

N50067

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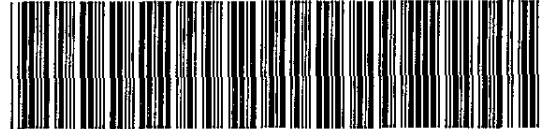
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DIVISION OF CORPORATIONS
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : ~~868845~~ 4612404
AUTHORIZATION : *Patricia Pizute*
COST LIMIT : \$ 78.75

ORDER DATE : August 31, 2004
ORDER TIME : 10:21 AM
ORDER NO. : 868845-005
CUSTOMER NO: 4612404
CUSTOMER: Emil C. Marquardt, Jr., Esq
Macfarlane Ferguson & McMullen
Suite 200
625 Court Street
Clearwater, FL 33756

ARTICLES OF MERGER

MANATEE COMMUNITY BLOOD
CENTER, INC.

INTO

FLORIDA BLOOD SERVICES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
(Not for Profit Corporation)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Florida Blood Services, Inc.	Florida	N50067

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Manatee Community Blood Center, Inc.	Florida	712967

Third: The Plan and Agreement of Merger is attached.

Fourth: The merger shall become effective on September 1, 2004.

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION

SECTION I

The plan of merger was adopted by the members of the surviving corporation on August 18, 2004. The vote of the members was unanimous.

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION

SECTION I

The plan of merger was adopted by the members of the merging corporation on August 4, 2004. The vote of the members was unanimous.

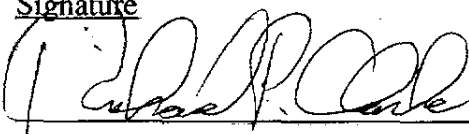
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

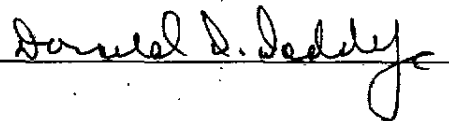
Typed or Printed Name of
Individual and Title

Manatee Community Blood
Center, Inc.



Richard P. Clarke
Chairman

Florida Blood Services, Inc.



Donald D. Doddridge
President, C.E.O.

**PLAN AND AGREEMENT OF MERGER
OF
MANATEE COMMUNITY BLOOD CENTER, INC.
AND
FLORIDA BLOOD SERVICES, INC.**

This Plan and Agreement of Merger (the "Plan of Merger"), dated as of the 26th day of August, 2004 is entered into by and between Manatee Community Blood Center, Inc., a Florida not-for-profit corporation ("Manatee" or "Merging Corporation") and Florida Blood Services, Inc., a Florida not-for-profit corporation ("FBS" or "Surviving Corporation"), with respect to the merger of Manatee with and into FBS. Manatee and FBS are sometimes referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, FBS and Manatee deem it advisable and in their respective best interests to merge Manatee with and into FBS (the "Merger"), pursuant to the applicable provisions of Florida law.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by FBS and Manatee, this Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I

Merger of Manatee with and into FBS

1.1 Merger. Subject to the provisions of this Plan of Merger, at the Effective Time (as hereinafter defined) of the Merger, Manatee shall be merged with and into FBS, and FBS shall be the surviving corporation and shall continue to exist under its current name of Florida Blood Services, Inc. under the applicable provisions of Florida law. The separate corporate existence of Manatee shall cease at the Effective Time of the Merger in accordance with the provisions of Florida law. At the Effective Time of the Merger, the title to all property owned by Merging Corporation shall immediately and automatically, by operation of law, become the property of Surviving Corporation, without reversion or impairment, and all debts, liabilities and obligations of Merging Corporation shall become those of Surviving Corporation and shall not be released or impaired by the Merger. Surviving Corporation shall succeed in all respects to all of the rights and obligations of Merging Corporation. All rights of creditors and other obligees, and all liens on property of Merging Corporation shall be preserved unimpaired.

1.2 Articles of Incorporation and Bylaws. The Articles of Incorporation of Surviving Corporation, attached hereto as Exhibit A and Bylaws of Surviving Corporation attached hereto as Exhibit B, upon the Effective Time of the Merger shall be the Articles of Incorporation and Bylaws of Surviving Corporation, and such Articles of Incorporation and Bylaws shall continue in full force and effect until further altered, amended or repealed in compliance with applicable law.

1.3 Name of Surviving Corporation. At the Effective Time of the Merger and pursuant to this Plan of Merger, the corporate name of Surviving Corporation shall continue to be "Florida Blood Services, Inc."

