

EXTENSION GRANTED TO 2/15/2010

Form **990**Department of the Treasury  
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

OMB No 1545-0047

**2008**Open to Public  
Inspection

▶ The organization may have to use a copy of this return to satisfy state reporting requirements

**A For the 2008 calendar year, or tax year beginning JUL 1, 2008 and ending JUN 30, 2009****B** Check if applicable

- ☒ Address change  
☐ Name change  
☐ Initial return  
☒ Termination  
☐ Amended return  
☐ Application pending

Please use IRS label or print or type  
See Specific Instructions**C Name of organization****PLANNED PARENTHOOD OF CHESTER COUNTY INC  
C/O PLANNED PARENTHOOD SEPA**

Doing Business As

Number and street (or P.O. box if mail is not delivered to street address)

**1144 LOCUST ST**

Room/suite

City or town, state or country, and ZIP + 4

**PHILADELPHIA, PA 19107****F Name and address of principal officer: KELVIN L. KEAN  
SAME AS C ABOVE****D Employer identification number****23-1683247****E Telephone number****215-351-5528****G Gross receipts \$****2,666,393.****H(a) Is this a group return for affiliates?**☐ Yes ☒ No**H(b) Are all affiliates included?**☐ Yes ☐ No

If "No," attach a list (see instructions)

**H(c) Group exemption number ▶****I Tax-exempt status:** ☒ 501(c) ( 3 ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527**J Website:** **WWW.PLAN4IT.ORG****K Type of organization:** ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L Year of formation:** **1967****M State of legal domicile:** **PA****Part I Summary**

<b>Activities &amp; Governance</b>	1	Briefly describe the organization's mission or most significant activities	<b>SEE PAGE 2, PART III, STATEMENT OF PROGRAM SERVICE ACCOMPLISHMENTS.</b>	
	2	Check this box <input checked="" type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>14</b>
	4	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>14</b>
	5	Total number of employees (Part V, line 2a)	<b>5</b>	<b>81</b>
	6	Total number of volunteers (estimate if necessary)	<b>6</b>	<b>110</b>
	<b>Revenue</b>	7a	Total gross unrelated business revenue from Part VIII, line 12, column (C)	<b>7a</b>
b		Net unrelated business taxable income from Form 990-T, line 34	<b>7b</b>	<b>0.</b>
8		Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b>	<b>Current Year</b>
9		Program service revenue (Part VIII, line 2g)	<b>1,157,477.</b>	<b>826,231.</b>
10		Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>1,144,539.</b>	<b>1,180,915.</b>
11		Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>72,017.</b>	<b>&lt;37,324.&gt;</b>
12		Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>15,252.</b>	<b>21,996.</b>
13		Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>2,389,285.</b>	<b>1,991,818.</b>
14		Benefits paid to or for members (Part IX, column (A), line 4)		
<b>Expenses</b>		15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>1,871,613.</b>
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>191,170.</b>		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24f)	<b>1,091,279.</b>	<b>1,464,681.</b>
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>2,962,892.</b>	<b>3,070,121.</b>
<b>Net Assets or Fund Balances</b>	19	Revenue less expenses. Subtract line 18 from line 12	<b>&lt;573,607.&gt;</b>	<b>&lt;1,078,303.&gt;</b>
	20	Total assets (Part X, line 16)	<b>Beginning of Year</b>	<b>End of Year</b>
	21	Total liabilities (Part X, line 26)	<b>3,933,717.</b>	<b>2,423,416.</b>
	22	Net assets or fund balances. Subtract line 21 from line 20	<b>733,503.</b>	<b>501,910.</b>
			<b>3,200,214.</b>	<b>1,921,506.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer

Date

**KELVIN L. KEAN, TREASURER**

Type or print name and title

**Paid Preparer's Use Only**

Preparer's signature

**MARIANNE MAK**  
**BBD, LLP**  
**1835 MARKET STREET, 26TH FLOOR**  
**PHILADELPHIA, PA 19103**

Date

**1/5/2010**Check if self-employed ☐

Preparer's identifying number (see instructions)

EIN ▶

Phone no. ▶ **215-567-7770**

May the IRS discuss this return with the preparer shown above? (see instructions)

☐ Yes ☐ No

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PLANNED PARENTHOOD OF CHESTER COUNTY INC

Form 990 (2008)

C/O PLANNED PARENTHOOD SEPA

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**Part III** Statement of Program Service Accomplishments (see instructions)

- 1 Briefly describe the organization's mission. SEE SCHEDULE O FOR CONTINUATION  
PLANNED PARENTHOOD OF CHESTER COUNTY BELIEVES IN THE FUNDAMENTAL RIGHT  
OF EACH INDIVIDUAL TO MANAGE HIS OR HER FERTILITY. BASED ON THIS  
BELIEF, AND REFLECTING THE DIVERSE COMMUNITIES WITHIN WHICH WE  
OPERATE, PLANNED PARENTHOOD OF CHESTER COUNTY: PROVIDES COMPREHENSIVE
- 2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No  
If "Yes", describe these new services on Schedule O.
- 3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No  
If "Yes", describe these changes on Schedule O.
- 4 Describe the exempt purpose achievements for each of the organization's three largest program services by expenses. Section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 2,103,500. including grants of \$ 0. ) (Revenue \$ 1,176,715. )  
REPRODUCTIVE AND COMPLEMENTARY HEALTHCARE AND OTHER MEDICAL SERVICES -  
[A] FAMILY PLANNING SERVICES;  
[B] CANCER SCREENING; STD TEST; MIDLIFE SERVICES; ABORTIONS; EMERGENCY  
CONTRACEPTIONS;  
[C] OTHER SERVICES  
[D] NUMBER OF CLIENTS SERVED - 9,790  
[E] NUMBER OF VISITS - 22,886

4b (Code: ) (Expenses \$ 187,980. including grants of \$ 0. ) (Revenue \$ 4,200. )  
EDUCATIONAL SERVICES -  
[A] MULTI-SESSION COMMUNITY EDUCATION FOR YOUTH: 150 PARTICIPANTS;  
[B] SEX 101/201: 45 PARTICIPANTS;  
[C] LATINAS UNIDAS: 53 PARTICIPANTS; AND  
[D] SPOT (SPACE TO BE PROUD, OPEN AND TOGETHER): 21 PARTICIPANTS.

4c (Code: ) (Expenses \$ 58,806. including grants of \$ ) (Revenue \$ )  
COMMUNITY SERVICES -  
[A] WORKED TO MAKE PRO-CHOICE, PRO-FAMILY PLANNING VOICES HEARD THROUGH  
GRASSROOTS, CAMPUS, AND ONLINE ORGANIZING;  
[B] VOTER REGISTRATION DRIVES;  
[C] COMMUNITY EDUCATION ABOUT REPRODUCTIVE HEALTH CARE ISSUES; AND  
[D] PUBLIC AFFAIRS CAMPAIGNS.

4d Other program services. (Describe in Schedule O.)  
(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses \$ 2,350,286. (Must equal Part IX, Line 25, column (B))

**PLANNED PARENTHOOD OF CHESTER COUNTY INC**  
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**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	<b>X</b>	
<b>2</b> Is the organization required to complete Schedule B, Schedule of Contributors?	<b>X</b>	
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	<b>X</b>	
<b>4</b> <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities? <i>If "Yes," complete Schedule C, Part II</i>	<b>X</b>	
<b>5</b> <b>Section 501(c)(4), 501(c)(5), and 501(c)(6) organizations.</b> Is the organization subject to the section 6033(e) notice and reporting requirement and proxy tax? <i>If "Yes," complete Schedule C, Part III</i>	<b>N/A</b>	
<b>6</b> Did the organization maintain any donor advised funds or any accounts where donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		<b>X</b>
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		<b>X</b>
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		<b>X</b>
<b>9</b> Did the organization report an amount in Part X, line 21, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		<b>X</b>
<b>10</b> Did the organization hold assets in term, permanent, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	<b>X</b>	
<b>11</b> Did the organization report an amount in Part X, lines 10, 12, 13, 15, or 25? <i>If "Yes," complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable</i>	<b>X</b>	
<b>12</b> Did the organization receive an audited financial statement for the year for which it is completing this return that was prepared in accordance with GAAP? <i>If "Yes," complete Schedule D, Parts XI, XII, and XIII</i>	<b>X</b>	
<b>13</b> Is the organization a school as described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		<b>X</b>
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the U.S.?		<b>X</b>
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, and program service activities outside the U.S.? <i>If "Yes," complete Schedule F, Part I</i>		<b>X</b>
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? <i>If "Yes," complete Schedule F, Part II</i>		<b>X</b>
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? <i>If "Yes," complete Schedule F, Part III</i>		<b>X</b>
<b>17</b> Did the organization report more than \$15,000 on Part IX, column (A), line 11e? <i>If "Yes," complete Schedule G, Part I</i>		<b>X</b>
<b>18</b> Did the organization report more than \$15,000 total on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		<b>X</b>
<b>19</b> Did the organization report more than \$15,000 on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		<b>X</b>
<b>20</b> Did the organization operate one or more hospitals? <i>If "Yes," complete Schedule H</i>		<b>X</b>
<b>21</b> Did the organization report more than \$5,000 on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		<b>X</b>
<b>22</b> Did the organization report more than \$5,000 on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		<b>X</b>
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, questions 3, 4, or 5? <i>If "Yes," complete Schedule J</i>		<b>X</b>
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer questions 24b-24d and complete Schedule K</i> <i>If "No," go to question 25</i>		<b>X</b>
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
<b>25a</b> <b>Section 501(c)(3) and 501(c)(4) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		<b>X</b>
<b>b</b> Did the organization become aware that it had engaged in an excess benefit transaction with a disqualified person from a prior year? <i>If "Yes," complete Schedule L, Part I</i>		<b>X</b>
<b>26</b> Was a loan to or by a current or former officer, director, trustee, key employee, highly compensated employee, or disqualified person outstanding as of the end of the organization's tax year? <i>If "Yes," complete Schedule L, Part II</i>		<b>X</b>
<b>27</b> Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, or substantial contributor, or to a person related to such an individual? <i>If "Yes," complete Schedule L, Part III</i>		<b>X</b>

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**Part IV Checklist of Required Schedules** (continued)

	Yes	No
<b>28</b> During the tax year, did any person who is a current or former officer, director, trustee, or key employee		
<b>a</b> Have a direct business relationship with the organization (other than as an officer, director, trustee, or employee), or an indirect business relationship through ownership of more than 35% in another entity (individually or collectively with other person(s) listed in Part VII, Section A)? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
<b>b</b> Have a family member who had a direct or indirect business relationship with the organization? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
<b>c</b> Serve as an officer, director, trustee, key employee, partner, or member of an entity (or a shareholder of a professional corporation) doing business with the organization? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	<b>X</b>	
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		<b>X</b>
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	<b>X</b>	
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		<b>X</b>
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		<b>X</b>
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Parts II, III, IV, and V, line 1</i>	<b>X</b>	
<b>35</b> Is any related organization a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	<b>X</b>	
<b>36</b> <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		<b>X</b>
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		<b>X</b>

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**Part V Statements Regarding Other IRS Filings and Tax Compliance**

		Yes	No
<b>1a</b>	Enter the number reported in Box 3 of Form 1096, Annual Summary and Transmittal of U.S. Information Returns. Enter -0- if not applicable	12	
<b>1b</b>	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	0	
<b>1c</b>	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	81	
<b>2b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file this return. (see instructions)	X	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year covered by this return?		X
<b>3b</b>	If "Yes," has it filed a Form 990-T for this year? If "No," provide an explanation in Schedule O		
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
<b>4b</b>	If "Yes," enter the name of the foreign country. <span style="float:right">See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.</span>		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
<b>5b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
<b>5c</b>	If "Yes," to question 5a or 5b, did the organization file Form 8886-T, Disclosure by Tax-Exempt Entity Regarding Prohibited Tax Shelter Transaction?		
<b>6a</b>	Did the organization solicit any contributions that were not tax deductible?		X
<b>6b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>7a</b>	Did the organization provide goods or services in exchange for any quid pro quo contribution of more than \$75?		X
<b>7b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
<b>7c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
<b>7d</b>	If "Yes," indicate the number of Forms 8282 filed during the year		
<b>7e</b>	Did the organization, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
<b>7f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
<b>7g</b>	For all contributions of qualified intellectual property, did the organization file Form 8899 as required?		
<b>7h</b>	For contributions of cars, boats, airplanes, and other vehicles, did the organization file a Form 1098-C as required?		
<b>8</b>	<b>Section 501(c)(3) and other sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations.</b> Did the supporting organization, or a fund maintained by a sponsoring organization, have excess business holdings at any time during the year? <div align="right">N/A</div>	8	
<b>9</b>	<b>Section 501(c)(3) and other sponsoring organizations maintaining donor advised funds.</b>		
<b>9a</b>	Did the organization make any taxable distributions under section 4966? <div align="right">N/A</div>	9a	
<b>9b</b>	Did the organization make a distribution to a donor, donor advisor, or related person? <div align="right">N/A</div>	9b	
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter: <div align="right">N/A</div>		
<b>10a</b>	Initiation fees and capital contributions included on Part VIII, line 12		
<b>10b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter: <div align="right">N/A</div>		
<b>11a</b>	Gross income from members or shareholders		
<b>11b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them)		
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	12a	
<b>12b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year <div align="right">N/A</div>	12b	

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## **Part VI Governance, Management, and Disclosure** (Sections A, B, and C request information about policies not required by the Internal Revenue Code)

### **Section A. Governing Body and Management**

	Yes	No
For each "Yes" response to lines 2-7b below, and for a "No" response to lines 8 or 9b below, describe the circumstances, processes, or changes in Schedule O. See instructions.		
1a Enter the number of voting members of the governing body	1a	14
b Enter the number of voting members that are independent	1b	14
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2	X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?	3	X
4 Did the organization make any significant changes to its organizational documents since the prior Form 990 was filed?	4	X
5 Did the organization become aware during the year of a material diversion of the organization's assets?	5	X
6 Does the organization have members or stockholders?	6	X
7a Does the organization have members, stockholders, or other persons who may elect one or more members of the governing body?	7a	X
b Are any decisions of the governing body subject to approval by members, stockholders, or other persons?	7b	X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a The governing body?	8a	X
b Each committee with authority to act on behalf of the governing body?	8b	X
9a Does the organization have local chapters, branches, or affiliates?	9a	X
b If "Yes," does the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with those of the organization?	9b	
10 Was a copy of the Form 990 provided to the organization's governing body before it was filed? All organizations must describe in Schedule O the process, if any, the organization uses to review the Form 990	10	X
11 Is there any officer, director or trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O	11	X

### **Section B. Policies**

	Yes	No
12a Does the organization have a written conflict of interest policy? If "No," go to line 13	12a	X
b Are officers, directors or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X
c Does the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this is done	12c	X
13 Does the organization have a written whistleblower policy?	13	X
14 Does the organization have a written document retention and destruction policy?	14	X
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision		
a The organization's CEO, Executive Director, or top management official?	15a	X
b Other officers or key employees of the organization?	15b	X
Describe the process in Schedule O (see instructions)		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	X
b If "Yes," has the organization adopted a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and taken steps to safeguard the organization's exempt status with respect to such arrangements?	16b	

### **Section C. Disclosure**

17 List the states with which a copy of this Form 990 is required to be filed ► **NONE**

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you make these available. Check all that apply.  
☐ Own website ☒ Another's website ☒ Upon request

19 Describe in Schedule O whether (and if so, how), the organization makes its governing documents, conflict of interest policy, and financial statements available to the public.

