periods up to 10 years. Many loans, although written with extended amortizations, will actually require balloon payments at 3, 5, or 10 years.

Commercial Lines of Credit – As of December 31, 2007, National Penn Bank had lines of credit representing \$1.24 billion in commitments to business owners. The lines finance short-term working capital needs of the borrower including funds for accounts receivable, inventory, short-term equipment needs and operating expenses. Lines of credit allow the business owner to borrow, repay, and re-borrow funds on an as needed basis up to a pre-determined maximum level. Lines of credit are typically committed for one year but may be granted for longer terms based on the financial strength of the borrower and the collateral provided. Typical collateral for a line of credit will consist of the borrower's accounts receivable, inventory, machinery and equipment. Sometimes the collateral will include the business real estate or the business owner's personal residence. Repayment of the line is dependent upon the ongoing success of the business and the conversions of assets, such as accounts receivable and inventory, to cash. Interest rates are usually floating and are generally based on *Wall Street Journal* Prime rate, or the 30 day London Inter-Bank Offered Rate (LIBOR).

Small Business Loans - National Penn Bank is a preferred lender as designated by the U.S. Small Business Administration (SBA). As such, National Penn Bank originates loans to business owners that qualify for a loan guaranty issued by the SBA. The amount of the guaranty can range from 50% to 85% of the loan amount dependent on the form of the loan. SBA guaranteed loans may be used to finance equipment, owner-occupied business real estate, accounts receivables and inventory. The term of SBA loans can range from a few months up to 20 years dependent upon the purpose and collateral offered. SBA regulations limit interest rates and terms. In calendar year 2007 National Penn Bank originated \$19.7 million SBA guaranteed loans compared to \$29.6 million originated in 2006. The Bank actively sells the guaranteed portion of these loans in the secondary market.

Leasing – National Penn Bank makes lease financing available to business customers through its wholly owned subsidiary, National Penn Leasing Company (NPLC). NPLC provides leases for many types of equipment, serving the manufacturing, service, transportation, and construction sectors. Leases are written at fixed rates for 3 to 7 year terms based on the economic life of the underlying equipment. Leases can be capital leases, operating leases, conditional sales contracts or other lease structures dependent on the financial condition and needs of the lessee as well as the type of equipment involved. NPLC started business in December 2002 and at December 31, 2007, had total leases outstanding of \$35.4 million.

Consumer Lending

General – National Penn Bank provides loans to consumers to finance personal residences, automobiles, college tuition, home improvements and other personal needs. During 2007, National Penn Bank originated first lien residential mortgages principally in eastern and central Pennsylvania. Originations in 2007 totaled \$177.2 million. All residential mortgages are sold to secondary market investors or held within National Penn Bank's investment or loan portfolios. At year-end 2007, the residential mortgages held in National Penn Bank's loan portfolio totaled \$373.1 million compared to \$414.0 million as of December 31, 2006.

National Penn Bank also provides home equity loans, home equity lines of credit and other consumer loans through its network of community offices and Private Banking division. The majority of National Penn Bank's consumer loans are secured by the borrower's residential real estate in either a first or second lien position. National Penn Bank requires a loan to value ratio of not greater than 90% on this portfolio with some exceptions based on the borrower's financial strength. National Penn Bank originates all of its home equity loans and home equity lines of credit directly with its customers. At December 31, 2007, NPB had consumer loan outstandings of \$589.0 million compared to \$564.5 million at December 31, 2006.

Investment Policies and Strategies

The investment portfolio includes the National Penn Bank portfolio and the National Penn Investment Company portfolio. The National Penn Bank portfolio totaled \$1.36 billion at December 31, 2007 and \$1.21 billion at December 31, 2006. The investment company portfolio was \$25.8 million at December 31, 2007 and \$41.3 million at December 31, 2006. At December 31, 2007, National Penn Investors Trust Company had a small investment portfolio of \$3.6 million as a vehicle to invest its capital.

National Penn Bank's investment portfolio consists primarily of Agency and Municipal bonds. The Agency bonds include debentures as well as mortgage backed securities issued by GMNA, FNMA and FHLMC. Agency and municipal bonds carry low risk-based capital requirements. In addition to following our strategy of growing the Agency and Municipal bond portfolio, 2007 provided an opportunity to add other high yielding securities consistent with our risk-reward profile. Collateralized Debt Obligations (CDOs) were purchased in 2007, backed by credit default swaps and bank and insurance trust preferred debt, to help mitigate margin compression and grow our investment portfolio according to internal budget expectations. On December 31, 2007, National Penn Bank owned \$142.1 million of CDOs. These CDOs are all investment grade securities, with yields higher than that of Agency or Municipal bonds. The primary purpose of the National Penn Bank investment portfolio is to provide a secondary source of liquidity. Another purpose is to provide a source of income. For liquidity purposes, we concentrate on buying high quality, highly marketable securities. We also construct the portfolio to provide a steady cash flow stream. A high percentage of the National Penn Bank investment portfolio supports our funding pledging needs (that is, we must pledge qualifying assets to secure deposits of municipalities and other governmental entities). In addition to the factors discussed, we follow a strategy of shortening the duration of the Bank portfolio when rates are low and lengthening the duration of the investment portfolio when rates are high. In 2007 we continued our strategy established in later 2005 of purchasing long-term securities. Whether we are buying shorter-term securities during low rate cycles, or longer-term securities during times of higher rates, we consider the impact of the investment portfolio in the Company's overall interest rate risk position. We therefore might adjust the strategy, due to our need to remain consistent with our interest rate risk corporate guidelines.

In 2007 and 2006, we pooled \$26.7 million and \$36.0 million, respectively, of our own production of ten and fifteen year fixed rate mortgage loans and converted the loans to FHLMC securities in order to transfer assets to the investment portfolio. This is a more price-efficient way to add mortgage-backed securities to our portfolio as compared to purchasing mortgage-backed securities in the secondary market. These loans, when securitized, are more liquid and also support our deposit pledging needs. There were no securitizations in 2005.

National Penn Investment Company's portfolio consists primarily of investments in regional or community banking organizations. These investments are in the form of common stock or trust preferred securities. The primary purpose of this portfolio is to generate income, including both current income in the form of interest and dividends, as well as long-term capital gains. Our strategy in the trust preferred portfolio is to invest in other banks where we can understand the financial performance and risks involved, while enjoying a higher return. These investments require the same risk-based capital as commercial loans, but the overall dollar amount of this portfolio, at \$25.8 million, is relatively small so the impact on capital is not material.

Operating Segments

At December 31, 2007, National Penn has one reportable segment, Community Banking, and certain other non-reportable segments, as described in Footnote 20 of the Notes to Consolidated Financial Statements included at Item 8 of this Report. Footnote 20 includes segment information on revenue, assets and income, and is incorporated by reference in this Item 1.

Potential Subprime Exposure

National Penn Bank's direct exposure to subprime mortgages was negligible as of December 31, 2007. The origination of subprime mortgages has historically represented a small fraction of National Penn's total mortgage loan originations. National Penn may have indirect exposure to the subprime mortgage market through its many banking relationships with commercial real estate developers and with a portion of its investment portfolio. The contraction in subprime credit availability may limit our borrowers' ability to obtain customers able to secure the necessary financing, adversely affecting real estate sales and our borrowers' liquidity and ability to repay debt. Bank and insurance trust preferred debt held in our investment portfolio contains portfolio names that may have direct subprime exposure.

Products and Services with Reputation Risk

National Penn and its subsidiaries offer a diverse range of financial and banking products and services. In the event one or more customers and/or governmental agencies become dissatisfied or objects to any product or service offered by National Penn or any of its subsidiaries, negative publicity with respect to any such product or service, whether legally justified or not, could have a negative impact on National Penn's reputation. The discontinuance of any product or service, whether or not any customer or governmental agency has challenged any such product or service, could have a negative impact on National Penn's reputation.

Future Acquisitions

Our acquisition strategy consists of identifying financial service companies, including banks, insurance agencies and investment advisers, with business philosophies that are similar to ours, which operate in strong markets, and which can be acquired at an acceptable cost. In evaluating acquisition opportunities, we generally consider potential revenue enhancements and operating efficiencies, asset quality, interest rate risk, and management capabilities. Discussions with acquisition candidates take place frequently.

Concentrations, Seasonality

We do not have any portion of our businesses dependent on a single or limited number of customers, the loss of which would have a material adverse effect on our business. No substantial portion of investments are concentrated within a single industry or group of related industries. The Company's commercial loan portfolio has a concentration in loans to commercial real estate investors and developers and a significant amount of loans are secured by real estate located in southeastern Pennsylvania. See also "Significant Concentrations of Credit Risk" in Footnote 1 to the consolidated financial statements included at Item 8 of this Report. While our businesses are not seasonal in nature, we experience some fluctuation in our deposits due to the seasonality of government and school district deposits. See "Liquidity and Interest Rate Sensitivity" in Item 7 of this Report.

Environmental Compliance

Our compliance with federal, state and local environmental protection laws had no material effect on capital expenditures, earnings or our competitive position in 2007, and is not expected to have a material effect on such expenditures, earnings or competitive position in 2008.

Employees

At December 31, 2007, National Penn and its subsidiaries had 1,289 full- and part-time employees. As of February 1, 2008, after completion of the Christiana and KNBT mergers, National Penn has 2,141 full and part-time employees.

Website Availability of Reports

We maintain a website at: www.nationalpennbancshares.com. We make our Forms 10-K, 10-Q and 8-K (and amendments to each) available on this website free of charge at the same time as those reports are filed with the SEC (or as soon as reasonably practicable following that filing).

Supervision and Regulation

Bank holding companies and banks operate in a highly regulated environment and are regularly examined by federal and state regulatory authorities.

The following discussion concerns various federal and state laws and regulations and the potential impact of such laws and regulations on National Penn and its subsidiaries.

To the extent that the following information describes statutory or regulatory provisions, it is qualified in its entirety by reference to the particular statutory or regulatory provisions themselves. Proposals to change laws and regulations are frequently introduced in Congress, the state legislatures, and before the various bank regulatory agencies. National Penn cannot determine the likelihood or timing of any such proposals or legislation or the impact they may have on National Penn and its subsidiaries. A change in law, regulations or regulatory policy may have a material effect on the business of National Penn and its subsidiaries.

Bank Holding Company Regulation

National Penn is registered as a bank holding company under the Bank Holding Company Act of 1956, as amended (“BHCA”) and is subject to inspection, examination and supervision by the Board of Governors of the Federal Reserve System (the “Federal Reserve”).

In general, the BHCA limits the business in which a bank holding company may engage to banking, managing or controlling banks and other activities that the Federal Reserve determines to be appropriately incidental to the business of banking. The Gramm-Leach-Bliley Act of 1999 (“GLBA”) amended the BHCA and established a new kind of bank holding company called a “financial holding company.” GLBA expanded the permissible activities of a bank holding company that elects to become a financial holding company. A financial holding company may engage in any type of financial activity. Although National Penn believes that it is eligible to do so, National Penn has not elected to become a “financial holding company.” See “Gramm-Leach-Bliley Act” below.

Bank holding companies are required to file periodic reports with and are subject to examination by the Federal Reserve. Federal Reserve regulations require a bank holding company to serve as a source of financial and managerial strength to its subsidiary banks. Pursuant to these “source of strength” regulations, the Federal Reserve may require National Penn to commit its resources to provide adequate capital funds to National Penn Bank during periods of financial stress or adversity. This support may be required at times when National Penn is unable to provide such support. Any capital loans by National Penn to National Penn Bank would be subordinate in right of payment to deposits and certain other indebtedness of National Penn Bank.

If any insured depository institution subsidiary of a bank holding company becomes “undercapitalized” (as defined by regulations) and is required to file a capital restoration plan with its appropriate federal banking agency, the Federal Deposit Insurance Act (“FDIA”) requires a bank holding company to guarantee the depository institution’s compliance with its capital restoration plan, up to specified limits.

The BHCA gives the Federal Reserve the authority to require a bank holding company to terminate any activity or relinquish control of a nonbank subsidiary (other than a nonbank subsidiary of a bank) upon the Federal Reserve’s determination that such activity or control constitutes a serious risk to the financial soundness and stability of any bank subsidiary of the bank holding company.

The BHCA prohibits National Penn from acquiring direct or indirect control of more than 5% of the outstanding shares of any class of voting stock or substantially all of the assets of any bank, or merging or consolidating with another bank holding company, without prior approval of the Federal Reserve. Such a transaction may also require approval of the Pennsylvania Department of Banking. Pennsylvania law permits Pennsylvania bank holding companies to control an unlimited number of banks.

The BHCA further prohibits National Penn from engaging in or from acquiring ownership or control of more than 5% of the outstanding shares of any class of voting stock of any company engaged in a non-banking business unless such business is determined by the Federal Reserve, by regulation or by order, to be so “closely related to banking” as to be a “proper incident” thereto. The BHCA does not place territorial restrictions on the activities of such non-banking-related businesses.

The Federal Reserve’s regulations concerning permissible non-banking activities for National Penn provide fourteen categories of functionally related activities that are permissible non-banking activities. These are:

- Extending credit and servicing loans.
- Certain activities related to extending credit.
- Leasing personal or real property under certain conditions.
- Operating non-bank depository institutions, including savings associations.
- Trust company functions.
- Certain financial and investment advisory activities.
- Certain agency transactional services for customer investments, including securities brokerage activities.
- Certain investment transactions as principal.
- Management consulting and counseling activities.
- Certain support services, such as courier and printing services.
- Certain insurance agency and underwriting activities.
- Community development activities.
- Issuance and sale of money orders, savings bonds, and traveler’s checks.
- Certain data processing services.

Depending on the circumstances, Federal Reserve approval may be required before National Penn or its non-bank subsidiaries may begin to engage in any such activity and before any such business may be acquired.

Dividend Restrictions

National Penn is a legal entity separate and distinct from National Penn Bank and National Penn’s other direct and indirect bank and non-bank subsidiaries.

National Penn’s revenues (on a parent company only basis) result almost entirely from dividends paid to National Penn by its subsidiaries. The right of National Penn, and consequently the right of creditors and shareholders of National Penn, to participate in any distribution of the assets or earnings of any subsidiary through the payment of such dividends or otherwise is necessarily subject to the prior claims of creditors of the subsidiary (including depositors, in the case of National Penn Bank and Christiana Bank & Trust Company – “Christiana”), except to the extent that claims of National Penn in its capacity as a creditor may be recognized.

Federal and state laws regulate the payment of dividends by National Penn's subsidiaries. See "Supervision and Regulation - Regulation of National Penn Bank and Christiana" in this Item 1. See also Footnote 18 to the consolidated financial statements included at Item 8 of this Report.

Further, it is the policy of the Federal Reserve that bank holding companies should pay dividends only out of current earnings. Federal banking regulators also have the authority to prohibit banks and bank holding companies from paying a dividend if the regulators deem such payment to be an unsafe or unsound practice.

Capital Adequacy

Bank holding companies are required to comply with the Federal Reserve's risk-based capital guidelines. Capital adequacy guidelines involve quantitative measures of assets, liabilities and certain off-balance sheet items calculated under regulatory accounting practices. Capital amounts and classifications are also subject to qualitative judgments by regulators about components, risk weighting and other factors. Capital adequacy guidelines are intended to ensure that bank holding companies have adequate capital given the risk levels of its assets and off-balance sheet financial instruments. The guidelines require that bank holding companies maintain minimum ratios of capital to risk-weighted assets. For purposes of calculating the ratios, a bank holding company's assets and some of its specified off-balance sheet commitments and obligations are assigned to various risk categories and its capital is classified in one of three tiers.

The required minimum ratio of total capital to risk-weighted assets (including certain off-balance sheet activities, such as standby letters of credit) is 8%. At least half of total capital must be "Tier 1 capital". Tier 1 capital consists principally of common shareholders' equity, retained earnings, a limited amount of qualifying perpetual preferred stock and minority interests in the equity accounts of consolidated subsidiaries, less goodwill and certain intangible assets. The remainder of total capital may consist of mandatory convertible debt securities and a limited amount of subordinated debt, qualifying preferred stock and loan loss allowance ("Tier 2 capital"). At December 31, 2007, National Penn's Tier 1 capital and total (Tier 1 and Tier 2 combined) capital ratios were 9.54% and 10.81%, respectively.

In addition to the risk-based capital guidelines, the Federal Reserve requires a bank holding company to maintain a minimum "leverage ratio". This requires a minimum level of Tier 1 capital (as determined under the risk-based capital rules) to average total consolidated assets of 3% for those bank holding companies that have the highest regulatory examination ratings and are not contemplating or experiencing significant growth or expansion. The Federal Reserve expects all other bank holding companies to maintain a ratio of at least 1% to 2% above the stated minimum. At December 31, 2007, National Penn's leverage ratio was 7.76%.

The Federal Reserve has also indicated that it will consider a "tangible Tier 1 capital leverage ratio" (deducting all intangibles) and other indicators of capital strength in evaluating proposals for expansion or new activities. The Federal Reserve has not advised National Penn of any specific minimum leverage ratio applicable to National Penn.

The FDIA requires an insured institution to take "prompt corrective action" in the event minimum capital requirements are not met. Pursuant to the "prompt corrective action" provisions of the FDIA, the federal banking agencies have specified, by regulation, the levels at which an insured institution is considered "well capitalized", "adequately capitalized", "undercapitalized", "significantly undercapitalized", or "critically undercapitalized."

Under these regulations, an institution is considered "well capitalized" if it satisfies each of the following requirements:

- It has a total risk-based capital ratio of 10% or more.
- It has a Tier 1 risk-based capital ratio of 6% or more.
- It has a leverage ratio of 5% or more.
- It is not subject to any order or written directive to meet and maintain a specific capital level.

At December 31, 2007, National Penn Bank qualified as "well capitalized" under these regulatory standards. See Footnote 18 of the Notes to Consolidated Financial Statements included at Item 8 of this Report.

FDIC Insurance Assessments

National Penn Bank and Christiana are each subject to deposit insurance assessments by the Federal Deposit Insurance Corporation ("FDIC"). The assessments are based on the risk classification of the depository institutions. National Penn Bank and Christiana were each required to pay (subject to certain credits) regular FDIC insurance assessments in 2007, and expect to be required to pay regular insurance assessments to the FDIC in 2008.

As part of a regulatory recapitalization in 1996, FDIC-insured deposits are now assessed to fund debt service on the Federal government's related bond payments. The current annualized rate established by the FDIC is \$.017 per \$100 of deposits. These bonds mature in 2017.

Regulation of National Penn Bank and Christiana

The operations of National Penn Bank and Christiana are each subject to various federal and state statutes applicable to banks chartered in the United States. The operations of National Penn Bank are also subject to regulations of the Office of the Comptroller of the Currency ("OCC"), the Federal Reserve, and the FDIC. The operations of Christiana are subject to regulations of the State Bank Commissioner of the State of Delaware and the FDIC.

The OCC and FDIC, which have primary supervisory authority over National Penn Bank and Christiana, respectively, regularly examine banks in such areas as reserves, loans, investments, management practices, trust, and other aspects of operations. These examinations are designed for the protection of depositors rather than shareholders. Each bank must furnish annual and quarterly reports to the primary regulator, each of which has the legal authority to prevent the bank from engaging in an unsafe or unsound practice in conducting its business.

Federal and state banking laws and regulations govern, among other things, the scope of a bank's business, the investments a bank may make, the reserves against deposits a bank must maintain, the types and terms of loans a bank may make and the collateral it may take, the activities of a bank with respect to mergers and consolidations, and the establishment of branches, including community offices. Pennsylvania law and Delaware law each permit statewide branching.

Under the National Bank Act, National Penn Bank is required to obtain the prior approval of the OCC for the payment of dividends if the total of all dividends declared by it in one year would exceed its net profits for the current year plus its retained net profits for the two preceding years, less any required transfers to surplus. In addition, National Penn Bank may only pay dividends to the extent that its retained net profits (including the portion transferred to surplus) exceed statutory bad debts. Under the FDIA, National Penn Bank is prohibited from paying any dividends, making other distributions or paying any management fees if, after such payment, it would fail to satisfy its minimum capital requirements.

Christiana is also subject to regulatory restrictions on the payment of dividends to National Penn. Currently, Christiana may pay dividends to the extent of its accumulated retained earnings.

As subsidiary banks of a bank holding company, National Penn Bank and Christiana are each subject to certain restrictions imposed by the Federal Reserve Act on extensions of credit to the bank holding company or its subsidiaries, on investments in the stock or other securities of the bank holding company or its subsidiaries, and on taking such stock or securities as collateral for loans.

The Federal Reserve Act and Federal Reserve regulations also place certain limitations and reporting requirements on extensions of credit by a bank to the principal shareholders of its parent holding company, among others, and to related interests of such principal shareholders. In addition, such legislation and regulations may affect the terms upon which any person becoming a principal shareholder of a holding company may obtain credit from banks with which the subsidiary bank maintains a correspondent relationship.

Regulation of Other Subsidiaries

National Penn's direct non-bank subsidiaries are subject to regulation by the Federal Reserve. In July 2005, National Penn converted Investors Trust Company from a state-chartered trust company regulated by the Federal Reserve and the Pennsylvania Department of Banking to a limited purpose national trust company regulated by the OCC. National Penn Bank's other direct non-bank subsidiaries are subject to regulation by the OCC.

In addition, National Penn Capital Advisors, Inc. and Vantage Investment Advisors, L.L.C., investment advisory firms, are each subject to regulation by the SEC and various state securities regulators. National Penn Bank's insurance agency subsidiaries, including those acquired in the KNBT merger, are also subject to regulation by the Pennsylvania Department of Insurance.

Monetary and Fiscal Policies

The financial services industry, including National Penn and its subsidiaries, is affected by the monetary and fiscal policies of government agencies, including the Federal Reserve. Through open market securities transactions and changes in its discount rate and reserve requirements, the Federal Reserve exerts considerable influence over the cost and availability of funds for lending and investment.

Gramm-Leach-Bliley Act

The Gramm-Leach-Bliley Act of 1999 ("GLBA"):

- Repealed various provisions of the Glass Steagall Act to permit commercial banks to affiliate with investment banks (securities firms).
- Amended the BHCA to permit qualifying bank holding companies to engage in any type of financial activity.
- Permits subsidiaries of national banks now to engage in a broad range of financial activities that are not permitted for national banks themselves.

The result is that banking companies are generally able to offer a wider range of financial products and services and are more readily able to combine with other types of financial companies, such as securities and insurance companies.

GLBA created a new kind of bank holding company called a "financial holding company" (an "FHC") that is authorized to engage in any activity that is "financial in nature or incidental to financial activities" and any activity that the Federal Reserve determines is "complementary to financial activities" and does not pose undue risks to the financial system. A bank holding company qualifies to become an FHC if it files an election with the Federal Reserve and if each of its depository institution subsidiaries is "well capitalized", "well managed", and CRA-rated "satisfactory" or better. Although National Penn believes that it is eligible to do so, National Penn has not elected to become a "financial holding company." National Penn has, instead, continued to utilize the continuing authority of national banks to create "operating subsidiaries" to expand its business products and services.

GLBA also authorizes national banks to create "financial subsidiaries." This is in addition to the present authority of national banks to create "operating subsidiaries." A "financial subsidiary" is a direct subsidiary of a national bank that satisfies the same conditions as an FHC, plus certain other conditions, and is approved in advance by the OCC. A "financial subsidiary" can engage in most, but not all, of the newly authorized activities. National Penn Bank has not created any "financial subsidiaries."

In addition, GLBA includes significant provisions relating to the privacy of consumer and customer information. These provisions apply to any company "the business of which" is engaging in activities permitted for an FHC, even if it is not itself an FHC. Thus, they apply to National Penn. GLBA requires a financial institution to adopt and disclose its privacy policy, give consumers and customers the right to "opt out" of disclosures to non-affiliated third parties, not disclose any account information to non-affiliated third party marketers and follow regulatory standards to protect the security and confidentiality of consumer and customer information.

Although the long-range effects of GLBA cannot be predicted, National Penn believes GLBA will further narrow the differences and intensify competition among commercial banks, investment banks, insurance firms and other financial services companies.

USA Patriot Act

In recent years, a major focus of governmental policy on financial institutions has been the combating of money laundering and terrorist financing. The USA Patriot Act of 2001 (the "Patriot Act") gave the federal government new powers to address terrorist threats through enhanced domestic security measures, expanded surveillance powers and increased information sharing. It also substantially broadened the scope of federal anti-money laundering laws and regulations by imposing significant new compliance and due diligence policies, creating new crimes and penalties and expanding the extra-territorial jurisdiction of the United States. The United States Treasury Department has issued a number of regulations to implement various provisions of the Patriot Act. These regulations impose obligations on National Penn to maintain appropriate policies, procedures and controls to detect, prevent and report money laundering and terrorist financing and to verify the identity of its customers. Failure to maintain and implement adequate programs to combat money laundering and terrorist financing or to comply with all of the relevant laws or regulations could have an adverse impact on National Penn's business.

Interest Rate Swaps

Information about the Company's interest rate swap derivatives is set forth in Footnotes 1 and 16 of the Notes to Consolidated Financial Statements included at Item 8 of this Report and is incorporated herein by reference.

Critical Accounting Policies, Judgments and Estimates

The accounting and reporting policies of National Penn conform with accounting principles generally accepted in the United States of America and general practices within the financial services industry. The policies significantly affecting the determination of National Penn's financial position, results of operations and cash flows, and are summarized in Footnote 1 (Summary of Significant Accounting Policies) of the Notes to Consolidated Financial Statements and discussed in the section captioned "Critical Accounting Policies, Judgments and Estimates" of Management's Discussion and Analysis of Financial Condition and Results of Operations, included in Items 7 and 8 of this Report, each of which is incorporated herein by reference.

Statistical Disclosures - Management's Discussion and Analysis

The following statistical disclosures are included in Item 7 of this Report, Management's Discussion and Analysis of Financial Condition and Results of Operations, and are incorporated by reference in this Item 1:

- Interest Rate Sensitivity Analysis.
- Interest Income and Expense, Volume and Rate Analysis.
- Average Balances, Average Rates, and Interest Rate Spread.
- Investment Portfolio.
- Loan Maturity and Interest Rate Sensitivity.
- Loan Portfolio.
- Risk Elements - Loans.
- Allowance for Loan Losses.
- Deposits.
- Short-Term Borrowings.
- Return on Equity and Assets; Dividend Payout Ratio.

Item 1A. RISK FACTORS

Variations in interest rates may negatively affect National Penn's financial performance.

Changes in interest rates may reduce profits. The primary source of income for National Penn is the differential, or the net interest spread, between the interest earned on loans, securities and other interest-earning assets, and the interest paid on deposits, borrowings and other interest-bearing liabilities. As prevailing interest rates change, net interest spreads are affected by the difference between the maturities and re-pricing characteristics of interest-earning assets and interest-bearing liabilities. In addition, loan volume and yields are affected by market interest rates on loans, and rising interest rates generally are associated with a lower volume of loan originations. An increase in the general level of interest rates may also adversely affect the ability of certain borrowers to repay their obligations. Accordingly, changes in levels of market interest rates could materially adversely affect National Penn's net interest spread, loan origination volume, asset quality and overall profitability.

Capital market conditions may affect National Penn's liquidity and market value of assets.

Ratings agencies have recently downgraded the ratings of various municipal bond insurers. These downgrades reflect the perceived reduced ability of the bond insurers to fulfill their guarantee obligations for the bonds they insure, as perceived by the ratings agencies. The market value of municipal bonds in National Penn's investment portfolio may be affected by the downgrades of the credit ratings of these bond insurers, notwithstanding the underlying performance of the issuers of the bonds themselves. This could result in changes in asset values that could reduce National Penn's profits or liquidity.

In a similar vein, conditions in the capital markets have been affected by the turmoil in sub-prime debt. There has been a spillover effect of this turmoil into other asset classes, notwithstanding the underlying performance of those asset classes. The market value of National Penn's investments may be affected by these conditions, resulting in changes in asset values that could reduce National Penn's profits or liquidity.

National Penn may fail to realize the anticipated benefits of recent transactions.

National Penn's success depends on, among other things, National Penn's ability to realize anticipated cost savings and revenue enhancements from the Christiana and KNBT mergers and to combine the businesses of National Penn, Christiana and KNBT in a manner that permits growth without materially disrupting existing customer relationships or resulting in decreased revenues resulting from any loss of customers. If National Penn is not able to successfully achieve these objectives, the anticipated benefits of the Christiana and KNBT acquisitions may not be realized fully or at all or may take longer to realize than expected.

Until the completion of the respective acquisitions, National Penn, Christiana and KNBT operated as independent entities. The integration process now underway includes the relocation or reorganization of systems, personnel, business units and operations, as well as systems conversion and integration, and will continue throughout 2008, with success dependent, at least in part, on the efforts of key employees and third party vendors. If not successfully managed, the integration effort could result in the loss of key employees, the disruption of National Penn's ongoing business or inconsistencies in standards, controls, procedures, and policies that adversely affect National Penn's ability to maintain relationships with customers and employees or to achieve the anticipated benefits of the Christiana and KNBT acquisitions.

Governmental regulation and legislation could limit National Penn's future growth.

National Penn and its subsidiaries are subject to extensive state and federal regulation, supervision and legislation that govern almost all aspects of the operations of National Penn and its subsidiaries. These laws, which are primarily intended for the protection of consumers, depositors and the government's deposit insurance funds, may change from time to time. National Penn cannot predict what effect any presently contemplated or future changes in the laws or regulations or in their interpretations would have on National Penn. Any such changes may negatively affect National Penn's ability to expand its products and services and to increase the value of its business and, as a result, could be materially adverse to National Penn's shareholders.

National Penn's ability to pay dividends depends primarily on dividends from its banking subsidiaries, which are subject to regulatory limits.

National Penn is a bank holding company. Its operations are conducted by direct and indirect subsidiaries, each of which is a separate and distinct legal entity. Substantially all of National Penn's assets are held by its direct and indirect subsidiaries.

National Penn's ability to pay dividends depends on its receipt of dividends from its direct and indirect subsidiaries. Its principal bank subsidiary, National Penn Bank, which includes National Penn Bank's FirstService Bank, HomeTowne Heritage Bank, Nittany Bank, and KNBT Bank divisions, is National Penn's primary source of dividends. Dividend payments from National Penn Bank and Christiana are subject to legal and regulatory limitations, generally based on net profits and retained earnings, imposed by bank regulatory agencies. The ability of National Penn Bank and Christiana to pay dividends is also subject to profitability, financial condition, capital expenditures and other cash flow requirements. At December 31, 2007, approximately \$56.2 million was available without the need for regulatory approval for the payment of dividends to National Penn from National Penn Bank. There is no assurance that National Penn Bank, Christiana and/or National Penn's other subsidiaries will be able to pay dividends in the future or that National Penn will generate adequate cash flow to pay dividends to its shareholders in the future. National Penn's failure to pay dividends on its common stock could have a material adverse effect on the market price of its common stock.

National Penn's future acquisitions could dilute ownership of National Penn and may cause National Penn to become more susceptible to adverse economic events.

National Penn has used its common stock to acquire other companies in the past and intends to acquire or make investments in banks and other complementary businesses with its common stock in the future. National Penn may issue additional shares of common stock to pay for those acquisitions, which would dilute the ownership interest of National Penn's shareholders upon closing. Future business acquisitions could be material to National Penn, and any failure to integrate these businesses into National Penn could have a material adverse effect on the value of National Penn common stock. In addition, any such acquisition could require National Penn to use substantial cash or other liquid assets or to incur debt. In those events, National Penn could become more susceptible to economic downturns and competitive pressures.

Competition from other financial institutions may adversely affect National Penn's profitability.

National Penn's subsidiaries face substantial competition in originating loans, both commercial and consumer. This competition comes principally from other banks, savings institutions, mortgage banking companies and other lenders. Many of National Penn's competitors enjoy advantages, including greater financial resources and higher lending limits, a wider geographic presence, more accessible branch office locations, the ability to offer a wider array of services or more favorable pricing alternatives, as well as lower origination and operating costs. Some of National Penn's competitors are extremely aggressive in loan pricing and structures they offer in their efforts to build market share. This competition could reduce National Penn's net income by decreasing the number and size of loans that National Penn's subsidiaries originate and the interest rates they may charge on these loans.

In attracting business and consumer deposits, National Penn's subsidiaries face substantial competition from other insured depository institutions such as banks, savings institutions and credit unions, as well as institutions offering uninsured investment alternatives, including money market funds. Many of National Penn's competitors enjoy advantages, including greater financial resources, more aggressive marketing campaigns and better brand recognition and more branch locations. These competitors may offer higher interest rates than National Penn, which could decrease the deposits that National Penn attracts or require National Penn to increase its rates to retain existing deposits or attract new deposits. Increased deposit competition could adversely affect National Penn's ability to generate the funds necessary for lending operations. As a result, National Penn may need to seek other sources of funds that may be more expensive to obtain and could increase National Penn's cost of funds.

National Penn's banking and non-banking subsidiaries also compete with non-bank providers of financial services, such as brokerage firms, consumer finance companies, credit unions, insurance agencies and governmental organizations which may offer more favorable terms. Some of National Penn's non-bank competitors are subject to less extensive regulations than those governing National Penn's banking operations. As a result, such non-bank competitors may have advantages over National Penn's banking and non-banking subsidiaries in providing financial products and services. This competition may reduce or limit National Penn's margins on banking and non-banking services, reduce its market share and adversely affect its earnings and financial condition.

National Penn's subsidiaries face intense competition with various other financial institutions for the attraction and retention of key personnel, specifically those who generate and maintain National Penn's customer relationships. These competitors may offer greater compensation and other benefits, which could result in the loss of potential and/or existing key personnel, including the loss of potential and/or existing substantial customer relationships.

A Warning About Forward-Looking Information

This annual report, including information incorporated by reference in this annual report, contains forward-looking statements about National Penn and its subsidiaries. In addition, from time to time, National Penn or its representatives may make written or oral forward-looking statements about National Penn and its subsidiaries. These forward-looking statements are intended to be covered by the safe harbor for forward-looking statements provided by the Private Securities Litigation Reform Act of 1995. Forward-looking statements are not statements of historical fact, and can be identified by the use of forward-looking terminology such as "believe," "expect," "may," "will," "should," "project," "plan," "seek," "intend," or "anticipate" or the negative thereof or comparable terminology. Forward-looking statements include discussions of strategy, financial projections and estimates and their underlying assumptions, statements regarding plans, objectives, expectations or consequences of various transactions, and statements about the future performance, operations, products and services of National Penn and its subsidiaries.

National Penn's businesses and operations, including the newly-acquired businesses and operations of Christiana and KNBT, are and will be subject to a variety of risks, uncertainties and other factors. Consequently, actual results and experience may materially differ from those contained in any forward-looking statements. Such risks, uncertainties and other factors that could cause actual results and experience to differ from those projected include, but are not limited to, the risk factors set forth above, as well as the following:

- National Penn's branding and marketing initiatives may not be effective in building name recognition and customer awareness of National Penn's products and services. In particular, the continued use of non-National Penn brands may be counterproductive to National Penn's overall branding and marketing strategy.
- National Penn may be unable to differentiate itself from its competitors by a higher level of customer service, as intended by its business strategy and other marketing initiatives.
- Expansion of National Penn's product and service offerings may take longer, and may meet with more effective competitive resistance from others already offering such products and services, than expected.
- New product development by new and existing competitors may be more effective, and take place more quickly, than expected.
- Geographic expansion may be more difficult, take longer, and present more operational and management risks and challenges, than expected.
- Business development in newly entered geographic areas, including those entered by mergers and acquisitions such as the Christiana and KNBT acquisitions, may be more difficult, and take longer, than expected.
- National Penn may be less effective in cross-selling its various products and services, and in utilizing web-based and other alternative delivery systems, than expected.
- Projected business increases following completed transactions, new product development, geographic expansion, and productivity and investment initiatives, may be lower than expected, and recovery of associated costs may take longer than expected.
- National Penn may be unable to attract and/or retain key executives and other key personnel due to intense competition for such persons or otherwise.
- Growth and profitability of National Penn's non-interest income or fee income may be less than expected.
- General economic or business conditions, either nationally or in the regions in which National Penn does business, may be less favorable than expected, resulting in, among other things, a deterioration in credit quality, a reduced demand for credit, or a decision by National Penn to reevaluate staffing levels or to divest one or more lines of business.

- Expected synergies and cost savings from mergers and acquisitions, including the Christiana and KNBT acquisitions, may not be fully realized or realized as quickly as expected.
- Revenues and loan growth following mergers and acquisitions, including the Christiana and KNBT acquisitions, may be less than expected.
- Loan losses, deposit attrition, operating costs, customer and key employee losses, and business disruption following mergers and acquisitions, including the Christiana and KNBT acquisitions, may be greater than expected.
- Business opportunities and strategies potentially available to National Penn after mergers and acquisitions, including the Christiana and KNBT acquisitions, may not be successfully or fully acted upon.
- Costs, difficulties or delays related to the integration of businesses or systems of acquired companies, including Christiana, KNBT and their respective subsidiaries, with National Penn's business or systems may be greater than expected.
- Technological changes, including systems conversions and integration, may be more difficult to make or more expensive than expected or present unanticipated operational issues.
- Maintaining information security, and dealing with any breach of information security, may be more difficult and expensive than expected and may present operational or reputation risks.
- Legislation or regulatory changes, including without limitation, changes in laws or regulations on competition, industry consolidation, development of competing financial products and services, changes in accounting rules and practices, changes in or additional customer privacy and data protection requirements, and intensified regulatory scrutiny of National Penn and the financial services industry in general, may adversely affect National Penn's costs and business.
- Market volatility may continue in the securities markets, with an adverse effect on National Penn's securities and asset management activities.
- In the current environment of increased investor activism, including hedge fund investment policies and practices, shareholder concerns or actions due to stock price changes of financial service companies, may require increased management/board attention, efforts and commitments, deferring or decreasing the focus on business development and operations.
- A downward movement in real estate values could adversely affect National Penn's asset quality and earnings.
- Repurchase obligations with respect to real estate mortgages sold in the secondary market could adversely affect National Penn's earnings.
- Changes in consumer spending and savings habits could adversely affect National Penn's business.
- Negative publicity with respect to any National Penn product or service, whether legally justified or not, could adversely affect National Penn's reputation and business.
- Various domestic or international military or terrorist activities or conflicts may have a negative impact on National Penn's business as well as the foregoing and other risks.
- National Penn may be unable to successfully manage the foregoing and other risks and to achieve its current short-term and long-term business plans and objectives.

Because forward-looking statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such statements. National Penn cautions shareholder and other readers not to place undue reliance on such statements.

All written or oral forward-looking statements attributable to National Penn or any person acting on its behalf made after the date of this annual report are expressly qualified in their entirety by the risk factors and cautionary statements contained in this annual report. National Penn does not undertake any obligation to release publicly any revisions to such forward-looking statements to reflect events or circumstances after the date of this annual report or to reflect the occurrence of unanticipated events.

Item 1B. UNRESOLVED STAFF COMMENTS

None.

Item 2. PROPERTIES

National Penn does not own or lease any property. Currently, National Penn Bank, including its KNBT Division, owns 84 properties and leases 93 other properties. National Penn's other direct and indirect subsidiaries lease 10 properties. The properties owned are not subject to any major liens, encumbrances, or collateral assignments.

The principal office of National Penn and National Penn Bank is owned by National Penn Bank and located at Philadelphia and Reading Avenues, Boyertown, Pennsylvania 19512; six other owned or leased properties are located in the immediate vicinity of the principal office. National Penn Bank, as successor by merger to Keystone Nazareth Bank & Trust Company (See "Recent Developments"), also owns the principal office of the KNBT Division, located at 90 Highland Avenue, Bethlehem, Pennsylvania, and the office building located at 236 Brodhead Road, Bethlehem, Pennsylvania.

National Penn Bank, including its KNBT Division, currently operates 137 community offices located in the following Pennsylvania counties: Berks, Bucks, Carbon, Centre, Chester, Delaware, Lancaster, Lehigh, Luzerne, Monroe, Montgomery, Northampton, Philadelphia and Schuylkill, as well as one located in Cecil County, Maryland. 63 of these community offices are owned; 74 are leased. In addition to these offices, National Penn Bank presently owns or leases 155 automated teller machines located throughout these fifteen counties, all of which are located at community office locations except for 23 that are "free-standing" (not located at an office).

As previously announced, National Penn Bank plans to consolidate National Penn Bank and KNBT Division community offices located in Lehigh and Northampton counties and close nine community offices as the result, in the second quarter 2008.

National Penn's other banking subsidiary, Christiana, operates two community banking offices in the greater Wilmington, Delaware area, one of which is owned and one of which is leased.

Item 3. LEGAL PROCEEDINGS

Various actions and proceedings are currently pending to which National Penn or one or more of its subsidiaries is a party. These actions and proceedings arise out of routine operations and, in management's opinion, are not expected to have a material impact on the Company's financial position or results of operations.

Item 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

A special meeting of the shareholders of National Penn Bancshares, Inc. was held on December 17, 2007. Notice of the meeting was mailed to shareholders of record on or about November 16, 2007 together with proxy solicitation materials prepared in accordance with Section 14 (a) of the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder.

The special meeting was held to consider and act upon a proposal by the Board of Directors to approve the Agreement and Plan of Merger between National Penn and KNBT.

There was no solicitation in opposition to the Board's proposal to approve the merger, and the proposal was approved by the required vote – a majority of the votes cast on the matter. The number of votes cast for or against, as well as the number of abstentions and broker nonvotes, on this proposal were as follows:

<u>For</u>	<u>Against</u>	<u>Abstentions</u>	<u>Broker Nonvotes</u>
30,367,681	716,395	44,893	9,370

Item 4A. EXECUTIVE OFFICERS OF THE REGISTRANT

The principal executive officers of National Penn, as of February 27, 2008, are as follows:

<u>Name</u>	<u>Age</u>	<u>Principal Business Occupation During the Past Five Years</u>
Glenn E. Moyer	56	President and Chief Executive Officer of National Penn and Chairman of National Penn Bank. President and Chief Executive Officer of National Penn and Chairman, President and Chief Executive Officer of National Penn Bank in 2007. President of National Penn and President and Chief Executive Officer of National Penn Bank from December 2003 to December 2006. Executive Vice President of National Penn from April 2001 to December 2003 and President and Chief Operating Officer of National Penn Bank from January 2001 to December 2003.
Scott V. Fainor	46	Senior Executive Vice President and Chief Operating Officer of National Penn and President and Chief Executive Officer of National Penn Bank. President and Chief Executive Officer of KNBT Bancorp, Inc. and Keystone Nazareth Bank & Trust Company from October 2003 to February 2008. Prior thereto, President and Chief Executive Officer of First Colonial Group, Inc. and Nazareth National Bank from January 2002 to October 2003.
Bruce G. Kilroy	58	Group Executive Vice President of National Penn since January 2001.
Garry D. Koch	53	Group Executive Vice President and Director of Risk Management of National Penn since January 2001.
Paul W. McGloin	60	Group Executive Vice President and Chief Lending Officer of National Penn since January 2002.
Sandra L. Bodnyk	56	Group Executive Vice President, Consumer/Small Business Banking. Senior Executive Vice President and Chief Risk Officer of KNBT Bancorp, Inc. and Keystone Nazareth Bank & Trust Company from July 2006 to February 2008. Executive Vice President and Chief Risk Officer of Keystone Nazareth Bank from May 2005 to July 2006. Executive Vice President and Chief Credit Officer of Keystone Nazareth Bank from May 2004 to May 2005. Prior thereto, Senior Vice President, Group Manager, Business Banking, Wachovia Bank, N.A.
Carl F. Kovacs	57	Group Executive Vice President, Operations/Technology. Executive Vice President and Chief Information Officer, Keystone Bank & Trust Company from May 2005 to February 2008. Senior Vice President and Chief Information Officer of Keystone National Bank from November 2003 to May 2005. Senior Vice President, Information Technology and General Operations, Nazareth National Bank from December 2002 to October 2003.
Michael R. Reinhard	50	Group Executive Vice President and Chief Financial Officer of National Penn. Group Executive Vice President and Corporate Planning Officer of National Penn from January 2004 to September 2007. Executive Vice President of National Penn Bank from January 2002 to January 2004.
Gary L. Rhoads	53	Executive Vice President and Chief Accounting Officer of National Penn, and Chief Financial Officer of National Penn Bank. Group Executive Vice President, Treasurer and Chief Financial Officer of National Penn from January 2001 to September 2007. Chief Financial Officer of National Penn Bank since January 2001.

Donald P. Worthington	64	Group Executive Vice President, Wealth, Asset, Trust, Investment Management. Also Vice Chairman, National Penn Investors Trust Company and Chairman, Christiana Bank & Trust Company. Executive Vice President, National Penn Bank, and Chairman, First Service Bank Division, since 2003. President, National Penn Investors Trust Company, 2004 to 2008.
Sandra L. Spayd	64	Group Executive Vice President, Secretary and Corporate Governance Officer of National Penn. Corporate Secretary of National Penn Bank. Executive Vice President and Corporate Secretary of National Penn Bank from January 2002 to January 2004. (Retiring on March 1, 2008).
Michelle H. Debkowski	39	Executive Vice President, Assistant Corporate Secretary and Investor Relations Officer. Chief Accounting and Investor Relations Officer of National Penn from October 2004 to September 2007. Senior Vice President from January 2003 to December 2006. Regulatory Compliance Director of National Penn from August 1995 to October 2004. CPA and CRP.
H. Anderson Ellsworth	60	Executive Vice President and Securities Law Compliance Director of National Penn. Senior Vice President from October 2004 to December 2006. Prior thereto, Attorney, President and Shareholder of Ellsworth, Carlton, Mixell & Waldman, P.C. (law firm).
Janice S. McCracken	43	Executive Vice President and Director of Finance and Management Accounting of National Penn. Senior Vice President from December 2002 to December 2006.
Jorge A. Leon	49	Executive Vice President and Corporate Planning Officer. President, National Penn Mortgage Company from April 2004 to December 2007. Chief Operating Officer, National Penn Mortgage Company from January 2004 to April 2004. Prior thereto, in 2002 and 2003, Chief Financial Officer of Covalent Group, Inc. (a clinical research organization).
Michael A. Meeneghan	55	Executive Vice President and President, National Penn Insurance Agency, Inc. since February 2006. Vice President and Sales Manager.CBIZ, Inc. (consulting and accounting firm) September 2005 to February 2006. Prior thereto, Vice President, Business Development, with The Addis Group (insurance agency subsidiary of Susquehanna Bancshares, Inc.) from September 2002 to September 2005.

The Chief Executive Officer and the Chief Operating Officer of National Penn are elected by National Penn's Board of Directors and serve until they resign, retire, become disqualified, or are removed by the Board. Other National Penn executive officers are approved by the Compensation Committee of the Board and serve until they resign, retire, become disqualified, or are removed by the Committee.

PART II

Item 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

National Penn's common stock currently trades on the NASDAQ Global Select Market tier of The NASDAQ Stock Market under the symbol: "NPBC". As of December 31, 2007, National Penn had 4,910 shareholders of record.

The following table reflects the high and low closing sale prices reported for National Penn's common stock, and the cash dividends declared on National Penn's common stock, for the periods indicated, after giving retroactive effect to a 3% stock dividend at September 28, 2007, and a 3% stock dividend at September 30, 2006.

MARKET VALUE OF COMMON STOCK

	2007		2006	
	<u>High</u>	<u>Low</u>	<u>High</u>	<u>Low</u>
1 st Quarter	\$ 20.01	17.16	\$ 21.47	\$ 18.68
2 nd Quarter	18.85	16.19	19.85	17.32
3 rd Quarter	18.83	14.11	19.80	17.77
4 th Quarter	17.76	14.18	20.39	18.67

CASH DIVIDENDS DECLARED ON COMMON STOCK

	2007		2006	
	1 st Quarter	\$ 0.1626	\$ 0.1555	
2 nd Quarter	0.1626	0.1555		
3 rd Quarter	0.1626	0.1555		
4 th Quarter	0.1700	0.1626		

National Penn's ability to pay cash dividends to its shareholders is substantially dependent upon the ability of its banking subsidiaries to pay cash dividends to National Penn. Information on regulatory restrictions upon National Penn Bank's ability to pay cash dividends is set forth in Footnote No. 18 to the Consolidated Financial Statements included in Item 8 of this Report, which information is incorporated by reference in this Item 5.

The Trust Preferred Securities of NPB Capital Trust II are reported on NASDAQ's Global Select Market, currently under the symbol "NPBCO". Effective April 7, 2008, the symbol for these trust preferred securities will change to "NPBC-." These securities have a par value of \$25.00 and the preferred dividend is 7.85%.

The following table provides information on repurchases by National Penn of its common stock in each month of the quarter ended December 31, 2007:

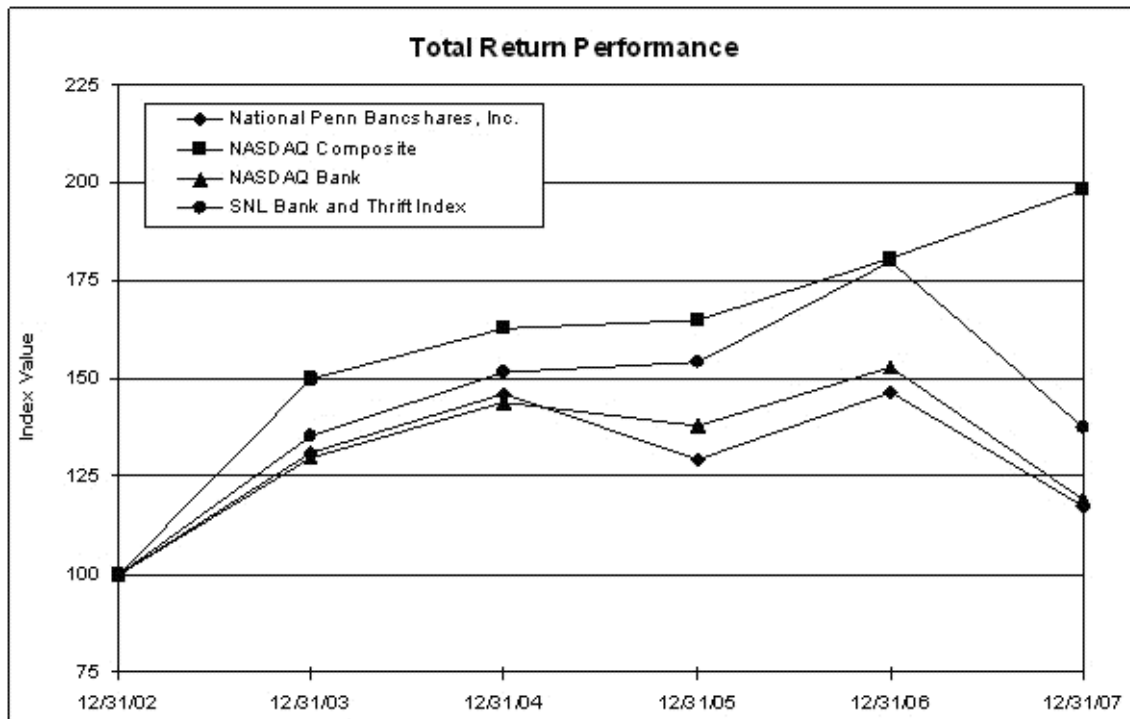
Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that may yet be Purchased Under the Plans or Programs
October 1, 2007 Through October 31, 2007	9,732	\$ 16.96	9,732	966,691
November 1, 2007 Through November 30, 2007	309,307	\$ 14.67	309,307	657,384
December 1, 2007 Through December 31, 2007	7,000	\$ 15.83	7,000	650,384

-
1. Transactions are reported as of settlement dates.
 2. National Penn's current stock repurchase program was approved by its Board of Directors and announced on December 22, 2005.
 3. The number of shares approved for repurchase under National Penn's current stock repurchase programs is 2,121,800 (as adjusted for the 3% stock dividend on September 28, 2007).
 4. National Penn's current stock repurchase program has no expiration date.
 5. No National Penn stock repurchase plan or program expired during the period covered by the table. National Penn's prior stock repurchase program was completed during third quarter 2006.
 6. National Penn has no stock repurchase plan or program that it has determined to terminate prior to expiration or under which it does not intend to make further purchases.

PERFORMANCE GRAPH

The following graph compares the performance of National Penn's common shares to the Nasdaq StockMarket Total Return Index and the Nasdaq Bank Stock Index during the last five years. The graph shows the value of \$100 invested in National Penn common stock and both indices on December 31, 2002 and the change in the value of National Penn's common shares compared to the indices as of the end of each year. The graph assumes the reinvestment of all dividends. Historical stock price performance is not necessarily indicative of future stock price performance.

NATIONAL PENN BANCSHARES, INC.



<i>Index</i>	<i>Period Ending</i>					
	12/31/02	12/31/03	12/31/04	12/31/05	12/31/06	12/31/07
National Penn Bancshares, Inc.	100.00	131.29	146.04	129.61	146.63	117.39
NASDAQ Composite	100.00	150.01	162.89	165.13	180.85	198.60
NASDAQ Bank	100.00	129.93	144.21	137.97	153.15	119.35
SNL Bank and Thrift Index	100.00	135.57	151.82	154.20	180.17	137.40

Source : SNL Financial LC, Charlottesville, VA
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Item 6. SELECTED FINANCIAL DATA

Five Year Statistical Summary (dollars in thousands, except share and per share data)

Year Ended	2007	2006	2005	2004	2003
BALANCE SHEET (1)					
Total assets (5)	\$ 5,824,421	\$ 5,452,288	\$ 4,603,389	\$ 4,481,094	\$ 3,514,457
Total deposits	3,946,163	3,825,633	3,309,046	3,143,193	2,435,296
Loans and leases, net (2)	3,820,356	3,573,631	2,993,744	2,816,849	2,221,434
Total investment securities	1,381,021	1,261,882	1,091,714	1,189,803	934,375
Total shareholders' equity (5)	563,947	542,869	447,668	430,426	319,696
Book value per share (3), (5)	11.49	11.32	10.02	9.69	8.18
Percent shareholders' equity to assets(5)	9.68%	9.96%	9.72%	9.61%	9.10%
Trust and other assets under management	\$ 2,942,324	\$ 2,620,076	\$ 1,651,322	\$ 1,284,264	\$ 1,038,756
EARNINGS (1),(4)					
Total interest income	\$ 335,473	\$ 302,185	\$ 242,586	\$ 198,775	\$ 165,648
Total interest expense	179,453	148,826	93,937	60,493	51,099
Net interest income	156,020	153,359	148,649	138,282	114,549
Provision for loan and lease losses	7,832	2,541	3,200	4,800	9,371
Net interest income after provision for loan and lease losses	148,188	150,818	145,449	133,482	105,178
Other income	73,198	66,867	57,016	46,774	41,285
Other expenses (5)	138,773	133,331	125,064	119,229	104,344
Income before income taxes (5)	82,613	84,354	77,401	61,027	42,119
Income taxes (5)	17,380	20,245	18,921	14,243	8,238
Net income for continuing operations (5)	65,233	64,109	58,480	46,784	33,881
Net income from discontinued operations	-	-	-	-	8,621
Net income (5)	\$ 65,233	\$ 64,109	\$ 58,480	\$ 46,784	\$ 42,502
Cash dividends paid	\$ 32,534	\$ 31,039	\$ 27,973	\$ 25,199	\$ 21,324
Dividend payout ratio (5)	49.87%	48.42%	47.83%	53.86	49.96%
Return on average assets (5)	1.16%	1.24%	1.29%	1.04%	1.21%
Return on average shareholders' equity (5)	12.0%	12.6%	13.4%	10.9%	13.3%
PER SHARE DATA (3)					
Per Share of Common Stock-basic (5)					
Income from continuing operations	\$ 1.32	\$ 1.31	\$ 1.27	\$ 1.08	\$ 0.85
Discontinued operations	-	-	-	-	0.23
Net Income	\$ 1.32	\$ 1.31	\$ 1.27	\$ 1.08	\$ 1.08
Per Share of Common Stock-diluted (5)					
Income from continuing operations	\$ 1.31	\$ 1.29	\$ 1.25	\$ 1.06	\$ 0.83
Discontinued operations	-	-	-	-	0.22
Net Income	\$ 1.31	\$ 1.29	\$ 1.25	\$ 1.06	\$ 1.05
Dividends paid in cash	\$ 0.660	\$ 0.631	\$ 0.608	\$ 0.585	\$ 0.540
Dividends paid in stock	3%	3%	5-for-4 split	5-for-4 split	5%
SHAREHOLDERS AND STAFF					
Average shares outstanding-basic (3)	49,344,066	47,491,081	44,628,677	42,021,188	38,323,946
Average shares outstanding-diluted (3)	49,908,327	48,291,413	45,369,941	42,939,743	39,286,491
Shareholders of record	4,910	4,946	4,374	4,316	3,684
Staff – Full-time equivalents	1,171	1,197	1,141	1,098	940

(1) Balances have been adjusted for the sale in 2003 of Pansia N.A. which is being presented as discontinued operations.

(2) Includes loans held for sale.

(3) Restated to reflect a 3% stock dividend in 2007 and 2006, 5-for-4 stock split in 2005 and 2004, and a 5% stock dividend in 2003.

(4) Results of operations are included for the following acquisitions: Nittany Financial Corp. for January 26, 2006 through December 31, 2006, Peoples First, Inc. for June 10, 2004 thru December 31, 2004; HomeTowne Heritage Bank for December 12, 2003 thru December 31, 2003 and FirstService Bank for February 25, 2003 thru December 31, 2003.

(5) Reflects the adoption of FAS 123(R) under the modified retrospective method.

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

The following discussion and analysis is intended to assist in understanding and evaluating the major changes in the earnings performance of the Company and financial condition of the Company as of December 31, 2007, with a primary focus on an analysis of operating results. Accordingly, this discussion and analysis does not include a discussion of the earnings performance or financial condition of either Christiana Bank & Trust Company ("Christiana"), acquired by the Company on January 4, 2008, or of KNBT Bancorp, Inc. ("KNBT"), acquired by the Company on February 1, 2008. Current performance does not guarantee and may not be indicative of similar performance in the future. The following discussion and analysis should be read in conjunction with the Company's consolidated financial statements as of December 31, 2007, included in this Report at Item 8.

The Company's strategic plan provides for a highly profitable financial services company within the markets it serves. Specifically, management is focused on increased market penetration in selected geographic areas, and achieving excellence in both retail and commercial lines of business. The acquisition of Christiana and KNBT in the first quarter of 2008 are similar strategic initiatives.

The current economic climate and interest rate environment present challenges for all financial institutions in achieving their business goals. Continued interest margin compression makes asset growth a priority, as well as the development of fee income. The Company's goal is for asset growth each year to be generated through a combination of internal growth and growth by mergers and acquisitions. In 2007, substantially all of the Company's asset growth was internally generated. The 2008 acquisitions further support that goal. Both enable the Company to expand its customer base into new territory and further grow its wealth management operations.

In addition to historical information, this Form 10-K contains forward-looking statements. Forward-looking statements in this document are subject to risks and uncertainty. Forward-looking statements include information concerning possible or assumed future results of operations by the Company. When we use words such as "believe", "expect", "anticipate", or similar expressions, we are making forward-looking statements. Additional information concerning forward-looking statements is contained in this Report at Item 1A. Risk Factors, which is incorporated by reference into this Management's Discussion and Analysis.

CRITICAL ACCOUNTING POLICIES, JUDGMENTS AND ESTIMATES

The accounting and reporting policies of the Company conform with accounting principles generally accepted in the United States of America ("GAAP") and predominant practice within the banking industry. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and the assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results could differ from those estimates.

The Company considers that the determination of the allowance for loan and lease losses involves a higher degree of judgment and complexity than its other significant accounting policies. The allowance for loan and lease losses is calculated with the objective of maintaining a reserve level believed by management to be sufficient to absorb estimated credit losses. Management's determination of the adequacy of the allowance is based on periodic evaluations of the loan portfolio and other relevant factors. However, this evaluation is inherently subjective as it requires material estimates, including, among others, expected default probabilities, loss given default, expected commitment usage, the amounts and timing of expected future cash flows or collateral liquidation values on impaired loans, mortgages, and general amounts for historical loss experience. The process also considers economic conditions, uncertainties in estimating losses and inherent risks in the loan portfolio. All of these factors may be susceptible to significant change. To the extent actual outcomes differ from management estimates, additional provisions for loan losses may be required that would adversely impact earnings in future periods.

Goodwill is subject to impairment testing at least annually to determine whether write-downs of the recorded balances are necessary. In this testing, the Company employs general industry practices in accordance with GAAP. A fair value is determined for each reporting unit using various market valuation methodologies. If the fair values of the reporting units exceed their book values, no write-down of recorded goodwill is necessary. If the fair value of a reporting unit is less, an expense may be required on the Company's books to write down the related goodwill to the proper carrying value. The Company tests for impairment of goodwill as of June 30 each year, and again at any quarter-end if any material events occur during a quarter that may affect goodwill. Through its annual analysis as of June 30, 2007, the Company has not identified any impairment of its goodwill. No events occurred during third or fourth quarter 2007 necessitating a re-test of goodwill impairment. No assurance can be given that future goodwill impairment tests will not result in a charge to earnings.

The Company recognizes deferred tax assets and liabilities for the future tax effects of temporary differences, net operating loss carry-forwards and tax credits. Deferred tax assets are subject to management's judgment based upon available evidence that future realization is more likely than not. If management determines that the Company may be unable to realize all or part of net deferred tax assets in the future, a direct charge to income tax expense may be required to reduce the recorded value of the net deferred tax asset to the expected realizable amount.

As of January 1, 2006, the Company adopted the fair value recognition provisions of FAS123(R), using the modified retrospective method. FAS123(R) requires that the Company measure and recognize compensation expense for share-based compensation, based on the fair value of the award at the date of grant. The fair value of each option grant under the Company's share-based compensation plans is estimated using the Black-Sholes option pricing model based on various estimates and assumptions, including expected volatility, expected dividends, expected terms, expected forfeitures and the risk-free rates associated with the awards. All of these estimates and assumptions may be susceptible to significant change that may impact earnings in future periods.

The Company has not substantially changed any aspect of its overall approach in the application of the foregoing policies. There have been no material changes in assumptions or estimation techniques utilized as compared to previous years.

FINANCIAL CONDITION

At December 31, 2007, total assets were \$5.82 billion, an increase of \$372.1 million or 6.8% from the \$5.45 billion at December 31, 2006. The increase in assets in 2007 is reflected primarily in the net loan and lease category and the investments category, which increased \$246.7 million and \$119.1 million, respectively.

Total assets at the end of 2006 increased \$848.9 million or 18.4% to \$5.45 billion over the \$4.60 billion at year-end 2005. The increase in assets in 2006 is reflected primarily in the net loan and lease category, and the investments category, which increased \$579.9 million, and \$170.2 million, respectively.

LOAN PORTFOLIO

Net loans and leases, including loans held for sale, increased to \$3.82 billion during 2007, an increase of \$246.7 million or 6.9% compared to 2006. In 2006, net loans increased \$579.9 million or 19.4% compared to 2005. The Company gained \$279.4 million in net loans in 2006 in the acquisition of Nittany. Excluding the Nittany loans, core loan growth was 9.9% in 2006. Residential mortgages originated for immediate resale during the year ended December 31, 2007 amounted to \$159.6 million. The Company had \$3.8 million in loans held for sale at December 31, 2007.

