N50067

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

300274798463

RECEIVED
15 JUL 31 PM 4:04
DIVISION OF CORPORATIONS

FILED
15 JUL 31 AM 3:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

AUG 03 2015

R. WHITE

NATIONAL CORPORATE RESEARCH, LTD.®
The Right Response at the Right Time, Every Time.℠

NCR National Corporate Research (Hong Kong) Limited,
a Hong Kong Limited Company

NCR National Corporate Research (UK) Limited,
Registered in England and Wales, Registry # 8010712

Albany • Charlotte • Chicago • Dover • Los Angeles • New York • Sacramento • Springfield • Tallahassee • Washington, D.C. • **Hong Kong** • **London**

Date: 07/31/2015 Account #: I20000000088

Name: Michelle Walker

Reference #: T000833

ENTITY NAME: ONEBLOOD, INC.

- ☐ Articles of Incorporation/Authorization to Transact Business
- ☐ Amendment
- ☐ Annual Report
- ☐ Change of Agent
- ☐ Reinstatement
- ☐ Conversion
- ☑ Merger
- ☐ Dissolution/Withdrawal
- ☐ Fictitious Name
- ☐ Other: _____

Authorized Amount: $70

Signature: Michelle Walker

115 North Calhoun Street, Suite #4, Tallahassee, FL 32301
Telephone: (866) 625-0838 Fax: (866) 625-0839 International +1 (212) 947-7200
E-Mail: *info@nationalcorp.com* **Website:** *www.nationalcorp.com*

NATIONAL CORPORATE RESEARCH, LTD.®
The Right Response at the Right Time, Every Time.™

NCR National Corporate Research (Hong Kong) Limited,
a Hong Kong Limited Company

NCR National Corporate Research (UK) Limited,
Registered in England and Wales, Registry # 8010712

Albany • Charlotte • Chicago • Dover • Los Angeles • New York • Sacramento • Springfield • Tallahassee • Washington, D.C. • Hong Kong • London

Date: 07/31/2015 Account #: I20000000088

Name: Michelle Walker

Reference #: T000833

ENTITY NAME: ONEBLOOD, INC.

- ☐ Articles of Incorporation/Authorization to Transact Business
- ☐ Amendment
- ☐ Annual Report
- ☐ Change of Agent
- ☐ Reinstatement
- ☐ Conversion
- ☑ Merger
- ☐ Dissolution/Withdrawal
- ☐ Fictitious Name
- ☐ Other: _____

Authorized Amount: $70

Signature: Michelle Walker

115 North Calhoun Street, Suite #4, Tallahassee, FL 32301
Telephone: (866) 625-0838 Fax: (866) 625-0839 International +1 (212) 947-7200
E-Mail: *info@nationalcorp.com* **Website:** *www.nationalcorp.com*

FILED

15 JUL 31 AM 8:46

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF

THE BLOOD ALLIANCE, INC.,
A Florida not-for-profit corporation

INTO

ONEBLOOD, INC.,
A Florida not-for-profit corporation

The following Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to 617.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving party is as follows:

Name	Jurisdiction	Document Number
OneBlood, Inc.	Florida	N50067

SECOND: The name and jurisdiction of the merging party is as follows:

Name	Jurisdiction	Document Number
The Blood Alliance, Inc.	Florida	712776

THIRD: The Plan of Merger is attached as **Exhibit A**.

FOURTH: The merger shall become effective on July 31, 2015.

FIFTH: The members of OneBlood, Inc. were not entitled to vote on the Plan of Merger. The Plan of Merger was adopted and approved by written consent of the board of directors of OneBlood, Inc. on July 29, 2015 and executed in accordance with Section 617.0701, Florida Statutes. The number of directors in office was 7. The number of votes cast for the plan of merger was sufficient for approval and the vote for the plan was as follows: 7 FOR; 0 AGAINST.

SIXTH: The member of The Blood Alliance, Inc., Coastal Blood Alliance, Inc., a Florida not-for-profit corporation, was entitled to vote on the Plan of Merger. The Plan of Merger was approved by the unanimous consent of the board of directors of The Blood Alliance, Inc. on July 17, 2015. The number of directors in office was 3. The number of votes cast for the plan of merger was sufficient for approval and the vote for the plan of merger was as follows: 3 FOR; 0 AGAINST. The Plan of Merger was adopted and approved by the sole member of The Blood Alliance, Inc. on July 22, 2015. The number of votes cast for the plan of merger was sufficient for approval and the vote for the plan was as follows: 1 FOR; 0 AGAINST.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

The foregoing Articles of Merger were executed by the undersigned parties effective July 31, 2015.

ONEBLOOD, INC., a Florida not-for-profit corporation	**THE BLOOD ALLIANCE, INC.**, a Florida not-for-profit corporation
By: _____	By: _____
Name: Donald Doddridge	Name: _____
Title: CEO	Title: _____

The foregoing Articles of Merger were executed by the undersigned parties effective [July 31], 2015.

ONEBLOOD, INC., a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

THE BLOOD ALLIANCE, INC., a Florida not-for-profit corporation

By: Ed Lawson
Name: Ed Lawson
Title: President & CEO

EXHIBIT A

PLAN OF MERGER

BETWEEN

THE BLOOD ALLIANCE, INC.

AND

ONEBLOOD, INC.

This Plan of Merger (this "Plan of Merger"), dated as of the 30th day of July, 2015, is entered into by and among **THE BLOOD ALLIANCE, INC.**, a Florida not for profit corporation ("TBA"), **COASTAL BLOOD ALLIANCE, INC.**, a Florida not for profit corporation ("Coastal"), **FIRST COAST BLOOD ALLIANCE, INC.**, a Florida not for profit corporation ("First Coast") and **ONEBLOOD, INC.**, a Florida not for profit corporation ("OneBlood"), with respect to the merger of TBA with and into OneBlood. TBA, Coastal and First Coast are each sometimes referred to herein as a "Coastal Party" or collectively as the "Coastal Parties." TBA, Coastal, First Coast and OneBlood are each sometimes referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties deem it advisable and in their respective best interests to merge TBA with and into OneBlood (the "Merger"), pursuant to Sections 617.1101 - 617.1103, Florida Statutes (2015) to facilitate OneBlood's acquisition of TBA's blood banking and related business activities (collectively, the "Business").

WHEREAS, as of the date hereof Coastal is the sole member of TBA and First Coast, and both Coastal and First Coast will derive a direct and substantial benefit from the transactions contemplated hereby.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by the Parties hereto, this Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I

MERGER OF TBA WITH AND INTO ONEBLOOD

1.1. Merger. Subject to the provisions of this Plan of Merger, at the Effective Time (as hereinafter defined in Article VII; all other capitalized terms used herein that are not otherwise defined herein shall have the same meanings as are ascribed to such capitalized terms in Article XI) TBA shall be merged with and into OneBlood, and OneBlood shall be the surviving corporation. The separate corporate existence of TBA shall cease at the Effective Time in accordance with the provisions of Section 617.1106, Florida Statutes. At the Effective Time, the title to all property owned by TBA shall immediately and automatically, by operation of law,

become the property of OneBlood without reversion or impairment, and all debts, liabilities and obligations of TBA, other than expressly provided to the contrary herein, shall become those of OneBlood and shall not be released or impaired by the Merger. OneBlood shall succeed, continue or vest in all respects to all of the rights, privileges, powers, franchises and obligations of TBA.

1.2. Articles of Incorporation. From and after the date hereof, the Articles of Incorporation of OneBlood shall not be revised without the prior consent of TBA. The Articles of Incorporation of OneBlood in effect immediately prior to the Effective Time shall remain in effect at the Effective Time and shall not be revised or amended as a result of the Merger.

1.3. Bylaws. The Bylaws of OneBlood in effect immediately prior to the Effective Time shall be amended and restated in their entirety at the Effective Time to be in substantially the forms attached as Exhibit "A" hereto (the "Bylaws").

1.4. Taking of Necessary Action. Prior to the Effective Time, each of the Parties, respectively, shall take all such actions as may be necessary, appropriate or desirable to effect the Merger, including but not limited to obtaining all approvals required by the laws of the States of Florida and Georgia and of the United States of America, and filing or causing to be filed and/or recorded any document or documents prescribed by the laws of the States of Florida and Georgia and of the United States of America. If at any time or times after the Effective Time any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest OneBlood with full title to all properties, assets, rights and approvals of TBA, the officers and directors of OneBlood, Coastal and First Coast, respectively, shall take all such necessary action.

1.5. Directors, Officers and Regional Directors.

(a) Directors. Effective upon Closing, the Board of Directors of OneBlood (the "OneBlood Board") shall consist of the individuals listed in Schedule 1.5(a). As of the Effective Time the number of voting Directors shall be set at eleven (11).

(b) Regional Advisory Board. As reflected in the Bylaws, effective as of the Effective Time OneBlood shall organize a regional advisory board providing advice and counsel to the OneBlood Board with respect to OneBlood's activities and operations in Northeast Florida and Georgia.

1.6. Authorization. The respective officers of TBA, Coastal, First Coast, and OneBlood have been authorized to execute Articles of Merger on behalf of their respective corporations, in conformity with the provisions of Florida law; and the respective officers of TBA, Coastal, First Coast, and OneBlood are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger or the Merger herein provided for.

1.7. Closing. Subject to the provisions of Article VI and Article VII below, the closing contemplated by this Plan of Merger ("Closing") will be held at 10:00 o'clock A.M.

Eastern Daylight Savings Time on July 31, 2015 (the "Closing Date"), at the Jacksonville, Florida offices of Foley & Lardner LLP, unless another Closing Date, place or time is agreed to in writing by the Parties.

ARTICLE II

MERGER CONSIDERATION – PAYMENT.

2.1. Merger Consideration. In consideration of the completion of the Merger as described hereinabove, OneBlood shall pay to Coastal the Merger Consideration (as defined herein). For purposes of this Plan of Merger, "Merger Consideration" shall mean the Net Book Value (as defined in Section 2.3(d)(i) below) as set forth on the Estimated Closing Date Balance Sheet plus Three Million Three Hundred Thousand U.S. Dollars ($3,300,000) plus the Adjustment Amount, subject to any other additional adjustments made pursuant to this Article II or any other provision of this Plan of Merger.

2.2. Payment of Merger Consideration. The Merger Consideration shall be paid by OneBlood as follows:

(a) On the Closing Date, ten percent (10%) (the "Escrow Amount") of the Merger Consideration (prior to the determination of the Adjustment Amount) shall be deposited into an escrow account (the "Escrow Account") established pursuant to the terms and conditions of an escrow agreement (the "Escrow Agreement") by and among Wells Fargo Bank, N.A., as escrow agent (the "Escrow Agent"), and the Parties, substantially in the form of Exhibit "C" hereto, pursuant to which the Escrow Amount will, subject to the terms thereof and this Plan of Merger, be held for twelve (12) months following the Closing Date. The costs of establishing and administering the Escrow Account shall be paid by OneBlood.

(b) On the Closing Date, OneBlood shall pay Coastal an amount (the "Cash Merger Consideration") equal to the Merger Consideration (prior to the determination of the Adjustment Amount) less the Escrow Amount. The Cash Merger Consideration will be paid by wire transfer of immediately available funds to an account designated by Coastal, which account shall be designated by Coastal not less than forty-eight (48) hours prior to the time for payment specified herein.

2.3. Determination of Net Book Value.

(a) *Estimated Closing Date Balance Sheet.* Not less than ten (10) business days prior to the anticipated Closing Date, the Coastal Parties shall, in consultation with OneBlood, prepare and deliver to OneBlood a projected balance sheet of TBA as of the Effective Time, which balance sheet shall (i) represent the reasonable estimate of the Coastal Parties as to the book value, as of the Closing Date, of the assets and liabilities of TBA to be acquired or assumed by OneBlood as a result of the Merger (*i.e.*, such balance sheet shall exclude the book value of the Excluded Assets and the Excluded Liabilities) and (ii) be accompanied where appropriate by schedules setting forth in reasonable detail all assets and liabilities included therein. In the event OneBlood shall object to any of the information set forth on the balance sheet or accompanying schedules as presented by the Coastal Parties, the parties shall negotiate

in good faith and agree on appropriate adjustments to the end that such balance sheet and accompanying schedules reflect a reasonable estimate of the Final Closing Date Balance Sheet. The estimated balance sheet as finally determined by the Parties pursuant to this subsection is herein referred to as the "Estimated Closing Date Balance Sheet." In connection with the determination of the Estimated Closing Date Balance Sheet, the Coastal Parties shall provide to OneBlood such information and detail as OneBlood shall reasonably request. Additionally, without limiting the foregoing or any other right or remedy of OneBlood hereunder, OneBlood may require that the Coastal Parties provide supporting documentation for the information and calculations used by the Coastal Parties in the preparation of such balance sheet, including without limitation work papers and other accounting materials related thereto. Attached as Schedule 2.3(a) is an itemized example of the Estimated Closing Date Balance Sheet which the Parties agree sets forth a correct illustration of such balance sheet prepared as if May 31, 2015 were the Closing Date and the resulting Net Book Value.