1.4 Continuation of Business. From and after the Effective Time of the Merger, the business of Merging Corporation shall be conducted by Surviving Corporation. The principal office of Surviving Corporation immediately prior to the Effective Time shall be the principal office of Surviving Corporation from and after that time. The blood services activity carried on in Manatee County prior to the merger will continue to be carried on by the Surviving Corporation. The operations of the Surviving Corporation in Manatee County will be conducted in the name of Manatee Community Blood Center pursuant to a fictitious name filing with the Florida Secretary of State's Office by the Surviving Corporation. The operations of the Surviving Corporation in the Lakewood Ranch area of Manatee County will be conducted in the name of Lakewood Ranch Blood Center pursuant to a fictitious name filing with the Florida Secretary of State's Office by the Surviving Corporation.

1.5 Taking of Necessary Action. Prior to the Effective Time of the Merger, Merging Corporation and Surviving Corporation, 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 State of Florida and filing or causing to be filed and/or recorded any document or documents prescribed by the laws of the State of Florida. If at any time or times after the Effective Time of the Merger any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest Surviving Corporation with full title to all properties, assets, rights and approvals of Merging Corporation, the officers and directors of Surviving Corporation shall take all such necessary action.

1.6 Directors, Officers and Community Advisory Board.

- (a) Directors. All persons who, as of the date of the Plan of Merger, are directors of FBS shall continue to serve as directors of the Surviving Corporation. Six persons who serve as directors of the Merging Corporation, and who are designated by the Merging Corporation, shall serve as directors of the Surviving Corporation. One of the six directors designated by the Merging Corporation shall be from Lakewood Ranch. Two of the six directors from the Merging Corporation shall have a term of three years; two of said directors will have a term of two years; and two of said directors will have a term of one year. For a six-year period beginning with the date of the merger, replacements for expiring terms of the original six directors from the Merging Corporation shall come from persons designated by the Community Advisory Board referred to in Section 1.6(c). When the term of a director from Manatee County expires during the six-year period, the Community

Advisory Board will be asked to provide a person from Manatee County to serve as a director of the Surviving Corporation for the expiring term. If the Community Advisory Board does not supply the Surviving Corporation with the name of a person from Manatee County to serve as director within thirty (30) days of the Surviving Corporation's written request, the Surviving Corporation may replace the Manatee County director with anyone of its choice without regard to whether the person lives in Manatee County. Attached as Exhibit C is a list of the persons who will serve as directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified, or until their tenure otherwise terminates in accordance with the Bylaws of the Surviving Corporation. One person from the board of directors of the Merging Corporation shall be added to the Surviving Corporation's Executive Committee. During the six-year period referred to above, there shall be one person selected by the Community Advisory Committee who will be on the Surviving Corporation's Executive Committee. Attached as Exhibit D is a list of the persons who will be on the Surviving Corporation's Executive Committee as of the date of the merger.

- (b) All persons who, as of the date of this Plan of Merger, are officers of Surviving Corporation shall remain as officers of Surviving Corporation until their successors have been duly elected or appointed and qualified or their tenure is otherwise terminated in accordance with the Bylaws of Surviving Corporation. The officers of the Surviving Corporation are listed on Exhibit E.
- (c) The Surviving Corporation will have a Community Advisory Board consisting of residents of Manatee County, Florida to provide input to the Surviving Corporation's board of directors concerning staff, advertising and fund raising for the Surviving Corporation's facilities in Manatee County. The initial members of the Community Advisory Board are listed on Exhibit F.

1.7 Authorization. The officers of Merging Corporation and Surviving Corporation, respectively, have been authorized to execute Articles of Merger on behalf of said corporations, respectively, in conformity with the provisions of Florida law; and the officers of Merging Corporation and the officers of Surviving Corporation 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.

1.8 Closing. The Closing contemplated by this Plan of Merger ("Closing") will be held at such time and on such date as shall be determined by the Parties (the "Closing Date"), at the offices of FBS, unless another place or time is agreed to by the Parties. In no event shall the Closing Date be later than December 31, 2004.

1.9 Closing Deliverables. On the Closing Date:

- (a) Each of the Parties shall have received all consents and approvals necessary to consummate the Merger on the Closing Date and shall have delivered evidence of the same to the other Party.
- (b) The certificates referenced in Sections 6.1, 6.6 and 6.7 shall have been delivered by each Party to the other Party
- (c) Articles of Merger evidencing the Merger shall be executed and delivered by each Party, substantially in the form attached hereto as Exhibit G, which form is acceptable for filing with the Florida Department of State.
- (d) All other documents necessary to consummate the Merger shall have been delivered and be in full force and effect.