The Company's loans are widely diversified by borrower, industry group, and geographical area in the Company's market areas. The following summary shows the year-end composition of the Company's loan portfolio (in thousands) (1):

	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>2004</u>	<u>2003 (2)</u>
Commercial and Industrial Loans and Leases	\$ 883,733	\$ 780,475	\$ 708,653	\$ 625,554	\$ 482,884
Real Estate Loans:					
Construction and Land Dev.	328,720	311,163	206,201	201,410	149,531
Residential	1,451,762	1,407,437	1,078,772	1,025,955	754,977
Other (non-farm, non-residential)	1,137,544	1,076,141	995,596	957,677	828,843
Loans to Individuals	73,494	56,721	60,586	63,843	54,466
Total	<u>\$ 3,875,253</u>	<u>\$ 3,631,937</u>	<u>\$ 3,049,808</u>	<u>\$ 2,874,439</u>	<u>\$ 2,270,701</u>

(1) The classification of loans in the above table corresponds to defined bank regulatory reporting categories and is presented for analytical purposes. Internal classification of loans is described in Item 1. "Lending" in this Report.

(2) Balances have been adjusted for the sale in 2003 of Pansia Bank, N.A.

Maturities and sensitivity to changes in interest rates in certain loan categories in the Company's loan portfolio at December 31, 2007, are summarized below (in thousands):

	<u>One Year or Less*</u>	<u>After One Year to Five Years</u>	<u>After Five Years</u>	<u>Total</u>
Commercial and Industrial Loans and Leases	\$ 420,076	\$ 258,262	\$ 205,395	\$ 883,733
Construction and Land Dev.	185,807	92,865	50,048	328,720
Total	<u>\$ 605,883</u>	<u>\$ 351,127</u>	<u>\$ 255,443</u>	<u>\$ 1,212,453</u>

*Demand loans, past-due loan and overdrafts are reported in "One Year or Less."

Loan balances segregated in terms of sensitivity to changes in interest rates at December 31, 2007, are summarized below (in thousands):

	<u>After One Year to Five Years</u>	<u>After Five Years</u>
Predetermined Interest Rate	\$ 255,345	\$ 159,667
Floating Interest Rate	95,782	95,776
Total	<u>\$ 351,127</u>	<u>\$ 255,443</u>

Determinations of maturities included in the loan maturity table are based upon contract terms. In situations where a renewal is appropriate, the Company's policy in this regard is to evaluate the credit for collectibility consistent with the normal loan evaluation process. This policy is used primarily in evaluating ongoing customers' use of their lines of credit that are at floating interest rates. As of December 31, 2007, the Company's outstanding lines of credit to customers total \$494.9 million.

RISK ELEMENTS – LOANS

A loan is placed in a non-accrual status at the time when ultimate collectibility of principal or interest, wholly or partially, is in doubt. Past due loans are those loans which were contractually past due 90 days or more as to interest or principal payments but are well secured and in the process of collection. Restructured loans are those loans whose terms have been renegotiated to provide a reduction or deferral of principal or interest as a result of the deteriorating financial position of the borrower.

Nonperforming Assets (in thousands):

	December 31,					
	2007	2006	2005	2004	2003	
Non-accrual Loans	\$ 15,198	\$ 8,554	\$ 11,961	\$ 11,103	\$ 13,673	
Loans Past Due 90 or More Days as to Interest or Principal	87	94	183	870	318	
Total Nonperforming Loans	\$ 15,285	\$ 8,648	\$ 12,144	\$ 11,973	\$ 13,991	
Other Real Estate Owned	-	1,291	-	-	735	
Total Nonperforming Assets	\$ 15,285	\$ 9,939	\$ 12,144	\$ 11,973	\$ 14,726	
Gross Amount of Interest that would Have Been Recorded at original rate on Non-accrual and Restructured Loans	\$ 655	\$ 662	\$ 878	\$ 492	\$ 449	
Interest Received From Customers on Non-accrual and Restructured Loans	133	247	441	835	613	
Net Impact on Interest Income of Non-performing Loans	\$ 522	\$ 415	\$ 437	\$ (343)	\$ (164)	

The allowance for loan and lease losses to non-performing assets was 359% and 587% at December 31, 2007 and 2006, respectively. Another measure of the Company's credit quality is reflected by the ratio of net charge-offs to average total loans and leases of 0.30% for 2007 versus 0.09% for 2006, and the ratio of non-performing assets to total loans of 0.39% at December 31, 2007 compared to 0.27% at December 31, 2006. Of the \$11.2 million in net charge-offs in 2007, \$6.1 million were commercial and industrial loans.

Additional discussion regarding non-performing assets is set forth in the paragraph of this Item 7 titled "Allowance for Loan and Lease Losses".

The Company has not engaged in any transactions with entities established and operated by former members of senior management or individuals with former management relationships with the Company.

INVESTMENT PORTFOLIO

The investment portfolio is primarily a secondary source of liquidity, but it also serves as a source of income. As such, the investment portfolio consists of shorter-term investments that provide current liquidity and longer-term investments that provide higher income. Regardless of classification as to shorter-term or longer-term, the majority of the Company's investments are readily marketable securities held as available for sale, and the majority of the Company's investments qualify as collateral for deposit pledging needs.

Certain investment securities purchased during the second half of 2004 were classified as held to maturity. Due to our pledging requirements, these securities would most likely be held to maturity regardless of classification.

Investments of both held to maturity and available for sale increased \$119.1 million or 9.4% to \$1.38 billion at December 31, 2007 compared to December 31, 2006. Investment purchases during 2007 were \$360.7 million, primarily collateralized debt obligations and municipal securities. Market valuation and other adjustments totaled \$13.0 million. This increase was partially offset by investment calls and maturities and the amortization of mortgage backed securities totaling \$144.1 million. Also, during 2007, the Company sold approximately \$110.5 million in investment securities available for sale resulting in \$2.1 million in net gains. The sale proceeds were re-deployed into higher-yielding investments.

A summary of investment securities available for sale at December 31, 2007, 2006 and 2005 follows (in thousands):

	2007		2006		2005	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value	Amortized Cost	Fair Value
US Treasury	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
US Government agency	44,001	44,029	152,500	150,133	178,412	175,650
State and municipal	430,062	434,301	269,975	278,893	232,738	243,289
Mortgage-backed	448,394	447,764	510,367	499,922	468,758	458,460
Trust Preferred Pools/ Collateralized Debt Obligations	152,196	142,134	-	-	-	-
Marketable equity & other	67,418	69,198	73,251	81,949	56,298	63,707
Total	\$ 1,142,071	\$ 1,137,426	\$ 1,006,093	\$ 1,010,897	\$ 936,206	\$ 941,106

A summary of investment securities held to maturity at December 31, 2007, 2006 and 2005 follows (in thousands):

	December 31, 2007		December 31, 2006		December 31, 2005	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value	Amortized Cost	Fair Value
State and municipal	\$ 185,281	\$ 185,840	\$ 183,506	\$ 184,685	\$ 71,396	\$ 70,820
Mortgage-backed	58,314	57,378	67,479	64,890	79,212	76,808
Total	\$ 243,595	\$ 243,218	\$ 250,985	\$ 249,575	\$ 150,608	\$ 147,628

The maturity distribution and weighted average yield of the investment securities of the Company at December 31, 2007 are presented in the following tables. Weighted average yields on tax-exempt obligations have been computed on a fully taxable equivalent basis assuming a tax rate of 35%. All average yields were calculated on the book value of the related securities. Stocks and other securities having no stated maturity have been included in the "After 10 Years" category.

Securities Available for Sale - Yield by Maturity (dollars in thousands):

	Within 1 Year		After 1 But Within 5 Yrs		After 5 But Within 10 Yrs		After 10 Yrs		Total	
	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield
US Treasury	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
US Government agency	8,979	3.88%	31,899	4.21%	3,151	4.89%	-	0.00%	44,029	4.19%
State and municipal	4,310	5.81%	22,913	6.60%	82,548	7.86%	324,530	6.72%	434,301	6.92%
Mortgage-backed	36,993	3.09%	82,478	3.94%	57,826	4.05%	270,467	5.13%	447,764	4.60%
Trust Preferred Pools/ Collateralized Debt Obligations	-	0.00%	-	0.00%	15,450	7.69%	126,684	7.81%	142,134	7.80%
Marketable equity & other	1,991	4.25%	621	6.98%	-	0.00%	66,586	2.43%	69,198	2.53%
Total	\$ 52,273	3.49%	\$ 137,911	4.46%	\$ 158,975	6.40%	788,267	5.99%	\$ 1,137,426	5.74%

Securities Held to Maturity at Market Value (dollars in thousands):

	Within 1 Year		After 1 But Within 5 Yrs		After 5 But Within 10 Yrs		After 10 Yrs		Total	
	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield
State and municipal	\$ -	0.00%	\$ -	0.00%	\$ 383	6.15%	\$ 185,457	6.54%	\$ 185,840	6.54%
Mortgage-backed	-	0.00%	57,378	3.90%	-	0.00%	-	0.00%	57,378	3.90%
Total	\$ -	0.00%	\$ 57,378	3.90%	\$ 383	6.15%	\$ 185,457	6.54%	\$ 243,218	5.92%

OTHER ASSETS

Other assets on the balance sheet increased to \$511.5 million, an increase of \$5.9 million compared to the \$505.6 million at December 31, 2006. These assets include net premises and equipment, accrued interest receivable, bank owned life insurance, goodwill and other intangibles, unconsolidated investments and other assets. The increase was primarily due to the increase in premise and equipment because of the purchase of a building in the second quarter 2007 for \$7.0 million for future use as an operations center.

As of December 31, 2006, other assets increased \$110.1 million or 27.8% compared to December 31, 2005. Goodwill and other intangibles accounted for \$79.7 million (net of amortization of intangibles) of the increase, resulting from the Nittany acquisition in 2006. An additional increase of \$16.0 million was due to an increase in Bank Owned Life Insurance (BOLI), with \$5.0 million directly related to the acquisition of Nittany and \$8.0 million related to purchases of additional policies during 2006; the remainder is the increase in BOLI is the cash surrender value of the insurance policies held by the Company.

DEPOSITS

As the primary source of funds, aggregate year-end deposits of \$3.95 billion at December 31, 2007 increased \$120.5 million or 3.2% compared to 2006. In 2007, non-interest bearing deposits increased \$13.3 million and interest bearing deposits increased \$107.3 million.

Deposits of \$3.83 billion at December 31, 2006 increased \$516.6 million or 15.6% compared to deposits at December 31, 2005. The increase in 2006 was primarily due to the addition of Nittany Bank deposits of \$250.4 million and other growth in deposits of \$266.2 million, of which \$227.7 million was time deposits. In 2006, non-interest bearing deposits decreased \$458,000 and interest bearing deposits increased \$517.0 million.

The following is a distribution of the average amount of, and the average rate paid on, the Company's deposits for each year in the three-year period ended December 31, 2007 (dollars in thousands):

	2007		2006		2005	
	<u>Average Amount</u>	<u>Average Rate</u>	<u>Average Amount</u>	<u>Average Rate</u>	<u>Average Amount</u>	<u>Average Rate</u>
Non-interest bearing						
demand deposits	\$ 495,224	-%	\$ 502,168	-%	\$ 511,620	-%
Savings deposits*	1,862,959	2.92%	1,775,115	2.62%	1,570,145	1.61%
Time deposits	1,471,067	4.72%	1,426,302	4.29%	1,050,061	3.38%
Total	<u>\$ 3,829,250</u>	<u>3.24%</u>	<u>\$ 3,703,585</u>	<u>2.91%</u>	<u>\$ 3,131,826</u>	<u>1.94%</u>

* Interest bearing checking, savings, and money market deposits.

The aggregate amount of jumbo certificates of deposits, issued in the amount of \$100,000 or more was \$546.1 million in 2007, \$535.1 million in 2006, and \$481.0 million in 2005.

The following is a breakdown, by maturities, of the Company's time certificates of deposit of \$100,000 or more as of December 31, 2007. The Company has no other time deposits of \$100,000 or more as of December 31, 2007 (in thousands):

<u>Maturity</u>	
3 months or less	\$ 147,625
Over 3 through 6 months	105,128
Over 6 months through 12 months	227,985
Over 12 months	65,366
Total	<u>\$ 546,104</u>

In addition to deposits, earning assets are funded to some extent through purchased funds and borrowings. These include securities sold under repurchase agreements, federal funds purchased, short-term borrowings, long-term borrowings, and subordinated debentures. In the aggregate, these funds totaled \$1.25 billion at the end of 2007, a \$233.1 million or 22.8% increase compared to year-end 2006. Total securities sold under repurchase agreements increased \$58.1 million, due to increased use of wholesale repurchase agreements with correspondent banks. Federal funds purchased increased \$18.0 million since December 31, 2006. Long-term borrowings increased \$153.9 million as a result of paying down short-term borrowings to lock in lower long-term rates.

Total borrowings and purchased funds of \$1.0 billion at December 31, 2006 represents an increase in total borrowings and purchased funds at December 31, 2005 by \$216.8 million or 27.0%. Total securities sold under repurchase agreements declined \$73.4 million, due to a decline in cash management repurchase agreements which were redirected to a new cash management vehicle classified as a money market account. Federal funds purchased declined \$61.5 million since December 31, 2005. Long-term borrowings increased \$227.8 million as a result of paying down short-term borrowings to lock in lower long-term rates.

A summary of each category of short-term borrowings for 2007, 2006, and 2005 is included in Footnote 7 and is incorporated herein by reference.

The following table presents average balances, average rates and interest rate spread information for the years ended December 31, 2007, 2006 and 2005:

Average Balances, Average Rates, and Interest Rate Spread*
(Dollars in thousands)

	2007			Year Ended December 31, 2006			2005		
	Average Balance	Interest	Average Rate	Average Balance	Interest	Average Rate	Average Balance	Interest	Average Rate
INTEREST EARNING ASSETS:									
Interest bearing deposits at banks	\$7,080	\$213	3.01%	\$8,020	\$368	4.59%	\$7,629	\$174	2.28%
U.S. Treasury	-	-	-	-	-	-	10,578	270	2.55
U.S. Government agencies	659,002	29,934	4.54	734,592	33,320	4.54	761,846	31,737	4.17
State and municipal*	536,730	38,076	7.09	377,520	27,218	7.21	295,421	21,156	7.16
Other bonds and securities	135,728	9,500	7.00	72,915	3,932	5.39	75,904	3,575	4.71
Total investments	1,331,460	77,511	5.82	1,185,027	64,470	5.44	1,143,749	56,738	4.96
Federal funds sold	891	41	4.60	605	31	5.12	1,354	58	4.28
Trading account securities	-	-	-	-	-	-	-	-	-
Commercial loans and lease financing*	2,766,254	210,661	7.62	2,554,608	190,941	7.47	2,351,433	157,103	6.68
Installment loans	460,934	31,318	6.79	424,108	28,326	6.68	333,216	20,871	6.26
Mortgage loans	503,672	31,692	6.29	491,665	30,140	6.13	290,758	16,869	5.80
Total loans and leases	3,730,860	273,672	7.34	3,470,381	249,407	7.19	2,975,407	194,843	6.55
Total earning assets	5,070,291	\$351,437	6.93%	4,664,033	\$314,276	6.74%	4,128,139	\$251,813	6.10%
Allowance for loan and lease losses	(57,506)			(59,178)			(57,010)		
Non-interest earning assets	594,174			577,292			473,402		
Total assets	5,606,959			5,182,147			4,544,531		
INTEREST BEARING LIABILITIES:									
Interest bearing deposits	\$3,334,026	\$123,944	3.72%	\$3,201,417	\$107,711	3.36%	\$2,620,206	\$60,765	2.32%
Securities sold under repurchase agreements and federal funds purchased	468,600	19,170	4.09	500,372	18,394	3.68	553,872	13,496	2.44
Short-term borrowings	6,332	167	2.63	7,271	282	3.88	4,936	142	2.88
Long-term borrowings	697,821	36,172	5.18	414,316	22,439	5.42	375,124	19,534	5.21
Total interest bearing liabilities	4,506,778	\$179,453	3.98%	4,123,376	\$148,826	3.61%	3,554,138	\$93,937	2.64%
Non-interest bearing deposits	495,224			502,168			511,620		
Other non-interest bearing liabilities	58,936			49,508			42,171		
Total liabilities	5,060,939			4,675,052			4,107,929		
Equity capital	546,020			507,095			436,602		
Total liabilities and equity capital	\$5,606,959			\$5,182,147			\$4,544,531		
INTEREST RATE MARGIN**									
		\$171,984	3.39%		\$165,450	3.55%		\$157,876	3.82%
Tax equivalent interest		15,964	0.31%		12,092	0.26%		9,227	0.22%
Net interest income		<u>\$156,020</u>	3.08%		<u>\$153,358</u>	3.29%		<u>\$148,649</u>	3.60%

*Full taxable equivalent basis, using a 35% effective tax rate.

**Represents the difference between interest earned and interest paid, divided by total earning assets.

Loan outstandings, net of unearned income, include non-accruing loans.

Fee income included.

SHAREHOLDERS' EQUITY

Shareholders' equity increased \$21.1 million from December 31, 2006 through December 31, 2007 to \$563.9 million. Retained earnings increased \$7.6 million due to the retention of net income, partially offset by cash dividends declared in 2007 as well as the adoption of SFAS 159. Accumulated other comprehensive income decreased \$6.1 million due primarily to an adjustment for a change in market value of investments. Cash dividends paid in 2007 increased \$1.5 million or 4.8% to \$32.5 million compared to the cash dividends paid during 2006. Earnings retained during 2007 were 50.1% compared to 51.6% during 2006. The Company paid a 3% stock dividend on September 28, 2007, September 30, 2006 and split its common stock five-for-four on September 30, 2005.

RESULTS OF OPERATIONS

The Company recorded a 1.8% increase in net income to \$65.2 million in the year ended December 31, 2007, compared to net income of \$64.1 million in the year ended December 31, 2006. Diluted earnings per share increased \$0.02 or 1.6% for the year ended December 31, 2007 to \$1.31 per share from \$1.29 in the year ended December 31, 2006 and \$1.25 in the year ended December 31, 2005. The difference in the percentage increase in net income when compared to the percentage increase in diluted earnings per share is due to the larger number of weighted average common shares outstanding. Net income for 2006 of \$64.1 million was 9.6% more than the \$58.5 million reported in 2005. On a per share basis, basic earnings were \$1.32, \$1.31 and \$1.27 for 2007, 2006, and 2005 respectively.

Financial results for the years ended December 31, 2006 and 2005 include expenses and/or recoveries associated with the 2004 fraud loss. Information regarding the impact on financial results for these years is disclosed in the section entitled *Basis of Financial Statement Presentation* in Footnote 1, incorporated herein by reference.

For the year ended December 31, 2007, the return on average shareholders' equity and return on average assets were 12.0% and 1.16% compared to 12.6% and 1.24% for 2006.

Non-GAAP return on average tangible equity for the year ended December 31, 2007 was 24.5%, compared to 27.1% for 2006.

This Report contains supplemental financial information determined by methods other than in accordance with Accounting Principles Generally Accepted in the United States of America ("GAAP"). National Penn's management uses this non-GAAP measure in its analysis of the Company's performance. This non-GAAP financial measure, annualized net income return on average tangible equity, excludes the average balance of acquisition-related goodwill and intangibles in determining average tangible shareholders' equity. Banking and financial institution regulators also exclude goodwill and intangibles from shareholders' equity when assessing the capital adequacy of a financial institution. Management believes the presentation of this financial measure excluding the impact of these items provides useful supplemental information that is essential to a proper understanding of the financial results of National Penn, as it provides a method to assess management's success in utilizing the Company's tangible capital. This disclosure should not be viewed as a substitute for results determined in accordance with GAAP, nor is it necessarily comparable to non-GAAP performance measures that may be presented by other companies.

The following table reconciles these non-GAAP performance measures to the most similar GAAP performance measures:

Reconciliation Table for Non-GAAP Financial Measures:

	Year Ended December 31,	
	2007	2006
Return on average shareholders' equity	11.95 %	12.64%
Effect of goodwill and intangibles	12.57	14.42
Return on average tangible equity	24.52 %	27.06%
Average tangible equity excludes acquisition related average good will and intangibles:		
Average shareholders' equity	\$ 546,020	\$ 507,084
Average goodwill and intangibles	(280,013)	(270,200)
Average tangible equity	\$ 266,007	\$ 236,884

Net interest income is the difference between interest income on assets and interest expense on liabilities. Net interest income increased \$2.7 million or 1.7% to \$156.0 million in 2007 from the 2006 amount of \$153.4 million. Interest income increased \$33.3 million or 11.0% to \$335.5 million in 2007, as compared to \$302.2 million in 2006, as a result of an increase in loan interest income of \$24.2 million and an increase in investment securities interest income of \$9.2 million. Interest expense in 2007 increased \$30.6 million or 20.6% to \$179.4 million from the 2006 amount of \$148.8 million due to an increase in interest on deposits of \$16.2 million, an increase in interest on long-term borrowings of \$13.7 million, and an increase in expense for securities sold under repurchase agreements and federal funds sold of \$776,000. The increase in interest expense on deposits is due primarily to an increase in the volume of interest bearing deposits and the average rate paid on these deposits in 2007. The increase in interest expense on borrowings is a result of an increase in the average balance of borrowings outstanding during 2007 and an increase in the average rate on borrowings in the long-term borrowings category.

The cost of attracting and holding deposited funds is an ever-increasing expense in the banking industry. These increases are the real costs of deposit accumulation and retention, including FDIC insurance costs, marketing and community office overhead expenses. Such costs are necessary for continued growth and to maintain and increase market share of available deposits.

The following table presents the dollar amount of changes in interest income and interest expense for major components of interest-earning assets and interest-bearing liabilities. It distinguishes between the increase related to higher outstanding balances and that due to the levels and volatility of interest rates. For each category of interest-earning assets and interest-bearing liabilities, information is provided on changes attributable to:

- changes in volume (i.e., changes in volume multiplied by old rate); and
- changes in rate (i.e., changes in rate multiplied by new volume).

For purposes of the following table, changes attributable to both rate and volume, which cannot be segregated, have been allocated proportionately to the change due to volume and the change due to rate. Net interest income, on a taxable equivalent basis, increased \$6.5 million in the year ended December 31, 2007, as compared to 2006. This increase is due to a \$11.8 million increase due to the volume of interest earning assets, offset by a \$5.3 million net interest margin compression.

(in thousands)	2007 over 2006 (1)			2006 over 2005 (1)		
	Volume	Rate	Total	Volume	Rate	Total
<u>Increase (decrease) in:</u>						
<u>Interest income:</u>						
Interest bearing deposits at banks	\$ (43)	\$ (112)	\$ (155)	\$ 9	\$ 185	\$ 194
Securities:						
US Treasury and Agencies	(3,429)	43	(3,386)	2,834	(1,521)	1,313
State and municipal	11,479	(621)	10,858	(2,140)	8,202	6,062
Other bonds and securities	3,388	2,181	5,569	(141)	498	357
Total investment securities	11,438	1,603	13,041	553	7,179	7,732
Federal funds sold	15	(5)	10	(32)	5	(27)
Loans:						
Commercial loans and lease financing	15,820	3,901	19,721	13,574	20,264	33,838
Installment loans	2,460	532	2,992	5,693	1,762	7,455
Mortgage loans	736	816	1,552	11,656	1,615	13,271
Total loans	19,016	5,249	24,265	30,923	23,641	54,564
Total interest income	\$ 30,426	\$ 6,735	\$ 37,161	\$ 31,453	\$ 31,010	\$ 62,463
<u>Interest Expense:</u>						
Interest bearing deposits	4,462	11,771	16,233	13,479	33,467	46,946
Securities sold under repurchase agreements and federal funds purchased	(1,168)	1,944	776	(1,304)	6,202	4,898
Short-term borrowings	(36)	(79)	(115)	67	73	140
Long-term borrowings	15,354	(1,621)	13,733	2,041	864	2,905
Total borrowed funds	14,150	244	14,394	804	7,139	7,943
Total interest expense	18,612	12,015	30,627	14,283	40,606	54,889
Increase (decrease) in interest rate margin	\$ 11,814	\$ (5,280)	\$ 6,534	\$ 17,170	\$ (9,596)	\$ 7,574

Variance not solely due to rate or volume is allocated to the volume variance.

Net interest margin is net interest income divided by total interest earning assets. During 2007, net interest margin was 3.39%, compared to 3.55% during 2006 and 3.82% during 2005. The decline in the net interest margin from the 2006 margin is attributable to continued competitive pressures and general overall margin compression.

ALLOWANCE FOR LOAN AND LEASE LOSSES

The provision for loan and lease losses is determined by periodic reviews of loan quality, current economic conditions, loss experience and loan growth. Based on these factors, the provision for loan and lease losses was \$7.8 million for the year ended December 31, 2007 and \$2.5 million and \$3.2 million for the years ended December 31, 2006 and 2005, respectively. The allowance for loan and lease losses of \$54.9 million at year-end 2007 and \$58.3 million at year-end 2006 as a percentage of total loans was 1.42% at year-end 2007 and 1.61% at year-end 2006.

Net loan charge-offs increased to \$11.2 million in 2007, compared to net loan charge-offs of \$3.2 million in 2006 and \$4.7 million in 2005. Management continues to believe its loan loss allowance is adequate to cover losses inherent in the current portfolio.

A detailed analysis of the Company's allowance for loan and lease losses for the five years ended December 31, 2007, is shown below (dollars in thousands):

	December 31,				
	2007	2006	2005	2004	2003
Balance at beginning of year	\$ 58,306	\$ 56,064	\$ 57,590	\$ 49,265	\$ 40,578
Charge-offs:					
Commercial and industrial loans and leases	7,144	3,556	4,239	3,388	8,066
Real estate loans:					
Construction and land development	2,705	1,152	-	-	75
Residential	1,600	905	1,961	1,070	611
Other	1,148	65	656	941	1,277
Loans to individuals	454	178	389	218	2,315
Total charge-offs	13,051	5,856	7,245	5,617	12,344
Recoveries:					
Commercial and industrial	1,065	1,879	1,650	1,860	3,556
Real estate loans:					
Construction and land development	205	31	1	332	537
Residential	339	517	299	647	348
Other	152	135	497	55	784
Loans to individuals	49	100	72	84	272
Total Recoveries	1,810	2,662	2,519	2,978	5,497
Net charge-offs	11,241	3,194	4,726	2,639	6,847
Provision charged to expense	7,832	2,541	3,200	4,800	9,371
Acquired in acquisitions	-	2,895	-	6,164	6,163
Balance at end of year	\$ 54,897	\$ 58,306	\$ 56,064	\$ 57,590	\$ 49,265
Ratio of net charge-offs during the period to average loans outstanding during the period	0.30%	0.09%	0.16%	0.10%	0.34%

Commercial and industrial loans, real estate loans, and construction loans are charged off to the allowance as soon as it is determined that the repayment of all or part of the principal balance is highly unlikely. Loans to individuals are charged off any time repayment is deemed highly unlikely or as soon as the loan becomes 120 days delinquent. Because all identified losses are immediately charged off, no portion of the allowance for loan and lease losses is restricted to any individual loan or groups of loans, and the entire allowance is available to absorb any and all loan and lease losses.

The Company maintains an allowance for loan and lease losses at a level deemed sufficient to absorb losses, which are inherent in the loan portfolio at each balance sheet date. Management reviews the adequacy of the allowance on at least a quarterly basis to ensure that the provision for loan and lease losses has been charged against earnings in an amount necessary to maintain the allowance at a level that is appropriate based on management's assessment of probable estimated losses. The Company's methodology for assessing the appropriateness of the allowance for loan and lease losses consists of several key elements. These elements include a specific reserve for doubtful or high risk loans, an allocated reserve based on historical trends, and an unallocated portion. The Company consistently applies the following comprehensive methodology.

The specific reserve for high risk loans is established for specific commercial and industrial loans, real estate development loans, and construction loans which have been identified by bank management as being high risk loan assets. These high risk loans are assigned a doubtful risk rating grade because the loan has not performed according to payment terms and there is reason to believe that repayment of the loan principal in whole or part is unlikely. The specific portion of the allowance is the total amount of potential unconfirmed losses for these individual doubtful loans. To assist in determining the fair value of loan collateral, the Company often utilizes independent third party qualified appraisal firms which in turn employ their own criteria and assumptions that may include occupancy rates, rental rates, and property expenses, among others.

The second category of reserves consists of the allocated portion of the allowance. The allocated portion of the allowance is determined by taking pools of loans outstanding that have similar characteristics and applying historical loss experience for each pool. This estimate represents the potential unconfirmed losses within the portfolio. Individual loan pools are created for commercial loans, real estate development and construction loans, and for the various types of loans to individuals. The historical estimation for each loan pool is then adjusted to account for current conditions, current loan portfolio performance, loan policy or management changes or any other factor, which may cause future losses to deviate from historical levels. Before applying the historical loss experience percentages, loan balances are reduced by the portion of the loan balances, if any, which are subject to a guarantee by a government agency.

The Company also maintains an unallocated allowance. The unallocated allowance is used to cover any factors or conditions which may cause a potential loan loss but are not specifically identifiable. It is prudent to maintain an unallocated portion of the allowance because no matter how detailed an analysis of potential loan losses is performed, these estimates by definition lack precision. Management must make estimates using assumptions and information, which is often subjective and changing rapidly. At December 31, 2007, management believes that the allowance for loan losses and nonperforming loans remained safely within acceptable levels.

During the quarterly review of the allowance for loan and lease losses, the Company considers a variety of factors that include:

- General economic conditions.
- Trends in charge-offs.
- The level of non-performing assets, including loans over 90 days delinquent.
- Levels of allowance for specific classified assets.
- A review of portfolio concentration of any type, either customer, industry loan type, collateral or risk grade.

The Company also maintains an allowance for losses on commitments to extend credit, which is included in other liabilities and is computed using information similar to that used to determine the allowance for loan and lease losses, modified to take into account the probability of drawdown on the commitment as well as inherent risk factors on those commitments.

The following table shows how the allowance for loan and lease losses is allocated among the various types of loans and leases that the Company has outstanding. This allocation is based on management's specific review of the credit risk of the outstanding loans and leases in each category as well as historical trends.

Allocation of the Allowance for Loan and Lease Losses (1)(2)
(dollars in thousands)

	2007		2006		2005		2004		2003	
	Allowance	% Loan Type to Total Loans	Allowance	% Loan Type to Total Loans	Allowance	% Loan Type to Total Loans	Allowance	% Loan Type to Total Loans	Allowance	% Loan Type to Total Loans
Commercial and industrial	\$12,491	22.8%	\$12,484	21.5%	\$12,479	23.2%	\$11,951	21.7%	\$9,884	21.3%
Real estate loans:										
Construction and land dev.	4,646	8.5%	4,979	8.6%	3,630	6.8%	3,855	7.0%	3,061	6.6%
Residential	20,520	37.5%	22,511	38.7%	18,991	35.4%	19,606	35.6%	15,453	33.2%
Other	16,079	29.3%	17,213	29.6%	17,526	32.6%	18,284	33.2%	16,965	36.5%
Loans to individuals	1,039	1.9%	907	1.6%	1,069	2.0%	1,377	2.5%	1,115	2.4%
Unallocated	122	N/A	212	N/A	2,369	N/A	2,517	N/A	2,787	N/A
	<u>\$54,897</u>	<u>100.0%</u>	<u>\$58,306</u>	<u>100.0%</u>	<u>\$56,064</u>	<u>100.0%</u>	<u>\$57,590</u>	<u>100.0%</u>	<u>\$49,265</u>	<u>100.0%</u>

- (1) This allocation is made for analytical purposes. The total allowance is available to absorb losses from any segment of the portfolio.
- (2) The classification of loans in the above table corresponds to defined bank regulatory reporting categories and is presented for analytical purposes. Internal classification of loans is described in Item 1. "Business - Lending" of this Report.

NON-INTEREST INCOME AND EXPENSES

Non-interest income increased \$6.3 million or 9.5% in 2007 compared to 2006, primarily as a result of a \$3.3 million increase in wealth management income, and a \$3.1 million increase in other operating income due primarily to a gain of \$2.8 million for the change in fair value of the Company's subordinated debt related to NPB Capital Trust II trust preferred securities which are subject to fair market valuation under FASB No. 159. Net gains on sale of investment securities increased \$1.2 million due to increased volume of sales and BOLI income increased \$1.0 million due primarily to death benefit payouts. Mortgage banking income declined \$1.3 million due to discontinuing our wholesale mortgage business and the general slowing of the residential mortgage lending environment. Gain on sale of building was \$449,000 in 2007 compared to \$1.3 million in 2006.

Non-interest income increased \$9.9 million or 17.3% in 2006 compared to 2005, primarily as a result of a \$5.0 million increase in wealth management income, \$1.4 million in income from equity-method partnership investments, and \$1.3 million in service charges on deposit accounts. The increase in wealth management income is primarily attributable to income from Vantage Investment Advisors, LLC, acquired as part of the Nittany acquisition in January 2006, but also to income contributed by Resources for Retirement, Inc., acquired in April 2006, and income throughout this year from trust and third party investment services. The increase in service charges on deposit accounts was primarily due to collection on a larger deposit base as a result of the Nittany acquisition. Mortgage banking income declined \$1.1 million as compared to 2005 as a result of the general cooling of the residential mortgage lending environment. Total non-interest income also includes gains of \$1.3 million on the sale of two bank properties in the fourth quarter of 2006.

Non-interest expenses increased \$5.4 million or increased 4.1% in 2007 compared to 2006, as a result of increased salaries, wages and benefits of \$2.2 million, occupancy expense of \$2.0 million and an increase in non-recurring expenses. During 2006, we received partial insurance settlements on the previously reported loan fraud. Salaries, wages and benefits increased due to normal salary increases and increases in benefits costs.

Non-interest expenses increased \$8.3 million or 6.6% in 2006 compared to 2005, as a result of increased salaries, wages and benefits of \$5.5 million, and other operating expenses of \$3.5 million. Salaries, wages and benefits increased due to the acquisition of Nittany, which added 67 employees, as well as normal salary increases and increases in benefits costs. Other operating expenses increased due to a higher level of routine operating expense in 2006, solicitor fees paid by Vantage, and a general increase in expenses due to the addition of Nittany. Non-interest expenses for 2006 and 2005 also included net recoveries of \$2.2 million and \$1.6 million, respectively, on the 2004 fraud loss.

For 2007, 2006, and 2005, there are no individual items of other expenses that exceed one percent of the aggregate of total interest income and other income, with the exception of advertising and marketing related expenses.

Income before income taxes decreased \$1.7 million or 2.1% in 2007 compared to 2006, primarily due to increased provision for loan and lease losses in 2007. Income before income taxes increased \$7.0 million or 9.0% in 2006 compared to 2005, due to organic growth and the addition of Nittany.

Income taxes decreased \$2.9 million or 14.0% in 2007 and increased \$1.3 million in 2006, or 7.0%. The Company's effective tax rate is 21.0% for 2007, 24.0% for 2006, and 24.4% for 2005. The changes in the effective tax rate from 2005 to 2007 were due to changes in the amount of tax advantaged income as a percent of taxable income.

LIQUIDITY AND INTEREST RATE SENSITIVITY

The primary functions of asset/liability management are to assure adequate liquidity and maintain an appropriate balance between interest-earning assets and interest-bearing liabilities.

Liquidity management involves the ability to meet the cash flow requirements of customers who may be either depositors wanting to withdraw funds or borrowers needing assurance that sufficient funds will be available to meet their credit needs. During the past year, liquidity has tightened as loan demand has improved and competition for deposits has intensified. These factors have combined to cause an increased use of wholesale funding. Wholesale funding is defined here as funding sources outside our core deposit base, such as the national jumbo CD market, correspondent bank borrowings, or brokered CDs. At the present time, we have adequate availability of wholesale funding. Regardless of our comfort with our liquidity position at present time, we actively monitor our position and any increased use of wholesale funding increases our attention in this area.

The Company's main liquidity concern is that as the economy and consequently the equity market strengthens, the Company may suffer an outflow of funds as depositors withdraw cash for re-investment in improving equity markets (disintermediation). The Company has sought to prepare for this potential by working to build its share of customers' banking business (on the theory that even if some funds move back to the equity market, the Company will still retain a larger share than it had three years ago), growing its government banking unit, reviewing its deposit product offerings, establishing additional non-core sources of funding, maintaining a more liquid investment portfolio, and continuing to develop its capability to securitize assets.

The Company's acquisitions of KNBT and Christiana were pending as of December 31, 2007, and completed in first quarter 2008. For further information, see footnote 2 to the consolidated financial statements, included Item 8 of this Report. Upon consummation of the KNBT merger, the Company merged KNBT's bank subsidiary, Keystone Nazareth Bank & Trust Co., into the Company's bank subsidiary, National Penn Bank, and now operates the merged bank as a separate division, retaining its name and management. The Company now operates Christiana as a separate subsidiary, retaining its name and management. Accordingly, in each case, the Company expects no material run-off of deposits over the long term and as a result, does not anticipate a negative material impact on the Company's overall long-term liquidity position.

The goal of interest rate sensitivity management is to avoid fluctuating net interest margins, and to enhance consistent growth of net interest income through periods of changing interest rates. Such sensitivity is measured as the difference in the volume of assets and liabilities in the existing portfolio that are subject to repricing in a future time period.

The following table shows separately the interest rate sensitivity of each category of interest earning assets and interest bearing liabilities at December 31, 2007 (in thousands):

	Re-pricing Periods			
	Within Three Months	Three Months Through One Year	One Year Through Five Years	Over Five Years
Assets				
Interest bearing deposits at banks	\$ 7,228	\$ -	\$ -	\$ -
Federal funds sold	-	-	-	-
Investment securities	237,433	164,217	388,650	590,722
Loans and leases (1)	1,490,340	452,136	1,444,858	433,022
Other assets	-	-	-	615,816
	<u>1,735,001</u>	<u>616,353</u>	<u>1,833,508</u>	<u>1,639,559</u>
Liabilities and equity				
Non-interest bearing deposits	-	-	-	522,716
Interest bearing deposits (2)	1,434,634	920,254	1,066,012	2,547
Borrowed funds (3)	331,412	282,000	420,853	79,942
Subordinated debt	77,321	-	-	62,676
Other liabilities	-	-	-	60,108
Shareholders' equity	-	-	-	563,947
Total	<u>1,843,367</u>	<u>1,202,254</u>	<u>1,486,864</u>	<u>1,291,936</u>
Interest sensitivity gap	<u>(108,366)</u>	<u>(585,901)</u>	<u>346,643</u>	<u>347,624</u>
Cumulative interest rate sensitivity gap	\$ <u>(108,366)</u>	\$ <u>(694,267)</u>	\$ <u>(347,624)</u>	\$ <u>-</u>

(1) Adjustable rate loans are included in the period in which interest rates are next scheduled to adjust rather than in the period in which they are due. Fixed-rate loans are included in the period in which they are scheduled to be repaid and are adjusted to take into account estimated prepayments based upon assumptions estimating the expected prepayments in the interest rate environment prevailing during the most recent calendar quarter. The table assumes prepayments and scheduled principal amortization of fixed-rate loans and mortgage-backed securities, and assumes that adjustable-rate mortgages will re-price at contractual re-pricing intervals. There has been no adjustment for the impact of future commitments and loans in process.

(2) Savings and NOW deposits are scheduled for re-pricing based on historical deposit decay rate analyses, as well as historical moving averages of run-off for the Company's deposits in these categories. While generally subject to immediate withdrawal, management considers a portion of these accounts to be core deposits having significantly longer effective maturities based upon the Company's historical retention of such deposits in changing interest rate environments. Specifically, 50.0% of these deposits are considered re-priceable within three months and 50.0% are considered re-priceable in the over five-year category.

(3) Includes federal funds purchased, securities sold under repurchase agreements, and short and long term borrowings.

Interest rate sensitivity is a function of the repricing characteristics of the Company's assets and liabilities. These characteristics include the volume of assets and liabilities repricing, the timing of the repricing, and the relative levels of repricing. Attempting to minimize the interest rate sensitivity gaps is a continual challenge in a changing rate environment. Based on the Company's gap position as reflected in the above table, current accepted theory would indicate that net interest income would increase in a falling rate environment and would decrease in a rising rate environment. An interest rate gap table does not, however, present a complete picture of the impact of interest rate changes on net interest income. First, changes in the general level of interest rates do not affect all categories of assets and liabilities equally or simultaneously. Second, assets and liabilities which can contractually reprice within the same period may not, in fact, reprice at the same time or to the same extent. Third, the table represents a one-day position; variations occur daily as the Company adjusts its interest sensitivity throughout the year. Fourth, assumptions must be made to construct such a table. For example, non-interest bearing deposits are assigned a repricing interval within three months, although history indicates a significant amount of these deposits will not move into interest bearing categories regardless of the general level of interest rates. Finally, the repricing distribution of interest sensitive assets may not be indicative of the liquidity of those assets.

The Company uses financial simulation models to measure interest rate exposure. These tools provide management with extensive information on the potential impact of net income caused by changes in interest rates. Interest rate related risks such as pricing spreads, the lag time in pricing administered rate accounts, prepayments and other option risks are considered.

Gap analysis is a useful measurement of asset and liability management; however, it is difficult to predict the effect of changing interest rates based solely on this measure. Therefore, the Company supplements gap analysis with the calculation of the Economic Value of Equity. This report forecasts changes in the company's market value of portfolio equity ("MVPE") under alternative interest rate environments. The MVPE is defined as the net present value of the Company's existing assets, liabilities, and off-balance sheet instruments.

The calculated estimates of change in MVPE at December 31, 2007 are as follows (dollars in thousands):

MVPE Change in Interest Rate	Amount	% Change
+300 Basis Points	\$ 719,448	(19.6)%
+200 Basis Points	780,709	(12.8)
+100 Basis Points	838,501	(6.3)
Flat Rate	895,054	-
-100 Basis Points	959,092	7.2
-200 Basis Points	960,847	7.4
-300 Basis Points	\$ 920,759	2.9%

Management also estimates the potential effect of shifts in interest rates on net income. The following table demonstrates the expected effect that a parallel interest rate shift would have on the Company's net income (dollars in thousands):

Change in Interest Rates (in basis points)	December 31, 2007			December 31, 2006		
	\$ Change		% Change in Net Income	\$ Change		% Change in Net Income
	in Net Income			in Net Income		
+300	\$ (4,793)	(7.0) %	\$ (14,475)	(21.3)%		
+200	(3,378)	(5.0)	(9,379)	(13.8)		
+100	(2,104)	(3.1)	(4,559)	(6.7)		
-100	1,885	2.8	1,878	2.8		
-200	3,443	5.1	2,518	3.7		
-300	\$ 1,087	1.6 %	\$ 2,241	3.3%		

The Company uses financial derivative instruments for management of interest rate sensitivity. The Asset Liability Committee ("ALCO") approves the use of derivatives in balance sheet hedging. The derivatives employed by the Company currently include forward sales of mortgage commitments. The Company does not use any of these instruments for trading purposes.

At the current level of interest rates, the Company has some exposure to a movement in rising rates due to the amount of repricable liabilities in the short-term and the optionality of the financial instruments on both sides of the balance sheet. Optionality exists because customers have choices regarding their deposit accounts or loans. For example, if a customer has a fixed rate mortgage, he/she may choose to refinance the mortgage if interest rates decline. One way to reduce this option risk is to sell the Company's long-term fixed rate mortgages in the secondary market. The impact of a rising or falling interest rate environment on net interest income is not expected to be significant to the Company's results of operations. Nonetheless, the Company's asset/liability management committee's priority is to manage this optionality and therefore limit the level of interest rate risk.

CONTRACTUAL OBLIGATIONS AND OTHER COMMITMENTS

The following table sets forth contractual obligations and other commitments representing required and potential cash outflows as of December 31, 2007 (in thousands):

	<u>Total</u>	<u>Less than One Year</u>	<u>One to Three Years</u>	<u>Four to Five Years</u>	<u>After Five Years</u>
Minimum annual rentals on non-cancelable operating leases	\$ 33,409	\$ 4,678	\$ 8,061	\$ 5,241	\$ 15,429
Remaining contractual maturities of time deposits	1,538,844	1,368,941	130,821	36,534	2,548
Loan commitments	1,355,657	818,127	173,921	31,996	331,613
Long-term borrowed funds	617,183	32,000	41,634	61,107	482,442
Guaranteed preferred beneficial interests in Company's subordinated debentures	142,527	-	-	-	142,527
Letters of credit	139,798	111,509	17,931	10,358	-
Total	<u>\$ 3,827,418</u>	<u>\$ 2,335,255</u>	<u>\$ 372,368</u>	<u>\$ 145,236</u>	<u>\$ 974,559</u>

The Company had no capital leases at December 31, 2007.

CAPITAL ADEQUACY

The following table sets forth certain capital performance ratios for the Company. We retain approximately 50% of our earnings in the form of capital to support future growth.

CAPITAL PERFORMANCE	<u>2007</u>	<u>2006</u>	<u>2005</u>
Return on average assets	1.16%	1.24%	1.29%
Return on average equity	12.0	12.6	13.4
Dividend payout ratio	49.9	48.4	46.8
Earnings retained	50.1	51.6	53.2

Information regarding the Company's capital ratios is set forth in Footnote 18 to the consolidated financial statements in this Report and is incorporated herein by reference.

The Company does not presently have any commitments for significant capital expenditures.

The Company is not under any agreement with regulatory authorities nor is it aware of any current recommendations by the regulatory authorities which, if they were to be implemented, would have a material effect on liquidity, capital resources, or operations of the Company.

Information regarding activity under the Company's common stock repurchase plan is set forth in Footnote 11 to the consolidated financial statements in this Report and is incorporated herein by reference.

RECENT ACCOUNTING PRONOUNCEMENTS

Information on recent accounting pronouncements are set forth in Footnote 1 to the consolidated financial statements included in this Report and is incorporated herein by reference.

FUTURE OUTLOOK

The Company's market area, while diverse, is subject to many of the same economic forces being experienced regionally and nationally:

- The general economy will likely generate modest loan growth in 2008 in the mid single-digit percentages.
- The principal challenge faced by the Company today is to grow our earnings in light of the compression of our net interest margin due to current and anticipated interest rate levels. In this environment, we seek to increase our net interest income principally through increased volume, including volume from mergers and acquisitions, to increase our non-interest income, especially revenues from insurance and wealth management activities, and to contain our costs.

The Company, like many of its peers, continues to be concerned about current and near term uncertain economic conditions and their effect on its loan volume as well as its overall credit quality.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Information with respect to quantitative and qualitative disclosures about market risk is included in the information under Management's Discussion and Analysis at Item 7 in this Report.

Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

(dollars in thousands)

	December 31,	
	2007	2006
ASSETS		
Cash and due from banks	\$ 104,292	\$ 106,627
Interest bearing deposits in banks	7,228	4,576
Total cash and cash equivalents	111,520	111,203
Investment securities held to maturity (fair value approximates \$243,218 and \$249,575 for 2007 and 2006, respectively)	243,595	250,985
Investment securities available for sale, at fair value	1,137,426	1,010,897
Loans and leases held for sale	3,823	18,515
Loans and leases, less allowance for loan and lease losses of \$54,897 and \$58,306 for 2007 and 2006, respectively	3,816,533	3,555,116
Premises and equipment, net	61,214	55,231
Accrued interest receivable	26,430	25,625
Bank owned life insurance	102,407	98,638
Goodwill	261,552	263,787
Other intangibles, net	16,160	19,993
Unconsolidated investments under the equity method	11,490	10,883
Other assets	32,271	31,415
Total assets	<u>\$ 5,824,421</u>	<u>\$ 5,452,288</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Deposits		
Non-interest bearing	\$ 522,716	\$ 509,463
Interest-bearing	3,423,447	3,316,170
Total deposits	3,946,163	3,825,633
Securities sold under repurchase agreements and federal funds purchased	484,223	408,084
Short-term borrowings	12,800	9,662
Long-term borrowings	617,183	460,776
Subordinated debentures (\$62,676 at fair value under SFAS 159)	139,997	142,527
Accrued interest payable and other liabilities	60,108	62,737
Total liabilities	5,260,474	4,909,419
Shareholders' equity		
Preferred stock, no stated par value; authorized 1,000,000 shares, none issued	-	-
Common stock, no stated par value; authorized 100,000,000 shares, issued and outstanding 2007 – 49,068,819; 2006 – 49,379,056; net of shares in Treasury: 2007 – 544,061; 2006 – 209,287	491,011	467,288
Retained earnings	85,242	77,665
Accumulated other comprehensive (loss) income	(4,281)	1,861
Treasury stock, at cost	(8,025)	(3,945)
Total shareholders' equity	563,947	542,869
Total liabilities and shareholders' equity	<u>\$ 5,824,421</u>	<u>\$ 5,452,288</u>

The accompanying notes are an integral part of these statements.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES

Consolidated Statements of Income

(dollars in thousands, except per share data)

	Year ended December 31,		
	2007	2006	2005
INTEREST INCOME			
Loans and leases, including fees	\$ 271,032	\$ 246,839	\$ 192,795
Investment securities			
Taxable	39,435	37,252	35,581
Tax-exempt	24,753	17,695	13,978
Federal funds sold and deposits in banks	253	399	232
Total interest income	<u>335,473</u>	<u>302,185</u>	<u>242,586</u>
INTEREST EXPENSE			
Deposits	123,944	107,711	60,765
Securities sold under repurchase agreements and federal funds purchased	19,170	18,394	13,496
Short-term borrowings	167	282	142
Long-term borrowings	36,172	22,439	19,534
Total interest expense	<u>179,453</u>	<u>148,826</u>	<u>93,937</u>
Net interest income	<u>156,020</u>	<u>153,359</u>	<u>148,649</u>
Provision for loan and lease losses	7,832	2,541	3,200
Net interest income after provision for loan and lease losses	<u>148,188</u>	<u>150,818</u>	<u>145,449</u>
NON-INTEREST INCOME			
Wealth management income	17,316	14,041	9,076
Service charges on deposit accounts	17,372	17,400	16,146
Bank owned life insurance income	5,579	4,544	3,447
Other operating income	9,762	6,663	5,624
Net gains on sale of investment securities	2,064	870	555
Mortgage banking income	2,966	4,253	5,366
Insurance commissions and fees	6,626	6,853	6,970
Cash management and electronic banking fees	8,662	8,227	7,680
Equity in undistributed net earnings of unconsolidated investments	2,402	2,674	1,230
Gain on sale of buildings	449	1,342	922
Total non-interest income	<u>73,198</u>	<u>66,867</u>	<u>57,016</u>
NON-INTEREST EXPENSES			
Salaries, wages and employee benefits	84,375	82,161	76,703
Net premises and equipment	19,802	17,783	17,652
Advertising and marketing expenses	4,369	4,602	4,845
Special recovery for fraud loss, net of expenses	-	(2,181)	(1,603)
Other operating expenses	30,227	30,966	27,467
Total non-interest expenses	<u>138,773</u>	<u>133,331</u>	<u>125,064</u>
Income before income taxes	<u>82,613</u>	<u>84,354</u>	<u>77,401</u>
Income tax expense	17,380	20,245	18,921
NET INCOME	<u>\$ 65,233</u>	<u>\$ 64,109</u>	<u>\$ 58,480</u>
PER SHARE OF COMMON STOCK			
Basic earnings	\$ 1.32	\$ 1.31	\$ 1.27
Diluted earnings	\$ 1.31	\$ 1.29	\$ 1.25
Dividends paid in cash	\$ 0.660	\$ 0.631	\$ 0.608

The accompanying notes are integral part of these statements

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
Consolidated Statement of Changes in Shareholders' Equity

(dollars in thousands)

	Common		Retained earnings	Accumulated other comprehensive income	Treasury stock	Total	Comprehensive income
	Shares	Par value					
Balance at January 1, 2005	34,510,798	\$ 371,454	\$ 41,339	\$ 19,915	\$ (2,282)	\$ 430,426	
Net income	-	-	58,480	-	-	58,480	\$ 58,480
Cash dividends declared	-	-	(27,973)	-	-	(27,973)	
5-for-4 split	8,712,484	-	-	-	-	-	
Shares issued under share-based plans	558,933	4,662	-	-	5,234	9,896	
Share-based compensation	-	1,962	-	-	-	1,962	
Other comprehensive income, net of reclassification adjustment and taxes	-	-	-	(16,726)	-	(16,726)	(16,726)
Total comprehensive income	-	-	-	-	-	-	\$ 41,754
Treasury shares purchased	(400,425)	-	-	-	(8,397)	(8,397)	
Balance at December 31, 2005	43,381,790	378,078	71,846	3,189	(5,445)	447,668	
Net income	-	-	64,109	-	-	64,109	\$ 64,109
Cash dividends declared	-	-	(31,039)	-	-	(31,039)	
3% stock dividend	1,388,934	27,251	(27,251)	-	-	-	
Shares issued under share-based plans	625,989	(1,648)	-	-	10,851	9,203	
Share-based compensation	-	2,407	-	-	-	2,407	
Shares issued for acquisition of:							
- Nittany Financial Corp.							
- RESOURCES for Retirement, Inc.	3,169,151	60,045	-	-	4,188	64,233	
Retirement, Inc.	54,369	1,155	-	-	-	1,155	
Other comprehensive (loss), net of reclassification adjustment & taxes	-	-	-	(66)	-	(66)	(66)
Total comprehensive income	-	-	-	-	-	-	\$ 64,043
Treasury shares purchased	(679,402)	-	-	-	(13,539)	(13,539)	
Prior service costs, net of tax liability of \$2,031	-	-	-	3,772	-	3,772	
Net losses, net of tax benefit of \$2,710	-	-	-	(5,034)	-	(5,034)	
Balance at December 31, 2006	47,940,831	\$ 467,288	\$ 77,665	\$ 1,861	\$ (3,945)	\$ 542,869	
Cumulative effect of adoption of FAS No. 159			(1,732)			(1,732)	
Balance at January 1, 2007 as revised	47,940,831	467,288	75,933	1,861	(3,945)	541,137	
Net income	-	-	65,233	-	-	65,233	\$ 65,233
Cash dividends declared	-	-	(32,534)	-	-	(32,534)	
3% stock dividend	1,429,620	23,390	(23,390)	-	-	-	
Shares issued under share-based plans, net of excess tax benefits	716,314	(2,426)	-	-	11,602	9,176	
Share-based compensation	-	2,759	-	-	-	2,759	
Other comprehensive (loss), net of reclassification							

adjustment								
& taxes	-	-	-	(6,142)	-	(6,142)		(6,142)
Total comprehensive income	-	-	-	-	-	-		\$ 59,091
Treasury shares purchased	(1,017,946)	-	-	-	(15,682)	(15,682)		
Balance at December 31, 2007	49,068,819	\$ 491,011	\$ 85,242	\$ (4,281)	\$ (8,025)	\$ 563,947		

The accompanying notes are an integral part of this statement.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
(dollars in thousands, except per share data)

	Year Ended December 31		
	<u>2007</u>	<u>2006</u>	<u>2005</u>
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	\$ 65,233	\$ 64,109	\$ 58,480
Adjustments to reconcile net income to net cash provided by operating activities:			
Provision for loan and lease losses	7,832	2,541	3,200
Share-based compensation expense	2,759	2,407	1,962
Depreciation and amortization	10,910	10,510	9,236
Deferred income tax expense	2,600	(1,263)	1,777
Amortization of premiums and discounts on investment securities, net	3,683	(2,284)	(1,797)
Undistributed net earnings of equity-method investments	(2,402)	(2,674)	(555)
Investment securities (gains) losses, net	(2,064)	(870)	(1,230)
Loans originated for resale	(192,014)	(236,163)	(292,738)
Proceeds from sale of loans originated for resale	168,079	240,025	296,648
Gain on sale of loans, net	(2,766)	(3,862)	(3,910)
Gain on sale of other real estate owned, net	(274)	-	-
Gain on sale of building	(175)	(1,342)	(922)
Change in fair value of subordinated debt	(2,808)	-	-
Changes in assets and liabilities			
(Increase) in accrued interest receivable	(805)	(4,520)	(2,196)
Increase (decrease) in accrued interest payable	(400)	7,071	7,406
(Increase) decrease in other assets	(5,933)	(5,431)	(6,259)
Increase (decrease) in other liabilities	805	7,808	(1,620)
Net cash provided by operating activities	<u>52,260</u>	<u>76,062</u>	<u>67,482</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Cash paid in excess of cash equivalents for business acquired	-	(3,516)	(950)
Proceeds from maturities of investment securities held to maturity	9,178	11,746	11,782
Purchase of investment securities held to maturity	(1,653)	(112,037)	(71,380)
Proceeds from sales of investment securities available for sale	112,581	49,078	46,303
Proceeds from maturities of investment securities available for sale	134,933	125,971	260,497
Purchase of investment securities available for sale	(359,053)	(195,818)	(172,488)
Net increase in loans	(253,671)	(346,351)	(181,719)
Purchases of premises and equipment	(14,088)	(4,620)	(7,405)
Purchases of bank owned life insurance	-	(8,000)	-
Proceeds from the sale of other real estate owned	2,257	-	50
Proceeds from the sale of bank building	399	2,331	3,600
Net cash used in investing activities	<u>(369,117)</u>	<u>(481,216)</u>	<u>(111,710)</u>
CASH FLOWS FROM FINANCING ACTIVITIES			
Net increase (decrease) in interest and non-interest bearing demand deposits and savings accounts	67,115	91,877	(229,967)
Net increase in certificates of deposit	53,415	177,056	395,820
Net increase (decrease) in securities sold under agreements to repurchase and federal funds purchased	76,139	(68,339)	(84,075)
Net increase (decrease) in short-term borrowings	3,138	851	(1,205)
Proceeds from new long-term borrowings	450,000	250,000	85,500
Repayments of long-term borrowings	(293,593)	(37,636)	(67,014)
Issuance of subordinated debentures	-	15,464	-
Shares issued under share-based plans	3,700	3,400	3,600
Excess tax benefits on share-based plans	249	881	729
Purchase of Treasury stock	(10,455)	(8,617)	(2,622)
Cash dividends	(32,534)	(31,039)	(27,973)
Net cash provided by financing activities	<u>317,174</u>	<u>393,898</u>	<u>72,793</u>
Net increase (decrease) in cash and cash equivalents	317	(11,256)	28,565
Cash and cash equivalents at beginning of year	111,203	122,459	93,894
Cash and cash equivalents at December 31	<u>\$ 111,520</u>	<u>\$ 111,203</u>	<u>\$ 122,459</u>

The accompanying notes are integral part of these statements.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2007 and 2006

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF OPERATIONS

As of February 2, 2008: National Penn Bancshares, Inc. (the "Company" or "National Penn"), primarily through its national bank subsidiary, National Penn Bank (NPB), and NPB's divisions, KNBT, FirstService Bank, HomeTowne Heritage Bank, and Nittany Bank, serves residents and businesses primarily in eastern and central Pennsylvania. NPB, which has 138 community office locations (137 in Pennsylvania and one in Cecil County, Maryland), is a locally managed community bank providing commercial banking products, primarily loans and deposits. The KNBT Division was acquired in National Penn's acquisition of KNBT Bancorp, Inc., which was consummated on February 1, 2008. See Footnote 2 for additional information on this acquisition.

National Penn also owns Christiana Bank & Trust Company ("Christiana"), a Delaware state-chartered banking company. Christiana has two community office locations in Delaware. Christiana was acquired by National Penn on January 4, 2008. See Footnote 2 for additional information on this acquisition.

The Company's investment management units consist of National Penn Investors Trust Company (NPITC), which provides trust and investment management services; and National Penn Capital Advisors, Inc. (NPCA) and Vantage Investment Advisors, L.L.C (Vantage), which provide investment advisory services. The Company also provides insurance services through National Penn Insurance Agency, Inc. (NPIA); and equipment leasing services through National Penn Leasing Company (NP Leasing).

The Company and its operating subsidiaries encounter vigorous competition for market share in the communities they serve from bank holding companies, other community banks, thrift institutions and other non-bank financial organizations, such as mutual fund companies, insurance companies and brokerage companies.

The Company and its operating subsidiaries are subject to regulations of certain state and federal agencies. These regulatory agencies periodically examine the Company and its subsidiaries for adherence to laws and regulations. As a consequence, the cost of doing business may be affected.

BASIS OF FINANCIAL STATEMENT PRESENTATION

The accounting policies followed by the Company conform with accounting principles generally accepted in the United States of America ("GAAP") and predominant practice within the banking industry.

The consolidated financial statements include the accounts of the Company and the Company's wholly owned subsidiaries, NPB, National Penn Investment Company, National Penn Life Insurance Company, Nittany Asset Management, Inc., and NPB's wholly owned subsidiaries, NPITC, NP Leasing, Link Financial Services, Inc., NPB Delaware, Inc., NPCA, Vantage, NPIA, National Penn Realty, Inc., and National Penn Management Services, LLC. The Company's unconsolidated subsidiaries, representing investments in joint ventures, and other entities that range between 20% and 50%, are accounted for using the equity method of accounting. All material inter-company balances have been eliminated.

In preparing the financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the balance sheets, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

The principal estimates that are susceptible to significant change in the near term relate to the allowance for loan losses and certain intangible assets, such as goodwill and core deposits.

Financial results for the years ended December 31, 2006 and 2005 include legal, auditing and other investigation-related expenses and/or recoveries associated with the loan fraud previously disclosed in the Company's Annual Report on Form 10-K for 2004 and subsequent related litigation (National Penn Bank v. Edward G. and Jayne Mawhinney et al., Court of Common Pleas, Philadelphia County, March Term 2005 No. 001789).

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES**Notes to Consolidated Financial Statements****December 31, 2007 and 2006**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

There were no such expenses or recoveries in the year ended December 31, 2007. The following table sets forth the amounts recognized in non-interest expenses on the Company's consolidated statements of income in this Report (in thousands, pre-tax):

<u>Year-Ended</u>	<u>Write-offs / Expenses</u>	<u>(Recoveries)</u>	<u>Net (Recovery) / Charge for Fraud Loss</u>
December 31, 2007	\$ 0	\$ 0	\$ 0
December 31, 2006	552	(2,733)	(2,181)
December 31, 2005	1,929	(3,532)	(1,603)

As previously reported by the Company in a Form 8-K filed on August 31, 2006, the Company received a final insurance payment in settlement of the insurance claim related to this matter of \$1.3 million on October 2, 2006. This amount is included in recoveries for the year-ended December 31, 2006.

RECLASSIFICATIONS

Certain reclassifications have been made to the 2006 and 2005 financial statements to conform to the 2007 presentation. Such reclassifications had no impact on reported net income.

SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

Most of the Company's activities are with customers located throughout eastern and central Pennsylvania. The Company's commercial portfolio has a concentration in loans to commercial real estate investors and developers. There are numerous risks associated with commercial loans that could impact the borrower's ability to repay on a timely basis. They include, but are not limited to: the owner's business expertise, changes in local, national, and in some cases international economies, competition, governmental regulation, and the general financial stability of the borrowing entity.

The Company attempts to mitigate these risks by making an analysis of the borrower's business and industry history, its financial position, as well as that of the business owner. The Company will also require the borrower to provide financial information on the operation of the business periodically over the life of the loan. In addition, most commercial loans are secured by assets of the business or those of the business owner, which can be liquidated if the borrower defaults, along with the personal surety of the business owner.