(b) *Final Closing Date Balance Sheet.* The final balance sheet of TBA prepared as of the Closing Date shall be prepared as follows:

(i) Within sixty (60) days after the Closing Date, OneBlood shall deliver to Coastal a balance sheet of TBA as of the Closing Date prepared from the books and records of TBA fairly presenting the financial position of TBA as of the Closing Date, which balance sheet shall be consistent with the accounting practices and methodologies used to compile the Estimated Closing Date Balance Sheet. Such balance sheet shall be accompanied where appropriate by schedules setting forth in reasonable detail all assets and liabilities included therein. Such balance sheet or the accompanying schedules shall contain a complete detail of the assets and liabilities of TBA.

(ii) Within thirty (30) days following the delivery of the balance sheet referred to in (i) above, Coastal may object to any of the information contained in said balance sheet or accompanying schedules which could affect the necessity or amount of any payment by Coastal or OneBlood pursuant to Section 2.3(c) below. Any such objection shall be made in writing and shall state Coastal's determination of the amount of the Net Book Value.

(iii) In the event of a dispute or disagreement relating to the balance sheet or schedules which OneBlood and Coastal are unable to resolve, either Party may elect to have all such disputes or disagreements resolved by PricewaterhouseCoopers, LLC, provided that such accounting firm has not provided, and has not been engaged to provide, other material services to either OneBlood or Coastal, in which case the Parties shall mutually select an alternate, independent accounting firm of nationally recognized standing (PricewaterhouseCoopers, LLC or such other firm, the "Accounting Firm"). The Accounting Firm shall make a resolution of the balance sheet of TBA as of the Closing Date and the calculation of Net Book Value, which shall be final and binding for purposes of this Article II. The Accounting Firm shall be instructed to (x) review only those items relevant to the matters in dispute, (y) opine on only such disputed matters and (z) use every reasonable effort to perform its services within thirty (30) days of submission of the balance sheet to it and, in any case, as soon as practicable after such submission. The fees and expenses for the services of the Accounting Firm shall be borne fifty percent (50%) by OneBlood and fifty percent (50%) by Coastal. As used in this Plan of Merger, the term "Final Closing Date Balance Sheet" shall mean the balance

sheet of TBA as of the Closing Date as finally determined for purposes of this Section Article II, whether by (A) acquiescence of Coastal in the figures supplied by OneBlood in accordance with Section 2.3(b)(i), (C) by negotiation and agreement of the Parties or (D) by the Accounting Firm in accordance with this Section 2.3(b)(iii).

(c) *Payment of the Adjustment Amount.* On or before the tenth (10^{th}) business day following the determination of the Final Closing Date Balance Sheet pursuant to Section 2.3(b) above, either: if the Adjustment Amount is a positive number then such amount shall be paid by wire transfer of immediately available funds, by OneBlood to Coastal, or (b) if the Adjustment Amount is a negative number then such amount shall be paid by wire transfer of immediately available funds by Coastal to OneBlood. Notwithstanding the foregoing, no amount shall be payable to either Coastal or OneBlood pursuant to this Section 2.3 unless the such amount is greater than $5,000. Any amounts due payable to either OneBlood or Coastal pursuant to this Section 2.3(c) shall be paid to OneBlood or Coastal, as applicable, by wire transfer of immediately available funds to an account designated by the recipient not less than forty-eight (48) hours prior to the time for payment specified herein. Without limiting the foregoing, in the event Coastal is required to make any payment to OneBlood pursuant to this Section 2.3(c), at OneBlood's option such payment will be distributed from the Escrow Account.

(d) *Definitions of Net Book Value and Adjustment Amount.*

(i) The term "Net Book Value" shall mean the net book value of the assets reflected on the Estimated Closing Date Balance Sheet or the Final Closing date Balance Sheet (as appropriate) less the net book value of the liabilities reflected therein.

(ii) The term "Adjustment Amount" (which may be a positive or negative number) shall be the amount determined by subtracting the Net Book Value as shown on the Final Closing Date Balance Sheet from the Net Book Value as shown on the Estimated Closing Date Balance Sheet.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF TBA, COASTAL AND FIRST COAST

Each of the Coastal Parties, jointly and severally, make the following representations and warranties to OneBlood, which representations and warranties shall be true and correct on the date hereof and at the Effective Time (if the Merger closes), as if then restated:

3.1. Organization, Qualification and Authority. Each Coastal Party is a not for profit corporation duly organized, validly existing with an active status under the laws of the State of Florida. Each Coastal Party is a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code (the "Code"), and its exempt status has not been challenged by the Internal Revenue Service. Except as disclosed in Schedule 3.1 the nature of the business of TBA does not require it to be licensed or qualified to do business as a foreign corporation in any jurisdiction. All current Subsidiaries of TBA have been identified on Schedule 3.1. Each Coastal Party has full right, power and authority (i) to own, lease and operate its assets as presently owned, leased and operated and to carry on its business as it is now being conducted, (ii) to enter into and perform its obligations under this Plan of Merger without

the consent, approval or authorization of, or obligation to notify, any person, entity or governmental agency(except to the extent set forth in this Plan of Merger), and (iii) to execute, deliver and carry out the terms of this Plan of Merger and all other documents, agreements and instruments necessary to give effect to the provisions of this Plan of Merger and to consummate the transactions contemplated hereby. Each Coastal Party's execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith have been duly authorized by all necessary action by such Coastal Party, and prior to the Closing all other agreements and documents contemplated hereby will be duly authorized by all necessary action by such Coastal Party. Except as provided in the prior sentence, no other action on the part of any Coastal Party or any other person or entity is necessary to authorize the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith, other than the third party consents and governmental approvals required pursuant to Section 6.9 and 6.10, respectively. This Plan of Merger and all other agreements and documents executed in connection herewith by such Coastal Party, upon due execution and delivery thereof, shall constitute valid and binding obligations of such Coastal Party, enforceable against such Coastal Party in accordance with their respective terms.

3.2. Absence of Default. To each Coastal Party's Knowledge, the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by such Coastal Party will not constitute a violation of, or be in conflict with, and will not, with or without the giving of notice or the passage of time, or both, result in a breach of, constitute a default under or create (or cause the acceleration of the maturity of) any debt, indenture, obligation or liability for which it or its assets is bound, or result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of such assets under: (a) any term or provision of the Articles of Incorporation or Bylaws of such Coastal Party (b) any material contract, lease, purchase order, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which such Coastal Party is a party or by which such Coastal Party is bound; (c) any judgment, decree, order, regulation or rule of any court or regulatory authority; or (d) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which such Coastal Party is subject.

3.3. Brokers. Other than Heritage Capital Group, no Coastal Party has used or retained any broker or finder in connection with the transactions contemplated hereby nor is any broker, finder or investment banker entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Plan of Merger based upon any agreements or other arrangements made by or on behalf of such Coastal Party. Any fees and commissions due to Heritage Capital Group as a result of the transactions contemplated by this Plan of Merger shall be paid by Coastal without contribution from TBA or OneBlood.

3.4. Financial Statements. Included as Schedule 3.4 are true and complete copies of the audited financial statements of the Coastal Parties for the most recent completed fiscal year, including the notes contained therein or annexed thereto (collectively, the "Audited Financials"), which Audited Financials have been reported on, and are accompanied by, the signed, unqualified opinions of James Knutzen & Associates, C.P.A.'s, P.A., independent auditors for the Coastal Parties for such fiscal year. The Coastal Parties have separately provided

OneBlood an unaudited balance sheet as of May 30, 2015 and the related unaudited statements of income and cash flows (collectively the "Recent Financials") for the eight months then ended and for the corresponding period of the prior year (including the notes and schedules contained therein or annexed thereto). The Audited Financials, the Recent Financials and all financial statements provided pursuant to Section 5.5 hereof are referred to herein collectively as the "Financial Statements." The Financial Statements (including all notes and schedules contained therein or annexed thereto) are true, complete and accurate, have been prepared in accordance with GAAP (except, in the case of unaudited statements, for the absence of footnote disclosure), consistently applied and otherwise subject to the accounting methods, standards, policies, practices, estimation methodologies, assumptions and procedures described therein, have been compiled from the books and records of the Coastal Parties, and fairly present (subject to normal and recurring year-end adjustments which shall not be material individually or in the aggregate), the assets, liabilities and financial position, the results of operations and cash flows of the Coastal Parties as of the dates and for the years and periods indicated.

3.5. No Undisclosed Liabilities. No Coastal Party has any material liabilities or material obligations of a nature required by GAAP to be reflected on a balance sheet or disclosed in the footnotes to a balance sheet except for (i) liabilities and obligations fully reflected in, fully reserved against or fully disclosed in the Financial Statements, (ii) liabilities and obligations which have arisen after the date of the Recent Financials in the Ordinary Course of Business, and (iii) liabilities and obligations incurred in connection with this Plan of Merger and the transactions contemplated hereby.

3.6. Certain Events. Except as set forth in the Financial Statements or as set forth on Schedule 3.6, since the date thereof, no Coastal Party has:

(a) liquidated, sold, leased, transferred, assigned or disposed of or agreed to sell, lease, transfer, assign or dispose of any material assets, tangible or intangible, with a book value in excess of Twenty Five Thousand U.S. Dollars ($25,000), other than in the Ordinary Course of Business;

(b) entered into any agreement, contract, lease, or license (or series of directly related agreements, contracts, leases or licenses with the same third parties) involving more than Twenty Five Thousand U.S. Dollars ($25,000) per annum, nor materially modified the terms of any such existing contract or agreement, other than customer contracts or outsourcing agreements entered into or modified in the Ordinary Course of Business;

(c) made or committed to make any capital expenditures in an amount in excess of Twenty Five Thousand U.S. Dollars ($25,000) individually or in the aggregate;

(d) created or imposed any Lien upon any of its assets or properties, tangible or intangible, other than Permitted Liens;

(e) made any equity or debt investment in, or any loan to, any other Person or Persons in an amount, individually or in the aggregate, in excess of Twenty Five Thousand U.S. Dollars ($25,000);

(f) created, incurred, issued any debt securities, endorsed, assumed, guaranteed or entered into any arrangement providing for more than Twenty Five Thousand U.S. Dollars ($25,000) in aggregate indebtedness for borrowed money and capitalized lease obligations;

(g) granted any license or sublicense of any material rights under or allowed to lapse, sold, transferred or otherwise disposed of, or otherwise experienced any adverse effect with respect to, any material Proprietary Rights;

(h) except as provided in this Plan of Merger, made or authorized any change in the charter, bylaws or any other organizational or governing documents of such Party;

(i) issued or authorized any memberships, membership interests capital stock or otherwise admitted any equity members;

(j) suffered or incurred any material damage to, or destruction or loss of, any of such Party's material assets or material properties, which material damage, destruction or loss is not fully covered by insurance (less any applicable deductible);

(k) acquired (by merger, consolidation or other combination, or acquisition of stock or assets) any corporation, partnership or other business organization, or any division thereof;

(l) made any change in any respect in such Party's accounting principles, policies, methods or procedures, other than as required by GAAP;

(m) had a Material Adverse Effect;

(n) (A) entered into any employment, deferred compensation severance or similar agreement or arrangement, except (1) any employment agreement or arrangement (x) providing for compensation of less than One Hundred Thousand U.S. Dollars ($100,000) per annum, (y) terminable upon not more than six months' notice without cost of more than Twenty Five Thousand U.S. Dollars ($25,000) to such Party and (z) entered into in the Ordinary Course of Business, or (2) any at-will employment agreement arrangement or relationship, (B) increased the compensation payable, or to become payable, by such Party to any employee, or any director or officer of such Party, (C) paid or made provision for the payment of any bonus, profit sharing, deferred compensation, pension or retirement pay to any employee of such Party, or any director or officer of such Party, or (D) provided for, for the first time, or increased the coverage or benefits available under, any severance pay, termination pay, vacation pay, company awards, salary continuation or disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with any employee or former employee of such Party or any director or officer of such Party, other than, in the case of clauses (B), (C) and (D) normal increases or payments in the Ordinary Course of Business that are not material, individually or in the aggregate, and that do not result in any material increase in the cost of any of such plans; or

(o) entered into any agreement, other than this Plan of Merger, to take any action specified by this Section 3.6.