ARTICLE II

**Representations and Warranties
of Manatee**

Manatee hereby represents and warrants to FBS, which representations and warranties shall be true and correct on the date hereof, and on the Closing Date, as if then restated, as follows:

2.1 Organization, Qualification and Authority. Manatee is a not-for-profit corporation duly organized, validly existing with an active status under the laws of the State of Florida. Manatee is a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, and its exempt status has not been challenged by the Internal Revenue Services. The nature of Manatee's business does not require it to be licensed or qualified to do business as a foreign corporation in any jurisdiction. Manatee 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 on the part of Manatee. The execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by Manatee have been duly authorized by all necessary action on the part of Manatee. No other action on the part of Manatee 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. This Plan of Merger and all other agreements and documents executed in connection herewith by Manatee, upon due execution and delivery thereof, shall constitute valid and binding obligations of Manatee, enforceable against Manatee in accordance with their respective terms.

2.2 Absence of Default. To the best knowledge of Manatee, the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by Manatee 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 Manatee 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 Manatee assets under: (a) any term or provision of the Articles of Incorporation or Bylaws of Manatee; (b) any material contract, lease, purchase order, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which Manatee is a party or by which Manatee 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 Manatee is subject.

2.3 Litigation. To the best knowledge of Manatee, Manatee has not received notice of any violation of any law, rule, regulation, ordinance or order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality. To the best knowledge of Manatee, except as set forth on Exhibit H, there are no lawsuits, proceedings, actions, arbitrations, governmental investigations, claims, inquiries or proceedings pending or threatened involving or related to Manatee, its officers, directors, employees, or agents.

2.4 Compliance with Laws. To the best knowledge of Manatee, Manatee has complied with all material existing laws, rules, regulations, ordinances, orders, judgments and decrees applicable to its business or assets in all ways other than exceptions which in the aggregate have and will have only an immaterial impact on the business and its operations and prospects.

2.5 No Survival of Representations and Warranties. The representations and warranties of Manatee do not survive closing.

ARTICLE III

Representation and Warranties of FBS

FBS represents and warrants to Manatee, which representations and warranties shall be true and correct on the date hereof, and on the Closing Date, as if then restated, as follows:

3.1 Organization, Qualification and Authority. FBS is a not-for-profit corporation duly organized, validly existing with an active status under the laws of the State of Florida. FBS is a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, and its exempt status has not been challenged by the Internal Revenue Service. The nature of FBS's business does not require it to be licensed or qualified to do business as a foreign corporation in any jurisdiction. FBS has the full right, power and authority (i) to own, lease and operate its properties 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 on the part of FBS. The execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by FBS have been duly authorized by all necessary action on the part of FBS. Subject to third party consents and approvals referenced in this Plan of Merger, no other action on the part of FBS 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. This Plan of Merger and all other agreements and documents executed in connection herewith by FBS, upon due execution and delivery thereof, shall constitute valid binding obligations of FBS, enforceable against FBS in accordance with their respective terms.

3.2 Absence of Default. The execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by FBS will not constitute a violation of, be in conflict with or, 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 FBS or its assets is bound, or result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of the assets of FBS under: (a) any term or provision of the Articles of Incorporation or Bylaws of FBS; (b) any material contract, lease, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which FBS is a party or by which FBS 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 FBS is subject.

3.3 Litigation. To the best knowledge of FBS, FBS has not received notice of any violation of any law, rule, regulation, ordinance or order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality. To the best knowledge of FBS, except as set forth in Exhibit I, there are no lawsuits, proceedings, actions, arbitrations, governmental investigations, claims, inquiries or proceedings pending or threatened involving or related to FBS, its officers, directors, employees, or agents..

ARTICLE IV

Covenants of Parties Pending the Effective Time

4.1 Preservation of Business and Assets. From the date hereof until the Effective Time, each 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 its best efforts to obtain all approvals, consents and documents called for by this Plan of Merger. 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 laws or regulations, neither party shall sell, discard, dispose of or move any of its assets prior to the Effective Time without the prior written consent of the other party.

4.2 Absence of Material Change. From the date hereof through the Effective Time, except as otherwise expressly provided herein, neither 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 the other Party, which shall not be unreasonably withheld.

4.3 Access to Books and Records. From the date hereof through the Effective Time, each Party shall give the other Party 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 Party and shall furnish a copy of all documents and information concerning its properties and affairs as the other Party may reasonably request.

4.4 Good Faith. The Parties shall act in good faith and use their reasonable commercial efforts to satisfy all conditions to their respective obligations to close.

4.5 Preserve Accuracy of Representations and Warranties. The Parties shall refrain from taking any action which would render any representations and warranties contained in Articles II and III hereof 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 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.

4.6 Maintain Books and Accounting Practices. From the date hereof until the Closing Date, each of the Parties shall maintain, and shall cause 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.

4.7 No Merger or Consolidation. From the date hereof until the Effective Date, neither Party shall merge or consolidate with any other entity; solicit any inquiries, proposals or offers relating to disposition of its assets; and promptly notify the other Party orally of, and confirm in writing, all relevant details relating to inquiries, proposals or offers which it may receive relating to any of the matters referred to in this Section 4.7.