INVESTMENT SECURITIES

Investment securities which are held for indefinite periods of time, which management intends to use as part of its asset/liability strategy, or which may be sold in response to changes in interest rates, changes in prepayment risk, increases in capital requirements, or other similar factors, are classified as available for sale and are carried at fair value. Net unrealized gains and losses for such securities, net of tax, are required to be recognized as a separate component of shareholders' equity and excluded from determination of net income. Gains or losses on disposition are based on the net proceeds and cost of the securities sold, adjusted for amortization of premiums and accretion of discounts, using the specific identification method.

Certain investment securities are classified as held-to-maturity. The Company has the positive intent and ability to hold these securities to maturity. Held-to-maturity securities are classified at amortized cost.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

In November 2005, the FASB issued FSP SFAS 115-1 and 124-1, "The Meaning of Other-Than-Temporary Impairment and Its Application to Certain Investments." This FSP nullifies certain requirements of EITF 03-1 on this topic and provides additional guidance on when an investment in a debt or equity security should be considered impaired and when that impairment should be considered other-than-temporary and recognized as a loss in earnings. Specifically, the guidance clarifies that an investor should recognize an impairment loss no later than when the impairment is deemed other-than-temporary, even if a decision to sell has not been made. The FSP also required certain disclosures about unrealized losses that have not been recognized as other-than-temporary impairments. The amount of any other-than-temporary impairment that needs to be recognized will continue to be dependent on market conditions, the occurrence of certain events or changes in circumstances relative to an investee and an entity's intent and ability to hold the impaired investment at the time of the valuation. FSP SFAS 115-1 and 124-1 was effective for reporting periods beginning after December 15, 2005. Adoption of this FSP did not have a material impact on the Company's financial position or results of operations in 2007.

In 2007 and 2006, NPB securitized approximately \$26.7 million and \$36.0 million, respectively, of one-to-four family residential mortgage loans in a guaranteed mortgage securitization with the Federal Home Loan Mortgage Corporation. NPB recognized no gain or loss on either of these transactions as it retained all of the resulting securities. NPB sold the servicing on all of the loans securitized in 2007 and 2006. All of the resulting securities were classified as investment securities available for sale.

LOANS AND ALLOWANCE FOR LOAN AND LEASE LOSSES

Loans that management has the intent and ability to hold for the foreseeable future or until maturity or payoff are stated at the amount of unpaid principal, reduced by unearned income and an allowance for loan losses. Interest on loans is calculated based upon the principal amount outstanding. Accrual of interest is stopped on a loan when management believes, after considering economic and business conditions and collection efforts, that the borrower's financial condition is such that collection of interest is doubtful. The Company defers and amortizes certain origination and commitment fees, and certain direct loan origination costs over the contractual life of the related loans using the interest method. This results in an adjustment of the related loan's yield.

The Company maintains allowances for loan and lease losses at a level deemed sufficient to absorb probable losses. The allowance for loan and lease losses is established through a provision for loan and lease losses charged as an expense. Loans and leases are charged against the allowance when management believes that the collectibility of the principal is unlikely. The allowance is an amount that management believes will be adequate to absorb probable losses on existing loans and leases that may become uncollectible based on evaluations of the collectibility of loans and leases, and prior loss experience. The evaluation of the adequacy of the allowance for loan and lease losses includes an analysis of the individual loans and overall risk characteristics and size of the different loan portfolios, and takes into consideration current economic and market conditions, the capability of specific borrowers to pay specific loan and lease obligations, as well as current loan and lease collateral values. However, actual losses on specific loans and leases, which also are encompassed in the analysis, may vary from estimated losses. The Company also maintains an allowance for losses on commitments to extend credit, which is included in other liabilities and is computed using information similar to that used to determine the allowance for loan and lease losses, modified to take into account the probability of drawdown on the commitment as well as inherent risk factors on those commitments.

Loans originated and intended for sale in the secondary market are carried at the lower of cost or estimated fair value in the aggregate. Net unrealized losses, if any, are recognized through a valuation allowance by charges to income. Servicing is not retained on residential mortgage sales or securitizations. At December 31, 2007 and December 31, 2006, cost approximated fair value.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

The Company accounts for its impaired loans in accordance with Statement of Financial Accounting Standards (SFAS) No. 114, *Accounting by Creditors for Impairment of a Loan*, as amended by SFAS No. 118, *Accounting by Creditors for Impairment of a Loan - Income Recognition and Disclosures*. This standard requires a creditor to measure impairment based on the present value of expected future cash flows discounted at the loan's effective interest rate, except that as a practical expedient, a creditor may measure impairment based on a loan's observable market price, or the fair value of the collateral if the loan is collateral dependent. Regardless of the measurement method, a creditor must measure impairment based on the fair value of the collateral when the creditor determines that foreclosure is probable. SFAS No. 114 excludes such homogeneous loans as consumer and mortgage.

The Company accounts for its transfers and servicing financial assets in accordance with SFAS No. 140, *Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities* and SFAS No. 156, *Accounting for Servicing of Financial Assets* – an amendment of FASB Statement No. 140. SFAS No. 140 and SFAS No. 156 revise the standards for accounting for the securitizations and other transfers of financial assets and collateral.

In October 2003, the AICPA issued SOP 03-3 *Accounting for Loans or Certain Debt Securities Acquired in a Transfer*. SOP 03-3 applies to a loan with the evidence of deterioration of credit quality since origination acquired by completion of a transfer for which it is probable at acquisition, that the Company will be unable to collect all contractually required payments receivable. SOP 03-3 requires that the Company recognize the excess of all cash flows expected at acquisition over the investor's initial investment in the loan as interest income on a level-yield basis over the life of the loan as the accretable yield. The loan's contractual required payments receivable in excess of the amount of its cash flows accepted at acquisition (nonaccretable difference) should not be recognized as an adjustment to yield, a loss accrual or a valuation allowance for credit risk. The Company evaluates the assets acquired in its acquisitions for applicability to this statement.

PREMISES AND EQUIPMENT

Land is stated at cost. Buildings, equipment and leasehold improvements are stated at cost less accumulated depreciation and amortization computed by the straight-line method over the estimated useful lives of the assets. The Company utilizes accelerated methods of depreciation for tax reporting purposes.

GOODWILL AND OTHER INTANGIBLE ASSETS

The Company has recognized core deposit intangibles, as a result of branch acquisitions. Core deposit intangibles are amortized over estimated lives of deposit accounts. However, decreases in deposit lives may result in increased amortization and/or a charge for impairment may be recognized. Core deposit and other intangibles of \$16.2 million and \$20.0 million, net of accumulated amortization at December 31, 2007 and 2006, respectively, are being amortized over an average of nine years. Amortization expense for core deposit and other intangibles for the years ended December 31, 2007, 2006, and 2005 was \$3.0 million, \$2.9 million, and \$2.4 million, respectively.

Substantially all outstanding goodwill resulted from the following acquisitions: Nittany and Resources for Retirement in 2006; Krombolz Insurance and Preferred Insurance Assoc. in 2005; Pennsurance, D. E. Love Insurance, and Peoples First, Inc. in 2004; and FirstService Bank and Hometowne Heritage Bank in 2003. The balance of goodwill at December 31, 2007 and 2006 was \$261.6 million and \$263.8 million, respectively. The Company expanded its market role in Centre, Bucks, Chester and Lancaster Counties, Pennsylvania. However, if such benefits, including new business, are not derived, impairment may be recognized.

The Company is required to test goodwill and indefinite lived intangible assets for impairment rather than amortize them. The Company did not identify any impairment on its outstanding goodwill and its identifiable intangible assets from its most recent testing, performed at June 30, 2007, and no events have occurred subsequent to this evaluation to require additional testing.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2007 and 2006

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

OTHER ASSETS

Financing costs related to the issuance of junior subordinated debentures are being amortized over the life of the instruments and are included in other assets.

BANK OWNED LIFE INSURANCE

The Company invests in bank owned life insurance (BOLI) policies that provide earnings to help cover the cost of employee benefit plans. BOLI involves the purchasing of life insurance by the Company on a chosen group of employees. The Company is the owner and beneficiary of the policies. The Company has additional BOLI policies that have been received through several of its bank acquisitions. Cash flow from these policies will occur over an extended period of time. The Company periodically reviews the creditworthiness of the insurance companies that have underwritten the policies. The insurance companies are all highly rated by A.M. Best and the earnings accruing to the Company are derived from the general and separate account investments of the insurance companies. The policies appear on the Company's balance sheet and are subject to full regulatory capital requirements.

EMPLOYEE BENEFIT PLANS

At December 31, 2007, the Company had certain employee benefit plans covering substantially all employees, which are more fully described in Footnote 9 of the consolidated financial statements in this Report. In September 2006, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standard No. 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans – An Amendment of FASB Statements No. 87, 88, 106 and 132(R)*, (FAS158). The Company adopted FAS158 as of December 31, 2006, except for the measurement date provisions, which are effective for fiscal years ending after December 15, 2008.

SHARE-BASED COMPENSATION

At December 31, 2007, the Company had certain share-based employee and director compensation plans, further described in footnote 15 of the consolidated financial statements in this Report. Effective January 1, 2006, the Company adopted the fair value recognition provisions of Statement of Financial Accounting Standard No. 123(R), *Share Based Payment* (FAS123(R)), using the modified retrospective method. As a result of the adoption of the modified retrospective method, the Company adjusted all prior-period financial information presented to reflect the compensation expense that would have been recognized had the fair value method of accounting been applied to all awards.

Share-based employee compensation expense is included in salaries, wages and employee benefits expense in the consolidated statements of income in this Report. Share-based director compensation expense is included in other operating expense. The impact of the adoption of FAS123(R) on the Company's financial results for the years ended December 31, 2007, 2006 and 2005 is as follows (in thousands, except per share data):

	Year Ended December 31,		
	2007	2006	2005
Reduction to income before income taxes for FAS123(R) share-based compensation expense	\$ 2,759	\$ 2,407	\$ 1,962
Less: FAS123(R) income tax benefit	(966)	(842)	(687)
Reduction to net income	\$ 1,793	\$ 1,565	\$ 1,275
Reduction to basic earnings per share	\$ 0.04	\$ 0.03	\$ 0.03
Reduction to diluted earnings per share	\$ 0.04	\$ 0.03	\$ 0.03

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES**Notes to Consolidated Financial Statements****December 31, 2007 and 2006**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Also, as part of the adoption of FAS123(R), the Company recorded cumulative adjustments for the years 1995-2003 resulting in a reduction to retained earnings of \$6.0 million, the creation of a net deferred tax asset of \$1.9 million, and an increase to capital of \$7.9 million as of December 31, 2003.

Prior to the adoption of FAS123(R), the Company was required to record tax benefits as an operating cash flow. However, FAS123(R) requires that such benefits be recorded as a financing cash inflow and corresponding operating cash outflow. In the consolidated statements of cash flows for the years ended December 31, 2007, 2006 and 2005, the tax benefits classified as a financing cash flow (and corresponding operating cash outflow) would have been classified as an operating cash inflow prior to the adoption of FAS123(R). In addition, the cash flow presentation for the years ended December 31, 2007, 2006 and 2005, has been adjusted to reflect the excess tax-benefits previously included in operating cash flows.

INCOME TAXES

The Company accounts for income taxes under the liability method of accounting for income taxes. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities as measured by the enacted tax rates that will be in effect when these differences reverse.

Deferred tax expense is the result of changes in deferred tax assets and liabilities. The principal types of differences between assets and liabilities for financial statement and tax return purposes are allowance for loan losses, deferred loan fees, deferred compensation and investment securities available for sale.

STATEMENTS OF CASH FLOWS

The Company considers cash and due from banks, interest bearing deposits in banks and federal funds sold as cash equivalents for the purposes of reporting cash flows. Cash paid for interest and taxes is as follows (in thousands):

	Year Ended December 31,		
	2007	2006	2005
Interest	\$ 179,853	\$ 160,428	\$ 86,531
Taxes	16,537	21,764	17,764

The Company's investing and financing activities that affected assets or liabilities, but that did not result in cash receipts or cash payments were as follows (in thousands):

	2007	2006	2005
Transfers of loans to other real estate	\$ 886	\$ 1,291	\$ -
Transfers of loans to investments in securitizations	26,701	35,921	-
Non-cash share based compensation plan transactions	5,227	4,922	5,567

OTHER REAL ESTATE OWNED

Other real estate owned is recorded at the lower of cost or estimated fair market value less costs of disposal. When property is acquired, the excess, if any, of the loan balance over fair market value is charged to the allowance for possible loan losses. Periodically thereafter, the asset is reviewed for subsequent declines in the estimated fair market value. Subsequent declines, if any, and holding costs, as well as gains and losses on subsequent sale, are included in the consolidated statements of income.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2007 and 2006

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

EARNINGS PER SHARE

Earnings per share is calculated on the basis of the weighted average number of common shares outstanding during the year. All per share information in the financial statements has been adjusted retroactively for the effect of stock dividends and splits.

Basic earnings per share excludes dilution and is computed by dividing income available to common shareholders by the weighted average common shares outstanding during the period. Diluted earnings per share takes into account the potential dilution that could occur if securities or other contracts to issue common stock were exercised and converted into common stock.

ADVERTISING COSTS

It is the Company's policy to expense advertising costs in the period in which they are incurred.

DERIVATIVES

Financial derivatives are reported at fair value in other assets or other liabilities. The accounting for changes in the fair value of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship. For derivatives not designated as hedges, the gain or loss is recognized in current earnings.

The Company periodically enters into commitments with its customers for loans which it intends to sell in the future. At December 31, 2007, such commitments with a notional amount of approximately \$6.9 million were outstanding. The Company's methodology for valuing these unfunded commitments is to determine a potential gain or loss by assuming all commitments were actually funded and sold on the secondary market on December 31, 2007.

On March 9, 2004, the Securities and Exchange Commission staff released Staff Accounting Bulletin ("SAB") 105, "Loan Commitments Accounted for as Derivative Instruments." SAB 105 requires that a lender not consider the expected future cash flows related to loan servicing or include internally developed intangible assets, such as customer-related intangible assets, in determining the fair value of loan commitments accounted for as derivatives.

Beginning in 2006, the Company entered into interest rate swaps ("swaps") to facilitate customer transactions and meet their financing needs. These swaps qualify as derivatives, but are not designated as hedging instruments.

Further discussion of the Company's financial derivatives is set forth in Footnote 16 to the consolidated financial statements in this Report.

VARIABLE INTEREST ENTITIES

As of December 31, 2007, the Company has five statutory business trusts, NPB Capital Trust II, NPB Capital Trust III, NPB Capital Trust IV, NPB Capital Trust V and NPB Capital Trust VI ("Trusts") which qualify as variable interest entities under FIN 46(R). These Trusts are more fully described in Footnote 8 of the consolidated financial statements in this Report.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2007 and 2006

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

On March 3, 2005, the Federal Reserve issued guidance on the regulatory capital treatment of the trust-preferred securities issued by the Trusts, as a result of the adoption of FIN 46(R). The rule retains the current maximum percentage of total capital permitted for trust preferred securities at 25%, but enacts other changes to the rules governing trust preferred securities that affect their use as part of the collection of entities known as “restricted core capital elements”. The rule takes effect March 31, 2009; however, a five year transition period leading up to that date would allow bank holding companies to continue to count trust preferred securities as Tier 1 Capital after applying FIN 46(R). Management has evaluated the effects of the rule and does not anticipate a material impact on the Company’s capital ratios.

COMPREHENSIVE INCOME

SFAS No. 130, *Reporting Comprehensive Income*, requires the reporting of other comprehensive income (OCI), which includes net income as well as certain other items, which results in a change to equity during the period (in thousands).

	December 31, 2007			December 31, 2006			December 31, 2005		
	Before Tax Amount	Tax (expense) Benefit	Net of Tax Amount	Before Tax Amount	Tax (expense) Benefit	Net of Tax Amount	Before Tax Amount	Tax (expense) Benefit	Net of Tax Amount
Unrealized gains (losses) on investment securities									
Unrealized holding gains (loss) arising during period	\$(7,386)	\$2,586	\$(4,800)	\$769	\$(270)	\$499	\$(25,177)	\$8,812	\$(16,365)
Less reclassification adjustment for gains (losses) realized in net income	2,064	(722)	1,342	870	(305)	565	555	(194)	361
Unrealized gains (losses) on investment securities	(9,450)	3,308	(6,142)	(101)	35	(66)	(25,732)	9,006	(16,726)
Adjusted for adoption of SFAS 158	-	-	-	(1,941)	679	(1,262)	-	-	-
Adjusted Other comprehensive income (loss), net	\$(9,450)	\$3,308	\$(6,142)	\$(2,042)	\$714	\$(1,328)	\$(25,732)	\$9,006	\$(16,726)

RECENT ACCOUNTING PRONOUNCEMENTS

Business Combinations

In December 2007, the FASB issued Statement of Financial Accounting Standard No. 141R, *Business Combinations*, (FAS141R). The objective of this Statement is to improve the relevance, representational faithfulness, and comparability of the information that a reporting entity provides in its financial reports about a business combination and its effects. To accomplish that, this Statement establishes principles and requirements for how the acquirer:

- . Recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree.
- . Recognizes and measures the goodwill acquired in the business combination or a gain from a bargain purchase.
- . Determines what information is to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

This Statement applies prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008. An entity may not apply it before that date. There is no current impact on the Company. Any future impact will only be for acquisitions of other companies completed after this date and is not something that is measurable at this time.

Accounting for Income Tax Benefits of Dividends on Share-Based Payment Awards

In March 2007, the FASB ratified EITF Issue No. 06-11, "Accounting for Income Tax Benefits of Dividends on Share-Based Payment Awards." EITF 06-11 requires companies to recognize the income tax benefit realized from dividends or dividend equivalents that are charged to retained earnings and paid to employees for nonvested equity-classified employee share-based payment awards as an increase to additional paid-in capital. EITF 06-11 is effective for fiscal years beginning after September 15, 2007. The Company does not expect EITF 06-11 will have a material impact on its financial position, results of operations or cash flows.

Fair Value of Financial Assets and Liabilities

On February 15, 2007, the FASB issued FASB Statement No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities*, (FAS159). The fair value option established by Statement 159 permits, but does not require, all entities to choose to measure eligible items at fair value at specified election dates. An entity would report unrealized gains and losses on items for which the fair value option has been elected in earnings at each subsequent reporting date. Statement 159 is effective as of the beginning of an entity's first fiscal year that begins after November 15, 2007. The Company early adopted this Statement on January 1, 2007.

Fair Value Measurements

In September 2006, the FASB issued Statement of Financial Accounting Standard No. 157, *Fair Value Measurements*, (FAS157). FAS157 (a) establishes a common definition for fair value to be applied to assets and liabilities, where required or permitted by Accounting Standards; (b) establishes a framework for measuring fair value; and (c) expands disclosures concerning fair value measurements. FAS157 does not extend the required use of fair value to any new circumstances. The Statement is effective for financial statements issued during fiscal years beginning after November 15, 2007. In conjunction with the early adoption of FAS 159, the Company early adopted this Statement on January 1, 2007. The transition adjustment to beginning retained earnings was a charge of \$1.7 million related to the write-off of deferred financing costs of \$1.5 million and an initial fair value adjustment of \$278,000.

In December 2007, the FASB issued proposed FASB Staff Position (FSP) 157-b, "Effective Date of FASB Statement No. 157," that would permit a one-year deferral in applying the measurement provisions of Statement No. 157 to non-financial assets and non-financial liabilities (non-financial items) that are not recognized or disclosed at fair value in an entity's financial statements on a recurring basis (at least annually). Therefore, if the change in fair value of a non-financial item is not required to be recognized or disclosed in the financial statements on an annual basis or more frequently, the effective date of application of Statement 157 to that item is deferred until fiscal years beginning after November 15, 2008 and interim period within those fiscal years. This deferral does not apply, however, to an entity that applies Statement 157 in interim or annual financial statements before proposed FSP 157-b is finalized. The Company is currently evaluating the impact, if any, that the adoption of FSP 157-b will have on the Company's operating income or net earnings.

Process of Quantifying Financial Statement Misstatements

In September 2006, the Securities and Exchange Commission (SEC) issued Staff Accounting Bulletin No. 108, *Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements* (SAB108). SAB108 addresses inconsistencies in the way companies evaluate and quantify the impact of financial statement misstatements. Historically, companies have evaluated financial statement misstatements using one of two different methods, based on either the effect of the misstatement on the income statement or the balance sheet. SAB108 requires companies to utilize a "dual-approach" to assessing the quantitative effects of financial statement misstatements. This method requires quantification of misstatements based on the effect on both of the company's financial statements and the related financial statement disclosures. This guidance must be applied to annual financial statements for fiscal years ending after November 15, 2006. The Company adopted SAB108 as of December 31, 2006. The application of SAB108 did not have a material impact on the Company's financial position or results of operations.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Split-Dollar Life Insurance Arrangements

At its September 2006 meeting, the Emerging Issues Task Force (“EITF”) reached a final consensus on Issue 06-04, “*Accounting for Deferred Compensation and Postretirement Benefit Aspects of Endorsement Split-Dollar Life Insurance Arrangements*.” In accordance with the EITF consensus, an agreement by an employer to share a portion of the proceeds of a life insurance policy with an employee during the postretirement period is a postretirement benefit arrangement required to be accounted for under SFAS No. 106 or Accounting Principles Board Opinion (“APB”) No. 12, “Omnibus Opinion — 1967.” Furthermore, the purchase of a split-dollar life insurance policy does not constitute a settlement under SFAS No. 106 and, therefore, a liability for the postretirement obligation must be recognized under SFAS No. 106 if the benefit is offered under an arrangement that constitutes a plan or under APB No. 12 if it is not part of a plan. The provisions of Issue 06-04 are to be applied through either a cumulative-effect adjustment to retained earnings as of the beginning of the year of adoption or retrospective application. Issue 06-04 is effective for annual or interim reporting periods beginning after December 15, 2007. The application of Issue 06-04 is not expected to have a material effect on the Company’s financial position or results of operations.

Accounting for Purchases of Life Insurance

At its September 2006 meeting, the EITF reached a final consensus on Issue 06-05, “*Accounting for Purchases of Life Insurance — Determining the Amount That Could be Realized in Accordance with FASB Technical Bulletin No. 85-4*.” Issue 06-05 concludes that in determining the amount that could be realized under an insurance contract accounted for under FASB Technical Bulletin No. 85-4, “*Accounting for Purchases of Life Insurance*,” the policyholder should (1) consider any additional amounts included in the contractual terms of the policy; (2) assume the surrender value on a individual-life by individual-life policy basis; and (3) not discount the cash surrender value component of the amount that could be realized when contractual restrictions on the ability to surrender a policy exist. Issue 06-05 should be adopted through either (1) a change in accounting principle through a cumulative-effect adjustment to retained earnings as of the beginning of the year of adoption or (2) a change in accounting principle through retrospective application to all prior periods. Issue 06-05 is effective for fiscal years beginning after December 15, 2006. The application of Issue 06-05 did not have a material effect on the Company’s financial position or results of operations.

Accounting for Servicing of Financial Assets

In March 2006, the FASB issued Statement of Financial Accounting Standard No. 156, *Accounting for Servicing of Financial Assets – an amendment of FASB Statement No. 140*, (FAS156). This Statement amends FASB Statement 140, “Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities” with respect to the accounting for separately recognized servicing assets and servicing liabilities. Among other requirements, FAS156 requires an entity to recognize a servicing asset or servicing liability each time it undertakes an obligation to service a financial asset by entering into a servicing contract in certain situations. Effective January 1, 2006, the Company adopted FAS156. The adoption of this Statement did not have a material impact on the Company’s financial position or results of operations.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2007 and 2006

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Accounting for Uncertain Income Tax Positions

On July 13, 2006, the FASB issued Interpretation No. 48, *Accounting for Uncertainty in Income Taxes - An Interpretation of FASB Statement No. 109* (FIN 48). FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB Statement No. 109, *Accounting for Income Taxes*. FIN 48 also prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The provisions of FIN 48 are to be applied to all tax positions upon initial adoption of this standard. Only tax positions that meet a "more-likely-than-not" recognition threshold at the effective date may be recognized or continue to be recognized upon adoption of FIN 48. The cumulative effect of applying the provisions of FIN 48 are to be reported as an adjustment to the opening balance of retained earnings (or other appropriate components of equity or net assets in the statement of financial position) for that fiscal year. The new interpretation also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The provisions of FIN 48 are effective for fiscal years beginning after December 15, 2006. The Company's implementation of this interpretation did not have a material impact on the Company's financial position and/or results of operations and did not result in an adjustment to opening retained earnings.

Written Loan Commitments Recorded at Fair Value Through Earnings

On November 5, 2007, the Securities and Exchange Commission staff released Staff Accounting Bulletin ("SAB") 109, "Written Loan Commitments Recorded at Fair Value Through Earnings." This SAB supersedes SAB 105 and expresses the current view that, consistent with the guidance in Statement of Financial Accounting Standards No. 156, *Accounting for Servicing of Financial Assets*, and Statement of Financial Accounting Standards No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities*, the expected net future cash flows related to the associated servicing of the loan should be included in the measurement of all written loan commitments that are accounted for at fair value through earnings. Management has evaluated the effects of the rule and does not anticipate a material impact on the Company's financial statements.

Noncontrolling Interests in Consolidated Financial Statements

In December 2007, the FASB issued Statement of Financial Accounting Standard No. 160, *Noncontrolling Interests in Consolidated Financial Statements - an amendment of ARB No. 51*. This statement amends ARB 51 to establish accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. It also amends certain of ARB 51's consolidation procedures for consistency with the requirements of FASB Statement No. 141 (revised 2007), *Business Combinations*. This statement is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2008. Management is currently assessing the impact of FAS 160 on its financial statements.

2. ACQUISITIONS AND DISPOSITIONS

Acquisition of KNBT Bancorp, Inc.

On February 1, 2008, the Company completed its acquisition of KNBT Bancorp, Inc. ("KNBT"). Under the terms of the merger agreement, each outstanding share of KNBT common stock (a total of 26,704,037 shares) was exchanged for 1.03 shares of National Penn common stock, resulting in the issuance of 27,505,158 shares of National Penn common stock. The total purchase price (stock) was valued at approximately \$453.29 million. In addition, 2,093,745 outstanding stock options to purchase shares of KNBT common stock were converted into options to purchase 2,156,482 shares of National Penn common stock, with an exercise price ranging from \$3.78 to \$16.08 per share. KNBT will be included in the Company's financial results from the date of acquisition, February 1, 2008.

KNBT had total assets of \$2.92 billion, total loans of \$1.88 billion, total deposits of \$1.94 billion and total borrowings of \$542.6 million, at book value at the time of acquisition.

The primary reasons for acquiring KNBT were for the Company to be able to expand its customer base into new territory, enhance its already existing Lehigh Valley presence, further grow its wealth management operations, enhance its earnings capacity, and provide significant cost savings through consolidation of operations.

The Company is in the process of obtaining third-party valuations in order to allocate the purchase price to the fair value of assets acquired and liabilities assumed. Those disclosures inclusive of pro forma information will be made in the Company's quarterly report for the period ending March 31, 2008.

Headquartered in Bethlehem, Northampton County, KNBT serves Lehigh, Northampton, Carbon, Luzerne, Schuylkill and Monroe counties through 56 community offices of its banking subsidiary, Keystone Nazareth Bank and Trust. They provide a wide variety of financial services including banking, insurance and wealth management through the bank and other subsidiaries.

Acquisition of Christiana Bank & Trust Company

On January 4, 2008, the Company completed its acquisition of Christiana Bank and Trust Company (“Christiana”). Under the terms of the merger agreement, each outstanding share of Christiana common stock (a total of 1,524,327 shares) was exchanged for 2.241 shares of National Penn common stock, \$37.69 in cash, or a combination of both, resulting in the issuance of 2,732,813 shares of National Penn common stock and payment of approximately \$11.49 million in cash. The aggregate purchase price (cash and stock) was approximately \$48.98 million. In addition, 317,395 outstanding stock options to purchase shares of Christiana common stock were converted into options to purchase 871,945 shares of National Penn common stock, with an exercise price ranging from \$3.41 to \$6.60 per share. Christiana will be included in the Company’s financial results from the date of acquisition, January 4, 2008.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2007 and 2006

2. ACQUISITIONS AND DISPOSITIONS - Continued

Christiana had total assets of \$142.9 million, total loans of \$124.1 million, total deposits of \$117.3 million and total borrowings of \$2.7 million, at book value at the time of acquisition.

The primary reasons for acquiring Christiana were for the Company to be able to expand its customer base into new territory, further grow its wealth management operations, enhance its earnings capacity, and to a lesser extent, provide cost savings through consolidation of operations.

The Company is in the process of obtaining valuations in order to allocate the purchase price to the fair value of assets acquired and liabilities assumed. Those disclosures inclusive of pro forma information will be made in the Company's quarterly report for the period ending March 31, 2008.

Greenville, Delaware based Christiana operates two offices in Delaware. Christiana Corporate Services, Inc., a wholly owned subsidiary of Christiana, provides commercial domicile and agency services in Delaware. Monarch Management Services LLC, wholly owned by Christiana Corporate Services, Inc., provides commercial domicile services in Delaware. Christiana Trust Company LLC, a Nevada non-depository trust company, wholly owned by Christiana, provides commercial domicile and trust services in Nevada.

Acquisition of Nittany Financial Corp.

On January 26, 2006, the Company completed its acquisition of Nittany Financial Corp. ("Nittany"), parent company of Nittany Bank. Under the terms of the merger agreement, each outstanding share of Nittany common stock (a total of 2,270,442 shares) was exchanged for 2.116 shares of National Penn common stock, \$42.43 in cash, or a combination of both, resulting in the issuance of 3,362,153 shares of National Penn common stock and payment of approximately \$28.9 million in cash. The total purchase price (cash and stock) was valued at \$92.7 million. In addition, 40,684 outstanding stock options to purchase shares of Nittany common stock were converted into options to purchase 86,501 shares of National Penn common stock, with an exercise price ranging from \$2.70 to \$9.80 per share. Nittany is included in the Company's financial results from the date of acquisition, January 26, 2006.

The primary reasons for acquiring Nittany were for the Company to be able to expand its customer base into new territory, enhance its earnings capacity, and to a lesser extent, provide cost savings through the consolidation of operations.

In the case of Nittany, the acquisition price resulted in the recording of approximately \$74.6 million of goodwill, which is the excess of the cost of an entity over the net of the amounts assigned to assets acquired and liabilities assumed, and \$5.3 million of other intangible assets. The Company acquired assets, loans and deposits of \$323.1 million, \$279.4 million and \$249.7 million, respectively.

State College, Pennsylvania-based Nittany Bank currently operates five offices in State College and one office in Bellefonte, Pennsylvania. Nittany Bank operates as a division of National Penn Bank under the "Nittany Bank" name and management team.

National Penn also acquired two investment subsidiaries from Nittany; Nittany Asset Management, Inc., which offers retail investment products through Nittany Bank's community offices; and Vantage Investment Advisors, LLC, which is a registered investment advisory firm providing fee-based investment management services. Vantage manages investments for small business retirement plans as well as provides individual portfolio management for consumers.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2007 and 2006

2. ACQUISITIONS AND DISPOSITIONS - Continued

Non-Bank Acquisitions

On April 10, 2006, the Company completed the acquisition of Resources for Retirement, Inc. ("Resources"). Resources, a retirement plan advisory firm, operates as a division of National Penn Capital Advisors, Inc., a subsidiary of National Penn Bank. The primary reason for this acquisition was to compliment the Company's wealth management services and expand its existing 401(k) business to larger companies.

In addition, on December 1, 2005, January 3, 2005, November 30, 2004 and July 1, 2004, the Company completed the insurance agency acquisitions of Preferred Risk Associates, Krombolz Agency, Inc., D.E. Love Associates, Inc., and Pennsurance, Inc., respectively. These agencies operate as divisions of National Penn Bank's insurance agency subsidiary, National Penn Insurance Agency, Inc. The primary reasons for these acquisitions were to expand the Company's insurance agency business throughout a larger segment of the Company's primary market area while enhancing its earnings capacity and generating the operating efficiencies of a combined larger insurance agency.

The prices paid for these five acquisitions resulted in the issuance of 84,277 shares of the Company's common stock and cash payments totaling \$4.2 million. The acquisitions resulted in the recording of approximately \$6.9 million of goodwill and other intangibles. Each of these transactions was accounted for under the purchase method of accounting. Accordingly, the results of operations of the Company include the results of the acquired businesses from the respective dates of these acquisitions.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2007 and 2006

3. INVESTMENT SECURITIES

The amortized cost, gross unrealized gains and losses, and fair values of the Company's investment securities are summarized as follows (in thousands):

		December 31, 2007			
		Amortized cost	Gross unrealized Gains	Gross Unrealized Losses	Fair Value
<u>Available for Sale</u>					
U.S. Treasury securities	\$	-	-	-	-
U.S. Government agency securities		44,001	71	(43)	44,029
State and municipal bonds		430,062	7,878	(3,639)	434,301
Mortgage-backed securities		448,394	2,679	(3,309)	447,764
Trust Preferred Pools/Collateralized Debt Obligation		152,196	2,535	(12,597)	142,134
Marketable equity and other securities		67,418	3,388	(1,608)	69,198
Totals	\$	1,142,071	\$ 16,551	\$ (21,196)	\$ 1,137,426
<u>Held to Maturity</u>					
State & municipal bonds	\$	185,281	\$ 1,087	\$ (528)	\$ 185,840
Mortgage-backed securities		58,314	-	(936)	57,378
Totals	\$	243,595	\$ 1,087	\$ (1,464)	\$ 243,218
		December 31, 2006			
		Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
<u>Available for Sale</u>					
U.S. Treasury securities	\$	-	-	-	-
U.S. Government agency securities		152,500	775	(3,142)	150,133
State and municipal bonds		269,975	9,296	(378)	278,893
Mortgage-backed securities		510,367	1,132	(11,577)	499,922
Trust Preferred Pools/Collateralized Debt Obligation		-	-	-	-
Marketable equity and other securities		73,251	9,569	(871)	81,949
Totals	\$	1,006,093	\$ 20,772	\$ (15,968)	\$ 1,010,897
<u>Held to Maturity</u>					
State & municipal bonds	\$	183,506	\$ 1,392	\$ (213)	\$ 184,685
Mortgage-backed securities		67,479	-	(2,589)	64,890
Totals	\$	250,985	\$ 1,392	\$ (2,802)	\$ 249,575

The amortized cost and fair value of investment securities, by contractual maturity, at December 31, 2007 (in thousands) are shown below. Expected maturities will differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

	Available for Sale		Held to Maturity	
	Amortized cost	Fair value	Amortized cost	Fair value
Due in one year or less	\$ 50,435	\$ 50,282	-	-
Due after one through five years	137,751	137,290	58,314	57,378
Due after five through ten years	160,786	158,975	380	383
Due after ten years	725,681	721,681	184,901	185,457
Marketable equity securities and other	67,418	69,198	-	-
Totals	\$ 1,142,071	\$ 1,137,426	\$ 243,595	\$ 243,218

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2007 and 2006
3. INVESTMENT SECURITIES - Continued

Proceeds from the sales of investment securities during 2007, 2006 and 2005, were \$112.6 million, \$49.1 million, and \$46.3 million, respectively. Gross gains realized on those sales were \$2.7 million, \$1.3 million, and \$1.3 million, in 2007, 2006 and 2005, respectively. Gross losses were \$652,000 in 2007, \$471,000 in 2006, and \$711,000 in 2005. As of December 31, 2007 and 2006, investment securities with a fair value of \$1.12 billion and \$972.4 million, respectively, were pledged to secure public deposits and for other purposes as provided by law. As of December 31, 2007 and 2006, the Company did not have any investment securities of any one issuer where the carrying value exceeded 10% of shareholders' equity.

The table below indicates the length of time individual securities have been in a continuous unrealized loss position at December 31, 2007 (dollars in thousands):

	No. of Securities	Less than 12 months		12 months or longer		Total	
		Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. Treasury securities	-	-	-	-	-	-	-
Government agency securities	11	-	-	\$ 28,527	\$ (43)	\$ 28,527	\$ (43)
State and municipal bonds	384	\$ 185,960	\$ (2,211)	48,826	(1,956)	234,786	(4,167)
State and municipal bonds (taxable)	-	-	-	-	-	-	-
Mortgage-backed securities	90	-	-	302,307	(4,245)	302,307	(4,245)
Trust Preferred Pools/ Collateralized Debt Obligations	23	123,325	(12,597)	-	-	123,325	(12,596)
Other bonds	4	-	-	1,590	(9)	1,590	(10)
Total debt securities	512	309,285	(14,808)	381,250	(6,253)	690,535	(21,061)
Marketable equity Securities and other bonds	12	4,045	(382)	4,618	(1,217)	8,663	(1,599)
Total	524	\$ 313,330	\$ (15,190)	\$ 385,868	\$ (7,470)	\$ 699,198	\$ (22,660)

The unrealized losses are due to changes in market value stemming from changes in the general level of interest rates and are considered to be temporary for both years.

The table below indicates the length of time individual securities have been in a continuous unrealized loss position at December 31, 2006 (dollars in thousands):

	No. of Securities	Less than 12 months		12 months or longer		Total	
		Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. Treasury and U.S. Government Agencies	35	\$ 1,983	\$ (17)	\$ 130,413	\$ (3,125)	\$ 132,396	\$ (3,142)
State and municipal bonds	158	77,130	(419)	11,688	(172)	88,818	(591)
Mortgage-backed securities	121	83,812	(1,366)	368,303	(12,800)	452,115	(14,166)
Other bonds	4	-	(-)	1,559	(42)	1,559	(42)
Total debt securities	318	162,925	(1,802)	511,963	(16,139)	674,888	(17,941)
Marketable equity securities	5	1,946	(54)	3,575	(775)	5,521	(829)
Total securities	323	\$ 164,871	\$ (1,856)	\$ 515,538	\$ (16,914)	\$ 680,409	\$ (18,770)

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2007 and 2006

4. LOANS AND LEASES

Major classifications of loans, including \$5.8 million and \$7.4 million in unearned income in 2007 and 2006, respectively, are as follows (in thousands) (1):

	December 31,	
	2007	2006
Commercial and industrial loans and leases	\$ 883,733	\$ 780,475
Real estate loans		
Construction and land development	328,720	311,163
Residential, including \$3,823 and \$18,515 in loans held for sale	1,451,762	1,407,437
Other (non-farm, non-residential real estate)	1,137,544	1,076,141
Loans to individuals	73,494	56,721
	<u>3,875,253</u>	<u>3,631,937</u>
Allowance for loan and lease losses	(54,897)	(58,306)
Total loans, net	<u>\$ 3,820,356</u>	<u>\$ 3,573,631</u>

(1) The classification of loans in the above table corresponds to defined bank regulatory reporting categories and is presented for analytical purposes.

Loans on which the accrual of interest has been discontinued or reduced amounted to \$15.2 million and \$8.6 million at December 31, 2007 and 2006, respectively. The gross amount of interest that would have been recorded on these loans would have been approximately \$655,000 and \$662,000, respectively. Interest on non-accrual loans in 2005 would have been approximately \$878,000. If interest on non-accrual loans had been accrued net of cash payments received, interest income would have increased by \$522,000 and \$415,000 for 2007 and 2006, respectively. Interest income would have increased \$437,000 for 2005 if interest on non-accrual loans had been accrued. Loan balances past due 90 days or more and still accruing interest, but which management expects will eventually be paid in full, amounted to \$87,000 and \$94,000 at December 31, 2007 and 2006, respectively.

The Company has identified a loan as impaired when it is probable that interest and principal will not be collected according to the contractual terms of the loan agreement. The balance of impaired loans was \$15.2 million at December 31, 2007. The total balance of impaired loans with a valuation allowance at December 31, 2007 was \$613,000; the specific valuation allowance related to these impaired loans was \$613,000. The total balance of impaired loans without a specific valuation allowance at December 31, 2007 was \$14.6 million. The average balance of impaired loans was \$12.0 million during 2007 and the income recognized on impaired loans during 2007 was \$120,000. The Company recognizes income on impaired loans under the cash basis when the loans are both current and the collateral on the loan is sufficient to cover the outstanding obligation to the Company. If these factors do not exist, the Company will not recognize income on such loans.

The balance of impaired loans was \$8.6 million at December 31, 2006. The specific valuation allowance related to these impaired loans was \$1.3 million. The average balance of impaired loans was \$8.8 million during 2006 and the income recognized on impaired loans during 2006 was \$203,000.

The balance of impaired loans was \$12.0 million at December 31, 2005. The specific valuation allowance related to these impaired loans was \$1.7 million. The average balance of impaired loans was \$12.2 million during 2005 and the income recognized on impaired loans during 2005 was \$405,000.

Other real estate owned at December 31, 2007 was \$0. There was \$1.3 million in other real estate owned at December 31, 2006 and no other real estate owned at December 31, 2005.

Lease contracts which meet the appropriate criteria specified in SFAS 13, *Accounting for Leases*, are classified as direct finance leases. As of December 31, 2007 and 2006, direct finance leases amounted to \$35.0 million and \$36.8 million, respectively. Direct finance leases are recorded upon acceptance of the equipment by the customer. Unearned lease income represents the excess of the gross lease investment over the cost of the leased equipment, which is recognized over the lease term at a constant rate of return on the net investment in the lease.

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4. LOANS AND LEASES - Continued

Changes in the allowance for loan and lease losses are as follows (in thousands):

	Year ended December 31,		
	2007	2006	2005
Balance, beginning of year	\$ 58,306	\$ 56,064	\$ 57,590
Provision charged to operations	7,832	2,541	3,200
Loans charged off	(13,051)	(5,856)	(7,245)
Recoveries	1,810	2,662	2,519
Acquisition of Nittany	-	2,895	-
Balance, end of year	\$ 54,897	\$ 58,306	\$ 56,064

5. PREMISES AND EQUIPMENT

Major classifications of premises and equipment are summarized as follows (in thousands):

	Estimated useful lives	Year ended December 31,	
		2007	2006
Land	Indefinite	\$ 7,499	\$ 8,965
Buildings	5 to 40 years	59,221	50,335
Equipment	3 to 10 years	58,207	55,596
Leasehold improvements	2 to 20 years	7,507	6,709
		132,434	121,605
Accumulated depreciation and amortization		(71,220)	(66,374)
		\$ 61,214	\$ 55,231

Depreciation and amortization expense amounted to \$ 7.9 million, \$ 7.6 million, and \$6.9 million for the years ended December 31, 2007, 2006 and 2005, respectively.

6. DEPOSITS

The aggregate amount of jumbo certificates of deposit, each with a minimum denomination of \$100,000, was approximately \$546.1 million and \$535.1 million in 2007 and 2006, respectively.

At December 31, 2007, the scheduled maturities of certificates of deposit are as follows (in thousands):

2008	\$ 1,362,097
2009	97,120
2010	38,330
2011	24,340
2012	14,435
Thereafter	2,522
	<u>\$ 1,538,844</u>

7. SHORT-TERM BORROWINGS

Federal funds purchased and securities sold under agreements to repurchase generally mature within 30 days from the date of the transactions. Short-term borrowings consist of Treasury Tax and Loan Note Options and various other borrowings, which generally have maturities of less than one year.

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7. SHORT-TERM BORROWINGS - Continued

The details of these categories are presented below (dollars in thousands):

	At or for the year ended December 31,		
	2007	2006	2005
Securities sold under repurchase agreements and federal funds purchased			
Balance at year-end	\$ 484,223	\$ 408,084	\$ 419,976
Average during the year	468,600	500,372	553,872
Maximum month-end balance	602,426	641,976	736,892
Weighted average rate during the year	4.09%	3.68%	2.44%
Rate at December 31	3.51%	3.90%	2.63%
Short-term borrowings			
Balance at year-end	\$ 12,800	\$ 9,662	\$ 8,795
Average during the year	6,332	7,271	4,936
Maximum month-end balance	12,985	22,488	10,000
Weighted average rate during the year	2.63%	3.88%	2.88%
Rate at December 31	4.59%	5.71%	4.00%

The weighted average rates paid in aggregate on these borrowed funds for 2007, 2006, and 2005 were 4.07%, 3.68%, and 2.44%, respectively.

8. LONG-TERM BORROWINGS

FHLB ADVANCES

At December 31, 2007 and 2006, advances from the Federal Home Loan Bank (FHLB) totaling \$617.2 million and \$460.8 million will mature within one to twelve years and are reported as long-term borrowings. The advances are collateralized by FHLB stock and certain first mortgage loans and mortgage-backed securities. These advances had a weighted average interest rate of 4.52% and 4.32% at December 31, 2007 and 2006, respectively. Unused lines of credit at the FHLB were \$597.4 million and \$856.9 million at December 31, 2007 and 2006, respectively.

Outstanding borrowings mature as follows (in thousands):

2008	\$ 32,000
2009	36,725
2010	4,909
2011	6,107
2012	55,000
Thereafter	482,442
	<u>\$ 617,183</u>

In 2007, the Company obtained \$450.0 million in new long-term advances from the Federal Home Loan Bank of Pittsburgh. One advance for \$50.0 million matures in 2012 while three advances totaling \$400 million mature in 2017. The weighted average rate of these borrowings is 4.48%. The advances are fixed rate with a floating rate option.

8. LONG-TERM BORROWINGS – Continued

SUBORDINATED DEBENTURES

As of December 31, 2007, the Company has established five statutory business trusts: NPB Capital Trust II, NPB Capital Trust III, NPB Capital Trust IV, NPB Capital Trust V, and NPB Capital Trust VI. In each case, the Company owns all the common capital securities of the trust. These trusts issued preferred capital securities to investors and invested the proceeds in the Company through the purchase of junior subordinated debentures issued by the Company. These debentures are the sole assets of the trusts.

- The \$65.206 million of debentures issued to NPB Capital Trust II on August 20, 2002 mature on September 30, 2032, and bear interest at the annual fixed rate of 7.85%.
- The \$20.619 million of debentures issued to NPB Capital Trust III on February 20, 2004 mature on April 23, 2034, and bear interest at a floating rate (three month LIBOR plus a margin of 2.75%).
- The \$20.619 million of debentures issued to NPB Capital Trust IV on March 25, 2004 mature on April 7, 2034, and bear interest at a floating rate (three month LIBOR plus a margin of 2.75%).
- The \$20.619 million of debentures issued to NPB Capital Trust V on April 7, 2004 mature on April 7, 2034, and bear interest at a floating rate (three month LIBOR plus a margin of 2.75%).
- The \$15.464 million of debentures issued to NPB Capital Trust VI on January 19, 2006 mature on March 15, 2036, and bear interest at a floating rate (three month LIBOR plus a margin of 1.38%).

As of January 1, 2007, the Company adopted SFAS No. 159, and elected the fair value option to the debentures issues on August 20, 2002 in the amount of \$65.2 million. This subordinated debt has a fixed rate of 7.85% and a maturity date of September 30, 2032 with a call provision after September 30, 2007. As a result of the fair value option, this debenture has been reported at fair value of \$62.7 million at December 31, 2007.

Based on current interpretations of the banking regulators, all the foregoing junior subordinated debentures qualify under the risk-based capital guidelines of the Federal Reserve as Tier 1 capital, subject to certain limitations. In each case, the debentures are callable by National Penn, subject to any required regulatory approvals, at par, in whole or in part, at any time after five years. In each case, the Company's obligations under the junior subordinated debentures and related documents, taken together, constitute a full, irrevocable and unconditional guarantee on a subordinated basis by the Company of the obligations of the trusts under the preferred securities.

9. BENEFIT PLANS

PENSION PLAN

The Company has a non-contributory defined benefit pension plan covering, as of December 31, 2007, substantially all employees of the Company and its subsidiaries. The Company-sponsored pension plan provides retirement benefits under pension trust agreements. The benefits are based on years of service and the employee's compensation during the highest five consecutive years during the last ten consecutive years of employment. The Company's policy is to fund pension costs allowable for income tax purposes.

As of April 1, 2006, changes made as a result of a restructuring of the retirement benefits package for National Penn employees took effect. On January 25, 2006, the Board of Directors of National Penn Bancshares, Inc., acting upon the recommendation of the Compensation Committee of the Board, approved a restructuring of the retirement benefits package (the defined contribution Capital Accumulation Plan [a 401(k) plan] and the defined benefit Pension Plan) for National Penn employees, as part of an overall strategy for the Company to remain both financially strong and a competitive employer.

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9. BENEFIT PLANS - Continued

Under the Pension Plan, as amended:

- Effective April 1, 2006, pension benefits were based on a 2-part benefit calculation:
 - A benefit earned as of March 31, 2006 under the terms of the Pension Plan as effective on that date; and
 - A benefit earned from and after April 1, 2006, based on an employee's Plan compensation not to exceed \$50,000 per year.
- Employees of National Penn Mortgage Company and Nittany were eligible for participation effective April 1, 2006.

Otherwise, the existing features of the Pension Plan continue without change. This restructuring did not have a material impact on the Company's financial position or results of operations.

The following table sets forth the plan's funded status and amounts recognized in the Company's consolidated balance sheets (in thousands):

	December 31,	
	2007	2006
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 27,306	\$ 31,026
Service cost	1,519	1,744
Interest cost	1,549	1,540
Actual gain	1,493	2,526
Benefits paid	(705)	(694)
Effect of change due to plan amendment	-	(6,240)
Effect of change in assumptions	(1,614)	(2,596)
Benefit obligations at end of year	<u>29,548</u>	<u>27,306</u>
Change in plan assets		
Fair value of plan assets at beginning of year	28,386	24,485
Actual return on plan assets	3,660	2,088
Employer contribution	2,500	2,507
Benefits paid	(705)	(694)
Administrative expenses	(84)	-
Fair value of plan assets at end of year	<u>33,757</u>	<u>28,386</u>
Funded status	4,209	1,080
Unrecognized net actuarial gain	5,828	7,744
Unrecognized prior service cost	<u>(5,287)</u>	<u>(5,803)</u>
Prepaid benefit cost (included in other assets)	<u>\$ 4,750</u>	<u>\$ 3,021</u>

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
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9. BENEFIT PLANS - Continued

The accumulated benefit obligation was \$28.6 million and \$26.4 million at December 31, 2007 and 2006, respectively.

Net pension cost included the following components (in thousands):

	Year ended December 31,		
	2007	2006	2005
Service cost	\$ 1,603	\$ 1,744	\$ 2,123
Interest cost on projected benefit obligation	1,549	1,540	1,458
Return on plan assets (1)	(2,311)	(2,159)	(1,737)
Net amortization and deferral	(70)	(43)	218
Net periodic benefit cost	\$ 771	\$ 1,082	\$ 2,062

(1) Expected return is presented for 2007. Actual return is presented for 2006 and 2005.

Weighted-average assumptions used to determine net benefit obligations at December 31:

	2007	2006
Discount rate	6.00%	5.84%
Rate of compensation increase	3.75%	3.50%

Weighted-average assumptions used to determine net periodic benefit cost for years ended December 31:

	2007	2006
Discount rate	6.00%	5.84%
Expected long-term return on plan assets	8.25%	8.25%
Rate of compensation increase	3.75%	3.50%

Plan Assets

The Company's pension plan weighted-average asset allocations at December 31, 2007, and 2006, by asset category are as follows:

<u>Asset Category</u>	Plan Assets At December 31,	
	2007	2006
Equity securities	57%	66%
Debt securities	29%	30%
Other	14%	4%
Total	100%	100%

The plan does not have any assets in the Company's common stock.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
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9. BENEFIT PLANS - Continued

Estimated Future Benefit Payments

Estimated future benefit payments, which reflect expected future service, as appropriate, are as follows (in thousands):

2008	\$	700
2009		710
2010		867
2011		982
2012		1,105
Years 2013-2017		8,447

CAPITAL ACCUMULATION PLAN

The Company has a capital accumulation and salary reduction plan under Section 401(k) of the Internal Revenue Code of 1986, as amended. Under the plan as in effect at December 31, 2007, eligible participants may contribute a minimum of 1% of eligible earnings up to a maximum of the respective annual IRS allowable contribution each year.

As previously disclosed in a Form 8K filing dated January 25, 2006, the Board of Directors of National Penn Bancshares, Inc., acting upon the recommendation of the Compensation Committee of the Board, approved a restructuring of the retirement benefits package for National Penn employees as part of an overall strategy for National Penn to remain both a financially strong company and a competitive employer.

Under the Capital Accumulation Plan, as amended:

- Persons will become eligible for participation on the first day of the month following 30 days of employment.
- For newly-eligible employees, enrollment at 1% of base compensation will be automatic, subject to an “opt-out” procedure.
- A discretionary profit sharing account is added to the Plan, which will initially utilize the same earnings per share targets as National Penn’s annual Executive Incentive Plan and Management Incentive Plan.
- In implementing the new profit sharing account feature of the Plan, National Penn management intends to provide, in the first three years, that each participant will receive a minimum contribution of 1% of his or her base compensation (up to a maximum compensation amount of \$100,000).
- Otherwise, the existing features of the Capital Accumulation Plan will continue without change, including the employer “match” of 50% of the first 7% of an employee’s compensation contributed to the Plan.

Matching contributions to the plan were \$2.2 million, \$2.2 million, and \$1.3 million for the years ended December 31, 2007, 2006 and 2005, respectively.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES

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9. BENEFIT PLANS - Continued

DEFERRED COMPENSATION ARRANGEMENTS

The Company has established deferred compensation arrangements for certain executive officers. The deferred compensation plans provide for annual payments for fifteen years following retirement. The Company's liabilities under these arrangements are being accrued from the commencement of the plans over the participant's remaining periods of service. The expense recorded in connection with these deferred compensation plans, which are unfunded, was \$120,000, \$120,000, and \$90,000 for the years ended December 31, 2007, 2006 and 2005, respectively.

The Company, through its acquisitions of Nittany Financial Corp., FirstService Bank, HomeTowne Heritage Bank, and Peoples First, Inc. has several non-qualified, unfunded Supplemental Executive Retirement Plans (SERPs) for certain officers. These SERPs supplement the benefit these executive officers will receive under the Company's qualified retirement plans, and provide annual benefits up to 60% of the executives' final compensation, as defined under the SERPs, payable over the executives' remaining lifetime assuming the executive attains age 62. The SERPs also provide for survivor and certain other termination benefits. The expense recorded in connection with these SERPs was \$771,000, \$696,000, and \$640,000 for the years ended December 31, 2007, 2006 and 2005, respectively. The Company is the beneficiary of life insurance policies with an aggregate cash surrender value of \$18.9 million that are a method of funding benefits under these plans.

10. INCOME TAXES

Uncertain Tax Positions

The Company adopted the provisions of FASB Interpretation 48 ("FIN 48"), Accounting for Uncertainty in Income Taxes, on January 1, 2007. Previously, the Company had accounted for tax contingencies in accordance with Statement of Financial Accounting Standards 5, Accounting for Contingencies. As required by FIN 48, which clarifies Statement 109, Accounting for Income Taxes, the Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more-likely-than-not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. At the adoption date, the Company applied FIN 48 to all tax positions for which the statute of limitations remained open. As a result of the adoption of FIN 48, there was no material effect on the Company's consolidated financial position or results of operations and no adjustment to retaining earnings.

The liability for the Company's unrecognized tax benefits as of January 1, 2007, was \$1.5 million, which if ultimately recognized, will reduce the Company's annual effective tax rate. The liability for the Company's unrecognized tax benefits as of December 31, 2007 is \$1.98 million. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

Balance at January 1, 2007	\$ 1,525
Additions based on tax positions related to the current year	679
Additions for tax positions of prior years	86
Reductions for tax positions of prior years	-
Reductions as a result of lapse of applicable statute of limitations	(315)
Settlements	-
Balance at December 31, 2007	<u>\$ 1,975</u>

The Company is subject to income taxes in the U.S. and various state jurisdictions. Tax regulations within each jurisdiction are subject to the interpretation of the related tax laws and regulations and require significant judgment to apply. With few exceptions, the Company is no longer subject to U.S. federal, state and local tax examinations by tax authorities for the years before 2004.

The Company recognizes interest accrued related to unrecognized tax benefits and penalties in income tax expense for all periods presented. The Company accrued amounts for the payment of interest and penalties at January 1, 2007, as required by FIN 48. These amounts were not material to the Company's financial position or results of operations, and subsequent changes to accrued interest and penalties have not been significant.

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10. INCOME TAXES - Continued

The Company is subject to U.S. federal income tax as well as income tax of multiple state jurisdictions. The Company is not currently undergoing any income tax examinations, and is no longer subject to U.S. federal income tax examinations for years before 2004.

The components of the income tax expense included in the consolidated statements of income are as follows (in thousands):

	Year ended December 31,		
	2007	2006	2005
Income tax expense			
Current	\$ 14,531	\$ 20,627	\$ 15,915
Deferred federal (benefit) expense	2,600	(1,263)	1,777
	<u>17,131</u>	<u>19,364</u>	<u>17,692</u>
Additional paid-in capital from benefit of stock options exercised	249	881	1,229
Applicable income tax expense	<u>\$ 17,380</u>	<u>\$ 20,245</u>	<u>\$ 18,921</u>

The differences between applicable income tax expense and the amount computed by applying the statutory federal income tax rate of 35% are as follows (in thousands):

	Year ended December 31,		
	2007	2006	2005
Computed tax expense at statutory rate	\$ 28,915	\$ 29,524	\$ 27,090
Decrease in taxes resulting from:			
Tax-exempt loan and investment income	(11,641)	(9,169)	(7,293)
Tax credits	(150)	(300)	(682)
Amortization of goodwill and intangibles	(87)	(149)	(149)
Other, net	343	339	(45)
Applicable income tax expense	<u>\$ 17,380</u>	<u>\$ 20,245</u>	<u>\$ 18,921</u>

Deferred tax assets and liabilities consist of the following (in thousands):

	2007	2006
Deferred tax assets		
Allowance for loan and lease loss	\$ 19,178	\$ 18,829
Deferred compensation	4,422	4,365
Share-based compensation	3,096	2,982
Investment securities available for sale	1,626	-
	<u>28,322</u>	<u>26,176</u>
Deferred tax liabilities		
Pension	1,858	378
Partnership investments	1,342	1,295
Depreciation	218	581
Investment securities available for sale	-	1,682
Rehab credit adjustment	-	44
Loan costs	3,785	3,016
Core deposit intangibles	5,918	5,905
	<u>13,121</u>	<u>12,901</u>
Net deferred tax asset (included in other assets)	<u>\$ 15,201</u>	<u>\$ 13,275</u>

The Company has adjusted its beginning and ending deferred tax assets and liabilities for prior acquisitions and reclassifications of tax reserve.

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11. SHAREHOLDERS' EQUITY

On January 15, 2008, the Company's Board of Directors declared a cash dividend of \$0.17 per share payable on February 15, 2008 to shareholders of record on January 30, 2008.

On August 22, 2007, the Company's Board of Directors declared a 3% common stock dividend payable on September 28, 2007 to shareholders of record on September 7, 2007. Based on the number of common shares outstanding on the record date, the Company issued 1.43 million new shares.

On January 24, 2007, the Company's Board of Directors declared a cash dividend of \$0.1675 per share payable on February 17, 2007 to shareholders of record on February 3, 2007.

On August 23, 2006, the Company's Board of Directors declared a 3% common stock dividend payable on September 30, 2006 to shareholders of record on September 8, 2006. Based on the number of common shares outstanding on the record date, the Company issued 1.4 million new shares.

On July 12, 2006, the Company entered into an agreement to purchase 515,000 shares of National Penn common stock in a block transaction at a purchase price of \$19.32 per share (the closing sale price of National Penn common stock as of July 11, 2006, less ten cents per share) or a total purchase price of \$9.95 million. This transaction was completed on July 17, 2006.

On September 24, 2003, the Company's Board of Directors authorized the repurchase of up to 1,657,656 shares of the Company's common stock to be used to fund the Company's dividend reinvestment plan, share compensation plans, share-based benefit plans, and employee stock purchase plan (the 2003 Plan). On December 21, 2005, the Company's Board of Directors authorized the repurchase of up to an additional 2.1 million shares of the Company's common stock to be used to fund these plans (the 2005 Plan). For the year ended December 31, 2007, 1,017,946 shares were repurchased at an average price of \$15.10 per share. For the years ended December 31, 2006 and 2005, 717,684 and 640,374 shares were repurchased at average prices of \$18.78 and \$15.82, respectively. As of December 31, 2007, all shares authorized under the 2003 Plan had been repurchased and 1,470,887 shares had been repurchased under the 2005 Plan. No timetable was set for repurchases under the 2005 Plan.

On August 25, 2005, the Company's Board of Directors declared a five-for-four stock split of the Company's common stock, distributable to shareholders of record on September 9, 2005, and which was distributed on September 30, 2005.

12. SHAREHOLDER RIGHTS PLAN

The Company adopted a Shareholder Rights Plan (the Rights Plan) in 1989 to protect shareholders from attempts to acquire control of the Company at an inadequate price. Under the Rights Plan, the Company distributed a dividend of one right to purchase a unit of preferred stock on each outstanding common share of the Company. The rights are not currently exercisable or transferable, and no separate certificates evidencing such rights will be distributed, unless certain events occur. The rights were to expire on August 22, 1999. On August 21, 1999, the Plan was amended to extend the expiration date to August 22, 2009.

After the rights become exercisable, under certain circumstances, the rights (other than rights held by a 19.9% beneficial owner or an "adverse person") will entitle the holders to purchase either the Company's common shares or the common shares of the potential acquirer at a substantially reduced price.

The Company is generally entitled to redeem the rights at \$0.001 per right at any time until the 10th business day following a public announcement that a 19.9% position has been acquired. Rights are not redeemable following an "adverse person" determination.

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12. SHAREHOLDER RIGHTS PLAN - Continued

The Rights Plan was not adopted in response to any specific effort to acquire control of the Company. The issuance of rights had no dilutive effect, did not affect the Company's reported earnings per share, and was not taxable to the Company or its shareholders.

13. EARNINGS PER SHARE

The components of the Company's basic and diluted earnings per share are as follows (dollars in thousands, except per share data):

	Year ended December 31, 2007		
	Income (numerator)	Shares (denominator)	Per share amount
Basic earnings per share			
Net income available to common stockholders	\$ 65,233	49,344	\$ 1.32
Effect of dilutive securities			
Options	-	564	(.01)
Diluted earnings per share			
Net income available to common stockholders plus assumed conversions	\$ 65,233	49,908	\$ 1.31

Restricted shares and options to purchase shares of common stock totaling 1,828,734 with grant prices of \$17.67 to \$21.49 per share were outstanding during 2007. The restricted shares were not included in the computation of diluted earnings per share as the contingencies related to these shares were not met at December 31, 2007. The options were not included in the computation of diluted earnings per share because the option exercise price was greater than the average market price.

	Year ended December 31, 2006		
	Income (numerator)	Shares (denominator)	Per share amount
Basic earnings per share			
Net income available to common stockholders	\$ 64,109	48,916	\$ 1.31
Effect of dilutive securities			
Options	-	824	(.02)
Diluted earnings per share			
Net income available to common stockholders plus assumed conversions	\$ 64,109	49,740	\$ 1.29

Restricted shares and options to purchase shares of common stock totaling 1,852,863 with grant prices of \$19.45 to \$21.49 per share were outstanding during 2006. The restricted shares were not included in the computation of diluted earnings per share as the contingencies related to these shares were not met at December 31, 2006. The options were not included in the computation of diluted earnings per share because the option exercise price was greater than the average market price.