3.7. Legal Compliance. Each Coastal Party has materially complied and is currently in material compliance with all applicable Laws, and no action, suit, grievance, proceeding, hearing, charge, complaint, claim, demand, or notice has been filed, commenced or, to the Knowledge of the Coastal Parties, threatened against any of them alleging any failure so to comply.

3.8. Tax Matters.

(a) *Tax-Exempt Status.* Each Coastal Party (i) is now, and at all times since the date of its initial organization has been, organized and operated exclusively for tax-exempt purposes within the meaning of Code Section 501(c)(3); (ii) obtained IRS recognition of such tax-exempt status in the form of an IRS determination letter confirming such status, for the period beginning as of the date of its initial organization; and (iii) is not now and has never been a private foundation within the meaning of Code Section 509(a). Each Coastal Party's character, organizational purposes, activities and methods of operation continue to be substantially as described in the organization's application for recognition of tax-exempt status under Code Section 501(c)(3).

(b) *Provision For Taxes.* The provision made for Taxes in the Recent Financial Statements is sufficient for the payment of all Taxes at the date of the Recent Financial Statements, and for all periods prior thereto. Since the date of the Recent Financial Statements, no Coastal Party has incurred any Taxes other than Taxes incurred in the Ordinary Course of Business consistent in type and amount with the past practices of such Coastal Party.

(c) *Tax Returns Filed.* All Tax Returns required to be filed by or with respect to each Coastal Party for Pre-Closing Periods have been or will have been accurately prepared in all material respects, and have been or will have been duly and timely filed. Such Tax Returns are or will be complete, correct and accurate in all material respects and all Taxes (including Taxes withheld from employees' salaries and all other withholding Taxes and obligations and all deposits required to be made by or with respect to the Party with respect to such withholding Taxes or otherwise), interest, penalties, assessments and/or deficiencies due prior to the Closing Date with respect to any Pre-Closing Period of the Party have been or will have been timely paid, or to the extent not due and payable as of the Closing Date, adequate provision for the payment thereof has been or will be made on the financial statements or the books of account of such Party in conformance with GAAP consistently applied, and no Coastal Party has any liability for Taxes in excess of the amount so paid or reserves so established.

(d) *Tax Audits.* No claim has ever been made by an authority in a jurisdiction in which the Coastal Parties do not file Tax Returns that it is or may be subject to taxation by that jurisdiction or authority. With respect to each Pre-Closing Period applicable to each Coastal Party, such taxable period either (i) has been audited by the Internal Revenue Service or other taxing authority, and such audit has been completed without the issuance of any notice of deficiency or similar notice of additional liability, (ii) has not been audited or investigated by the Internal Revenue Service or other taxing authority, no audit is pending with respect to such period and no issue has been raised by the Internal Revenue Service or other taxing authority with respect to such period that if determined adversely should result in the assertion of any deficiency for Taxes, or (iii) the time for assessing or collecting income tax with

respect to each such taxable period has closed and such taxable period is not subject to review by the Internal Revenue Service or such other taxing authority. No Coastal Party has been granted or requested a grant of waivers of any statutes of limitations applicable to any claim for Taxes.

(e) *Unrelated Trade or Business Activities.* TBA is not engaged, or has never been engaged, in any activity constituting an unrelated trade or business as defined in Code Section 513.

(f) *Excise Taxes.* No Coastal Party has ever been, nor is now, liable for or subject to any Taxes under Code Sections 4911, 4912, 4955, and/or 4958, or any similar or comparable provision under the Laws of any Authority.

(g) *State Registrations.* Each Coastal Party is duly registered with appropriate state charity agencies to the extent required under applicable Law.

(h) *Other.* No Coastal Party has (i) filed any consent or agreement under Section 341(f) of the Code, (ii) applied for any Tax ruling (other than its Form 1023), or (iii) entered into a closing agreement with any taxing authority.

(i) *Tax Liens.* There are no material Liens for Taxes, except for Permitted Liens, on any assets of TBA.

(j) *Absence of Certain Relationships.* No Coastal Party has been a member of an Affiliated Group or filed or been included in a combined, consolidated or unitary Tax Return other than an Affiliated Group or with respect to such a Tax Return of which the applicable Costal Party was the common parent. No Coastal Party is a party to any Tax sharing agreement other than any such agreement between such Costal Party and one or more of its Subsidiaries.

3.9. Real Property.

(a) TBA does not own, and at no time has owned, any real property. Schedule 3.9(a) lists all real property that either Coastal or First Coast owns ("Owned Property").

(b) Schedule 3.9(b) lists all real property leased or subleased from or to TBA, the name of the third party lessor or lessee and the date of the lease and all amendments thereto (the "Leased Property"), including without limitation any Owned Property intended to be leased to OneBlood following Closing pursuant to the Owned Property Leases (as herein defined). The Coastal Parties have delivered to the OneBlood correct and complete copies of the leases and subleases and all amendments thereto set forth in such schedule, excluding the Owned Property Leases (collectively, the "Property Leases"). Each Property Lease: (i) is legal, valid, binding, enforceable against TBA, and, to the Knowledge of the Coastal Parties, the other parties thereto, and is in full force and effect in all material respects; (ii) TBA is not in material breach or default thereunder, and, to the Knowledge of the Coastal Parties, no other party to any such agreement is in material breach or default thereunder and no event has occurred which with notice or lapse of time would reasonably be expected to constitute a material breach or default, or permit termination, modification, or acceleration, under the agreement; (iii) TBA has not repudiated any material provision of the agreement, and has not received written notice of any

repudiation of any material provision of the agreement by any other party to such agreement; (iv) TBA has performed, in all material respects, all requirements to be performed by it under each Property Lease; (v) TBA has not received any written notice that it has violated, defaulted or breached under any Property Lease and has not provided any other party with notice of any alleged violation, default, or breach by such other party under any such agreement; and (vi) TBA has not received any notice that any other party intends to terminate any such Property Agreement. Except as described in Schedule 3.9(b), TBA is not required to obtain any authorization, waiver, license, consent, or approval of, or make any declaration, filing or registration with, any other party to any such Property Lease in connection with the execution, delivery and performance of this Plan of Merger and the consummation of the transactions contemplated hereby.

3.10. Intellectual Property.

(a) Schedule 3.10(a) lists all material Proprietary Rights in which each Coastal Party claims an ownership interest (collectively, "Party Owned IP"), including (i) for each U.S. and foreign patent and patent application as applicable, the number, normal expiration date, title and priority information for each country in which such patent has been issued, or the application number, date of filing, title and priority information for each country; (ii) for each U.S. and foreign trademark, trade name or service mark, whether or not registered, the date first used, the application serial number or registration number, the class of goods covered, the nature of the goods or services, the countries in which the names or mark is used and the expiration date for each country in which a trademark has been registered; (iii) for each U.S. and foreign copyright for which registration has been sought, whether or not registered, the date of creation and first publication of the work, the number and date of registration for each country in which a copyright application has been registered; (iv) for each mask work, whether or not registered, the date of first commercial exploitation and if registered, the registration number and date of registration; (v) all domain name registrations; and (vi) all other applications, registrations, filings and other formal actions made or taken pursuant to federal, state and foreign laws by the Party to secure, perfect or protect its interest in any Party Owned IP. True and correct copies of all registrations, issued patents, pending applications, file histories, invention disclosures, prototypes, drawings and other documentation and tangible embodiments of works of authorship pertaining to or embodying the foregoing have been delivered to OneBlood.

(b) Each Coastal Party owns all right, title and interest in and to all Party Owned IP, including without limitation the right to sue and recover for infringement or misappropriation thereof.

(c) The Party Owned IP and all material Proprietary Rights with respect to which each Coastal Party has been granted or has otherwise obtained any license rights that will be transferred to TBA prior to the Closing (the Party Owned IP and all such Proprietary Rights collectively, the "Party Proprietary Rights"), in the aggregate, comprise all material Proprietary Rights that are necessary or reasonably required for the conduct of the business of the Coastal Parties as presently conducted or as the Coastal Parties intend to conduct their business prior to the Closing Date.

(d) Neither the manufacture, marketing, license, sale, furnishing or intended use of any product or service currently licensed, utilized, sold, provided or furnished by the Party infringes or misappropriates any Proprietary Rights of any other party. No Party Owned IP, nor the use thereof, infringes or misappropriates any Proprietary Rights of any other party, except to the extent such infringement or misappropriation would not have a Material Adverse Effect. There is no pending or, to the Knowledge of the Coastal Parties, threatened claim or litigation contesting the validity, ownership or right of any Costal Party to use, possess, sell, market, advertise, license or dispose of any Party Proprietary Rights to the extent such use, possession, sale, marketing, advertising, licensing or disposal is in conformance with the applicable agreements conferring such license rights on the Party, nor, to the Knowledge of the Coastal Parties, is there any valid basis for any such claim.

(e) To the Knowledge of the Coastal Parties, no employee, consultant or independent contractor of any Costal Party has developed any Proprietary Right, or any embodiment thereof, for any Coastal Party that is subject to any agreement under which such Person has assigned or otherwise granted to any third party any rights in or to such Proprietary Right or embodiment.

(f) To the Knowledge of the Coastal Parties, all officers, employees and consultants of each Coastal Party having access to material confidential information of such Coastal Party or their customers or business partners, have executed and delivered to such Coastal Party an agreement regarding the protection of such confidential information, except where the failure of such Persons to execute and deliver such an agreement would not have a Material Adverse Effect. To the Knowledge of the Coastal Parties, no current or former employee, officer, director, consultant or independent contractor of any Coastal Party has any right, license or property or ownership interest in or with respect to any Party Proprietary Rights.

(g) There is no material unauthorized use, disclosure, infringement or misappropriation of any Party Proprietary Rights by any third party, including any employee or former employee of any Coastal Party. No Coastal Party has agreed to indemnify any Person for any infringement of any Proprietary Right of any third party in connection with any service that has been provided by any Coastal Party, except as provided in customer agreements entered into in the Ordinary Course of Business.

3.11. Condition of Tangible Assets. The Tangible Assets, including without limitation those items listed in Schedule 3.11; (i) have been maintained in the Ordinary Course of Business; (ii) except for the Owned Real Property and Excluded Assets, constitute all of the tangible assets that are necessary for the operation of the Business as presently conducted; and (iii) and, taken as a whole, are free from material defects and in good operating condition and repair (subject to normal wear and tear), considering their age and operational use.

3.12. Title to Tangible Assets. The applicable Coastal Party has, and prior to Closing TBA shall have, legal and valid title to all of the Tangible Assets, free and clear of all Liens, other than Permitted Liens.

3.13. Contracts. Schedule 3.13 details each written and oral agreement, contract, instrument or other binding commitment or arrangement providing for payments or

other consideration in excess of Twenty Five Thousand U.S. Dollars ($25,000) per annum to which TBA is a party (each a "Material Agreement"), and each agreement, contract or instrument between TBA and any hospital or similar Person for the sale or supply of blood and/or blood products (each a "Hospital Agreement"). Except as disclosed in Schedule 3.13, with respect to each Material Agreement and Hospital Agreement (i) the applicable agreement is legal, valid, binding, enforceable against TBA, and, to the Knowledge of the Coastal Parties, the other parties thereto, and is in full force and effect in all material respects; (ii) TBA is not in material breach or default thereunder, and, to the Knowledge of the Coastal Parties, no other party to any such agreement is in material breach or default thereunder and no event has occurred which with notice or lapse of time would reasonably be expected to constitute a material breach or default, or permit termination, modification, or acceleration, under the agreement; (iii) TBA has not repudiated any material provision of the agreement, and has not received notice of any repudiation of any material provision of the agreement by any other party to such agreement; (iv) TBA has performed, in all material respects, all requirements to be performed by it under each of such agreements; (v) TBA has not received any written notice that it has violated, defaulted or breached under any of such agreements and has not provided any other party with notice of any alleged violation, default, or breach by such other party under any such agreement; and (vi) TBA has not received any notice that any other party intends to terminate, or elect not to renew, any such agreement. Except as detailed in Schedule 3.13, TBA is not required to obtain any authorization, waiver, license, consent, or approval of, or make any declaration, filing or registration with, any other party to any such agreement in connection with the execution, delivery and performance of this Plan of Merger and the consummation of the transactions contemplated hereby. Other than agreements included within the definition of Excluded Assets, no written and oral agreement, contract, instrument or other binding commitment or arrangement between either Coastal and First Coast exists which is material to the operation of the Business.