4.8 Performance. Manatee and FBS shall take appropriate steps to satisfy its respective obligations and the conditions to Closing.

ARTICLE V

Effective Time of the Merger

The Parties shall execute and file appropriate Articles of Merger and such other or further documents as may be necessary or desirable in connection therewith, with the Secretary of the State of Florida in accordance with applicable laws. The Merger shall be effective upon the later of filing

of the Articles of Merger by the Florida Department of State or 12:01 a.m. on the 1st day of September, 2004 (the "Effective Time").

ARTICLE VI

Conditions To Parties' Obligations

The obligation of each of the Parties to effect each transaction contemplated hereby shall be subject to the fulfillment as of the Closing Date of each of the following conditions:

6.1 **Representations; Warranties; Covenants.** The 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; the 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 Party a Certificate executed by an executive officer of each such Party confirming the foregoing.

6.2 **No Material Adverse Change.** Except as otherwise expressly provided herein, there shall have been no material adverse change in the results of operation, financial condition or business of either Manatee or FBS, and neither Manatee nor FBS 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 governmental agency or body shall have taken any other action or made any request of any Party as a result of which the other Party reasonably and in good faith deems it to be inadvisable to proceed with the transactions provided for herein.

6.5 **Certificate of Secretaries.** Manatee and FBS shall have exchanged certificates from their respective corporate secretaries certifying with respect to 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 **Active Status Certificates.** Manatee and FBS shall have exchanged copies of Active Status, all certified or issued by the Florida Secretary of State within thirty (30) days preceding the Closing Date.

ARTICLE VII

Termination And Abandonment

7.1 Termination. This Plan of Merger may be terminated and the transactions contemplated herein may be abandoned at any time prior to Closing as follows, subject however, to the provisions of this Plan of Merger:

- (a) by mutual consent of the Parties; or
- (b) by either Party (i) if any representation or warranty by the other Party is untrue in any material respect, (ii) if there has been a material breach of any warranty, covenant or obligation set forth in this Plan of Merger on the part of the other Party, which misrepresentation or material breach shall not have been cured prior to the Closing Date; or (iii) any condition precedent of the other Party has not been satisfied or complied with prior to or on the Closing Date.

7.2 Procedure for Termination. The Party terminating this Plan of Merger pursuant to Section 7.1 shall give written notice thereof to the other Party, whereupon Plan of Merger shall terminate and the transactions contemplated herein shall be abandoned without further action by any Party; provided, however, that if such termination is pursuant to Section 7.1(b)(ii) hereof, nothing herein shall affect the non-breaching Party's right to recover costs and expenses on account of such other Party's breach.

7.3 Costs and Expenses.

- (a) In the event of termination of this Plan of Merger pursuant to Section 7.1(a), this Plan of Merger shall be null and void and no Party shall be liable to any other Party.
- (b) In the event of termination of this Plan of Merger pursuant to Section 7.1(b)(ii), this Plan of Merger shall be null and void and the breaching Party shall be liable to the other Party for any costs and expenses incurred by such other Party as a result of such breaching Party's violation to the extent set forth in Article VII of this Plan of Merger.

7.4 Sole Remedies. The right to terminate the Plan of Merger pursuant to Section 7.1 and the right to recover costs and expenses as stated in Sections 7.2 and 7.3 shall be the sole remedies provided to either party under this Plan of Merger.

ARTICLE VIII

Six Year Rule

8.1 The Merging Corporation owns the assets described in Exhibit J. The Surviving Corporation represents and warrants that for a period of six years beginning with the date of the

merger, the assets described in Exhibit J cannot be mortgaged or sold by the Surviving Corporation unless the monies from such financing or sale are used to develop comparable facilities in Manatee County to meet the community's needs for blood services.

8.2 The Surviving Corporation agrees that in the event the Surviving Corporation shall be dissolved within six years of the date of the merger, or in the event the Surviving Corporation does not operate blood centers in Manatee County, Florida for a period of six years beginning with the date of the merger, the assets described in Exhibit J shall be distributed to the Manatee Community Foundation, Inc., a 501(c)(3) organization.

ARTICLE IX

Miscellaneous

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

9.2 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.

9.3 Consent to Service of Process. Surviving Corporation does hereby agree that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Surviving Corporation arising from the Merger herein provided for.

9.4 Assignment. This Plan of Merger and the right, title and interest hereunder may not be assigned without the prior written consent of the other Party. Even where such consent is obtained, no such assignment by a Party to this Plan of Merger of its right, title and interest hereunder shall relieve such Party of its obligations hereunder unless the other Party otherwise agrees.

9.5 Cooperation; Further Assurances. Each Party agrees to cooperate fully with the other Party to carry out the transactions provided for in this Plan of Merger, will use its best efforts to cause satisfaction of the conditions to consummation of the transactions provided for in this Plan of Merger, and will refrain from any actions inconsistent with this Plan of Merger. Each Party shall, upon request of the other 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.