	Year ended December 31, 2005		
	Income (numerator)	Shares (denominator)	Per share amount
Basic earnings per share			
Net income available to common stockholders	\$ 58,480	45,968	\$ 1.27
Effect of dilutive securities			
Options	-	763	(.02)
Diluted earnings per share			
Net income available to common stockholders plus assumed conversions	\$ 58,480	46,731	\$ 1.25

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES

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13. EARNINGS PER SHARE - Continued

Options to purchase 1,418,991 shares of common stock at \$19.45 to \$21.49 per share were outstanding during 2005. They were not included in the computation of diluted earnings per share because the option exercise price was greater than the average market price.

14. COMMITMENTS AND CONTINGENT LIABILITIES

LEASE COMMITMENTS

Future minimum payments under non-cancelable operating leases are due as follows (in thousands):

Year ending December 31,	
2008	\$ 4,678
2009	4,297
2010	3,764
2011	2,758
2012	2,483
Thereafter	15,429
	<u>\$ 33,409</u>

The total rental expense was approximately \$5.4 million, \$4.9 million, and \$4.2 million in 2007, 2006 and 2005, respectively.

The Company leases certain premises and equipment under non-cancelable operating leases. Certain leases contain renewal options and rent escalation clauses calling for rent increases over the term of the lease. All leases which contain a rent escalation clause are accounted for on a straight-line basis.

OTHER

In the normal course of business, the Company has been named as a defendant in various lawsuits. Although the ultimate outcome of these suits cannot be ascertained at this time, it is the opinion of management that the resolution of such suits will not have a material adverse effect on the financial position or results of operations of the Company.

15. SHARE-BASED COMPENSATION

At December 31, 2007, the Company had certain employee benefit plans covering substantially all employees, which are more fully described below.

Fixed Option Compensation Plans (collectively, the "Plans")

Long-Term Incentive Compensation Plan

The Company maintains a Long-Term Incentive Compensation Plan, approved by shareholders in April 2005 ("2005 Plan"). A total of 5,304,500 shares of common stock have been made available for options, restricted stock or other stock or stock-based awards to be granted to employees or non-employee directors through November 30, 2014. The Company believes that such awards better align the interests of its employees and non-employee directors with those of its shareholders. Option awards are granted with an exercise price at least equal to the market price of the Company's stock at the date of grant; option awards vest at such times as are determined by the Compensation Committee of the Board of Directors at the time of grant, but not before one year from the date of grant or later than five years from the date of grant. The options have a maximum term of ten years if incentive stock options or ten years and one month if non-qualified stock options.

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15. SHARE-BASED COMPENSATION - Continued

Vesting of options is immediately accelerated in the event of a change-in-control, as defined in the 2005 Plan. Except as otherwise provided by the Compensation Committee, options will immediately vest in the event the optionee's service terminates due to death, disability or retirement (including a voluntary termination of employment at age 60 or more) or in the event of an involuntary termination of employment not for cause.

Officers' and Key Employees' Stock Compensation Plan

Prior to the adoption of the 2005 Plan described above, the Company maintained an Officers' and Key Employees' Stock Compensation Plan ("Officers' Plan"). A total of 4,476,566 shares of common stock were made available for options or restricted stock grants through April 2005. Options granted under the Officers' Plan vest over a five-year period, in 20% increments on each successive anniversary of the date of grant, and expire ten years and one month from the date of issue. Vesting of options is immediately accelerated in the event of a change-in-control, as defined in the Officers' Plan. Options will immediately vest in the event the optionee's service terminates due to death, disability or retirement (including a voluntary termination of employment at age 60 or more). Options granted under the Company's predecessor stock option plan for officers and key employees are subject to a vesting schedule commencing at two years and expire ten years and one month from the date of issue. These options immediately vest in the event the optionee's service terminates due to death or retirement (including a voluntary termination of employment at age 60 or more). No further options may be granted under the Officers' Plan or its predecessor plan.

Non-Employee Directors' Stock Option Plan

Prior to the adoption of the 2005 Plan described above, the Company maintained a Non-Employee Directors' Stock Option Plan ("Directors' Plan"). Under the Directors' Plan, a total of 572,011 shares of common stock were made available for option grants through January 2004. The options have a maximum term of ten years and vest two years after the date of grant. Vesting of options is immediately accelerated in the event of a change-in-control, as defined in the Directors' Plan. The options immediately vest in the event the optionee's service terminates due to death, disability or retirement in accordance with the mandatory retirement provisions of the Company's bylaws. No further options may be granted under the Directors' Plan.

Substitute Stock Options

As of December 31, 2007, 462,820 options were outstanding as a result of the issuance of stock options in substitution for stock options of acquired companies outstanding at the time of acquisition. No substitute options were issued in 2007. All of the foregoing options are fully vested and have other contractual terms identical to the terms of the options for which they were substituted. No further options may be granted under any of the predecessor company stock option plans.

Fixed Option Compensation Plans – Aggregate Information

For the years ended December 31, 2007, 2006, and 2005, the Company estimated the fair value of each option grant on the date of grant using the Black-Scholes options-pricing model with the following weighted average assumptions:

	Year Ended December 31,		
	2007	2006	2005
Risk-free interest rates	3.83%	4.44%	4.58%
Expected dividend yield	4.49%	3.26%	3.47%
Expected volatility	33.09%	34.21%	28.58%
Expected lives (years)	7.14	8.00	7.61

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15. SHARE-BASED COMPENSATION - Continued

The Black-Scholes option valuation model was originally developed for use in estimating the fair value of traded options, which may have different characteristics from the Company's stock options. The model is sensitive to changes in assumptions which can materially affect the fair value estimate. The risk-free interest rates used were from actual U. S. Treasury zero-coupon rates for bonds approximating the expected term of the option as of the option grant date. The expected dividend yield is computed based on the current dividend rate. The Company relies exclusively on historical volatility as an input for determining the estimated fair value of stock options. The Company utilized expected volatility based on the expected life of the option. In determining the expected life of the option grants, the Company has observed the actual terms of prior grants with similar characteristics, the actual vesting schedule of the grants, and assessed the expected risk tolerance of the Company's optionees and, based on this analysis, has determined that the Company has a single homogeneous optionee group.

Aggregated information regarding the Plans as of December 31, 2007, and changes during the twelve months then ended is presented below (dollars in thousands, except per share data):

Options	Shares	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Term (yrs)	Aggregate Intrinsic Value
Outstanding at January 1, 2007	4,368,454	\$ 15.35	-	\$ 19,836
Substitute options issued	-	-	-	-
Granted	560,063	15.16	-	-
Exercised	(386,914)	9.72	-	-
Forfeited	(27,449)	19.89	-	-
Outstanding at December 31, 2007	4,514,154	15.78	5.56	6,333
Exercisable at December 31, 2007	3,254,495	\$ 14.88	4.31	\$ 6,329

There were 560,063, 451,913, and 444,068 options granted during the years ended December 31, 2007, 2006, and 2005, respectively. The weighted-average grant date fair value of options granted during the years ended December 31, 2007, 2006 and 2005 was \$3.58, \$6.17, and \$4.99, respectively. The total intrinsic value (market value on date of exercise less grant price) of options exercised during the years ended December 31, 2007, 2006 and 2005 was \$3.0 million, \$4.1 million, and \$4.4 million, respectively. The total fair value of options vested during the years ended December 31, 2007, 2006 and 2005 was \$3.2 million, \$3.3 million, and \$1.7 million, respectively.

A summary of the status of the Company's non-vested shares under the Plans as of December 31, 2007, and changes during the twelve months then ended, is presented below:

Non-Vested Options	Shares	Weighted- Average Grant-Date Fair Value
Non-Vested at January 1, 2007	1,365,448	\$ 5.37
Granted	560,063	-
Vested	(644,942)	-
Forfeited	(20,910)	-
Non-Vested at December 31, 2007	1,259,659	\$ 4.73

As of December 31, 2007, there was \$3.4 million of total unrecognized compensation cost related to non-vested share-based compensation arrangements granted under the 2005 Plan. That cost is expected to be recognized over a weighted-average period of less than five years.

15. SHARE-BASED COMPENSATION - Continued

Cash received from option exercise under the Plans for the year ended December 31, 2007, 2006, and 2005 was \$3.7 million, \$3.4 million, and \$3.6 million, respectively. The actual tax benefit realized for the tax deductions from option exercise under the Plans for the twelve months ended December 31, 2007, 2006, and 2005 was \$1.0 million, \$1.4 million, and \$1.5 million, respectively.

The Company has a history of repurchasing shares on the open market to satisfy share option exercises. The Company has 27,887 options expiring during the next twelve months ended December 31, 2008, that will likely be exercised and for which the Company may, but is not required to, repurchase shares for use in those exercises.

Director Performance-Based Awards

Under the aforementioned Long-Term Incentive Compensation Plan, approved by shareholders in April 2005 (2005 Plan), the Company is authorized to grant share-based incentive compensation awards for corporate performance to non-employee directors of National Penn Bancshares, Inc. ("National Penn") and National Penn Bank ("NPB") ("Director Performance-Based Awards"). These awards may be granted in the form of shares of National Penn common stock, performance-restricted restricted stock ("PR-RS") or performance-restricted restricted stock units ("PR-RSUs").

The vesting of awards is contingent upon meeting certain corporate earnings per share performance goals. The awards are not permitted to be transferred during the restricted time period of one year from the date of the award and are subject to forfeiture to the extent that the performance restrictions are not satisfied.

Awards are also forfeited if the non-employee director terminates his or her service prior to the end of the restricted time period, unless such termination is in accordance with the Company's mandatory retirement bylaw (in which case the award would be pro-rated).

Vested PR-RS is converted to shares of National Penn common stock at the end of the restricted time period. Vested PR-RSUs are converted to shares of National Penn common stock upon the non-employee director's termination of service as a director.

The fair market value of each Director Performance-Based Award is estimated based on the fair market value of the Company's common stock on the date of grant and the probable performance goals to be achieved, net of anticipated forfeitures. If such goals are not met, no compensation cost would be recognized and any recognized compensation cost would be reversed.

On January 24, 2007, the Company granted Director Performance-Based Awards to each non-employee director of National Penn and NPB actively serving on January 24, 2007, and consisted of either shares of PR-RS or PR-RSUs, at the discretion of the non-employee director. The PR-RS and PR-RSUs granted under the 2007 corporate performance award were unvested as of December 31, 2007; these awards then vested at the end of the restricted time period on January 24, 2008.

On January 25, 2006, the Company granted Director Performance-Based Awards to each non-employee director of National Penn and NPB actively serving on January 25, 2006 and consisted of the following:

- For 2006 corporate performance, either shares of PR-RS or PR-RSUs, at the discretion of the non-employee director. The PR-RS and PR-RSUs granted under the 2006 award were un-vested as of December 31, 2006; these awards vested at the end of the restricted time period on January 25, 2007.
- For 2005 corporate performance, either shares of National Penn common stock or RSUs, at the discretion of the non-employee director. A total of 2,758 shares of stock were issued as of December 31, 2006.

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15. SHARE-BASED COMPENSATION – Continued

Aggregated information regarding the Director Performance-Based Awards as of December 31, 2007 and 2006, and changes during the twelve months then ended is presented below:

	PR-RS Shares	PR-RSU Share Units	Weighted- Average Grant-Date Fair Value
Un-vested at January 1, 2006	-	-	\$ -
Granted	3,792	17,133	19.49
Forfeited / Canceled	-	(800)	19.49
Vested at December 31, 2006	-	(6,365)	19.49
Converted	-	(849)	19.49
Un-vested at December 31, 2006	<u>3,792</u>	<u>9,119</u>	<u>\$ 19.49</u>
	PR-RS Shares	PR-RSU Share Units	Weighted- Average Grant-Date Fair Value
Un-vested at December 31, 2006	3,792	9,119	\$ 19.49
Granted	6,514	8,782	18.82
Forfeited/Cancelled	(1,020)	(2,559)	19.49
Vested	(2,772)	(6,560)	19.49
Unvested at December 31, 2007	<u>6,514</u>	<u>8,782</u>	<u>\$ 18.82</u>

The total fair value of Director Performance-Based Awards vested during the twelve months ended December 31, 2007 and 2006 was approximately \$182,000 and \$124,000, respectively. Compensation expense recognized for the years ended December 31, 2007 and 2006 for the Director Performance-Based Awards was approximately \$190,000 and \$385,000, respectively. There was approximately \$13,000 of total unrecognized compensation expense related to the un-vested Director Performance-Based Awards as of December 31, 2007 that is expected to be recognized over a period of less than one year.

There were no Director Performance-Based Awards granted in 2005.

Employee Stock Purchase Plan

Under the 1997 shareholder-approved Employee Stock Purchase Plan (“ESPP”), as amended, the Company is authorized to issue up to 864,725 common shares of the Company to eligible employees (“Employees”) of the Company. These shares may be purchased by Employees at a price equal to 90% of the fair market value of the shares on the purchase date. Purchases under the ESPP are made four times annually. Employee contributions to the ESPP are made through payroll deductions. For the twelve months ended December 31, 2007, 2006 and 2005, participants under the ESPP purchased 45,125, 39,458, and 39,153 shares at weighted-average prices of \$14.73, \$17.21, and \$16.80, respectively. The weighted-average fair value of each purchase right under the ESPP granted for the twelve months ended December 31, 2007, 2006 and 2005, which is equal to the 10% discount from the fair market value of the common stock at the date of purchase, was \$1.64, \$1.91, and \$1.86, respectively.

16. FINANCIAL INSTRUMENTS WITH OFF-BALANCE-SHEET RISK

The Company is a party to financial instruments with off-balance-sheet risk in the normal course of business to meet the financing needs of its customers and to reduce its own exposure to fluctuations in interest rates. These financial instruments include commitments to extend credit, standby letters of credit and interest rate swaps. Those instruments involve, to varying degrees, elements of credit and interest rate risk in excess of the amount recognized in the consolidated balance sheets. The contract or notional amounts of those instruments reflect the extent of involvement the Company has in particular classes of financial instruments. At December 31, 2007, the Company had mortgage loan interest rate lock commitments related to loans held for sale with a notional amount of approximately \$6.9 million. Likewise, the Company had offsetting investor interest rate lock commitments of approximately \$6.9 million whereby the investor has agreed to purchase the mortgage at or near the time of funding. There was an additional \$21.4 million in investor rate lock commitments for loans held for sale at December 31, 2006.

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16. FINANCIAL INSTRUMENTS WITH OFF-BALANCE-SHEET RISK - Continued

The Company's exposure to credit loss in the event of non-performance by the other party to the financial instrument for commitments to extend credit and standby letters of credit is represented by the contractual notional amount of these instruments. The Company uses the same credit policies in making commitments and conditional obligations as it does for on-balance-sheet instruments. For interest rate swaps, the contract or notional amounts do not represent exposure to credit loss. The Company controls the credit risk of its interest rate swap agreements through credit approvals, limits and monitoring procedures.

Unless otherwise noted, the Company does not require collateral or other security to support financial instruments with credit risk. The contract or notional amounts as of December 31, 2007 and 2006, are as follows (in thousands):

	<u>2007</u>	<u>2006</u>
Financial instruments whose contract amounts represent credit risk:		
Commitments to extend credit	\$ 1,355,657	\$ 1,277,760
Commitments to fund mortgages held for sale	6,932	21,429
Letters of credit	139,799	118,030

Commitments to extend credit are agreements to lend to a customer as long as there is no violation of any condition established in the contract. Commitments generally have fixed expiration dates or other termination clauses and may require payment of a fee. Since many of the commitments are expected to expire without being drawn upon, the total commitment amounts do not necessarily represent future cash requirements. The Company evaluates each customer's creditworthiness on a case-by-case basis. The amount of collateral obtained, if deemed necessary by the Company upon extension of credit, is based on management's credit evaluation. Collateral held varies but may include personal or commercial real estate, accounts receivable, inventory and equipment.

Standby letters of credit are conditional commitments issued by the Company to guarantee the performance of a customer to a third party. Those guarantees are primarily issued to support public and private borrowing arrangements, including commercial paper, bond financing and similar transactions. The Company defines the fair value of these letters of credit as the fees paid by the customer or similar fees collected on similar instruments. The Company amortizes the fees collected over the life of the instrument. Management, based upon their periodic analysis, established a SFAS No. 5 reserve which was approximately \$301,000 at December 31, 2007 and 2006. The standby letters of credit expire as follows: \$111.6 million in 2008, \$17.9 million by 2011, and the remaining \$10.3 million after 2011.

The Company also obtains collateral, such as real estate or liens on their customer's assets depending on the customer, for these types of commitments. The Company would reduce any potential liability based upon estimated proceeds obtained in liquidation of the collateral held. Fair values of unrecognized financial instruments including commitments to extend credit and the fair value of letters of credit are considered immaterial. The credit risk involved in issuing letters of credit is essentially the same as that involved in extending loan facilities to customers. The extent of collateral held for those commitments at December 31, 2007, varies up to 100%; the average amount collateralized is 80.4%.

Beginning in 2006, The Company entered into interest rate swaps ("swaps") to facilitate customer transactions and meet their financing needs. These swaps qualify as derivatives, but are not designated as hedging instruments.

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16. FINANCIAL INSTRUMENTS WITH OFF-BALANCE-SHEET RISK - Continued

Interest rate swap contracts involve the risk of dealing with counterparties and their ability to meet contractual terms. When the fair value of a derivative instrument contract is positive, this generally indicates that the counter party or customer owes the Company, and results in credit risk to the Company. When the fair value of a derivative instrument contract is negative, the Company owes the customer or counterparty and therefore, has no credit risk.

A summary of the Company's interest rate swaps is included in the following table (in thousands):

	December 31,			
	2007		2006	
	Notional Amount	Estimated Fair Value	Notional Amount	Estimated Fair Value
Interest rate swap agreements:				
Pay fixed / receive variable swaps	\$ 130,342	\$ (6,660)	\$ 10,387	\$ (231)
Pay variable / receive fixed swaps	130,342	6,660	10,387	231
Total	\$ 260,684	\$ -	\$ 20,774	\$ -

17. FAIR VALUE MEASUREMENTS AND FAIR VALUE OF FINANCIAL INSTRUMENTS

On February 15, 2007, the FASB issued Statement of Financial Accounting Standards No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities" (SFAS No. 159), which gives entities the option to measure eligible financial assets, financial liabilities and Company commitments at fair value (i.e., the fair value option), on an instrument-by-instrument basis, that are otherwise not permitted to be accounted for at fair value under other accounting standards. The election to use the fair value option is available when an entity first recognizes a financial asset or financial liability or upon entering into a Company commitment. Subsequent changes in fair value must be recorded in earnings. Additionally, SFAS No. 159 allows for a one-time election for existing positions upon adoption, with the transition adjustment recorded to beginning retained earnings.

The Company early adopted SFAS No. 159 as of January 1, 2007 and elected the fair value option for one specific financial instrument which is a fixed rate subordinated debenture relating to its retail offering to individual consumers and investors of trust preferred securities under the Company's Capital Trust II. The Company has no other similar subordinated debentures, as the subordinated debentures remaining are variable rate financial instruments supporting variable rate trust preferred securities issued to institutional investors on a pooled basis.

Specifically, the fair value option was applied to the Company's only fixed rate subordinated debt liabilities with a cost basis of \$65.2 million. This subordinated debt has a fixed rate of 7.85% and a maturity date of September 30, 2032 with a call provision after September 30, 2007. The Company believes that by electing the fair value option for this financial instrument, it will positively impact the Company's ability to manage interest rate risk. Specifically, the Company believes that it will provide more comparable accounting treatment for this long-term fixed rate debt with the Company's long-term fair valued assets for which the debt is a funding instrument, such as the long-term municipal bonds held in the Company's investment portfolio. In addition, it provides more consistent accounting treatment with the Company's remaining subordinated debt liabilities, which are all variable rate, totaling \$77.3 million.

This funding liability is a very long-term, fixed rate liability with a very long duration. Since its origination, changing asset structures have led to shorter maturity and duration assets that in today's environment no longer match up well with a very long duration liability. Fair valuing this liability will provide the restructuring flexibility to better match shorter duration assets with more comparable liabilities. The Company evaluates its funding sources on a periodic basis to maximize its interest rate risk management effectiveness. The Company considers the fair value option a mechanism to match its assets and liabilities and will consider it for similar liabilities in the future.

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17. FAIR VALUE MEASUREMENTS AND FAIR VALUE OF FINANCIAL INSTRUMENTS - Continued

The transition adjustment to beginning retained earnings was a charge of \$1.7 million related to the write-off of deferred financing costs of \$1.5 million and an initial fair value adjustment of \$278,000. Non-interest income includes a gain of \$2.8 million for the change in fair value of the subordinated debt for the year ended December 31, 2007.

Simultaneously with the adoption of SFAS No. 159, the Company early adopted SFAS No. 157, "Fair Value Measurements" ("SFAS No. 157"), effective January 1, 2007. SFAS No. 157 clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. Under SFAS No. 157, fair value measurements are not adjusted for transaction costs. SFAS No. 157 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under SFAS No. 157 are described below:

Basis of Fair Value Measurement:

Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2 - Quoted prices in markets that are not active, or inputs that are observable, either directly or indirectly, for substantially the full term of the asset or liability;

Level 3 - Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity).

A financial instrument's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement.

The types of instruments valued based on quoted market prices in active markets include most U.S. government and agency securities, many other sovereign government obligations, liquid mortgage products, active listed equities and most money market securities. Such instruments are generally classified within level 1 or level 2 of the fair value hierarchy. As required by SFAS No. 157, the Company does not adjust the quoted price for such instruments.

The types of instruments valued based on quoted prices in markets that are not active, broker or dealer quotations, or alternative pricing sources with reasonable levels of price transparency include most investment-grade and high-yield corporate bonds, less liquid mortgage products, less liquid listed equities, state, municipal and provincial obligations, and certain physical commodities. Such instruments are generally classified within level 2 of the fair value hierarchy.

Level 3 is for positions that are not traded in active markets or are subject to transfer restrictions, valuations are adjusted to reflect illiquidity and/or non-transferability, and such adjustments are generally based on available market evidence. In the absence of such evidence, management's best estimate is used. Management's best estimate consists of both internal and external support on certain Level 3 investments. Internal cash flow models using a present value formula along with indicative exit pricing obtained from broker/dealers were used to fair value support certain Level 3 investments. Subsequent to inception, management only changes level 3 inputs and assumptions when corroborated by evidence such as transactions in similar instruments, completed or pending third-party transactions in the underlying investment or comparable entities, subsequent rounds of financing, recapitalizations and other transactions across the capital structure, offerings in the equity or debt markets, and changes in financial ratios or cash flows.

17. FAIR VALUE MEASUREMENTS AND FAIR VALUE OF FINANCIAL INSTRUMENTS - Continued

Impaired loans are evaluated and valued at the time the loan is identified as impaired, at the lower of cost or market value. Market value is measured based on the value of the collateral securing these loans and is classified at a level 3 in the fair value hierarchy. Collateral may be real estate and/or business assets including equipment, inventory and/or accounts receivable. The value of real estate collateral is determined based on appraisals by qualified licensed appraisers hired by the Company. The value of business equipment is based on an appraisal by qualified licensed appraisers hired by the Company if significant, or the equipment's net book value on the business' financial statements. Inventory and accounts receivable collateral are valued based on independent field examiner review or aging reports. Field examiner reviews are conducted based on the loan exposure and reliance on this type of collateral. Appraised and reported values may be discounted based on management's historical knowledge, changes in market conditions from the time of valuation, and/or management's expertise and knowledge of the client and client's business. Impaired loans are reviewed and evaluated on at least a quarterly basis for additional impairment and adjusted accordingly, based on the same factors identified above.

Impaired loans totaled \$15.2 million at December 31, 2007, compared to \$8.6 million at December 31, 2006. The Company sold \$4.1 million in impaired assets in 2007, and added \$10.1 million during 2007.

The subordinated debt is measured based on an unadjusted quoted price in an active market on the final day of each month. This unadjusted quoted price qualifies for a Level 1 fair value measurement instrument represented in SFAS No. 157.

Interest rate swap agreements are measured by alternative pricing sources with reasonable levels of price transparency in markets that are not active. Based on the complex nature of interest rate swap agreements, the markets these instruments trade in are not as efficient and are less liquid than that of the more mature Level 1 markets. These markets do however have comparable, observable inputs in which an alternative pricing source values these assets in order to arrive at a fair market value. These characteristics classify interest rate swap agreements as Level 2 as represented in SFAS No. 157.

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17. FAIR VALUE MEASUREMENTS AND FAIR VALUE OF FINANCIAL INSTRUMENTS - Continued

The following table sets forth the Company's financial assets and liabilities that were accounted for at fair value and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement (in thousands):

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance as of December 31, 2007
Assets				
Loans and leases held for sale	\$ 3,823	\$ -	\$ -	\$ 3,823
Impaired loans			15,200	
Investment securities, available for sale	9,686	933,693	194,047	1,137,426
Investment securities, held to maturity	-	243,218	-	243,218
Interest rate swap agreements	-	(6,660)	-	(6,660)
Liabilities				
Subordinated debt	62,676	-	-	62,676
Interest rate swap agreements	\$ -	\$ 6,660	\$ -	\$ 6,660

The following table presents additional information about assets measured at fair value on a recurring basis and for which the Company has utilized Level 3 inputs to determine fair value (in thousands):

	Investment Securities Available for Sale
Assets	
Beginning Balance December 31, 2006	\$ 38,826
Total gains/(losses) – (realized/unrealized):	
Included in earnings	-
Included in other comprehensive income	(6,370)
Purchases, issuances, and settlements	161,591
Transfers in and/or out of Level 3	-
Ending balance December 31, 2007	\$ 194,047

Both observable and unobservable inputs may be used to determine the fair value of positions that the Company has classified within the Level 3 category. As a result, any unrealized gains and losses for assets within the Level 3 category may include changes in fair value attributable to both observable (e.g., changes in market interest rates) and unobservable (e.g., changes in unobservable long-dated volatilities) inputs.

In addition to financial instruments recorded at fair value in the Company's financial statements, SFAS No. 107, Disclosures about Fair Value of Financial Instruments, requires disclosure of the estimated fair value of all of an entity's assets and liabilities considered to be financial instruments. For the Company, as for most financial institutions, the majority of its assets and liabilities are considered to be financial instruments as defined in SFAS No. 107. However, many of such instruments lack an available trading market as characterized by a willing buyer and willing seller engaging in an exchange transaction. Also, it is the Company's general practice and intent to hold its financial instruments to maturity and to not engage in trading or sales activities. For fair value disclosure purposes, the Company substantially utilized the fair value measurement criteria as required under SFAS 157 and explained above. Fair values have been estimated using data that management considered the best available and estimation methodologies deemed suitable for the pertinent category of financial instrument. The estimation methodologies, resulting fair values and recorded carrying amounts at December 31, 2007 and 2006, were as follows (in thousands):

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17. FAIR VALUE MEASUREMENTS AND FAIR VALUE OF FINANCIAL INSTRUMENTS - Continued

	December 31,			
	2007		2006	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Cash and cash equivalents	\$111,520	\$111,520	\$111,203	\$111,203
Investment securities available for sale	1,137,426	1,137,426	1,010,897	1,010,897
Investment securities held to maturity	243,595	243,218	250,985	249,575

The fair value of cash and cash equivalents equals historical book value. The fair value of investment securities for 2007 is described and presented above under SFAS 157 guidelines. The methodology for arriving at fair values of investment securities for 2006 is not materially different from the methodology utilized in 2007.

For 2007, the fair value of the net loan portfolio has been estimated using a discounted cash flow methodology that would approximate an exit or sale price to the most likely market participants for these loans. For 2006, the fair value of the net loan portfolio has been estimated using present value cash flow, discounted at the treasury rate adjusted for non-interest operating costs and giving consideration to estimated prepayment risk and credit loss factors, with the fair value of loans with floating interest rates generally presumed to approximate the recorded carrying amounts (in thousands):

	December 31,			
	2007		2006	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Net loans (excluding loans held for sale)	\$3,816,533	\$3,833,633	\$3,555,116	\$3,666,140

The fair value of commitments to extend credit is estimated based on the amount of unamortized deferred loan commitment fees. The fair value of letters of credit is based on the amount of unearned fees plus the estimated cost to terminate the letters of credit.

Fair value of non-interest bearing demand deposits has been estimated to equal the carrying amount, which is assumed to be the amount at which they could be settled. Fair value of interest bearing deposits is based on the average remaining term of the instruments with the assumption that the exit value of the instruments would be funded with like instruments by principal market participants. Fair value of short term funding liabilities has been estimated to equal the carrying amount. Fair value of long-term borrowings is determined based on current market rates for similar borrowings with similar credit ratings, as well as a further calculation for valuing the optionality of the conversion feature in certain of the instruments. Fair value of subordinated debt that floats with Libor is estimated to equal the carrying amount, while the lone fixed rate subordinated debt instrument has been valued and recorded at fair value as discussed under the SFAS 159 discussion above (in thousands).

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17. FAIR VALUE MEASUREMENTS AND FAIR VALUE OF FINANCIAL INSTRUMENTS - Continued

	December 31,			
	2007		2006	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Deposits with stated maturities	\$3,946,163	\$ 3,894,863	\$1,485,429	\$1,486,317
Repurchase agreements, federal funds purchased and short-term borrowings	497,023	497,023	417,746	417,746
Long-term borrowings	617,183	638,074	460,776	528,663
Subordinated debt	139,997	139,997	142,527	168,707

The fair value of interest rate swaps is based upon the estimated amount the Company would receive or pay to terminate the contracts or agreements, taking into account current interest rates and, when appropriate, the current creditworthiness of the counterparties. The fair value of the Company's interest rate swaps aggregated to \$0 at December 31, 2007 and 2006. There were no interest rate swaps as of December 31, 2005.

18. REGULATORY MATTERS

National Penn Bank is required to maintain average reserve balances with the Federal Reserve Bank. The average amount of these balances for the year ended December 31, 2007, was approximately \$6.6 million.

Dividends are paid by the Company from its assets, which are mainly provided by dividends paid by National Penn Bank. However, certain restrictions exist regarding the ability of National Penn Bank to transfer funds to the Company in the form of cash dividends, loans or advances. Under the restrictions in 2007, National Penn Bank, without prior approval of bank regulators, can declare dividends to the Company totaling \$56.20 million plus additional amounts equal to the net earnings of National Penn Bank for the period January 1, 2008, through the date of declaration less dividends previously paid in 2008.

The Company and National Penn Bank are subject to various regulatory capital requirements administered by the federal banking agencies. Failure to meet minimum capital requirements can initiate certain mandatory- and possible additional discretionary- actions by regulators that, if undertaken, could have a direct material effect on the Company's consolidated financial statements. Under capital adequacy guidelines and the regulatory framework for prompt corrective action, National Penn Bank must meet specific capital guidelines that involve quantitative measures of National Penn Bank's assets, liabilities and certain off-balance-sheet items as calculated under regulatory accounting practices. National Penn Bank's capital amounts and classification are also subject to qualitative judgments by the regulators about components, risk weightings and other factors.

Quantitative measures established by regulations to ensure capital adequacy require National Penn Bank and the Company to maintain minimum amounts and ratios (set forth in the following table) of total and Tier I capital (as defined in the regulations) to risk-weighted assets, and of Tier I capital to average assets. Management believes, as of December 31, 2007, that National Penn Bank and the Company meet all capital adequacy requirements to which they are subject.

As of December 31, 2007, National Penn Bank met all regulatory requirements for classification as well capitalized under the regulatory framework for prompt corrective action. To be categorized as well capitalized, NPB must maintain minimum total risk-based, core risk-based and core leverage ratios as set forth in the table. There are no conditions or events that management believes have changed the institution's category.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2007 and 2006

18. REGULATORY MATTERS – Continued

A summary of National Penn Bancshares, Inc. and National Penn Bank's regulatory capital as of December 31, 2007 and 2006 is as follows (dollars in thousands):

	Actual		For capital adequacy purposes		To be well capitalized under action provisions	
	Amount	Ratio	Amount	Ratio	Amount	Ratio
As of December 31, 2007						
Total capital (to risk-weighted assets)						
National Penn Bancshares, Inc.	\$ 482,692	10.81%	\$ 357,272	8.00%	N/A	N/A
National Penn Bank	454,063	10.22%	355,290	8.00%	\$ 444,113	10.00%
Tier I capital (to risk-weighted assets)						
National Penn Bancshares, Inc.	426,236	9.54%	178,636	4.00%	N/A	N/A
National Penn Bank	399,166	8.99%	177,645	4.00%	266,468	6.00%
Tier I capital (to average assets)						
National Penn Bancshares, Inc.	426,236	7.76%	219,628	4.00%	N/A	N/A
National Penn Bank	399,166	7.29%	219,071	4.00%	273,839	5.00%
As of December 31, 2006						
Total capital (to risk-weighted assets)						
National Penn Bancshares, Inc.	\$ 449,586	11.11%	\$ 323,878	8.00%	N/A	N/A
National Penn Bank	415,347	10.35%	321,039	8.00%	\$ 401,299	10.00%
Tier I capital (to risk-weighted assets)						
National Penn Bancshares, Inc.	395,479	9.77%	161,939	4.00%	N/A	N/A
National Penn Bank	365,084	9.10%	160,520	4.00%	240,779	6.00%
Tier I capital (to average assets)						
National Penn Bancshares, Inc.	395,479	7.79%	202,965	4.00%	N/A	N/A
National Penn Bank	365,084	7.23%	201,903	4.00%	252,378	5.00%

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2007 and 2006

19. CONDENSED FINANCIAL INFORMATION - PARENT COMPANY ONLY

The following is a summary of selected financial information of National Penn Bancshares, Inc., parent company only (in thousands):

CONDENSED BALANCE SHEETS	December 31,		
	2007	2006	
Assets			
Cash	\$ 4,224	\$ 21	
Investment in Bank subsidiaries, at equity	671,464	645,123	
Investment in other subsidiaries, at equity	43,916	49,274	
Other assets	140	1,806	
	<u>\$ 719,744</u>	<u>\$ 696,224</u>	
Liabilities and shareholders' equity			
Subordinated debt and other borrowings	\$ 152,247	\$ 157,578	
Other liabilities	3,550	(4,223)	
Shareholders' equity	563,947	542,869	
	<u>\$ 719,744</u>	<u>\$ 696,224</u>	
CONDENSED STATEMENTS OF INCOME			
	Year ended December 31,		
	2007	2006	2005
Income			
Equity in undistributed net earnings of subsidiaries	\$ 27,089	\$ 32,425	\$ 31,817
Dividends from subsidiary	44,250	39,350	32,500
Interest and other income	3,061	246	228
	<u>74,400</u>	<u>72,021</u>	<u>64,545</u>
Expense			
Interest on subordinated debentures	11,168	10,950	8,936
Interest on long-term borrowings	1	-	-
Other operating expenses	1,285	1,090	271
	<u>12,454</u>	<u>12,040</u>	<u>9,207</u>
Income before income tax benefit	61,946	59,981	55,338
Income tax benefit	3,287	4,128	3,142
Net income	<u>\$ 65,233</u>	<u>\$ 64,109</u>	<u>\$ 58,480</u>

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2007 and 2006

19. CONDENSED FINANCIAL INFORMATION - PARENT COMPANY ONLY - Continued

CONDENSED STATEMENTS OF CASH FLOWS

	Year ended December 31,		
	2007	2006	2005
Cash flows from operating activities			
Net income	\$ 65,233	\$ 64,109	\$ 58,480
Equity in undistributed net earnings of subsidiaries	(27,089)	(32,425)	(31,817)
(Increase) decrease in other assets	5,889	148	270
(Decrease) increase in other liabilities	750	(8,190)	(4,056)
Net cash provided by operating activities	<u>44,783</u>	<u>23,642</u>	<u>22,877</u>
Cash flows from investing activities			
Payments for investments and advances to subsidiaries	(36)	(23,063)	2,327
Sale or repayment of investments in subsidiaries	-	1,884	-
Net cash (used in) provided by investing activities	<u>(36)</u>	<u>(21,179)</u>	<u>2,327</u>
Cash flows from financing activities			
Proceeds from advances from subsidiaries	252	30,515	-
Repayment of advances from subsidiaries	(2,783)	-	-
Proceeds from issuance of stock	11,935	11,610	10,104
Purchase of treasury stock	(15,682)	(13,539)	(8,397)
Cash dividends	(32,534)	(31,039)	(27,973)
Other	(1,732)	-	-
Net cash (used in) provided by financing activities	<u>(40,544)</u>	<u>(2,453)</u>	<u>(26,266)</u>
Net (decrease) increase in cash and cash equivalents	4,203	10	(1,062)
Cash and cash equivalents at beginning of year	<u>21</u>	<u>11</u>	<u>1,073</u>
Cash and cash equivalents at end of year	<u>\$ 4,224</u>	<u>\$ 21</u>	<u>\$ 11</u>

20. SEGMENT INFORMATION

SFAS No. 131, *Segment Reporting*, establishes standards for public business enterprises to report information about operating segments in their annual financial statements and requires that those enterprises report selected information about operating segments in subsequent interim financial reports issued to shareholders. It also established standards for related disclosure about products and services, geographic areas, and major customers. Operating segments are components of an enterprise, which are evaluated regularly by the chief operating decision-maker in deciding how to allocate and assess resources and performance. The Company's chief operating decision-maker is the Chief Executive Officer. The Company has applied the aggregation criteria set forth in SFAS No. 131 for its National Penn operating segments to create one reportable segment, "Community Banking."

The Company's community banking segment consists of commercial and retail banking. The community banking business segment is managed as a single strategic unit, which generates revenue from a variety of products and services provided by NPB. For example, commercial lending is dependent upon the ability of NPB to fund itself with retail deposits and other borrowings and to manage interest rate and credit risk. This situation is also similar for consumer and residential mortgage lending.

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2007 and 2006

20. SEGMENT INFORMATION

The Company has also identified several other operating segments. These non-reportable segments include National Penn Investors Trust Company, National Penn Life Insurance Company, National Penn Leasing, National Penn Capital Advisors, Inc., National Penn Insurance Agency, Inc., and the Parent and are included in the "Other" category. These operating segments within the Company's operations do not have similar characteristics to the community banking operations and do not individually or in the aggregate meet the quantitative thresholds requiring separate disclosure. The operating segments in the "Other" category earn revenues primarily through the generation of fee income and are also aggregated based on their similar economic characteristics, products and services, type or class of customer, methods used to distribute products and services and/or nature of their regulatory environment. The identified segments reflect the manner in which financial information is currently evaluated by management.

The accounting policies used in this disclosure of operating segments are the same as those described in the summary of significant accounting policies. The consolidating adjustments reflect certain eliminations of inter-segment revenues, cash and investment in subsidiaries.

Reportable segment-specific information and reconciliation to consolidated financial information is as follows (in thousands):

	<u>Community Banking</u>	<u>Other</u>	<u>Consolidated</u>
December 31, 2007			
Total assets	\$ 5,071,578	\$ 752,843	\$ 5,824,421
Total deposits	3,946,163	-	3,946,163
Net interest income (loss)	162,682	(6,662)	156,020
Total non-interest income	45,330	27,868	73,198
Total non-interest expense	112,355	26,418	138,773
Net income (loss)	69,089	(3,856)	65,233
December 31, 2006			
Total assets	\$ 4,722,606	\$ 729,682	\$ 5,452,288
Total deposits	3,825,633	-	3,825,633
Net interest income (loss)	160,119	(6,760)	153,359
Total non-interest income	45,033	21,834	66,867
Total non-interest expense	111,372	21,959	133,331
Net income (loss)	68,714	(4,605)	64,109
December 31, 2005			
Total assets	\$ 4,024,163	\$ 579,226	\$ 4,603,389
Total deposits	3,309,046	-	3,309,046
Net interest income (loss)	153,847	(5,198)	148,649
Total non-interest income	40,782	16,234	57,016
Total non-interest expense	107,624	17,440	125,064
Net income (loss)	62,790	(4,310)	58,480

NATIONAL PENN BANCSHARES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2007 and 2006

21. QUARTERLY CONSOLIDATED FINANCIAL DATA (UNAUDITED)

The following represents summarized quarterly financial data of the Company, which, in the opinion of management, reflects all adjustments (comprising only normal recurring accruals) necessary for a fair presentation. Net income per share of common stock has been restated to retroactively reflect certain stock dividends. (dollars in thousands, except per share data):

<u>2007</u>	Three months ended			
	<u>Dec. 31</u>	<u>Sept. 30</u>	<u>June 30</u>	<u>March 31</u>
Interest income	\$ 86,502	\$ 85,727	\$ 82,851	\$ 80,393
Net interest income	40,511	39,096	38,487	37,926
Provision for loan losses	3,800	1,420	1,537	1,075
Net gains on sale of investment securities	331	600	564	569
Income before income taxes	20,323	21,825	20,686	19,779
Net income	16,709	16,807	16,234	15,483
Earnings per share of common stock – basic	0.34	0.34	0.33	0.31
Earnings per share of common stock - diluted	0.34	0.34	0.32	0.31

<u>2006</u>	Three months ended			
	<u>Dec. 31</u>	<u>Sept. 30</u>	<u>June 30</u>	<u>March 31</u>
Interest income	\$ 79,376	\$ 78,108	\$ 75,345	\$ 69,356
Net interest income	37,365	38,465	39,048	38,481
Provision for loan losses	840	561	460	680
Net gains on sale of investment securities	-	49	444	377
Income before income taxes	21,082	21,866	21,662	19,743
Net income	16,371	16,623	16,084	15,030
Earnings per share of common stock – basic	0.33	0.34	0.32	0.31
Earnings per share of common stock - diluted	0.33	0.33	0.32	0.31

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Shareholders
National Penn Bancshares, Inc.

We have audited the accompanying consolidated balance sheets of National Penn Bancshares, Inc. (a Pennsylvania corporation) and subsidiaries as of December 31, 2007 and 2006, and the related consolidated statements of income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2007. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of National Penn Bancshares, Inc. and subsidiaries as of December 31, 2007 and 2006, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2007 in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 1 to the financial statements, the Company has adopted Financial Accounting Standards Board Statement (FASB) No. 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans - An Amendment of FASB Statements No. 87, 88, 106 and 132(R)*, in 2006. As also discussed in Note 1 to the financial statements, the Company has adopted FASB No. 157, *Fair Value Measurements*, and No. 159, *Fair Value Option for Financial Assets and Financial Liabilities-Including an Amendment of FASB Statement No. 115*, on January 1, 2007.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), National Penn Bancshares, Inc.'s internal control over financial reporting as of December 31, 2007, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and our report dated February 29, 2008 expressed an unqualified opinion.

/s/ GRANT THORNTON LLP
Philadelphia, Pennsylvania
February 29, 2008

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934. National Penn's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States.

National Penn's internal control over financial reporting includes those policies and procedures that:

- Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of National Penn;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of National Penn's management and directors; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of National Penn's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management, under the supervision and with the participation of National Penn's Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of National Penn's internal control over financial reporting as of December 31, 2007. In making its assessment of internal control over financial reporting, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework.

Based on this assessment, management believes that, as of December 31, 2007, National Penn's internal control over financial reporting is effective based on these criteria.

National Penn's independent registered public accounting firm has issued a report on the effectiveness of National Penn's internal control over financial reporting. That report appears in this Annual Report on Form 10-K immediately following this report.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Shareholders
National Penn Bancshares, Inc.

We have audited National Penn Bancshares, Inc.'s (a Pennsylvania corporation) internal control over financial reporting as of December 31, 2007, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). National Penn Bancshares, Inc.'s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management Report on Internal Control over Financial Reporting*. Our responsibility is to express an opinion on National Penn Bancshares, Inc.'s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, National Penn Bancshares, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2007, based on criteria established in *Internal Control—Integrated Framework* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of National Penn Bancshares, Inc. and subsidiaries as of December 31, 2007 and 2006, and the related consolidated statements of income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2007 and our report dated February 29, 2008 expressed an unqualified opinion.

/s/ GRANT THORNTON LLP
Philadelphia, Pennsylvania
February 29, 2008

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

Item 9A. CONTROLS AND PROCEDURES.

National Penn's management is responsible for establishing and maintaining effective disclosure controls and procedures. Disclosure controls and procedures are defined in Securities and Exchange Commission Rule 13a-15(e) as controls and other procedures of an issuer that are designed to ensure that information required to be disclosed by the issuer in the reports that it files or submits under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods required by the SEC's rules and forms. Disclosure controls and procedure include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Act is accumulated and communicated to the issuer's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. For National Penn, these reports are its annual reports on Form 10-K, its quarterly reports on Form 10-Q, and its current reports on Form 8-K. As of December 31, 2007, National Penn's management, under the supervision and with the participation of National Penn's Chief Executive Officer and Chief Financial Officer, evaluated National Penn's disclosure controls and procedures. Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that such disclosure controls and procedures are effective in providing reasonable assurance that all material information required to be disclosed by National Penn in its reports filed under the Securities Exchange Act of 1934 is reported as required.

National Penn's management is responsible for establishing and maintaining adequate internal control over financial reporting. Management's report on internal control over financial reporting as of December 31, 2007, and the related attestation report of the independent registered public accounting firm, Grant Thornton LLP, are included in this Report in Item 8 after the Notes to Consolidated Financial Statements on pages 96 and 98, and are incorporated by reference into this Item 9A.

There were no changes in National Penn's internal control over financial reporting during the quarter ended December 31, 2007 that materially affected, or are reasonably likely to materially affect, National Penn's internal control over financial reporting.

There are inherent limitations to the effectiveness of any controls system. A controls system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that its objectives are met. Further, the design of a control system must reflect the fact that there are limits on resources, and the benefits of controls must be considered relative to their costs and their impact on the business model. National Penn intends to continue to improve and refine its internal control over financial reporting. This process is ongoing.

Item 9B. OTHER INFORMATION.

None.

PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.

Information relating to executive officers of National Penn is included under Item 4A in Part I of this Report. National Penn maintains in effect a written Code of Conduct that applies to National Penn's directors, executive officers, employees and others acting on behalf of National Penn, including our principal executive officer, principal financial officer, principal accounting officer, controller, and any other person performing similar functions. A copy of the Code of Conduct is included in this Report as Exhibit 14.1. Other information required by this item is incorporated by reference to the sections captioned "Election of Directors," "Section 16(a) Beneficial Ownership Reporting Compliance," and "Corporate Governance" of National Penn's definitive Proxy Statement (the "Proxy Statement") to be used in connection with National Penn's 2008 Annual Meeting of Shareholders, which will be filed with the Securities and Exchange Commission on or before April 30, 2008.

Item 11. EXECUTIVE COMPENSATION.

Information required by this item is incorporated by reference to the sections captioned “Compensation Committee Report,” “Compensation Discussion and Analysis,” “Executive Compensation,” “Potential Payments Upon Termination of Employment or a Change in Control,” and “Director Compensation” of the Proxy Statement.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

EQUITY COMPENSATION PLAN TABLE

Plan Category ⁽¹⁾	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders	4,178,974 ⁽²⁾	\$ 16.67 ⁽³⁾	5,097,858 ⁽⁴⁾⁽⁵⁾
Equity compensation plans not approved by security holders	None	N/A	N/A
Total	4,178,974 ⁽²⁾	\$ 16.67 ⁽³⁾	5,097,858 ⁽⁴⁾⁽⁵⁾

- (1) The table does not include information on stock options issued by National Penn in substitution for stock options of acquired companies. At December 31, 2007, 462,820 common shares are issuable upon exercise of substitute stock options issued in connection with acquisitions. Of this total: 19,203 shares are issuable upon exercise of substitute stock options issued in connection with the acquisition of Elverson National Bank; 2,410 shares are issuable upon exercise of substitute stock options issued in connection with the acquisition of Community Independent Bank, Inc.; 181,426 shares are issuable upon exercise of substitute stock options issued in connection with the acquisition of FirstService Bank; 212,387 shares are issuable upon exercise of substitute stock options issued in connection with the acquisition of HomeTowne Heritage Bank; 11,426 shares are issuable upon exercise of substitute stock options issued in connection with the acquisition of Peoples First, Inc.; and 35,968 shares are issuable upon exercise of substitute stock options issued in connection with the acquisition of Nittany Financial Corp. The weighted average exercise price of all substitute stock options issued in acquisitions and outstanding at December 31, 2007 was \$7.95 per share. Additional substitute stock options were issued in January 2008 in connection with the acquisition of Christiana Bank & Trust Company (covering 871,945 shares) and in February 2008 in connection with the merger with KNBT Bancorp, Inc. (covering 2,156,482 shares). National Penn cannot grant additional stock options under any of these substitute stock option plans.
- (2) Includes 88,919 phantom common stock units credited to various non-employee directors' accounts under the Directors' Fee Plan and 17,025 restricted stock units credited to various non-employee directors' accounts under the Long-Term Incentive Compensation Plan.
- (3) Phantom common stock units and restricted stock units (see Footnote #2) are not taken into account in calculating the weighted-average exercise price.
- (4) Includes 613,475 shares available for future issuance under National Penn's Employee Stock Purchase Plan. Subject to limitations on participation by individual employees set forth in the Plan, all shares available for issuance can be issued in the current purchase period (the quarter ending March 31, 2008).
- (5) Includes 691,704 shares available for future issuance under National Penn's Directors' Fee Plan. Under the Directors' Fee Plan, shares or phantom common stock units may be issued or credited at fair market value in lieu of cash for directors' fees.

Other information required by this item is incorporated by reference to the sections captioned “Stock Ownership” of the Proxy Statement.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

Information required by this item is incorporated by reference to the sections captioned “Corporate Governance” and “Related Party Transaction and Policies” of the Proxy Statement.

Item 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.

Information required by this item is incorporated by reference to the section captioned “Audit Committee Report” of the Proxy Statement.

PART IV

Item 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES.

(a) 1. Financial Statements.

The following consolidated financial statements are included in Part II, Item 8, of this Report:

National Penn Bancshares, Inc. and Subsidiaries.
Consolidated Balance Sheets.
Consolidated Statements of Income.
Consolidated Statement of Changes in Shareholders' Equity.
Consolidated Statements of Cash Flows.
Notes to Consolidated Financial Statements.

2. Financial Statement Schedules.

Financial statement schedules are omitted because the required information is either not applicable, not required, or is shown in the financial statements or in their notes.

(b) Exhibits.

- 2.1 Agreement of Reorganization and Merger, dated June 25, 2007, between National Penn Bancshares, Inc. and Christiana Bank & Trust Company. (Schedules are omitted pursuant to Regulation S-K, Item 601(d)(2); National Penn agrees to furnish a copy of such schedules to the Securities and Exchange Commission upon request.) (Incorporated by reference to Exhibit 2.1 to National Penn's Report on Form 8-K dated June 25, 2007, as filed on June 25, 2007.)
- 2.2 Form of Letter Agreement between Christiana Bank & Trust Company directors and certain executive officers and National Penn Bancshares, Inc. (Incorporated by reference to Exhibit 2.1 to National Penn's Report on Form 8-K dated June 25, 2007, as filed on June 25, 2007.)
- 2.3 Agreement and Plan of Merger, dated September 6, 2007, between National Penn Bancshares, Inc. and KNBT Bancorp, Inc. (Schedules are omitted pursuant to Regulation S-K, Item 601(d)(2); National Penn agrees to furnish a copy of such schedules to the Securities and Exchange Commission upon request.) (Incorporated by reference to Exhibit 2.1 to National Penn's Report on Form 8-K dated September 6, 2007, as filed on September 7, 2007.)
- 2.4 Form of Letter Agreement between KNBT Bancorp, Inc. directors and certain executive officers and National Penn Bancshares, Inc. (Incorporated by reference to Exhibit 2.2 to National Penn's Report of Form 8-K dated September 6, 2007, as filed on September 7, 2007.)

- 2.5 Form of Letter Agreement between National Penn Bancshares, Inc. directors and certain executive officers and KNBT Bancorp, Inc. (Incorporated by reference to Exhibit 2.3 to National Penn's Report of Form 8-K dated September 6, 2007, as filed on September 7, 2007).
- 3.1 Articles of Incorporation, as amended, of National Penn Bancshares, Inc. (Incorporated by reference to Exhibit 3.1 to National Penn's Quarterly Report on Form 10-Q for the quarter ended June 30, 2004, as filed on August 5, 2004.)
- 3.2 Articles of Amendment of National Penn Bancshares, Inc. dated April 25, 2007 (Incorporated by reference to Exhibit 3.1 to National Penn's Report on Form 8-K dated April 25, 2007, as filed on April 25, 2007).
- 3.3 Bylaws, as amended of National Penn Bancshares, Inc. (Incorporated by reference to Exhibit 3.1 to National Penn's Report on Form 8-K dated October 24, 2007, as filed on October 29, 2007).

3.4 Bylaws, as amended of National Penn Bank.

- 4.1 Form of Trust Agreement between National Penn Bancshares, Inc. and Christiana Bank & Trust Company, as Trustee. (Incorporated by reference to Exhibit 4.1 to National Penn's Registration Statement Nos. 333-97361 and 333-97361-01 on Form S-3, as filed on July 30, 2002.)
- 4.2 Form of Amended and Restated Trust Agreement among National Penn Bancshares, Inc., Christiana Bank & Trust Company, as Property Trustee, and Christiana Bank & Trust Company, as Delaware Trustee. (Incorporated by reference to Exhibit 4.2 to National Penn's Registration Statement Nos. 333-97361 and 333-97361-01 on Form S-3, as filed on August 6, 2002.)
- 4.3 Form of Subordinated Debenture Indenture between National Penn Bancshares, Inc. and Christiana Bank & Trust Company, as Trustee. (Incorporated by reference to Exhibit 4.4 to National Penn's Registration Statement Nos. 333-97361 and 333-97361-01 on Form S-3, as filed on August 6, 2002.)
- 4.4 Form of Preferred Securities Guarantee Agreement between National Penn Bancshares, Inc. and Christiana Bank & Trust Company, as Trustee. (Incorporated by reference to Exhibit 4.6 to National Penn's Registration Statement Nos. 333-97361 and 333-97361-01 on Form S-3, as filed on August 6, 2002.)
- 4.5 Term Loan Agreement dated July 11, 2000, between National Penn Bancshares, Inc. and the Northern Trust Company. (Omitted pursuant to Regulation S-K, Item 601(b)(4)(iii); National Penn agrees to furnish a copy of such agreement to the Securities and Exchange Commission upon request.)
- 4.6 Form of Declaration of Trust between National Penn Bancshares, Inc., as sponsor, and Chase Manhattan Bank USA, National Association. (Incorporated by reference to Exhibit 4.1 to National Penn's Report on Form 8-K dated February 20, 2004, as filed on February 24, 2004.)
- 4.7 Form of Amended and Restated Trust Agreement among National Penn Bancshares, Inc., as sponsor, Chase Manhattan Bank USA, National Association, as Delaware Trustee, JPMorgan Chase Bank, as Institutional Trustee, and Gary L. Rhoads and Sandra L. Spayd, as Administrators. (Incorporated by reference to Exhibit 4.2 to National Penn's Report on Form 8-K dated February 20, 2004, as filed on February 24, 2004.)
- 4.8 Form of Indenture between National Penn Bancshares, Inc. and JPMorgan Chase Bank, as Trustee. (Incorporated by reference to Exhibit 4.3 to National Penn's Report on Form 8-K dated February 20, 2004, as filed on February 24, 2004.)
- 4.9 Form of Guarantee Agreement between National Penn Bancshares, Inc., as Guarantor, and JPMorgan Chase Bank, as Guarantee Trustee. (Incorporated by reference to Exhibit 4.4 to National Penn's Report on Form 8-K dated February 20, 2004, as filed on February 24, 2004.)

- 4.10 Form of Declaration of Trust between National Penn Bancshares, Inc., as sponsor, and Wilmington Trust Company. (Incorporated by reference to Exhibit 4.1 to National Penn's Report on Form 8-K dated March 25, 2004, as filed on March 31, 2004.)
- 4.11 Form of Amended and Restated Trust Agreement among National Penn Bancshares, Inc., as sponsor, Wilmington Trust Company, as Delaware Trustee, Wilmington Trust Company, as Institutional Trustee, and Gary L. Rhoads and Sandra L. Spayd, as Administrators. (Incorporated by reference to Exhibit 4.2 to National Penn's Report on Form 8-K dated March 25, 2004, as filed on March 31, 2004.)
- 4.12 Form of Indenture between National Penn Bancshares, Inc. and Wilmington Trust Company, as Trustee. (Incorporated by reference to Exhibit 4.3 to National Penn's Report on Form 8-K dated March 25, 2004, as filed on March 31, 2004.)
- 4.13 Form of Guarantee Agreement between National Penn Bancshares, Inc., as Guarantor, and Wilmington Trust Company, as Guarantee Trustee. (Incorporated by reference to Exhibit 4.4 to National Penn's Report on Form 8-K dated March 25, 2004, as filed on March 31, 2004.)
- 4.14 Form of Declaration of Trust between National Penn Bancshares, Inc., as sponsor, and Wells Fargo Delaware Trust Company. (Incorporated by reference to Exhibit 4.1 to National Penn's Report on Form 8-K dated April 7, 2004, as filed on April 13, 2004.)
- 4.15 Form of Amended and Restated Declaration of Trust among National Penn Bancshares, Inc., as sponsor, Wells Fargo Delaware Trust Company, as Delaware Trustee, Wells Fargo Bank, National Association, as Institutional Trustee, and Gary L. Rhoads and Sandra L. Spayd, as Administrators. (Incorporated by reference to Exhibit 4.2 to National Penn's Report on Form 8-K dated April 7, 2004, as filed on April 13, 2004.)
- 4.16 Form of Indenture between National Penn Bancshares, Inc. and Wells Fargo Bank, as Institutional Trustee. (Incorporated by reference to Exhibit 4.3 to National Penn's Report on Form 8-K dated April 7, 2004, as filed on April 13, 2004.)
- 4.17 Form of Guarantee Agreement between National Penn Bancshares, Inc., as Guarantor, and Wells Fargo Bank, National Association, as Guarantee Trustee. (Incorporated by reference to Exhibit 4.4 to National Penn's Report on Form 8-K dated April 7, 2004, as filed on April 13, 2004.)
- 4.18 Form of Declaration of Trust between National Penn Bancshares, Inc., as sponsor, and Christiana Bank & Trust Company. (Incorporated by reference to Exhibit 4.1 to National Penn's Report on Form 8-K dated January 25, 2006, as filed on January 25, 2006.)
- 4.19 Form of Amended and Restated Declaration of Trust among National Penn Bancshares, Inc., as sponsor, Christiana Bank & Trust Company, as Delaware Trustee, LaSalle Bank National Association, as Institutional Trustee, and Gary L. Rhoads and Sandra L. Spayd, as Administrators. (Incorporated by reference to Exhibit 4.2 to National Penn's Report on Form 8-K dated January 25, 2006, as filed on January 25, 2006.)
- 4.20 Form of Indenture between National Penn Bancshares, Inc., and LaSalle Bank National Association, as Trustee. (Incorporated by reference to Exhibit 4.3 to National Penn's Report on Form 8-K dated January 25, 2006, as filed on January 25, 2006.)
- 4.21 Form of Guarantee Agreement between National Penn Bancshares, Inc., as Guarantor, and LaSalle Bank National Association, as Guarantee Trustee. (Incorporated by reference to Exhibit 4.4 to National Penn's Report on Form 8-K dated January 25, 2006, as filed on January 25, 2006.)
- 4.22 Form of Loan Agreement between National Penn Investment Company, as Lender, and National Penn Bancshares, Inc., as Borrower. (Incorporated by reference to Exhibit 4.5 to National Penn's Report on Form 8-K dated January 25, 2006, as filed on January 25, 2006.)

- 4.23 Form of Revolving Credit Note, executed by National Penn Bancshares, Inc. (Incorporated by reference to Exhibit 4.6 to National Penn's Report on Form 8-K dated January 25, 2006, as filed on January 25, 2006.)
- 4.24 Form of Loan Agreement between National Penn Investment Company, as Lender, and National Penn Bancshares, Inc., as Borrower. (Incorporated by reference to Exhibit 4.1 to National Penn's Report on Form 8-K dated January 8, 2007, as filed on January 10, 2007.)
- 4.25 Form of Revolving Credit Note, executed by National Penn Bancshares, Inc. (Incorporated by reference to Exhibit 4.2 to National Penn's Report on Form 8-K dated January 8, 2007, as filed on January 10, 2007.)
- 10.1 National Penn Bancshares, Inc. Amended and Restated Dividend Reinvestment and Stock Purchase Plan. (Incorporated by reference to Exhibit 10.2 to National Penn's Report on Form 8-K dated December 20, 2006, as filed on December 21, 2006.)
- 10.2 National Penn Bancshares, Inc. Pension Plan (Amended and Restated Effective January 1, 2001).* (Incorporated by reference to Exhibit 10.2 to National Penn's Annual Report on Form 10-K for the year ended December 31, 2001.)
- 10.3 Bernville Bank, N.A. Employees' Profit Sharing Plan - Plan Compliance and Merger Amendment.* (Incorporated by reference to Exhibit 10.1 to National Penn's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001.)
- 10.4 Amendment No. 1 to National Penn Bancshares, Inc. Pension Plan (Amended and Restated Effective January 1, 2001).* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated December 18, 2002, as filed on January 9, 2003.)
- 10.5 Amendment No. 2 to National Penn Bancshares, Inc. Pension Plan (Amended and Restated Effective January 1, 2001).* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated August 27, 2003, as filed on August 27, 2003.)
- 10.6 Amendment No. 3 to National Penn Bancshares, Inc. Pension Plan (Amended and Restated Effective January 1, 2001).* (Incorporated by reference to Exhibit 10.1 to National Penn's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004, as filed on November 5, 2004.)
- 10.7 Amendment No. 4 to National Penn Bancshares, Inc. Pension Plan (Amended and Restated Effective January 1, 2001).* (Incorporated by reference to Exhibit 10.2 to National Penn's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004, as filed on November 5, 2004.)
- 10.8 Amendment No. 5 to National Penn Bancshares, Inc. Pension Plan (Amended and Restated Effective January 1, 2001).* (Incorporated by reference to Exhibit 10.2 to National Penn's Report on Form 8-K, dated March 29, 2005, as filed on April 6, 2005.)
- 10.9 Amendment No. 6 to National Penn Bancshares, Inc. Pension Plan (Amended and Restated Effective January 1, 2001).* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K, dated January 27, 2006, as filed on January 27, 2006.)
- 10.10 Amendment No. 7 to National Penn Bancshares, Inc. Pension Plan (Amended and Restated Effective January 1, 2001).* (Incorporated by reference to Exhibit 10.2 to National Penn's Report on Form 8-K, dated May 8, 2006, as filed on May 12, 2006.)
- 10.11 National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997) (Revised 2001).* (Incorporated by reference to Exhibit 10.2 to National Penn's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001.)