3.14. Insurance. Schedule 3.14 sets forth all insurance policies maintained by the Coastal Parties. With respect to each such insurance policy: (i) the policy is legal, valid, binding, enforceable, and in full force and effect in all material respects; (ii) the applicable Coastal Party is not in material breach or default thereunder, and, to the Knowledge of the Coastal Parties, no other party to any such agreement is in material breach or default thereunder and no event has occurred that with notice or the lapse of time would reasonably be expected to result in a material breach or default, or permit termination, modification or acceleration, under the policy; (iii) the applicable Coastal Party has not repudiated any material provision thereof; (iv) all premiums due and payable thereon have been paid and such Coastal Party has not received any written notice of cancellation, amendment or dispute as to coverage with respect thereto; and (v) there are no potential claims known by any Coastal Party that have not yet been asserted against any such insurance policy (whether or not the deductible or other co-payments or risk sharing has been reserved therefor).

3.15. Litigation. Schedule 3.15 sets forth each instance in which each Coastal Party or any of its assets or properties or directors or officers in their capacity as such (i) is subject to any outstanding injunction, judgment, order, decree, ruling, settlement, claim or charge or (ii) is a party or, to the Knowledge of the Coastal Parties, is threatened to be made a party to any action, suit, proceeding, or hearing, or investigation of, in, or before any Authority or before any arbitrator. There are no actions, suits, proceedings, hearings or, to the Knowledge of the Coastal Parties, investigations against any Coastal Party pending, or to the Knowledge of the

Coastal Parties, threatened, which seek to question, delay, or prevent the consummation by any Coastal Party of, or would reasonably be expected to impair the ability of any Coastal Party to consummate, the transactions contemplated hereunder.

3.16. Regulatory Matters.

(a) No Coastal Party has been debarred by the FDA under 21 U.S.C. § 335a. No Coastal Party uses or has used the services of any Person who at the time that the services were rendered was debarred by the FDA under 21 U.S.C. § 335a.

(b) No director or officer of any Coastal Party, and, to the Knowledge of the Coastal Parties, no employee of any Coastal Party has ever been convicted of a felony under any Law for conduct relating to the development, testing or approval of any drug product or device, including, without limitation, the preparation or submission of a new drug application, abbreviated new drug application, device 510(k) notification, device premarket approval application, or biologics license application.

(c) No Coastal Party engages in, nor has engaged, in any pre-clinical activities, and no Coastal Party conducts, or has conducted, any material activities that are regulated by FDA's Good Laboratory Practices ("GLPs").

(d) Except as set forth in Schedule 3.16, each Coastal Party has obtained and maintained or caused third party vendors to obtain and maintain any necessary Institutional Review Board ("IRB"), local research ethics committee or other required approvals of clinical trials or modifications thereto, conducted, supervised, or monitored by it, all to the extent required to be obtained or maintained by it by the terms of any of its customer contracts as well as consistent with FDA regulations including 21 CFR Parts 56 and 312.

(e) Except as set forth in Schedule 3.16, (i) in no clinical trial conducted, supervised or monitored by any Coastal Party has, to the Knowledge of the Coastal Parties, IRB or equivalent approval, including from a regulatory authority, to the extent such approval is required to be obtained or maintained by any Coastal Party, ever been suspended or terminated, and (ii) to the Knowledge of the Coastal Parties, in no clinical trial conducted, supervised or monitored by any Coastal Party (not involving specific customer contractual requirement(s) for IRB or equivalent approval as set forth in (i) above), has IRB or equivalent approval, including from a regulatory authority, ever been suspended or terminated due to the actions or failure to act of any Coastal Party.

(f) Except as set forth in Schedule 3.16, the research, testing, manufacturing, processing, handling, packaging, labeling, storage, advertising, promoting, marketing, sale and distribution of all products manufactured, distributed or sold by each Coastal Party are, and have been, conducted in material compliance with all relevant approvals or clearances, as applicable, and all applicable Laws, including, but not limited to, the Federal Food, Drug, and Cosmetic Act, as amended from time to time, Title 21, and the Code of Federal Regulations, Title 21. Each Coastal Party holds all necessary approvals and clearances necessary to research, test, manufacture, process, package, label, store, advertise, promote, distribute and commercialize the products manufactured, distributed, or sold by such Coastal Party. All

necessary approvals and clearances including government licenses, listing requirements, registrations and authorizations required for the research, manufacturing, testing, processing, advertising, promoting, marketing, sale and distribution of all marketed products are in full force and effect. None of the approvals or clearances have been withdrawn, revoked, suspended or cancelled nor is any such withdrawal, revocation, suspension or cancellation pending or, to the Knowledge of the Coastal Parties, threatened.

(g) Except as set forth in Schedule 3.16, all clinical trials conducted, supervised or monitored by any Coastal Party have been conducted, supervised or monitored by such Coastal Party in material compliance with all applicable Laws, including, but not limited to (A) the requirements of FDA regulations 21 C.F.R. Part 312, 21 C.F.R. Part 50 and Part 56; (B) European Union Council Directive 75/318 on the approximation of the laws of Member States relating to analytical, pharmacotoxicological and clinical standards and protocols in respect of the testing of proprietary medicinal products; including but not limited to the Consolidated Guideline on Good Clinical Practice and in particular paragraph 5.2 of said Guideline pertaining to Contract Research Organizations.

(h) Except as set forth in Schedule 3.16, to the Knowledge of the Coastal Parties, none of the FDA, Drug Enforcement Administration or other Regulatory Authority has issued any warning letter, untitled letter, notice of violation, enforcement proceeding, or other correspondence stating or suggesting that any Coastal Party violated any Laws in any material respect.

(i) Except as set forth in Schedule 3.16, to the Knowledge of the Coastal Parties, during the last four (4) years, neither any Coastal Party nor any of its Subsidiaries has been investigated by the FDA, National Institutes of Health, Drug Enforcement Administration, Department of Justice, or any other healthcare-specific Authority.

3.17. Employees. Except as set forth in Schedule 3.17 and as of the date hereof, no executive employee of TBA has given notice that they plan to terminate employment with TBA. No Coastal Party is a party to or bound by any collective bargaining agreement and no collective bargaining agreement is being negotiated by any Coastal Party, nor is there currently pending or has any Coastal Party experienced any strike or claim of unfair labor practices, lockout, organized work stoppage, material grievance, or other collective bargaining dispute or any attempt to organize the employees of such Coastal Party within the past three years. No Coastal Party has committed any material unfair labor practice. To the Knowledge of the Coastal Parties, no organizational or decertification effort is presently being made or threatened by, on behalf of or against any labor union with respect to any employee of any Coastal Party. No Coastal Party has engaged in any employee layoff activities that would violate or require notification pursuant to the Worker Adjustment and Retraining Notification Act of 1988, as amended. No Coastal Party has satisfied or will, prior to the Closing, satisfy any notice or bargaining obligation it may have under any Law or collective bargaining agreement to any employee representative with respect to the transactions contemplated by this Plan of Merger. Except as set forth in Schedule 3.17, there are no charges of employment discrimination, sexual harassment or unfair labor practices or strikes, slowdowns, stoppages of work or any other concerted interference with normal operations pending or, to the Knowledge of the Coastal Parties, threatened against or involving any Coastal Party. No Coastal Party is delinquent in

payments to any of its employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed for it or amounts required to be reimbursed to such employees. Each Coastal Party is in material compliance with all applicable Laws respecting labor, employment, fair employment practices, terms and conditions of employment, worker's compensation, plant closings, wages and hours and the terms of each employment agreement.

3.18. Employee Benefits.

(a) Schedule 3.18 lists each employee benefit plan (as defined in section 3(3) of ERISA) and each other retirement, deferred compensation plan, incentive compensation plan, stock plan, retention plan or agreement, unemployment compensation plan, vacation pay, severance pay, bonus or benefit arrangement, insurance or hospitalization program or any other fringe benefit arrangements for any current or former employee, director, consultant or agent, or any dependent or beneficiary thereof, maintained by or contributed to by each Coastal Party or with respect to which any Coastal Party has any liability (each, an "Employee Benefit Plan" and collectively, the "Employee Benefit Plans").

(b) Each Employee Benefit Plan (and each related trust, insurance contract, or fund) complies in form and in operation in all material respects with the applicable requirements of ERISA, the Code, and other applicable Laws, and has been administered in accordance with its terms. Each Party or any party that serves as the plan administrator or plan sponsor for each of the Employee Benefit Plans has complied in all material respects with the applicable requirements of ERISA, the Code, and other applicable Laws.

(c) All required reports and descriptions (including Form 5500 Annual Reports, summary annual reports, and summary plan descriptions) have been filed or distributed appropriately with respect to each Employee Benefit Plan and all the information contained thereon was true, correct, and complete.

(d) Each such Employee Benefit Plan that is an employee pension benefit plan (as defined in Section 3(2) of ERISA) and that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS or is a prototype plan subject to a favorable opinion letter that may be relied on, and, to the Knowledge of the Coastal Parties, no fact or event has occurred since the date of such determination letter that would adversely affect the qualified status of any Employee Benefit Plan. With respect to any such Employee Benefit Plan, all discretionary and required interim plan amendments have been timely adopted and any pending determination letter application was timely filed within the remedial amendment period applicable to such plan.

(e) With respect to each Employee Benefit Plan, to the extent applicable, each Coastal Party has delivered to OneBlood correct and complete copies of the plan documents and summary plan descriptions, the most recent determination letter received from the IRS, the most recent Form 5500 Annual Report, and all related trust agreements, insurance contracts, and other funding agreements which implement each Employee Benefit Plan.

(f) There are no material actions, suits or claims (other than routine claims for benefits) pending or, to the Knowledge of the Coastal Parties, threatened, involving any Employee Benefit Plan.

(g) None of the Employee Benefit Plans are (i) subject to Title IV of ERISA, (ii) multiemployer plans (as defined in section 3(37) of ERISA), (iii) multiple employer plans (as defined in section 413(c) of the Code), or (iv) multiple employer welfare arrangements (as defined in section 3(40) of ERISA).

(h) Neither any Coastal Party nor any trade or business under common control with any Coastal Party under Section 414 of the Code is or has been obligated to contribute to nor has incurred any liability to any Employee Benefit Plan subject to Title IV of ERISA including any multiemployer plan (within the meaning of Section 3(37) of ERISA),), any multiple employer plan (as defined in section 413(c) of the Code), or any multiple employer welfare arrangement (as defined in section 3(40) of ERISA).

(i) Except as set forth in Schedule 3.18, no Employee Benefit Plan provides life or health benefits to former employees of such Party other than as required by Section 4980B of the Code or similar state law or at the sole expense of the participant or the participant's beneficiary. Each Coastal Party, and each Employee Benefit Plan has complied with the notice and continuation requirements of Section 4980B and Parts 6 and 7 of Subtitle B of Title I of ERISA.

(j) No Coastal Party has not incurred any liability for any penalty or tax under Sections 4971, 4972, 4975, 4976, 4979, or 4980 of the Code or Section 502 of ERISA, or is liable to reimburse or indemnify any third party with respect to any such penalty or tax.

(k) No Coastal Party has made any binding commitment to any current or former employee or director to establish or implement any additional Employee Benefit Plan or to amend or modify, in any material respect, any existing Employee Benefit Plan, other than amendments required by law.

3.19. Environmental Matters. Except as set forth in Schedule 3.19:

(a) each Coastal Party has complied, and is now complying, in all material respects with all applicable Environmental Laws;

(b) no Hazardous Substance is present or has been released at, from, on or under, any Real Property or any property formerly owned, leased, or occupied by any Coastal Party in such amount or condition as would require reporting or remediation under any applicable Environmental Law; and

(c) no claim, lawsuit, governmental order or notice is currently pending or, to the Knowledge of the Coastal Parties, is threatened or being actively investigated regarding any Coastal Party's compliance with any Environmental Law or the handling or release of any Hazardous Substance by any Coastal Party.