9.6 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.

9.7 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.

9.8 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 both Parties.

9.9 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.

9.10 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.

9.11 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, 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 Manatee:

Manatee Community Blood Center, Inc.
Attention: Dick Clarke
216 Manatee Avenue East
Bradenton, FL 34208

Robert F. Greene, Esq,
Greene & Schermer
1301 Sixth Ave. West., Suite 400
Bradenton, FL 34205

If to FBS:

Florida Blood Services, Inc.
Attention, Donald D. Doddridge, C.E.O.
10100 Ninth Street North
St. Petersburg, FL 33716

Emil Carl Marquardt, Jr., Esq.
MacFarlane Ferguson & McMullen
625 Court Street, Suite 200
Clearwater, FL 33756

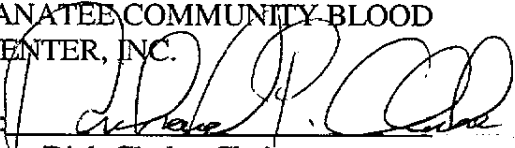
9.12 Fees and Expenses. Except as otherwise expressly provided herein, the fees and expenses incurred by each Party in connection with the transactions contemplated hereby shall be borne by that Party.

9.13 Knowledge Standard. As used in this Plan of Merger, references similar to "to the knowledge of" and "to the best knowledge of" any Party hereto shall refer only to the knowledge of any officer or director of such Party.

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.

MANATEE COMMUNITY BLOOD
CENTER, INC.

By:


Dick Clarke, Chairman

FLORIDA BLOOD SERVICES, INC.

By:

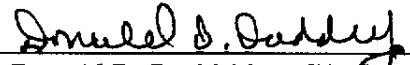

Donald D. Doddridge, C.E.O.

EXHIBIT A

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FLORIDA BLOOD SERVICES, INC., a corporation organized under the Laws of the State of Florida, filed on July 27, 1992, as shown by the records of this office.

The document number of this corporation is N50067.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
27th day of July, 1992.



CR2EO22 (2-91)

Handwritten signature of Jim Smith in cursive.

Jim Smith
Secretary of State

FILED
92 JUL 27 PM 1:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION OF
FLORIDA BLOOD SERVICES, INC.

ARTICLE I
Name

The name of this Corporation not-for-profit is FLORIDA BLOOD SERVICES, INC.

ARTICLE II
Terms

The term for which this Corporation shall exist shall be perpetual.

ARTICLE III
Principal Office

The principal office of the Corporation is located at 412 Jaffords Street, Clearwater, Florida 34616.

ARTICLE IV
Purposes

The corporation shall be organized as a not-for-profit corporation under Chapter 617, Florida Statutes, incorporated on a non-stock basis. The purposes for which the corporation is to be formed are exclusively for scientific, educational and charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future U.S. Internal Revenue Law, and in furtherance of these purposes, the corporation may:

A. Support, promote, advance and strengthen, within the meaning of Section 509(a)(3) of the Code, Hunter Blood Center, Inc., Community Blood Bank, Inc. and Southwest Florida Blood Bank, Inc., and, in the discretion of the Board of Directors of the Corporation, to support other non-profit health care providers organized for charitable purposes; provided that each is an organization described in Section 501(c)(3) of the Code and in Section 509(a)(1) or (2) of the Code; and, further provided that

the Corporation shall be operated, supervised or controlled by or in connection with each additional supported organization within the meaning of Section 509(a)(3) of the Code.

B. Provide management and administrative assistance to blood centers in furtherance of their scientific, educational, research and charitable purposes.

C. Own, lease or otherwise deal with all property, real and personal, to be used in furtherance of these purposes.

D. Own or operate facilities or own other assets for public use and welfare in furtherance of these purposes.

E. Contract with other organizations, for-profit and not-for-profit, with individuals and with governmental agencies in furtherance of these purposes.

F. Engage in any lawful act or activity in furtherance of these purposes for which corporations may be organized under the Florida Not-for-Profit Corporation Act.

G. Solicit and receive contributions, grants, gifts, devises and transfers of real and personal property, either outright or in trust, from whatever sources and whether unrestricted or for designated purposes, which contributions will be used to carry out the purposes referred to in A through F above.

ARTICLE V Powers

This Corporation shall have all of the corporate powers enumerated as it may be amended from time to time and set forth in Chapter 617 of the Florida Statutes provided, however, that none of the powers granted to this Corporation shall be used in any manner whatsoever in contravention of the purpose or purposes for which the Corporation has been formed as set forth in Article IV.

ARTICLE VI Prohibited Acts

This Corporation shall operate exclusively for scientific, charitable or educational purposes within the meaning of

§501(c)(3) of the Internal Revenue Code. In the course of which operation:

A. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to, its individual members, directors, officers or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

B. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Internal Revenue Code.