- 10.12 Amendment No. 1 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997) (Revised 2001).* (Incorporated by reference to Exhibit 4.2 to National Penn's Registration Statement No. 333-75730 on Form S-8, as filed on December 21, 2001.)
- 10.13 Amendment No. 2 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997) (Revised 2001).* (Incorporated by reference to Exhibit 4.6 to National Penn's Post-Effective Amendment to Registration Statement No. 333-75730 on Form S-8, as filed on January 7, 2002.)
- 10.14 Amendment No. 3 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997) (Revised 2001).* (Incorporated by reference to Exhibit 10.2 to National Penn's Report on Form 8-K dated December 18, 2002, as filed on January 9, 2003.)
- 10.15 Amendment No. 4 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997).* (Incorporated by reference to Exhibit 10.1 to National Penn's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2003.)
- 10.16 Amendment No. 5 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997).* (Incorporated by reference to Exhibit 10.2 to National Penn's Report on Form 8-K dated August 27, 2003, as filed on August 27, 2003.)
- 10.17 Amendment No. 6 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997).* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated December 22, 2004, as filed on December 27, 2004.)
- 10.18 Amendment No. 7 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997).* (Incorporated by reference to Exhibit 10.2 to National Penn's Report on Form 8-K dated December 22, 2004, as filed on December 27, 2004.)
- 10.19 Amendment No. 8 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997).* (Incorporated by reference to Exhibit 10.3 to National Penn's Report on Form 8-K dated December 22, 2004, as filed on December 27, 2004.)
- 10.20 Amendment No. 9 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997).* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated March 29, 2005, as filed on April 6, 2005.)
- 10.21 Amendment No. 10 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997).* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated May 17, 2005, as filed on May 17, 2005.)
- 10.22 Amendment No. 11 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997).* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated January 27, 2006, as filed on January 27, 2006.)
- 10.23 Amendment No. 12 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997).* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated March 16, 2006, as filed on March 22, 2006.)
- 10.24 Amendment No. 13 to National Penn Bancshares, Inc. Capital Accumulation Plan (Amended and Restated Effective January 1, 1997).* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated May 8, 2006, as filed on May 12, 2006.)
- 10.25 National Penn Bancshares, Inc. Executive Incentive Plan.* (Amended and Restated Effective January 1, 2008) (Incorporated by reference to Exhibit 10.2 to National Penn's Report on Form 8-K dated January 23, 2008, as filed on January 29, 2008.)

- 10.26 National Penn Bancshares, Inc. Executive Incentive Plan/Performance Goals – Plan Year 2008.* (Incorporated by reference to Exhibit 10.1 to National Penn’s Report on Form 8-K dated January 23, 2008, as filed January 29, 2008.)
- 10.27 Summary Sheet – Non-Employee Directors - Performance-Restricted Restricted Stock or Restricted Stock Units – Performance Goals – 2008.* (Incorporated by reference to Exhibit 10.1 to National Penn’s Report on Form 8-K dated February 25, 2008, as filed February 29, 2008.)
- 10.28 National Penn Bancshares, Inc. Amended Officers’ and Key Employees’ Stock Compensation Plan.* (Incorporated by reference to Exhibit 10.1 to National Penn’s Report on Form 8-K dated September 26, 2001, as filed on September 27, 2001.)
- 10.29 National Penn Bancshares, Inc. Long-Term Incentive Compensation Plan*.* (Incorporated by reference to Exhibit 10.1 to National Penn’s Report on Form 8-K dated April 25, 2005, as filed on April 29, 2005).
- 10.30 National Penn Bancshares, Inc. Directors’ Fee Plan.* (Incorporated by reference to Exhibit 10.1 to National Penn’s Report on Form 8-K dated April 25, 2006, as filed on April 26, 2006.)
- 10.31 Amendment No. 1 to National Penn Bancshares, Inc. Directors’ Fee Plan.* (Incorporated by reference to Exhibit 10.1 to National Penn’s Report on Form 8-K dated June 27, 2007, as filed on July 2, 2007.)
- 10.32 National Penn Bancshares, Inc. Non-Employee Directors’ Stock Option Plan.* (Incorporated by reference to Exhibit 10.2 to National Penn’s Report on Form 8-K dated September 26, 2001, as filed on September 27, 2001.)
- 10.33 National Penn Bancshares, Inc. Employee Stock Purchase Plan.* (Incorporated by reference to Exhibit 10.1 to National Penn’s Report on Form 8-K dated April 24, 2007, as filed on April 25, 2007.)
- 10.34 National Penn Bancshares, Inc. Elverson Substitute Stock Option Plan.* (Incorporated by reference to Exhibit 4.1 to National Penn’s Registration Statement No. 333-71391 on Form S-8, as filed on January 29, 1999.)
- 10.35 National Penn Bancshares, Inc. Community Employee Substitute Stock Option Plan.* (Incorporated by reference to Exhibit 4.1 to National Penn’s Registration Statement No. 333-54520 on Form S-8, as filed on January 29, 2001.)
- 10.36 National Penn Bancshares, Inc. Community Non-Employee Director Substitute Stock Option Plan.* (Incorporated by reference to Exhibit 4.1 to National Penn’s Registration Statement No. 333-54556 on Form S-8, as filed on January 29, 2001.)
- 10.37 Form of Amended and Restated Director Deferred Fee Agreement between Bernville Bank, N.A. and certain former Bernville Bank, N.A. directors.* (Incorporated by reference to Exhibit 10.18 to National Penn’s Annual Report on Form 10-K for the year ended December 31, 2000.)
- 10.38 National Penn Bancshares, Inc. FirstService Substitute Incentive Stock Plan.* (Incorporated by reference to Exhibit 10.20 to National Penn’s Annual Report on Form 10-K for the year ended December 31, 2002.)
- 10.39 National Penn Bancshares, Inc. FirstService Non–Employee Directors Substitute Stock Option Plan.* (Incorporated by reference to Exhibit 10.21 to National Penn’s Annual Report on Form 10-K for the year ended December 31, 2002.)

- 10.40 National Penn Bancshares, Inc. HomeTowne Heritage Bank Substitute 2000 Employee Stock Option Plan.* (Incorporated by reference to Exhibit 10.1 to National Penn's Registration Statement No. 333-11376 on Form S-8, as filed on December 19, 2003.)
- 10.41 National Penn Bancshares, Inc. HomeTowne Heritage Bank Substitute 2000 Non-Employee Directors Stock Option Plan.* (Incorporated by reference to Exhibit 10.1 to National Penn's Registration Statement No. 333-11377 on Form S-8, as filed on December 19, 2003.)
- 10.42 National Penn Bancshares, Inc. HomeTowne Heritage Bank Substitute 1999 Option Plan.* (Incorporated by reference to Exhibit 10.1 to National Penn's Registration Statement No. 333-11375 on Form S-8, as filed on December 19, 2003.)
- 10.43 National Penn Bancshares, Inc. Peoples First, Inc. Substitute 2001 Stock Option Plan.* (Incorporated by reference to Exhibit 4.1 to National Penn's Registration Statement No. 333-116767 on Form S-8, as filed on June 23, 2004.)
- 10.44 National Penn Bancshares, Inc. Nittany Financial Corp. Substitute Stock Option Plan.* (Incorporated by reference to Exhibit 4.1 to National Penn's Registration Statement No. 333-131620 on Form S-8, as filed on February 7, 2006.)
- 10.45 National Penn Bancshares, Inc. Christiana Bank & Trust Company Consolidated Substitute Stock Option Plan.* (Incorporated by reference to Exhibit 99.1 to National Penn's Registration Statement No. 333-148598 on Form S-8, as filed on January 10, 2008.)
- [10.46 National Penn Bancshares, Inc. KNBT Bancorp, Inc. Consolidated Substitute Stock Option Plan.*](#)
- 10.47 Employment Agreement dated February 4, 2003, among National Penn Bancshares, Inc., National Penn Bank and Wayne R. Weidner.* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated February 4, 2003, as filed on February 4, 2003.)
- 10.48 Amending Agreement dated June 5, 2006, among National Penn Bancshares, Inc. National Penn Bank and Wayne R. Weidner.* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated June 5, 2006, as filed on June 6, 2006.)
- 10.49 Consulting Agreement dated as of August 27, 2007, among National Penn Bancshares, Inc., National Penn Bank, and Wayne R. Weidner.* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated August 22, 2007, as filed on August 28, 2007.)
- 10.50 Employment Agreement dated December 18, 2002, among National Penn Bancshares, Inc., National Penn Bank and Glenn E. Moyer.* (Incorporated by reference to Exhibit 10.4 to National Penn's Report on Form 8-K dated December 18, 2002, as filed on January 9, 2003.)
- 10.51 Amending Agreement dated May 25, 2005, among National Penn Bancshares, Inc., National Penn Bank and Glenn E. Moyer.* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated May 25, 2005, as filed on May 25, 2005.)
- 10.52 Amending Agreement dated June 5, 2006, among National Penn Bancshares, Inc. National Penn Bank and Glenn E. Moyer.* (Incorporated by reference to Exhibit 10.2 to National Penn's Report on Form 8-K dated June 5, 2006, as filed on June 6, 2006.)
- 10.53 Executive Agreement dated July 23, 1997, among National Penn Bancshares, Inc., National Penn Bank and Gary L. Rhoads.* (Incorporated by reference to Exhibit 10.1 to National Penn's Quarterly Report on Form 10-Q for the quarter ended September 30, 1997.)
- 10.54 Amending Agreement dated August 26, 1998, among National Penn Bancshares, Inc., National Penn Bank and Gary L. Rhoads.* (Incorporated by reference to Exhibit 10.4 to National Penn's Quarterly Report on Form 10-Q for the quarter ended September 30, 1998.)

- 10.55 Amending Agreement dated February 24, 1999, among National Penn Bancshares, Inc., National Penn Bank and Gary L. Rhoads.* (Incorporated by reference to Exhibit 10.26 to National Penn's Annual Report on Form 10-K for the year ended December 31, 2001.)
- 10.56 Amending Agreement dated June 5, 2006, among National Penn Bancshares, Inc., National Penn Bank and Gary L. Rhoads.* (Incorporated by reference to Exhibit 10.3 to National Penn's Report on Form 8-K dated June 5, 2006, as filed on June 6, 2006.)
- 10.57 Executive Agreement dated July 22, 2004, among National Penn Bancshares, Inc., National Penn Bank and Sandra L. Spayd.* (Incorporated by reference to Exhibit 10.45 to National Penn's Annual Report on Form 10-K for 2004).
- 10.58 Amending Agreement dated June 5, 2006, among National Penn Bancshares, Inc., National Penn Bank and Sandra L. Spayd.* (Incorporated by reference to Exhibit 10.7 to National Penn's Report on Form 8-K dated June 5, 2006, as filed on June 6, 2006).
- 10.59 Executive Agreement dated September 24, 1997, among National Penn Bancshares, Inc., National Penn Bank and Garry D. Koch.* (Incorporated by reference to Exhibit 10.3 to National Penn's Quarterly Report on Form 10-Q for the quarter ended September 30, 1997.)
- 10.60 Amending Agreement dated August 26, 1998, among National Penn Bancshares, Inc., National Penn Bank and Garry D. Koch.* (Incorporated by reference to Exhibit 10.3 to National Penn's Quarterly Report on Form 10-Q for the quarter ended September 30, 1998.)
- 10.61 Amending Agreement dated June 5, 2006, among National Penn Bancshares, Inc., National Penn Bank and Garry D. Koch.* (Incorporated by reference to Exhibit 10.5 to National Penn's Report on Form 8-K dated June 5, 2006, as filed on June 6, 2006).
- 10.62 Executive Agreement dated as of July 23, 1997, among National Penn Bancshares, Inc., National Penn Bank and Sharon L. Weaver.* (Incorporated by reference to Exhibit 10.29 to National Penn's Annual Report on Form 10-K for the year ended December 31, 1998.)
- 10.63 Amending Agreement dated September 24, 1997, among National Penn Bancshares, Inc., National Penn Bank and Sharon L. Weaver.* (Incorporated by reference to Exhibit 10.30 to National Penn's Annual Report on Form 10-K for the year ended December 31, 1998.)
- 10.64 Amending Agreement dated August 26, 1998, among National Penn Bancshares, Inc., National Penn Bank and Sharon L. Weaver.* (Incorporated by reference to Exhibit 10.6 to National Penn's Quarterly Report on Form 10-Q for the quarter ended September 30, 1998.)
- 10.65 Amending Agreement dated June 5, 2006, among National Penn Bancshares, Inc., National Penn Bank and Sharon L. Weaver.* (Incorporated by reference to Exhibit 10.8 to National Penn's Report on Form 8-K dated June 5, 2006, as filed on June 6, 2006).
- 10.66 Executive Agreement dated as of August 26, 1998, among National Penn Bancshares, Inc., National Penn Bank and Bruce G. Kilroy.* (Incorporated by reference to Exhibit 10.35 to National Penn's Annual Report on Form 10-K for the year ended December 31, 2001.)
- 10.67 Amending Agreement dated August 23, 2000, among National Penn Bancshares, Inc., National Penn Bank and Bruce G. Kilroy.* (Incorporated by reference to Exhibit 10.36 to National Penn's Annual Report on Form 10-K for the year ended December 31, 2001.)
- 10.68 Amending Agreement dated June 5, 2006, among National Penn Bancshares, Inc., National Penn Bank and Bruce G. Kilroy.* (Incorporated by reference to Exhibit 10.6 to National Penn's Report on Form 8-K dated June 5, 2006, as filed on June 6, 2006).

- 10.69 Executive Agreement dated June 22, 2001, among National Penn Bancshares, Inc., National Penn Bank and Paul W. McGloin.* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated April 24, 2002, as filed on April 29, 2002.)
- 10.70 Amendatory Agreement dated January 27, 2002, among National Penn Bancshares, Inc., National Penn Bank and Paul W. McGloin.* (Incorporated by reference to Exhibit 10.2 to National Penn's Report on Form 8-K dated April 24, 2002, as filed on April 29, 2002.)
- 10.71 Amendatory Agreement dated June 5, 2006, among National Penn Bancshares, Inc., National Penn Bank and Paul W. McGloin.* (Incorporated by reference to Exhibit 10.9 to National Penn's Report on Form 8-K dated June 5, 2006, as filed on June 6, 2006).
- 10.72 Executive Agreement dated July 2, 2004, among National Penn Bancshares, Inc., National Penn Bank and Michael R. Reinhard.* (Incorporated by reference to Exhibit 10.55 to National Penn's Annual Report on Form 10-K for 2004.)
- 10.73 Amendatory Agreement dated June 5, 2006, among National Penn Bancshares, Inc., National Penn Bank and Michael R. Reinhard.* (Incorporated by reference to Exhibit 10.4 to National Penn's Report on Form 8-K dated June 5, 2006, as filed on June 6, 2006).
- 10.74 Employment Agreement dated as of September 24, 2002 between National Penn Bank and Donald P. Worthington.* (Incorporated by reference to Exhibit 10.2 to National Penn's Pre-Effective Amendment No. 1 to Registration Statement No. 333-101689 on Form S-4, as filed on December 31, 2002.)
- 10.75 Executive Agreement dated December 3, 2004, among National Penn Bancshares, Inc., National Penn Bank and Michelle Debkowski.* (Incorporated by reference to Exhibit 10.1 to National Penn's Report on Form 8-K dated December 3, 2004, as filed on December 8, 2004.)
- 10.76 Amendatory Agreement dated as of January 1, 2007, among National Penn Bancshares, Inc., National Penn Bank and Michelle H. Debkowski.* (Incorporated by reference to Exhibit 10.72 to National Penn's Annual Report on Form 10-K for 2006.)
- 10.77 Employment Agreement dated October 18, 2004, among National Penn Bancshares, Inc., National Penn Bank and H. Anderson Ellsworth.* (Incorporated by reference to Exhibit 10.62 to National Penn's Annual Report on Form 10-K for 2005.)
- 10.78 Amendatory Agreement dated as of January 1, 2007, among National Penn Bancshares, Inc., National Penn Bank and H. Anderson Ellsworth.* (Incorporated by reference to Exhibit 10.74 to National Penn's Annual Report on Form 10-K for 2006.)
- [10.79 Executive Agreement dated as of January 1, 2008 among National Penn Bancshares, Inc., National Penn Bank and H. Anderson Ellsworth.*](#)
- 10.80 Executive Agreement dated December 3, 2004, among National Penn Bancshares, Inc., National Penn Bank and Janice S. McCracken.* (Incorporated by reference to Exhibit 10.75 to National Penn's Annual Report on Form 10-K for 2006).
- 10.81 Amendatory Agreement dated as of January 1, 2007, among National Penn Bancshares, Inc., National Penn Bank and Janice S. McCracken.* (Incorporated by reference to Exhibit 10.76 to National Penn's Annual Report on Form 10-K for 2006).
- 10.82 Executive Agreement dated December 3, 2004, among National Penn Bancshares, Inc., National Penn Bank and Jorge Leon.* (Incorporated by reference to Exhibit 10.2 to National Penn's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007.)

- [10.83 Amended and Restated Employment Agreement, dated as of February 1, 2008, among National Penn Bancshares, Inc., National Penn Bank and Scott V. Fainor.*](#)
- [10.84 Amended and Restated Employment Agreement, dated as of February 1, 2008, among National Penn Bancshares, Inc., National Penn Bank and Sandra L. Bodnyk.*](#)
- [10.85 Executive Agreement dated February 1, 2008, among National Penn Bancshares, Inc., National Penn Bank, and Carl F. Kovacs.*](#)
- 10.86 Amendment to Rights Agreement dated as of August 21, 1999, between National Penn Bancshares, Inc. and National Penn Bank, as Rights Agent (including as Exhibit “A” thereto, the Rights Agreement dated as of August 23, 1989, between National Penn Bancshares, Inc. and National Bank of Boyertown, as Rights Agent). (Incorporated by reference to Exhibit 4.1 to National Penn’s Report on Form 8-K, dated August 21, 1999, as filed on August 26, 1999.)
- 10.87 Summary Sheet – Non-Employee Directors – Cash Directors’ Fees – 2008.* (Incorporated by reference to Exhibit 10.2 to National Penn’s Report on Form 8-K dated February 25, 2008, as filed on February 29, 2008.)
- [14.1 Amended and Restated National Penn Bancshares, Inc. Code of Conduct.](#)
- [21 Subsidiaries of the Registrant.](#)
- [23 Consent of Independent Registered Public Accounting Firm.](#)
- [31.1 Certification of President and Chief Executive Officer of National Penn Bancshares, Inc., pursuant to Commission Rule 13a-14\(a\) and Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- [31.2 Certification of Chief Financial Officer of National Penn Bancshares, Inc., pursuant to Commission Rule 13a-14\(a\) and Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- [32.1 Certification of President and Chief Executive Officer of National Penn Bancshares, Inc., pursuant to Commission Rule 13a-14\(b\) and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. \(Furnished, not filed.\)](#)
- [32.2 Certification of Chief Financial Officer of National Penn Bancshares, Inc., pursuant to Commission Rule 13a-14\(b\) and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. \(Furnished, not filed.\)](#)

* Denotes a compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

NATIONAL PENN BANCSHARES, INC.
(Registrant)

February 29, 2008

By /s/ Glenn E. Moyer
Glenn E. Moyer
President and
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons in the capacities and on the dates indicated:

Signatures	Title	Date
<u>/s/ Thomas A. Beaver</u> Thomas A. Beaver	Director	February 29, 2008
<u>/s/ J. Ralph Borneman Jr.</u> J. Ralph Borneman Jr.	Director	February 29, 2008
<u>/s/ Robert L. Byers</u> Robert L. Byers	Director	February 29, 2008
<u>/s/ Jeffrey P. Feather</u> Jeffrey P. Feather	Director	February 29, 2008
<u>/s/ Donna D. Holton</u> Donna D. Holton	Director	February 29, 2008
<u>/s/ Thomas L. Kennedy</u> Thomas L. Kennedy	Director	February 29, 2008
<u>/s/ Patricia L. Langiotti</u> Patricia L. Langiotti	Director	February 29, 2008
<u>/s/ Christian F. Martin IV</u> Christian F. Martin IV	Director	February 29, 2008
<u>/s/ Molly K. Morrison</u> Molly K. Morrison	Director	February 29, 2008

<u>/s/ Glenn E. Moyer</u> Glenn E. Moyer	Director, President and Chief Executive Officer (Principal Executive Officer)	February 29, 2008
<u>/s/ Natalye Paquin</u> Natalye Paquin	Director	February 29, 2008
<u>/s/ R. Chadwick Paul Jr.</u> R. Chadwick Paul Jr.	Director	February 29, 2008
<u>/s/ Robert E. Rigg</u> Robert E. Rigg	Director	February 29, 2008
<u>/s/ C. Robert Roth</u> C. Robert Roth	Director	February 29, 2008
<u>/s/ Wayne R. Weidner</u> Wayne R. Weidner	Director and Chairman	February 29, 2008
<u>/s/ Michael R. Reinhard</u> Michael R. Reinhard	Group Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 29, 2008
<u>/s/ Gary L. Rhoads</u> Gary L. Rhoads	Executive Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 29, 2008

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Section 2: EX-3.4 (EXHIBIT 3.4)

Exhibit 3.4

Approved by Board of Directors
December 19, 2007

BYLAWS

NATIONAL PENN BANK

ARTICLE I

Designation of Governing Law

Section 1.01. Designation of Governing Law. National Penn Bank ("Bank") is a subsidiary of National Penn Bancshares, Inc. ("NPBC"), a business corporation incorporated in the Commonwealth of Pennsylvania and registered bank holding company. Bank's main office is located in Boyertown, Berks County, Pennsylvania.

Pursuant to 12 CFR 7.2000, subject to, and to the extent not inconsistent with applicable Federal banking statutes or regulations, or bank safety and soundness, Bank hereby designates the laws of the Commonwealth of Pennsylvania, including without limitation the Pennsylvania Business Corporation Law of 1988, as amended (the "BCL"), as the body of law that shall govern Bank's corporate governance procedures.

ARTICLE II

Annual Meetings of Shareholders

Section 2.01. Annual Meeting. The annual meeting of shareholders for the election of Directors and the transaction of any other business which may be brought properly before the meeting shall be held on the fourth Wednesday in **February** of each year or such other date as the Board of Directors shall determine. The Board of Directors shall determine the time and place of the annual meeting.

ARTICLE III

Directors

Section 3.01. Number, Qualifications. There shall be such number of Directors, who shall own qualifying shares of NPBC stock, as is provided in Article Three of Bank's Articles of Association, as amended.

Section 3.02. Quorum. For the transaction of business, a quorum of Directors shall be present, as provided in Article Three of Bank's Articles of Association, as amended.

Section 3.03. Mandatory Retirement of Directors. No person who has attained the age of seventy-two (72) years shall be qualified for nomination or for election to the Board of Directors. Accordingly, a Director, upon attaining such age, shall retire from the Board of Directors on the date of the annual meeting of shareholders that next follows his or her seventy-second birthday.

A Director, upon retirement from his or her principal occupation, shall give the Board of Directors prompt notice of such retirement and shall offer to retire from the Board on such date as the Board shall determine. If such offer is accepted, any failure of the Director to retire as determined by the Board shall constitute proper cause for the Board to declare vacant the office of the Director.

The Board of Directors, on the recommendation of the Nominating/Corporate Governance Committee of NPBC's Board of Directors, may at any time, or again at any later time, exempt the Lead Independent Director or any other Director for serving as Chair of a standing Board Committee from this Section 3.03 for a one-year period, but not more than a total of three years.

Section 3.04. Director Emeritus. A Director who retires from the Board of Directors pursuant to Section 3.02 of these Bylaws shall be eligible to serve as a Director Emeritus. Such an Emeritus Director may be named by the Board at any time, but may not serve more than a total of three consecutive years. A Director Emeritus shall have the privilege of attending all meetings of the Board and shall have the opportunity of sharing his or her experience with the Board, but shall have none of the responsibilities of a member of the Board, and shall have no vote on matters put before the Board. A Director Emeritus shall receive such compensation and reimbursement of expenses as shall be determined by the Board of Directors on the recommendation of the Compensation Committee of NPBC's Board of Directors.

The terms "Director," "Lead Independent Director," "Outside Independent Director," "Board," or "Board of Directors" where used in these Bylaws shall not be deemed to apply to or to include a Director Emeritus.

ARTICLE IV

Committees

Section 4.01. Executive Committee. There shall be an Executive Committee consisting of such Directors as shall from time to time be appointed by the Board of Directors, on the recommendation of the Nominating/Corporate Governance Committee of NPBC's Board of Directors. So far as may be permitted by law and except for matters specifically reserved to the Board of Directors in these Bylaws, the Executive Committee shall possess and may exercise all the powers of the Board of Directors in the management of the business and affairs of the Bank conferred by these Bylaws or otherwise, during intervals between meetings of the Board of Directors. The Executive Committee shall have such other duties and responsibilities as shall be provided by law and such others as may be determined from time to time by the Board of Directors.

Section 4.02. Audit Committee. There shall be an Audit Committee consisting entirely of such outside independent Directors as shall from time to time be appointed by the Board of Directors, on the recommendation of the Nominating/Corporate Governance Committee of NPBC's Board of Directors. The Audit Committee shall have such duties and responsibilities as shall be provided by law and such others as may be determined from time to time by the Board of Directors.

Section 4.03. Other Committees. The Board of Directors may, at any time and from time to time, appoint such other standing or special committees with such duties and responsibilities as the Board of Directors shall determine.

Section 4.04. Outside Independent Director. The term "outside independent director" means a Director who is not an employee of NPBC, the Bank or any subsidiary and who satisfies all the "independence" tests of applicable law, rules or regulations, including those of The Nasdaq Stock Market, Inc.

Section 4.05. Designation of Lead Independent Director. The Board of Directors, on the recommendation of the Nominating/Corporate Governance Committee of NPBC's Board of Directors, may at any time designate an "outside independent director" to serve in a lead capacity to coordinate the activities of the other outside independent directors and to perform such other duties and responsibilities as the Board of Directors may determine by resolution or Board-approved policy. Any outside independent director so designated shall be referred to as the "Lead Independent Director."

ARTICLE V

Officers

Section 5.01. Officers. The officers of the Bank shall be a President, a Secretary and a Cashier, and may include a Chairman, one or more Vice Presidents, and such other officers as the Board of Directors or an authorized officer may from time to time determine.

Section 5.02. Qualifications. The officers shall be natural persons of full age. The President shall be a Director.

Section 5.03. Election and Term of Office. The officers of the Bank shall be elected by the Board of Directors or appointed pursuant to Section 5.11 hereof. Executive officers shall serve at the pleasure of the Board, and shall be subject to removal only by the Board of Directors. Other officers shall be subject to removal at any time by the Chief Executive Officer or a supervising officer.

Section 5.04. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors, a supervising officer, or the Human Resources Department of the Bank. Any such resignation shall take effect at the time of the receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

Section 5.05. Chairman. The Board of Directors may elect one of its members to be Chairman. The Chairman shall preside at all meetings of the Board of Directors. The Chairman shall also have such other powers and duties as may be conferred upon or assigned to the Chairman by the Board of Directors, as well as any other powers specifically conferred upon the Chairman by these Bylaws.

Section 5.06. President. The President shall, if there is no Chairman or in the absence of the Chairman, preside at any meeting of the Board of Directors. The President shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the office of President, or imposed by these Bylaws. The President shall have such other powers and duties as may be conferred upon or assigned to the President by the Board of Directors.

Section 5.07. Chief Executive Officer. The Board of Directors shall designate the Chairman or the President as the Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Bank and shall have general executive powers concerning all the business and operations of the Bank, subject, however, to the control of the Board of Directors. The Chief Executive Officer shall have such other powers and duties as may be conferred upon, or assigned to, the Chief Executive Officer by the Board of Directors. The Chief Executive Officer may delegate to any other officer such executive and other powers and duties as the Chief Executive Officer deems advisable.

Section 5.08. Vice Presidents. There may be one or more Group Executive Vice Presidents, Executive Vice Presidents, Senior Vice Presidents and Vice Presidents. Each such person shall have such powers and duties as may be conferred upon or assigned to him or her by the Board of Directors or the Chief Executive Officer.

Section 5.09. Secretary. The Secretary shall have all powers and duties pertaining by law, regulation or practice to the office of Secretary, or imposed by these Bylaws, or as may from time to time be conferred upon, or assigned to, the Secretary by the Board of Directors or the Chief Executive Officer.

Section 5.10. Cashier. The Cashier shall have all powers and duties pertaining by law, regulation or practice to the office of Cashier or treasurer, or imposed by these Bylaws, or as may from time to time be conferred upon, or assigned to, the Cashier by the Board of Directors or the Chief Executive Officer.

Section 5.11. Other Officers. The Board of Directors may appoint one or more other officers, or authorize an officer to appoint one or more other officers. Such other officers shall perform such duties as from time to time may be conferred upon or assigned to them respectively by the Board of Directors or the officer appointing them.

ARTICLE VI

Limitation of Directors' Liability; Indemnification

Section 6.1. To the fullest extent permitted by the Directors Liability Act (42 PA C.S. 8361 et seq.) and the BCL, a director of the Bank shall not be personally liable to the Bank, its shareholders, or others for monetary damages for any action taken or any failure to take any action unless the director has breached or failed to perform the duties of his or her office, as set forth in the Directors' Liability Act, and such breach or failure constitutes self-dealing, willful misconduct, or recklessness. The provisions of this Article VI shall not apply with respect to the responsibility or liability of a director under any criminal statute or the liability of a director for the payment of taxes pursuant to local, state, or federal law.

Section 6.2. (a) The Bank shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that such person is or was a director, officer, employee, or agent of the Bank, or is or was serving at the request of the Bank as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), amounts paid in settlement, judgments, and fines actually and reasonably incurred by such person in connection with such action, suit, or proceeding; provided, however, that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

(b) Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Bank in advance of the final disposition of such action, suit, or proceeding, upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount if it shall be ultimately determined that he or she is not entitled to be indemnified by the Bank as authorized in this Article VI.

(c) The indemnification and advancement of expenses provided by this Article VI shall not be deemed exclusive of any other right to which persons seeking indemnification and advancement of expenses may be entitled under any agreement, vote of shareholders or disinterested directors, or otherwise, both as to actions in such persons' official capacity and as to their actions in another capacity while holding office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall insure to the benefit of the heirs, executors, and administrators of such person.

(d) The Bank may purchase and maintain insurance on behalf of any person, may enter into contracts of indemnification with any person, may create a fund of any nature (which may, but need not be under the control of a trustee) for the benefit of any person, and may otherwise secure in any manner its obligations with respect to indemnification and advancement of expenses, whether arising under this Article VI or otherwise, to or for the benefit of any person, whether or not the Bank would have the power to indemnify such person against such liability under the provisions of this Article VI.

Section 6.3. The limitation provided in Section 6.1 of this Article VI and the right to indemnification provided in Section 6.2 of this Article VI shall apply to any action or any failure to take any action occurring on or after January 27, 1987.

Section 6.4. Notwithstanding anything herein contained to the contrary, this Article VI may not be amended or repealed and a provision inconsistent herewith may not be adopted, except by the affirmative vote of 80% of the members of the entire Board of Directors or by the affirmative vote of shareholders of the Bank entitled to cast at least 80% of the votes which all shareholders of the Bank are then entitled to cast, except that if the Business Corporation Law or the Directors' Liability Act is amended or any other statute is enacted so as to decrease the exposure of directors to liability or to increase the indemnification rights available to directors, officers, or others, then this Article VI and any other provision of these Bylaws inconsistent with such decreased exposure or increased indemnification rights shall be amended, automatically and without any further action on the part of shareholders or directors, to reflect such decreased exposure or to include such increased indemnification rights, unless such legislation expressly requires otherwise. Any repeal or modification of this Article VI by the shareholders of the Bank shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Bank or any right to indemnification from the Bank with respect to any action or any failure to take any action occurring prior to the time of such repeal or modification.

Section 6.5. If, for any reason, any provision of this Article VI shall be held invalid, such invalidity shall not affect any other provision not held so invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Article VI shall be held invalid in part, such invalidity shall in no way affect the remainder of such provision, and the remainder of such, provision, together with all other provisions of this Article VI, shall, to the full extent consistent with law, continue in full force and effect.

Section 6.6. Article VI (as in effect on the day prior to the day on which this new Article VI is approved by the shareholders of the Bank), and all provisions of the Bylaws of the Bank insofar as they are inconsistent with this Article VI, are hereby repealed, except that with respect to acts or omissions occurring prior to January 27, 1987, such former Article VI and such other provisions of the Bylaws of the Bank shall remain in full force and effect.

ARTICLE VII

Share Certificates; Transfer

Section 7.01. Share Certificates. The shares of the Bank shall be represented by share certificates, which shall bear such information and signatures as shall be required by law.

Section 7.02. Transfer of Shares. Transfer of shares of the Bank shall be made on the books of the Bank only upon surrender of the share certificate, duly endorsed or with duly executed stock powers attached and otherwise in proper form for transfer, which certificate shall be cancelled at the time of transfer.

ARTICLE VIII

Emergency Preparedness

Section 8.01. If there is an emergency declared by governmental authorities, as the result of a regional or national disaster and of such severity as to prevent the normal conduct and management of the affairs of the Bank by its Directors and Officers as contemplated by these bylaws:

(a) Any three available Directors shall constitute a Committee to exercise the full authority of the Board of Directors until such time as a duly elected Board of Directors can again assume full responsibility and control of the Bank; and

(b) The available Officers and employees of the Bank shall continue to conduct the affairs of the Bank, with such guidance as may be available to them from the Board of Directors or the Executive Committee under Section 8.01(a) hereof, subject to conformance with any governmental directives during the emergency.

ARTICLE IX

Other

Section 9.01. Other Matters. To the extent that a specific subject matter is not expressly addressed in these Bylaws, such matter shall be governed by (a) Federal banking statutes or regulations, including without limitation bank safety and soundness considerations, if applicable, (b) the laws of the Commonwealth of Pennsylvania, including without limitation the BCL, and (c) Bank's Articles of Association, as amended.

Section 9.02. Inconsistency. Should any provision of these Bylaws be inconsistent with (a) Federal banking statutes or regulations, including without limitation bank safety and soundness considerations, if applicable, (b) the laws of the Commonwealth of Pennsylvania, including without limitation the BCL, or (c) Bank's Articles of Association, as amended, then such other governing law or authority shall control the inconsistent provision of these Bylaws.

ARTICLE X

Amendments

Section 10.01. Amendments. These Bylaws may be adopted, amended or repealed by the Board of Directors or by the shareholders of the Bank.

Amended by Shareholders (NPB) April 22, 1987 (Article X)

Amended by Board of Directors March 23, 1988, Sections 2.6; 3.1; Article VII; Section 8.3;8.5; 9.2 to include Chairman of the Executive Committee

Amended by Board of Directors February 13, 1989, Section 2.3 (B) regarding Directors Emeriti

Amended by Board of Directors April 25, 1990, Article III, Section 3.2 to reduce number of directors to serve on the committee from three (3) to two (2); Article III, Section 3.3 to delete the Chairman of the Executive Committee; Article IX, Section 9.2 to delete the Chairman of the Executive Committee.

Amended by Board of Directors April 28, 1993, Section 1.4 to delete Judge of Election; Section 3.2 to change Loan Committee to Executive Loan Committee and increase number of directors from two (2) to four (4); Section 3.4 to change Financial Services Committee to Trust Committee and Financial Services Division to Trust Department; Section 4.1 to change “shall” to “may”; Section 4.2 to change “shall” to “may”; Section 4.6 to eliminate Clerks and Agents; Section 5.1 to change Financial Services to Fiduciary Activities, Article V restated in its entirety, and add Section 5.5.

Amended by Board of Directors November 23, 1994, Article III, Section 3.4 deleted entirely to reflect transfer of Trust Department business to Investors Trust Company; Article IV, Section 4.5 to allow Chief Executive Officer to appoint officers or assistant officers; Article IV, Section 4.7 added to specify effective date of officer resignations; Article V deleted entirely to reflect transfer of Trust Department business to Investors Trust Company

Amended and restated in its entirety April 24, 2002.

Amended by Board of Directors April 28, 2004, Article IV Sections 4.01, 4.02 and 4.03 changed to reflect recommendation of Nominating/Corporate Governance instead of Executive Committee. Section 4.05 – Outside Independent Directors – entirely new section. Section 5.08 – added “Group Executive Vice Presidents”.

Amended by Board of Directors December 22, 2004., Section 5.08

Amended by Board of Directors January 25, 2006, Sections 2.01, 3.03, 3.04, 4.06, Article VIII – Emergency Preparedness, Section 8.01 – entirely new section.

Amended by Board of Directors February 28, 2007, Deleted Section 4.03 Executive Credit Committee; renumbered 4.03, 4.04 and 4.05.

Amended by Board of Directors December 19, 2007, Section 2.01.

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Section 3: EX-10.46 (EXHIBIT 10.46)

Exhibit 10.46

NATIONAL PENN BANCSHARES, INC.

KNBT BANCORP, INC.

CONSOLIDATED SUBSTITUTE STOCK OPTION PLAN

The National Penn Bancshares, Inc. KNBT Bancorp, Inc. Consolidated Substitute Stock Option Plan (the “Consolidated Plan”), is comprised of:

1. National Penn Bancshares, Inc. KNBT Bancorp, Inc./First Colonial Group, Inc. Substitute 1994 Stock Option Plan for Non-Employee Directors;
2. National Penn Bancshares, Inc. KNBT Bancorp, Inc./First Colonial Group, Inc. Substitute 1996 Employee Stock Option Plan;
3. National Penn Bancshares, Inc. KNBT Bancorp, Inc./First Colonial Group, Inc. Substitute 2001 Stock Option Plan; and
4. National Penn Bancshares, Inc. KNBT Bancorp, Inc. Substitute 2004 Stock Option Plan.

This document supersedes in its entirety the National Penn Bancshares, Inc. KNBT Bancorp, Inc. Consolidated Substitute Stock Option Plan filed as Exhibit 99.1 to Form S-8 Registration Statement No. 333-149274, which was filed on February 15, 2008.

NATIONAL PENN BANCSHARES, INC.

KNBT BANCORP, INC./FIRST COLONIAL GROUP, INC.

SUBSTITUTE 1994 STOCK OPTION PLAN
FOR NON-EMPLOYEE DIRECTORS

As assumed, amended and restated effective February 1, 2008

1. **Purpose of Plan**

(a) The purpose of the First Colonial Group, Inc. 1994 Stock Option Plan for Non-Employee Directors (the "1994 FCG Plan") was to enhance the ability of First Colonial Group, Inc. and its current and future subsidiaries to attract, retain and motivate members of their respective Boards of Directors and to provide additional incentive to members of their respective Boards of Directors by encouraging them to invest in shares of First Colonial Group, Inc. ("FCG") common stock and thereby acquire a proprietary interest in FCG and an increased personal interest in FCG's continued success and progress, to the mutual benefit of directors, employees and stockholders. To the extent not already exercisable, options granted under the 1994 FCG Plan became fully exercisable upon execution of an Agreement and Plan of Merger between FCG, KNBT Bancorp, Inc. ("KNBT") and Keystone Savings Bank dated as of March 5, 2003. The Agreement and Plan of Merger provided that upon completion of the acquisition of FCG, KNBT would assume the stock options that previously had been issued by FCG under the 1994 FCG Plan and which remained unexercised as of October 31, 2003.

(b) Non-Qualified Stock Options were granted within the limitations of the Plan herein described.

(c) Capitalized terms and phrases used and not otherwise defined herein shall have the meanings given in Section 2 hereof.

2. **Definitions.** Unless the context requires otherwise, the following terms shall have the following definitions for the purposes of this Plan (such definitions to be equally applicable to both the singular and the plural form of the term defined):

(a) "1994 KNBT Substitute Options" means rights to acquire KNBT common stock pursuant to the 1994 FCG Plan, as assumed by KNBT.

(b) "Board" means the Board of Directors of National Penn.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(d) "Committee" means the Compensation Committee of the Board, which shall be comprised of, at all times, two or more directors appointed by the Board pursuant to Section 6 hereof, and each of whom shall be: (i) "non-employee directors" as such term is defined under the rules and regulations adopted from time to time by the Securities and Exchange Commission pursuant to Section 16(b) of the Exchange Act; and (ii) "outside directors" within the meaning of Section 162(m) of the Code.

(e) “Director” means a member of the Board of Directors of FCG, KNBT or a Subsidiary or any successors thereto, including Non-Employee Directors as well as officers and employees serving as Directors.

(f) “Disability” means a permanent and total disability as defined in Section 22(e)(3) of the Code (or any successor Section), as determined in the sole discretion of the Committee.

(g) “Effective Date” means February 1, 2008.

(h) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(i) “Merger Agreement” shall mean the Agreement of Reorganization and Merger dated as of September 6, 2007, by and between National Penn and KNBT.

(j) “National Penn” means National Penn Bancshares, Inc.

(k) “National Penn Common Stock” means shares of the common stock of National Penn (without par value) as described in National Penn’s Articles of Incorporation

(l) “Non-Employee Director” means a member of the Board of Directors of FCG, KNBT or any Subsidiary, or a former officer or employee of FCG, KNBT and/or any Subsidiary serving as a Director, who was not then an officer or employee of FCG, KNBT or any Subsidiary.

(m) “Non-Qualified Stock Option” means any 1994 KNBT Substitute Option which does not satisfy the requirements of Code Section 422(b) in order to qualify as an “incentive stock option.”

(n) “Options” means one of the substitute non-qualified stock options issued pursuant to the 1994 FCG Plan and the Merger Agreement, exercisable for a total of 11,248 shares of National Penn Common Stock, subject to adjustment as provided in Section 6 hereof.

(o) “Optionee” means a Non-Employee Director or former Non-Employee Director to whom a 1994 KNBT Substitute Option was issued under the 1994 FCG Plan, as assumed by KNBT pursuant to the KNBT/FCG Merger Agreement.

(p) “Plan” means the National Penn Bancshares, Inc. KNBT Bancorp, Inc./First Colonial Group, Inc. Substitute 1994 Stock Option Plan for Non-Employee Directors.

(q) “Subsidiaries” means, prior to the Effective Date, those subsidiaries of FCG or KNBT which met the definition of “subsidiary corporations” set forth in Section 424(f) of the Code, and, after the Effective Date, any subsidiary corporation of National Penn within the meaning of Section 424(f) of the Code.

3. Assumption of 1994 FCG Plan by National Penn

(a) On the Effective Date, KNBT was merged with and into National Penn, with National Penn surviving such merger, under the name, articles of incorporation and bylaws of National Penn, pursuant to the Merger Agreement.

(b) On the Effective Date, pursuant to the Merger Agreement, each outstanding option to purchase KNBT common stock, as assumed by KNBT under the 1994 FCG Plan that remained unexercised was vested pursuant to the terms of the 1994 FCG Plan and automatically converted into a substitute option to purchase National Penn Common Stock.

(c) The number of shares subject to each substitute stock option and the exercise price for those shares were adjusted to prevent any alteration of the economic value of the original option, as measured immediately prior to and immediately following the Effective Date.

(d) Immediately prior to the Effective Date, there were Non-Qualified Stock Options outstanding under the 1994 FCG Plan for 10,922 shares of KNBT common stock, all of which were automatically converted into substitute options in accordance with the provisions of Section 2.05(a) of the Merger Agreement. The number of shares of National Penn Common Stock subject to each substitute non-qualified stock option is equal to the number of shares of KNBT common stock originally subject to the 1994 KNBT Substitute Option immediately prior to the Effective Date times 1.03 (the "Exchange Ratio" as defined and set forth in Section 2.02 of the Merger Agreement), rounded down to the nearest share. As a result, Non-Qualified Options 100% vested and presently exercisable for 11,248 shares of National Penn Common Stock are outstanding.

(e) This Plan reflects National Penn's assumption of the 1994 FCG Plan and of the stock options outstanding under the 1994 FCG Plan as of the Effective Date, on the terms and conditions provided in the Merger Agreement, and National Penn's determination to delete provisions of the 1994 KNBT Plan inapplicable to such outstanding options. This Plan amends and restates the 1994 Plan accordingly.

4. Aggregate Number of Shares

The total number of shares of National Penn Common Stock subject to Non-Qualified Stock Options under the Plan is 11,248 shares, subject to adjustment in accordance with this Section. Notwithstanding the foregoing, in the event of any change in the outstanding shares of the National Penn Common Stock by reason of a stock dividend, stock split, combination of shares, recapitalization, merger, consolidation, transfer of assets, reorganization, conversion or what the Board deems in its sole discretion to be similar circumstances, the aggregate number and kind of shares which may be issued under this Plan shall be appropriately adjusted in a manner determined in the sole discretion of the Committee. Where appropriate, outstanding Options shall also be amended by the Committee with respect to exercise price and other terms as may be necessary to equitably reflect the foregoing events. If there shall be any other change in the number or kind of outstanding shares of Common Stock, or any shares into which such shares shall have been changed, or for which the Committee shall, in its sole discretion, determine that such change equitably requires an adjustment in any outstanding Options, such adjustments shall be made in accordance with the Committee's determination. Reacquired shares of National Penn Common Stock, as well as unissued shares, may be used for the purpose of this Plan.

5. Participation

All Non-Employee Directors of FCG or any FCG Subsidiary prior to the effective date of the merger of FCG with and into KNBT were eligible to receive an option or options under this Plan. The individuals who received options were selected by the Committee, in its sole discretion, except as otherwise specified in Section 6 hereof.

Other than the persons who received Options on the Effective Date pursuant to the Merger Agreement, no persons are eligible to participate in the Plan.

6. Administration of Plan

(a) This Plan shall be administered by the Board or the Committee. The term "Committee," as used in this Plan and the Options substituted hereunder, refers to either the Board or to the Committee, whichever is then administering this Plan. Subject to the numerical limitations on Committee membership set forth in Section 2(e) hereof, the Board may at any time appoint additional members of the Committee and may at any time remove any member of the Committee with or without cause. Vacancies in the Committee, however caused, may be filled by the Board, if it so desires.

(b) The Committee shall adopt such rules for the conduct of its business and administration of this Plan as it considers desirable. A majority of the members of the Committee shall constitute a quorum for all purposes. The vote or written consent of a majority of the members of the Committee on a particular matter shall constitute the act of the Committee on such matter. The Committee shall have the exclusive right to construe the Plan and the Options issued pursuant to it, to correct defects and omissions and to reconcile inconsistencies to the extent necessary to effectuate the purpose of this Plan and the Options issued pursuant to it, and such action shall be final, binding and conclusive upon all parties concerned.

(c) Neither the Board nor the Committee has the authority to grant any stock options under the Plan in addition to the Options set forth in Section 3 hereof.

(d) No member of the Board shall be liable for any act or omission (whether or not negligent) taken or omitted in good faith, or for the exercise of any authority or discretion granted in connection with the Plan to the Board, or for the acts or omissions of any other members of the Board.

7. Terms and Conditions of Stock Option Awards

(a) Each Optionee will be notified in writing of the number of shares of National Penn Common Stock subject to and the exercise price of each Non-Qualified Stock Option he or she holds pursuant to the Plan. The notification will also include such other terms, conditions, restrictions and privileges as original 1994 KNBT Substitute Options contained, provided that they are not inconsistent with the terms, conditions and provisions of this Plan.

(b) The per share exercise price of the National Penn Common Stock covered by each Non-Qualified Stock Option is equal to the quotient of: (i) the product of the original per share exercise price of that option times 1.03 (the "Exchange Ratio" as defined and set forth in Section 2.02 of the Merger Agreement), provided that such exercise price shall be rounded up to the nearest cent.

(c) Each Non-Qualified Stock Option shall be further adjusted as required by Section 409A of the Code so as not to constitute a modification, extension or renewal of that option within the meaning of Section 409A of the Code.

(d) No Option shall be exercisable after the first to occur of the following:

(i) Expiration of the Option term originally fixed by the Board of Directors of FCG; or

(ii) Expiration of three months from the date the Optionee's service with National Penn or any Subsidiary terminates by reason of the Optionee's death, Disability voluntary or involuntary resignation or any other reason.

(e) No Option granted under the 1994 FCG Plan or substituted hereunder may be transferred except by will or by the laws of descent and distribution. During the lifetime of the Optionee, such Option may be exercised only by him or her or his or her guardian or legal representative.

(f) Options may be exercised in part or in whole and at one time or from time to time. The procedures for exercise shall be set forth in the written stock option agreement delivered in connection with the substitution of each Option.

(g) Payment in full of the purchase price for shares of National Penn Common Stock purchased pursuant to the exercise of any Option shall be made to National Penn upon exercise of the Option. All shares sold under the Plan shall be fully paid and nonassessable. Payment for shares may be made by the Optionee (i) in cash or by check, (ii) by delivery of a properly executed exercise notice, together with irrevocable instructions to a broker to sell the shares and then to properly deliver to National Penn the amount of sale proceeds to pay the exercise price and any withholding taxes due, all in accordance with applicable laws and regulations, or (iii) at the discretion of the Board or the Committee, by delivering shares of National Penn Common Stock (including shares acquired pursuant to the previous exercise of an Option) equal in fair market value to the purchase price of the shares to be acquired pursuant to the Option, by withholding some of the shares of National Penn Common Stock which are being purchased upon exercise of an Option, or any combination of the foregoing. With respect to subclause (iii) hereof, the shares of National Penn Common Stock delivered to pay the purchase price must have been shares of National Penn Common Stock acquired by the Optionee (or any beneficiary of an Optionee) which shares have been held for a period of not less than six months.

(h) No Optionee shall have any voting or dividend rights or other rights of a shareholder in respect of any shares of National Penn Common Stock covered by an Option prior to the time that his or her name is recorded on National Penn's shareholder ledger as the holder of record of such shares acquired pursuant to the exercise of an Option.

8. Withholding

(a) National Penn may withhold from any cash payment made under this Plan sufficient amounts to cover any applicable minimum withholding taxes, and if the amount of such cash payment is insufficient, National Penn may require the Optionee to pay to National Penn the amount required to be withheld as a condition to delivering the shares acquired pursuant to an Option.

(b) The Board or the Committee is authorized to adopt rules, regulations or procedures which provide for the satisfaction of an Optionee's tax withholding obligation by the retention of shares of National Penn Common Stock to which the Optionee would otherwise be entitled pursuant to an Option and/or by the Optionee's delivery of previously owned shares of National Penn Common Stock or other property.

9. Amendment, Suspension and Termination

The Board reserves the right at any time, and from time to time, to amend this Plan in any way, or to suspend or terminate it, effective as of such date, which date may be either before or after the taking of such action, as may be specified by the Board; provided, however, that such action shall not affect options granted under the Plan prior to the actual date on which such action occurred. Notwithstanding the foregoing, the Plan provisions specified in Rule 16b-3(c)(2)(ii)(A) under the Exchange Act or any future corresponding rule may not be modified or amended more than once every six months, other than to comport except as permitted by Rule 16b-3(c)(2)(ii)(B). If the Board voluntarily submits a proposed amendment, suspension or termination for stockholder approval, such submission shall not require any future modifications, amendments (whether or not relating to the same provision or subject matter), suspensions or terminations to be similarly submitted for stockholder approval.

10. Effectiveness of Plan

This Plan shall become effective on the Effective Date.

11. **General Conditions**

(a) Nothing contained in this Plan or any Option substituted pursuant to this Plan shall confer upon any Non-Employee Director the right to continue as a Non-Employee Director of National Penn or any Subsidiary or interfere in any way with the rights of National Penn to terminate him as a director.

(b) References in this plan to the Code shall be deemed to also refer to the corresponding provisions of any future United States revenue law.

(c) Except to the extent preempted by federal law, this Plan document, and any agreements issued pursuant hereto, shall be construed, administered and enforced in accordance with the domestic internal law of the Commonwealth of Pennsylvania.

(d) The use of the masculine pronoun shall include the feminine gender whenever appropriate.

NATIONAL PENN BANCSHARES, INC.

KNBT BANCORP, INC./FIRST COLONIAL GROUP, INC.

SUBSTITUTE 1996 EMPLOYEE STOCK OPTION PLAN

As assumed, amended and restated effective February 1, 2008

1. Purpose of Plan

(a) The purpose of the First Colonial Group, Inc. 1996 Employee Stock Option Plan (the "1996 FCG Plan") was to provide additional incentive to officers and other key employees of First Colonial Group, Inc. ("FCG") and each present or future parent or subsidiary corporation by encouraging them to invest in shares of the Company's common stock, \$5.00 par value ("FCG Common Stock"), and thereby acquire a proprietary interest in FCG and an increased personal interest in FCG's continued success and progress, to the mutual benefit of officers, employees and shareholders. To the extent not already exercisable, options granted under the 1996 FCG Plan became fully exercisable upon execution of an Agreement and Plan of Merger between FCG, KNBT Bancorp, Inc. ("KNBT") and Keystone Savings Bank dated as of March 5, 2003. The Agreement and Plan of Merger provided that upon completion of the acquisition of FCG, KNBT would assume the stock options that previously had been issued by FCG under the 1996 FCG Plan and which remained unexercised as of October 31, 2003.

(b) Incentive Stock Options and Non-Qualified Stock Options were granted within the limitations of the Plan herein described. Only Incentive Stock Options remain outstanding under the Plan.

(c) Capitalized terms and phrases used and not otherwise defined herein shall have the meanings given in Section 2 hereof.

2. Definitions

Unless the context requires otherwise, the following terms shall have the following definitions for the purposes of this Plan (such definitions to be equally applicable to both the singular and the plural form of the term defined):

(a) "1996 KNBT Substitute Options" means rights to acquire KNBT common stock pursuant to the 1996 FCG Plan, as assumed by KNBT.

(b) "Board" means the Board of Directors of National Penn.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(d) "Committee" means the Compensation Committee of the Board, which shall be comprised of, at all times, two or more directors appointed by the Board pursuant to Section 6 hereof, and each of whom shall be: (i) "non-employee directors" as such term is defined under the rules and regulations adopted from time to time by the Securities and Exchange Commission pursuant to Section 16(b) of the Exchange Act; and (ii) "outside directors" within the meaning of Section 162(m) of the Code.

(e) “Director” means a member of the Board of Directors of FCG, KNBT or a Subsidiary or any successors thereto, including Non-Employee Directors as well as Officers and Employees serving as Directors.

(f) “Disability” means any physical or mental impairment which (a) qualifies an Optionee for disability benefits under the applicable long-term disability plan maintained by National Penn or a Subsidiary or (b) if no such plan applies, would qualify such Optionee for disability benefits under the long-term disability plan maintained by National Penn, if such individual were covered by that plan, as determined in the sole discretion of the Committee.

(g) “Effective Date” means February 1, 2008.

(h) “Employee” means any person who was employed by FCG, KNBT or a Subsidiary, or was an Officer of FCG, KNBT or a Subsidiary, but not including directors who were not also Officers of or otherwise employed by FCG, KNBT or a Subsidiary.

(i) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(j) “Incentive Stock Option” means any 1996 KNBT Substitute Option which qualified as an incentive stock option within the meaning of Section 422 of the Code.

(k) “Merger Agreement” shall mean the Agreement of Reorganization and Merger dated as of September 6, 2007, by and between National Penn and KNBT.

(l) “National Penn” means National Penn Bancshares, Inc.

(m) “National Penn Common Stock” means shares of the common stock of National Penn (without par value) as described in National Penn’s Articles of Incorporation

(n) “Non-Employee Director” means a member of the Board of Directors of FCG, KNBT or any Subsidiary, or a former Officer or Employee of FCG, KNBT and/or any Subsidiary serving as a Director, who was not then an Officer or Employee of FCG, KNBT or any Subsidiary.

(o) “Non-Qualified Stock Option” means any 1996 KNBT Substitute Option which was not an Incentive Stock Option.

(p) “Officer” means an Employee whose position with FCG, KNBT or a Subsidiary was that of a corporate officer, as determined by the Board of Directors of FCG or KNBT.

(q) “Options” means one of the substitute incentive stock options or substitute non-qualified stock options issued pursuant to the 1996 FCG Plan and the Merger Agreement, exercisable for a total of 3,259 shares of National Penn Common Stock, subject to adjustment as provided in Section 6 hereof.

(r) “Optionee” means an Employee or Non-Employee Director or former Employee or Non-Employee Director to whom a 1996 KNBT Substitute Option was issued under the 1996 FCG Plan, as assumed by KNBT pursuant to the KNBT/FCG Merger Agreement.

(s) “Plan” means the National Penn Bancshares, Inc. KNBT Bancorp, Inc./First Colonial Group, Inc. Substitute 1996 Employee Stock Option Plan.

(t) “Retirement” means a voluntary termination of employment at age 65 or later or as may be otherwise designated by the Board or the Committee.

(u) “Subsidiaries” means, prior to the Effective Date, those subsidiaries of FCG or KNBT which met the definition of “subsidiary corporations” set forth in Section 424(f) of the Code, and, after the Effective Date, any subsidiary corporation of National Penn within the meaning of Section 424(f) of the Code.

3. **Assumption of 1996 FCG Plan by National Penn**

(a) On the Effective Date, KNBT was merged with and into National Penn, with National Penn surviving such merger, under the name, articles of incorporation and bylaws of National Penn, pursuant to the Merger Agreement.

(b) On the Effective Date, pursuant to the Merger Agreement, each outstanding option to purchase KNBT common stock, as assumed by KNBT under the 1996 FCG Plan that remained unexercised was vested pursuant to the terms of the 1996 FCG Plan and automatically converted into a substitute option to purchase National Penn Common Stock.

(c) The number of shares subject to each substitute stock option and the exercise price for those shares were adjusted to prevent any alteration of the economic value of the original option, as measured immediately prior to and immediately following the Effective Date.

(d) Immediately prior to the Effective Date, there were no Non-Qualified Stock Options outstanding under the 1996 FCG Plan. As a result, there are no Non-Qualified Options presently exercisable or outstanding for any shares of National Penn Common Stock.

(e) Immediately prior to the Effective Date, there were Incentive Stock Options outstanding under the 1996 FCG Plan for 3,166 shares of KNBT common stock, all of which were automatically converted into substitute options in accordance with the provisions of Section 2.05(a) of the Merger Agreement. The number of shares of National Penn Common Stock subject to each substitute incentive stock option is equal to the number of shares of KNBT common stock originally subject to the 1996 KNBT Substitute Option immediately prior to the Effective Date times 1.03 (the “Exchange Ratio” as defined and set forth in Section 2.02 of the Merger Agreement), rounded down to the nearest share. As a result, Incentive Stock Options 100% vested and presently exercisable for 3,259 shares of National Penn Common Stock are outstanding.

(f) This Plan reflects National Penn's assumption of the 1996 FCG Plan and of the stock options outstanding under the 1996 FCG Plan as of the Effective Date, on the terms and conditions provided in the Merger Agreement, and National Penn's determination to delete provisions of the 1996 KNBT Plan inapplicable to such outstanding options. This Plan amends and restates the 1996 Plan accordingly.

4. Aggregate Number of Shares

The total aggregate number of shares of National Penn Common Stock subject to Options under the Plan is 3,259 shares (all of which are Incentive Stock Options), subject to adjustment in accordance with this Section. Notwithstanding the foregoing, in the event of any change in the outstanding shares of National Penn Common Stock by reason of a stock dividend, stock split, combination of shares, recapitalization, merger, consolidation, transfer of assets, reorganization, conversion or what the Committee deems in its sole discretion to be similar circumstances, the aggregate number and kind of shares which may be issued under this Plan shall be appropriately adjusted in a manner determined in the sole discretion of the Committee. Where appropriate, outstanding Options shall also be amended by the Committee as to its exercise price and other terms as may be necessary to equitably reflect the foregoing events, provided, however, that no adjustment shall be made which will cause an Incentive Stock Option to lose its status as an incentive stock option within the meaning of Section 422 and related sections of the Code; rather, in the case of Incentive Stock Options, any adjustments required to be made shall be made in a manner consistent with Section 424(a) of the Code and Treas. Reg. § 1.425-1(a)(4)(i). If there shall be any other change in the number or kind of outstanding shares of Common Stock, or any shares into which such shares shall have been changed, or for which the Committee shall, in its sole discretion, determine that such change equitably requires an adjustment in any outstanding Options, such adjustments shall be made in accordance with the Committee's determination. Re-acquired shares of Common Stock, as well as unissued shares, may be used for the purpose of this Plan.

5. Class of Persons Eligible to Receive Options; Limitations

All officers and key employees of FCG or any FCG Subsidiary prior to the effective date of the merger of FCG with and into KNBT were eligible to receive an option or options under this Plan. The individuals who received options were selected by the Committee, in its sole discretion, except as otherwise specified in Section 6 hereof.

Other than the persons who received Options on the Effective Date pursuant to the Merger Agreement, no persons are eligible to participate in the Plan.

6. Administration of Plan

(a) This Plan shall be administered by the Board or by the Committee. Subject to the numerical limitations on Committee membership set forth in Section 2(e) hereof, the Board may at any time appoint additional members of the Committee and may at any time remove any member of the Committee with or without cause. Vacancies in the Committee, however caused, may be filled by the Board, if it so desires.

(b) The Board or the Committee, whichever shall be administering the Plan, shall adopt such rules for the conduct of its business and administration of this Plan as it considers desirable. A majority of the members of the Board or the Committee shall constitute a quorum for all purposes. The vote or written consent of a majority of the members of the Board or the Committee on a particular matter shall constitute the act of the Committee on such matter. The Committee shall have the right to construe the Plan and the Options, to correct defects and omissions and to reconcile inconsistencies to the extent necessary to effectuate the Plan and the Options, and such action shall be final, binding and conclusive upon all parties concerned.

(c) Neither the Board nor the Committee has the authority to grant any stock options under the Plan in addition to the Options set forth in Section 3 hereof.

(d) No member of the Committee or the Board shall be liable for any act or omission (whether or not negligent) taken or omitted in good faith, or for the exercise of an authority or discretion granted in connection with the Plan to the Committee or the Board, or for the acts or omissions of any other members of the Committee or the Board.

7. Terms and Conditions of Stock Option Awards

(a) Each Optionee will be notified in writing of the number of shares of National Penn Common Stock subject to and the exercise price of each Incentive Stock Option he or she holds pursuant to the Plan. The notification will also include such other terms, conditions, restrictions and privileges as original 1996 KNBT Substitute Options contained, provided that they are not inconsistent with the terms, conditions and provisions of this Plan.

(b) The per share exercise price of the National Penn Common Stock covered by each Incentive Stock Option is equal to the quotient of: (i) the product of the original per share exercise price of that option times 1.03 (the "Exchange Ratio" as defined and set forth in Section 2.02 of the Merger Agreement), provided that such exercise price shall be rounded up to the nearest cent.

(c) Each Incentive Stock Option shall be further adjusted as required by Sections 409A and 424 of the Code so as not to constitute a modification, extension or renewal of that option within the meaning of Sections 409A and 424(h) of the Code.