20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization ►  
**C/O PLANNED PARENTHOOD SOUTHEASTERN PENNSYLVANIA - 215-351-5500**  
**1144 LOCUST STREET, PHILADELPHIA, PA 19107**

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**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

1a Complete this table for all persons required to be listed. Use Schedule J-2 if additional space is needed.

• List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation, and **current** key employees. Enter -0- in columns (D), (E), and (F) if no compensation was paid.

• List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.

• List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.

• List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☒ Check this box if the organization did not compensate any officer, director, trustee, or key employee.

(A) Name and Title	(B) Average hours per week	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
CATHY A WILSON, ESQ. BOARD CHAIR	0.50	X		X				0.	0.	0.
MARILYNNE S ROSEN BOARD VICE CHAIR	0.50	X		X				0.	0.	0.
SALLY CRAMER BOARD SECRETARY	0.50	X		X				0.	0.	0.
KELVIN KEAN BOARD TREASURER	2.00	X		X				0.	0.	0.
ROBERT B BURLEIGH BOARD MEMBER	0.50	X						0.	0.	0.
NANCY H EALES BOARD MEMBER	0.50	X						0.	0.	0.
VALERIE HAYES JESTER BOARD MEMBER	0.50	X						0.	0.	0.
SAMUEL M LAIRD BOARD MEMBER	0.50	X						0.	0.	0.
KAREN MCCOOL BOARD MEMBER	0.50	X						0.	0.	0.
PATRICIA L SCHULTZ BOARD MEMBER	0.50	X						0.	0.	0.
KEAN SPENCER BOARD MEMBER	0.50	X						0.	0.	0.
MARTIN STEVENS BOARD MEMBER	0.50	X						0.	0.	0.
THOMAS TOLIN BOARD MEMBER	0.50	X						0.	0.	0.
JUDY WILSON BOARD MEMBER	0.50	X						0.	0.	0.
DAYLE STEINBERG CHIEF EXECUTIVE OFFICER	10.00			X				0.	0.	0.
VERA BAILEY CHIEF FINANCIAL OFFICER	5.00			X				0.	0.	0.

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**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
<b>1b Total</b>								<b>0.</b>	<b>0.</b>	<b>0.</b>

**2** Total number of individuals (including those in 1a) who received more than \$100,000 in reportable compensation from the organization 0

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		<b>X</b>
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		<b>X</b>
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		<b>X</b>

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization.

(A) Name and business address	(B) Description of services	(C) Compensation
PLANNED PARENTHOOD SOUTHEASTERN PA 1144 LOCUST STREET, PHILADELPHIA, PA 19107	MANAGEMENT SERVICES	125,500.

**2** Total number of independent contractors (including those in 1) who received more than \$100,000 in compensation from the organization 1



**PLANNED PARENTHOOD OF CHESTER COUNTY INC**  
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**Part VIII Statement of Revenue**

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514
<b>Contributions, gifts, grants and other similar amounts</b>	<b>1 a</b>	Federated campaigns	<b>1a</b> 71,294.				
	<b>b</b>	Membership dues	<b>1b</b>				
	<b>c</b>	Fundraising events	<b>1c</b>				
	<b>d</b>	Related organizations	<b>1d</b>				
	<b>e</b>	Government grants (contributions)	<b>1e</b> 324,066.				
	<b>f</b>	All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b> 430,871.				
	<b>g</b>	Noncash contributions included in lines 1a-1f \$	49,692.				
	<b>h</b>	<b>Total.</b> Add lines 1a-1f		826,231.			
	<b>Program Service Revenue</b>	<b>2 a</b>	<u>PATIENT REVENUE</u>	Business Code	1,176,715.	1,176,715.	
<b>b</b>		<u>EDUCATION SERVICE FEES</u>		4,200.	4,200.		
<b>c</b>							
<b>d</b>							
<b>e</b>							
<b>f</b>		All other program service revenue					
<b>g</b>		<b>Total.</b> Add lines 2a-2f		1,180,915.			
<b>Other Revenue</b>		<b>3</b>	Investment income (including dividends, interest, and other similar amounts)		48,883.		
	<b>4</b>	Income from investment of tax-exempt bond proceeds					
	<b>5</b>	Royalties					
	<b>6 a</b>	Gross Rents	(i) Real (ii) Personal				
	<b>b</b>	Less: rental expenses					
	<b>c</b>	Rental income or (loss)					
	<b>d</b>	Net rental income or (loss)					
	<b>7 a</b>	Gross amount from sales of assets other than inventory	(i) Securities (ii) Other	588,368.			
	<b>b</b>	Less: cost or other basis and sales expenses		674,575.			
	<b>c</b>	Gain or (loss)		<86,207.>			
	<b>d</b>	Net gain or (loss)		<86,207.>			<86,207.>
	<b>8 a</b>	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	a				
	<b>b</b>	Less: direct expenses	b				
	<b>c</b>	Net income or (loss) from fundraising events					
	<b>9 a</b>	Gross income from gaming activities. See Part IV, line 19	a				
	<b>b</b>	Less: direct expenses	b				
	<b>c</b>	Net income or (loss) from gaming activities					
	<b>10 a</b>	Gross sales of inventory, less returns and allowances	a	3,000.			
	<b>b</b>	Less: cost of goods sold	b				
	<b>c</b>	Net income or (loss) from sales of inventory		3,000.			3,000.
<b>Miscellaneous Revenue</b>			Business Code				
<b>11 a</b>	<u>REFUND/REBATE</u>		15,229.			15,229.	
<b>b</b>	<u>COBRA PAYMENT</u>		3,767.			3,767.	
<b>c</b>							
<b>d</b>	All other revenue						
<b>e</b>	<b>Total.</b> Add lines 11a-11d		18,996.				
<b>12</b>	<b>Total Revenue.</b> Add lines 1h, 2g, 3, 4, 5, 6d, 7d, 8c, 9c, 10c, and 11e		1,991,818.	1,180,915.	0.	<15,328.>	

**PLANNED PARENTHOOD OF CHESTER COUNTY INC**  
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**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns.

All other organizations must complete column (A) but are not required to complete columns (B), (C), and (D).

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21				
2 Grants and other assistance to individuals in the U S See Part IV, line 22				
3 Grants and other assistance to governments, organizations, and individuals outside the U S See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	1,355,932.	1,152,578.	131,265.	72,089.
8 Pension plan contributions (include section 401(k) and section 403(b) employer contributions)	6,106.	5,124.	619.	363.
9 Other employee benefits	143,794.	121,849.	14,474.	7,471.
10 Payroll taxes	99,608.	84,530.	9,734.	5,344.
11 Fees for services (non-employees):				
a Management	125,500.	37,650.	62,750.	25,100.
b Legal	38,288.		38,288.	
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other	370,642.	254,988.	112,581.	3,073.
12 Advertising and promotion	11,966.	10,567.	1,256.	143.
13 Office expenses	154,232.	95,954.	39,062.	19,216.
14 Information technology	34,228.	27,285.	2,922.	4,021.
15 Royalties				
16 Occupancy	185,674.	178,175.	5,255.	2,244.
17 Travel	20,442.	12,181.	6,242.	2,019.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	11,737.	845.	10,888.	4.
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	102,979.	87,142.	9,937.	5,900.
23 Insurance	60,231.	51,198.	5,831.	3,202.
24 Other expenses. Itemize expenses not covered above. (Expenses grouped together and labeled miscellaneous may not exceed 5% of total expenses shown on line 25 below.)				
a <b>PROGRAM SUPPLIES</b>	247,561.	219,049.	1,051.	27,461.
b <b>LITIGATION SETTLEMENT</b>	75,000.	0.	75,000.	0.
c <b>PRINTING-FUNDRAISING</b>	13,500.	0.	0.	13,500.
d <b>DEBT FOREGIVENESS-PPACC</b>	9,094.	9,094.	0.	0.
e <b>TRAINING &amp; RECRUITMENT</b>	3,607.	2,077.	1,510.	20.
f All other expenses				
25 Total functional expenses. Add lines 1 through 24f	3,070,121.	2,350,286.	528,665.	191,170.
26 Joint Costs. Check here <input type="checkbox"/> if following SOP 98-2. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation				

**PLANNED PARENTHOOD OF CHESTER COUNTY INC**  
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**Part X Balance Sheet**

		(A) Beginning of year		(B) End of year
<b>Assets</b>	1 Cash - non-interest-bearing	9,095.	1	30,226.
	2 Savings and temporary cash investments	156,382.	2	75,124.
	3 Pledges and grants receivable, net	223,279.	3	80,813.
	4 Accounts receivable, net	369,430.	4	270,590.
	5 Receivables from current and former officers, directors, trustees, key employees, or other related parties. Complete Part II of Schedule L.		5	
	6 Receivables from other disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B). Complete Part II of Schedule L.		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use	42,560.	8	5,329.
	9 Prepaid expenses and deferred charges	12,023.	9	4,772.
	10a Land, buildings, and equipment, cost basis	2,101,664.		
	b Less: accumulated depreciation. Complete Part VI of Schedule D	1,271,233.		
		933,411.	10c	830,431.
	11 Investments - publicly traded securities	2,100,185.	11	1,066,205.
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
15 Other assets. See Part IV, line 11	87,352.	15	59,926.	
16 <b>Total assets.</b> Add lines 1 through 15 (must equal line 34)	3,933,717.	16	2,423,416.	
<b>Liabilities</b>	17 Accounts payable and accrued expenses	387,238.	17	201,910.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow account liability. Complete Part IV of Schedule D.		21	
	22 Payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L.		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable		24	
	25 Other liabilities. Complete Part X of Schedule D.	346,265.	25	300,000.
	26 <b>Total liabilities.</b> Add lines 17 through 25	733,503.	26	501,910.
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow SFAS 117, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27 through 29, and lines 33 and 34.</b>			
	27 Unrestricted net assets	1,457,372.	27	693,942.
	28 Temporarily restricted net assets	225,909.	28	93,217.
	29 Permanently restricted net assets	1,516,933.	29	1,134,347.
	<b>Organizations that do not follow SFAS 117, check here</b> <input type="checkbox"/> <b>and complete lines 30 through 34.</b>			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
	33 <b>Total net assets or fund balances</b>	3,200,214.	33	1,921,506.
	34 <b>Total liabilities and net assets/fund balances</b>	3,933,717.	34	2,423,416.

**Part XI Financial Statements and Reporting**

	Yes	No
1 Accounting method used to prepare the Form 990 <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other		
2a Were the organization's financial statements compiled or reviewed by an independent accountant?		X
b Were the organization's financial statements audited by an independent accountant?	X	
c If "Yes" to lines 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b If "Yes," did the organization undergo the required audit or audits?		



**PLANNED PARENTHOOD OF CHESTER COUNTY INC**

Schedule A (Form 990 or 990-EZ) 2008 **C/O PLANNED PARENTHOOD SEPA**

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**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I)

**Section A. Public Support**

Calendar year (or fiscal year beginning in)▶	(a) 2004	(b) 2005	(c) 2006	(d) 2007	(e) 2008	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants.")	1382644.	1403786.	1332170.	1157477.	826,231.	6102308.
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge						
<b>4 Total.</b> Add lines 1 - 3	1382644.	1403786.	1332170.	1157477.	826,231.	6102308.
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						218,319.
<b>6 Public Support.</b> Subtract line 5 from line 4						5883989.

**Section B. Total Support**

Calendar year (or fiscal year beginning in)▶	(a) 2004	(b) 2005	(c) 2006	(d) 2007	(e) 2008	(f) Total
<b>7</b> Amounts from line 4	1382644.	1403786.	1332170.	1157477.	826,231.	6102308.
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	59,299.	78,858.	128,280.	75,017.	51,883.	393,337.
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV)	2,898.	9,100.	72,466.	12,252.	18,996.	115,712.
<b>11 Total support.</b> Add lines 7 through 10						6611357.
<b>12</b> Gross receipts from related activities, etc. (see instructions)					12	6,390,632.

**13 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2008 (line 6, column (f) divided by line 11, column (f))	<b>14</b>	89.00 %
<b>15</b> Public support percentage from 2007 Schedule A, Part IV-A, line 26f	<b>15</b>	88.08 %

**16a 33 1/3% support test - 2008.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☒

**b 33 1/3% support test - 2007.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

**17a 10% -facts-and-circumstances test - 2008.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ☐

**b 10% -facts-and-circumstances test - 2007.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ☐

**18 Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐

Schedule A (Form 990 or 990-EZ) 2008

**Part III Support Schedule for Organizations Described in Section 509(a)(2)** (Complete only if you checked the box on line 9 of Part I.)**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2004	(b) 2005	(c) 2006	(d) 2007	(e) 2008	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants.")						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge						
<b>6 Total.</b> Add lines 1 - 5						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of 1% of the total of lines 9, 10c, 11, and 12 for the year or \$5,000						
<b>c</b> Add lines 7a and 7b						
<b>8 Public support</b> (Subtract line 7c from line 6)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2004	(b) 2005	(c) 2006	(d) 2007	(e) 2008	(f) Total
<b>9</b> Amounts from line 6						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
<b>c</b> Add lines 10a and 10b						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
<b>13 Total support</b> (Add lines 9, 10c, 11, and 12)						
<b>14 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2008 (line 8, column (f) divided by line 13, column (f))	<b>15</b>	%
<b>16</b> Public support percentage from 2007 Schedule A, Part IV-A, line 27g	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2008 (line 10c, column (f) divided by line 13, column (f))	<b>17</b>	%
<b>18</b> Investment income percentage from 2007 Schedule A, Part IV-A, line 27h	<b>18</b>	%

**19a 33 1/3% support tests - 2008.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

**b 33 1/3% support tests - 2007.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

**SCHEDULE C**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Political Campaign and Lobbying Activities**

For Organizations Exempt From Income Tax Under section 501(c) and section 527

OMB No 1545-0047

**2008**

Open to Public  
Inspection

► To be completed by organizations described below.