C. Notwithstanding any other provision of these Articles, the corporation shall not carry on any activities not permitted by an organization exempt under Section 501(c)(3) of the Internal Revenue Code or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

ARTICLE VII Dissolution

In the event of the dissolution of the Corporation, then the Board of Directors, after paying or making provisions for the payment of all of the liabilities of the Corporation, shall distribute, in any proportions considered prudent, all of the assets of the Corporation to such organizations organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the

county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, which shall at the time qualify as an exempt organization or organizations under Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Revenue Law) as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII
Original Subscriber

The names and residences of the original subscriber to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Emil C. Marquardt, Jr.	400 Cleveland Street, Suite 800 Clearwater, FL 34615

ARTICLE IX
Members

The members shall be those persons from time to time serving as the Corporation's Directors.

ARTICLE X
Board of Directors and Officers

The management of the affairs of this Corporation is vested in its Board of Directors, which shall consist of not less than fifteen (15) nor more than thirty (30) Directors. All Directors of the Board shall be elected or appointed in the manner and for the terms prescribed in the By-Laws of the Corporation, and shall hold office until their respective successors are duly elected and qualified.

The Board of Directors, at its annual meeting shall elect a Chairman, Vice Chairman, Secretary and Treasurer and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Corporation, such officers to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Any individual may hold two or more corporate offices except that

the offices of Chairman and Secretary shall not be held by the same person. The officers of the Corporation shall have such duties as may be specified by the Board or by the By-Laws of this Corporation. Compensation for any of such officers, if any, shall be fixed by the Board. Vacancies occurring on the Board or among the officers shall be filled in the manner prescribed by the By-Laws of this Corporation. There shall be a President who will be chief executive officer of the corporation and will be appointed by the Board of Directors.

ARTICLE XI
Indemnification

The corporation shall indemnify any officer or director, or any former officer or director, to the full extent permitted by law.

ARTICLE XII
By-Laws

The By-Laws of the Corporation shall be adopted by the initial Board of Directors, as constituted under Article XII above, at the organizational meeting of the Board, and said By-Laws may thereafter be amended, by the affirmative vote of two-thirds (2/3) plus two of the Board of Directors present and voting, at any meeting of the Board of Directors called for that purpose provided that such meeting shall be held after first giving thirty (30) days written notice mailed to each member of the Board of Directors at his or her last known address. Prior written notice may be waived by the members of the Board of Directors provided the waiver of notice be in writing.

ARTICLE XIII
Amendment of Articles of Incorporation

These Articles of Incorporation may be amended by the affirmative vote of two-thirds (2/3) plus two of the Board of Directors of this Corporation, present and voting, at any meeting of the Board of Directors called for that purpose provided that such meeting shall be held after first giving thirty (30) days

written notice mailed to each member of the Board of Directors at his/her last known address. Prior written notice may be waived by the members of the Board of Directors provided the waiver of notice be in writing.

ARTICLE XIV
Registered Agent

The name and address of the initial registered agent of this Corporation is EMIL C. MARQUARDT, JR., 400 Cleveland Street, Suite 800, Clearwater, Florida 34615.

ARTICLE XV
Incorporators

The name and address of the person(s) signing these Articles is:

<u>NAME</u>	<u>ADDRESS</u>
Emil C. Marquardt, Jr.	400 Cleveland Street, Suite 800 Clearwater, FL 34615

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 24th day of July, 1992.

In the Presence of:

Kathleen A. O'Hearn
Patricia C. Boile

Emil C. Marquardt, Jr. (SEAL)
EMIL C. MARQUARDT, JR.
Incorporator

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, EMIL C. MARQUARDT, JR., to me personally known to be the individual described in and who executed the foregoing instrument or who has produced N/A as identification and who did take an oath and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at Clearwater, said County and State, this 24th day of July, 1992.

Patricia C. Boile
Name Patricia Celeste Boile
Notary Public
My Commission Expires:

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

ACKNOWLEDGMENT:

Having been named to accept service of process for FLORIDA BLOOD SERVICES, INC. at the place designated in this Certificate, I hereby accept and agree to act in said capacity and agree to comply with the provisions of the Florida Corporation Act relative to keeping open said office.


EMIL C. MARQUARDT, JR.