3.20. Transaction With Affiliates. Except as set forth in Schedule 3.20, since the date of the Recent Financials, no Coastal Party nor any of its directors, officers or employees nor any of their respective relatives or Affiliates (i) has been or is involved in any material business arrangement or other relationship with any Coastal Party (whether written or oral), (ii) has owned or owns any material property or right, tangible or intangible, that is used by any Coastal Party or (iii) or is a party to any contract, agreement or otherwise has any arrangement with such Party other than those constituting an employee benefit plan disclosed or employee compensation arrangements disclosed on Schedule 3.18.

3.21. Licenses and Permits. Schedule 3.21 lists all material Licenses and Permits held by each Coastal Party. Each Coastal Party has all material Licenses and Permits which are required to carry on its businesses as the business is now conducted. All material Licenses and Permits held by or issued to each Coastal Party are full force and effect and each Coastal Party is in material compliance with all requirements in connection therewith. Except as set forth in Schedule 3.21, there are no pending or, to the Knowledge of the Coastal Parties, threatened proceedings seeking to limit, modify or rescind any material Licenses and Permits and the same will not be subject to suspension modification or revocation or require the consent of or the transfer or reissuance by any Authority as a result of this Plan of Merger or the consummation of the transactions contemplated hereby.

3.22. Information Technology.

(a) The electronic data processing, information, record keeping, communications, telecommunications, hardware, third party software, networks, peripherals, portfolio trading and computer systems, including any outsourced systems and processes, and Party Proprietary Rights which are used by each Coastal Party (collectively, "Technology Systems") are adequate for the operation of their businesses as currently conducted or as currently proposed to be conducted. There has not been any material malfunction with respect to any of the Technology Systems that has not been remedied or replaced in all material respects. No Coastal Party has Knowledge that any of the Technology Systems will fail to receive input of, recognize, store, retrieve, process or generate output of dates and date related data without any error, ambiguity, interruption or malfunction that would materially and adversely affect the operation of the Business.

(b) Technology Systems are either owned by, or licensed or leased to, the Coastal Parties. No action will be necessary as a result of the transaction effected by this Plan of Merger to enable use of the Technology Systems by TBA to continue to the same extent and in the same manner that it has been used prior to the Closing Date except to the extent that the failure to take any such action would not have a Material Adverse Effect. All royalties and other payments due under such licenses or leases have been paid when due and, to the Knowledge of the Coastal Parties, no Coastal Party is in material breach of any obligations owed under such licenses or leases or under its arrangements with third parties for maintenance or support of the Technology Systems.

(c) The Technology Systems (for a period of 18 months prior to the Closing Date) have not suffered any unplanned disruption causing a Material Adverse Effect on the Business. Except for ongoing payments due under relevant third party agreements, the

Technology Systems of TBA are free from any charge, mortgage or security interest, except as may be granted by the applicable license or other agreement authorizing use of the Technology Systems of TBA. Access to business critical parts of the Technology Systems is not shared with any third party (other than through contracts for offsite backup).

(d) No Coastal Party has received notice of and the Coastal Parties are not aware of any material circumstances including, without limitation, the execution of this Plan of Merger, which would enable any third party to terminate TBA's material agreements or arrangements relating to TBA's Technology Systems (including maintenance and support).

(e) Each Coastal Party has, in accordance with commercially reasonable practices, taken measures to protect the internal and external security and integrity of the Technology Systems and the data they contain including, without limitation, procedures preventing unauthorized access, the introduction of a virus and the taking and storing on-site and off-site of back-up copies of critical data.

3.23. Privacy and Security.

(a) Each Coastal Party has materially complied with and is in material compliance with all:

(1) Privacy Laws;

(2) Payment Card Industry (PCI) Data Security Standards, Card Association rules, policies, and regulations (as they may appear on Card Association websites or otherwise published by such Card Associations); and,

(3) Website privacy policies and all other privacy policies maintained or published by each Coastal Party, or otherwise applicable to each Coastal Party.

(b) No Coastal Party has received a notice, claim or demand within the past five (5) years from an Authority asserting or claiming that such Coastal Party has violated or has failed to comply with any Privacy Law.

(c) No Coastal Party has received a notice, claim or demand within the past five (5) years from any Person asserting breach of a Privacy Law or seeking compensation for breach of a Privacy Law, and no Coastal Party has Knowledge of any facts or occurrences which would provide a basis for such a notice, claim or demand.

(d) No Coastal Party has notified and has not been required or obligated to notify any Person within the past five (5) years with respect to a breach of security or unauthorized misappropriation, access or use of any personally identifiable information, personal information or personal data.

3.24. Customers. As of the date of this Plan of Merger, and as of the Closing Date: (i) TBA has not received any written communication from any customer which was one of its ten (10) largest customers (as measured by gross revenue) during the preceding twelve (12) months (each a "Major Customer") of any intention to terminate or materially reduce services or

products from TBA or regarding an intention to terminate, cancel or reduce payment to TBA, and (ii) no Coastal Party has any Knowledge that any such Major Customer has any such intention (including without limitation any Knowledge that any such Major Customer is in negotiations or discussions with a third party to replace or augment the services or products provided to such Major Customer by TBA).

3.25. Receivables and Unbilled Services. The accounts and notes receivable and unbilled services reflected in the Financial Statements, and all accounts receivable and unbilled services arising since the date of the Recent Financials, represent bona fide claims against debtors for services performed or other charges arising on or before the date of recording thereof, and all the goods delivered and services performed which gave rise to said accounts and unbilled services were delivered or performed in accordance with the applicable orders, letters of intent, contracts or customer requirements in all material respects. All such receivables and unbilled services are collectible except to the extent of the reserve for doubtful accounts and unbilled services reflected on the Financial Statements and additions to such reserves as reflected on the applicable Coastal Party's books and records.

3.26. Advanced Billings. The advanced billings set forth in the Financial Statements fairly presents in all material respects as of the date of such Financial Statements both the amounts received by the applicable Coastal Party for services or pass through expenditures not yet performed by such Coastal Party or third party vendors and revenue yet to be recognized.

3.27. No Medicare Billings. No Coastal Party currently maintains any provider number or other entitlement to participate or otherwise bill any Medicare, Medicaid or any other federal or state healthcare program (collectively, "Government Payment Programs") and no Costal Party nor any current or former employees of any Costal Party have been debarred, suspended, declared ineligible or excluded from any Government Payment Programs.

3.28. No Other Agreements. No Coastal Party has any legal obligation, whether absolute or contingent, to any other Person to sell all or substantially all its assets or to effect any merger, consolidation, business combination, recapitalization, liquidation or other reorganization of such Coastal Party or to enter into any agreement with respect thereto.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF ONEBLOOD

OneBlood makes the following representations and warranties to TBA, Coastal and First Coast, which representations and warranties shall be true and correct on the date hereof and at the Effective Time, as if then restated:

4.1. Organization, Qualification and Authority. OneBlood is a not for profit corporation duly organized, validly existing with an active status under the laws of the State of Florida. OneBlood is a tax-exempt organization within the meaning of Section 501(c)(3) of the Code, and its exempt status has not been challenged by the Internal Revenue Services. OneBlood has full right, power and authority (i) to own, lease and operate its assets as presently owned, leased and operated and to carry on its business as it is now being conducted, (ii) to enter

into and perform its obligations under this Plan of Merger without the consent, approval or authorization of, or obligation to notify, any person, entity or governmental agency, and (iii) to execute, deliver and carry out the terms of this Plan of Merger and all documents and agreements necessary to give effect to the provisions of this Plan of Merger and to consummate the transactions contemplated hereby. OneBlood's execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith have been duly authorized by all necessary action by OneBlood, and prior to the Closing all other agreements and documents contemplated hereby will be duly authorized by all necessary action by OneBlood. Except as provided in the prior sentence, no other action on the part of OneBlood is necessary to authorize the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith. This Plan of Merger and all other agreements and documents executed in connection herewith by OneBlood, upon due execution and delivery thereof, shall constitute valid and binding obligations of OneBlood, enforceable against OneBlood in accordance with their respective terms.

4.2. Absence of Default. To the best of OneBlood's Knowledge, the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by OneBlood will not constitute a violation of, or be in conflict with, and will not, with or without the giving of notice or the passage of time, or both, result in a breach of, constitute a default under or create (or cause the acceleration of the maturity of) any debt, indenture, obligation or liability for which it or its assets is bound, or result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of such assets under: (a) any term or provision of the Articles of Incorporation or Bylaws of OneBlood; (b) any material contract, lease, purchase order, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which OneBlood is a party or by which OneBlood is bound; (c) any judgment, decree, order, regulation or rule of any court or regulatory authority; or (d) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which OneBlood is subject.

4.3. Tax-Exempt Status. OneBlood (i) is now, and at all times since the date of its initial organization has been, organized and operated exclusively for tax-exempt purposes within the meaning of Code Section 501(c)(3); (ii) obtained IRS recognition of such tax-exempt status in the form of an IRS determination letter confirming such status, for the period beginning as of the date of its initial organization; and (iii) is not now and has never been a private foundation within the meaning of Code Section 509(a). OneBlood's character, organizational purposes, activities and methods of operation continue to be substantially as described in the organization's application for recognition of tax-exempt status under Code Section 501(c)(3). For the avoidance of doubt, this representation does not apply to OneBlood Foundation, Inc., a private foundation established to support OneBlood.

4.4. Brokers. OneBlood has not used or retained any broker or finder in connection with the transactions contemplated hereby nor is any broker, finder or investment banker entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Plan of Merger based upon any agreements or other arrangements made by or on behalf of OneBlood.

ARTICLE V

COVENANTS OF PARTIES PENDING THE EFFECTIVE TIME

5.1. Preservation of Business and Assets. From the date hereof until the Effective Time, each Coastal Party shall use its reasonable commercial efforts and shall do or cause to be done all such acts and things as may be necessary to preserve, protect and maintain intact its assets and operations as a going concern consistent with prior practices and not other than in the Ordinary Course of Business. Each Party shall use reasonable commercial efforts to obtain all approvals, consents and documents called for by this Plan of Merger or otherwise required by Law. From the date hereof until the Effective Time, each Party shall use its reasonable commercial efforts to facilitate the consummation of the transactions contemplated by this Plan of Merger. Other than in the Ordinary Course of Business or as otherwise contemplated by this Plan of Merger, or permitted by applicable Law, no Coastal Party shall sell, discard, dispose of or move any of its assets prior to the Effective Time without the prior written consent of OneBlood.

5.2. Absence of Material Change. From the date hereof through the Effective Time, except as otherwise expressly provided herein, no Coastal Party shall make or authorize any material change in its business and operations, or enter jointly or separately enter into any other significant contract or commitment or any other transaction with respect thereto without the prior written consent of OneBlood, which shall not be unreasonably withheld.

5.3. Access to Books and Records. From the date hereof through the Effective Time, each Coastal Party shall give OneBlood and its counsel, accountants and other representatives reasonable access during normal business hours and upon reasonable notice to the offices, properties, books, contracts, commitments, records and affairs of such Coastal Party and shall furnish a copy of all documents and information concerning its properties and affairs as the other Parties may reasonably request and at all times to the extent permitted by applicable law.

5.4. Preserve Accuracy of Representations and Warranties. The Parties shall refrain from taking any action which would render any of their respective representations and warranties contained herein inaccurate as of the Closing. The Parties will promptly notify each other of any lawsuits, claims, administrative actions, investigations, or other proceedings asserted or commenced against them, their directors, officers (but, in the case of such officers and directors, only to the extent any such lawsuits, claims, administrative actions, investigations, or other proceedings asserted or commenced against such directors and officers (i) relate to the business of the applicable Party, (ii) could reasonably be determined to impugn the public reputation of such Party, or (iii) could result in a Material Adverse Effect on such Party) or Affiliates, or the consummation of the transactions contemplated by this Plan of Merger. The Parties shall promptly notify each other of any facts or circumstances which any Party gains Knowledge of, and which cause, or through the passage of time may cause, any of the representations and warranties to be untrue or misleading at any time from the date hereof to the Closing Date.

5.5. Maintain Books and Accounting Practices. From the date hereof until the Closing Date, each of the Coastal Parties shall maintain, and shall close its books of account in the usual, regular and ordinary manner, on a basis consistent with prior years, and shall make no change in its accounting methods or practices. From the date hereof until the Closing Date, each of the Coastal Parties shall provide to OneBlood, within thirty (30) days of the end of the applicable month or year, unaudited monthly and unaudited year-end financial statements.