► Attach to Form 990 or Form 990-EZ.

If the organization answered "Yes," to Form 990, Part IV, line 3, or Form 990-EZ, Part VI, line 46 (Political Campaign Activities), then

- Section 501(c)(3) organizations Complete Parts I-A and B Do not complete Part I-C
- Section 501(c) (other than section 501(c)(3)) organizations: Complete Parts I-A and C below Do not complete Part I-B
- Section 527 organizations: Complete Part I-A only.

If the organization answered "Yes," to Form 990, Part IV, line 4, or Form 990-EZ, Part VI, line 47 (Lobbying Activities), then

- Section 501(c)(3) organizations that have filed Form 5768 (election under section 501(h)): Complete Part II-A. Do not complete Part II-B
- Section 501(c)(3) organizations that have NOT filed Form 5768 (election under section 501(h)) Complete Part II-B Do not complete Part II-A

If the organization answered "Yes," to Form 990, Part IV, line 5 (Proxy Tax), then

- Section 501(c)(4), (5), or (6) organizations Complete Part III

Name of organization **PLANNED PARENTHOOD OF CHESTER COUNTY INC** Employer identification number  
**C/O PLANNED PARENTHOOD SEPA** **23-1683247**

**Part I-A To be completed by all organizations exempt under section 501(c) and section 527 organizations.**

See the instructions for Schedule C for details

- 1 Provide a description of the organization's direct and indirect political campaign activities in Part IV.
- 2 Political expenditures ► \$ 0.
- 3 Volunteer hours 0.

**Part I-B To be completed by all organizations exempt under section 501(c)(3).**

See the instructions for Schedule C for details

- 1 Enter the amount of any excise tax incurred by the organization under section 4955 ► \$
- 2 Enter the amount of any excise tax incurred by organization managers under section 4955 ► \$
- 3 If the organization incurred a section 4955 tax, did it file Form 4720 for this year? ☐ Yes ☐ No
- 4a Was a correction made? ☐ Yes ☐ No
- b If "Yes," describe in Part IV.

**Part I-C To be completed by all organizations exempt under section 501(c), except section 501(c)(3).**

See the instructions for Schedule C for details.

- 1 Enter the amount directly expended by the filing organization for section 527 exempt function activities ► \$
- 2 Enter the amount of the filing organization's funds contributed to other organizations for section 527 exempt function activities ► \$
- 3 Total of direct and indirect exempt function expenditures Add lines 1 and 2 and enter here and on Form 1120-POL, line 17b ► \$
- 4 Did the filing organization file Form 1120-POL for this year? ☐ Yes ☐ No
- 5 State the names, addresses and employer identification number (EIN) of all section 527 political organizations to which payments were made. Enter the amount paid and indicate if the amount was paid from the filing organization's funds or were political contributions received and promptly and directly delivered to a separate political organization, such as a separate segregated fund or a political action committee (PAC). If additional space is needed, provide information in Part IV.

(a) Name	(b) Address	(c) EIN	(d) Amount paid from filing organization's funds. If none, enter -0-	(e) Amount of political contributions received and promptly and directly delivered to a separate political organization If none, enter -0-

**PLANNED PARENTHOOD OF CHESTER COUNTY INC**

Schedule C (Form 990 or 990-EZ) 2008 **C/O PLANNED PARENTHOOD SEPA** 23-1683247 Page 2

**Part II-A To be completed by organizations exempt under section 501(c)(3) that filed Form 5768**  
**(election under section 501(h)).** See the instructions for Schedule C for details

- A** Check ☐ if the filing organization belongs to an affiliated group.  
**B** Check ☐ if the filing organization checked box A and "limited control" provisions apply

<b>Limits on Lobbying Expenditures</b> (The term "expenditures" means amounts paid or incurred.)		(a) Filing organization's totals	(b) Affiliated group totals
<b>1a</b> Total lobbying expenditures to influence public opinion (grassroots lobbying)			
<b>b</b> Total lobbying expenditures to influence a legislative body (direct lobbying)			
<b>c</b> Total lobbying expenditures (add lines 1a and 1b)			
<b>d</b> Other exempt purpose expenditures			
<b>e</b> Total exempt purpose expenditures (add lines 1c and 1d)			
<b>f</b> Lobbying nontaxable amount Enter the amount from the following table in both columns.			
<b>If the amount on line 1e, column (a) or (b) is:</b>	<b>The lobbying nontaxable amount is:</b>		
Not over \$500,000	20% of the amount on line 1e		
Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000		
Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000		
Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000		
Over \$17,000,000	\$1,000,000		
<b>g</b> Grassroots nontaxable amount (enter 25% of line 1f)			
<b>h</b> Subtract line 1g from line 1a Enter -0- if line g is more than line a			
<b>i</b> Subtract line 1f from line 1c Enter -0- if line f is more than line c			
<b>j</b> If there is an amount other than zero on either line 1h or line 1i, did the organization file Form 4720 reporting section 4911 tax for this year?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

**4-Year Averaging Period Under Section 501(h)**

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See the instructions for lines 2a through 2f of the instructions.)

<b>Lobbying Expenditures During 4-Year Averaging Period</b>					
Calendar year (or fiscal year beginning in)	(a) 2005	(b) 2006	(c) 2007	(d) 2008	(e) Total
<b>2a</b> Lobbying non-taxable amount					
<b>b</b> Lobbying ceiling amount (150% of line 2a, column(e))					
<b>c</b> Total lobbying expenditures					
<b>d</b> Grassroots non-taxable amount					
<b>e</b> Grassroots ceiling amount (150% of line 2d, column (e))					
<b>f</b> Grassroots lobbying expenditures					

Schedule C (Form 990 or 990-EZ) 2008



**PLANNED PARENTHOOD OF CHESTER COUNTY INC**

Schedule C (Form 990 or 990-EZ) 2008 **C/O PLANNED PARENTHOOD SEPA** 23-1683247 Page 3

**Part II-B To be completed by organizations exempt under section 501(c)(3) that have NOT filed Form 5768 (election under section 501(h)).** See the instructions for Schedule C for details.

	(a)		(b)
	Yes	No	Amount
<b>1</b> During the year, did the filing organization attempt to influence foreign, national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of			
<b>a</b> Volunteers?		<b>X</b>	
<b>b</b> Paid staff or management (include compensation in expenses reported on lines 1c through 1i)?		<b>X</b>	
<b>c</b> Media advertisements?		<b>X</b>	
<b>d</b> Mailings to members, legislators, or the public?		<b>X</b>	
<b>e</b> Publications, or published or broadcast statements?		<b>X</b>	
<b>f</b> Grants to other organizations for lobbying purposes?	<b>X</b>		<b>26,561.</b>
<b>g</b> Direct contact with legislators, their staffs, government officials, or a legislative body?		<b>X</b>	
<b>h</b> Rallies, demonstrations, seminars, conventions, speeches, lectures, or any other means?		<b>X</b>	
<b>i</b> Other activities? If "Yes," describe in Part IV		<b>X</b>	
<b>j</b> Total lines 1c through 1i			<b>26,561.</b>
<b>2a</b> Did the activities in line 1 cause the organization to be not described in section 501(c)(3)?		<b>X</b>	
<b>b</b> If "Yes," enter the amount of any tax incurred under section 4912			
<b>c</b> If "Yes," enter the amount of any tax incurred by organization managers under section 4912			
<b>d</b> If the filing organization incurred a section 4912 tax, did it file Form 4720 for this year?			

**Part III-A To be completed by all organizations exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6).** See the instructions for Schedule C for details.

	Yes	No
<b>1</b> Were substantially all (90% or more) dues received nondeductible by members?	<b>1</b>	
<b>2</b> Did the organization make only in-house lobbying expenditures of \$2,000 or less?	<b>2</b>	
<b>3</b> Did the organization agree to carryover lobbying and political expenditures from the prior year?	<b>3</b>	

**Part III-B To be completed by all organizations exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6) if BOTH Part III-A, questions 1 and 2 are answered "No" OR if Part III-A, question 3 is answered "Yes."** See Schedule C instructions for details.

<b>1</b> Dues, assessments and similar amounts from members	<b>1</b>	
<b>2</b> Section 162(e) non-deductible lobbying and political expenditures (do not include amounts of political expenses for which the section 527(f) tax was paid).		
<b>a</b> Current year	<b>2a</b>	
<b>b</b> Carryover from last year	<b>2b</b>	
<b>c</b> Total	<b>2c</b>	
<b>3</b> Aggregate amount reported in section 6033(e)(1)(A) notices of nondeductible section 162(e) dues	<b>3</b>	
<b>4</b> If notices were sent and the amount on line 2c exceeds the amount on line 3, what portion of the excess does the organization agree to carryover to the reasonable estimate of nondeductible lobbying and political expenditure next year?	<b>4</b>	
<b>5</b> Taxable amount of lobbying and political expenditures (line 2c total minus 3 and 4)	<b>5</b>	

**Part IV Supplemental Information**

Complete this part to provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5; and Part II-B, line 1i. Also, complete this part for any additional information.

**PART I-A, LINE 1:**

**PROMOTE PUBLIC POLICIES REGARDING REPRODUCTIVE HEALTHCARE WHICH**

**GUARANTEE THE RIGHT TO CHOICE THROUGH GRASSROOTS LOBBYING.**

**Schedule D**  
(Form 990)

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ Attach to Form 990. To be completed by organizations that answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11, or 12.

OMB No. 1545-0047

**2008**

Open to Public  
Inspection

Name of the organization **PLANNED PARENTHOOD OF CHESTER COUNTY INC**  
**C/O PLANNED PARENTHOOD SEPA**

Employer identification number  
**23-1683247**

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" to Form 990, Part IV, line 6

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate contributions to (during year)		
3 Aggregate grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds may be used only for charitable purposes and not for the benefit of the donor or donor advisor or other impermissible private benefit?		<input type="checkbox"/> Yes <input type="checkbox"/> No

**Part II Conservation Easements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 7

1 Purpose(s) of conservation easements held by the organization (check all that apply).

<input type="checkbox"/> Preservation of land for public use (e g , recreation or pleasure)	<input type="checkbox"/> Preservation of an historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of certified historic structure
<input type="checkbox"/> Preservation of open space	

2 Complete lines 2a-2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 8/17/06	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the taxable year ▶ \_\_\_\_\_

4 Number of states where property subject to conservation easement is located ▶ \_\_\_\_\_

5 Does the organization have a written policy regarding the periodic monitoring, inspection, violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff or volunteer hours devoted to monitoring, inspecting, and enforcing easements during the year ▶ \_\_\_\_\_

7 Amount of expenses incurred in monitoring, inspecting, and enforcing easements during the year ▶ \$ \_\_\_\_\_

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIV, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 8

1a If the organization elected, as permitted under SFAS 116, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIV, the text of the footnote to its financial statements that describes these items

b If the organization elected, as permitted under SFAS 116, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items

(i) Revenues included in Form 990, Part VIII, line 1	▶ \$ _____
(ii) Assets included in Form 990, Part X	▶ \$ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 relating to these items

a Revenues included in Form 990, Part VIII, line 1	▶ \$ _____
b Assets included in Form 990, Part X	▶ \$ _____

**PLANNED PARENTHOOD OF CHESTER COUNTY INC**

Schedule D (Form 990) 2008

**C/O PLANNED PARENTHOOD SEPA**

**23-1683247 Page 2**

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

**3** Using the organization's accession and other records, check any of the following that are a significant use of its collection items (check all that apply):

- |   |   |
|---|---|
| <b>a</b> <input type="checkbox"/> Public exhibition                   | <b>d</b> <input type="checkbox"/> Loan or exchange programs |
| <b>b</b> <input type="checkbox"/> Scholarly research                  | <b>e</b> <input type="checkbox"/> Other _____               |
| <b>c</b> <input type="checkbox"/> Preservation for future generations |   |

**4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIV.

**5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

**Part IV Trust, Escrow and Custodial Arrangements.** Complete if organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

**1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

**b** If "Yes," explain the arrangement in Part XIV and complete the following table

	Amount
<b>1c</b> Beginning balance	
<b>1d</b> Additions during the year	
<b>1e</b> Distributions during the year	
<b>1f</b> Ending balance	

**2a** Did the organization include an amount on Form 990, Part X, line 21? ☐ Yes ☐ No

**b** If "Yes," explain the arrangement in Part XIV

**Part V Endowment Funds.** Complete if organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
<b>1a</b> Beginning of year balance	2,107,613.				
<b>b</b> Contributions					
<b>c</b> Investment earnings or losses	<410,295.>				
<b>d</b> Grants or scholarships					
<b>e</b> Other expenditures for facilities and programs	581,100.				
<b>f</b> Administrative expenses	0.				
<b>g</b> End of year balance	1,116,218.				

**2** Provide the estimated percentage of the year end balance held as:

- a** Board designated or quasi-endowment ▶ 3.27 %
- b** Permanent endowment ▶ 96.73 %
- c** Term endowment ▶ .00 %

**3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) unrelated organizations
- (ii) related organizations

	Yes	No
<b>3a(i)</b>		X
<b>3a(ii)</b>		X
<b>3b</b>		

**b** If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?

**4** Describe in Part XIV the intended uses of the organization's endowment funds.

**Part VI Investments - Land, Buildings, and Equipment.** See Form 990, Part X, line 10.

Description of investment	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Depreciation	(d) Book value
<b>1a</b> Land		15,479.		15,479.
<b>b</b> Buildings		1,719,985.	988,191.	731,794.
<b>c</b> Leasehold improvements		7,784.	5,572.	2,212.
<b>d</b> Equipment		358,416.	277,470.	80,946.
<b>e</b> Other				
<b>Total.</b> Add lines 1a-1e (Column (d) should equal Form 990, Part X, column (B), line 10(c))				830,431.

Schedule D (Form 990) 2008

**PLANNED PARENTHOOD OF CHESTER COUNTY INC**

Schedule D (Form 990) 2008

**C/O PLANNED PARENTHOOD SEPA**

**23-1683247 Page 3**

**Part VII Investments - Other Securities.** See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation Cost or end-of-year market value
Financial derivatives and other financial products		
Closely-held equity interests		
Other		
<b>Total.</b> (Col (b) should equal Form 990, Part X, col (B) line 12.)		

**Part VIII Investments - Program Related.** See Form 990, Part X, line 13.

(a) Description of investment type	(b) Book value	(c) Method of valuation. Cost or end-of-year market value
<b>Total.</b> (Col (b) should equal Form 990, Part X, col (B) line 13.)		