(d) No Option shall be exercisable after the first to occur of the following:

- (i) Expiration of the Option term originally fixed by the Board of Directors of FCG.
 - (ii) Expiration of three months from the date the Optionee's employment with National Penn or any Subsidiary terminates for any reason other than Disability or death;
 - (iii) Expiration of one year from the date the Optionee's employment with National Penn or any Subsidiary terminates by reason of the Optionee's Disability;
 - (iv) Expiration of one year from the date the Optionee's employment with National Penn or any Subsidiary terminates by reason of the Optionee's Retirement; or
 - (v) Expiration of one year from the date the Optionee's employment with National Penn or any Subsidiary terminates by reason of the Optionee's death.
- (e) No Option granted under the 1996 FCG Plan or substituted hereunder may be transferred except by will or by the laws of descent and distribution. During the lifetime of the Optionee, such Option may be exercised only by him or her or his or her guardian or legal representative.
- (f) Options may be exercised in part or in whole and at one time or from time to time. The procedures for exercise shall be set forth in the written stock option agreement delivered in connection with the substitution of each Option.
- (g) Payment in full of the purchase price for shares of National Penn Common Stock purchased pursuant to the exercise of any Option shall be made to National Penn upon exercise of the Option. All shares sold under the Plan shall be fully paid and nonassessable. Payment for shares may be made by the Optionee (i) in cash or by check, (ii) by delivery of a properly executed exercise notice, together with irrevocable instructions to a broker to sell the shares and then to properly deliver to National Penn the amount of sale proceeds to pay the exercise price and any withholding taxes due, all in accordance with applicable laws and regulations, or (iii) at the discretion of the Board or the Committee, by delivering shares of National Penn Common Stock (including shares acquired pursuant to the previous exercise of an Option) equal in fair market value to the purchase price of the shares to be acquired pursuant to the Option, by withholding some of the shares of National Penn Common Stock which are being purchased upon exercise of an Option, or any combination of the foregoing. With respect to subclause (iii) hereof, the shares of National Penn Common Stock delivered to pay the purchase price must have been shares of National Penn Common Stock acquired by the Optionee (or any beneficiary of an Optionee) which shares have been held for a period of not less than six months.
- (h) No Optionee shall have any voting or dividend rights or other rights of a shareholder in respect of any shares of National Penn Common Stock covered by an Option prior to the time that his or her name is recorded on National Penn's shareholder ledger as the holder of record of such shares acquired pursuant to the exercise of an Option.

8. **Withholding**

(a) National Penn may withhold from any cash payment made under this Plan sufficient amounts to cover any applicable minimum withholding and employment taxes, and if the amount of such cash payment is insufficient, National Penn may require the Optionee to pay to National Penn the amount required to be withheld as a condition to delivering the shares acquired pursuant to an Option. National Penn also may withhold or collect amounts with respect to a disqualifying disposition of shares of National Penn Common Stock acquired pursuant to exercise of an Incentive Stock Option.

(b) The Board or the Committee is authorized to adopt rules, regulations or procedures which provide for the satisfaction of an Optionee's tax withholding obligation by the retention of shares of National Penn Common Stock to which the Optionee would otherwise be entitled pursuant to an Option and/or by the Optionee's delivery of previously owned shares of National Penn Common Stock or other property.

9. **Amendment, Supplement, Suspension and Termination**

The Board reserves the right at any time, and from time to time, to amend or supplement this Plan in any way, or to suspend or terminate it, effective as of such date, which date may be either before or after the taking of such action, as may be specified by the Board; provided, however, that such action shall not affect Options substituted pursuant to the Plan prior to the actual date on which such action occurred. If an amendment or supplement of this Plan is required by the Code or the regulations thereunder to be approved by National Penn shareholders in order for Incentive Stock Options to retain their status as "incentive stock options" (as that term is defined in Section 422(b) of the Code and regulations thereunder) pursuant to the amended or supplemented Plan, such amendment or supplement shall also be approved by the National Penn shareholders in such manner as is prescribed by the Code and the regulations thereunder. If the Board voluntarily submits a proposed amendment, supplement, suspension or termination for shareholder approval, such submission shall not require any future amendments, supplements, suspensions or terminations (whether or not relating to the same provision or subject matter) to be similarly submitted for shareholder approval.

10. **Effectiveness of Plan**

This Plan shall become effective on the Effective Date.

11. **General Conditions**

(a) Nothing contained this Plan or any Option substituted pursuant to this Plan shall confer upon any Employee the right to continue in the employ of National Penn or any Subsidiary or interfere in any way with the rights of National Penn or any Subsidiary to terminate his or her employment in any way.

(b) References in this plan to the Code shall be deemed to also refer to the corresponding provisions of any future United States revenue law.

(c) Except to the extent preempted by federal law, this Plan document, and any agreements issued pursuant hereto, shall be construed, administered and enforced in accordance with the domestic internal law of the Commonwealth of Pennsylvania.

(d) The use of the masculine pronoun shall include the feminine gender whenever appropriate.

NATIONAL PENN BANCSHARES, INC.

KNBT BANCORP, INC./FIRST COLONIAL GROUP, INC.

SUBSTITUTE 2001 STOCK OPTION PLAN

As assumed, amended and restated effective February 1, 2008

1. **Purpose of Plan**

(a) The purpose of the First Colonial Group, Inc. 2001 Stock Option Plan (the “2001 FCG Plan”) was to provide additional incentive to officers, other key employees, and directors of, and important consultants to, First Colonial Group, Inc., a Pennsylvania corporation (“FCG”), and each present or future parent or subsidiary corporation, by encouraging them to invest in shares of FCG’s common stock, \$5.00 par value per share (“FCG Common Stock”), and thereby acquire a proprietary interest in FCG and an increased personal interest in FCG’s continued success and progress. To the extent not already exercisable, options granted under the 2001 FCG Plan became fully exercisable upon execution of an Agreement and Plan of Merger (“KNBT /FCG Merger Agreement”) between FCG, KNBT Bancorp, Inc. (“KNBT”) and Keystone Savings Bank dated as of March 5, 2003. The Agreement and Plan of Merger provided that upon completion of the acquisition of FCG, KNBT would assume the stock options that previously had been issued by FCG under the 2001 FCG Plan and which remained unexercised as of October 31, 2003.

(b) Options under the Plan. Incentive Stock Options and Non-Qualified Stock Options were granted within the limitations of the Plan herein described.

(c) Capitalized Terms. Capitalized terms and phrases used and not otherwise defined herein shall have the meanings given in Section 2 hereof.

2. **Definitions.** Unless the context requires otherwise, the following terms shall have the following definitions for the purposes of this Plan (such definitions to be equally applicable to both the singular and the plural form of the term defined):

(a) “2001 KNBT Substitute Options” means rights to acquire KNBT common stock pursuant to the 2001 FCG Plan, as assumed by KNBT.

(b) “Board” means the Board of Directors of National Penn.

(c) “Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(d) “Committee” means the Compensation Committee of the Board, which shall be comprised of, at all times, two or more directors appointed by the Board pursuant to Section 6 hereof, and each of whom shall be: (i) “non-employee directors” as such term is defined under the rules and regulations adopted from time to time by the Securities and Exchange Commission pursuant to Section 16(b) of the Exchange Act; and (ii) “outside directors” within the meaning of Section 162(m) of the Code.

- (e) “Director” means a member of the Board of Directors of FCG, KNBT or a Subsidiary or any successors thereto, including Non-Employee Directors as well as Officers and Employees serving as Directors.
- (f) “Disability” means any physical or mental impairment which (a) qualifies an Optionee for disability benefits under the applicable long-term disability plan maintained by National Penn or a Subsidiary or (b) if no such plan applies, would qualify such Optionee for disability benefits under the long-term disability plan maintained by National Penn, if such individual were covered by that plan, as determined in the sole discretion of the Committee.
- (g) “Effective Date” means February 1, 2008.
- (h) “Employee” means any person who was employed by FCG, KNBT or a Subsidiary, or was an Officer of FCG, KNBT or a Subsidiary, but not including directors who were not also Officers of or otherwise employed by FCG, KNBT or a Subsidiary.
- (i) “Exchange Act” means the Securities Exchange Act of 1934, as amended.
- (j) “Incentive Stock Option” means any 2001 KNBT Substitute Option which qualified as an incentive stock option within the meaning of Section 422 of the Code.
- (k) “Merger Agreement” shall mean the Agreement of Reorganization and Merger dated as of September 6, 2007, by and between National Penn and KNBT.
- (l) “National Penn” means National Penn Bancshares, Inc.
- (m) “National Penn Common Stock” means shares of the common stock of National Penn (without par value) as described in National Penn’s Articles of Incorporation
- (n) “Non-Employee Director” means a member of the Board of Directors of FCG, KNBT or any Subsidiary, or a former Officer or Employee of FCG, KNBT and/or any Subsidiary serving as a Director, who was not then an Officer or Employee of FCG, KNBT or any Subsidiary.
- (o) “Non-Qualified Stock Option” means any 2001 KNBT Substitute Option which was not an Incentive Stock Option.
- (p) “Officer” means an Employee whose position with FCG, KNBT or a Subsidiary was that of a corporate officer, as determined by the Board of Directors of FCG or KNBT.
- (q) “Options” means one of the substitute incentive stock options or substitute non-qualified stock options issued pursuant to the 2001 FCG Plan and the Merger Agreement, exercisable for a total of 401,920 shares of National Penn Common Stock, subject to adjustment as provided in Section 6 hereof.

(r) “Optionee” means an Employee or Non-Employee Director or former Employee or Non-Employee Director to whom a 2001 KNBT Substitute Option was issued under the 2001 FCG Plan, as assumed by KNBT pursuant to the KNBT/FCG Merger Agreement.

(s) “Plan” means the National Penn Bancshares, Inc. KNBT Bancorp, Inc./First Colonial Group, Inc. Substitute 2001 Stock Option Plan.

(s) “Subsidiaries” means, prior to the Effective Date, those subsidiaries of FCG or KNBT which met the definition of “subsidiary corporations” set forth in Section 424(f) of the Code, and, after the Effective Date, any subsidiary corporation of National Penn within the meaning of Section 424(f) of the Code.

3. Assumption of 2001 FCG Plan by National Penn

(a) On the Effective Date, KNBT was merged with and into National Penn, with National Penn surviving such merger, under the name, articles of incorporation and bylaws of National Penn, pursuant to the Merger Agreement.

(b) On the Effective Date, pursuant to the Merger Agreement, each outstanding option to purchase KNBT common stock, as assumed by KNBT under the 2001 FCG Plan that remained unexercised was vested pursuant to the terms of the 2001 FCG Plan and automatically converted into a substitute option to purchase National Penn Common Stock.

(c) The number of shares subject to each substitute stock option and the exercise price for those shares were adjusted to prevent any alteration of the economic value of the original option, as measured immediately prior to and immediately following the Effective Date.

(d) Immediately prior to the Effective Date, there were Non-Qualified Stock Options outstanding under the 2001 FCG Plan for 343,066 shares of KNBT common stock, all of which were automatically converted into substitute options in accordance with the provisions of Section 2.05(a) of the Merger Agreement. The number of shares of National Penn Common Stock subject to each substitute non-qualified stock option is equal to the number of shares of KNBT common stock originally subject to the 2001 KNBT Substitute Option immediately prior to the Effective Date times 1.03 (the “Exchange Ratio” as defined and set forth in Section 2.02 of the Merger Agreement), rounded down to the nearest share. As a result, Non-Qualified Options 100% vested and presently exercisable for 353,352 shares of National Penn Common Stock are outstanding.

(e) Immediately prior to the Effective Date, there were Incentive Stock Options outstanding under the 2001 FCG Plan for 47,161 shares of KNBT common stock, all of which were automatically converted into substitute options in accordance with the provisions of Section 2.05(a) of the Merger Agreement. The number of shares of National Penn Common Stock subject to each substitute incentive stock option is equal to the number of shares of KNBT common stock originally subject to the 2001 KNBT Substitute Option immediately prior to the Effective Date times 1.03 (the “Exchange Ratio” as defined and set forth in Section 2.02 of the Merger Agreement), rounded down to the nearest share. As a result, Incentive Stock Options 100% vested and presently exercisable for 48,568 shares of National Penn Common Stock are outstanding.

(f) This Plan reflects National Penn's assumption of the 2001 FCG Plan and of the stock options outstanding under the 2001 FCG Plan as of the Effective Date, on the terms and conditions provided in the Merger Agreement, and National Penn's determination to delete provisions of the 2001 KNBT Plan inapplicable to such outstanding options. This Plan amends and restates the 2001 Plan accordingly.

4. **Aggregate Number of Shares**

The total number of shares of National Penn Common Stock subject to Incentive Stock Options under the Plan is 48,568 shares, and the total number of shares of National Penn Common Stock subject to Non-Qualified Stock Options under the Plan is 353,352 shares, for a total aggregate number of 401,920 shares of National Penn Common Stock subject to Options under the Plan, subject to adjustment in accordance with this Section. Notwithstanding the foregoing, in the event of any change in the outstanding shares of National Penn Common Stock by reason of a stock dividend, stock split, combination of shares, recapitalization, merger, consolidation, transfer of assets, reorganization, conversion or what the Committee deems in its sole discretion to be similar circumstances, the aggregate number and kind of shares which may be issued under this Plan shall be appropriately adjusted in a manner determined in the sole discretion of the Committee. Where appropriate, outstanding Options shall also be amended by the Committee as to its exercise price and other terms as may be necessary to equitably reflect the foregoing events, provided, however, that no adjustment shall be made which will cause an Incentive Stock Option to lose its status as an incentive stock option within the meaning of Section 422 and related sections of the Code; rather, in the case of Incentive Stock Options, any adjustments required to be made shall be made in a manner consistent with Section 424(a) of the Code and Treas. Reg. §1.425-1(a)(4)(i). If there shall be any other change in the number or kind of outstanding shares of Common Stock, or any shares into which such shares shall have been changed, or for which the Committee shall, in its sole discretion, determine that such change equitably requires an adjustment in any outstanding Options, such adjustments shall be made in accordance with the Committee's determination. Re-acquired shares of Common Stock, as well as unissued shares, may be used for the purpose of this Plan.

5. **Class of Persons Eligible to Receive Options**

All Officers and key employees of FCG or any FCG Subsidiary prior to the effective date of the merger of FCG with and into KNBT were eligible to receive an option or options under this Plan. All Non-Employee Directors of, and important consultants to, FCG or any FCG subsidiary were also eligible to receive one or more option or options under this Plan. The individuals who received options were selected by the Committee, in its sole discretion, except as otherwise specified in Section 6 hereof.

Other than the persons who received Options on the Effective Date pursuant to the Merger Agreement, no persons are eligible to participate in the Plan.

6. **Administration of Plan**

(a) This Plan shall be administered by the Board or by the Committee. The term “Committee,” as used in this Plan and the Options substituted hereunder, refers to either the Board or to the Committee, whichever is then administering this Plan. Subject to the numerical limitations on Committee membership set forth in Section 2(e) hereof, the Board may at any time appoint additional members of the Committee and may at any time remove any member of the Committee with or without cause. Vacancies in the Committee, however caused, may be filled by the Board, if it so desires.

(b) The Board or the Committee shall adopt such rules for the conduct of its business and administration of this Plan as it considers desirable. A majority of the members of the Board or the Committee shall constitute a quorum for all purposes. The vote or written consent of a majority of the members of the Board or the Committee on a particular matter shall constitute the act of the Board or the Committee on such matter. The Board or the Committee shall have the right to construe the Plan and the Options, to correct defects and omissions and to reconcile inconsistencies to the extent necessary to effectuate the Plan and the Options, and such action shall be final, binding and conclusive upon all parties concerned.

(c) Neither the Board nor the Committee has the authority to grant any stock options under the Plan in addition to the Options set forth in Section 3 hereof.

(d) No member of the Committee or the Board shall be liable for any act or omission (whether or not negligent) taken or omitted in good faith, or for the exercise of an authority or discretion granted in connection with the Plan to the Committee or the Board or for the acts or omissions of any other members of the Committee of the Board.

7. **Terms and Conditions of Stock Option Awards**

(a) Each Optionee will be notified in writing of the number of shares of National Penn Common Stock subject to and the exercise price of each Incentive Stock Option and/or Non-Qualified Option he or she holds pursuant to the Plan. The notification will also include such other terms, conditions, restrictions and privileges as original 2001 KNBT Substitute Options contained, provided that they are not inconsistent with the terms, conditions and provisions of this Plan.

(b) The per share exercise price of the National Penn Common Stock covered by each Non-Qualified Stock Option is equal to the quotient of: (i) the product of the original per share exercise price of that option times 1.03 (the “Exchange Ratio” as defined and set forth in Section 2.02 of the Merger Agreement), provided that such exercise price shall be rounded up to the nearest cent.

(c) The per share exercise price of the National Penn Common Stock covered by each Incentive Stock Option is equal to the quotient of: (i) the product of the original per share exercise price of that option times 1.03 (the “Exchange Ratio” as defined and set forth in Section 2.02 of the Merger Agreement), provided that such exercise price shall be rounded up to the nearest cent.

(d) Each Incentive Stock Option shall be further adjusted as required by Sections 409A and 424 of the Code so as not to constitute a modification, extension or renewal of that option within the meaning of Sections 409A and 424(h) of the Code.

(e) No Option shall be exercisable after the first to occur of the following:

(i) Expiration of the Option term originally fixed by the Board of Directors of FCG.

(ii) Expiration of three months from the date the Optionee's employment with National Penn or any Subsidiary terminates for any reason other than Disability or death;

(iii) Expiration of one year from the date the Optionee's employment with National Penn or any Subsidiary terminates by reason of the Optionee's Disability;

(iv) Expiration of one year from the date the Optionee's service as a Non-Employee Director with National Penn or any Subsidiary terminates; or

(v) Expiration of one year from the date the Optionee's employment or service as a Non-Employee Director with National Penn or any Subsidiary terminates by reason of the Optionee's death.

(f) No Option granted under the 2001 FCG Plan or substituted hereunder may be transferred except by will or by the laws of descent and distribution. During the lifetime of the Optionee, such Option may be exercised only by him or her or his or her guardian or legal representative.

(g) Options may be exercised in part or in whole and at one time or from time to time. The procedures for exercise shall be set forth in the written stock option agreement delivered in connection with the substitution of each Option.

(h) Payment in full of the purchase price for shares of National Penn Common Stock purchased pursuant to the exercise of any Option shall be made to National Penn upon exercise of the Option. All shares sold under the Plan shall be fully paid and nonassessable. Payment for shares may be made by the Optionee (i) in cash or by check, (ii) by delivery of a properly executed exercise notice, together with irrevocable instructions to a broker to sell the shares and then to properly deliver to National Penn the amount of sale proceeds to pay the exercise price and any withholding taxes due, all in accordance with applicable laws and regulations, or (iii) at the discretion of the Board or the Committee, by delivering shares of National Penn Common Stock (including shares acquired pursuant to the previous exercise of an Option) equal in fair market value to the purchase price of the shares to be acquired pursuant to the Option, by withholding some of the shares of National Penn Common Stock which are being purchased upon exercise of an Option, or any combination of the foregoing. With respect to subclause (iii) hereof, the shares of National Penn Common Stock delivered to pay the purchase price must have been shares of National Penn Common Stock acquired by the Optionee (or any beneficiary of an Optionee) which shares have been held for a period of not less than six months.

(i) No Optionee shall have any voting or dividend rights or other rights of a shareholder in respect of any shares of National Penn Common Stock covered by an Option prior to the time that his or her name is recorded on National Penn's shareholder ledger as the holder of record of such shares acquired pursuant to the exercise of an Option.

8. Withholding

(a) National Penn may withhold from any cash payment made under this Plan sufficient amounts to cover any applicable minimum withholding and employment taxes, and if the amount of such cash payment is insufficient, National Penn may require the Optionee to pay to National Penn the amount required to be withheld as a condition to delivering the shares acquired pursuant to an Option. National Penn also may withhold or collect amounts with respect to a disqualifying disposition of shares of National Penn Common Stock acquired pursuant to exercise of an Incentive Stock Option.

(b) The Board or the Committee is authorized to adopt rules, regulations or procedures which provide for the satisfaction of an Optionee's tax withholding obligation by the retention of shares of National Penn Common Stock to which the Optionee would otherwise be entitled pursuant to an Option and/or by the Optionee's delivery of previously owned shares of National Penn Common Stock or other property.

9. Amendment, Supplement, Suspension and Termination

The Board reserves the right at any time, and from time to time, to amend or supplement this Plan in any way, or to suspend or terminate it, effective as of such date, which date may be either before or after the taking of such action, as may be specified by the Board; provided, however, that such action shall not affect Options substituted pursuant to the Plan prior to the actual date on which such action occurred. If an amendment or supplement of this Plan is required by the Code or the regulations thereunder to be approved by the shareholders of National Penn in order for Incentive Stock Options to retain their status as "incentive stock options," (as that term is defined in Section 422(b) of the Code and regulations thereunder) pursuant to the amended or supplemented Plan, such amendment or supplement shall also be approved by the shareholders of National Penn in such manner as is prescribed by the Code and the regulations thereunder. If the Board voluntarily submits a proposed amendment, supplement, suspension or termination for shareholder approval, such submission shall not require any future amendments, supplements, suspensions or terminations (whether or not relating to the same provision or subject matter) to be similarly submitted for shareholder approval.

10. Effectiveness of Plan

This Plan shall become effective on the Effective Date.

11. **General Conditions**

(a) Nothing contained in this Plan or any Option substituted pursuant to this Plan shall confer upon any Employee the right to continue in the employ of National Penn or any Subsidiary or interfere in any way with the rights of National Penn or any Subsidiary to terminate his or her employment in any way.

(b) Nothing contained in this Plan or any Option substituted pursuant to this Plan shall confer upon any Non-Employee Director or consultant the right to continue as a Non-Employee Director of, or consultant to, National Penn or any Subsidiary or interfere in any way with the rights of National Penn or any Subsidiary, or their respective shareholders, to terminate the directorship of any such Non-Employee Director or the consultancy relationship of any such consultant.

(c) References in this Plan to the Code shall be deemed to also refer to the corresponding provisions of any future United States revenue law.

(d) Except to the extent preempted by federal law, this Plan document, and any agreements issued pursuant hereto, shall be construed, administered and enforced in accordance with the domestic internal law of the Commonwealth of Pennsylvania.

(e) The use of the masculine pronoun shall include the feminine gender whenever appropriate.

**NATIONAL PENN BANCSHARES, INC.
KNBT BANCORP, INC.
SUBSTITUTE 2004 STOCK OPTION PLAN**

As assumed, amended and restated effective February 1, 2008

**ARTICLE I
ESTABLISHMENT OF THE PLAN**

1.01 National Penn Bancshares, Inc. (“National Penn”) hereby establishes this Substitute 2004 Stock Option Plan (the “Plan”) as required by the terms of Section 2.05 of the Agreement and Plan of Merger dated as of September 6, 2007 (the “Merger Agreement”), by and between National Penn and KNBT Bancorp, Inc. (“KNBT”), upon the terms and conditions hereinafter stated.

**ARTICLE II
PURPOSE OF THE PLAN**

2.01 Purpose. The purpose of the KNBT Bancorp, Inc. 2004 Stock Option Plan (the “2004 KNBT Plan”) was to improve the growth and profitability of KNBT and its Subsidiaries by providing Employees and Non-Employee Directors with a proprietary interest in KNBT as an incentive to contribute to the success of KNBT and its Subsidiaries, and to reward Employees and Non-Employee Directors for outstanding performance.

2.02 Options Under the Plan. Incentive Stock Options and Non-Qualified Options were granted within the limitations of the Plan herein described.

2.03 Capitalized Terms. Capitalized terms and phrases used and not otherwise defined herein shall have the meanings given in Article III hereof.

**ARTICLE III
DEFINITIONS**

The following words and phrases when used in this Plan with an initial capital letter, unless the context clearly indicates otherwise, shall have the meanings set forth below. Wherever appropriate, the masculine pronouns shall include the feminine pronouns and the singular shall include the plural.

3.01 “Advisory Director” means a person appointed to serve in such capacity by the Board of either KNBT or Keystone Nazareth Bank & Trust Company.

3.02 “Beneficiary” means the person or persons designated by an Optionee to receive any benefits payable under the 2004 KNBT Plan in the event of such Optionee’s death. Such person or persons were designated in writing on forms provided for that purpose by the KNBT Committee charged with administering the 2004 KNBT Plan and may be changed from time to time by similar written notice to the Committee. In the absence of a written designation, the Beneficiary shall be the Optionee’s surviving spouse, if any, or if none, his or her estate.

- 3.03 “Board” means the Board of Directors of National Penn.
- 3.04 “Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.
- 3.05 “Committee” means the Compensation Committee of the Board, which shall be comprised of, at all times, two or more directors appointed by the Board pursuant to Article IV hereof, and each of whom shall be: (a) “non-employee directors” as such term is defined under the rules and regulations adopted from time to time by the Securities and Exchange Commission pursuant to Section 16(b) of the Exchange Act; and (b) “outside directors” within the meaning of Section 162(m) of the Code.
- 3.06 “Director” means a member of the Board of Directors of KNBT or a Subsidiary or any successors thereto, including Non-Employee Directors as well as Officers and Employees serving as Directors.
- 3.07 “Disability” means any physical or mental impairment which (a) qualifies an Optionee for disability benefits under the applicable long-term disability plan maintained by National Penn or a Subsidiary or (b) if no such plan applies, would qualify such Optionee for disability benefits under the long-term disability plan maintained by National Penn, if such individual were covered by that plan, as determined in the sole discretion of the Committee.
- 3.08 “Effective Date” means February 1, 2008.
- 3.09 “Employee” means any person who was employed by KNBT or a Subsidiary, or was an Officer of KNBT or a Subsidiary, but not including directors who were not also Officers of or otherwise employed by KNBT or a Subsidiary.
- 3.10 “Exchange Act” means the Securities Exchange Act of 1934, as amended.
- 3.11 “Incentive Stock Option” means any KNBT Option which qualified as an incentive stock option within the meaning of Section 422 of the Code.
- 3.12 “KNBT Options” means rights to acquire KNBT common stock pursuant to the 2004 KNBT Plan.
- 3.13 “National Penn Common Stock” means shares of the common stock of National Penn (without par value) as described in National Penn’s Articles of Incorporation.
- 3.14 “Non-Employee Director” means a member of the Board of Directors of KNBT or any Subsidiary, including an Advisory Director of the Board of Directors of KNBT and/or any Subsidiary, or a former Officer or Employee of KNBT and/or any Subsidiary serving as a Director or Advisory Director, who was not then an Officer or Employee of KNBT or any Subsidiary.

3.15 “Non-Qualified Option” means any KNBT Option which was not an Incentive Stock Option.

3.16 “Officer” means an Employee whose position with KNBT or a Subsidiary was that of a corporate officer, as determined by the Board of Directors of KNBT.

3.17 “Options” means one of the substitute incentive stock options or substitute non-qualified options issued pursuant to the 2004 KNBT Plan and the Merger Agreement, exercisable for a total of 1,740,055 shares of National Penn Common Stock, subject to adjustment as provided in Section 6.01 hereof.

3.18 “Optionee” means an Employee or Non-Employee Director or former Employee or Non-Employee Director to whom a KNBT Option was granted under the 2004 KNBT Plan.

3.19 “Retirement” means:

(a) With respect to Employees, a termination of employment which constitutes a “retirement” at the “normal retirement age” or later under the National Penn Capital Accumulation Plan or such other qualified pension benefit plan maintained by National Penn as may be designated by the Board or the Committee, or, if no such plan is applicable, which would constitute “retirement” under the National Penn Capital Accumulation Plan, if such individual were a participant in that plan.

(b) With respect to Non-Employee Directors, retirement from service on the Board of National Penn or a Subsidiary (including service on the KNBT Regional Board (as defined in the Merger Agreement)) after reaching normal retirement age as established by National Penn.

3.20 “Subsidiaries” means, prior to the Effective Date, those subsidiaries of KNBT which met the definition of “subsidiary corporations” set forth in Section 424(f) of the Code, and, after the Effective Date, any subsidiary corporation of National Penn within the meaning of Section 424(f) of the Code.

ARTICLE IV ASSUMPTION OF 2004 KNBT PLAN BY NATIONAL PENN

4.01. Assumption of the 2004 KNBT Plan by National Penn.

(a) On the Effective Date, KNBT was merged with and into National Penn, with National Penn surviving such merger, under the name, articles of incorporation and bylaws of National Penn, pursuant to the Merger Agreement.

(b) On the Effective Date, pursuant to the Merger Agreement, each outstanding option to purchase KNBT common stock under the 2004 KNBT Plan that remained unexercised was vested pursuant to the terms of the 2004 KNBT Plan and automatically converted into a substitute option to purchase National Penn Common Stock.

- (c) The number of shares subject to each substitute stock option and the exercise price for those shares were adjusted to prevent any alteration of the economic value of the original option, as measured immediately prior to and immediately following the Effective Date.
- (d) Immediately prior to the Effective Date, there were Non-Qualified Options outstanding under the 2004 KNBT Plan for 837,123 shares of KNBT common stock, all of which were automatically converted into substitute options in accordance with the provisions of Section 2.05(a) of the Merger Agreement. The number of shares of National Penn Common Stock subject to each substitute non-qualified option is equal to the number of shares of KNBT common stock originally subject to the KNBT Option immediately prior to the Effective Date times 1.03 (the "Exchange Ratio" as defined and set forth in Section 2.02 of the Merger Agreement), rounded down to the nearest share. As a result, Non-Qualified Options 100% vested and presently exercisable for 862,236 shares of National Penn Common Stock are outstanding.
- (e) Immediately prior to the Effective Date, there were Incentive Stock Options outstanding under the 2004 KNBT Plan for 852,307 shares of KNBT common stock, all of which were automatically converted into substitute options in accordance with the provisions of Section 2.05(a) of the Merger Agreement. The number of shares of National Penn Common Stock subject to each substitute incentive stock option is equal to the number of shares of KNBT common stock originally subject to the KNBT option immediately prior to the Effective Date times 1.03 (the "Exchange Ratio" as defined and set forth in Section 2.02 of the Merger Agreement) rounded down to the nearest share. As a result, Incentive Stock Options 100% vested and presently exercisable for 877,819 shares of National Penn Common Stock are outstanding.
- (f) This Plan reflects National Penn's assumption of the 2004 KNBT Plan and of the stock options outstanding under the 2004 KNBT Plan as of the Effective Date, on the terms and conditions provided in the Merger Agreement, and National Penn's determination to delete provisions of the 2004 KNBT Plan inapplicable to such outstanding options. This Plan amends and restates the 2004 Plan accordingly.

**ARTICLE V
ADMINISTRATION OF THE PLAN**

5.01. Administration. The Plan shall be administered and interpreted by the Committee. The Board may from time to time remove members from, or add members to, the Committee. Vacancies on the Committee, howsoever caused, shall be filled by the Board.

5.02. Powers of the Committee.

(a) The Committee shall have the authority to adopt, amend and rescind such rules, regulations and procedures as, in its opinion, may be advisable in the administration of the Plan. The interpretation and construction by the Committee of any provisions of the Plan, any rule, regulation or procedure adopted by it pursuant thereto or of any Option shall be final and binding in the absence of action by the Board. It may appoint one of its members to be chairman and any person, whether or not a member, to be its secretary or agent. The Committee shall report its actions and decisions to the Board at appropriate times but in no event less than one time per calendar year.

(b) A majority of the members of the Committee shall constitute a quorum for all purposes. The vote or written consent of a majority of the members of the Committee on a particular matter shall constitute the act of the Committee on such matter. The Committee shall have the right to construe the Plan and the Options, to correct defects and omissions and to reconcile inconsistencies to the extent necessary to effectuate the Plan and the Options and such action shall be final, binding and conclusive upon all parties concerned.

(c) The Committee does not have the authority to grant any stock options under the Plan in addition to those Options set forth in Section 4.1 hereof.

5.03 Liability. No member of the Committee or the Board shall be liable for any act or omission (whether or not negligent) taken or omitted in good faith, or for the exercise of any authority or discretion granted in connection with the Plan to a Committee or the Board, or for the acts or omissions of any other members of a Committee or the Board.

**ARTICLE VI
COMMON STOCK COVERED BY THE PLAN**

6.01 Option Shares. The total number of shares of National Penn Common Stock subject to Incentive Stock Options under the Plan is 877,819 shares, and the total number of National Penn Common Stock subject to Non-Qualified Options under the Plan is 862,236 shares, for a total aggregate number of 1,740,055 shares of National Penn Common Stock subject to Options under the Plan, subject to adjustment as provided in Article VIII. Any fractional share of National Penn Common Stock resulting from the substitution of any individual KNBT Option shall be rounded down to the nearest share.

6.02 Source of Shares. The shares of National Penn Common Stock issued under the Plan may be authorized but unissued shares, treasury shares or shares purchased by National Penn on the open market or from private sources for use under the Plan.

**ARTICLE VII
TERMS AND CONDITIONS OF STOCK OPTION AWARDS**

7.01 No Further Eligible Optionees. Other than the persons who received Options on the Effective Date pursuant to the Merger Agreement, no persons are eligible to participate in the Plan. Prior to the Effective Date, the persons eligible to participate in the 2004 KNBT Plan were Employees or Non-Employee Directors of KNBT and its Subsidiaries.

7.02 Stock Option Agreement. Each Optionee will be notified in writing of the number of shares of National Penn Common Stock subject to and the exercise price of each Incentive Stock Option and/or Non-Qualified Option he or she holds pursuant to the Plan. The notification will also include such other terms, conditions, restrictions and privileges as original KNBT Options contained, provided that they are not inconsistent with the terms, conditions and provisions of this Plan.

7.03 Option Exercise Price.

(a) The per share exercise price of the National Penn Common Stock covered by each Non-Statutory Option is equal to the quotient of: (i) the product of the original per share exercise price of that option times 1.03 (the "Exchange Ratio" as defined and set forth in Section 2.02 of the Merger Agreement), provided that such exercise price shall be rounded up to the nearest cent.

(b) The per share exercise price of the National Penn Common Stock covered by each Incentive Stock Option is equal to the quotient of: (i) the product of the original per share exercise price of that option times 1.03 (the "Exchange Ratio" as defined and set forth in Section 2.02 of the Merger Agreement), provided that such exercise price shall be rounded up to the nearest cent.

(c) Each Incentive Stock Option shall be further adjusted as required by Sections 409A and 424 of the Code so as not to constitute a modification, extension or renewal of that option within the meaning of Sections 409A and 424(h) of the Code.

7.04 Termination of Options. No Option shall be exercisable after the first to occur of the following:

- (a) Expiration of the Option term originally fixed by the Board of Directors of KNBT or the Committee, as the case may be; or
- (b) Expiration of ten years from the date the KNBT Option was granted.

7.05 Transfers. No Option granted under the Plan may be transferred except by will or by the laws of descent and distribution. During the lifetime of the Optionee, such Option may be exercised only by him or her or his or her guardian or legal representative. Notwithstanding the foregoing, or any other provision of this Plan, an Optionee who holds Non-Qualified Options may transfer such Options to his or her immediate family or to a duly established trust for the benefit of one or more of these individuals. For purposes hereof, "immediate family" includes but is not necessarily limited to, the Optionee's spouse, children (including step children), parents, grandchildren and great grandchildren. Options so transferred may thereafter be transferred only to the Optionee who originally received the grant or to an individual or trust to whom the Optionee could have initially transferred the Option pursuant to this Section 7.05. Options which are transferred pursuant to this Section 7.05 shall be exercisable by the transferee according to the same terms and conditions as applied to the Optionee.

7.06 Exercise of Options. Options may be exercised in part or in whole and at one time or from time to time. The procedures for exercise shall be set forth in the written stock option agreement delivered in connection with the substitution of each Option.

7.07 Payment for Shares. Payment in full of the purchase price for shares of National Penn Common Stock purchased pursuant to the exercise of any Option shall be made to National Penn upon exercise of the Option. All shares sold under the Plan shall be fully paid and nonassessable. Payment for shares may be made by the Optionee (i) in cash or by check, (ii) by delivery of a properly executed exercise notice, together with irrevocable instructions to a broker to sell the shares and then to properly deliver to National Penn the amount of sale proceeds to pay the exercise price and any withholding taxes due, all in accordance with applicable laws and regulations, or (iii) at the discretion of the Board or the Committee, by delivering shares of National Penn Common Stock (including shares acquired pursuant to the previous exercise of an Option) equal in fair market value to the purchase price of the shares to be acquired pursuant to the Option, by withholding some of the shares of National Penn Common Stock which are being purchased upon exercise of an Option, or any combination of the foregoing. With respect to subclause (iii) hereof, the shares of National Penn Common Stock delivered to pay the purchase price must have been shares of National Penn Common Stock acquired by the Optionee (or any beneficiary of an Optionee) which shares have been held for a period of not less than six months.

7.08 Voting and Dividend Rights. No Optionee shall have any voting or dividend rights or other rights of a shareholder in respect of any shares of National Penn Common Stock covered by an Option prior to the time that his or her name is recorded on National Penn's shareholder ledger as the holder of record of such shares acquired pursuant to the exercise of an Option.

ARTICLE VIII ADJUSTMENTS FOR CAPITAL CHANGES

8.01 Adjustments for Capital Changes. The aggregate number of shares of National Penn Common Stock subject to Incentive Stock Options and Non-Qualified Options under this Plan, the number of shares to which any Option relates, and the exercise price per share of National Penn Common Stock under any Option shall be proportionately adjusted for any increase or decrease in the total number of outstanding shares of National Penn Common Stock issued subsequent to the effective date of this Plan resulting from a split, subdivision or consolidation of shares or any other capital adjustment, the payment of a stock dividend, or other increase or decrease in such shares effected without receipt or payment of consideration by National Penn. If, upon a merger, consolidation, reorganization, liquidation, recapitalization or the like of National Penn, the shares of National Penn's Common Stock shall be exchanged for other securities of National Penn or of another corporation, each Option shall be converted, subject to the conditions herein stated, into the right to purchase or acquire such number of shares of National Penn Common Stock or amount of other securities of National Penn or such other corporation as were exchangeable for the number of shares of National Penn Common Stock which such Optionee would have been entitled to purchase or acquire except for such action, and appropriate adjustments shall be made to the per share exercise price of outstanding Options.

**ARTICLE IX
AMENDMENT AND TERMINATION OF THE PLAN**

9.01 Amendment and Termination of the Plan. The Board may, by resolution, at any time terminate or amend the Plan with respect to any shares of National Penn Common Stock as to which Options have not been granted, subject to any required shareholder approval or any shareholder approval which the Board may deem to be advisable for any reason, such as for the purpose of obtaining or retaining any statutory or regulatory benefits under tax, securities or other laws or satisfying any applicable stock exchange listing requirements. The Board may not, without the consent of the holder of an Option, alter or impair any Option previously granted or awarded under this Plan except as provided by Article VIII hereof or except as specifically authorized herein.

Notwithstanding anything to the contrary herein, in no event shall the Board without shareholder approval amend the Plan or shall the Board or the Committee amend an Option in any manner that effectively allows the repricing of any Option previously granted under the Plan either through a reduction in the Exercise Price or through the cancellation and regrant of a new Option in exchange for the cancelled Option (except as permitted pursuant to Article VIII in connection with a change in National Penn's capitalization).

**ARTICLE X
EMPLOYMENT RIGHTS**

10.1 No Right to Employment. Nothing contained in the Plan or in any instrument under the Plan shall create any right on the part of any Employee or Non-Employee Director of National Penn or a Subsidiary to continue in such capacity.

**ARTICLE XI
WITHHOLDING**

11.01 Tax Withholding. National Penn may withhold from any cash payment made under this Plan sufficient amounts to cover any applicable minimum withholding and employment taxes, and if the amount of such cash payment is insufficient, National Penn may require the Optionee to pay to National Penn the amount required to be withheld as a condition to delivering the shares acquired pursuant to an Option. National Penn also may withhold or collect amounts with respect to a disqualifying disposition of shares of National Penn Common Stock acquired pursuant to exercise of an Incentive Stock Option.

11.02 Methods of Tax Withholding. The Board or the Committee is authorized to adopt rules, regulations or procedures which provide for the satisfaction of an Optionee's tax withholding obligation by the retention of shares of National Penn Common Stock to which the Optionee would otherwise be entitled pursuant to an Option and/or by the Optionee's delivery of previously owned shares of National Penn Common Stock or other property.

**ARTICLE XII
EFFECTIVE DATE OF THE PLAN; TERM**

12.01 Effective Date of the Plan. This Plan shall be effective on the Effective Date.

12.02 Term of Plan. If not terminated by the Board at an earlier time, then, at such time as all Options outstanding under the Plan have either been exercised, lapsed unexercised, or been terminated, forfeited or cancelled as provided herein, the Plan shall terminate.

**ARTICLE XIII
MISCELLANEOUS**

13.01 Governing Law. To the extent not governed or preempted by Federal law, this Plan document, and any agreements issued pursuant hereto, shall be construed, administered and enforced under the laws of the Commonwealth of Pennsylvania

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Section 4: EX-10.79 (EXHIBIT 10.79)

Exhibit 10.79

EXECUTIVE AGREEMENT

THIS AGREEMENT is made as of this 1st day of January 1, 2008, among NATIONAL PENN BANCSHARES, INC., a Pennsylvania business corporation having its principal place of business in Boyertown, Pennsylvania ("NPB"), NATIONAL PENN BANK, a national banking association having its principal place of business in Boyertown, Pennsylvania ("Bank"), and H. Anderson Ellsworth, an individual residing at 65 Wellington Blvd., Wyomissing, Pennsylvania ("Executive").

W I T N E S S E T H :

WHEREAS, Executive is employed by NPB and Bank as Executive Vice President of Bank's SEC Reporting; and

WHEREAS, the Boards of Directors of NPB and Bank deem it advisable to provide Executive with certain additional benefits in the event of certain changes in control of NPB or Bank so that Executive will continue to attend to the business of NPB and Bank without distraction in the face of the potentially disturbing circumstances arising therefrom.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and each intending to be legally bound, NPB, Bank and Executive agree as follows:

1. Definitions. The following terms have the meanings specified below:
 - a. "Affiliate" means any corporation which is included within a "controlled group of corporations" including NPB, as determined under Code Section 1563.
 - b. "Base Salary" means the Executive's annual base salary, established either by contract or by the Employer, prior to any reduction of such salary pursuant to any contribution to a tax-qualified plan under Section 401(k) of the Code.
 - c. "Cause" means the occurrence of either of the following, the result of which is the termination of Executive's Employment:
 - i. Executive's conviction of, or plea of guilty or nolo contendere to, a felony or a crime of falsehood or involving moral turpitude; or
 - ii. the willful failure by Executive to substantially perform his duties to Employer, other than a failure resulting from Executive's incapacity as a result of the Executive's disability, which willful failure results in demonstrable material injury and damage to Employer.



Notwithstanding the foregoing, Executive's Employment shall not be deemed to have been terminated for Cause if such termination took place as a result of:

- x. questionable judgment on the part of Executive;
 - y. any act or omission believed by Executive in good faith, to have been in or not opposed to the best interests of the Employer; or
 - z. any act or omission in respect of which a determination could properly be made that Executive met the applicable standard of conduct prescribed for indemnification or reimbursement or payment of expenses under the By-laws of NPB or the laws of the Commonwealth of Pennsylvania, or the directors and officers' liability insurance of NPB or any Employer, in each case as in effect at the time of such act or omission.
- d. "Change in Control" means:
- i. An acquisition by any "person" or "group" (as those terms are defined or used in Section 13(d) of the Exchange Act) of "beneficial ownership" (within the meaning of Rule 13d-3 under the Exchange Act) of securities of NPB representing 24.99% or more of the combined voting power of NPB's securities then outstanding;
 - ii. A merger, consolidation or other reorganization of Bank, except where the resulting entity is controlled, directly or indirectly, by NPB;
 - iii. A merger, consolidation or other reorganization of NPB, except where shareholders of NPB immediately prior to consummation of any such transaction continue to hold at least a majority of the voting power of the outstanding voting securities of the legal entity resulting from or existing after any transaction and a majority of the members of the Board of Directors of the legal entity resulting from or existing after any such transaction are former members of NPB's Board of Directors;
 - iv. A sale, exchange, transfer or other disposition of substantially all of the assets of the Employer to another entity, except to an entity controlled, directly or indirectly, by NPB;
 - v. A sale, exchange, transfer or other disposition of substantially all of the assets of NPB to another entity, or a corporate division involving NPB; or
 - vi. A contested proxy solicitation of the shareholders of NPB that results in the contesting party obtaining the ability to cast 25% or more of the votes entitled to be cast in an election of directors of NPB.
- e. "Code" means the Internal Revenue Code of 1986, as amended, and as the same may be amended from time to time.

- f. "Employer" means Bank, NPB or any Affiliate which employs Executive at any particular time.
- g. "Employment" means Executive's employment by Bank, NPB or any Affiliate at any particular time.
- h. "Exchange Act" means the Securities Exchange Act of 1934, as amended.

2. Resignation of Executive. If a Change in Control shall occur and if within one hundred eighty (180) days after the effective date of a Change in Control (or thirty (30) days after the completion of the conversion of the computer systems if such conversion is later than one hundred eighty (180) days after the effective date of a Change in Control, in either event, the "Transition Period") there shall be:

- a. Any involuntary termination of Executive's employment (other than for Cause);
- b. Any reduction in Executive's title, responsibilities or authority, including such title, responsibilities or authority as such may be increased from time to time;
- c. Any reduction in Executive's Base Salary in effect immediately prior to a Change in Control, or any failure to provide Executive with benefits at least as favorable as those enjoyed by Executive under any of the pension, life insurance, medical, health and accident, disability or other employee plans of NPB or an Affiliate in which Executive participated immediately prior to a Change in Control, or the taking of any action that would materially reduce any of such compensation or benefits in effect at the time of the Change in Control, unless such reduction relates to a reduction applicable to all employees generally;
- d. Any reassignment of Executive beyond a thirty (30) mile commute by automobile from Boyertown, Pennsylvania; or
- e. Any requirement that Executive travel in performance of his duties on behalf of NPB or an Affiliate for a greater period of time during any year than was required of Executive during the year preceding the year in which the Change in Control occurred (each of the foregoing, a "Triggering Event");

then, at the option of Executive, exercisable by Executive within one hundred eighty (180) days of the occurrence of any Triggering Event within the Transition Period, Executive may resign from Employment (or, if involuntarily terminated, give notice of intention to collect benefits hereunder) by delivering a notice in writing to NPB, in which case Executive shall be entitled to a lump sum cash severance payment equal to 150% of Executive's Base Salary in effect immediately prior to a Change in Control, which Employer shall pay to Executive within fifteen (15) days of Executive's termination of employment.

Executive shall not be required to mitigate the amount of any payment provided for in the preceding paragraph by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in the preceding paragraph be reduced by any compensation earned by Executive as the result of employment by another employer or by reason of Executive's receipt of or right to receive any retirement or other benefits after the date of termination of employment or otherwise, except as otherwise provided therein.

3. Out-Placement Services. If a Change in Control occurs and Executive exercises the option to resign from Employment (or is involuntarily terminated) as described in Section 2, Employer shall provide Executive with the services of a professional out-placement firm, if Executive so requests, for the period not to exceed one year from the date of Executive's resignation (or termination), at Employer's sole cost and expense, up to a maximum amount of Seven Thousand Five Hundred Dollars (\$7,500).
4. No Implied Rights; Rights on Termination of Employment.
- a. No Right to Continued Employment. Nothing in this Agreement shall confer upon Executive any right with respect to continuance of Employment by Employer, nor shall it interfere with or limit in any way the right of Employer to terminate Executive's Employment at any time.
- b. Voluntary Termination of Employment. If Executive terminates Executive's Employment with Employer at any time prior to a Change in Control, this Agreement shall terminate at that time and Employer shall have no further liability hereunder.
- c. Termination--Cause. If Employer terminates Executive's Employment at any time for Cause, this Agreement shall terminate at that time and Employer shall have no further liability hereunder.
- d. Termination—Without Cause. Employer may terminate Executive's Employment at any time without Cause. If Employer terminates Executive's employment at any time without Cause prior to a Change in Control, and if no event has been publicly announced that with the passing of time would constitute a Change in Control, this Agreement shall terminate at that time and Employer shall have no further liability hereunder. If Employer terminates Executive's Employment at any time prior to a Change in Control but subsequent to the occurrence of an event that has been publicly announced that with the passing of time would constitute a Change in Control, the provisions of Sections 2 and 3 of this Agreement shall apply to same extent as if Executive's Employment had been involuntarily terminated subsequent to a Change in Control.
5. Arbitration. Any dispute or controversy arising out of or relating to this Agreement and any controversy as to a termination for Cause shall be settled exclusively by arbitration, conducted before a panel of three arbitrators, in Reading, Pennsylvania, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrators' award in any court having jurisdiction.

6. Exclusive Benefit. Executive shall have no right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payment and the right thereto are expressly declared to be non-assignable and non-transferrable. In the event of any attempted assignment or transfer, this Agreement shall terminate at that time and Employer shall have no further liability hereunder.
7. Notices. Any notice required or permitted to be given under this Agreement shall be properly given if in writing and if mailed by registered or certified mail, postage prepaid with return receipt requested, to Executive's residence in the case of any notice to Executive, or to the attention of the President at the principal office of Bank, in the case of any notice to the Employer.
8. Entire Agreement. This Agreement contains the entire agreement relating to the subject matter hereof and may not be modified, amended or changed orally but only by an agreement in writing, consented to in writing by NPB, and signed by the party against whom enforcement of any modification, amendment or change is sought.
9. Benefits.
- a. This Agreement shall be binding upon and inure to the benefit of NPB and Bank and their respective successors and assigns. Each of NPB and Bank shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of NPB or Bank to expressly assume and agree to perform this Agreement in the same manner and to the same extent that NPB or Bank would be required to perform it if no such succession had taken place. Failure to obtain such assumption and agreement prior to the effectiveness of any such succession shall constitute a breach of this Agreement and the provisions of Sections 2 and 3 of this Agreement shall apply. As used in this Agreement, "NPB" or "Bank" shall mean NPB or Bank as defined previously and any successor to the business and/or assets of NPB or Bank as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.
- b. This Agreement shall be binding upon and inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, heirs, distributees, devisees and legatees.
10. Applicable Law. This Agreement shall be governed by and construed in accordance with the domestic internal law (but not the law of conflicts of law) of the Commonwealth of Pennsylvania.
11. Headings. The headings of the sections and subsections hereof are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the sections or subsections of this Agreement.

IN WITNESS WHEREOF, NPB and Bank have each duly caused this Agreement to be executed on its behalf by its duly authorized officers, and Executive has hereunto set his hand and seal, as of the day and year first above written.

NATIONAL PENN BANCSHARES, INC.

NATIONAL PENN BANK

By: /s/ Glenn E. Moyer
Name: Glenn E. Moyer
Title: President/CEO

By: /s/ Glenn E. Moyer
Name: Glenn E. Moyer
Title: Chair, President, CEO

Attest: /s/ Sandra L. Spayd
Name: Sandra L. Spayd
Title: GEVP

Attest: /s/ Sandra L. Spayd
Name: Sandra L. Spayd
Title: GEVP

Witness:

/s/ Pamela K. Koeshartanto

/s/ H. Anderson Ellsworth
H. Anderson Ellsworth

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Section 5: EX-10.83 (EXHIBIT 10.83)

Exhibit 10.83

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of January 28, 2008 by and among Keystone Nazareth Bank & Trust Company ("KNBT Bank"), KNBT Bancorp, Inc. ("KNBT"), National Penn Bank (the "Bank"), National Penn Bancshares, Inc. (the "Company") (the Bank and the Company are collectively referred to as the "Employer"), and Scott V. Fainor (the "Executive") and shall become effective as of the Effective Time (as defined below) and shall supersede, as of the Effective Time, any and all agreements relating to the matters contained herein.

WITNESSETH:

WHEREAS, the Executive is currently employed as the President and Chief Executive Officer of each of KNBT and KNBT Bank pursuant to an Amended and Restated Employment Agreement, dated December 28, 2006 (the "Prior Agreement");

WHEREAS, on September 6, 2007, the Company and KNBT entered into an Agreement (the "Merger Agreement") providing, among other things, for the merger of KNBT with and into the Company, to be followed by the Bank Merger (as defined in the Merger Agreement);

WHEREAS, as of the Effective Time (as defined below) the Executive will be employed by the Company and the Bank as the President and the Chief Executive Officer of the Bank and Senior Executive Vice President and Chief Operating Officer of the Company pursuant to the First Amendment to the Prior Agreement between the Company, the Bank, KNBT and KNBT Bank and the Executive effective September 6, 2007 (the "First Amendment");

WHEREAS, KNBT, KNBT Bank, the Company and the Bank desire to amend and restate the Prior Agreement in order to make changes to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and to incorporate selected provisions of the First Amendment;

WHEREAS, KNBT and KNBT Bank desire to ensure that the Company and the Bank are assured of the continued availability of the Executive's services as provided in this Agreement; and

WHEREAS, the Executive is willing to serve the Company and the Bank on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set forth, KNBT, KNBT Bank, the Company, the Bank and the Executive hereby agree as follows:

SECTION 1. EFFECTIVE DATE; EMPLOYMENT.

For purposes of this Agreement, "Effective Date" shall mean December 31, 2004, *provided that* this amendment and restatement shall be effective as of the Effective Time. The Employer agrees to employ the Executive, and the Executive hereby agrees to such employment, during the period and upon the terms and conditions set forth in this Agreement.

Effective Time shall have the meaning assigned to such term in the Merger Agreement.

SECTION 2. EMPLOYMENT PERIOD.

(a) The terms and conditions of this Agreement shall be and remain in effect through December 31, 2009 plus such extensions, if any, as are provided pursuant to Section 2(b) hereof (the "Employment Period").

(b) Except as provided in Section 2(c), beginning on December 31, 2007 and on each subsequent December 31st during the Employment Period, the Employment Period shall automatically be extended for one additional year, unless either the Company or the Bank, on the one hand, or the Executive, on the other hand, elects not to extend the Agreement further by giving written notice thereof to the other parties at least 30 days prior to such annual anniversary date. Upon termination of the Executive's employment with either Employer for any reason whatsoever, any annual extensions provided pursuant to this Section 2(b), if not theretofore discontinued, shall automatically cease.

(c) Nothing in this Agreement shall be deemed to prohibit the Employer at any time from terminating the Executive's employment during the Employment Period for any reason upon at least 30 days written notice to the Executive, other than termination for Cause which shall be governed by Section 10 hereof, *provided that* the relative rights and obligations of the Employer and the Executive in the event of any such termination shall be determined under this Agreement. Furthermore, notwithstanding anything to the contrary herein, no extension of this Agreement pursuant to Section 2(b) shall occur that would extend the term of this Agreement beyond December 31st of the year in which the Executive reaches age 65.

SECTION 3. DUTIES.

(a) Throughout the Employment Period, the Executive shall serve as the President and the Chief Executive Officer of the Bank and Senior Executive Vice President and Chief Operating Officer of the Company, having such power, authority and responsibility and performing such duties as are prescribed by or under the Bylaws of each of the Company and the Bank and as are customarily associated with such positions. The Executive shall devote his full business time, attention, skills and efforts (other than during weekends, holidays, vacation periods, and periods of illness or leaves of absence and other than as permitted or contemplated by Section 7 hereof) to the business and affairs of the Employer and shall use his best efforts to advance the interests of the Employer.

(b) During the period of the Executive's employment hereunder, the Board of Directors of the Company will cause the Company, as sole shareholder of the Bank, to elect and annually re-elect the Executive to the Board of Directors of the Bank (unless it believes such action would violate its fiduciary duties). Upon any termination of the Executive's employment hereunder for any reason, including, without limitation, a termination without cause, the Executive will concurrently resign from the Board of Directors of the Bank and, should the Executive then be serving as a director of the Company or any direct or indirect subsidiary or affiliate of the Company or Bank, from all such boards as well.

SECTION 4. CASH AND OTHER COMPENSATION.

(a) In consideration for the services to be rendered by the Executive hereunder, the Employer shall pay to him a salary of four hundred forty-four thousand and nine hundred and forty-five dollars (\$444,945) annually ("Base Salary"). The Executive's Base Salary shall be payable in approximately equal installments in accordance with the Company's and the Bank's customary payroll practices for senior officers. Base Salary shall include any amounts of compensation deferred by the Executive under any tax-qualified retirement or welfare benefit plan or any other deferred compensation arrangement. The Company Board and the Bank Board shall review the Executive's annual rate of salary at such times during the Employment Period as they deem appropriate, but not less frequently than once every twelve months, and may, in their respective discretion, approve an increase therein. In addition to salary, the Executive may receive other cash compensation from the Employer for services hereunder at such times, in such amounts and on such terms and conditions as the Company Board or the Bank Board may determine from time to time. Any increase in the Executive's annual salary shall become the Base Salary of the Executive for purposes hereof. The Executive's Base Salary as in effect from time to time cannot be decreased by the Employer without the Executive's express prior written consent.

(b) The Executive shall be entitled to participate in an equitable manner with all other executive officers of the Employer in discretionary bonuses as authorized by the Company Board and/or the Bank Board to executive officers. No other compensation provided for in this Agreement shall be deemed a substitute for the Executive's right to participate in such bonuses when and as declared by the Company Board and/or the Bank Board.

SECTION 5. EMPLOYEE BENEFIT PLANS AND PROGRAMS.

(a) During the Employment Period, the Executive shall be treated as an employee of the Company and the Bank and shall be entitled to participate in and receive benefits under any and all qualified or non-qualified retirement, pension, savings or profit-sharing plans, any and all group life, health (including hospitalization, medical and major medical), dental, accident and long term disability insurance plans, and any other employee benefit and compensation plans (including, but not limited to, any incentive compensation plans or programs, stock option and appreciation rights plans and restricted stock plans) as may from time to time be maintained by, or cover employees of, the Company and the Bank, in accordance with the terms and conditions of such employee benefit plans and programs and compensation plans and programs and consistent with the Company's and the Bank's customary practices. Any grants under a restricted stock plan to the Executive shall be at the discretion of either the Company Board or the committee that administers such plan. Nothing paid to the Executive under any such plan or program will be deemed to be in lieu of other compensation to which the Executive is entitled under this Agreement.

(b) During the Employment Period, the Employer shall provide the Executive with an automobile allowance equal to \$1,000 per month, payable monthly.

SECTION 6. INDEMNIFICATION AND INSURANCE.

(a) During the Employment Period and for a period of six years thereafter, the Employer shall cause the Executive to be covered by and named as an insured under any policy or contract of insurance obtained by them to insure their directors and officers against personal liability for acts or omissions in connection with service as an officer or director of the Employer or service in other capacities at the request of the Employer. The coverage provided to the Executive pursuant to this Section 6 shall be of the same scope and on the same terms and conditions as the coverage (if any) provided to other officers or directors of the Employer or any successors.

(b) To the maximum extent permitted under applicable law, the Employer shall indemnify the Executive against and hold him harmless from any costs, liabilities, losses and exposures that may be incurred by the Executive in his capacity as a director or officer of the Employer or any subsidiary or affiliate.

SECTION 7. OUTSIDE ACTIVITIES.

The Executive may (a) serve as a member of the boards of directors of such business, community and charitable organizations as he may disclose to and as may be approved by the Employer (which approval shall not be unreasonably withheld), and (b) perform duties as a trustee or personal representative or in any other fiduciary capacity, *provided that* in each case such service shall not materially interfere with the performance of his duties under this Agreement or present any conflict of interest. The Executive may also engage in personal business and investment activities which do not materially interfere with the performance of his duties hereunder, *provided that* such activities are not prohibited under any code of conduct or investment or securities trading policy established by the Employer and generally applicable to all similarly situated executives. If the Executive is discharged or suspended, or is subject to any regulatory prohibition or restriction with respect to participation in the affairs of the Bank, he shall continue to perform services for the Company in accordance with this Agreement but shall not directly or indirectly provide services to or participate in the affairs of the Bank in a manner inconsistent with the terms of such discharge or suspension or any applicable regulatory order.

SECTION 8. WORKING FACILITIES AND EXPENSES.

It is understood by the parties that the Executive's principal place of employment shall be at the Employer's office located at Reading and Philadelphia Avenues in Boyertown, Pennsylvania, or at such other location within a 25-mile radius of such office, or at such other location as the Employer and Executive may mutually agree upon. The Employer shall provide the Executive at his principal place of employment with a private office, secretarial services and other support services and facilities suitable to his position with the Employer and necessary or appropriate in connection with the performance of his assigned duties under this Agreement. The reimbursement in the next sentence shall be paid promptly by the Employer and in any event no later than March 15 of the year immediately following the year in which such expenses were incurred. The Employer shall reimburse the Executive for his ordinary and necessary business expenses attributable to the Employer's business, including, without limitation, the Executive's travel and entertainment expenses incurred in connection with the performance of his duties for the Employer under this Agreement, in each case upon presentation to the Employer of an itemized account of such expenses in such form as the Employer may reasonably require, with such reimbursement to be paid promptly by the Employer and in any event no later than March 15 of the year immediately following the year in which such expenses were incurred. For the avoidance of doubt, except for (a) the automobile allowance payable to the Executive under Section 5(b) hereof, and (b) tolls and parking expenses incurred in the ordinary course of business, the Executive shall not be entitled to reimbursement under the immediately preceding sentence for any expenses incurred for automobile travel, including without limitation, mileage expenses.

SECTION 9. TERMINATION OF EMPLOYMENT WITH BENEFITS.

(a) The Executive shall be entitled to the benefits described in Section 9(b) in the event that either prior to a Change in Control or more than two years after a Change in Control as defined in Section 11(a):

(i) his employment with the Employer terminates during the Employment Period as a result of the Executive's termination for Good Reason (as defined in Section 9(a)(i)(A) and (B) of this Agreement), which shall mean a termination based on the following:

(A) any material breach of this Agreement by either Employer, including without limitation any of the following: (1) a material diminution in the Executive's base compensation, (2) a material diminution in the Executive's authority, duties or responsibilities as prescribed in Section 3, or (3) any requirement that the Executive report to a corporate officer or employee of the Bank instead of reporting directly to the Board of Directors of the Bank at the Bank level, or

(B) a change in excess of 25 miles in the geographic location at which the Executive must perform his services under Section 8 of this Agreement;

provided, however, that prior to any termination of employment for Good Reason, the Executive must first provide written notice to each Employer within ninety (90) days of the initial existence of the condition, describing the existence of such condition, and the Employer shall thereafter have the right to remedy the condition within thirty (30) days of the date the Employer received the written notice from the Executive. If the Employer remedies the condition within such thirty (30) day cure period, then no Good Reason shall be deemed to exist with respect to such condition. If the Employer does not remedy the condition within such thirty (30) day cure period, then the Executive may deliver a notice of termination for Good Reason at any time within sixty (60) days following the expiration of such cure period; or

(ii) the Executive's employment with the Employer is terminated by the Employer during the Employment Period for any reason other than for "cause," death or "Disability," as provided in Section 10(a).