5.6. Cooperation; Good Faith Performance. Each Party agrees to cooperate fully with the other Parties to carry out the transactions provided for in this Plan of Merger, will use reasonable commercial efforts to satisfy their respective obligations and conditions to the consummation of the transactions provided for in this Plan of Merger, and shall, in good faith, refrain from intentionally taking any taking any actions that are primarily intended to frustrate or otherwise impede the consummation of this Plan of Merger.

5.7. Confidentiality.

(a) *Confidential Information.* Any and all nonpublic information, documents, and instruments delivered between Parties and any and all nonpublic information, documents, and instruments delivered between Parties, including, without limitation, this Plan of Merger (prior to the Effective Time) and all agreements referenced herein or executed and delivered by the Parties at Closing which the Parties are not required to publicly file to give effect to the Merger, are of a confidential and proprietary nature. The Parties agree that prior to Closing, each will maintain the confidentiality of all such confidential information, documents or instruments delivered to each by the other Parties in connection with the negotiation of, or in compliance with, this Plan of Merger, and only disclose such information, documents, and instruments to their duly authorized officers, directors, representatives and agents, or as otherwise required by applicable Law. The Parties further agree that if the transactions contemplated hereby are not consummated and this Plan of Merger is terminated, each will return all such documents and instruments and all copies thereof in their possession to the providing Party. This Section 5.7(a) shall survive as to all Parties in the event this Plan of Merger is terminated prior to Closing.

(b) *Irreparable Harm.* The Parties recognize that any breach of this Section 5.7 would result in irreparable harm to the other Parties; therefore, the Parties shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of proving actual damages or posting a bond, cash or otherwise, in addition to all of other legal and equitable remedies.

(c) *Existing Agreements.* The Parties agree that the provisions of this Section 5.7 do not modify, amend or abridge the rights and obligations of the Parties (or any of their respective Affiliates, directors, officers, or employees) represented by any separate non-disclosure agreement or similar agreement executed prior to the date hereof and relating to the treatment and protection of the confidential information of any Party.

5.8. Publicity. The Parties agree that no public release or announcement concerning the transactions contemplated hereby shall be issued by any Party without the prior written consent of the other Parties, except (a) on or after the Closing Date, OneBlood shall be

permitted, after consulting with the remaining Coastal Parties, to issue a mutually agreeable public release announcing the Merger, or (b) as required by applicable Law.

ARTICLE VI

CONDITIONS TO PARTIES' OBLIGATIONS

Each of the Parties' obligations to effect the transactions contemplated hereby shall be subject to the fulfillment, or express written waiver by such Party, as of the Closing Date of each of the following conditions:

6.1. Representations; Warranties; Covenants. Each of the other Parties' representations and warranties contained in this Plan of Merger shall be true in all material respects when made, and on and as of the Closing Date; each other Party shall have complied with, carried out and performed all covenants and agreements required to be complied with, carried out and performed by them under this Plan of Merger; and each Party shall have delivered to the other Parties a Certificate executed by an executive officer of such Party confirming the foregoing.

6.2. No Material Adverse Effect. Except as otherwise expressly provided herein, there shall have been no Material Adverse Effect in the results of operation, financial condition or business of any other Party, and no other Party shall have suffered any material change, loss or damage to its facilities or assets, whether or not covered by insurance.

6.3. Corporate Approvals. All required corporate approvals of each of the Parties to this Plan of Merger and the transactions provided for herein shall have been secured.

6.4. Absence of Actions or Proceedings. No suit, proceeding or other action before any court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions provided for herein, and no Authority shall have taken any other action or made any request of any Party as a result of which any other Party reasonably and in good faith deems it to be inadvisable to proceed with the transactions provided for herein. Each Party shall have the opportunity to review any deficiency of any other Party identified by any governmental or similar regulatory agency or body and shall be satisfied with such other Party's plan to address any such deficiency and the progress made by such Party toward the implementation of such plan.

6.5. Certificate of Secretaries. The Parties shall have exchanged certificates from their respective corporate secretaries certifying copies of resolutions adopted by the respective board of directors of the Parties authorizing the consummation of the transactions contemplated by this Plan of Merger and related documents, and certifying as to the incumbency and genuineness of the signature of each officer thereof executing this Plan of Merger and any other documents delivered in connection herewith.

6.6. Certificates of Status. The Parties shall have exchanged copies of Certificates of Status, evidencing their good standing as Florida Corporations Not For Profit, all

certified or issued by the Florida Secretary of State within thirty (30) days preceding the Closing Date.

6.7. HSR Act Waiting Period. If applicable, any and all applicable waiting periods related to the HSR Act shall have expired or terminated.

6.8. No Injunction. No injunction, stay, decree or restraining order of any Authority shall be in effect prohibiting the consummation of the transactions contemplated by this Plan of Merger or that makes the consummation of the transactions contemplated by this Plan of Merger illegal.

6.9. Third Party Consents. Each Party shall have obtained such consents to assignment, waivers and similar instruments as all other Parties reasonably agree are necessary to permit the assignment of all material third party agreements to which such Party is a party, which, by their respective terms, require third party consent to assignment by operation of Law, in form and substance reasonably satisfactory to all other Parties.

6.10. Governmental Approvals. Each Party shall have obtained all authorizations, consents, orders, or approvals of, shall have made all declarations or filings with, and shall have allowed the expiration of waiting periods imposed by, any governmental agencies necessary for the consummation of the transactions contemplated by this Plan of Merger.

6.11. Tangible Assets. All Tangible Assets (other than the Excluded Assets) and Party Owned IP owned by Coastal or First Coast shall have been transferred, free and clear of all Liens and encumbrances, to TBA and evidence of such transfer reasonable acceptable to OneBlood shall have been provided.

6.12. Excluded Assets. All Excluded Assets owned by TBA shall have been transferred to Coastal or First Coast.

6.13. Owned Property Leases. OneBlood and the Coastal Party who owns each parcel of Owned Property shall have entered into a lease agreement (each an "Owned Property Lease") effective as of the Closing Date for OneBlood's lease of the applicable Owned Property from and after the Closing Date in substantially the form attached as Exhibit "D" hereto.

6.14. Coastal Non-Compete. Coastal shall have executed and delivered to OneBlood the Non-Compete Agreement in the form attached as Exhibit "E" hereto (the "Coastal Non-Compete").

6.15. Naming of Coastal Parties. Coastal and First Coast shall each have provided OneBlood with evidence acceptable to OneBlood of the approval of the adoption of new corporate names (through the filing of amended Articles of Incorporation with the State of Florida) eliminating the use of the word "Alliance" and otherwise reasonably acceptable to OneBlood to remove potential confusion as to a continued (e.g., post-Closing) association with the Business. Coastal and First Coast shall each adopt the revised names approved by OneBlood within five (5) business day following the Closing Date.

6.16. The Merger Consideration. At the Closing, OneBlood shall deliver to Coastal the Merger Consideration payable by OneBlood pursuant to Section 2.2.

6.17. The Escrow Agreement and Funding of Escrow. The Escrow Agreement signed by all Parties. At the Closing, OneBlood shall deliver to Escrow Agent the Escrow Amount contemplated by Section 2.2(a).

6.18. Repayment of Indebtedness of the Coastal Parties. The Coastal Parties shall provide OneBlood with evidence acceptable to OneBlood that all indebtedness of the Coastal Parties, including without limitation any indebtedness in the name of or guaranteed by TBA, other than any indebtedness included in the calculation of Net Book Value, has been repaid in full, or will be repaid at and concurrent with Closing.

ARTICLE VII

EFFECTIVE TIME OF THE MERGER

Provided that the Closing occurs pursuant to the terms of the Plan of Merger, (i) the Parties shall execute at the Closing and thereafter promptly file appropriate Articles of Merger, in substantially the same form as attached as Exhibit "B" hereto, and such other or further documents as may be necessary or desirable in connection therewith, with the Florida Department of State, Division of Corporations in accordance with Section 617.1105 Florida Statutes (2015), and (ii) the Merger shall be effective upon the later of filing of the Articles of Merger with the Florida Department of State or 12:01 a.m. on the Closing Date (the "Effective Time").

ARTICLE VIII

TERMINATION & DEFAULT

8.1. No Right of Termination. Except as otherwise expressly provided herein, no Party shall have a right to terminate this Plan of Merger except in the event that the conditions to Closing contained herein have not been satisfied or expressly waived in writing on or prior to the Closing Date (as such Closing Date may be extended from time to time by the Parties in accordance with the terms of this Plan of Merger).

8.2. Failure to Close and Obligations Upon Default.

(a) In the event any Party (or either Party comprising a single Party for the purposes of this Section 8.2 pursuant to Section 8.2(c) below) purports to terminate this Plan of Merger or otherwise refuses to close the Merger transaction when required pursuant to this Plan of Merger, such Party shall pay the other Parties (the "Non-Defaulting Parties") an aggregate amount equal to One Hundred Fifty Thousand U.S. Dollars ($150,000) as liquidated damages (the "Liquidated Damages Amount").

(b) Notwithstanding any provision of this Plan of Merger to the contrary, for the purposes of this Section 8.2, the Coastal Parties shall be considered a single Party and shall be jointly and severally liable for any amounts owed under this Section 8.2. By way of example, in the event TBA refuses to close the Merger transaction as required pursuant to this Plan of Merger, Coastal and First Coast shall, together with TBA, collectively be required to pay OneBlood an aggregate amount equal to Liquidated Damages Amount pursuant to Section 8.2(a) and shall be jointly and severally liable for the payment of such amount.

8.3. Effect of Termination. In the event of termination of this Plan of Merger other than as permitted by Section 8.1, all rights, obligations and remedies of the Parties under this Plan of Merger will terminate, except that the rights, obligations and remedies of the Parties in Section 8.2, Section 5.7, Section 5.8 and Article X will survive.

ARTICLE IX

INDEMNIFICATION

9.1. Survival of Provisions. The representations and warranties of the Parties contained in this Plan of Merger shall survive the Closing for a period of twelve (12) months after the Closing Date; provided, however, that:

(a) the representations and warranties of the Coastal Parties contained in Section 3.1, Section 3.2, and Section 3.12 shall survive the Closing for a period of thirty-six (36) months after the Closing Date;

(b) the representations and warranties of OneBlood contained in Section 4.1 and Section 4.2 shall survive the Closing for a period of thirty-six (36) months after the Closing Date; and

(c) the representations and warranties of the Coastal Parties set forth in Section 3.8 and Section 3.18 shall survive the Closing Date until sixty (60) days following the expiration of the statute of limitations, periods of prescription, or similar statutory limitations upon the enforcement of the applicable Laws or Orders if any, applicable to the matters set forth therein.

The representations and warranties set forth in (a), (b), and (c) this Section 9.1 are referred to herein as the "Fundamental Representations." The covenants and other agreements of the parties contained in this Plan of Merger shall survive the Closing Date until they are otherwise terminated, whether by their terms or as a matter of Law.

9.2. Indemnification by Coastal and First Coast. Subject to the terms and conditions of this Article IX, Coastal and First Coast, jointly and severally, hereby agree to indemnify, defend and hold harmless OneBlood, its Affiliates and their respective directors, officers, and employees (hereinafter the "OneBlood Indemnity Parties") from and against all Claims asserted against, resulting to, imposed upon, or incurred by any OneBlood Indemnity Party directly or indirectly, by reason of, arising out of or resulting from:

(a) The inaccuracy or breach of any representation or warranty of any Coastal Party or the Coastal Parties contained in or made pursuant to this Plan of Merger,

(b) The failure of Coastal or First Coast to perform or observe any covenant, agreement or condition to be performed or observed by Coastal or First Coast pursuant to this Plan of Merger;

(c) Any Claims relating to any Excluded Assets or any Excluded Liabilities; and

(d) Any Claims for: (i) all Taxes (or the non-payment thereof) of TBA attributable to the Pre-Closing Period (ii) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which TBA (or any predecessor) is or was a member on or prior to the Closing Date, and (iii) any and all Taxes of any Person imposed on TBA as a transferee or successor, by contract or pursuant to any Law rule, or regulation, which Taxes relate to an event or transaction occurring before the Closing, provided, however, that Coastal and First Coast shall be liable only to the extent that such Taxes exceed the amount, if any, reserved for such Taxes (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) on the face of the Final Closing Date Balance Sheet (rather than any notes thereto) and taken into account in determining the adjustment pursuant to Section 2.3.