**Part IX Other Assets.** See Form 990, Part X, line 15

(a) Description	(b) Book value
<b>Total.</b> (Column (b) should equal Form 990, Part X, col (B) line 15.)	

**Part X Other Liabilities.** See Form 990, Part X, line 25.

(a) Description of liability	(b) Amount
Federal income taxes	
<b>LINE OF CREDIT</b>	<b>300,000.</b>
<b>Total.</b> (Column (b) should equal Form 990, Part X, col (B) line 25.)	<b>300,000.</b>

In Part XIV, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48.

**PLANNED PARENTHOOD OF CHESTER COUNTY INC**

Schedule D (Form 990) 2008

**C/O PLANNED PARENTHOOD SEPA**

23-1683247 Page 4

**Part XI Reconciliation of Change in Net Assets from Form 990 to Financial Statements**

1	Total revenue (Form 990, Part VIII, column (A), line 12)	1	1,991,818.
2	Total expenses (Form 990, Part IX, column (A), line 25)	2	3,070,121.
3	Excess or (deficit) for the year. Subtract line 2 from line 1	3	<1,078,303.>
4	Net unrealized gains (losses) on investments	4	<385,257.>
5	Donated services and use of facilities	5	
6	Investment expenses	6	
7	Prior period adjustments	7	
8	Other (Describe in Part XIV)	8	184,852.
9	Total adjustments (net) Add lines 4-8	9	<200,405.>
10	Excess or (deficit) for the year per financial statements. Combine lines 3 and 9	10	<1,278,708.>

**Part XII Reconciliation of Revenue per Audited Financial Statements With Revenue per Return**

1	Total revenue, gains, and other support per audited financial statements	1	1,716,413.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains on investments	2a	<385,257.>
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIV)	2d	125,000.
e	Add lines 2a through 2d	2e	<260,257.>
3	Subtract line 2e from line 1	3	1,976,670.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIV)	4b	15,148.
c	Add lines 4a and 4b	4c	15,148.
5	Total revenue Add lines 3 and 4c. (This should equal Form 990, Part I, line 12)	5	1,991,818.

**Part XIII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return**

1	Total expenses and losses per audited financial statements	1	2,995,121.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Losses reported on Form 990, Part IX, line 25	2c	
d	Other (Describe in Part XIV)	2d	
e	Add lines 2a through 2d	2e	0.
3	Subtract line 2e from line 1	3	2,995,121.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIV)	4b	75,000.
c	Add lines 4a and 4b	4c	75,000.
5	Total expenses. Add lines 3 and 4c. (This should equal Form 990, Part I, line 18)	5	3,070,121.

**Part XIV Supplemental Information**

Complete this part to provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, Part XI, line 8; Part XII, lines 2d and 4b, and Part XIII, lines 2d and 4b

**PART V, LINE 4: THE ENDOWMENT IS INTENDED TO BE KEPT PERMANENTLY AND**

**INVESTED TO PROVIDE INCOME FOR THE BENEFIT OF THE ORGANIZATION, TO ENSURE**

**THE CONTINUATION AND STABILITY OF THE ORGANIZATION AND ITS PROGRAMS, AND**

**TO PROMOTE AND FACILITATE ITS MISSION.**

**PART XI, LINE 8 - OTHER ADJUSTMENTS:**

**REVERSAL OF LITIGATION CONTINGENCY: 200000.**

**CHANGE IN BENEFICIAL INTEREST IN NET ASSETS HELD BY COMMUNITY**

**Part XIV** Supplemental Information (continued)

FOUNDATIONS: -15148.

PART XII, LINE 2D - OTHER ADJUSTMENTS:

REVERSAL OF LITIGATION CONTINGENCY: 125000.

PART XII, LINE 4B - OTHER ADJUSTMENTS:

CHANGE IN BENEFICIAL INTEREST IN NET ASSETS HELD BY COMMUNITY

FOUNDATIONS: 15148.

PART XIII, LINE 4B - OTHER ADJUSTMENTS:

LITIGATION SETTLEMENT: 75000.

**SCHEDULE M  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**NonCash Contributions**

► To be completed by organizations that answered  
"Yes" on Form 990, Part IV, lines 29 or 30.

► Attach to Form 990.

OMB No 1545-0047

**2008**  
Open to Public  
Inspection

Name of the organization **PLANNED PARENTHOOD OF CHESTER COUNTY INC**  
**C/O PLANNED PARENTHOOD SEPA** Employer identification number  
**23-1683247**

**Part I Types of Property**

	(a) Check if applicable	(b) Number of contributions	(c) Revenues reported on Form 990, Part VIII, line 1g	(d) Method of determining revenues
1 Art - Works of art				
2 Art - Historical treasures				
3 Art - Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities - Publicly traded				
10 Securities - Closely held stock				
11 Securities - Partnership, LLC, or trust interests				
12 Securities - Miscellaneous				
13 Qualified conservation contribution (historic structures)				
14 Qualified conservation contribution (other)				
15 Real estate - Residential				
16 Real estate - Commercial				
17 Real estate - Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ► ( <u>MED. SUPPLIES</u> )	X	1	49,962.	SELLING PRICE
26 Other ► ( _____ )				
27 Other ► ( _____ )				
28 Other ► ( _____ )				

29 Number of Forms 8283 received by the organization during the tax year for contributions  
for which the organization completed Form 8283, Part IV, Donee Acknowledgment **29** **0**

	Yes	No
30a During the year, did the organization receive by contribution any property reported in Part I, lines 1-28 that it must hold for at least three years from the date of the initial contribution, and which is not required to be used for exempt purposes for the entire holding period?		X
b If "Yes," describe the arrangement in Part II.		
31 Does the organization have a gift acceptance policy that requires the review of any non-standard contributions?	X	
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	X	
b If "Yes," describe in Part II		
33 If the organization did not report revenues in column (c) for a type of property for which column (a) is checked, describe in Part II		

LHA For Privacy Act and Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule M (Form 990) 2008

**Part II**

**Supplemental Information.** Complete this part to provide the information required by Part I, lines 30b, 32b, and 33. Also complete this part for any additional information.

SCHEDULE M, LINE 32B: THE ORGANIZATON EMPLOYS THE SERVICES OF A THIRD PARTY BROKERAGE FIRM TO SELL NON-CASH CONTRIBUTIONS RECEIVED IN THE FORM OF PUBLICLY TRADED SECURITIES.



**SCHEDULE N**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Liquidation, Termination, Dissolution, or Significant Disposition of Assets**

To be completed by organizations that answer "Yes" to Form 990, Part IV, lines 31 or 32; or Form 990-EZ, line 36.

► Attach certified copies of any articles of dissolution, resolutions, or plans.

► Attach to Form 990 or 990-EZ.

OMB No. 1545-0047

2008

Open to Public  
Inspection

Name of the organization

PLANNED PARENTHOOD OF CHESTER COUNTY INC

C/O PLANNED PARENTHOOD SEPA

Employer identification number  
23-1683247

**Part I** Liquidation, Termination, or Dissolution. Complete this part if the organization answered "Yes" to Form 990, Part IV, line 31, or Form 990-EZ, line 36. Use Schedule N-1 if additional space is needed.

1	(a) Description of asset(s) distributed or transaction expenses paid	(b) Date of distribution	(c) Fair market value of asset(s) distributed or amount of transaction expenses	(d) Method of determining FMV for asset(s) distributed or transaction expenses	(e) EIN of recipient	(f) Name and address of recipient	(g) IRC section of recipient(s) (if tax-exempt) or type of entity
	CASH AND CASH EQUIVALENTS	07/01/09	105,350	BOOK VALUES	23-1352509	PLANNED PARENTHOOD SOUTHEASTER 1144 LOCUST STREET PHILADELPHIA, PA 19107	501(C)(3)
	ACCOUNTS RECEIVABLE, NET	07/01/09	270,590	BOOK VALUES	23-1352509	PLANNED PARENTHOOD SOUTHEASTER 1144 LOCUST STREET PHILADELPHIA, PA 19107	501(C)(3)
	CONTRIBUTIONS AND GRANTS RECEIVABLE	07/01/09	80,813	BOOK VALUES	23-1352509	PLANNED PARENTHOOD SOUTHEASTER 1144 LOCUST STREET PHILADELPHIA, PA 19107	501(C)(3)
	INVENTORY	07/01/09	5,329	BOOK VALUES	23-1352509	PLANNED PARENTHOOD SOUTHEASTER 1144 LOCUST STREET PHILADELPHIA, PA 19107	501(C)(3)
	PREPAID EXPENSES AND OTHER	07/01/09	10,021	BOOK VALUES	23-1352509	PLANNED PARENTHOOD SOUTHEASTER 1144 LOCUST STREET PHILADELPHIA, PA 19107	501(C)(3)
	INVESTMENTS	07/01/09	1,066,205	MARK-TO-MARKET	23-1352509	PLANNED PARENTHOOD SOUTHEASTER 1144 LOCUST STREET PHILADELPHIA, PA 19107	501(C)(3)
	PROPERTY AND EQUIPMENT, NET	07/01/09	830,431	BOOK VALUES	23-1352509	PLANNED PARENTHOOD SOUTHEASTER 1144 LOCUST STREET PHILADELPHIA, PA 19107	501(C)(3)

2 Did or will any officer, director, trustee, or key employee of the organization

a Become a director or trustee of a successor or transferee organization?

b Become an employee of, or independent contractor for, a successor or transferee organization?

c Become a direct or indirect owner of a successor or transferee organization?

d Receive, or become entitled to, compensation or other similar payments as a result of the organization's liquidation, termination, or dissolution?

e If the organization answered "Yes" to any of the questions in this line, provide the name of the person involved and explain in Part III ►

	Yes	No
2a	X	
2b	X	
2c	X	
2d	X	

For Privacy Act and Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule N (Form 990 or 990-EZ) 2008

Employer identification number

**23-1683247**

[illegible]

Schedule N-1 (Form 990 or 990-EZ) 2008



**Part III** **Supplemental Information.** Complete this part to provide the information required by Part I, lines 2e, 7c, or Part II, line 2e, and any additional information

**PART I, LINE 2E: LIST OF INDIVIDUALS WHO BECAME A BOARD MEMBER OF THE TRANSFEREE ORGANIZATION:**

ROBERT B. BURLEIGH

KELVIN KEAN

SALLY CRAMER

NANCY H. EALES

KAREN MCCOOL

MARILYNNE S. ROSEN

CATHY A. WILSON, ESQ.

JUDY WILSON

KEAN SPENCER

**SCHEDULE O**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990**

▶ Attach to Form 990. To be completed by organizations to provide additional information for responses to specific questions for the Form 990 or to provide any additional information.

OMB No 1545-0047

**2008**

Open to Public  
Inspection

Name of the organization

PLANNED PARENTHOOD OF CHESTER COUNTY INC  
C/O PLANNED PARENTHOOD SEPA

Employer identification number  
23-1683247

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

REPRODUCTIVE AND COMPLEMENTARY HEALTH CARE SERVICES IN SETTINGS WHICH

PRESERVE AND PROTECT THE ESSENTIAL PRIVACY AND RIGHTS OF EACH

INDIVIDUAL; ADVOCATES PUBLIC POLICIES WHICH GUARANTEE THESE RIGHTS AND

ENSURES ACCESS TO SUCH SERVICES; AND PROVIDES EDUCATIONAL PROGRAMS

WHICH ENHANCE UNDERSTANDING OF INDIVIDUAL AND SOCIETAL IMPLICATIONS OF

HUMAN SEXUALITY.

FORM 990, PART VI, SECTION A, LINE 3: DELEGATION OF MANAGEMENT TO OTHER  
ORGANIZATION

THE ORGANIZATION OUTSOURCES ITS ADMINISTRATIVE AND MANAGEMENT FUNCTIONS TO  
AN INDEPENDENT NONPROFIT ORGANIZATION - PLANNED PARENTHOOD SOUTHEASTERN PA,  
INCLUDING THE POSITIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL  
OFFICER OF THE ORGANIZATION. THEY ARE THE NON-VOTING MEMBERS OF THE BOARD.

IN ACCORDANCE WITH ANNOUNCEMENT 2001-33, THE TOTAL COMPENSATION PAID TO  
THIS MANAGEMENT SERVICE COMPANY, AMOUNTED TO \$125,500 AND IS REPORTED ON  
FORM 990, PAGE 10, PART IX, LINE 11A.

FORM 990, PART VI, SECTION A, LINE 10: GOVERNING BODY REVIEW OF FORM 990  
PRIOR TO FILING, A COPY OF FORM 990 IS PROVIDED TO THE BOARD OF DIRECTORS  
FOR REVIEW. THE BOARD OF DIRECTORS MAY COMMENT ON ANY PROPOSED CHANGES OR  
SUGGESTIONS TO MANAGEMENT. A FORMAL BOARD ACTION IS PERFORMED ANNUALLY TO  
APPROVE FORM 990.

FORM 990, PART VI, SECTION B, LINE 12C: ENFORCEMENT OF CONFLICTS POLICY

**SCHEDULE O**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990**

▶ Attach to Form 990. To be completed by organizations to provide additional information for responses to specific questions for the Form 990 or to provide any additional information.

OMB No. 1545-0047

**2008**  
Open to Public  
Inspection

Name of the organization

PLANNED PARENTHOOD OF CHESTER COUNTY INC  
C/O PLANNED PARENTHOOD SEPA

Employer identification number  
23-1683247

THE BOARD OF DIRECTORS AND MANAGEMENT ARE REQUIRED TO ANNUALLY DISCLOSE A  
DESCRIPTION OF ALL POTENTIAL CONFLICTS.

FORM 990, PART VI, SECTION B, LINE 15: PROCESS FOR DETERMINING  
COMPENSATION

COMPENSATION OF KEY EMPLOYEES IS BASED ON THE PERFORMANCE OF THE  
ORGANIZATION, CURRENT ECONOMIC CONDITIONS AND SALARY LEVELS OF PEERS WITHIN  
THE CHESTER COUNTY NON-PROFIT COMMUNITY. A FORMAL BOARD ACTION IS  
PERFORMED ANNUALLY TO APPROVE SALARY LEVELS.

FORM 990, PART VI, SECTION C, LINE 19: PUBLIC AVAILABILITY OF OTHER  
DOCUMENT

FORM 990 IS POSTED ON WWW.GUIDESTAR.ORG. GOVERNING DOCUMENTS AND FINANCIAL  
STATEMENTS ARE AVAILABLE TO THE PUBLIC UPON WRITTEN REQUEST.