FILED
92 JUL 27 PM 1:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "C"

THE BENEFITS OF AFFILIATION

1. A central laboratory for the three blood centers will allow consistency in quality controls and reduce the chance of errors in testing.
2. A central laboratory will save duplication of equipment and personnel.
3. A central laboratory will provide better automation and therefore better testing.
4. A centralized reference laboratory center will provide the ability to solve complex blood problems.
5. Having one compliance department will allow for a more knowledgeable department, a well-developed quality assurance program and more consistent application of Federal Drug Administration rules and other governmental regulations.
6. Having one compliance department can save duplication of personnel, support, equipment and research materials.
7. By using a shared inventory of blood and blood components, there will be a better utilization of the existing blood supply and outdating of blood can be reduced.
8. A uniform Donor Recruitment effort will make blood collections more efficient in the Tampa Bay Region and eliminate urgent appeals except when true emergencies exist.
9. A uniform Donor Recruitment effort will enhance the willingness of area employers to allow collection efforts at their facilities.
10. A uniform Community Education effort will enhance collections from individual donors.
11. The affiliation of the three centers will provide comprehensive medical coverage by physicians specializing in transfusion medicine and will provide around-the-clock transfusion consultation services for the three centers.
12. The affiliation of the three centers will standardize donor deferral requirements and operation's procedures for the collection of blood. Such standardization will provide protection against an impure blood supply.
13. The affiliation of the three centers, by eliminating duplications of personnel and equipment, will decrease the need for additional space and facilities.
14. Monies saved through the efficiencies produced by affiliation can be used in part for the following activities which will benefit the communities served by the centers:
 - A. The establishment of a Transfusion Medicine Academic Center for training of physicians and technologists.
 - B. Better training of all blood center staffs.
 - C. Continued education programs for staffs of all blood centers.
 - D. Community education concerning blood collection.

- E. Safety training for staffs of all blood centers.
- F. Development of educational programs with the school system.

15. The affiliation of the three blood centers, by providing a more efficient method of collecting blood, will maximize the amount of blood drawn locally and therefore reduce the need for importing blood. This will reduce the increased cost of imported blood and allay the communities' fears concerning the safety of the blood supply.

16. In the event each blood center continues operating independently, the fees each center charges for blood and services would have to increase materially in order to prevent significant financial losses.

17. Monies to be spent on training, education, compliance and up-to-date equipment would be restricted or eliminated at each center if each continued to operate independently.

18. The affiliation of the three centers will allow the development of a shared HLA program and a PCR laboratory.

19. The savings created by affiliation can allow expertise in blood centers operations which will allow the centers to be competitive in attracting skilled nurses and technologists in spite of a present national shortage of nurses and technologists.

EXHIBIT B

CORPORATE BY-LAWS
OF
FLORIDA BLOOD SERVICES, INC.

Section 1.1 Corporate Name. The name of the corporation shall be FLORIDA BLOOD SERVICES, INC., a Florida not for profit corporation.

Section 1.2 Corporate Offices. The principal office of the Corporation shall be in the state of Florida at such location as may be established by the Board. The Corporation may have other offices within or without the state of Florida as the Board may from time to time determine.

Section 1.3 Purpose and Powers. The purposes for which this Corporation is organized are set forth in the Articles of Incorporation. The Corporation shall have such powers as are now or may be hereafter granted by the Not for Profit Corporation Act.

Section 1.4 Corporation Dissolution. In the event of dissolution of the Corporation, which can only occur as specified in the Articles of Incorporation, the Board, after paying or making provisions for the payment of all of the liabilities of the Corporation, shall distribute in any proportions considered prudent, all of the assets of the Corporation to such organizations organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as exempt organizations under 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations which shall at the time qualify as exempt organizations under 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Revenue Law), as said court shall determine.

ARTICLE II

MEMBERS

Section 2.1 Members. There shall be no members of the Corporation.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 Board of Directors. The Board of Directors of the Corporation (the "Board") shall consist of a minimum of 15 and a maximum of 30 directors, the exact number of members being established from time to time by the Board of Directors. The policy-making powers of the Corporation shall be vested in the Board which shall have charge, control and management of the policies, property, affairs and funds of the Corporation. The Board shall have the power and authority to do and perform all acts or functions not inconsistent with these By-Laws or the Articles of Incorporation.

Section 3.2 All Directors shall be appointed for a term of three years by the Board. Vacancies on the Board may, but need not, be filled by the Board until its annual meeting. A member of the Board, who is absent from one-half or more of the regular meetings of the Board in one year, shall, at the discretion of the Board, be subject to removal from the Board by a vote of a majority of the other Directors.

Section 3.3 Resignation. Any Director may resign at any time, either by oral tender of resignation at any meeting of the Board or by giving written notice thereof to the Secretary of the Corporation. Such resignation shall take effect at the time specified therefore and the acceptance of such resignation shall not be necessary to make it effective.

Section 3.4 Removal. A Director may be removed, with or without cause, at a meeting called expressly for that purpose, by a vote of a majority of the other Directors.

Section 3.5 Annual Meeting of Board. The annual meeting of the Board shall be

held during the month of September at the principal office of the Corporation or at such other time or place as may be designated for the purposes of electing Board members and Officers and transacting such other business as shall be desirable.