As used in this Article IX, the term "Claim" shall include (i) all debts, liabilities and obligations; (ii) all losses, damages, judgments, awards, settlements, costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated matter), penalties, court costs and attorneys fees and expenses) collectively, "Damages"); and (iii) all demands, claims, suits, actions, costs of investigation, causes of action, proceedings and assessments, whether or not ultimately determined to be valid.

9.3. Indemnification by OneBlood. Subject to the terms and conditions of this this Article IX, OneBlood hereby agrees to indemnify, defend and hold harmless Coastal and First Coast, and their respective Affiliates, directors, officers, and employees (hereinafter the "Coastal Indemnity Parties") from and against all Claims asserted against, resulting to, imposed upon or incurred by any such Coastal Indemnity Party, directly or indirectly, by reason of or resulting from:

(a) The inaccuracy or breach of any representation or warranty of OneBlood contained in or made pursuant to this Plan of Merger;

(b) The failure of OneBlood to perform or observe any covenant, agreement or condition to be performed or observed by OneBlood pursuant to this Plan of Merger; and

(c) The operation of the business and assets of TBA following the Closing.

9.4. Indemnification of Third-Party Claims. The obligations and liabilities of any party to indemnify any other under this Article IX with respect to Claims relating to third parties (each a "Third Party Claim") shall be subject to the following terms and conditions:

(a) *Notice and Defense.* The party or parties to be indemnified (whether one or more, the "Indemnified Party") will give the party from whom indemnification is sought (the "Indemnifying Party") prompt written notice of any such Claim, and the Indemnifying Party will undertake the defense thereof by representatives chosen by it. Failure to give such notice shall not affect the Indemnifying Party's duty or obligations under this Article IX, except to the extent the Indemnifying Party is prejudiced thereby. So long as the Indemnifying Party is defending any such Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.

(b) *Failure to Defend.* If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to defend such Claim actively and in good faith, the Indemnified Party will (upon further notice) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise, settlement or consent to judgment therein.

(c) *Indemnified Party's Rights.* Anything in this Section 9.4 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all Liability in respect of such Claim.

9.5. Payment. The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Article IX, which payment may be accomplished in whole or in part, at the option of the Indemnified Party, by the Indemnified Party setting off any amount owed to the Indemnifying Party by the Indemnified Party; provided, however, that if the Indemnified Party is OneBlood, the relevant payments shall be made, first, until the expiration of the Escrow Agreement and in accordance with the terms thereof, by the Escrow Agent to OneBlood in cash credited from the Escrow Account (as such term is defined in the Escrow Agreement) in the amount due to OneBlood; and, second, following the expiration of the Escrow Agreement, or if the amount due to OneBlood exceeds in whole or in part the Escrow Amount, by Coastal and First Coast, jointly and severally, to OneBlood in the amount due to OneBlood that cannot be discharged through payment made by the Escrow Agent. To the extent set-off is made by an Indemnified Party, or OneBlood received payment from the Escrow Account, in satisfaction or partial satisfaction of an indemnity obligation under this Article IX that is disputed by the Indemnifying Party, upon a subsequent determination by final judgment not subject to appeal that all or a portion of such indemnity obligation was not owed to the Indemnified Party, the Indemnified Party shall pay the Indemnifying Party the amount which was set off or, to the extent that the term of the obligation to retain funds in escrow pursuant to the Escrow Agreement has not expired, deposit into the Escrow Account the amount that was paid therefrom, and not

owed together with interest from the date of set-off or payment from the Escrow Account until the date of such payment at an annual rate equal to the prime lending rate then being published by money center banks. Upon judgment, determination, settlement or compromise of any Third Party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto unless, in the case of a judgment, an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon the payment in full by the Indemnifying Party of such amounts, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party who made such Third Party Claim.

9.6. Limitations on Indemnification.

(a) The maximum amount for which Coastal and First Coast, jointly and severally, shall be liable in the aggregate under any theory of recovery (including under this Article IX) shall not exceed ten percent (10%) of the total Merger Consideration, as adjusted in accordance with the terms of this Plan of Merger ("Coastal's Maximum Indemnification Obligation"); provided, however, that Claims by OneBlood (i) for fraudulent or willful breaches; (ii) pursuant to Section 9.2(a) in respect of inaccuracies in or breaches of the Fundamental Representations; and (iii) pursuant to Section 9.2(c) or Section 9.2(d), shall not be subject to Coastal's Maximum Indemnification Obligation.

(b) With respect to any Claims made pursuant to Section 9.2, OneBlood shall not be entitled to indemnification for costs incurred in connection with any Claim under this Article IX unless the aggregate value of all such Claims exceeds one percent (1%) of the total Merger Consideration, as adjusted in accordance with the terms of this Plan of Merger (the "Coastal Deductible"); thereafter, OneBlood shall be entitled to indemnification only for any amounts that exceed the Coastal Deductible.

(c) For the purposes of this Article IX, OneBlood shall be deemed to have waived any breach or inaccuracy of any of the representations and warranties of the Coastal Parties which OneBlood has awareness to its Knowledge at or prior to the Closing; provided, however, that this limitation shall not in any way limit Claims by OneBlood pursuant to this Plan of Merger: (i) for fraud by any Coastal Party; or (ii) pursuant to Section 9.2(a) in respect of inaccuracies in or breaches of the Fundamental Representations.

(d) The obligation of an Indemnifying Party to indemnify any claim under this Article IX shall be reduced by the full amount of any insurance actually collected by the Indemnified Party with respect to such claim or the underlying facts giving rise to such claim; provided, however, that the Indemnified Party shall not be required to wait to collect the insurance proceeds before it can proceed against the Indemnifying Party and, if the Indemnified Party recovers and collects against the Indemnifying Party before receiving such insurance proceeds, it will turn over such insurance proceeds to the Indemnifying Party up to the amount it has so collected from the Indemnifying Party.

(e) The Indemnifying Party shall not be obligated to indemnify the Indemnified Party for any punitive, consequential or special damages incurred by the Indemnified Party; provided that, for the avoidance of doubt, the limitations contained in this Section 9.6(e) shall not apply to any damages that are paid by the Indemnified Party to a third party pursuant to a third party claim.

9.7. Indemnification is the Sole and Exclusive Remedy. Except for cases involving fraud, willful misconduct or intentional misrepresentation and as otherwise provided in this Article IX, following Closing the Parties' sole and exclusive remedy for breach of this Plan of Merger or any claim or cause of action arising out of or relating to this Plan of Merger, the negotiation of this Plan of Merger and the Merger, is limited to the indemnification provisions of this Article IX, as expressly limited herein, and, as applicable, the remedies under the Escrow Agreement. The Parties acknowledge that no claim for fraud, willful misconduct or intentional misrepresentation can be inferred solely from a breach of a representation or warranty. No Party shall have a separate cause of action under contract, tort, statute, theory of "rescission" or otherwise, except for a claim brought under, and expressly subject to the conditions and limitations of, this Article IX or under the Escrow Agreement. For the avoidance of doubt, this Section 9.7 shall not limit the rights and obligations of the respective Parties under the Coastal Non-Compete or with respect to post-Closing determination and reconciliation of the Final Closing Date Balance Sheet and payments related thereto pursuant to Section 2.3 above. This provision has been separately bargained for among the Parties and represents a material inducement to the Parties' willingness to enter into this Plan of Merger.

ARTICLE X
MISCELLANEOUS

10.1. Applicable Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida.

10.2. Counterparts. This Plan of Merger may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which counterparts together shall constitute the same instrument. Delivery of a facsimile of a manually executed counterpart hereof via facsimile transmission or by electronic mail transmission, including but not limited to an Adobe file format document (also known as a PDF file), shall be as effective as delivery of a manually executed counterpart hereof.

10.3. Assignment. This Plan of Merger and the right, title and interest hereunder may not be assigned by any Party hereto.

10.4. Further Assurances. After the Effective Time, each Party shall, upon request of another Party, at any time and from time to time, execute, acknowledge, deliver and perform all such further acts, deeds and instruments of further assurance as may be reasonably deemed necessary or advisable to carry out the provisions and intent of this Plan of Merger, provided, that, if OneBlood shall consider, or be advised that, any further assignments, assurances or any other acts are necessary or desirable to vest, perfect or confirm, of record or otherwise, in OneBlood, title to and possession of any property or right of any of the Coastal Parties acquired by reason of, or as a result of, the Merger (other than Excluded Assets), such

Coastal Party shall be deemed to have granted to OneBlood an irrevocable power of attorney to execute and deliver all such assignments and assurances and to do all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property or rights in OneBlood, and the officers of OneBlood are fully authorized in the name of the applicable Coastal Party to take any and all such actions.

10.5. Binding Effect. The provisions of this Plan of Merger shall extend to, bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding anything stated to the contrary in this Plan of Merger, this Plan of Merger is intended solely for the benefit of the Parties and is not intended to, and shall in no way create enforceable third party beneficiary rights.

10.6. Construction. This Plan of Merger shall be construed without regard to any presumption or rule requiring construction against the Party causing this Plan of Merger to be drafted. All terms and words used in this Plan of Merger, regardless of the number or gender in which they are used, shall be deemed to and shall include any other number or gender as the context may require.

10.7. Entire Plan of Merger; Amendment. This Plan of Merger and any supplemental or amending agreements to be entered into prior to the Closing shall constitute the entire agreement of the Parties and supersede all negotiations, preliminary agreements and prior or contemporaneous discussions and understandings of the Parties in connection with the subject matter hereof. The Parties specifically acknowledge that in entering into and executing this Plan of Merger, the Parties rely solely upon the representations, warranties, covenants and agreements contained herein and no others. No changes in or additions to this Plan of Merger shall be recognized unless and until made in writing and signed by all Parties. Notwithstanding the forgoing, each Party agrees and understands that no provision of this Plan of Merger supersedes or terminates any provision on confidentiality or similar restrictive covenants contained in any prior agreement to which the Parties have entered into.

10.8. Waiver. Any Party may waive the benefit of a term or condition of this Plan of Merger and such waiver shall not be deemed to constitute the waiver of another breach of the same, or any other, term or condition.

10.9. Headings. The headings in this Plan of Merger are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Plan of Merger. Any matter disclosed in any Schedule shall be deemed set forth and disclosed for all purposes of the Schedules to the extent its application to another Schedule is reasonably apparent on its face and without further investigation.

10.10. Notices. All notices, demands and requests required to be given or which may be given shall be in writing and shall be deemed to have been properly given (i) if delivered personally or by electronic mail, on the date of such delivery, (ii) if sent by United States registered or certified mail, return receipt requested, postage prepaid, on the date of delivery as evidenced by such receipt, or (iii) upon delivery by Federal Express or a similar overnight courier service which provides evidence of delivery, on the date of delivery as so evidenced, if addressed as follows:

If to TBA (prior to the Effective Time), Coastal or First Coast:

Attention: Jim Sebesta
7595 Centurion Parkway
Jacksonville, Florida 32256
E-mail: JSebesta@phoenixrealty.com

With a copy (which shall not constitute notice)to:

Fisher, Tousey, Leas & Ball, P.A.
Attention: Hamilton Traylor
501 Riverside Drive, Suite 600
Jacksonville, Florida 32202
E-mail: WHT@fishertousey.com

If to OneBlood:

Attention: John Murphy
8669 Commodity Circle
Orlando, Florida 32819
E-mail: John.Murphy@oneblood.org

With a copy (which shall not constitute notice) to:

Foley & Lardner LLP
Attention: Michael A. Okaty
111 North Orange Avenue, Suite 1800
Orlando, Florida 32801
E-mail: MOkaty@foley.com

10.11. Fees and Expenses. Whether or not the transactions contemplated hereby are consummated and except as otherwise expressly provided herein, the fees and expenses incurred by each Party in connection with the transactions contemplated hereby shall be borne by that Party. For the avoidance of doubt, any fees and expenses incurred by TBA in connection with the transactions contemplated hereby that accrued but are unpaid as of the Effective Time shall be borne by Coastal and First Coast, unless the same are included as accounts payable or other accrued liabilities of TBA in the determination of Net Book Value pursuant to Section 2.3.