(b) Upon the termination of the Executive's employment pursuant to Section 9(a) of this Agreement either prior to a Change in Control as defined in Section 11(a) or more than two years after a Change in Control, the Employer shall pay and provide to the Executive (or, in the event of his subsequent death, to his estate):

(i) his earned but unpaid Base Salary (including, without limitation, all items which constitute wages under applicable law and the payment of which is not otherwise provided for in this Section 9(b)) as of the date of the termination of his employment, with such payment to be made at the time and in the manner prescribed by law applicable to the payment of wages but in no event later than 30 days after termination of employment;

(ii) the benefits, if any, to which he is entitled under the employee benefit plans and programs and compensation plans and programs maintained for the benefit of the Company's and the Bank's officers and employees through the date of the termination of his employment;

(iii) continued group life, health, dental, accident and long term disability insurance benefits, in addition to that provided pursuant to Section 9(b)(ii), and after taking into account the coverage provided by any subsequent employer, if and to the extent necessary to provide for the Executive, for the period beginning on the date on which his employment terminates and ending on the earlier of (A) the last day of the Employment Period (the "Remaining Employment Period") or (B) 24 months from the date of termination (with such lesser period being the "Coverage Period"), coverage equivalent to the coverage to which he would have been entitled under such plans if he had continued to be employed during such period; provided that any insurance premiums payable by the Employer or any successors pursuant to this Section 9(b)(iii) shall be payable at such times and in such amounts as if the Executive was still an employee of the Employer, subject to any increases in such amounts imposed by the insurance company or COBRA, and the amount of insurance premiums required to be paid by the Employer in any taxable year shall not affect the amount of insurance premiums required to be paid by the Employer in any other taxable year; and provided further that if the participation of the Executive or other covered dependents in any group insurance plan is barred, the Employer shall either arrange to provide such persons with insurance benefits substantially similar to those which the Executive was entitled to receive under such group insurance plan or, if such coverage cannot be obtained, pay a lump sum cash equivalency amount within thirty (30) days following the date of termination based on the annualized rate of premiums being paid by the Employer as of the date of termination of employment.

(iv) within 30 days following the date on which his employment terminates, a lump sum payment, in an amount equal to the present value of the Base Salary that the Executive would have earned if he had continued to be employed during the Coverage Period at the highest annual rate of Base Salary achieved during the Employment Period, with such present value to be determined using a discount rate equal to the applicable short-term federal rate prescribed under Section 1274(d) of the Code, compounded using the compounding periods corresponding to the Company's and the Bank's regular payroll periods for their officers, and with such lump sum to be paid in lieu of all other payments of Base Salary provided for under this Agreement in respect of the Coverage Period;

(v) within 30 days following the date on which his employment terminates, a lump sum payment in an amount equal to the excess, if any, of:

(A) the present value of the aggregate benefits to which he would be entitled under any and all qualified defined benefit pension plans and non-qualified plans related thereto maintained by, or covering employees of, the Company and the Bank if he were 100% vested thereunder and had continued to be employed during the Coverage Period at the highest annual rate of Base Salary achieved during the Employment Period; over

(B) the present value of the benefits to which he is actually entitled under such defined benefit pension plans as of the date on which his employment terminates, with such present values to be determined using the mortality tables prescribed under Section 415(b)(2)(E)(v) of the Code and a discount rate, compounded monthly, equal to the annualized rate of interest prescribed by the Pension Benefit Guaranty Corporation for the valuation of immediate annuities payable under terminating single-employer defined benefit plans for the month in which the Executive's employment terminates ("Applicable PBGC Rate");

(vi) within 30 days following the date on which his employment terminates, a lump sum payment in an amount equal to the present value of the additional employer contributions to which he would have been entitled under any and all qualified defined contribution plans and non-qualified plans related thereto maintained by, or covering employees of, the Company and the Bank as if he were 100% vested thereunder and had continued to be employed during the Coverage Period at the highest annual rate of Base Salary achieved during the Employment Period and making the maximum amount of employee contributions, if any, required or permitted under such plan or plans, with such present value to be determined on the basis of a discount rate, compounded using the compounding period that corresponds to the frequency with which employer contributions are made to the relevant plan, equal to the applicable short-term federal rate prescribed under Section 1274(d) of the Code, provided that no payments shall be made pursuant to this subsection (vi) with respect to the Company's Employee Stock Ownership Plan ("ESOP") if the ESOP is terminated effective as of a date within one year of the date of the termination of the Executive's employment, with the Executive to reimburse the Employer for any such payments previously made within 30 days of the Executive's receipt of a request for reimbursement from the Employer;

(vii) within 30 days following the date on which his employment terminates, a lump sum payment in an amount equal to the present value of the payments that would have been made to the Executive under any cash bonus or long-term or short-term cash incentive compensation plan maintained by, or covering employees of, the Company and the Bank if he had continued to be employed during the Coverage Period and had earned in each calendar year that ends during the Coverage Period a bonus or incentive award that equals the highest annual bonus or incentive award paid to the Executive during the preceding 36 calendar months, with the present value of such payments to be determined using a discount rate equal to the applicable short-term federal rate prescribed under Section 1274(d) of the Code, compounded using the compounding periods corresponding to the Company's and the Bank's schedule of paying bonuses;

(viii) for the first year following the date on which his employment terminates, reimbursement for all reasonable expenses incurred by the Executive in connection with the search for new employment, including without limitation those of a placement agency or service, and reimbursement for all reasonable relocation expenses incurred by the Executive in connection with securing new employment, with such expenses to be reimbursed promptly by the Employer and in any event no later than March 15 of the year immediately following the year in which such expenses were incurred; provided, however, that the amounts payable by the Employer pursuant to this subsection (viii) shall not exceed \$75,000; and

(ix) within 30 days following the date on which his employment terminates, upon the surrender of then outstanding options or appreciation rights (other than options or appreciation rights which do not, by their terms, vest in the event of a Change in Control as defined in Section 11(a) hereof) previously issued to the Executive under any stock option and appreciation rights plan or program maintained by, or covering employees of, the Employer, a lump sum payment in an amount equal to the product of:

(A) the excess of (I) the fair market value of a share of stock of the same class as the stock subject to the option or appreciation right, determined as of the date on which his employment terminates, over (II) the exercise price per share for such option or appreciation right, as specified in or under the relevant plan or program; multiplied by

(B) the number of shares with respect to which options or appreciation rights are being surrendered.

The Employer and the Executive agree that the Employer may condition the payments and benefits (if any) due under Sections 9(b)(iii), (iv), (v), (vi), (vii) and (viii) on the receipt of the Executive's resignation from any and all positions which he holds as an officer, director or committee member with respect to the Employer or any of its subsidiaries or affiliates.

(c) In the event the Executive's employment is terminated by voluntary resignation (including voluntary retirement) subsequent to the Executive reaching age 65 but before the end of the Employment Period other than pursuant to Section 9(a) and such termination occurs either before a Change in Control as defined in Section 11(a) or more than two years after a Change in Control, the Employer shall pay and provide to the Executive (or, in the event of his subsequent death, to his estate):

- (i) his earned but unpaid Base Salary as of the date of the termination of his employment, with such payment to be made at the time and in the manner prescribed by law applicable to the payment of wages but in no event later than 30 days after termination of employment;
- (ii) the benefits, if any, to which he is entitled under the employee benefit plans and programs and compensation plans and programs maintained for the benefit of the Company's and the Bank's officers and employees through the date of the termination of his employment;
- (iii) in eighteen (18) equal monthly installments beginning with the first business day of the month following the Executive's termination of employment an aggregate amount equal to 1.125 times his Base Salary as in effect immediately prior to his termination; provided that if the Executive is a "Specified Employee" (as defined in Section 409A of the Code and the regulations thereunder) as of the date of termination of his employment, then the monthly installments shall not commence until the first business day of the month following the lapse of six months from the date of termination of employment (the "Delayed Payment Date"), with the monthly installments that would have been paid prior to the Delayed Payment Date absent the six-month delay required by Section 409A of the Code to be aggregated and included in the payment made on the Delayed Payment Date and to be counted toward the total of eighteen (18) monthly installments; and
- (iv) continued group health and dental insurance benefits at the same level as in effect as of the date of termination of employment for a period of eighteen (18) months beginning on the date his employment terminates; provided that any insurance premiums payable by the Employer or any successors pursuant to this Section 9(c)(iv) shall be payable at such times and in such amounts as if the Executive was still an employee of the Employer, subject to any increases in such amounts imposed by the insurance company or COBRA, and the amount of insurance premiums required to be paid by the Employer in any taxable year shall not affect the amount of insurance premiums required to be paid by the Employer in any other taxable year; and provided further that if the participation of the Executive or other covered dependents in any group insurance plan is barred, the Employer shall either arrange to provide such persons with insurance benefits substantially similar to those which the Executive was entitled to receive under such group insurance plan or, if such coverage cannot be obtained, pay a lump sum cash equivalency amount within thirty (30) days following the date of termination based on the annualized rate of premiums being paid by the Employer as of the date of termination of employment.

SECTION 10. TERMINATION WITHOUT ADDITIONAL EMPLOYER LIABILITY.

(a) In the event that the Executive's employment with the Employer shall terminate during the Employment Period on account of:

(i) the discharge of the Executive for "cause," which, for purposes of this Agreement, shall mean a discharge because either the Company Board or the Bank Board determines that the Executive has: (A) willfully failed to perform his assigned duties under this Agreement, other than any failure resulting from the Executive's incapacity due to physical or mental impairment; (B) committed an act involving moral turpitude in the course of his employment with the Employer and its subsidiaries; (C) engaged in willful misconduct; (D) breached his fiduciary duties for personal profit; (E) willfully violated, in any material respect, any law, rule or regulation (other than traffic violations or similar offenses), written agreement or final cease-and-desist order with respect to his performance of services for the Company or the Bank, as determined by the Company Board or the Bank Board; or (F) materially breached the terms of this Agreement and failed to cure such material breach during a 15-day period following the date on which the Company Board or the Bank Board gives written notice to the Executive of the material breach;

(ii) the Executive's voluntary resignation from employment (including voluntary retirement) with the Company and the Bank for reasons other than Good Reason as specified in Section 9(a)(i) and other than pursuant to the provisions of Section 9(c); or

(iii) the death of the Executive while employed by the Employer, or the termination of the Executive's employment because of "Disability" as defined in Section 10(c) below;

then in any of the foregoing events, the Employer shall have no further obligations under this Agreement, other than (A) the payment to the Executive of his earned but unpaid Base Salary as of the date of the termination of his employment, (B) the payment to the Executive of the benefits to which he is entitled under all applicable employee benefit plans and programs and compensation plans and programs, and (C) the provision of such other benefits, if any, to which he is entitled as a former employee under the Company's or the Bank's employee benefit plans and programs and compensation plans and programs.

(b) For purposes of this Section 10, no act or failure to act, on the part of the Executive, shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Employer. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Company Board, the Bank Board or based upon the written advice of counsel for the Employer shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Employer. The cessation of employment of the Executive shall not be deemed to be for "cause" within the meaning of Section 10(a)(i) unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of three-fourths of the members of the Company Board or the Bank Board at a meeting of such Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before such Board), finding that, in the good faith opinion of such Board, the Executive is guilty of the conduct described in Section 10 (a)(i) above, and specifying the particulars thereof in detail.

(c) "Disability" shall be deemed to have occurred if the Executive: (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Employer.

(d) During any period in which the Executive is absent due to physical or mental impairment, the Employer may, without breaching this Agreement, appoint another person or persons to act as interim President and interim Chief Executive Officer pending the Executive's return to his duties on a full-time basis hereunder or his termination as a result of such Disability. Prior to the Executive's employment being terminated due to Disability under Section 10(e) hereof, the Executive shall continue to receive his full Base Salary, bonuses and other benefits to which he is entitled under this Agreement, including continued participation in all employee benefit plans and programs.

(e) The Employer may provide notice to the Executive in writing that it intends to terminate the Executive's employment under this Agreement, with the termination date to be on or after the date that the Executive is deemed to have a Disability. At the time his employment hereunder is terminated due to Disability, (i) the Executive shall not be entitled to any payments or benefits pursuant to Sections 4 and 5 hereof for periods subsequent to such date of termination, and (ii) the Executive shall become entitled to receive the Disability payments that may be available under any applicable long-term disability plan or other benefit plan.

SECTION 11. PAYMENTS UPON A CHANGE IN CONTROL.

(a) The term "Change in Control" means the occurrence of any of the following:

(1) any person or "group" of persons (as provided under Section 409A of the Code, and any Internal Revenue Service (the "IRS") guidance and regulations issued under Section 409A of the Code) acquires ownership of stock of the Company or the Bank that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the outstanding stock of the Company or the Bank, provided that the stock of the Company or the Bank remains outstanding after such acquisition and provided further that if the person or group of persons is already deemed to own more than 50% of the total fair market value or total voting power, then the acquisition of additional stock by such person or group of persons shall not constitute an additional Change in Control;

(2) any person or “group” of persons (as provided under Section 409A of the Code and any IRS guidance and regulations issued under Section 409A of the Code) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or group of persons) ownership of stock of the Company or the Bank possessing 30% or more of the total voting power of the stock of the Company or the Bank, provided that if a person or group of persons that is deemed to have effective control of the Company or the Bank pursuant to this clause acquires additional stock of the Company or the Bank, such additional acquisition shall not constitute an additional Change in Control;

(3) a majority of the members of the Board of Directors of the Company is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the Board of Directors of the Company prior to the date of the appointment or election, provided that if a person or group of persons that is deemed to have effective control of the Company or the Bank pursuant to this clause acquires stock of the Company or the Bank that would trigger either clauses (1) or (2) above, such acquisition of stock shall not constitute an additional Change in Control; and

(4) any person or “group” of persons (as provided under Section 409A of the Code and any IRS guidance and regulations issued under Section 409A of the Code) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or group of persons) assets from the Company or the Bank that have a total gross fair market value equal to 40% or more of the total gross fair market value of all of the assets of the Company or the Bank, as the case may be, immediately prior to such acquisition or acquisitions. For purposes of this provision, “gross fair market value” means the value of the assets of the Company or the Bank, as the case may be, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. A transfer of assets by the Company or the Bank to related persons, shareholders or entities shall not be treated as a Change in Control to the extent that such transfers are excluded from the definition of a change in control under Section 409A of the Code and the regulations issued thereunder.

(b) For purposes of determining whether a Change in Control has occurred, persons will not be considered to be acting as a group solely because they purchase or own stock of the Company at the same time.

(c) Upon the occurrence of the events specified in this Section 11(c), the Executive shall be entitled to receive certain payments at the times and in the amounts as follows:

(i) As a result of the change in control of KNBT and KNBT Bank resulting from the merger of KNBT with and into the Company, the Executive shall receive a lump sum payment as of the Effective Time (as defined in the Merger Agreement) in an amount equal to \$740,503 (the “KNBT CIC Payment”) from KNBT or KNBT Bank.

(ii) The Executive shall receive a Severance Payment (defined below) from the Employer within ten (10) business days of the earliest to occur of the following events, if any: (A) the termination of the Executive's employment during the two-year period immediately following the Effective Time by the Employer other than for cause (as defined in Section 10); (B) the termination of the Executive's employment during the two-year period immediately following the Effective Time by the Executive pursuant to Section 9(a)(i) above; or (C) a Change in Control during the period of the Executive's employment hereunder (each, a "Triggering Event"). "Severance Payment" means a lump sum payment determined as follows: (x) if the Triggering Event occurs during the one-year period immediately following the Effective Time, then the Severance Payment shall equal the KNBT CIC Payment; or (y) if the Triggering Event occurs after the one-year anniversary of the Effective Time, then the Severance Payment shall equal 1.5 times the Executive's Base Amount (defined below); *provided*; however, that in calculating the Executive's Base Amount for purposes of this clause (y), any income related to the KNBT CIC Payment shall be excluded from such calculation. "Base Amount" shall be equal to the Executive's average annualized income from the Employer, KNBT, KNBT Bank and their predecessors includible in the Executive's gross income (excluding any income resulting from the vesting of restricted stock or the exercise of non-qualified options on or prior to December 31, 2004) for the most recent five taxable years ending before the Triggering Event.

(iii) The Executive shall not be entitled to receive any payments or benefits under Section 9 of this Agreement if he receives payments pursuant to Section 11(c)(ii).

SECTION 12. TAX INDEMNIFICATION.

(a) If the payments and benefits pursuant to this Agreement, either alone or together with other payments and benefits which the Executive has the right to receive from the Employer and their subsidiaries, would constitute a "parachute payment" as defined in Section 280G(b) (2) of the Code (the "Initial Parachute Payment"), then the Company shall pay to the Executive, at the time such payments or benefits are paid and subject to applicable withholding requirements, a lump sum cash amount equal to the sum of the following:

(i) twenty (20) percent (or such other percentage equal to the tax rate imposed by Section 4999 of the Code) of the amount by which the Initial Parachute Payment exceeds the Executive's "base amount" from the Employer and their subsidiaries (including their predecessors), as defined in Section 280G (b)(3) of the Code, with the difference between the Initial Parachute Payment and the Executive's base amount being hereinafter referred to as the "Initial Excess Parachute Payment"; and

(ii) such additional amount (tax allowance) as may be necessary to compensate the Executive for the payment by the Executive of state and federal income and excise taxes on the payment provided under clause (i) above and on any payments under this clause (ii). In computing such tax allowance, the payment to be made under clause (i) above shall be multiplied by the "gross up percentage" ("GUP"). The GUP shall be determined as follows:

$$\text{GUP} = \frac{\text{Tax Rate}}{1 - \text{Tax Rate}}$$

The Tax Rate for purposes of computing the GUP shall be the highest marginal federal and state income and employment-related tax rate (including Social Security and Medicare taxes), including any applicable excise tax rate, applicable to the Executive in the year in which the payment under clause (i) above is made, and shall also reflect the phase-out of deductions and the ability to deduct certain of such taxes.

(b) Notwithstanding the foregoing, if it shall subsequently be determined in a final judicial determination or a final administrative settlement to which the Executive is a party that the actual excess parachute payment as defined in Section 280G(b)(1) of the Code (before giving effect to the payments under Sections 12(a)(i) and (ii) above) is different from the Initial Excess Parachute Payment (such different amount being hereafter referred to as the “Determinative Excess Parachute Payment”), then the Company’s independent tax counsel or accountants shall determine the amount (the “Adjustment Amount”) which either the Executive must pay to the Company or the Company must pay to the Executive in order to put the Executive (or the Company, as the case may be) in the same position the Executive (or the Company, as the case may be) would have been if the Initial Excess Parachute Payment had been equal to the Determinative Excess Parachute Payment. In determining the Adjustment Amount, the independent tax counsel or accountants shall take into account any and all taxes (including any penalties and interest) paid by or for the Executive or refunded to the Executive or for the Executive’s benefit. As soon as practicable after the Adjustment Amount has been so determined, and in no event more than thirty (30) days after the Adjustment Amount has been so determined, the Company shall pay the Adjustment Amount to the Executive or the Executive shall repay the Adjustment Amount to the Company, as the case may be.

(c) In each calendar year that the Executive receives payments of benefits that constitute a parachute payment, the Executive shall report on his state and federal income tax returns such information as is consistent with the determination made by the independent tax counsel or accountants of the Company as described above. The Company shall indemnify and hold the Executive harmless from any and all losses, costs and expenses (including without limitation, reasonable attorneys’ fees, interest, fines and penalties) which the Executive incurs as a result of so reporting such information, with such indemnification to be paid by the Company to the Executive as soon as practicable and in any event no later than March 15 of the year immediately following the year in which the amount subject to indemnification was determined. The Executive shall promptly notify the Company in writing whenever the Executive receives notice of the institution of a judicial or administrative proceeding, formal or informal, in which the federal tax treatment under Section 4999 of the Code of any amount paid or payable under this Section 12 is being reviewed or is in dispute. The Company shall assume control at its expense over all legal and accounting matters pertaining to such federal tax treatment (except to the extent necessary or appropriate for the Executive to resolve any such proceeding with respect to any matter unrelated to amounts paid or payable pursuant to this Section 12) and the Executive shall cooperate fully with the Company in any such proceeding. The Executive shall not enter into any compromise or settlement or otherwise prejudice any rights the Company may have in connection therewith without the prior consent of the Company.

(d) The Executive hereby agrees with the Employer and any successor thereto to in good faith consider and take steps commonly used to minimize or eliminate any tax liability or costs that would otherwise be created by the tax indemnification provisions set forth in Section 12 of this Agreement if requested to do so by the Employer or any successor thereto; *provided, however*, that the foregoing language shall neither require the Executive to take or not take any specific action in furtherance thereof nor contravene, limit or remove any right or privilege provided to the Executive under this Agreement.

SECTION 13. SOURCE OF PAYMENTS; NO DUPLICATION OF PAYMENTS.

All payments provided in this Agreement shall be timely paid in cash or check from the general funds of the Company or the Bank. Payments pursuant to this Agreement shall be allocated between the Company and the Bank in proportion to the level of activity and the time expended on such activities by the Executive as determined by the Company and the Bank on a quarterly basis, unless the applicable provision of this Agreement specifies that the payment shall be made by either the Company or the Bank. In no event shall the Executive receive duplicate payments or benefits from the Company and the Bank.

SECTION 14. COVENANT NOT TO COMPETE.

In the event the Executive's employment with the Employer is terminated for any reason prior to the expiration of the Employment Period other than a termination of employment occurring within 30 days of a Change in Control, the Executive hereby covenants and agrees that for a period of two years following the date of his termination of employment with the Employer (or, if less, for the Remaining Employment Period), he shall not, without the written consent of the Employer, become an officer, employee, consultant, director or trustee of any savings bank, savings and loan association, savings and loan holding company, bank or bank holding company, or any direct or indirect subsidiary or affiliate of any such entity, that entails working within any county in which the Company or the Bank maintains an office as of the date of termination of the Executive's employment.

SECTION 15. CONFIDENTIALITY.

Unless he obtains the prior written consent of the Employer, the Executive shall at all times keep confidential and shall refrain from using for the benefit of himself, or any person or entity other than the Employer or its subsidiaries, any material document or information obtained from the Employer or its subsidiaries, in the course of his employment with any of them concerning their properties, operations or business (unless such document or information is readily ascertainable from public or published information or trade sources or has otherwise been made available to the public through no fault of his own) until the same ceases to be material (or becomes so ascertainable or available); *provided, however*, that nothing in this Section 15 shall prevent the Executive, with or without the Employer's consent, from participating in or disclosing documents or information in connection with any judicial or administrative investigation, inquiry or proceeding or the Company's public reporting requirements to the extent that such participation or disclosure is required under applicable law.

SECTION 16. SOLICITATION.

The Executive hereby covenants and agrees that, for a period of two years following his termination of employment with the Employer for any reason, he shall not, without the written consent of the Employer, either directly or indirectly:

(a) solicit, offer employment to, or take any other action intended, or that a reasonable person acting in like circumstances would expect, to have the effect of causing any officer or employee of the Employer or any of its subsidiaries or affiliates to terminate his employment and accept employment or become affiliated with, or provide services for compensation in any capacity whatsoever to, any savings bank, savings and loan association, bank, bank holding company, savings and loan holding company, or other institution engaged in the business of accepting deposits, making loans or doing business within the counties specified in Section 14;

(b) provide any information, advice or recommendation with respect to any such officer or employee to any savings bank, savings and loan association, bank, bank holding company, savings and loan holding company, or other institution engaged in the business of accepting deposits, making loans or doing business within the counties specified in Section 14, that is intended, or that a reasonable person acting in like circumstances would expect, to have the effect of causing any officer or employee of the Employer or any of its subsidiaries or affiliates to terminate his employment and accept employment or become affiliated with, or provide services for compensation in any capacity whatsoever to, any savings bank, savings and loan association, bank, bank holding company, savings and loan holding company, or other institution engaged in the business of accepting deposits, making loans or doing business within the counties specified in Section 14; or

(c) solicit, provide any information, advice or recommendation or take any other action intended, or that a reasonable person acting in like circumstances would expect, to have the effect of causing any customer of the Company or the Bank to terminate an existing business or commercial relationship with the Company or the Bank.

SECTION 17. NO EFFECT ON EMPLOYEE BENEFIT PLANS OR PROGRAMS.

The termination of the Executive's employment during the Employment Period or thereafter, whether by the Employer or by the Executive, shall have no effect on the vested rights of the Executive under the Company's or the Bank's qualified or non-qualified retirement, pension, savings, thrift, profit-sharing or stock bonus plans, group life, health (including hospitalization, medical and major medical), dental, accident and long term disability insurance plans, or other employee benefit plans or programs, or compensation plans or programs in which the Executive was a participant.

SECTION 18. SUCCESSORS AND ASSIGNS.

(a) This Agreement is personal to each of the parties hereto, and no party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other parties; provided, however, that the Employer will require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Employer, by an assumption agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Employer would be required to perform it if no such succession or assignment had taken place. Failure of the Employer to obtain such an assumption agreement prior to the effectiveness of any such succession or assignment shall be a breach of this Agreement and shall entitle the Executive to compensation from the Employer in the same amount and on the same terms as the compensation pursuant to Sections 9 and 11 hereof. For purposes of implementing the provisions of this Section 18(a), the date which any such succession without an assumption agreement becomes effective shall be deemed the date of termination of the Executive's employment.

(b) This Agreement and all rights of the Executive hereunder shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

SECTION 19. NOTICES.

Any communication required or permitted to be given under this Agreement, including any notice, direction, designation, consent, instruction, objection or waiver, shall be in writing and shall be deemed to have been given at such time as it is delivered personally, or five days after mailing if mailed, postage prepaid, by registered or certified mail, return receipt requested, addressed to such party at the address listed below or at such other address as one such party may by written notice specify to the other party:

If to the Executive:

Scott V. Fainor
At the address last appearing
on the personnel records of
the Executive

If to the Employer:

National Penn Bancshares, Inc.
Philadelphia & Reading Avenues
P.O. Box 547
Boyertown, PA 19512-0547

(or the address of the Company's or the Bank's principal executive office, if different)

Attention: Chairman of the Board

with a copy, in the case of a notice to the Employer, to:

Reed Smith LLP
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103
Attention: Lori L. Lasher, Esq.

SECTION 20. INDEMNIFICATION FOR ATTORNEYS' FEES.

(a) The Employer shall indemnify, hold harmless and defend the Executive against reasonable costs, including legal fees and expenses, incurred by him in connection with or arising out of any action, suit or proceeding in which he may be involved, as a result of his efforts, in good faith, to defend or enforce the terms of this Agreement. For purposes of this Agreement, any settlement agreement which provides for payment of any amounts in settlement of the Employer's obligations hereunder shall be conclusive evidence of the Executive's entitlement to indemnification hereunder, and any such indemnification payments shall be in addition to amounts payable pursuant to such settlement agreement, unless such settlement agreement expressly provides otherwise.

(b) The Employer's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Employer may have against the Executive or others. Unless it is determined that a claim made by the Executive was either frivolous or made in bad faith, the Employer agrees to pay as incurred (and in any event no later than March 15 of the year immediately following the year in which incurred), to the full extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of or in connection with his consultation with legal counsel or arising out of any action, suit, proceeding or contest (regardless of the outcome thereof) by the Employer, the Executive or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code. This Section 20(b) shall apply whether such consultation, action, suit, proceeding or contest arises before, on, after or as a result of a Change in Control.

SECTION 21. SEVERABILITY.

A determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

SECTION 22. WAIVER.

Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition. A waiver of any provision of this Agreement must be made in writing, designated as a waiver, and signed by the party against whom its enforcement is sought. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of such right or power at any other time or times.

SECTION 23. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

SECTION 24. GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts entered into and to be performed entirely within the Commonwealth of Pennsylvania, except to the extent that federal law controls.

SECTION 25. HEADINGS AND CONSTRUCTION.

The headings of sections in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section. Any reference to a section number shall refer to a section of this Agreement, unless otherwise stated.

SECTION 26. ENTIRE AGREEMENT; MODIFICATIONS.

This instrument contains the entire agreement of the parties relating to the subject matter hereof, and supersedes in their entirety any and all prior agreements, understandings or representations relating to the subject matter hereof, including but not limited to the Prior Agreement and the First Amendment. No modifications of this Agreement shall be valid unless made in writing and signed by the parties hereto; provided, however, that if the Employer determines, after a review of the final regulations issued under Section 409A of the Code and all applicable IRS guidance, that this Agreement should be further amended to avoid triggering the tax and interest penalties imposed by Section 409A of the Code, the Employer may amend this Agreement to the extent necessary to avoid triggering the tax and interest penalties imposed by Section 409A of the Code.

SECTION 27. REQUIRED REGULATORY PROVISIONS.

Notwithstanding anything herein contained to the contrary, any payments to the Executive by the Employer, whether pursuant to this Agreement or otherwise, are subject to and conditioned upon their compliance with Section 18(k) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1828(k), and the regulations promulgated thereunder in 12 C.F.R. Part 359.

SECTION 28. DISPUTE RESOLUTION.

(a) In the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement or the breach hereof, the parties hereto shall use their best efforts to settle such dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other, in good faith, and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) If they do not reach such a solution within a period of thirty (30) days, then the parties agree first to endeavor in good faith to amicably settle their dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association (the "AAA"), before resorting to arbitration.

(c) Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement or the breach thereof, upon notice by any party to the other, shall be submitted to and finally settled by arbitration in accordance with the Commercial Arbitration Rules (the "Rules") of the AAA in effect at the time demand for arbitration is made by any such party. The parties shall mutually agree upon a single arbitrator within thirty (30) days of such demand. In the event that the parties are unable to so agree within such thirty (30) day period, then within the following thirty (30) day period, one arbitrator shall be named by each party. A third arbitrator shall be named by the two arbitrators so chosen within ten (10) days after the appointment of the first two arbitrators. In the event that the third arbitrator is not agreed upon, he or she shall be named by the AAA. Arbitration shall occur in Boyertown, Pennsylvania or such other location as may be mutually agreed to by the parties.

(d) The award made by all or a majority of the panel of arbitrators shall be final and binding, and judgment may be entered based upon such award in any court of law having competent jurisdiction. The award is subject to confirmation, modification, correction or vacation only as explicitly provided in Title 9 of the United States Code. The prevailing party shall be entitled to receive any award of pre- and post-award interest as well as attorney's fees incurred in connection with the arbitration and any judicial proceedings related thereto. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act and the Rules shall govern the interpretation, enforcement, and proceedings pursuant to this Section. Any provisional remedy which would be available from a court of law shall be available from the arbitrators to the parties to this Agreement pending arbitration. Either party may make an application to the arbitrators seeking injunctive relief to maintain the status quo, or may seek from a court of competent jurisdiction any interim or provisional relief that may be necessary to protect the rights and property of that party, until such times as the arbitration award is rendered or the controversy otherwise resolved.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed and the Executive has hereunto set his hand, all as of the day and year first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

KNBT BANCORP, INC.

NATIONAL PENN BANCSHARES, INC.

By: /s/ Jeffrey P. Feather
Name: Jeffrey P. Feather
Its: Chairman of the Board

By: /s/ Glenn E. Moyer
Name: Glenn E. Moyer
Its: President and CEO

**KEYSTONE NAZARETH
BANK & TRUST COMPANY**

NATIONAL PENN BANK

By: /s/ Jeffrey P. Feather
Name: Jeffrey P. Feather
Its: Chairman of the Board

By: /s/ Glenn E. Moyer
Name: Glenn E. Moyer
Its: President and CEO

EXECUTIVE:

/s/ Scott V. Fainor
Scott V. Fainor

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Section 6: EX-10.84 (EXHIBIT 10.84)

Exhibit 10.84

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of January 28, 2008 by and among Keystone Nazareth Bank & Trust Company ("KNBT Bank"), KNBT Bancorp, Inc. ("KNBT"), National Penn Bank (the "Bank"), National Penn Bancshares, Inc. (the "Company") (the Bank and the Company are collectively referred to as the "Employer"), and Sandra L. Bodnyk (the "Executive") and shall become effective as of the Effective Time (as defined below) and shall supersede, as of the Effective Time, any and all other agreements relating to the matters contained herein.

WITNESSETH:

WHEREAS, the Executive is currently employed by each of KNBT and KNBT Bank as its Senior Executive Vice President and Chief Risk Officer pursuant to an Amended and Restated Employment Agreement, dated December 28, 2006 (the "Prior Agreement");

WHEREAS, on September 6, 2007, the Company and KNBT entered into an Agreement (the "Merger Agreement") providing, among other things, for the merger of KNBT with and into the Company, to be followed by the Bank Merger (as defined in the Merger Agreement);

WHEREAS, as of the Effective Time (as defined below) the Executive will be employed by the Company and the Bank as the Group Executive Vice President of the Bank pursuant to the First Amendment to the Prior Agreement between the Company, the Bank, KNBT Bank and KNBT and the Executive effective September 6, 2007 (the "First Amendment");

WHEREAS, KNBT, KNBT Bank, the Company and the Bank desire to amend and restate the Prior Agreement in order to make changes to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and to incorporate selected provisions of the First Amendment;

WHEREAS, KNBT and KNBT Bank desire to ensure that the Company and the Bank are assured of the continued availability of the Executive's services as provided in this Agreement; and

WHEREAS, the Executive is willing to serve the Company and the Bank on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set forth, KNBT, KNBT Bank, the Company, the Bank and the Executive hereby agree, as follows:

SECTION 1. EFFECTIVE DATE; EMPLOYMENT.

For purposes of this Agreement, "Effective Date" shall mean December 31, 2004, *provided that* this amendment and restatement shall be effective as of the Effective Time. The Employer agrees to employ the Executive, and the Executive hereby agrees to such employment, during the period and upon the terms and conditions set forth in this Agreement.

Effective Time shall have the meaning assigned to such term in the Merger Agreement.

SECTION 2. EMPLOYMENT PERIOD.

(a) The terms and conditions of this Agreement shall be and remain in effect through December 31, 2008 plus such extensions, if any, as are provided pursuant to Section 2(b) hereof (the "Employment Period").

(b) Except as provided in Section 2(c), beginning on December 31, 2007 and on each subsequent December 31st during the Employment Period, the Employment Period shall automatically be extended for one additional year, unless either the Company or the Bank, on the one hand, or the Executive, on the other hand, elects not to extend the Agreement further by giving written notice thereof to the other parties at least 30 days prior to such annual anniversary date. Upon termination of the Executive's employment with either Employer for any reason whatsoever, any annual extensions provided pursuant to this Section 2(b), if not theretofore discontinued, shall automatically cease.

(c) Nothing in this Agreement shall be deemed to prohibit the Employer at any time from terminating the Executive's employment during the Employment Period for any reason upon at least 30 days written notice to the Executive, other than termination for Cause which shall be governed by Section 10 hereof, *provided that* the relative rights and obligations of the Employer and the Executive in the event of any such termination shall be determined under this Agreement. Furthermore, notwithstanding anything to the contrary herein, no extension of this Agreement pursuant to Section 2(b) shall occur that would extend the term of this Agreement beyond December 31st of the year in which the Executive reaches age 64.

SECTION 3. DUTIES.

Throughout the Employment Period, the Executive shall serve as the Group Executive Vice President of the Bank, having such power, authority and responsibility and performing such duties as are prescribed by or under the Bylaws of each of the Company and the Bank and as are customarily associated with such positions. The Executive shall devote her full business time, attention, skills and efforts (other than during weekends, holidays, vacation periods, and periods of illness or leaves of absence and other than as permitted or contemplated by Section 7 hereof) to the business and affairs of the Employer and shall use her best efforts to advance the interests of the Employer.

SECTION 4. CASH AND OTHER COMPENSATION.

(a) In consideration for the services to be rendered by the Executive hereunder, the Employer shall pay to her a salary of two hundred twelve thousand and one hundred and eighty dollars (\$212,180) annually ("Base Salary"). The Executive's Base Salary shall be payable in approximately equal installments in accordance with the Company's and the Bank's customary payroll practices for senior officers. Base Salary shall include any amounts of compensation deferred by the Executive under any tax-qualified retirement or welfare benefit plan or any other deferred compensation arrangement. The Company Board and the Bank Board shall review the Executive's annual rate of salary at such times during the Employment Period as they deem appropriate, but not less frequently than once every twelve months, and may, in their respective discretion, approve an increase therein. In addition to salary, the Executive may receive other cash compensation from the Employer for services hereunder at such times, in such amounts and on such terms and conditions as the Company Board or the Bank Board may determine from time to time. Any increase in the Executive's annual salary shall become the Base Salary of the Executive for purposes hereof. The Executive's Base Salary as in effect from time to time cannot be decreased by the Employer without the Executive's express prior written consent.

(b) The Executive shall be entitled to participate in an equitable manner with all other executive officers of the Employer in discretionary bonuses as authorized by the Company Board and/or the Bank Board to executive officers. No other compensation provided for in this Agreement shall be deemed a substitute for the Executive's right to participate in such bonuses when and as declared by the Company Board and/or the Bank Board.

SECTION 5. EMPLOYEE BENEFIT PLANS AND PROGRAMS.

During the Employment Period, the Executive shall be treated as an employee of the Company and the Bank and shall be entitled to participate in and receive benefits under any and all qualified or non-qualified retirement, pension, savings or profit-sharing plans, any and all group life, health (including hospitalization, medical and major medical), dental, accident and long term disability insurance plans, and any other employee benefit and compensation plans (including, but not limited to, any incentive compensation plans or programs, stock option and appreciation rights plans and restricted stock plans) as may from time to time be maintained by, or cover employees of, the Company and the Bank, in accordance with the terms and conditions of such employee benefit plans and programs and compensation plans and programs and consistent with the Company's and the Bank's customary practices. The level of participation in any restricted stock plan shall be at a level which is deemed appropriate by the Company Board or the committee that administers such plan. Nothing paid to the Executive under any such plan or program will be deemed to be in lieu of other compensation to which the Executive is entitled under this Agreement.

SECTION 6. INDEMNIFICATION AND INSURANCE.

(a) During the Employment Period and for a period of six years thereafter, the Employer shall cause the Executive to be covered by and named as an insured under any policy or contract of insurance obtained by them to insure their directors and officers against personal liability for acts or omissions in connection with service as an officer or director of the Employer or service in other capacities at the request of the Employer. The coverage provided to the Executive pursuant to this Section 6 shall be of the same scope and on the same terms and conditions as the coverage (if any) provided to other officers or directors of the Employer or any successors.

(b) To the maximum extent permitted under applicable law, the Employer shall indemnify the Executive against and hold her harmless from any costs, liabilities, losses and exposures that may be incurred by the Executive in her capacity as a director or officer of the Employer or any subsidiary or affiliate.

SECTION 7. OUTSIDE ACTIVITIES.

The Executive may (a) serve as a member of the boards of directors of such business, community and charitable organizations as he may disclose to and as may be approved by the Employer (which approval shall not be unreasonably withheld), and (b) perform duties as a trustee or personal representative or in any other fiduciary capacity, *provided that* in each case such service shall not materially interfere with the performance of her duties under this Agreement or present any conflict of interest. The Executive may also engage in personal business and investment activities which do not materially interfere with the performance of her duties hereunder, *provided that* such activities are not prohibited under any code of conduct or investment or securities trading policy established by the Employer and generally applicable to all similarly situated executives. If the Executive is discharged or suspended, or is subject to any regulatory prohibition or restriction with respect to participation in the affairs of the Bank, he shall continue to perform services for the Company in accordance with this Agreement but shall not directly or indirectly provide services to or participate in the affairs of the Bank in a manner inconsistent with the terms of such discharge or suspension or any applicable regulatory order.

SECTION 8. WORKING FACILITIES AND EXPENSES.

It is understood by the parties that the Executive's principal place of employment shall be at the Employer's office located at Route 512 and Highland Avenue in Bethlehem, Pennsylvania, or at such other location within a 25 mile radius of such office, or at such other location as the Employer and the Executive may mutually agree upon. The Employer shall provide the Executive at her principal place of employment with a private office, secretarial services and other support services and facilities suitable to her position with the Employer and necessary or appropriate in connection with the performance of her assigned duties under this Agreement. The Employer shall reimburse the Executive for her ordinary and necessary business expenses attributable to the Employer's business, including, without limitation, the Executive's travel and entertainment expenses incurred in connection with the performance of her duties for the Employer under this Agreement, in each case upon presentation to the Employer of an itemized account of such expenses in such form as the Employer may reasonably require. Such reimbursement shall be paid promptly by the Employer and in any event no later than March 15 of the year immediately following the year in which such expenses were incurred.

SECTION 9. TERMINATION OF EMPLOYMENT WITH BENEFITS.

(a) The Executive shall be entitled to the benefits described in Section 9(b) in the event that either prior to a Change in Control or more than two years after a Change in Control as defined in Section 11(a):

(i) her employment with the Employer terminates during the Employment Period as a result of the Executive's termination for Good Reason (as defined in Section 9(a)(i)(A) and (B) of this Agreement), which shall mean a termination based on the following:

(A) any material breach of this Agreement by either Employer, including without limitation any of the following: (1) a material diminution in the Executive's base compensation, (2) a material diminution in the Executive's authority, duties or responsibilities as prescribed in Section 3, or (3) a material diminution in the authority, duties or responsibilities of the officer to whom the Executive is required to report, or

(B) a change in excess of 25 miles in the geographic location at which the Executive must perform her services under Section 8 of this Agreement;

provided, however, that prior to any termination of employment for Good Reason, the Executive must first provide written notice to each Employer within ninety (90) days of the initial existence of the condition, describing the existence of such condition, and the Employer shall thereafter have the right to remedy the condition within thirty (30) days of the date the Employer received the written notice from the Executive. If the Employer remedies the condition within such thirty (30) day cure period, then no Good Reason shall be deemed to exist with respect to such condition. If the Employer does not remedy the condition within such thirty (30) day cure period, then the Executive may deliver a notice of termination for Good Reason at any time within sixty (60) days following the expiration of such cure period; or

(ii) the Executive's employment with the Employer is terminated by the Employer during the Employment Period for any reason other than for "cause," death or "Disability," as provided in Section 10(a).

(b) Upon the termination of the Executive's employment pursuant to Section 9(a) of this Agreement either prior to a Change in Control as defined in Section 11(a) or more than two years after a Change in Control, the Employer shall pay and provide to the Executive (or, in the event of her subsequent death, to her estate):

(i) her earned but unpaid Base Salary (including, without limitation, all items which constitute wages under applicable law and the payment of which is not otherwise provided for in this Section 9(b)) as of the date of the termination of her employment, with such payment to be made at the time and in the manner prescribed by law applicable to the payment of wages but in no event later than 30 days after termination of employment;

(ii) the benefits, if any, to which she is entitled under the employee benefit plans and programs and compensation plans and programs maintained for the benefit of the Company's and the Bank's officers and employees through the date of the termination of her employment;

(iii) continued group life, health, dental, accident and long term disability insurance benefits, in addition to that provided pursuant to Section 9(b)(ii), and after taking into account the coverage provided by any subsequent employer, if and to the extent necessary to provide for the Executive, for the period beginning on the date on which her employment terminates and ending on the earlier of (A) the last day of the Employment Period (the "Remaining Employment Period") or (B) 18 months from the date of termination (with such lesser period being the "Coverage Period"), coverage equivalent to the coverage to which she would have been entitled under such plans if she had continued to be employed during such period; provided that any insurance premiums payable by the Employer or any successors pursuant to this Section 9(b)(iii) shall be payable at such times and in such amounts as if the Executive was still an employee of the Employer, subject to any increases in such amounts imposed by the insurance company or COBRA, and the amount of insurance premiums required to be paid by the Employer in any taxable year shall not affect the amount of insurance premiums required to be paid by the Employer in any other taxable year; and provided further that if the participation of the Executive or other covered dependents in any group insurance plan is barred, the Employer shall either arrange to provide such persons with insurance benefits substantially similar to those which the Executive was entitled to receive under such group insurance plan or, if such coverage cannot be obtained, pay a lump sum cash equivalency amount within thirty (30) days following the date of termination based on the annualized rate of premiums being paid by the Employer as of the date of termination of employment.

(iv) within 30 days following the date on which her employment terminates, a lump sum payment, in an amount equal to the present value of the Base Salary that the Executive would have earned if she had continued to be employed during the Coverage Period at the highest annual rate of Base Salary achieved during the Employment Period, with such present value to be determined using a discount rate equal to the applicable short-term federal rate prescribed under Section 1274(d) of the Code, compounded using the compounding periods corresponding to the Company's and the Bank's regular payroll periods for their officers, and with such lump sum to be paid in lieu of all other payments of Base Salary provided for under this Agreement in respect of the Coverage Period;

(v) within 30 days following the date on which her employment terminates, a lump sum payment in an amount equal to the excess, if any, of:

(A) the present value of the aggregate benefits to which she would be entitled under any and all qualified defined benefit pension plans and non-qualified plans related thereto maintained by, or covering employees of, the Company and the Bank if she were 100% vested thereunder and had continued to be employed during the Coverage Period at the highest annual rate of Base Salary achieved during the Employment Period; over

(B) the present value of the benefits to which she is actually entitled under such defined benefit pension plans as of the date on which her employment terminates, with such present values to be determined using the mortality tables prescribed under Section 415(b)(2)(E)(v) of the Code and a discount rate, compounded monthly, equal to the annualized rate of interest prescribed by the Pension Benefit Guaranty Corporation for the valuation of immediate annuities payable under terminating single-employer defined benefit plans for the month in which the Executive's employment terminates ("Applicable PBGC Rate");

(vi) within 30 days following the date on which her employment terminates, a lump sum payment in an amount equal to the present value of the additional employer contributions to which she would have been entitled under any and all qualified defined contribution plans and non-qualified plans related thereto maintained by, or covering employees of, the Company and the Bank as if she were 100% vested thereunder and had continued to be employed during the Coverage Period at the highest annual rate of Base Salary achieved during the Employment Period and making the maximum amount of employee contributions, if any, required or permitted under such plan or plans, with such present value to be determined on the basis of a discount rate, compounded using the compounding period that corresponds to the frequency with which employer contributions are made to the relevant plan, equal to the applicable short-term federal rate prescribed under Section 1274(d) of the Code, provided that no payments shall be made pursuant to this subsection (vi) with respect to the Company's Employee Stock Ownership Plan ("ESOP") if the ESOP is terminated effective as of a date within one year of the date of the termination of the Executive's employment, with the Executive to reimburse the Employer for any such payments previously made within 30 days of the Executive's receipt of a request for reimbursement from the Employer;

(vii) within 30 days following the date on which her employment terminates, a lump sum payment in an amount equal to the present value of the payments that would have been made to the Executive under any cash bonus or long-term or short-term cash incentive compensation plan maintained by, or covering employees of, the Company and the Bank if she had continued to be employed during the Coverage Period and had earned in each calendar year that ends during the Coverage Period a bonus or incentive award that equals the highest annual bonus or incentive award paid to the Executive during the preceding 36 calendar months, with the present value of such payments to be determined using a discount rate equal to the applicable short-term federal rate prescribed under Section 1274(d) of the Code, compounded using the compounding periods corresponding to the Company's and the Bank's schedule of paying bonuses;

(viii) for the first year following the date on which her employment terminates, reimbursement for all reasonable expenses incurred by the Executive in connection with the search for new employment, including without limitation those of a placement agency or service, and reimbursement for all reasonable relocation expenses incurred by the Executive in connection with securing new employment, with such expenses to be reimbursed promptly by the Employer and in any event no later than March 15 of the year immediately following the year in which such expenses were incurred; provided, however, that the amounts payable by the Employer pursuant to this subsection (viii) shall not exceed \$25,000; and

(ix) within 30 days following the date on which her employment terminates, upon the surrender of then outstanding options or appreciation rights (other than options or appreciation rights which do not, by their terms, vest in the event of a Change in Control as defined in Section 11(a) hereof) previously issued to the Executive under any stock option and appreciation rights plan or program maintained by, or covering employees of, the Employer, a lump sum payment in an amount equal to the product of:

(A) the excess of (I) the fair market value of a share of stock of the same class as the stock subject to the option or appreciation right, determined as of the date on which her employment terminates, over (II) the exercise price per share for such option or appreciation right, as specified in or under the relevant plan or program; multiplied by

(B) the number of shares with respect to which options or appreciation rights are being surrendered.

The Employer and the Executive agree that the Employer may condition the payments and benefits (if any) due under Sections 9(b)(iii), (iv), (v), (vi), (vii) and (viii) on the receipt of the Executive's resignation from any and all positions which she holds as an officer, director or committee member with respect to the Employer or any of its subsidiaries or affiliates.

(c) In the event the Executive's employment is terminated by voluntary resignation (including voluntary retirement) subsequent to the Executive reaching age 64 but before the end of the Employment Period other than pursuant to Section 9(a) and such termination occurs either before a Change in Control as defined in Section 11(a) or more than two years after a Change in Control, the Employer shall pay and provide to the Executive (or, in the event of her subsequent death, to her estate):

(i) her earned but unpaid Base Salary as of the date of the termination of her employment, with such payment to be made at the time and in the manner prescribed by law applicable to the payment of wages but in no event later than 30 days after termination of employment;

(ii) the benefits, if any, to which she is entitled under the employee benefit plans and programs and compensation plans and programs maintained for the benefit of the Company's and the Bank's officers and employees through the date of the termination of her employment;

(iii) in eighteen (18) equal monthly installments beginning with the first business day of the month following the Executive's termination of employment an aggregate amount equal to 1.125 times her Base Salary as in effect immediately prior to her termination; provided that if the Executive is a "Specified Employee" (as defined in Section 409A of the Code and the regulations thereunder) as of the date of termination of her employment, then the monthly installments shall not commence until the first business day of the month following the lapse of six months from the date of termination of employment (the "Delayed Payment Date"), with the monthly installments that would have been paid prior to the Delayed Payment Date absent the six-month delay required by Section 409A of the Code to be aggregated and included in the payment made on the Delayed Payment Date and to be counted toward the total of eighteen (18) monthly installments; and

(iv) continued group health and dental insurance benefits at the same level as in effect as of the date of termination of employment for a period of eighteen (18) months beginning on the date her employment terminates; provided that any insurance premiums payable by the Employer or any successors pursuant to this Section 9(c)(iv) shall be payable at such times and in such amounts as if the Executive was still an employee of the Employer, subject to any increases in such amounts imposed by the insurance company or COBRA, and the amount of insurance premiums required to be paid by the Employer in any taxable year shall not affect the amount of insurance premiums required to be paid by the Employer in any other taxable year; and provided further that if the participation of the Executive or other covered dependents in any group insurance plan is barred, the Employer shall either arrange to provide such persons with insurance benefits substantially similar to those which the Executive was entitled to receive under such group insurance plan or, if such coverage cannot be obtained, pay a lump sum cash equivalency amount within thirty (30) days following the date of termination based on the annualized rate of premiums being paid by the Employer as of the date of termination of employment.

SECTION 10. TERMINATION WITHOUT ADDITIONAL EMPLOYER LIABILITY.

(a) In the event that the Executive's employment with the Employer shall terminate during the Employment Period on account of:

(i) the discharge of the Executive for "cause," which, for purposes of this Agreement, shall mean a discharge because either the Company Board or the Bank Board determines that the Executive has: (A) willfully failed to perform her assigned duties under this Agreement, other than any failure resulting from the Executive's incapacity due to physical or mental impairment; (B) committed an act involving moral turpitude in the course of her employment with the Employer and its subsidiaries; (C) engaged in willful misconduct; (D) breached her fiduciary duties for personal profit; (E) willfully violated, in any material respect, any law, rule or regulation (other than traffic violations or similar offenses), written agreement or final cease-and-desist order with respect to her performance of services for the Company or the Bank, as determined by the Company Board or the Bank Board; or (F) materially breached the terms of this Agreement and failed to cure such material breach during a 15-day period following the date on which the Company Board or the Bank Board gives written notice to the Executive of the material breach;

(ii) the Executive's voluntary resignation from employment (including voluntary retirement) with the Company and the Bank for reasons other than Good Reason as specified in Section 9(a)(i) and other than pursuant to the provisions of Section 9(c); or

(iii) the death of the Executive while employed by the Employer, or the termination of the Executive's employment because of "Disability" as defined in Section 10(c) below;

then in any of the foregoing events, the Employer shall have no further obligations under this Agreement, other than (A) the payment to the Executive of her earned but unpaid Base Salary as of the date of the termination of her employment, (B) the payment to the Executive of the benefits to which she is entitled under all applicable employee benefit plans and programs and compensation plans and programs, and (C) the provision of such other benefits, if any, to which she is entitled as a former employee under the Company's or the Bank's employee benefit plans and programs and compensation plans and programs.

(b) For purposes of this Section 10, no act or failure to act, on the part of the Executive, shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Employer. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Company Board, the Bank Board or based upon the written advice of counsel for the Employer shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Employer. The cessation of employment of the Executive shall not be deemed to be for "cause" within the meaning of Section 10(a)(i) unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of three-fourths of the members of the Company Board or the Bank Board at a meeting of such Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before such Board), finding that, in the good faith opinion of such Board, the Executive is guilty of the conduct described in Section 10(a)(i) above, and specifying the particulars thereof in detail.

(c) "Disability" shall be deemed to have occurred if the Executive: (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Employer.

(d) During any period in which the Executive is absent due to physical or mental impairment, the Employer may, without breaching this Agreement, appoint another person or persons to act as Group Executive Vice President of the Bank pending the Executive's return to her duties on a full-time basis hereunder or her termination as a result of such Disability. Prior to the Executive's employment being terminated due to Disability under Section 10(e) hereof, the Executive shall continue to receive her full Base Salary, bonuses and other benefits to which she is entitled under this Agreement, including continued participation in all employee benefit plans and programs.

(e) The Employer may provide notice to the Executive in writing that it intends to terminate the Executive's employment under this Agreement, with the termination date to be on or after the date that the Executive is deemed to have a Disability. At the time her employment hereunder is terminated due to Disability, (i) the Executive shall not be entitled to any payments or benefits pursuant to Sections 4 and 5 hereof for periods subsequent to such date of termination, and (ii) the Executive shall become entitled to receive the Disability payments that may be available under any applicable long-term disability plan or other benefit plan.

SECTION 11. PAYMENTS UPON A CHANGE IN CONTROL.

(a) The term "Change in Control" means the occurrence of any of the following:

(1) any person or "group" of persons (as provided under Section 409A of the Code, and any Internal Revenue Service (the "IRS") guidance and regulations issued under Section 409A of the Code) acquires ownership of stock of the Company or the Bank that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the outstanding stock of the Company or the Bank, provided that the stock of the Company or the Bank remains outstanding after such acquisition and provided further that if the person or group of persons is already deemed to own more than 50% of the total fair market value or total voting power, then the acquisition of additional stock by such person or group of persons shall not constitute an additional Change in Control;

(2) any person or "group" of persons (as provided under Section 409A of the Code and any IRS guidance and regulations issued under Section 409A of the Code) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or group of persons) ownership of stock of the Company or the Bank possessing 30% or more of the total voting power of the stock of the Company or the Bank, provided that if a person or group of persons that is deemed to have effective control of the Company or the Bank pursuant to this clause acquires additional stock of the Company or the Bank, such additional acquisition shall not constitute an additional Change in Control;

(3) a majority of the members of the Board of Directors of the Company is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the Board of Directors of the Company prior to the date of the appointment or election, provided that if a person or group of persons that is deemed to have effective control of the Company or the Bank pursuant to this clause acquires stock of the Company or the Bank that would trigger either clauses (1) or (2) above, such acquisition of stock shall not constitute an additional Change in Control; and

(4) any person or “group” of persons (as provided under Section 409A of the Code and any IRS guidance and regulations issued under Section 409A of the Code) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or group of persons) assets from the Company or the Bank that have a total gross fair market value equal to 40% or more of the total gross fair market value of all of the assets of the Company or the Bank, as the case may be, immediately prior to such acquisition or acquisitions. For purposes of this provision, “gross fair market value” means the value of the assets of the Company or the Bank, as the case may be, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. A transfer of assets by the Company or the Bank to related persons, shareholders or entities shall not be treated as a Change in Control to the extent that such transfers are excluded from the definition of a change in control under Section 409A of the Code and the regulations issued thereunder.

(b) For purposes of determining whether a Change in Control has occurred, persons will not be considered to be acting as a group solely because they purchase or own stock of the Company at the same time.

(c) Upon the occurrence of the events specified in this Section 11(c), the Executive shall be entitled to receive certain payments at the times and in the amounts as follows:

(i) As a result of the change in control of KNBT and KNBT Bank resulting from the merger of KNBT with and into the Company, the Executive shall receive a lump sum payment as of the Effective Time (as defined in the Merger Agreement) in an amount equal to \$306,978 (the “KNBT CIC Payment”) from KNBT or KNBT Bank.

(ii) The Executive shall receive a Severance Payment (defined below) from the Employer within ten (10) business days of the earliest to occur of the following events, if any: (A) the termination of the Executive’s employment during the two-year period immediately following the Effective Time by the Employer other than for cause (as defined in Section 10); (B) the termination of the Executive’s employment during the two-year period immediately following the Effective Time by the Executive pursuant to Section 9(a)(i) above; or (C) a Change in Control during the period of the Executive’s employment hereunder (each, a “Triggering Event”). “Severance Payment” means a lump sum payment determined as follows: (x) if the Triggering Event occurs during the one-year period immediately following the Effective Time, then the Severance Payment shall equal the KNBT CIC Payment; or (y) if the Triggering Event occurs after the one-year anniversary of the Effective Time, then the Severance Payment shall equal 1.0 times the Executive’s Base Amount (defined below); *provided*; however, that in calculating the Executive’s Base Amount for purposes of this clause (y), any income related to the KNBT CIC Payment shall be excluded from such calculation. “Base Amount” shall be equal to the Executive’s average annualized income from the Employer, KNBT, KNBT Bank and their predecessors includible in the Executive’s gross income (excluding any income resulting from the vesting of restricted stock or the exercise of non-qualified options on or prior to December 31, 2004) for the most recent five taxable years ending before the Triggering Event.

(iii) The Executive shall not be entitled to receive any payments or benefits under Section 9 of this Agreement if she receives payments pursuant to Section 11(c)(ii).

SECTION 12. TAX INDEMNIFICATION.

(a) If the payments and benefits pursuant to this Agreement, either alone or together with other payments and benefits which the Executive has the right to receive from the Employer and their subsidiaries, would constitute a “parachute payment” as defined in Section 280G (b)(2) of the Code (the “Initial Parachute Payment”), then the Company shall pay to the Executive, at the time such payments or benefits are paid and subject to applicable withholding requirements, a lump sum cash amount equal to the sum of the following:

(i) twenty (20) percent (or such other percentage equal to the tax rate imposed by Section 4999 of the Code) of the amount by which the Initial Parachute Payment exceeds the Executive’s “base amount” from the Employer and their subsidiaries (including their predecessors), as defined in Section 280G (b)(3) of the Code, with the difference between the Initial Parachute Payment and the Executive’s base amount being hereinafter referred to as the “Initial Excess Parachute Payment”; and

(ii) such additional amount (tax allowance) as may be necessary to compensate the Executive for the payment by the Executive of state and federal income and excise taxes on the payment provided under clause (i) above and on any payments under this clause (ii). In computing such tax allowance, the payment to be made under clause (i) above shall be multiplied by the “gross up percentage” (“GUP”). The GUP shall be determined as follows:

$$\text{GUP} = \frac{\text{Tax Rate}}{1 - \text{Tax Rate}}$$

The Tax Rate for purposes of computing the GUP shall be the highest marginal federal and state income and employment-related tax rate (including Social Security and Medicare taxes), including any applicable excise tax rate, applicable to the Executive in the year in which the payment under clause (i) above is made, and shall also reflect the phase-out of deductions and the ability to deduct certain of such taxes.

(b) Notwithstanding the foregoing, if it shall subsequently be determined in a final judicial determination or a final administrative settlement to which the Executive is a party that the actual excess parachute payment as defined in Section 280G(b)(1) of the Code (before giving effect to the payments under Sections 12(a)(i) and (ii) above) is different from the Initial Excess Parachute Payment (such different amount being hereafter referred to as the “Determinative Excess Parachute Payment”), then the Company’s independent tax counsel or accountants shall determine the amount (the “Adjustment Amount”) which either the Executive must pay to the Company or the Company must pay to the Executive in order to put the Executive (or the Company, as the case may be) in the same position the Executive (or the Company, as the case may be) would have been if the Initial Excess Parachute Payment had been equal to the Determinative Excess Parachute Payment. In determining the Adjustment Amount, the independent tax counsel or accountants shall take into account any and all taxes (including any penalties and interest) paid by or for the Executive or refunded to the Executive or for the Executive’s benefit. As soon as practicable after the Adjustment Amount has been so determined, and in no event more than thirty (30) days after the Adjustment Amount has been so determined, the Company shall pay the Adjustment Amount to the Executive or the Executive shall repay the Adjustment Amount to the Company, as the case may be.

(c) In each calendar year that the Executive receives payments of benefits that constitute a parachute payment, the Executive shall report on her state and federal income tax returns such information as is consistent with the determination made by the independent tax counsel or accountants of the Company as described above. The Company shall indemnify and hold the Executive harmless from any and all losses, costs and expenses (including without limitation, reasonable attorneys’ fees, interest, fines and penalties) which the Executive incurs as a result of so reporting such information, with such indemnification to be paid by the Company to the Executive as soon as practicable and in any event no later than March 15 of the year immediately following the year in which the amount subject to indemnification was determined. The Executive shall promptly notify the Company in writing whenever the Executive receives notice of the institution of a judicial or administrative proceeding, formal or informal, in which the federal tax treatment under Section 4999 of the Code of any amount paid or payable under this Section 12 is being reviewed or is in dispute. The Company shall assume control at its expense over all legal and accounting matters pertaining to such federal tax treatment (except to the extent necessary or appropriate for the Executive to resolve any such proceeding with respect to any matter unrelated to amounts paid or payable pursuant to this Section 12) and the Executive shall cooperate fully with the Company in any such proceeding. The Executive shall not enter into any compromise or settlement or otherwise prejudice any rights the Company may have in connection therewith without the prior consent of the Company.

(d) The Executive hereby agrees with the Employer and any successor thereto to in good faith consider and take steps commonly used to minimize or eliminate any tax liability or costs that would otherwise be created by the tax indemnification provisions set forth in Section 12 of this Agreement if requested to do so by the Employer or any successor thereto; *provided, however*, that the foregoing language shall neither require the Executive to take or not take any specific action in furtherance thereof nor contravene, limit or remove any right or privilege provided to the Executive under this Agreement.

SECTION 13. SOURCE OF PAYMENTS; NO DUPLICATION OF PAYMENTS.

All payments provided in this Agreement shall be timely paid in cash or check from the general funds of the Company or the Bank. Payments pursuant to this Agreement shall be allocated between the Company and the Bank in proportion to the level of activity and the time expended on such activities by the Executive as determined by the Company and the Bank on a quarterly basis, unless the applicable provision of this Agreement specifies that the payment shall be made by either the Company or the Bank. In no event shall the Executive receive duplicate payments or benefits from the Company and the Bank.

SECTION 14. COVENANT NOT TO COMPETE.

In the event the Executive's employment with the Employer is terminated for any reason prior to the expiration of the Employment Period other than a termination of employment occurring within 30 days of a Change in Control, the Executive hereby covenants and agrees that for a period of eighteen months following the date of her termination of employment with the Employer (or, if less, for the Remaining Employment Period), she shall not, without the written consent of the Employer, become an officer, employee, consultant, director or trustee of any savings bank, savings and loan association, savings and loan holding company, bank or bank holding company, or any direct or indirect subsidiary or affiliate of any such entity, that entails working within any county in which the Company or the Bank maintains an office as of the date of termination of the Executive's employment.

SECTION 15. CONFIDENTIALITY.

Unless she obtains the prior written consent of the Employer, the Executive shall at all times keep confidential and shall refrain from using for the benefit of herself, or any person or entity other than the Employer or its subsidiaries, any material document or information obtained from the Employer or its subsidiaries, in the course of her employment with any of them concerning their properties, operations or business (unless such document or information is readily ascertainable from public or published information or trade sources or has otherwise been made available to the public through no fault of her own) until the same ceases to be material (or becomes so ascertainable or available); *provided, however*, that nothing in this Section 15 shall prevent the Executive, with or without the Employer's consent, from participating in or disclosing documents or information in connection with any judicial or administrative investigation, inquiry or proceeding or the Company's public reporting requirements to the extent that such participation or disclosure is required under applicable law.