FORM 990, PART XI, LINE 2C: COMMITTEE REVIEW PROCESS  
THE REVIEW PROCESS DID NOT CHANGE DURING THE YEAR.

FORM 990, PART IV, LINE 3: LIQUIDATION, TERMINATION, OR DISSOLUTION  
PURSUANT TO THE MERGER AGREEMENT DATED APRIL 7, 2009, THE ORGANIZATION  
MERGED WITH PLANNED PARENTHOOD SOUTHEASTERN PENNSYLVANIA (PPSP) [EIN:  
23-1352509], A PENNSYLVANIA NONPROFIT CORPORATION ON JULY 1, 2009 AT  
12:01AM. AT THAT TIME, ALL THE ASSETS AND LIABILITIES INCLUDED IN THIS  
FORM 990 PART X COLUMN B WOULD BE DISTRIBUTED TO PPSP (SURVIVING  
ORGANIZATION) AS STIPULATED IN THE MERGER AGREEMENT. THE DETAILS OF

**SCHEDULE O**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990**

▶ Attach to Form 990. To be completed by organizations to provide additional information for responses to specific questions for the Form 990 or to provide any additional information.

OMB No 1545-0047

**2008**

Open to Public  
Inspection

Name of the organization

PLANNED PARENTHOOD OF CHESTER COUNTY INC  
C/O PLANNED PARENTHOOD SEPA

Employer identification number  
23-1683247

THE ASSETS AND LIABILITIES TO BE DISTRIBUTED ARE REPORTED IN SCHEDULE N  
PART I.

SCHEULE R, PART II, COLUMN (B) PRIMARY ACTIVITY

PLANNED PARENTHOOD ADVOCATES OF CHESTER COUNTY INC (PPACC) WAS FORMED  
EXCLUSIVELY TO ENCOURAGE AND PROTECT INFORMED INDIVIDUAL CHOICE  
REGARDING REPRODUCTIVE HEALTH CARE; TO ADVOCATE PUBLIC POLICIES WHICH  
GUARANTEE THE RIGHT TO CHOICE AND FULL AND NONDISCRIMINATORY ACCESS TO  
REPRODUCTIVE HEALTH CARE; AND TO FOSTER AND PRESERVE A SOCIAL AND  
POLITICAL CLIMATE FAVORABLE TO THE EXERCISE OF REPRODUCTIVE CHOICE.

EFFECTIVE AUGUST 17, 2009, PPACC WAS DISSOLVED, AT WHICH TIME IT HAD NO  
NET ASSETS TO BE DISTRIBUTED TO ITS PARENT ORGANIZATION.

FORM 990, PART VI, SECTION C, LINE 17

THE ORGANIZATIONNN FILED THE NON-RENEWAL STATE CHARITBALE REGISTRATION  
STATEMENT WITH THE PA BUREAU OF CHARITABLE ORGANIZATIONS DUE TO THE  
MERGER WITH PPSP. AS A RESULT, NO COPY OF FORM 990 WILL BE PROVIDED TO  
THE PA BUREAU OF CHARITABLE ORGANIZATIONS.





[illegible][illegible]

**Part V Transactions With Related Organizations**

**Note.** Complete line 1 if any entity is listed in Parts II, III, or IV

**1** During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

**a** Receipt of (i) interest (ii) annuities (iii) royalties (iv) rent from a controlled entity

**b** Gift, grant, or capital contribution to other organization(s)

**c** Gift, grant, or capital contribution from other organization(s)

**d** Loans or loan guarantees to or for other organization(s)

**e** Loans or loan guarantees by other organization(s)

**f** Sale of assets to other organization(s)

**g** Purchase of assets from other organization(s)

**h** Exchange of assets

**i** Lease of facilities, equipment, or other assets to other organization(s)

**j** Lease of facilities, equipment, or other assets from other organization(s)

**k** Performance of services or membership or fundraising solicitations for other organization(s)

**l** Performance of services or membership or fundraising solicitations by other organization(s)

**m** Sharing of facilities, equipment, mailing lists, or other assets

**n** Sharing of paid employees

**o** Reimbursement paid to other organization for expenses

**p** Reimbursement paid by other organization for expenses

**q** Other transfer of cash or property to other organization(s)

**r** Other transfer of cash or property from other organization(s)

**2** If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds

		(A) Name of other organization(s)		(B) Transaction type (a-r)	(C) Amount involved
(1) NO REPORTABLE TRANSACTIONS					0.
(2)					
(3)					
(4)					
(5)					
(6)					

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

[illegible]

# Application for Extension of Time To File an Exempt Organization Return

OMB No 1545-1709

► **File a separate application for each return.**

- If you are filing for an **Automatic 3-Month Extension**, complete only **Part I** and check this box ☒
- If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only **Part II** (on page 2 of this form)

**Do not complete Part II unless** you have already been granted an automatic 3-month extension on a previously filed Form 8868

**Part I Automatic 3-Month Extension of Time.** Only submit original (no copies needed).

A corporation required to file Form 990-T and requesting an automatic 6-month extension - check this box and complete Part I only ☐

*All other corporations (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns*

**Electronic Filing (e-file).** Generally, you can electronically file Form 8868 if you want a 3-month automatic extension of time to file one of the returns noted below (6 months for a corporation required to file Form 990-T). However, you cannot file Form 8868 electronically if (1) you want the additional (not automatic) 3-month extension or (2) you file Forms 990-BL, 6069, or 8870, group returns, or a composite or consolidated Form 990-T. Instead, you must submit the fully completed and signed page 2 (Part II) of Form 8868. For more details on the electronic filing of this form, visit [www.irs.gov/efile](http://www.irs.gov/efile) and click on *e-file for Charities & Nonprofits*.

Type or print  File by the due date for filing your return. See instructions	Name of Exempt Organization <b>PLANNED PARENTHOOD OF CHESTER COUNTY INC C/O PLANNED PARENTHOOD SEPA</b>	Employer identification number <b>23-1683247</b>
	Number, street, and room or suite no. If a P O box, see instructions <b>1144 LOCUST ST</b>	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. <b>PHILADELPHIA, PA 19107</b>	

**Check type of return to be filed** (file a separate application for each return).

- |  |  |                                    |
|--|--|------------------------------------|
| <input checked="" type="checkbox"/> Form 990 | <input type="checkbox"/> Form 990-T (corporation)                | <input type="checkbox"/> Form 4720 |
| <input type="checkbox"/> Form 990-BL         | <input type="checkbox"/> Form 990-T (sec 401(a) or 408(a) trust) | <input type="checkbox"/> Form 5227 |
| <input type="checkbox"/> Form 990-EZ         | <input type="checkbox"/> Form 990-T (trust other than above)     | <input type="checkbox"/> Form 6069 |
| <input type="checkbox"/> Form 990-PF         | <input type="checkbox"/> Form 1041-A                             | <input type="checkbox"/> Form 8870 |

**C/O PLANNED PARENTHOOD SOUTHEASTERN PENNSYLVANIA**

- The books are in the care of ► **1144 LOCUST STREET - PHILADELPHIA, PA 19107**

Telephone No ► **215-351-5500**

FAX No ►

- If the organization does not have an office or place of business in the United States, check this box ☐
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) \_\_\_\_\_ If this is for the whole group, check this box ☐ If it is for part of the group, check this box ☐ and attach a list with the names and EINs of all members the extension will cover.

- 1 I request an automatic 3-month (6-months for a corporation required to file Form 990-T) extension of time until **FEBRUARY 15, 2010**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
- ☐ calendar year \_\_\_\_\_ or
- ☒ tax year beginning **JUL 1, 2008**, and ending **JUN 30, 2009**

- 2 If this tax year is for less than 12 months, check reason: ☐ Initial return ☐ Final return ☐ Change in accounting period

<b>3a</b> If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	<b>3a</b>	\$
<b>b</b> If this application is for Form 990-PF or 990-T, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	<b>3b</b>	\$
<b>c Balance Due.</b> Subtract line 3b from line 3a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	<b>3c</b>	\$ <b>N/A</b>

**Caution.** If you are going to make an electronic fund withdrawal with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions

## AGREEMENT AND PLAN OF MERGER

**Closed and Effective as of April 7, 2009**

**between**

**PLANNED PARENTHOOD SOUTHEASTERN PENNSYLVANIA**

**used**

PLANNED PARENTHOOD OF CHESTER COUNTY

## Conclusion

*Adopted by vote of a majority of the members of the Board of Directors of Planned Parenthood Southeastern Pennsylvania (acting as the Board of Directors and in their capacity as members of the corporation) at a meeting held on April 2, 2009.*

872

## Software

*Adopted by vote of a majority of the members of the Board of Directors of Planned Parenthood of Chester County at a meeting of the Board of Directors held on April 7, 2009.*

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## Saltatory

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AGREEMENT AND PLAN OF MERGER

Dated and Effective as of April 7, 2009

between

PLANNED PARENTHOOD SOUTHEASTERN PENNSYLVANIA

and

PLANNED PARENTHOOD OF CHESTER COUNTY

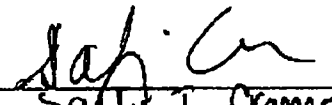
---

Certifications:

*Adopted by vote of a majority of the members of the Board of Directors of Planned Parenthood Southeastern Pennsylvania (acting as the Board of Directors and in their capacity as members of the corporation) at a meeting held on April 2, 2009.*

By: \_\_\_\_\_  
Secretary

*Adopted by vote of a majority of the members of the Board of Directors of Planned Parenthood of Chester County at a meeting of the Board of Directors held on April 7, 2009.*

By:   
Secretary

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AGREEMENT AND PLAN OF MERGER

Dated and Effective as of April 7, 2009

between

PLANNED PARENTHOOD SOUTHEASTERN PENNSYLVANIA

and

PLANNED PARENTHOOD OF CHESTER COUNTY

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Certifications.

*Adopted by vote of a majority of the members of the Board of Directors of Planned Parenthood Southeastern Pennsylvania (acting as the Board of Directors and in their capacity as members of the corporation) at a meeting held on April 2, 2009.*

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

*Adopted by vote of a majority of the members of the Board of Directors of Planned Parenthood of Chester County at a meeting of the Board of Directors held on April 7, 2009.*

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated as of April 7, 2009 ("Agreement") and is between Planned Parenthood Southeastern Pennsylvania, a Pennsylvania nonprofit, non-stock, membership corporation ("PPSP") and Planned Parenthood of Chester County, a Pennsylvania nonprofit, non-stock, non-membership corporation ("PPCC"). PPSP and PPCC may be referred to individually as a "Party" and collectively as the "Parties."

### RECITATIONS

A. Each Party is a Pennsylvania nonprofit corporation and is subject to the Nonprofit Corporation Law of 1988, 15 Pa.C.S. § 5101 *et seq.*, as amended ("Act").

B. Each Party is formed for charitable and educational purposes and is affiliated with Planned Parenthood Federation of America, Inc. Each Party provides health and education services related to family planning within its service area.

C. The Parties have determined that it is in their best interests and in the best interests of the individuals and families they serve that they merge and consolidate their respective programs and operations, so as to achieve efficiencies and cost savings that will inure to the benefit of the communities they serve.

D. Section 5921 of the Act authorizes the merger of a Pennsylvania nonprofit corporation with and into a Pennsylvania nonprofit corporation.

E. This Agreement has been authorized in accordance with applicable law and the respective Bylaws of PPSP and PPCC. Accordingly, PPCC shall merge with and into PPSP ("Merger").

F. In consideration of their representations, warranties, covenants, and agreements contained in, and intending to be legally bound by, this Agreement, the Parties agree to the terms and conditions set forth in this Agreement.

### ARTICLE I

#### THE MERGER

**SECTION 1.1 The Merger.** Upon the terms and subject to the conditions of this Agreement, PPCC shall merge with and into PPSP in accordance with the Act.

**SECTION 1.2 Filing and Effective Date of the Merger.** The Parties shall execute Articles of Merger substantially in the form attached as Schedule 1.2. Simultaneously with or as soon as practicable after the closing of the transactions contemplated by this Agreement in accordance with Section 1.3, PPSP shall file the Articles of Merger (including a copy of this Agreement or a summary thereof) with the Secretary of State of the Commonwealth of Pennsylvania. The Articles of Merger shall become effective when filed or on such date and at such time as otherwise specified by the Parties in the Articles of Merger ("Effective Date").



**SECTION 1.3 Closing.** Promptly after satisfaction (or waiver, if applicable) of the conditions set forth in Article VII, the "Closing" of the Merger shall take place at a time and on a date to be specified by the Parties. Subject to the foregoing sentence, the Parties shall use their best efforts so that the Closing shall occur on or before June 30, 2009 and that the Effective Date shall be July 1, 2009 at 12:01 a.m.

**SECTION 1.4 Closing Deliverables.** At the Closing, each Party shall deliver the following:

- (a) The fully executed Articles of Merger;
- (b) The resignation of any Director who elects not to serve on the Board of Directors of PPSP;
- (c) A certificate dated as of the date of Closing and signed by the Chair or President of the Party stating that the representations and warranties made by the Party in Article IV of this Agreement are true and correct as of the date of the Closing; and
- (d) All other documents necessary to effectuate the Merger.

## **ARTICLE II**

### **PPSP GOVERNANCE**

**SECTION 2.1 Amended and Restated Articles of Incorporation.** PPSP shall file the Amended and Restated Articles of Incorporation attached as Schedule 2.1 with the Articles of Merger. The Amended and Restated Articles of Incorporation of PPSP shall remain in effect until amended in accordance with the Act. "Planned Parenthood Southeastern Pennsylvania" shall continue to be the name of PPSP.

**SECTION 2.2 Members.** The only voting members of PPSP currently are its Directors. After the Merger, PPSP shall have no voting members and shall be governed by its Board of Directors as set forth in its Amended and Restated Bylaws.

**SECTION 2.3 Amended and Restated Bylaws.** The Amended and Restated Bylaws attached as Schedule 2.3 shall be the Amended and Restated Bylaws of PPSP after the Merger until amended in accordance with the Act and their terms.

**SECTION 2.4 Directors and Officers.**

(a) The individuals currently serving as Directors and officers of PPSP and PPCC are listed on Schedule 2.4.

(b) From the Effective Date and through the fiscal year ending June 30, 2010 ("Fiscal Year 2010"), the Board of Directors of PPSP after the Merger shall consist of not more than twenty-seven (27) individuals, up to eighteen (18) of whom shall be elected by the current Board of Directors of PPSP and up to nine (9) of whom shall be elected by the current Board of Directors of PPCC. The Directors elected by PPCC shall be elected for a term of two years and

shall be eligible for two additional consecutive terms, except those Directors elected by PPCC who have served two years of their initial three-year term on the Board of Directors of PPCC shall be elected for a term of one year and shall be eligible for three additional consecutive terms. Except as otherwise permitted under the Amended and Restated Bylaws of PPSP, no Director elected by PPCC shall serve more than seven years total including said Director's service on the PPCC Board of Directors.