10.12. Jurisdiction of Disputes. Venue for any legal action arising out of this Plan of Merger shall be in Duval County, Florida and jurisdiction shall be vested exclusively in the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida (or if the Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting without jury, in said county and having subject matter jurisdiction). The Parties hereby consent to the jurisdiction of such court in any matter so to be submitted to it. The Parties agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement between the Parties irrevocably to waive any objections

to venue or to convenience of forum. Process in any action or proceeding referred to in the first sentence of this Section 10.12 may be served on any party anywhere in the world.

10.13. Severability. If any term or provision of this Plan of Merger or the application thereof to any person or circumstance is held to be invalid or unenforceable for any reason, the remainder of this Plan of Merger, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Plan of Merger will be valid and be enforced to the fullest extent permitted by law, but only to the extent the same continues to reflect fairly the intent and understanding of the Parties expressed by this Plan of Merger taken as a whole. The use of headings does not limit the terms of this Plan of Merger.

10.14. Governing Law. This Plan of Merger shall be construed in accordance with the internal laws of the State of Florida without regard to conflict of laws principles.

10.15. Waiver of Jury Trial. As a material inducement for this Plan of Merger, each Party, by signing this Plan of Merger, knowingly and voluntarily, intentionally, and irrevocably waives all right to a trial by jury of any issues so triable, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise. The Parties agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the Parties irrevocably to waive trial by jury and that any action or proceeding whatsoever between them relating to this Plan of Merger or any transaction contemplated hereby shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury.

10.16. Mutual Drafting. The Parties are sophisticated and have been represented by lawyers who have carefully negotiated the provisions hereof. As a consequence, the Parties do not intend that the presumptions of any laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Plan of Merger and therefore waive their effects.

10.17. Attorney-Client Privilege of Fisher, Tousey, Leas & Ball, P.A..; Waiver of Conflicts. The Parties acknowledge and agree that Fisher, Tousey, Leas & Ball, P.A. (the, "Sellers' Lawyers") have previously represented the Coastal Parties in specific legal matters. The Parties agree that following Closing, the Sellers' Lawyers shall be permitted to represent Coastal or First Coast in any dispute or disagreement (including litigation with OneBlood) arising out of or related to this Plan of Merger, the Merger or any matters relating to or adverse to OneBlood, and OneBlood hereby irrevocably and unconditionally waives the conflict of interest and irrevocably and unconditionally agrees and consents to the Sellers' Lawyers' representation of Coastal and First Coast. The Parties hereby acknowledge and agree and consent to the Sellers' Lawyers' representation of the Coastal Parties in connection with the negotiation of this Plan of Merger and the Merger and the Parties irrevocably and unconditionally waive any and all potential conflicts of interest arising from this representation. In addition, all communications involving attorney-client confidences between the Coastal Parties and its Affiliates, on the one hand, and the Sellers' Lawyers, on the other hand, relating to the negotiation, documentation and consummation of the transactions contemplated by this Plan of Merger shall be deemed to be attorney-client confidences that belong solely to Coastal and its

Affiliates (and not TBA or OneBlood). Accordingly, OneBlood shall not have access to any such communications or to the files of the Sellers' Lawyers relating to such engagement from and after the Effective Time. Without limiting the generality of the foregoing, from and after the Effective Time, (a) Coastal and Its Affiliates (and not OneBlood) shall be the sole holders of the attorney-client privilege with respect to such engagement, and OneBlood shall not be a holder thereof, (b) to the extent that files of the Sellers' Lawyers in respect of such engagement constitute property of the client, only Coastal and its Affiliates (and not OneBlood) shall hold such property rights and (c) the Sellers' Lawyers shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to OneBlood by reason of any attorney-client relationship between the Sellers' Lawyers and the Coastal Parties or otherwise. Notwithstanding the foregoing, OneBlood is not waiving any attorney-client privilege (including relating to the negotiation, documentation and consummation of the transactions contemplated by this Plan of Merger) in connection with any third-party litigation. The Parties acknowledge and agree that, notwithstanding any other provision of this Plan of Merger or the Bylaws, no member, partner, employee or representative of the Sellers' Lawyers may be appointed as a Director of OneBlood or as a member of the regional advisory board contemplated by Section 1.5(b) without the prior written consent of a Supermajority of the OneBlood Board unless Coastal and First Coast have waived this Section 10.17 in its entirety or to an extent acceptable to OneBlood.

ARTICLE XI

DEFINITIONS

Certain Defined Terms. As used herein, in addition to terms otherwise defined herein, the terms below shall have the following meanings:

"Affiliate" means, with respect to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. The term "control" means the possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Affiliated Group" means any affiliated group within the meaning of Section 1504(a) of the Code or any similar group defined under a similar provision of state, local or foreign law.

"Authority" means any federal, state, local or foreign governmental, regulatory or administrative body, agency, department, board, commission or authority, any court or judicial authority, any public, private or industry regulatory authority, whether federal, state, local, foreign or otherwise, or any Person lawfully empowered by any of the foregoing to enforce or seek compliance with any applicable Law.

"Card Associations" shall mean bankcard associations (e.g., MasterCard and Visa) and other non-bankcard or private label associations such as American Express, Discover, JCB, private label, and other credit or debit card associations.

"Environmental Law" means any Law and any orders, consent orders, judgments, notices, Permits or demand letters issued promulgated or entered pursuant thereto, concerning pollution or the protection of human health, safety, the environment or natural resources, including, but not limited to, the federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act, and the Occupational Safety and Health Act, each as amended.

"Excluded Assets" means all Owned Real Property; the minute books and ownership records of Coastal and First Coast; all cash and cash equivalents whether used in the operation of the Business or otherwise invested, and all securities maintained by the Coastal Parties, including without limitation, any investments held by the Coastal Parties for Deferred Compensation Liabilities; any membership or other interest of the Coastal Parties in Blood Centers of America, Inc., including without limitation any agreements between the Coastal Parties and Blood Centers of America, Inc.; and any investment in or other interest of the Coastal Parties in Community Blood Centers' Exchange (BCx).

"Excluded Liabilities" means all obligations, claims, and liabilities of the Business arising prior to the Closing Date, except to the extent reflected in the Final Closing Date Balance Sheet; all secured or other indebtedness or other liabilities related to the Owned Property; any liabilities to any employee of any of the Coastal Parties pursuant to a 457(f) plan or other deferred compensation agreement (the "Deferred Compensation Liabilities"); and any severance payable to any employee of any Coastal Party as a result of the transaction contemplated by this Plan of Merger. For the avoidance of doubt, The Executive 457(b) Retirement Plan of TBA is not an "Excluded Liability" or a "Deferred Compensation Liability" for purposes of this Plan of Merger.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"FDA" means the U.S. Food and Drug Administration.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time.

"Hazardous Substance" means all pollutants, contaminants, chemicals, wastes, and any other carcinogenic, ignitable, corrosive, reactive, toxic or otherwise hazardous substances or materials (whether solids, liquids or gases) subject to regulation, control or remediation under Environmental Laws. By way of example only, the term Hazardous Substances includes petroleum, urea formaldehyde, flammable, explosive and radioactive materials, PCBs, pesticides, herbicides, asbestos, sludge, slag, acids, metals, solvents, medical wastes, and waste waters.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"IRS" means the Internal Revenue Service.

"Knowledge" means any fact or information which is actually known, or would have been known., after reasonable inquiry by the Person to whom such knowledge is ascribed and, with respect to a Person that is not an individual, only the executive officers and directors of such

Person; provided, however, that the term "after reasonable inquiry" shall not require such Person to initiate an inquiry of any third parties or any other Person who is not directly supervised by such Person responsible for such inquiry.

"Law" means any federal, state, local or foreign law, statue, ordinance, decree, requirement, code, order, judgment, rule or regulation, including, but not limited to, the terms of any license or Permit issued by any Authority.

"Lien" means any claim, lien, pledge, option, charge, easement, deed of trust, security interest, mortgage, right-of-way, encroachment, encumbrance, restriction on transfer (such as a right of first refusal or other similar rights but not including any restrictions on transfer arising under federal or state securities laws), defect of title or other similar right of any third party whether voluntarily incurred or arising by operation of law, and includes any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof.

"Material Adverse Effect" means, with respect to any Party, any change, circumstance or effect that, individually or in the aggregate, has, or would reasonably be expected to have, a material adverse effect on the business, assets, operations, properties or condition (financial or otherwise) of the Party taken as a whole or which would reasonably be expected to materially impair or materially delay the ability of the Party to consummate the obligations of such Party contemplated by this Plan of Merger, other than (i) effects resulting from the execution or announcement of this Plan of Merger, or any action or failure to act if such action or failure to act is explicitly required by this Plan of Merger, (ii) changes in general economic, financial, regulatory or market conditions in the United States of America, or (iii) recurring seasonal changes, circumstances or effects.

"Ordinary Course of Business" means the ordinary course of business consistent with past practice.

"Permits" means all licenses, permits, franchises, approvals, authorizations, consents or orders of, or filings with, any Authority.

"Permitted Liens" means: (i) Liens for Taxes not yet due and payable or for Taxes that the taxpayer is contesting in good faith through appropriate proceedings for which adequate reserves are being maintained on the Recent Financials in accordance with GAAP; (ii) mechanics and similar statutory liens incurred in the Ordinary Course of Business, (iii) purchase money Liens and Liens securing rental payments under capital lease arrangements, and (iv) other Liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money, which in the case of any such Liens pursuant to the foregoing clauses (i) through (iv), in each case, do not materially detract, individually or in the aggregate, from the value of, materially interfere with, or otherwise materially affect the present use and enjoyment of the asset or property subject thereto or affected thereby.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other organization, whether or not a legal entity, or any Authority.

"Pre-Closing Period" means any taxable period or partial taxable period ending on or before the Closing Date. For any taxable period of the Party that does not end on the Closing Date, there shall be a deemed short taxable period ending on and including such date and a second deemed short taxable period beginning on and including the day after such date. For purposes of allocating gross income and deductions between deemed short taxable periods, all amounts of income and deduction shall be deemed to have accrued pro rata during the Party's actual taxable year on a consolidated basis, except for items of income or loss arising from an extraordinary event, which shall be reflected in the period in which such event occurred.

"Privacy Laws" shall mean all applicable Laws and any other requirement of an Authority concerning privacy or security of personally identifiable information, personal information or personal data, as such are enacted or in effect on or prior to the date of this Plan of Merger.

"Proprietary Rights" means any or all of the following, and all rights in, arising out of or associated therewith: (i) patents, patent applications, patent disclosure and inventions (whether patentable or unpatentable and whether or not reduced to practice) including all reissues, divisions, renewals, extensions, provisionals, confirmations and confirmations-in-part thereof, (ii) trademarks, service marks, trade dress, trade names, logos, slogans, corporate names and Internet domain names, and registrations and applications for registration thereof, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works, and registrations and applications for registration thereof, (iv) computer software in source and object code and all enhancements, modifications and derivative works thereto, data bases and documentation, and (v) trade secrets and other confidential information (including ideas, formulae and compositions), know-how, processes, techniques, research and development information, drawings, specifications, computer models, pricing and cost information, designs, plans, proposals, data, financial, business and marketing plans and customer and supplier lists and information.

"Subsidiary" or "Subsidiaries" means any Person with respect to which the specified Person (or a Subsidiary thereof) (i) owns a majority of the common stock or other equity ownership of such Person, or (ii) has the power to vote or direct the voting of sufficient securities to elect a majority of the directors or similar governing body of such Person.

"Tangible Assets" means all machinery, equipment, furniture, fixtures, leasehold improvements, inventory, supplies, records, customer lists, and other tangible personal properties and assets used or held for use by the Coastal Parties in the conduct of the Business (for the avoidance of doubt, excluding the Excluded Assets).

"Tax" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs, duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and any amounts payable pursuant to the determination or settlement of an audit.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Plan of Merger to be executed by their respective duly authorized officers as of the date first above written.

THE BLOOD ALLIANCE, INC.,
a Florida not-for-profit corporation

By: Ed Lawson
Name: Ed R. Lawson
Title: President CEO

FIRST COAST BLOOD ALLIANCE, INC.,
a Florida not-for-profit corporation

By: Ed Lawson
Name: Ed R. Lawson
Title: President & CEO

ONEBLOOD, INC., a Florida not-for-profit corporation

By: Donald Dodd
Name: Donald Dodd
Title: President + CEO

COASTAL BLOOD ALLIANCE, INC.,
a Florida not-for-profit corporation

By: Ed Lawson
Name: Ed R. Lawson
Title: President & CEO