SECTION 16. SOLICITATION.

The Executive hereby covenants and agrees that, for a period of eighteen months following her termination of employment with the Employer for any reason, she shall not, without the written consent of the Employer, either directly or indirectly:

(a) solicit, offer employment to, or take any other action intended, or that a reasonable person acting in like circumstances would expect, to have the effect of causing any officer or employee of the Employer or any of its subsidiaries or affiliates to terminate her or her employment and accept employment or become affiliated with, or provide services for compensation in any capacity whatsoever to, any savings bank, savings and loan association, bank, bank holding company, savings and loan holding company, or other institution engaged in the business of accepting deposits, making loans or doing business within the counties specified in Section 14;

(b) provide any information, advice or recommendation with respect to any such officer or employee to any savings bank, savings and loan association, bank, bank holding company, savings and loan holding company, or other institution engaged in the business of accepting deposits, making loans or doing business within the counties specified in Section 14, that is intended, or that a reasonable person acting in like circumstances would expect, to have the effect of causing any officer or employee of the Employer or any of its subsidiaries or affiliates to terminate her employment and accept employment or become affiliated with, or provide services for compensation in any capacity whatsoever to, any savings bank, savings and loan association, bank, bank holding company, savings and loan holding company, or other institution engaged in the business of accepting deposits, making loans or doing business within the counties specified in Section 14; or

(c) solicit, provide any information, advice or recommendation or take any other action intended, or that a reasonable person acting in like circumstances would expect, to have the effect of causing any customer of the Company or the Bank to terminate an existing business or commercial relationship with the Company or the Bank.

SECTION 17. NO EFFECT ON EMPLOYEE BENEFIT PLANS OR PROGRAMS.

The termination of the Executive's employment during the Employment Period or thereafter, whether by the Employer or by the Executive, shall have no effect on the vested rights of the Executive under the Company's or the Bank's qualified or non-qualified retirement, pension, savings, thrift, profit-sharing or stock bonus plans, group life, health (including hospitalization, medical and major medical), dental, accident and long term disability insurance plans, or other employee benefit plans or programs, or compensation plans or programs in which the Executive was a participant.

SECTION 18. SUCCESSORS AND ASSIGNS.

(a) This Agreement is personal to each of the parties hereto, and no party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other parties; provided, however, that the Employer will require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Employer, by an assumption agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Employer would be required to perform it if no such succession or assignment had taken place. Failure of the Employer to obtain such an assumption agreement prior to the effectiveness of any such succession or assignment shall be a breach of this Agreement and shall entitle the Executive to compensation from the Employer in the same amount and on the same terms as the compensation pursuant to Sections 9 and 11 hereof. For purposes of implementing the provisions of this Section 18(a), the date which any such succession without an assumption agreement becomes effective shall be deemed the date of termination of the Executive's employment.

(b) This Agreement and all rights of the Executive hereunder shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

SECTION 19. NOTICES.

Any communication required or permitted to be given under this Agreement, including any notice, direction, designation, consent, instruction, objection or waiver, shall be in writing and shall be deemed to have been given at such time as it is delivered personally, or five days after mailing if mailed, postage prepaid, by registered or certified mail, return receipt requested, addressed to such party at the address listed below or at such other address as one such party may by written notice specify to the other party:

If to the Executive:

Sandra L. Bodnyk
At the address last appearing
on the personnel records of
the Executive

If to the Employer:

National Penn Bancshares, Inc.
Philadelphia & Reading Avenues
P.O. Box 547
Boyertown, PA 19512-0547
(or the address of the Company's or the Bank's principal executive office, if different)
Attention: Chairman of the Board

with a copy, in the case of a notice to the Employer, to:

Reed Smith LLP
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103
Attention: Lori L. Lasher, Esq.

SECTION 20. INDEMNIFICATION FOR ATTORNEYS' FEES.

(a) The Employer shall indemnify, hold harmless and defend the Executive against reasonable costs, including legal fees and expenses, incurred by her in connection with or arising out of any action, suit or proceeding in which she may be involved, as a result of her efforts, in good faith, to defend or enforce the terms of this Agreement. For purposes of this Agreement, any settlement agreement which provides for payment of any amounts in settlement of the Employer's obligations hereunder shall be conclusive evidence of the Executive's entitlement to indemnification hereunder, and any such indemnification payments shall be in addition to amounts payable pursuant to such settlement agreement, unless such settlement agreement expressly provides otherwise.

(b) The Employer's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Employer may have against the Executive or others. Unless it is determined that a claim made by the Executive was either frivolous or made in bad faith, the Employer agrees to pay as incurred (and in any event no later than March 15 of the year immediately following the year in which incurred), to the full extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of or in connection with her consultation with legal counsel or arising out of any action, suit, proceeding or contest (regardless of the outcome thereof) by the Employer, the Executive or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code. This Section 20(b) shall apply whether such consultation, action, suit, proceeding or contest arises before, on, after or as a result of a Change in Control.

SECTION 21. SEVERABILITY.

A determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

SECTION 22. WAIVER.

Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition. A waiver of any provision of this Agreement must be made in writing, designated as a waiver, and signed by the party against whom its enforcement is sought. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of such right or power at any other time or times.

SECTION 23. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

SECTION 24. GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts entered into and to be performed entirely within the Commonwealth of Pennsylvania, except to the extent that federal law controls.

SECTION 25. HEADINGS AND CONSTRUCTION.

The headings of sections in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section. Any reference to a section number shall refer to a section of this Agreement, unless otherwise stated.

SECTION 26. ENTIRE AGREEMENT; MODIFICATIONS.

This instrument contains the entire agreement of the parties relating to the subject matter hereof, and supersedes in its entirety any and all prior agreements, understandings or representations relating to the subject matter hereof, including but not limited to the Prior Agreement and the First Amendment. Prior to the Effective Time, the Prior Agreement and the First Amendment shall govern the terms and conditions of Executive's employment. No modifications of this Agreement shall be valid unless made in writing and signed by the parties hereto; provided, however, that if the Employer determines, after a review of the final regulations issued under Section 409A of the Code and all applicable IRS guidance, that this Agreement should be further amended to avoid triggering the tax and interest penalties imposed by Section 409A of the Code, the Employer may amend this Agreement to the extent necessary to avoid triggering the tax and interest penalties imposed by Section 409A of the Code.

SECTION 27. REQUIRED REGULATORY PROVISIONS.

Notwithstanding anything herein contained to the contrary, any payments to the Executive by the Employer, whether pursuant to this Agreement or otherwise, are subject to and conditioned upon their compliance with Section 18(k) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1828(k), and the regulations promulgated thereunder in 12 C.F.R. Part 359.

SECTION 28. DISPUTE RESOLUTION.

(a) In the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement or the breach hereof, the parties hereto shall use their best efforts to settle such dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other, in good faith, and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) If they do not reach such a solution within a period of thirty (30) days, then the parties agree first to endeavor in good faith to amicably settle their dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association (the "AAA"), before resorting to arbitration.

(c) Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement or the breach thereof, upon notice by any party to the other, shall be submitted to and finally settled by arbitration in accordance with the Commercial Arbitration Rules (the "Rules") of the AAA in effect at the time demand for arbitration is made by any such party. The parties shall mutually agree upon a single arbitrator within thirty (30) days of such demand. In the event that the parties are unable to so agree within such thirty (30) day period, then within the following thirty (30) day period, one arbitrator shall be named by each party. A third arbitrator shall be named by the two arbitrators so chosen within ten (10) days after the appointment of the first two arbitrators. In the event that the third arbitrator is not agreed upon, he or she shall be named by the AAA. Arbitration shall occur in Bethlehem, Pennsylvania or such other location as may be mutually agreed to by the parties.

(d) The award made by all or a majority of the panel of arbitrators shall be final and binding, and judgment may be entered based upon such award in any court of law having competent jurisdiction. The award is subject to confirmation, modification, correction or vacation only as explicitly provided in Title 9 of the United States Code. The prevailing party shall be entitled to receive any award of pre- and post-award interest as well as attorney's fees incurred in connection with the arbitration and any judicial proceedings related thereto. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act and the Rules shall govern the interpretation, enforcement, and proceedings pursuant to this Section. Any provisional remedy which would be available from a court of law shall be available from the arbitrators to the parties to this Agreement pending arbitration. Either party may make an application to the arbitrators seeking injunctive relief to maintain the status quo, or may seek from a court of competent jurisdiction any interim or provisional relief that may be necessary to protect the rights and property of that party, until such times as the arbitration award is rendered or the controversy otherwise resolved.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed and the Executive has hereunto set her hand, all as of the day and year first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

KNBT BANCORP, INC.

By: /s/ Jeffrey P. Feather
Name: Jeffrey P. Feather
Its: Chairman of the Board

**KEYSTONE NAZARETH
BANK & TRUST COMPANY**

By: /s/ Jeffrey P. Feather
Name: Jeffrey P. Feather
Its: Chairman of the Board

EXECUTIVE:

/s/ Sandra L. Bodnyk
Sandra L. Bodnyk

NATIONAL PENN BANCSHARES, INC.

By: /s/ Glenn E. Moyer
Name: Glenn E. Moyer
Its: President and CEO

NATIONAL PENN BANK

By: /s/ Glenn E. Moyer
Name: Glenn E. Moyer
Its: President and CEO

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Section 7: EX-10.85 (EXHIBIT 10.86)

Exhibit 10.85

EXECUTIVE AGREEMENT

THIS AGREEMENT is made as of this 1st day of February, 2008, among NATIONAL PENN BANCSHARES, INC., a Pennsylvania business corporation having its principal place of business in Boyertown, Pennsylvania ("NPB"), NATIONAL PENN BANK, a national banking association having its principal place of business in Boyertown, Pennsylvania ("Bank"), and Carl Kovacs, an individual residing at 5394 Princeton Road, Macungie, Pennsylvania ("Executive").

W I T N E S S E T H :

WHEREAS, Executive is employed by NPB and Bank as Group Executive Vice President with responsibility for Bank's Operations & Technology; and

WHEREAS, the Boards of Directors of NPB and Bank deem it advisable to provide Executive with certain additional benefits in the event of certain changes in control of NPB or Bank so that Executive will continue to attend to the business of NPB and Bank without distraction in the face of the potentially disturbing circumstances arising therefrom.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and each intending to be legally bound, NPB, Bank and Executive agree as follows:

1. **Definitions.** The following terms have the meanings specified below:

- a. "Affiliate" means any corporation which is included within a "controlled group of corporations" including NPB, as determined under Code Section 1563.

- b. "Base Salary" means the Executive's annual base salary, established either by contract or by the Employer, prior to any reduction of such salary pursuant to any contribution to a tax-qualified plan under Section 401(k) of the Code.
- c. "Cause" means the occurrence of either of the following, the result of which is the termination of Executive's Employment:
 - i. Executive's conviction of, or plea of guilty or nolo contendere to, a felony or a crime of falsehood or involving moral turpitude; or
 - ii. the willful failure by Executive to substantially perform his duties to Employer, other than a failure resulting from Executive's incapacity as a result of the Executive's disability, which willful failure results in demonstrable material injury and damage to Employer.

Notwithstanding the foregoing, Executive's Employment shall not be deemed to have been terminated for Cause if such termination took place as a result of:

- x. questionable judgment on the part of Executive;
 - y. any act or omission believed by Executive in good faith, to have been in or not opposed to the best interests of the Employer; or
 - z. any act or omission in respect of which a determination could properly be made that Executive met the applicable standard of conduct prescribed for indemnification or reimbursement or payment of expenses under the By-laws of NPB or the laws of the Commonwealth of Pennsylvania, or the directors and officers' liability insurance of NPB or any Employer, in each case as in effect at the time of such act or omission.
- d. "Change in Control" means:
- i. An acquisition by any "person" or "group" (as those terms are defined or used in Section 13(d) of the Exchange Act) of "beneficial ownership" (within the meaning of Rule 13d-3 under the Exchange Act) of securities of NPB representing 24.99% or more of the combined voting power of NPB's securities then outstanding;
 - ii. A merger, consolidation or other reorganization of Bank, except where the resulting entity is controlled, directly or indirectly, by NPB;
 - iii. A merger, consolidation or other reorganization of NPB, except where shareholders of NPB immediately prior to consummation of any such transaction continue to hold at least a majority of the voting power of the outstanding voting securities of the legal entity resulting from or existing after any transaction and a majority of the members of the Board of Directors of the legal entity resulting from or existing after any such transaction are former members of NPB's Board of Directors;
 - iv. A sale, exchange, transfer or other disposition of substantially all of the assets of the Employer to another entity, except to an entity controlled, directly or indirectly, by NPB;

- v. A sale, exchange, transfer or other disposition of substantially all of the assets of NPB to another entity, or a corporate division involving NPB; or
 - vi. A contested proxy solicitation of the shareholders of NPB that results in the contesting party obtaining the ability to cast 25% or more of the votes entitled to be cast in an election of directors of NPB.
 - e. "Code" means the Internal Revenue Code of 1986, as amended, and as the same may be amended from time to time.
 - f. "Employer" means Bank, NPB or any Affiliate which employs Executive at any particular time.
 - g. "Employment" means Executive's employment by Bank, NPB or any Affiliate at any particular time.
 - h. "Exchange Act" means the Securities Exchange Act of 1934, as amended.
2. Resignation of Executive. If a Change in Control shall occur and if within one hundred eighty (180) days after the effective date of a Change in Control (or thirty (30) days after the completion of the conversion of the computer systems if such conversion is later than one hundred eighty (180) days after the effective date of a Change in Control, in either event, the "Transition Period") there shall be:
- a. Any involuntary termination of Executive's employment (other than for Cause);
 - b. Any reduction in Executive's title, responsibilities or authority, including such title, responsibilities or authority as such may be increased from time to time;
 - c. Any reduction in Executive's Base Salary in effect immediately prior to a Change in Control, or any failure to provide Executive with benefits at least as favorable as those enjoyed by Executive under any of the pension, life insurance, medical, health and accident, disability or other employee plans of NPB or an Affiliate in which Executive participated immediately prior to a Change in Control, or the taking of any action that would materially reduce any of such compensation or benefits in effect at the time of the Change in Control, unless such reduction relates to a reduction applicable to all employees generally;
 - d. Any reassignment of Executive beyond a thirty (30) mile commute by automobile from Boyertown, Pennsylvania; or

- e. Any requirement that Executive travel in performance of his duties on behalf of NPB or an Affiliate for a greater period of time during any year than was required of Executive during the year preceding the year in which the Change in Control occurred (each of the foregoing, a "Triggering Event");

then, at the option of Executive, exercisable by Executive within one hundred eighty (180) days of the occurrence of any Triggering Event within the Transition Period, Executive may resign from Employment (or, if involuntarily terminated, give notice of intention to collect benefits hereunder) by delivering a notice in writing to NPB, in which case Executive shall be entitled to a lump sum cash severance payment equal to 200% of Executive's Base Salary in effect immediately prior to a Change in Control, which Employer shall pay to Executive within fifteen (15) days of Executive's termination of employment.

Executive shall not be required to mitigate the amount of any payment provided for in the preceding paragraph by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in the preceding paragraph be reduced by any compensation earned by Executive as the result of employment by another employer or by reason of Executive's receipt of or right to receive any retirement or other benefits after the date of termination of employment or otherwise, except as otherwise provided therein.

- 3. Out-Placement Services. If a Change in Control occurs and Executive exercises the option to resign from Employment (or is involuntarily terminated) as described in Section 2, Employer shall provide Executive with the services of a professional out-placement firm, if Executive so requests, for the period not to exceed one year from the date of Executive's resignation (or termination), at Employer's sole cost and expense, up to a maximum amount of Seven Thousand Five Hundred Dollars (\$7,500).
- 4. No Implied Rights; Rights on Termination of Employment.
 - a. No Right to Continued Employment. Nothing in this Agreement shall confer upon Executive any right with respect to continuance of Employment by Employer, nor shall it interfere with or limit in any way the right of Employer to terminate Executive's Employment at any time.
 - b. Voluntary Termination of Employment. If Executive terminates Executive's Employment with Employer at any time prior to a Change in Control, this Agreement shall terminate at that time and Employer shall have no further liability hereunder.
 - c. Termination--Cause. If Employer terminates Executive's Employment at any time for Cause, this Agreement shall terminate at that time and Employer shall have no further liability hereunder.

- d. Termination—Without Cause. Employer may terminate Executive's Employment at any time without Cause. If Employer terminates Executive's employment at any time without Cause prior to a Change in Control, and if no event has been publicly announced that with the passing of time would constitute a Change in Control, this Agreement shall terminate at that time and Employer shall have no further liability hereunder. If Employer terminates Executive's Employment at any time prior to a Change in Control but subsequent to the occurrence of an event that has been publicly announced that with the passing of time would constitute a Change in Control, the provisions of Sections 2 and 3 of this Agreement shall apply to same extent as if Executive's Employment had been involuntarily terminated subsequent to a Change in Control.
5. Arbitration. Any dispute or controversy arising out of or relating to this Agreement and any controversy as to a termination for Cause shall be settled exclusively by arbitration, conducted before a panel of three arbitrators, in Reading, Pennsylvania, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrators' award in any court having jurisdiction.
6. Exclusive Benefit. Executive shall have no right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payment and the right thereto are expressly declared to be non-assignable and non-transferrable. In the event of any attempted assignment or transfer, this Agreement shall terminate at that time and Employer shall have no further liability hereunder.
7. Notices. Any notice required or permitted to be given under this Agreement shall be properly given if in writing and if mailed by registered or certified mail, postage prepaid with return receipt requested, to Executive's residence in the case of any notice to Executive, or to the attention of the President at the principal office of Bank, in the case of any notice to the Employer.
8. Entire Agreement. This Agreement contains the entire agreement relating to the subject matter hereof and may not be modified, amended or changed orally but only by an agreement in writing, consented to in writing by NPB, and signed by the party against whom enforcement of any modification, amendment or change is sought.
9. Benefits.
- a. This Agreement shall be binding upon and inure to the benefit of NPB and Bank and their respective successors and assigns. Each of NPB and Bank shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of NPB or Bank to expressly assume and agree to perform this Agreement in the same manner and to the same extent that NPB or Bank would be required to perform it if no such succession had taken place. Failure to obtain such assumption and agreement prior to the effectiveness of any such succession shall constitute a breach of this Agreement and the provisions of Sections 2 and 3 of this Agreement shall apply. As used in this Agreement, "NPB" or "Bank" shall mean NPB or Bank as defined previously and any successor to the business and/or assets of NPB or Bank as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

b. This Agreement shall be binding upon and inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, heirs, distributees, devisees and legatees.

10. Applicable Law. This Agreement shall be governed by and construed in accordance with the domestic internal law (but not the law of conflicts of law) of the Commonwealth of Pennsylvania.

11. Headings. The headings of the sections and subsections hereof are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the sections or subsections of this Agreement.

IN WITNESS WHEREOF, NPB and Bank have each duly caused this Agreement to be executed on its behalf by its duly authorized officers, and Executive has hereunto set his hand and seal, as of the day and year first above written.

NATIONAL PENN BANCSHARES, INC.

NATIONAL PENN BANK

By: /s/ Glenn E. Moyer
Name: Glenn E. Moyer
Title: President & CEO

By: /s/ Glenn E. Moyer
Name: Glenn E. Moyer
Title: Chairman

Attest: /s/ Sandra L. Spayd
Name: Sandra L. Spayd
Title: GEVP

Attest: /s/ Sandra L. Spayd
Name: Sandra L. Spayd
Title: GEVP

Witness:

/s/ Deborah M. Johnson

/s/ Carl Kovacs
Carl Kovacs

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Section 8: EX-10.88 (EXHIBIT 10.88)

EXECUTIVE AGREEMENT

THIS AGREEMENT is made as of this 1st day of February, 2008, among NATIONAL PENN BANCSHARES, INC., a Pennsylvania business corporation having its principal place of business in Boyertown, Pennsylvania ("NPB"), NATIONAL PENN BANK, a national banking association having its principal place of business in Boyertown, Pennsylvania ("Bank"), and Michael A. Meenaghan, an individual residing at 5970 Woodcrest Drive, Coopersburg, Pennsylvania ("Executive").

WITNESSETH:

WHEREAS, Executive is employed by NPB and Bank as Executive Vice President of Bank's Insurance Division; and

WHEREAS, the Boards of Directors of NPB and Bank deem it advisable to provide Executive with certain additional benefits in the event of certain changes in control of NPB or Bank so that Executive will continue to attend to the business of NPB and Bank without distraction in the face of the potentially disturbing circumstances arising therefrom.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and each intending to be legally bound, NPB, Bank and Executive agree as follows:

1. Definitions. The following terms have the meanings specified below:

a. "Affiliate" means any corporation which is included within a "controlled group of corporations" including NPB, as determined under Code Section 1563.

b. "Base Salary" means the Executive's annual base salary, established either by contract or by the Employer, prior to any

reduction of such salary pursuant to any contribution to a tax-qualified plan under Section 401(k) of the Code.

c. "Cause" means the occurrence of either of the following, the result of which is the termination of Executive's Employment:

- i. Executive's conviction of, or plea of guilty or nolo contendere to, a felony or a crime of falsehood or involving moral turpitude; or
- ii. the willful failure by Executive to substantially perform his duties to Employer, other than a failure resulting from Executive's incapacity as a result of the Executive's disability, which willful failure results in demonstrable material injury and damage to Employer.

Notwithstanding the foregoing, Executive's Employment shall not be deemed to have been terminated for Cause if such termination took place as a result of:

- x. questionable judgment on the part of Executive;
- y. any act or omission believed by Executive in good faith, to have been in or not opposed to the best interests of the Employer; or
- z. any act or omission in respect of which a determination could properly be made that Executive met the applicable standard of conduct prescribed for indemnification or reimbursement or payment of expenses under the By-laws of NPB or the laws of the Commonwealth of Pennsylvania, or the directors and officers' liability insurance of NPB or any Employer, in each case as in effect at the time of such act or omission.

d. "Change in Control" means:

- i. An acquisition by any "person" or "group" (as those terms are defined or used in Section 13(d) of the Exchange Act) of "beneficial ownership" (within the meaning of Rule 13d-3 under the Exchange Act) of securities of NPB representing 24.99% or more of the combined voting power of NPB's securities then outstanding;
- ii. A merger, consolidation or other reorganization of Bank, except where the resulting entity is controlled, directly or indirectly, by NPB;
- iii. A merger, consolidation or other reorganization of NPB, except where shareholders of NPB immediately prior to consummation of any such transaction continue to hold at least a majority of the voting power of the outstanding voting securities of the legal entity resulting from or existing after any transaction and a majority of the members of the Board of Directors of the legal entity resulting from or existing after any such transaction are former members of NPB's Board of Directors;
- iv. A sale, exchange, transfer or other disposition of substantially all of the assets of the Employer to another entity, except to an entity controlled, directly or indirectly, by NPB;

v. A sale, exchange, transfer or other disposition of substantially all of the assets of NPB to another entity, or a corporate division involving NPB; or

vi. A contested proxy solicitation of the shareholders of NPB that results in the contesting party obtaining the ability to cast 25% or more of the votes entitled to be cast in an election of directors of NPB.

e. "Code" means the Internal Revenue Code of 1986, as amended, and as the same may be amended from time to time.

f. "Employer" means Bank, NPB or any Affiliate which employs Executive at any particular time.

g. "Employment" means Executive's employment by Bank, NPB or any Affiliate at any particular time.

h. "Exchange Act" means the Securities Exchange Act of 1934, as amended.

2. Resignation of Executive. If a Change in Control shall occur and if within one hundred eighty (180) days after the effective date of a Change in Control (or thirty (30) days after the completion of the conversion of the computer systems if such conversion is later than one hundred eighty (180) days after the effective date of a Change in Control, in either event, the "Transition Period") there shall be:

a. Any involuntary termination of Executive's employment (other than for Cause);

b. Any reduction in Executive's title, responsibilities or authority, including such title, responsibilities or authority as such may be increased from time to time;

c. Any reduction in Executive's Base Salary in effect immediately prior to a Change in Control, or any failure to provide Executive with benefits at least as favorable as those enjoyed by Executive under any of the pension, life insurance, medical, health and accident, disability or other employee plans of NPB or an Affiliate in which Executive participated immediately prior to a Change in Control, or the taking of any action that would materially reduce any of such compensation or benefits in effect at the time of the Change in Control, unless such reduction relates to a reduction applicable to all employees generally;

d. Any reassignment of Executive beyond a thirty (30) mile commute by automobile from Boyertown, Pennsylvania; or

e. Any requirement that Executive travel in performance of his duties on behalf of NPB or an Affiliate for a greater period of time during any year than was required of Executive during the year preceding the year in which the Change in Control occurred (each of the foregoing, a "Triggering Event");

then, at the option of Executive, exercisable by Executive within one hundred eighty (180) days of the occurrence of any Triggering Event within the Transition Period, Executive may resign from Employment (or, if involuntarily terminated, give notice of intention to collect benefits hereunder) by delivering a notice in writing to NPB, in which case Executive shall be entitled to a lump sum cash severance payment equal to 150% of Executive's Base Salary in effect immediately prior to a Change in Control, which Employer shall pay to Executive within fifteen (15) days of Executive's termination of employment.

Executive shall not be required to mitigate the amount of any payment provided for in the preceding paragraph by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in the preceding paragraph be reduced by any compensation earned by Executive as the result of employment by another employer or by reason of Executive's receipt of or right to receive any retirement or other benefits after the date of termination of employment or otherwise, except as otherwise provided therein.

3. Out-Placement Services. If a Change in Control occurs and Executive exercises the option to resign from Employment (or is involuntarily terminated) as described in Section 2, Employer shall provide Executive with the services of a professional out-placement firm, if Executive so requests, for the period not to exceed one year from the date of Executive's resignation (or termination), at Employer's sole cost and expense, up to a maximum amount of Seven Thousand Five Hundred Dollars (\$7,500).

4. No Implied Rights; Rights on Termination of Employment.

a. No Right to Continued Employment. Nothing in this Agreement shall confer upon Executive any right with respect to continuance of Employment by Employer, nor shall it interfere with or limit in any way the right of Employer to terminate Executive's Employment at any time.

b. Voluntary Termination of Employment. If Executive terminates Executive's Employment with Employer at any time prior to a Change in Control, this Agreement shall terminate at that time and Employer shall have no further liability hereunder.

c. Termination--Cause. If Employer terminates Executive's Employment at any time for Cause, this Agreement shall terminate at that time and Employer shall have no further liability hereunder.

d. Termination—Without Cause. Employer may terminate Executive's Employment at any time without Cause. If Employer terminates Executive's employment at any time without Cause prior to a Change in Control, and if no event has been publicly announced that with the passing of time would constitute a Change in Control, this Agreement shall terminate at that time and Employer shall have no further liability hereunder. If Employer terminates Executive's Employment at any time prior to a Change in Control but subsequent to the occurrence of an event that has been publicly announced that with the passing of time would constitute a Change in Control, the provisions of Sections 2 and 3 of this Agreement shall apply to same extent as if Executive's Employment had been involuntarily terminated subsequent to a Change in Control.

5. Arbitration. Any dispute or controversy arising out of or relating to this Agreement and any controversy as to a termination for Cause shall be settled exclusively by arbitration, conducted before a panel of three arbitrators, in Reading, Pennsylvania, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrators' award in any court having jurisdiction.

6. Exclusive Benefit. Executive shall have no right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payment and the right thereto are expressly declared to be non-assignable and non-transferrable. In the event of any attempted assignment or transfer, this Agreement shall terminate at that time and Employer shall have no further liability hereunder.

7. Notices. Any notice required or permitted to be given under this Agreement shall be properly given if in writing and if mailed by registered or certified mail, postage prepaid with return receipt requested, to Executive's residence in the case of any notice to Executive, or to the attention of the President at the principal office of Bank, in the case of any notice to the Employer.

8. Entire Agreement. This Agreement contains the entire agreement relating to the subject matter hereof and may not be modified, amended or changed orally but only by an agreement in writing, consented to in writing by NPB, and signed by the party against whom enforcement of any modification, amendment or change is sought.

9. Benefits.

a. This Agreement shall be binding upon and inure to the benefit of NPB and Bank and their respective successors and assigns. Each of NPB and Bank shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of NPB or Bank to expressly assume and agree to perform this Agreement in the same manner and to the same extent that NPB or Bank would be required to perform it if no such succession had taken place. Failure to obtain such assumption and agreement prior to the effectiveness of any such succession shall constitute a breach of this Agreement and the provisions of Sections 2 and 3 of this Agreement shall apply. As used in this Agreement, "NPB" or "Bank" shall mean NPB or Bank as defined previously and any successor to the business and/or assets of NPB or Bank as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

b. This Agreement shall be binding upon and inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, heirs, distributees, devisees and legatees.

10. Applicable Law. This Agreement shall be governed by and construed in accordance with the domestic internal law (but not the law of conflicts of law) of the Commonwealth of Pennsylvania.

11. Headings. The headings of the sections and subsections hereof are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the sections or subsections of this Agreement.

IN WITNESS WHEREOF, NPB and Bank have each duly caused this Agreement to be executed on its behalf by its duly authorized officers, and Executive has hereunto set his hand and seal, as of the day and year first above written.

NATIONAL PENN BANCSHARES, INC.

NATIONAL PENN BANK

By: /s/ Glenn E. Moyer
Name: Glenn E. Moyer
Title: President & CEO

By: Glenn E. Moyer
Name: Glenn E. Moyer
Title: Chairman

Attest: /s/ Sandra L. Spayd
Name: Sandra L. Spayd
Title: GEVP

Attest: /s/ Sandra L. Spayd
Name: Sandra L. Spayd
Title: GEVP

Witness:

/s/ Glenn E. Moyer

/s/ Michael A. Meenaghan
Michael A. Meenaghan

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Section 9: EX-14.1 (EXHIBIT 14.1)

Exhibit 14.1

Approved by Board of Directors
January 23, 2008



NATIONAL PENN BANCSHARES, INC.

CODE OF CONDUCT

January 23, 2008

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NATIONAL PENN BANCSHARES, INC.

CODE OF CONDUCT

The Board of Directors (the "Board") of National Penn Bancshares, Inc. ("NPBC") has adopted and sets forth herein this Code of Conduct.

Purpose

Traditionally, NPBC has held itself to the highest standards of ethical and moral conduct in which conflicts of interest, and the appearance of such conflicts, are avoided, and business is conducted in an ethical and moral manner.

This Code of Conduct is designed to guide the day-to-day actions of directors, officers, employees, consultants, persons providing temporary help, agents and attorneys, and other persons associated with NPBC or any of its subsidiaries or affiliated companies, in promoting:

- Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Full, fair, accurate, complete, timely, and understandable disclosure in reports and documents that NPBC files with, or submits to, the Securities and Exchange Commission ("SEC") and in other public communications made by NPBC;
- Compliance with applicable laws, rules and regulations;
- The prompt internal reporting to an appropriate person or persons of violations of this Code of Conduct; and
- Accountability for adherence to this Code of Conduct.

This Code of Conduct constitutes the Code of Conduct of NPBC required by the listing standards of The Nasdaq Stock Market, Inc. ("Nasdaq") and the Code of Ethics of NPBC required by Section 406(c) of the Sarbanes-Oxley Act of 2002 and the regulations issued by the SEC under that Act.

Scope, Definitions

This Code of Conduct applies to each of the following persons:

- Each director of NPBC or of any of NPBC's subsidiaries or affiliated companies, including directors emeritus and advisory board members, when such person performs director or advisory board member-related duties. All such persons are referred to herein as "directors."
- Each executive officer of NPBC, including persons who may be executive officers of NPBC's subsidiaries or affiliated companies. All NPBC executive officers are designated periodically by the Board and are listed annually in NPBC's Annual Report on Form 10-K filed with the SEC. All such persons are sometimes referred to herein as "executive officers."

- Each officer or employee of NPBC or of any of NPBC's subsidiaries or affiliated companies, including executive officers and other persons working full-time who are compensated as independent contractors. All such persons are sometimes referred to herein as "employees."
- Each consultant, person providing temporary help, agent or attorney engaged by NPBC or by any of NPBC's subsidiaries or affiliated companies when such person performs services for NPBC or any of its subsidiaries or affiliated companies.

All of the foregoing persons are referred to herein as "covered persons."

This Code also applies, except as expressly set forth herein, to the spouse and each other immediate family member of any covered person.

- Other immediate family members are any child, stepchild, grandchild, parent, stepparent, grandparent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law, including adoptive relationships.

Lastly, this Code applies, except as set forth herein under "Investment and Credit Exceptions", to each corporation, partnership, trust or estate (1) in which any covered person has, directly or indirectly, a majority or controlling interest, or (2) over which any covered person has, directly or indirectly, majority control.

These additional persons and entities are covered to make it clear that a covered person cannot do indirectly what he or she cannot do directly. They are also to be considered "covered persons" under this Code of Conduct.

NPBC and each of its direct and indirect subsidiaries, affiliated companies and divisions (companies in which NPBC has, directly or indirectly, a majority or controlling interest) are sometimes referred to herein as "NPBC Entities."

General Requirements

Each covered person shall act with honesty and integrity, in good faith, responsibly, and with due care, competence and diligence, without misrepresenting or omitting material facts or allowing independent judgment to be compromised or subordinated.

Each covered person shall also pro-actively promote ethical behavior among subordinates and peers in his or her work environment and community, and shall advance National Penn's legitimate interests when the opportunity arises.

Conflicts of Interest

No covered person shall pursue any personal interests which might conflict with, or appear to conflict with, the interests of any NPBC Entity or which might influence, or appear to influence, his or her judgment in any matter involving any NPBC Entity.

This Code of Conduct describes the application of the foregoing general rule in a variety of circumstances. Of necessity, there are other factual situations, not specifically addressed in this Code of Conduct, that may present conflict problems. This Code of Conduct should not be viewed as containing an exhaustive list of possible problems.

There may be an instance where a covered person finds himself or herself in a situation described in this Code of Conduct which he or she believes is outside of the intent of this Code of Conduct. In such instances, the covered person should consider applying for a waiver of the applicable policy. See "Approval and Reporting Process" below.

Nevertheless, if any covered person shall find himself or herself in an actual or potential conflict of interest, including one arising inadvertently due to a business or personal relationship with a customer, supplier, business associate or other party with a present or prospective business relationship with an NPBC Entity, or with a competitor of any NPBC Entity, he or she must report that fact, disclosing all relevant facts and circumstances. See "Approval and Reporting Process" below.

Confidential Information

No covered person shall use or disclose any confidential information obtained from any NPBC Entity except for the proper conduct of the business of that or another NPBC Entity.

No covered person shall disclose any confidential information presented or discussed at any meeting held by, or otherwise communicated within, any NPBC Entity, including without limitation any meeting of or other communication to any Board of Directors, advisory board, management meeting or employee meeting. It is especially important that strict confidence be maintained as to all information and discussions at the Board level.

No covered person shall release any financial information about any NPBC Entity to any person, unless prior thereto such information has been disclosed by NPBC in a report filed with the SEC or otherwise publicly disclosed by NPBC. All covered persons shall comply with NPBC's Corporate Communications Policy, which is attached hereto and incorporated herein by reference.

No covered person shall communicate any confidential information about any customer of an NPBC Entity or about any other party to or throughout any NPBC Entity or otherwise, except upon a "need to know" basis. No such disclosure shall be made except in compliance with:

- NPBC's Policy Statement Regarding Misuse of Material Non-Public Information which is attached hereto and incorporated herein by reference. This policy statement provides for what is commonly known as a "Chinese Wall" between trust personnel and commercial lending officers.
- NPBC's Privacy Policy which has been distributed separately from this Code of Conduct and which is incorporated herein by reference.

Your attention is specifically called to the fact that confidential information may, in some cases, constitute "inside information" (material information not yet announced or otherwise disclosed publicly). The use or communication of such information could subject the covered person and NPBC to liability under the federal securities laws. All covered persons shall comply with NPBC's Statement of Company Policy on Insider Trading, which has been distributed separately from this Code of Conduct and which is incorporated by reference herein.

These restrictions on the communication of any confidential information by covered persons include communication of such information to immediate family members, except as may be required for the proper conduct of any NPBC Entity's business.

The restrictions on use, disclosure or communication of confidential information in this Code of Conduct shall continue to apply to a covered person indefinitely after such person is no longer associated in any manner with any NPBC Entity.

Any questions about the use, disclosure or communication of confidential information about any NPBC Entity, any customer or any other party, should be addressed to NPBC's Chairman or President.

Personal Investments

Covered persons, like any other individuals, may invest in NPBC's stock and in other types of investments. However, no covered person is to engage in any such transaction or to enable or encourage others to do so as a result of "inside information" obtained from any source. Any investment in NPBC's stock is to be considered a long-term investment. Speculation or active trading in NPBC's stock is prohibited.

The following additional guidelines also govern personal investments of covered persons:

- No covered person shall request investment advice from any officer of any NPBC Entity, except in the ordinary course of business or in the capacity of a customer maintaining an account relationship with an NPBC Entity. The purchase or sale of any specific investment in concert with the purchase or sale by investment personnel of any NPBC Entity of that same investment is prohibited.
- No covered person shall represent any NPBC Entity in any transaction with any person or entity in which the covered person has any material direct or indirect interest.
- Except as set forth herein under "Investment and Credit Exceptions," no covered person shall invest in the stock or other ownership of a known customer, borrower, supplier or joint venture of any NPBC Entity, or in any other entity with a known present or prospective business relationship with any NPBC Entity.
- No covered person, including any covered person who is in a position to influence the selection of brokers, shall accept any favors from members of the brokerage community which would in any way result in the covered person of any NPBC Entity being obligated in any way to the other party.
- In making personal investments, all covered persons shall be guided by a keen awareness of potential conflict. No covered person's investments shall be such as to influence his or her judgment or action in the conduct of any NPBC Entity's business. Nor shall any investments be such as to profit from any securities transactions made for customers of any NPBC Entity. All covered persons should be cautious about investing in any of NPBC's competitors, as such investments may create the appearance of a conflict of interest. If a person is in possession of any "inside information" about another company, whether by virtue of his or her position with NPBC or otherwise, he or she must refrain from engaging in any transactions in that company's stock.
- Buying stock on "margin" means borrowing money from a securities brokerage firm to finance part of the cost. All covered persons should be cautious in the use of "margin," as in the use of any other debt facility.

- An "option" is a right to buy (a "call") or sell (a "put") a specified amount of a given stock or other security, at a specified price, within a specified time period. All covered persons should be cautious in engaging in any "option" transactions, as such transactions are generally considered to involve high levels of risk. No covered person shall engage in any buying or selling of puts or calls on NPBC stock or in other transactions intended to "hedge" their investment risk in the stock.

Gifts, Entertainment and Favors

The federal Criminal Code prohibits an officer, director, employee, agent or attorney of a bank or bank holding company from corruptly soliciting or demanding for the benefit of any person, or corruptly accepting or agreeing to accept:

"anything of value from any person, intending to be influenced or rewarded in connection with any business or transaction of such institution."

In addition to fines of up to \$1 million, the statute provides for possible imprisonment for up to one year for acceptance of something with a value of \$100 or less and up to five years for acceptance of something with a value of more than \$100. The statute contains no explicit exception in terms of "reasonable" or "nominal" value or like expression.

Specific Prohibitions and Exceptions

Even though the federal Criminal Code requires a specific intent to be influenced or rewarded before a violation can occur, because of the unqualified prohibitions stated in the statute and the severe penalties for violations, prudence should usually require refusal of a gratuity (any gift, favor, entertainment, loan or other thing or service having value), whatever its value.

As a practical aid in light of traditional business amenities, the following paragraphs provide general guidelines as to specific prohibitions and also possible exceptions:

Solicitation and Acceptance

- No covered person shall solicit any gratuity, whatever the form or value (including cash or cash equivalents, bonds or debt or equity interests), either for himself or herself or for any other person or organization, from any person or organization for or in connection with any transaction or business of any NPBC Entity.
- No covered person shall accept or agree to accept any gratuity, either before or after a transaction is discussed or consummated and whatever the form or value, either for himself or herself or for any other person or organization, if the gratuity would or is intended to (or under the circumstances it could reasonably be inferred that the gratuity would or is intended to) influence such individual in the conduct of the business of any NPBC Entity.

Exceptions

The business practices listed below do not create the risk of corruption or breach of trust to the NPBC entities and are permissible. Accordingly, a covered person may accept:

- Gifts, gratuities, amenities or favors based on obvious family or personal relationships, such as those between parents, children or spouses, where the circumstances make it clear that it is the relationship, rather than the business of any NPBC Entity, which is the motivating factor.
- Meals, refreshments, travel arrangements or accommodations, or entertainment, all of reasonable value and in the course of a meeting or other occasion the purpose of which is to hold bona fide business discussions, provided that the expenses would be paid by an NPBC Entity as a reasonable business expense if not paid by another party.
- Loans from other banks or financial institutions on customary terms to finance proper and usual activities, such as home mortgage loans, except wherever prohibited by law. The person accepting the loan must ensure that the loan is not contingent upon any NPBC Entity accepting or offering any other service. Such person must also ensure that any loan from a correspondent bank is made on an arm's-length basis and does not include any preferential terms.
- Advertising or promotional material of reasonable value, such as pens, pencils, note pads, key chains, calendars, and similar items.
- Discounts or rebates on merchandise or services that do not exceed those available to other customers.
- Gifts of reasonable value that are related to commonly recognized events or occasions, such as a promotion, new job, wedding, retirement, birthday, holiday, conference, sports outing or entertainment event, provided that the frequency of such gifts is not excessive or unreasonable.
- Civic, charitable, educational or religious organizational awards for recognition of service and accomplishment.
- Other items of value not listed above, if prior approval is obtained as set forth herein under "Approval and Reporting Process."

Reporting

If anything of value, beyond reasonable or nominal value, is offered to or received by a covered person, the covered person shall immediately report that fact to NPBC.

Applicability Between Financial Institutions

The federal Criminal Code prohibitions described above apply to a gratuity given by one financial institution to a representative of another unrelated financial institution, including a bank holding company as donor or recipient. All covered persons must keep this in mind in their relationships with representatives of other financial institutions. Any gratuity given in violation of the statute is a criminal offense by the donor as well as the recipient.

Bequests, Legacies, Appointments

No employee shall, without prior approval, as provided in this Code of Conduct, receive, directly or indirectly, any bequest or legacy from a customer of any NPBC Entity, or serve as executor, trustee or guardian of any estate, trust or guardianship established by a customer of any NPBC Entity.

- This provision does not apply if the customer is a relative of the employee.

There may be an occasional instance when such a bequest or appointment is based upon a relationship with the customer other than the usual relationship with a customer. In such an instance, the employee should consider applying for a waiver of this policy. See "Approval and Reporting Process" below.

If an employee has knowledge of a potential gift or appointment, he or she must promptly take steps to have his or her interest removed. If there is any difficulty in doing so, the employee must report this fact. See "Approval and Reporting Process" below.

Financial Responsibility; Borrowings

Each covered person shall conduct his or her financial affairs in a responsible manner so as to be above criticism.

Employees may discuss emergency situations with NPBC's Human Resources Department with respect to alternatives available within NPBC's overall employee benefits program.

All covered persons shall be cautious in incurring personal debt. This statement is not intended to restrict or dissuade persons from borrowing money through arm's-length dealings for legitimate purposes. It merely urges prudence.

Except as set forth herein under "Investment and Credit Exceptions," no covered person shall borrow money from any known customer, borrower, supplier or joint venture, of any NPBC Entity, or from any other entity with a known present or prospective business relationship with any NPBC Entity.

- This prohibition also does not apply to borrowing from an entity engaged in lending in the ordinary course of its business, if the loan is on terms offered to other parties under similar circumstances without special concessions.

Loans from any NPBC Entity are likewise governed by regulatory rules and regulations restricting rates, terms, etc., by NPBC's general lending policies, and subject to NPBC's Insider Loans Policy when applicable. If any loan from an NPBC Entity to or for the benefit of a covered person shall become a "non-performing asset" or a "problem loan" (as defined in regulations of the SEC), the covered person in question shall, upon the request of the Board, resign from all positions with any NPBC Entity. Alternatively, the Board may remove such person from all such positions.

Any loan to an immediate family member of a covered person or to an entity in which a covered person has a direct or indirect material interest must be approved by an authorized lending officer other than the covered person in question. Employees may not directly or indirectly process their own personal banking transactions (other than employee internet banking) or the banking transactions of such family members or related entities.

Except as set forth herein under "Investment and Credit Exceptions":

- No covered person shall borrow money from another covered person.
- No covered person shall lend personal funds to any known customer, borrower, supplier or joint venture of any NPBC Entity, or to any other entity with a known present or prospective business relationship with any NPBC Entity.
- No covered person shall co-sign, endorse or otherwise assume personal liability, contingent or otherwise, for the borrowings of any customer or prospective customer of any NPBC Entity.

Self-Dealing, Business Opportunities

No covered person shall engage in any "self-dealing" transaction. A "self-dealing" transaction would be one in which a covered person, acting for himself or herself and also on behalf of an NPBC Entity, seeks to consummate a transaction in which self-interest is opposed to duty. No covered person shall trade on his or her position with any NPBC Entity.

No covered person shall accept from any person or entity doing business with, or seeking to do business with, any NPBC Entity a business opportunity not available to other persons that is being made available because of such covered person's association with NPBC.

Employees' Outside Business Activities

Except as set forth below, no employee shall serve as a director or officer of a for-profit corporation other than an NPBC entity, or in any similar capacity for another for-profit entity, without prior approval as set forth herein under "Approval and Reporting Process."

NPBC discourages all employees from taking on outside employment which will encroach upon working time, interfere with regular duties, create any conflict of interest or the appearance of such, or necessitate such long hours as to affect working effectiveness. Outside activities that raise these concerns include the following:

- Employment by any entity engaged in, or personally engaging in, any activity that is deemed detrimental by NPBC to any NPBC Entity.
- Providing investment advice based upon information, reports or analyses that are available primarily from or through employment with any NPBC Entity.

- Performing accounting services for any person or entity, except those services not performed on company time and not detrimental to or in conflict with the best interests of any NPBC Entity.
- Drawing wills or engaging in any other activity which could be construed as practicing law without a license.
- Use of any NPBC Entity's equipment, supplies or facilities for non job-related activities.
- Any undertaking or endeavor that may reflect adversely upon any NPBC Entity, the employee or any other employee.
- Statements or circumstances that may imply sponsorship, endorsement or support by any NPBC Entity of any outside employer or for-profit organization.

This provision does not apply to the spouse or any other immediate family member of the employee or to any family-owned business to which the employee does not devote any significant time or effort.

Community Activities

NPBC encourages all covered persons to participate in, or hold office in, charitable, religious, educational or community organizations. If the nature or extent of any employee's participation in these activities will involve a significant encroachment on company time, the employee shall, before committing to such participation, obtain approval as set forth herein under "Approval and Reporting Process."

Political Activities

Each NPBC Entity is prohibited by law from engaging in politics or making contributions (which includes gifts, loans, advances, deposits of money or anything of value) or expenditures which, directly or indirectly, are in connection with any election, political convention or caucus held to elect persons to any political office.

NPBC encourages all covered persons to take an active role in political activities and to support, through personal contributions if they so choose, the political parties and candidates of their choice. Any covered person who holds or seeks political office should conduct himself or herself in a manner that will not bring discredit or embarrassment to any NPBC Entity, and should refrain from taking part in any issue that involves an actual or potential conflict of interest with any NPBC Entity.

Employees' Teaching, Speaking and Writing Activities

If any employee wishes to engage in any teaching, speaking or writing activity to be performed on company time, he or she must obtain prior approval as set forth herein under "Approval and Reporting Process." If any fee is offered, its acceptance is also subject to such prior approval process.

Use of Letterhead or Official Stationery

No covered person shall use the letterhead or official stationery of any NPBC Entity for personal or non NPBC-related purposes.

Purchase, Lease or Sale of Assets or Services

If any covered person wishes to purchase, lease or sell any assets or services from or to any NPBC Entity, other than the purchase of services in the ordinary course of business, he or she shall, in connection with any such proposal or bid, disclose all relevant facts and circumstances to the Board, which shall make the final decision.

In any purchase, lease or sale of assets or services by or to a covered person, the price must be commensurate with the type, level, quality and value of the assets or services sold or leased. Any such price must relate to, and be based solely on the fair value of, the assets and services sold or leased. If an NPBC Entity is the purchaser or lessee, the price may not exceed the amount that would have been paid to an unrelated party in the same transaction. If an NPBC Entity is the seller, the price may not be less than the amount that would have been paid by an unrelated party in the same transaction.

Investment and Credit Exceptions

Various provisions of this Code of Conduct prohibit investing in stock or other ownership of, borrowing money from, lending money to, or taking similar actions regarding, other covered persons or persons or entities with present or prospective business relationships with an NPBC Entity.

These provisions do not apply to a transaction with an immediate family member of a covered person or with any corporation, partnership, trust or estate (1) in which such an immediate family member has, directly or indirectly, a majority or controlling interest, or (2) over which such an immediate family member has, directly or indirectly, majority control.

These provisions also do not apply to a transaction with any corporation or other entity which (1) employs the covered person in his or her principal occupation, or (2) is a publicly owned entity.

Equal Treatment

In accordance with fair lending regulations and prudent business practices, NPBC prohibits illegal discrimination with respect to the business of any NPBC Entity. Therefore, no covered person shall, in conducting any business for any NPBC Entity, discriminate against any individual on the basis of race, color, religion, sex, marital or familial status, age, national origin, disability, receipt of public assistance or good faith exercise of rights under the Federal Consumer Credit Protection Act.

Public Disclosures

It is NPBC's policy that the information in its public communications, including all reports and other documents filed with the SEC, be full, fair, accurate, complete, timely and understandable. All covered persons are expected to perform their responsibilities and to act otherwise in furtherance of this policy.

In particular, all individuals who are involved in NPBC's public disclosure process are required to maintain familiarity with the public disclosure requirements applicable to NPBC and to share knowledge and maintain skills important and relevant to NPBC's public disclosure process. All such persons are prohibited from knowingly misrepresenting, omitting, or causing others to misrepresent or omit, material facts about NPBC to others, whether within or without NPBC, including NPBC's independent auditors. In addition, any person who has a supervisory role in NPBC's public disclosure process has an obligation to discharge his or her responsibilities diligently.

Accounting Practices

All covered persons are expected to observe and comply with accounting principles generally accepted in the United States, the system of internal controls, including internal control over financial reporting, and disclosure controls and procedures established by NPBC, and provisions of the Foreign Corrupt Practices Act requiring that corporate books and records accurately and fairly reflect in reasonable detail the financial condition and results of operations of NPBC and its subsidiaries and affiliated companies. In furtherance of these requirements, all covered persons must practice the following:

- All corporate assets and resources employed by or entrusted to him or her must be used and controlled in a responsible manner.
- No false, misleading or artificial entry shall be made on corporate books, records and reports for any reason;
- No undisclosed or unreported corporate funds or assets shall be established for any purpose; and
- No payments from corporate funds or other assets shall be approved or be made with the intention or understanding that any part of such payment will be used for any purpose other than that described by the documents supporting the payment. All payments must be supported with appropriately approved purchase orders, invoices or receipts, expense reports or other customary documents, all in accordance with established NPBC policy.

All covered persons shall comply with NPBC's Internal Control Policy, which has been distributed separately from this Code of Conduct and which is incorporated by reference herein.

Compliance with Laws, Rules and Regulations, and NPBC Policies and Procedures

This Code of Conduct is based on NPBC's policy that all covered persons comply with all applicable laws, rules and regulations of federal, state, and local governments applicable to NPBC and/or any other NPBC Entity, and with the rules and regulations of private and public regulatory agencies having jurisdiction over NPBC and/or any other NPBC Entity. While these legal requirements prescribe a minimum standard of conduct, this Code of Conduct requires conduct that often exceeds the legal standard.

NPBC and certain other NPBC Entities have numerous other specific policies and procedures governing both topics addressed by this Code of Conduct such as NPBC's Statement of Company Policy on Insider Trading and Internal Control Policy, and other topics such as NPBC's Policy on Harassment. All of these other policies and procedures have been distributed separately from this Code of Conduct and all of them are incorporated herein by reference. Covered persons are expected to comply with these other policies and procedures as part of this Code of Conduct.

Approval and Reporting Process

If any covered person wishes to obtain approval of any particular action, or a waiver of any of the requirements of this Code of Conduct in any particular situation, he or she may apply for such approval or waiver, and such application will be given due consideration. Any such application shall be made by disclosing all the relevant facts and circumstances to the approving authority, as follows:

- For directors and executive officers, only the Board may grant such approval. NPBC shall file a public report with the SEC on Form 8-K or make public disclosure on its website within five days of such action, including a complete statement of the action taken and the reasons for such action, when required by law or applicable regulation.
- For other employees, the executive officer responsible for the NPBC Entity department to which the person in question is assigned may grant such approval or waiver. In any such event, the approving officer shall promptly report such action to NPBC's Chairman, President and the Board.
- For all other covered persons, NPBC's Chairman or President may grant such approval.

If any covered person is required by this Code of Conduct to report any facts, he or she shall make such report to the person or persons to whom he or she would apply for a waiver hereunder. However, possible violations of this Code of Conduct shall be reported as set forth herein at "Reporting Possible Violations."

Interpretations

If any employee does not understand any provision of this Code of Conduct or desires an interpretation concerning his or her own situation, such employee should consult with the executive officer responsible for the NPBC Entity department to which such employee is assigned. Any other covered person should consult with NPBC's Chairman or President.

Annual Acknowledgements

Each director and executive officer of NPBC shall, at least annually, complete and sign the attached form of Acknowledgment, and file it with NPBC's Corporate Secretary's Office.

Each other covered person shall, at least annually, complete and sign the attached form of Acknowledgment, and file it with NPBC's Human Resources Department.

If there shall be any material change of circumstances after such Acknowledgment is filed, the covered person should report that change immediately in writing to the Board's Audit Committee and the Board's Nominating/Corporate Governance Committee, or to NPBC's Human Resources Department, as the case may be.

Reporting Possible Violations

Any person having knowledge or reason to believe that a violation of this Code of Conduct by a director or executive officer of NPBC may exist shall immediately report the possible violation to the Chair of the Board's Audit Committee or the Chair of the Board's Nominating/Corporate Governance Committee.

Any person having knowledge or reason to believe that a violation of this Code of Conduct by any other covered person may exist shall immediately report the possible violation to NPBC's Chairman or President and to NPBC's Chief Auditor.

In any case, a person may report an existing or potential violation of this Code of Conduct by any covered person by utilizing the "Whistleblower" procedure established by the Board's Audit Committee, which procedure has been distributed separately and is posted on NPBC's intranet website.

In no event shall any person reporting a possible violation of this Code of Conduct be subject to any sanction or other adverse action if the reporting person shall have acted reasonably and in good faith in making such report.

Violations, Sanctions

If any person appears to have violated any provision of this Code of Conduct, the situation will be reviewed as follows:

- The Board's Audit Committee or the Board's Nominating/Corporate Governance Committee will investigate any potential violations of this Code of Conduct by a director or executive officer and will oversee an appropriate response, including corrective action and preventive measures.
- The executive officer responsible for the department to which an employee is assigned, together with NPBC's Human Resources Department, will investigate any potential violations of this Code of Conduct by a non-executive officer employee and will oversee an appropriate response, including corrective action and preventive measures.
- If any other covered person appears to violate any provision of this Code of Conduct, the situation will be brought to the attention of NPBC's Chairman or President for review, investigation, and an appropriate response, including corrective action and preventive measures.

Any covered person who violates this Code of Conduct will face appropriate, case-specific disciplinary action, which may include demotion or discharge in the case of employees.

In any case, if it is determined that a violation of this Code of Conduct has occurred, the situation will be brought to the attention of the Board. The Board may take such further action as it deems warranted by the circumstances.

Cooperation with Investigations

Each covered person and each NPBC Entity will cooperate with all governmental authorities and agencies, including the SEC, law enforcement officials, self-regulatory agencies, including Nasdaq, NPBC's internal or external accountants, auditors, attorneys or other representatives in the investigation of any violation of this Code of Conduct and/or prosecution of any violation of this Code of Conduct which is a violation of law.

Conclusion

In this Code of Conduct, the Board sets forth the commitment of NPBC and the other NPBC Entities to conduct business in accordance with the highest ethical and moral standards and in accordance with all applicable laws, rules and regulations. All covered persons are expected to conduct themselves in accordance with these principles and procedures.

If a situation arises where a covered person feels uncertain as to the application of this Code of Conduct, he or she should consider requesting an interpretation, as set forth above at "Interpretations." Absent that, he or she should err on the side of caution. There is a legal duty of loyalty. That is paramount.

Leadership is a key part of everyone's job. Leadership, by example, is by far the most effective means.

DATED: December 17, 1986

REPLACES: Code of Conduct dated February 26, 1979.

REVISED: February 24, 1988, to reflect the final guidelines of the Board of Governors of the Federal Reserve System regarding the Bank Bribery Amendments Act of 1985.

REVISED: January 3, 1991, to reflect the addition of Sellersville Savings and Loan Association and elimination of Penn Mortgage Company.

REVISED: November 24, 1993, to reflect that "National Penn" includes each of its subsidiaries.

REVISED: April 24, 1996, to reflect equal treatment and to update generally.

REVISED: May 24, 2000, to update generally in "plain English."

REVISED: January 28, 2004, to comply with newly adopted Nasdaq Stock Market listing requirements requiring that the Sarbanes-Oxley Act "code of ethics" apply to all directors, officers and employees; replaces separate Code of Ethics adopted in January 2003 for chief executive officer and senior financial officers.

REVISED: December 22, 2004, update general matter to comply with Sarbanes Oxley.

REVISED: January 25, 2006, annual update.

REVISED: December 20, 2006, annual update.

REVISED: January 23, 2008; to limit restrictions on fiduciary appointments and relationships solely to employees.

ACKNOWLEDGEMENT

Re: National Penn Bancshares, Inc. Code of Conduct

I acknowledge that I have received, read and understand the foregoing Code of Conduct. I am in compliance with the foregoing Code of Conduct and I will comply with it in the future.

I understand that if I have questions related to this Code of Conduct I should discuss them with the appropriate party.

I understand that any violation of this Code of Conduct will subject me to appropriate disciplinary action, which may include demotion or discharge.

Signature:

Name and Title (print):

Date: _____

Version: 1/23/08

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Section 10: EX-21 (EXHIBIT 21)

Exhibit 21

**National Penn Bancshares, Inc.
29, 2008**

As of February

National Penn Bancshares, Inc.
NPB Capital Trust II
NPB Capital Trust III
NPB Capital Trust IV
NPB Capital Trust V
NPB Capital Trust VI – Issued January 19, 2006
National Penn Life Insurance Company
National Penn Investment Company
National Penn Bank
Caruso Benefits Group, Inc.
Higgins Insurance Associates
KLV Inc.
KLVI, Inc.

KNBT Settlement Services, LLC

Link Financial Services, Inc.

Link Abstract, L.P. – 8-% owned by Link Financial Services, Inc. (limited partner)

National Penn Capital Advisors

National Penn Insurance Agency, Inc.

National Penn Investors Trust Company

National Penn Leasing Company

National Penn Management Services, LLC

National Penn Realty, Inc.

NPB Delaware, Inc.

Vantage Investment Advisors, LLC

Christiana Bank & Trust Company

Christiana Corporate Services, Inc.

Monarch Management Services, LLC

Christiana Trust Company, LLC

KNBT Inv. I

KNBT Inv. II

Nittany Asset Management, Inc.

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Section 11: EX-23 (EXHIBIT 23)

Exhibit 23

Consent of Independent Registered Public Accounting Firm

We have issued our reports dated February 29, 2008 (which includes an explanatory paragraph relating to the adoption of Statement of Financial Accounting Standard (FASB) No. 158 as of December 31, 2006 and FASB No.'s 157 and 159 as of January 1, 2007) accompanying the consolidated financial statements and management's assessment of the effectiveness of internal control included in the Annual Report of National Penn Bancshares, Inc. and subsidiaries on Form 10-K for the year ended December 31, 2007. We hereby consent to the incorporation by reference of said reports in the Registration Statements of National Penn Bancshares, Inc. on Forms S-3 (File No. 333-146617, effective October 10, 2007; File No. 333-146423, effective October 1, 2007 as amended on November 5, 2007; File No. 333-139599, effective December 22, 2006; File No. 333-88536, effective May 17, 2002 as amended on December 29, 2006; File No. 333-87549, effective September 22, 1999 as amended on May 17, 2002; File No. 333-04729, effective May 30, 1996, as amended on September 22, 1999; File No. 033-86094, effective November 7, 1994, as amended May 5, 1996) and on Forms S-8 (File No. 333-149274, effective February 15, 2008; File No. 333-148598, effective January 10, 2008; File No. 333-131620, effective February 2, 2006; File No. 333-125086, effective May 5, 2005; File No. 333-116767, effective June 23, 2004; File No. 333-11375, File No. 333-11376 and File No. 333-11377, effective December 19, 2003; File No. 333-103616 and File No. 333-103617 effective March 5, 2003; File No. 333-75730, effective December 21, 2001 as amended on January 7, 2002, File No. 333-60096, effective May 3, 2001, File No. 333-54520 and File No. 333-54556, effective on January 29, 2001; File No. 333-71391, effective January 29, 1999; File No. 333-27101, File No. 333-27103, and File No. 333-27059, effective May 14, 1997; File No. 33-91630, effective April 27, 1995; File No. 33-87654, effective December 22, 1994).

/s/ GRANT THORNTON LLP

Philadelphia, Pennsylvania

February 29, 2008

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Section 12: EX-31.1 (EXHIBIT 31.1)

CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Glenn E. Moyer, certify that:

1. I have reviewed this report on Form 10-K of National Penn Bancshares, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 29, 2008

/s/ Glenn E. Moyer
Glenn E. Moyer
President and Chief Executive Officer

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Section 13: EX-31.2 (EXHIBIT 31.2)

CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Michael R. Reinhard, certify that:

1. I have reviewed this report on Form 10-K of National Penn Bancshares, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to

make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 29, 2008

/s/ Michael R. Reinhard
Michael R. Reinhard
Chief Financial Officer,
and Group Executive Vice President

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Section 14: EX-32.1 (EXHIBIT 32.1)

Exhibit 32.1

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to 18 U.S.C. Section 1350, the undersigned officer of National Penn Bancshares, Inc. (the "Company") hereby certifies that the Company's Annual Report on Form 10-K for the year ended December 31, 2007 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 29, 2008

/s/ Glenn E. Moyer
Name: Glenn E. Moyer
Title: President and
Chief Executive Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and not for any other purpose.

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Section 15: EX-32.2 (EXHIBIT 32.2)

Exhibit 32.2

**CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, the undersigned officer of National Penn Bancshares, Inc. (the "Company") hereby certifies that the Company's Annual Report on Form 10-K for the year ended December 31, 2007 (the "Report") fully complies with the requirements of Section 13(a) or (d), as applicable, of the Securities Exchange Act of 1934, and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 29, 2008

/s/ Michael R. Reinhard
Name: Michael R. Reinhard
Title: Chief Financial Officer,
and Group Executive Vice President

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and not for any other purpose.

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