(c) From the Effective Date and through Fiscal Year 2010, the newly constituted Board of Directors shall elect the Chair of the Board of Directors from among the Directors elected by PPSP and the Second Vice Chair of the Board of Directors from among the Directors elected by PPCC. The remaining officers shall be elected from among all the Directors. Except for the conditions set forth in paragraph (b) above, the Board of Directors and officers of PPSP after the Merger shall serve in accordance with the Amended and Restated Bylaws of PPSP until their respective successors are elected and qualified.

(d) For Fiscal Years 2010 and 2011, the Board Development Committee shall be appointed such that two members shall be chosen from among the members of the newly constituted Board of Directors elected by PPCC.

(e) For Fiscal Years 2010 and 2011, the Budget and Finance Committee shall be appointed such that two members shall be chosen from among the members of the current PPCC Budget and Finance Committee.

(f) For Fiscal Years 2010 and 2011, at least one of the regular meetings of the Board of Directors shall be held in Chester County, Pennsylvania.

(g) Notwithstanding any provision of this Agreement to the contrary, this Section 2.4 shall survive the Merger and the Effective Date and remain effective until the end of Fiscal Year 2011 (June 30, 2011).

**SECTION 2.5 Organization Chart.** A chart showing the proposed organization of PPSP after the Merger is attached as Schedule 2.5. The chart is subject to review and change by the PPSP Board of Directors.

**SECTION 2.6 Budget.** The proposed budget for PPSP for the fiscal year ending June 30, 2010 is attached as Schedule 2.6 and is subject to review and change by the PPSP Board of Directors.

### **ARTICLE III**

#### **EFFECTS OF MERGER**

**SECTION 3.1 Existence and Rights.** PPSP shall survive the Merger and the separate existence of PPCC shall cease. Except as otherwise provided by order, if any, obtained pursuant to section 5547(b) of the Act, on the Effective Date, all the property, real, personal and mixed, and franchises of PPCC, and all debts due on whatever account to PPCC shall be deemed to be transferred to and vested in PPSP, without further act or deed. No liens upon the property of

PPSP or PPCC shall be impaired by the Merger, and any existing claim or action or proceeding pending by or against PPSP or PPCC may be prosecuted to judgment as if the Merger had not taken place, or PPSP may be proceeded against or substituted in place of PPCC. Any devise, gift, or grant contained in any will or other instrument, in trust or otherwise (including, without limitation, income interests), made before or after the Merger to PPSP or PPCC shall inure to PPSP, subject to compliance with section 5550 of the Act. Any taxes, penalties, and public accounts of the Commonwealth of Pennsylvania claimed against PPSP or PPCC, but not assessed prior to the Merger, shall be assessed against PPSP.

**SECTION 3.2 Assets.** Subject to the terms and conditions of this Agreement, as of the Effective Date, PPSP shall assume all of the right, title, and interest in and to the "Assets" of PPCC, including without limitation:

- (a) All cash, trust accounts, and all accounts and notes receivable of PPCC and all interest whatsoever of PPCC in any claim, right, account, or liquidated sum due and owing or which may become due and owing to PPCC in respect of such accounts and notes receivable;
- (b) All true endowments, trusts, or restricted funds held by PPCC (or held by a third party for the benefit of PPCC) as set forth on Schedule 3.2(b), which Schedule shall include the amounts and a brief description of the endowments, trusts, and restrictions;
- (c) All charitable contributions and pledges (including, without limitation, income interests);
- (d) All real property titled in the name of PPCC;
- (e) All fixed assets of PPCC, including without limitation, all leasehold improvements, furniture, fixtures, equipment, and office equipment;
- (f) All office supplies, books, records, client lists, and donor lists of PPCC;
- (g) All contracts and commitments for the purchase of goods or services;
- (h) All prepaid expenses and similar items; and
- (i) All other assets and rights of any nature belonging to PPCC.

**SECTION 3.3 Liabilities.** Subject to the terms and conditions of this Agreement, as of the Effective Date, PPSP shall assume all of the debts, liabilities, and trust obligations of PPCC in the same manner as if PPSP had itself incurred them, including without limitation:

- (a) All accounts payable existing on the Effective Date; and
- (b) All existing orders, contracts, and commitments for the benefit of PPCC, including such contracts and commitments as are reasonably entered into by PPCC in the ordinary course of business between the date of this Agreement and the Effective Date.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Each Party makes the following representations and warranties to the other Party, each of which is true and correct as of the date hereof and shall be true and correct on the Effective Date:

**SECTION 4.1 Organization and Qualification.** The Party is a nonprofit corporation duly organized, validly subsisting and in good standing under the laws of the Commonwealth of Pennsylvania and has the requisite power and authority to own, lease, and operate its assets and properties and to carry on its business as it is now being conducted. The Party is not in breach or violation of, or default under its articles of incorporation, bylaws, or any other organizational document.

**SECTION 4.2 Tax Exemption.** The Party is an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), exempt from federal income taxation under section 501(a)(1) of the Code, and is not a private foundation as defined in section 509(a) of the Code. The Party's IRS determination letter has not been revoked, modified, or suspended, and the Party is not aware of any threatened or pending revocation, modification, or suspension.

#### **SECTION 4.3 Authority; Non-Contravention; Approvals.**

(a) The Party has all necessary corporate power and authority to enter into this Agreement and to consummate the Merger. This Agreement has been approved by the Board of Directors and by the members, if any, of the Party, and no other corporate proceedings on the part of the Party are necessary to authorize the execution and delivery of this Agreement or the consummation of the Merger. This Agreement has been duly executed and delivered by the Party and, assuming the due authorization, execution, and delivery hereof by each Party, constitutes a valid and legally binding agreement of the Party enforceable against it in accordance with its terms, except that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to enforcement of creditors' rights generally and (ii) general equitable principles.

(b) Except for requirements to notify the creditors, grantors, lessors, contractors, and other entities set forth on Schedule 4.3(b) of the Merger, the execution and delivery of this Agreement by the Party do not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event that, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, (i) its articles of incorporation or bylaws, (ii) any statute, law, ordinance, rule, regulation, judgment, decree, order, injunction, writ, permit, or license of any court or governmental authority applicable to it or any of its properties or assets, or (iii) any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease, or other instrument, obligation or agreement of any kind to which it is now a party or by which it or any of its properties or assets may be bound or affected, excluding those violations, conflicts, breaches, defaults, terminations, accelerations, or creations of liens, security interests, charges, or encumbrances that would not, in the aggregate, have a material adverse

effect on the business, operations, assets, or condition of the Party taken as a whole ("Material Adverse Effect").

(c) Except as set forth on Schedule 4.3(c) and for the filing of the Articles of Merger, no notice to or consent of any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by the Party or the consummation of the Merger.

**SECTION 4.4 Financial Statements.** The Party has previously delivered to or made available for inspection by the other Party copies of its audited financial statements for the years ending June 30, 2007 and 2008, as well as unaudited interim financial statements for the current fiscal year. The audited and unaudited financial statements of the Party (collectively, the "Financial Statements") fairly present the financial position of the Party as of the dates thereof and the results of its operations and changes in financial position for the periods then ended, subject to normal year-end and audit adjustments in the case of the unaudited interim financial statements. The Financial Statements do not omit to state or reflect any material fact required to be stated or reflected therein or necessary to make the statements therein not misleading. The audited Financial Statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto).

**SECTION 4.5 Absence of Certain Changes of Events.** Except as set forth in Schedule 4.5, since June 30, 2008, there has not been any change in the business, operations, assets, liabilities, or condition of the Party, other than changes that were both in the ordinary course of business and in the aggregate would not have a Material Adverse Effect.

**SECTION 4.6 Title to Assets.** Schedule 4.6 sets forth a list of all real property leased or owned by the Parties. Each Party has good title to all its leasehold interests and other properties, as reflected in the most recent balance sheet included in its Financial Statements, except for properties and assets that have been disposed of in the ordinary course of business since the date of such balance sheet, free and clear of all mortgages, liens, pledges, or encumbrances of any nature whatsoever, except as set forth on Schedule 4.6. All leases under which PPCC leases real or personal property have been made available for review by PPSP and are in good standing, valid, and effective in accordance with their respective terms, and there is not, under any of such leases, any existing default or event that with notice or lapse of time or both would become a default other than defaults under such leases that in the aggregate shall not have a Material Adverse Effect.

**SECTION 4.7 Contracts.** The Party has made available for review by the other Party correct and complete copies of all material contracts, commitments, indentures, loan agreements, notes, leases, licenses, or other agreements ("Material Contracts") to which it is a party or to which any of its assets are subject. All Material Contracts are in full force and effect, and the Party is not in default under, or material breach of, any of them, nor to the knowledge of the Party is any other party to any such contract in default thereunder; nor does any event or condition exist that after notice or lapse of time or both could constitute a default thereunder or material breach thereof on the part of the Party, or to the knowledge of the Party, any other party thereto.

**SECTION 4.8 Permits.** Set forth in Schedule 4.8 is a description of all permits, licenses, and other governmental authorizations, consents, and approvals necessary to conduct the business of the Party as presently conducted ("Permits"). The Permits are valid and in full force and effect and the Party is not in violation of the terms of any Permit.

**SECTION 4.9 No Violation of Law.** To the knowledge of the Party, the Party is not in violation of, nor has it been given notice or been charged with any violation of, any law, statute, order, rule, regulation, ordinance, or judgment (including, without limitation, any applicable environmental law, ordinance, or regulation) of any governmental or regulatory body or authority that has jurisdiction over the Party. As of the date of this Agreement, to the knowledge of the Party, no investigation or review by any governmental or regulatory body or authority that has jurisdiction over the Party is pending or threatened, nor has any governmental or regulatory body or authority that has jurisdiction over the Party indicated to the Party an intention to conduct the same.

**SECTION 4.10 Litigation.** Except as disclosed in attached Schedule 4.10, there are no claims, suits, actions, or proceedings pending or, to the knowledge of the Party, threatened against or relating to the Party before any court, governmental department, commission, agency, instrumentality, or authority, or any arbitrator. Except as set forth in attached Schedule 4.10, the Party is not subject to any judgment, decree, injunction, rule, or order of any court, governmental department, commission, agency, instrumentality, authority, or arbitrator.

**SECTION 4.11 Taxes.**

(a) The Party has filed with the appropriate governmental authorities all Tax Returns (as defined in Section 4.11(c)) required to be filed by the Party for all periods ending on or prior to the Effective Date (except its Form 990 and Form 990-T for the fiscal year ending June 30, 2009), other than those Tax Returns the failure of which to file would not have a Material Adverse Effect, and such Tax Returns are correct and complete in all material respects. The Party has paid in full or made adequate provision in its Financial Statements for the payment of all Taxes (as defined in Section 4.11(b)) due for all periods ending at or prior to the Effective Date. The liabilities and reserves for Taxes reflected in the Party's balance sheet are adequate to cover all unpaid Taxes for all periods ending at or prior to the Effective Date and there are no material liens for Taxes upon any property or asset of the Party, except for liens for Taxes not yet due. There are no unresolved issues of law or fact arising out of a notice of deficiency, proposed deficiency, or assessment from the IRS or any other governmental taxing authority with respect to Taxes of the Party that, if decided adversely, singly or in the aggregate, would have a Material Adverse Effect.

(b) For purposes of this Agreement, the term "Taxes" shall mean all taxes, including without limitation, income, gross receipts, excise, property, sales, withholding, social security, occupation, use, license, payroll, franchise, transfer and recording taxes, fees and charges, levies, or other assessments imposed by the United States or any state, local, or foreign government, or subdivision or agency thereof, and such term shall include any interest, fines, penalties, or additional amounts imposed with respect to any such Taxes.

(c) For purposes of this Agreement, the term "Tax Return" shall mean any return, report, or other document or information required to be supplied to a taxing authority in connection with Taxes.

**SECTION 4.12 Employee Benefit Plans; ERISA.** To the knowledge of the Party, the Party's employee benefit plans that constitute "employee benefit plans" within the meaning of section 3(3) of ERISA are in substantial compliance with ERISA and the Code, except for any written amendments for which the remedial amendment period remains open. For this purpose, any tax-sheltered annuity plan maintained under section 403(b) of the Code shall be deemed to constitute an "employee benefit plan" even though it may not be subject to ERISA. To the knowledge of the party,, with respect to each employee benefit plan, no prohibited transaction (as defined in ERISA) has occurred, all reports and information required by law have been filed and distributed, no partial or complete termination has occurred, and no threatened or pending claims of any participant or beneficiary exist involving any violation of ERISA or of any fiduciary duty that might result in any liability to the Party.

**SECTION 4.13 Labor Matters.** Except as set forth in Schedule 4.13: (a) there are no material controversies pending or, to the knowledge of the Party, threatened between the Party and any representatives of its employees; (b) none of the employees of the Party is covered by any collective bargaining agreement; (c) no one has petitioned within the last five years or is now petitioning for union representation of any of the employees of the Party; (d) to the knowledge of the Party, there are no material organizational efforts presently being made involving any of the employees of the Party and there have been no work stoppages or other material labor difficulties; (e) the Party has complied in all material respects with all laws relating to the employment of labor including, without limitation, any provisions thereof relating to wages, hours, collective bargaining, and the payment of social security and similar taxes; (f) no person has, to the knowledge of the Party, asserted that the Party is liable in any material amount for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing; and (g) the Party has no employment agreement with any employee and all employees of the Party are employed on an "at will basis."

**SECTION 4.14 Environmental Matters.**

(a) (i) To the knowledge of the Party, the Party has conducted its business in compliance with all applicable "Environmental Laws" (as defined below), including without limitation, having all permits, licenses, and other authorizations necessary for the operation of its business as presently conducted; (ii) none of the properties owned by the Party contain asbestos, underground storage tanks, or any "Hazardous Substance" (as defined below); (iii) the Party has not received any notices, demand letters, or requests for information from any governmental entity or third party indicating that the Party may be in violation of, or liable under, any Environmental Law in connection with the ownership or operation of its business; and (iv) there are no civil, criminal or administrative actions, suits, demands, claims, hearings, investigations, or proceedings pending or threatened, against the Party relating to any violation, or alleged violation, of any Environmental Law.

(b) "Environmental Law" means any federal, state, or local statute, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree,

injunction, requirement, or agreement with any governmental entity relating to: (x) the protection, preservation, or restoration of the environment or to human health or safety; or (y) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release, or disposal of Hazardous Substances, in each case as amended and as in effect on the date of the Closing. The term Environmental Law includes, without limitation, any common law or equitable doctrine that may impose liability or obligations for injuries, damages, or penalties due to, or threatened as a result of, the presence of, effects of, or exposure to, any Hazardous Substance.

(c) "Hazardous Substance" means any substance presently or hereafter designated or classified as hazardous, toxic, radioactive, or dangerous, or otherwise regulated, under any Environmental Law.

**SECTION 4.15 Books and Records.** The books of account and other corporate records of the Party are in all material respects complete and correct and have been maintained in accordance with good business practices.

**SECTION 4.16 Insurance.** The Party has continuously maintained and currently maintains fire, casualty, liability, professional liability, and all other insurance coverages necessary in its business and operations. Such insurance policies or programs cover the property, business, and operation of the Party in amounts and against losses and risks such as are generally maintained for comparably situated organizations.

**SECTION 4.17 Bank Accounts.** The Party has provided to the other Party a written list of all banks or other financial institutions with which the Party has an account or maintains a safe deposit box, showing the type and account number of each such account and safe deposit box and the names of the persons authorized as signatories thereon or to act or deal in connection therewith.

## ARTICLE V

### COVENANTS PENDING CLOSING

From and after the date of this Agreement and until the Effective Date, the Parties covenant and agree to the following:

#### **SECTION 5.1 Carry on in Ordinary Course.**

(a) Each Party shall carry on its respective business and activities diligently and substantially in the same manner as heretofore conducted and shall not, without the prior written consent of the other Party, (i) institute any unusual or novel methods of purchase, sale, lease, management, accounting, or operation, (ii) make any material change in the character of its business, or (iii) agree or incur any obligation to do any of the foregoing.

(b) All fixed assets and other tangible property of the Parties shall be used, maintained, and repaired in the usual and ordinary course of business.



(c) Each Party shall use its best efforts to preserve its organization intact, keep available its employees, and preserve its present relationships with its clients, donors, and others with which it has business relations.

(d) Each Party shall comply in all material respects with all laws, rules, and regulations applicable to it and shall fully perform in all material respects all of its obligations under all contracts and shall not do any act, or omit to do any act, that shall cause a breach of any of its contracts.

**SECTION 5.2 Insurance.** PPCC shall maintain insurance coverage for the Assets and professional liability insurance in amounts and covering such risks substantially the same as in effect on the date of this Agreement and shall not cancel, permit to lapse or terminate, or reduce the limits or coverage of, any such insurance carried on the date of this Agreement.

**SECTION 5.3 Full Access.** Representatives of each Party shall have full access at all reasonable times to all premises, properties, books, records, contracts, tax records, and documents of the other Party, and each Party shall furnish to the other Party any information as may reasonably be requested.

**SECTION 5.4 Books, Records, and Financial Statements.** Each Party shall maintain its books and financial records in accordance with generally accepted accounting principles and on a basis consistent with its past practices. The books and financial records shall fairly and accurately reflect the operations of each Party.

**SECTION 5.5 Consents.** Each Party shall obtain all consents and authorizations required in order for the Merger to be consummated or otherwise reasonably deemed appropriate by the other Party, including without limitation, the consents, waivers, or notices set forth on Schedules 4.3(b) and 4.3(c).

**SECTION 5.6 Additional Covenants of PPCC.** Without the prior written consent of PPSP, PPCC shall not:

(a) hire any new employee or agent or increase the compensation of any current employee or agent;

(b) permit any of the Assets to be subjected to any lien;

(c) make any capital expenditures, enter into a lease of capital or other equipment, or transfer, sell, lease, distribute, or otherwise dispose of any Assets;

(d) enter into any order, contract, or commitment for the purchase of goods or services, or amend or terminate any existing order, contract, or commitment, or engage in any other transaction, other than in the ordinary course of business and in accordance with past practices;

(e) cancel or compromise any debt or claim or settle or discharge any balance sheet receivable for less than the stated amount, or otherwise cancel, compromise, or waive any claims or rights of substantial value;

(f) create or incur any indebtedness for borrowed money or guarantee, indemnify, or otherwise become liable for any obligation of any third party;

(g) make any loans, advances, or extensions of credit to any person or entity;

(h) make any single expenditure of more than \$10,000 with the exception of budgeted payments for taxes, payroll, insurance, utilities, existing leases, medical benefits, legal, accounting, and other professional expenses;

(i) make any payment or payments in excess of \$150,000 (in settlement or otherwise) in connection with the legal proceeding disclosed on Schedule 4.10;

(j) pay any bonus or other compensation to employees (other than salary and reimbursement of expenses in accordance with applicable policies) or make any payment in connection with termination of the employment of any employee;

(k) enter into or extend any lease for real property or purchase or enter into any commitment to purchase real property; or

(l) sell, liquidate, assign, transfer, pledge, or borrow from any endowments, true or board-restricted, or other investments.

## **ARTICLE VI**

### **COVENANTS OF PPSP FOR POST-CLOSING MATTERS**

**SECTION 6.1 Final Audit.** PPSP shall arrange for a final audit of PPCC using an auditor chosen by PPSP and shall complete such audit within a reasonable period of time after the Closing.

**SECTION 6.2 Tax Returns.** PPSP shall file any final or other tax returns resulting from activities of PPCC in calendar year 2009 or the fiscal year ending June 30, 2009.

## **ARTICLE VII**

### **CONDITIONS PRECEDENT**

The obligations of the Parties to consummate the Merger shall be subject to the satisfaction of each of the following conditions on or before the Effective Date, unless any one or more of such conditions is waived by both Parties:

**SECTION 7.1 No Legal Impediments.** No provisions of any applicable law or regulation and no judgment, injunction, order, or decree shall prohibit the consummation of the Merger. No suit, action, proceeding, or investigation shall be threatened or pending before or by any court or governmental agency concerning this Agreement or the consummation of the Merger.

**SECTION 7.2 Consents and Approvals.** All actions by or in respect of or filings with any governmental body, agency, court, official, or authority required to permit the consummation of the Merger shall have been obtained, including without limitation all consents set forth on Schedule 4.3(c).

**SECTION 7.3 Environmental Assurances for PPCC Properties.** PPSP shall have received, at its expense, such environmental studies, reviews, or other analyses regarding PPCC's compliance or noncompliance with any applicable Environmental Law and assurances, satisfactory to PPSP, that property owned by PPCC does not contain asbestos, asbestos-containing materials, underground storage tanks, or Hazardous Substances.

**SECTION 7.4 Dissolution of PPCC Affiliate.** PPCC shall have taken reasonable steps to dissolve its affiliate, Planned Parenthood Advocates of Chester County, a Pennsylvania nonprofit corporation ("PPACC"). If PPACC has not been dissolved prior to the Effective Date, PPCC shall cause the Bylaws of PPACC to be amended to provide for ongoing governance of PPACC independent of PPSP until the dissolution of PPACC can be effected.

**SECTION 7.5 Representations and Warranties of Parties.** The representations and warranties of the Parties contained in this Agreement and in the certificates to be delivered pursuant hereto shall be correct in all respects on the date of this Agreement and on the Effective Date (except for changes specifically permitted under this Agreement).

**SECTION 7.6 Performance of this Agreement.** Each Party shall have performed or complied with all of the obligations to be performed or complied with by it under the terms of this Agreement on or prior to the Effective Date.

## **ARTICLE VIII**

### **TERMINATION**

**SECTION 8.1 Termination of Agreement.** This Agreement may be terminated and the Merger may be abandoned prior to the Effective Date:

- (a) By mutual written consent of the Parties;
- (b) By any Party if the Party determines that the Merger has become inadvisable or impractical by reason of the institution or threat by any party, governmental or otherwise, of any litigation, investigation, or proceeding;
- (c) By any Party if any law or regulation makes consummation of the Merger illegal or otherwise prohibited or if any judgment, injunction, order, or decree prohibits or enjoins the Merger;
- (d) By any Party if (i) a receiver, liquidator, or trustee of either Party is appointed by court order; (ii) either Party is adjudicated bankrupt or insolvent; (iii) the property of either Party is sequestered by a court order; (iv) a voluntary or involuntary petition is filed with respect to either Party under any bankruptcy, reorganization, arrangement, insolvency, readjustment of

debt, dissolution, or liquidation law of any jurisdiction; or (v) either Party makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due; or

(e) Except with respect to the conditions set forth in Sections 7.3 and 7.4, by any Party if any condition described in Article VII is not satisfied by July 1, 2009 or such later date as the Parties may mutually agree, unless such condition is waived in writing;

(f) With respect to the conditions described in Section 7.3: (i) provided PPSP has sought such environmental reports promptly after the execution of this Agreement, by PPSP if the reports are not reasonably satisfactory to PPSP; and (ii) by PPCC if such conditions are not satisfied by July 1, 2009 or such later date as the Parties may mutually agree, unless such condition is waived in writing by PPCC; or

(g) By PPSP if the conditions described in Section 7.4 are not satisfied by July 1, 2009 or such later date as the Parties may mutually agree, unless such condition is waived in writing by PPSP.

**SECTION 8.2 Effect of Termination.** If this Agreement is terminated pursuant to Section 8.1, all obligations of the Parties shall terminate without liability of either Party to the other Party. The representations and warranties and agreements contained in any certificate or other writing delivered pursuant to this Agreement shall not survive the Effective Date or termination of this Agreement.

**SECTION 8.3 Remedies.** Nothing contained in this Agreement is intended to or shall be construed to limit the remedies that either Party may have against the other in the event of a breach of this Agreement. Any remedies shall be cumulative and not exclusive.

## **ARTICLE IX**

### **MISCELLANEOUS**

**SECTION 9.1 Assignment; Binding Agreement of the Parties.** Neither Party may assign this Agreement or its rights and obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties and to their respective successors and permitted assigns.

**SECTION 9.2 Severability.** If any provision of this Agreement shall be determined to be contrary to law and unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms.

**SECTION 9.3 Counterparts.** This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. This Agreement shall become effective when each Party has received the counterpart signed by the other Party.

**SECTION 9.4 Headings; Interpretation.** The table of contents and article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement. The Parties have participated substantially in the negotiation and drafting of this Agreement and each Party hereby disclaims any defense or assertion in any litigation or arbitration that any ambiguity herein should be construed against the draftsman.

**SECTION 9.5 Notices.** All notices to and other communications between the Parties shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail (return receipt requested) or sent via facsimile to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

(a) If to PPSP:

Planned Parenthood Southeastern Pennsylvania  
1144 Locust Street  
Philadelphia, PA 19107  
Attention: Dayle Steinberg, President and CEO  
Facsimile Number: (215) 351-5595

With a copy to:  
Zateeny Loftus, LLP  
Two Bala Plaza, Suite 604  
Bala Cynwyd, PA 19004  
Attention: Deborah J. Zateeny, Esq.  
Facsimile Number: (610) 660-6166

(b) If to PPCC:

Planned Parenthood of Chester County  
8 South Wayne Street  
West Chester, PA 19382  
Attention: Cathy Wilson, Chair, Board of Directors  
Facsimile Number: (610) 429-1057

With a copy to:  
Fox Rothschild LLP  
Eagleview Corporate Center  
747 Constitution Drive, Suite 100  
P. O. Box 673  
Exton, PA 19341  
Attention: Richard S. Caputo, Esq.  
Facsimile Number: (610) 458-7337

**SECTION 9.6 Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

**SECTION 9.7 Payment of Fees and Expenses.** Each Party shall promptly pay all fees and expenses of its respective counsel, accountants, and other experts and promptly pay all of its other expenses incident to the negotiation, preparation, and execution of this Agreement and the consummation of the Merger (collectively, the "Expenses"), except as otherwise agreed in writing; provided, however, that PPSP agrees to pay all Expenses of PPCC that have not been paid by PPCC prior to the Effective Date within a reasonable period of time after the Effective Date.

**SECTION 9.8 Further Assurances.** If, at any time prior to or after the Effective Date, PPSP shall consider or be advised that any further assignment, conveyance, or assurance is necessary or desirable to (i) vest, perfect, or confirm of record PPSP's title to and possession of all of PPCC's property, rights, privileges, powers, and franchises, or (ii) otherwise carry out the intent and purposes of this Agreement, the representatives of PPCC as of the Effective Date shall execute and deliver, or cause to be executed and delivered, all such deeds, assignments, instruments, and assurances and do all things necessary or proper to vest, perfect, or convey title to PPSP.

**SECTION 9.9 Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and shall not confer any rights upon any other person.

**SECTION 9.10 Entire Agreement and Modification.** All Schedules to this Agreement are incorporated by reference and made a part of this Agreement. This Agreement (including the attached Schedules) constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, written and oral between the Parties with respect to its subject matter. No modifications to this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, PPSP and PPCC have caused this Agreement to be signed by their respective officers as of the date first written above.

ATTEST:

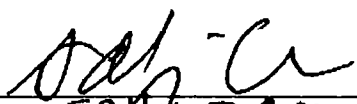
PLANNED PARENTHOOD  
SOUTHEASTERN PENNSYLVANIA

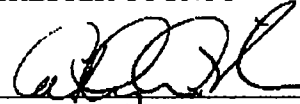
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Dayle Steinberg  
Title: President and CEO  
Date of Execution: \_\_\_\_\_

ATTEST:


PLANNED PARENTHOOD  
OF CHESTER COUNTY

By:   
Name: Sally J. Cramer  
Title: Secretary

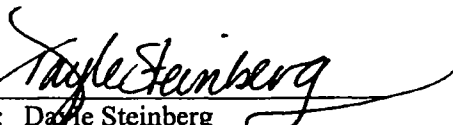
By:   
Name: Cathy Wilson  
Title: Chair, Board of Directors  
Date of Execution: April 17, 2009

IN WITNESS WHEREOF, PPSP and PPCC have caused this Agreement to be signed by their respective officers as of the date first written above.

ATTEST:

By:   
Name: Ilene Appel  
Title: Director of Business Development

PLANNED PARENTHOOD  
SOUTHEASTERN PENNSYLVANIA

By:   
Name: Danyle Steinberg  
Title: President and CEO  
Date of Execution: 4.17.09

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PLANNED PARENTHOOD  
OF CHESTER COUNTY

By: \_\_\_\_\_  
Name: Cathy Wilson  
Title: Chair, Board of Directors  
Date of Execution: \_\_\_\_\_



**PLANNED PARENTHOOD OF CHESTER COUNTY**

**CLOSING CERTIFICATE**

I, Cathy A. Wilson, Chair of the Board of Directors of Planned Parenthood of Chester County, a Pennsylvania nonprofit, non-stock, non-membership corporation (the "Corporation"), hereby certify pursuant to Section 1.4(c) of that certain Agreement and Plan of Merger dated and effective as of April 7, 2009 by and between Planned Parenthood Southeastern Pennsylvania, a Pennsylvania nonprofit, non-stock, membership corporation, and the Corporation (the "Agreement"), that, except as further set forth herein, all of the representations and warranties of the Corporation contained in Article IV of the Agreement are true and correct as of the date of this Closing Certificate. In connection with the litigation matters involving the Corporation that are set forth on Schedule 4.10 of the Agreement, the Corporation has reached a preliminary agreement with the plaintiff in the Ellis v. Planned Parenthood of Chester County et al., Civil Action No. 06-07515 whereby the Corporation shall provide the plaintiff with payments in the aggregate amount of \$125,000 and the plaintiff shall provide the Corporation with a general release of claims. The terms of such settlement agreement shall be set forth in a Confidential Settlement Agreement and General Release to be executed by the Corporation and the plaintiff.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I have executed this Closing Certificate effective as of June 24, 2009.

  
Cathy A. Wilson, Chair, Board of Directors

**PLANNED PARENTHOOD SOUTHEASTERN PENNSYLVANIA**

**CLOSING CERTIFICATE**

I, Dayle Steinberg, President of Planned Parenthood Southeastern Pennsylvania, a Pennsylvania nonprofit, non-stock, membership corporation (the "Corporation"), hereby certify pursuant to Section 1.4(c) of that certain Agreement and Plan of Merger dated and effective as of April 7, 2009 by and between Planned Parenthood of Chester County, a Pennsylvania nonprofit, non-stock, non-membership corporation, and the Corporation (the "Agreement"), that all of the representations and warranties of the Corporation contained in Article IV of the Agreement are true and correct as of the date of this Closing Certificate. Schedules 4.5 and 4.6 to the Agreement referred to the planned merger of STBY Corporation with and into the Corporation, which merger became effective on June 1, 2009.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I have executed this Closing Certificate effective as of June 24, 2009.

  
Dayle Steinberg, President

## **Schedules**

Schedule 1.2	Articles of Merger
Schedule 2.1	Amended and Restated Articles of Incorporation of PPSP
Schedule 2.3	Amended and Restated Bylaws of PPSP
Schedule 2.4	Directors and Officers of PPSP and PPCC
Schedule 2.5	PPSP Organization Chart
Schedule 2.6	PPSP Proposed Budget for Fiscal Year ending June 30, 2010
Schedule 3.2(b)	Endowments, Trusts, and Restricted Funds
Schedule 4.3(b)	Notices to Creditors, Grantors, Lessors, Contractors, and Other Entities
Schedule 4.3(c)	Notices to Governmental Authorities and Consents
Schedule 4.5	Material Changes
Schedule 4.6	Real Property
Schedule 4.8	Permits and Licenses
Schedule 4.10	Litigation
Schedule 4.13	Labor Matters

**Schedule 1.2**

**Articles of Merger**

**Schedule 2.1**

**Amended and Restated Articles of Incorporation of PPSP**

**Schedule 2.3**

**Amended and Restated Bylaws of PPSP**

**Schedule 2.4**

**Directors and Officers of PPSP and PPCC  
on the Date of this Agreement**

**PPCC:**

Robert B. Burleigh

Sally Cramer (Secretary)

Nancy H. Eales

Deborah Hodies

Valerie Hayes Jester

Kelvin Kean (Treasurer)

Samuel M. Laird

Karen McCool

Marilynne S. Rosen (Board Vice Chair)

Patricia Schultz

Kean Spencer

Martin Stevens

Thomas Tolin

Cathy A. Wilson, Esq. (Board Chair)

Judy Wilson

Schedule 2.4 (continued)

**PPSP:**

Barbara Attie

Cynthia F. Figueroa

Marcie Friedman (First Vice Chair)

Rabbi Alan D. Fuchs

Linda S. Glickstein

Jo Ann B. Jones, Esq. (Second Vice Chair)

Linda I. Lemmon (Secretary)

Ellen A. Magen

Waleska Maldonado

Rev. Marvin A. Marsh

Jane A. McNeil

Joan M. Morgan (Assistant Secretary)

Kathryn Love Putnam

Linda L. Rich

Lisa M. Sloan, Esq. (Treasurer)

Christine Nordstrom Stainton

Dayle Steinberg (President & CEO, non-voting ex officio Director)

Beth M. Vogel

Felecia Weiss

Carol A. Williams (Chair)

Mark B. Woodland, M.D.

Debora Collier Zug



**Schedule 2.5**

**Organization Chart of PPSP**

**Schedule 2.6**

**PPSP Proposed Budget  
Fiscal Year Ending June 30, 2010**

**Endowments, Trusts, and Restricted Funds  
(Held by PPCC or by a Third Party for its Benefit)**

**Endowment Fund at The Chester County Community Foundation:** Under the terms of an agreement dated September 13, 1995, The Chester County Community Foundation holds a permanently endowed fund for the benefit of PPCC. The primary purpose of the fund is to further the mission of PPCC "by supporting its non-profit operating, program, and capital needs." The Board of Directors of PPCC acts as Fund Advisors with respect to the fund. 5% of the fund's value is available for disbursement to PPCC annually. The fund is a component fund of The Chester County Community Foundation which has variance powers typical of a fund held by a community trust. With respect to continuity, the agreement provides as follows: "The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation. If Fund Advisors are no longer willing or able to serve, the board of the community foundation will serve in that capacity. If the designated nonprofit organization supported by the Fund ceases to exist, the Foundation shall devote any remaining assets in the Fund exclusively for charitable purposes that: (a) are within the scope of the charitable purposes of the Foundation's Articles of Incorporation; and, (b) most nearly approximate, in the good faith opinion of the Foundation Board, the original purpose of the Fund. If the Fund Advisors decide that this fund should serve the interests of other nonprofit with which they would merge, the Advisors can so deem such as a future amendment to this Agreement."

**Endowment Fund at The Philadelphia Foundation:** Under the terms of an agreement dated September 18, 1995, The Philadelphia Foundation holds an organizational endowment fund for the benefit of PPCC. The purpose of the fund is to provide funds to PPCC and for the charitable purposes of PPCC. If it becomes unnecessary, undesirable, impractical, or impossible to use the fund for its stated purposes, the Foundation has the right to use the funds for Planned Parenthood Federation of America or for such other charitable purposes as the Foundation deems appropriate. The Foundation invests the fund on a total return basis and distributes a percentage of the fund's value based on a percentage determined annually. PPCC may apply for distributions from principal. The fund is a component fund of The Philadelphia Foundation which has "ultimate control and absolute discretion" with respect to the fund and disbursements.

**George W. Dawson Trust:** The First National Bank of Chester County and G. Timothy Dawson are Trustees of the Trust of George W. Dawson. George Dawson died on May 2, 2007 and he made a residuary bequest under I, Section 2.(c)(5) of the Trust to PPCC as follows: "Five percent (5%) to Planned Parenthood of Chester County, West Chester, ... to provide the means for the control of pregnancy, including the freely chosen termination thereof, by needy women." In June 2007, the Trustees disbursed \$50,000 of the bequest to PPCC and indicated that there might be a very small residual amount to be disbursed in about a year. PPCC expects to receive 5% of the balance of the estate remaining to be distributed, but distribution has been delayed pending review of the estate's filings by the Internal Revenue Service.

**Women's Suburban Clinic Funds:** Women's Suburban Clinic ("WSC") provided health care services to Chester County residents until it ceased doing business in 1996. WSC entered into an agreement with PPCC on January 22, 1996 pursuant to which WSC gave \$35,000 to PPCC to be

held "as a separate fiduciary fund, with full power to invest it in a prudent manner, and use the income as well as the principal to defray part of the expenses of abortions for those needy or poor women who, in the opinion of PPCC, can not afford to pay all the expenses of an abortion." ... "The entire expense of an abortion shall not be paid from this fund, it being the intention of WSC that the organization providing the abortion procedure reduce its usual charge by a third or so, the woman pay approximately a third or so, and PPCC pay the balance from the fund. This formula may be modified in cases of extreme need by a woman, but it is intended that the abortion provider reduce its fee in all cases involving use of the fund." .... "PPCC shall have no ownership interest in these funds, and they shall not be commingled with other funds of PPCC."

In 2007, WSC made an additional gift of \$7,500 to PPCC, subject to the terms of the January 22, 1996 agreement.

PPCC has invested the WSC funds in a separate mutual fund account at The Vanguard Group. As of February 28, 2009, the balance of the account was valued at \$40,298.

**True Endowment:** PPCC also holds true endowment funds invested in The Vanguard Group mutual funds that were valued at \$905,622 as of February 28, 2009. These funds were given by donors to PPCC to be held in perpetuity.

**Schedule 4.3(b)**

**Notices to Creditors, Grantors, Lessors, Contractors, and Other Entities**

PPSP: Planned Parenthood Federation of America; Family Planning Council;  
Wachovia Bank; Commerce Bank

PPCC: Planned Parenthood Federation of America; Family Planning Council;  
First National Bank of Chester County; CGP Acquisitions (landlord for Phoenixville Health  
Center); Tendal Corporation (landlord for Coatesville Health Center)

**Schedule 4.3(c)**

**Notices to Governmental Authorities and Consents**

PPSP and PPCC:

Pennsylvania Attorney General  
Chester County Orphans' Court  
Pennsylvania Department of Health

Post –Merger Notifications:

Pennsylvania Bureau of Charitable Organizations  
Internal Revenue Service  
Pennsylvania Department of Public Welfare

### Material Changes

PPSP: The Financial Statements of PPSP include, on a consolidated basis, its subsidiary, STBY Corporation, which PPSP plans to merge into PPSP. If the merger takes place, the STBY assets will continue to be shown on the PPSP Financial Statements as the assets of PPSP, but the references to STBY Corporation will be removed.

PPCC: At its regular meeting on March 5, 2009, the Board of Directors of PPCC authorized an additional \$200,000 loan to PPCC from board-restricted net assets. The purpose of the loan is in part to fund an anticipated cash shortfall in the April – June 2009 timeframe. To the extent that the funds are not required for operating purposes, any surplus funds will be used to fund merger-related expenses or the costs of settling the Ellis lawsuit.

The Board authorized the Treasurer to call a special meeting of the Budget & Finance Committee for the purpose of deciding which investments to liquidate to fund the loan. The Board further directed that the liquidations and the transfer of the \$200,000 to the organization be done as soon as practical because of the volatility of the securities markets and the risk that sufficient board-restricted assets might not be available to fund the full loan amount.

The Budget & Finance Committee met on March 10, 2009. On March 11, 2009, mutual funds were liquidated pursuant to their instructions (with a trade date of March 12.)

**Schedule 4.6**

**Real Property Owned by PPSP\***

<u>Address</u>	<u>Liens</u>
1144 Locust Street, Philadelphia, PA	None
2747-51 Comly Road, Philadelphia, PA	\$600,000

\* PPSP plans to merge its subsidiary STBY Corporation into PPSP. PPSP will survive the merger. STBY owns one property located at 1217-19 Powell Street, Norristown, PA that will be owned by PPSP if the merger of STBY into PPSP occurs.

**Real Property Leased by PPSP**

<u>Leased Site</u>	<u>Address</u>	<u>Term Expires</u>
Ambler	19 Lindenwold Avenue, Ambler, PA 19002	11/30/2010
Blackwell,	1211 Chestnut Street, Suite # 405, Philadelphia, PA 19107	9/30/2012
Castor	8210 Castor Avenue, Philadelphia, PA 19152	9/30/2009
Collegeville	78 Second Avenue, Suite 1A, Collegeville, PA 19426	5/31/2011
Media	216 W. State Street, Media, PA 19063	12/31/2014
Pottstown	644 East High Street, Pottstown, PA 19464	7/31/2009
St. David's	515 E. Lancaster Avenue, Suite B, St. David's, PA 19087	2/28/2010
Yeadon	605-607 Cedar Avenue, Yeadon, PA 19050	4/30/2009

**Real Property Owned by PPCC\***

<u>Owned Site</u>	<u>Address</u>	<u>Liens</u>
West Chester	8 South Wayne Street, West Chester, PA 19382	\$300,000
Avondale	1660 Baltimore Pike, Avondale, PA 19311	None

\* The real property owned by PPCC and set forth in this Schedule 4.6 shall be conveyed free and clear of all mortgages, liens, pledges or encumbrances, excepting, however, (i) any and all items of record that may be set forth in certain title searches/commitments for title insurance on the subject property obtained by PPCC and delivered to PPSP prior to the date of this Agreement, and (ii) any existing building restrictions, ordinances, easements of record and those otherwise visible on the ground, and privileges or rights of public service companies, which are not otherwise disclosed in such title searches/commitments.

**Real Property Leased by PPCC**

<u>Leased Site</u>	<u>Address</u>	<u>Term Expires</u>
Coatesville	1001 East Lincoln Highway, Suite 101, Coatesville, Pa 19320	7/31/2011
Phoenixville	1041 W. Bridge Street, Suite 101, Phoenixville, PA 19460	7/31/2010



**Permits and Licenses**

PPSP:

PA Department of Health

Pennsylvania, Department of State, Bureau of Charitable  
Organizations [Certificate Registration #1395]

Pennsylvania, Department of Revenue,  
Bureau of Business Trust Fund Taxes,  
Sales and Use Tax Exemption Certificate  
Exempt Organization #75-020496

PPCC:

PA Department of Health

Pennsylvania, Department of State, Bureau of Charitable  
Organizations [Certificate Registration #338]

Pennsylvania, Department of Revenue,  
Bureau of Business Trust Fund Taxes,  
Sales and Use Tax Exemption Certificate  
Exempt Organization #75-399638

**Litigation**

PPSP: Dana Asbury, et. al. v. Planned Parenthood of Southeastern PA, and J.P. Lebed, D.O. and Janet Wilson, M.D. The suit was filed in January Term 2005 in the Court of Common Pleas, Delaware County, PA # 04519: The plaintiff alleged medical malpractice by the medical director for PPSP. A judgment was entered against the physician but is now on appeal. The claim is covered under malpractice insurance, except for a \$500 deductible.

PPCC: Ellis v. Planned Parenthood of Chester County, et al., Civil Action No. 06-07515. The suit was filed on August 25, 2006 at 2:57 pm at the Office of the Prothonotary, Chester County, PA. The plaintiff is the former medical director of PPCC and alleged claims involving, among other things, violations of the wage payment act and breach of contract.

**Schedule 4.13**

**Labor Matters**

PPSP : None  
PPCC: Claim disclosed on Schedule 4.10

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