Section 3.6 Regular Meetings of the Board. The Board shall hold regular meetings at least once each calendar quarter at the principal office of the Corporation or such other convenient location as may be designated by the Board. One of these quarterly meetings shall be the annual meeting described in Section 3.5.

Section 3.7 Special Meetings of the Board. Special meetings of the Board may be called by the Chairman or upon written request of any two directors.

Section 3.8 Notice of Board Meeting. Written notice of all Board meetings shall be mailed or delivered to each director at least five days before the date of the meeting, which notice shall, in the case of special meetings, state generally the nature of the business to be taken up at the meeting.

Section 3.9 Quorum. A majority of the number of Directors in office present in person, by telephone or by proxy shall constitute a quorum for the transaction of business at any Board meeting, but if less than such majority is present at a meeting, a majority of the Directors present may recess and reconvene the meeting from time to time without further notice.

Section 3.10 Manner of Acting. The action of a majority of the Directors present at a meeting at which a quorum is present in person, by telephone or by proxy shall be the act of the Board, unless the act of a greater number is required by the provisions of the Florida Not for Profit Corporation Act, the Articles of Incorporation or as otherwise provided in these By-laws. Each member of the Board, including the Director presiding at the meeting of the Board, shall be entitled to one vote. A Director may vote in person by telephone or by proxy or by facsimile transmission. Further, upon proper notice, the Chairman may call a telephonic meeting of the Board.

The following matters must be decided by an affirmative vote of two-thirds plus two of the members of the Board present and voting at a meeting:

- A. Association with a new affiliate entity;

- B. Purchase or sale of real property;
- C. Amendment to the Articles and By-laws of the corporation.
- D. Engaging in other than the traditional activities of a blood center;
- E. Donations to entities other than the existing blood centers; and
- F. Dissolution of the Corporation.

Section 3.11 Action by Unanimous Written Consent. Any action which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Directors of the Corporation.

Section 3.12 Presumption of Assent. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting.

Section 3.13 Compensation and Expenses. No Directors shall receive any compensation for acting as such. However, upon approval of the Board, a Director may be reimbursed for reasonable expenses for attendance at meetings outside of Tampa Bay or for other activities which relate to the business of the Corporation and are for the benefit of the Corporation. Reimbursement shall be consistent with employee reimbursement policies established by the Corporation.

Section 3.14 Procedure at Meetings. Robert's Rules of Order Revised (latest edition) shall govern procedure at all meetings of the Board and its committees where not covered expressly by these By-laws.

ARTICLE IV

OFFICERS OF THE CORPORATION

Section 4.1 Designation of Corporate Officers. The officers of the Corporation shall be a Chairman, Vice-Chairman, Secretary, Treasurer, Immediate Past Chairman, President and Chief Medical Officer. Assistant Secretaries and Assistant Treasurers shall be appointed by

and serve at the pleasure of the Chairman. The Chairman, Vice-Chairman, Secretary and Treasurer shall be elected by the Board at its annual meeting and shall hold office for a period of two years or until their successors shall have been elected and qualified. The Chairman may only serve one term and then must relinquish the position for at least one year.

Section 4.2 Duties of the Chairman. The Chairman shall have all the duties which that position would customarily require, including chairing all meetings of the Board, and shall have responsibility for all other duties assigned to him under these By-laws or by Board resolution. He shall be an ex officio voting member of all Board committees with exception of the Nominating Committee.

Section 4.3 Duties of the Vice-Chairman. The Vice-Chairman shall perform such duties and have such responsibilities as may be prescribed from time to time by the Chairman. In the absence of the Chairman, the Vice-Chairman shall assume the position of Chairman for the duration of the Chairman's absence.

Section 4.4 Duties of the Secretary. The Secretary shall act as Secretary of the Corporation and the Board; shall ensure that appropriate notices or waivers of notice regarding meetings of the members and the Board are sent; shall ensure that agendas and other materials for all meetings of the members and the Board are prepared; shall act as official custodian of all records, reports and minutes of the Corporation, the Board and committees; shall ensure that adequate records are kept of all meetings of the members and the Board; and shall perform such other duties as are customarily performed by or required of corporate secretaries.

Section 4.5 Duties of the Treasurer. The Treasurer shall have custody and control of all funds of the Corporation and shall have such duties as are customarily performed by or required of corporate treasurers, including giving a bond if required by the Board. The Treasurer shall ensure that a true and accurate accounting of the financial transactions of the Corporation is made periodically, that reports of such transactions are presented to the Board, and that all accounts payable are presented to such representatives as the Board may designate for authorization of payment.

Section 4.6 Duties of the Immediate Past Chairman. The immediate Past Chairman

shall have such duties as are assigned by the Chairman and shall serve as an ex officio voting member of all Board Committees. If his term as a Director has expired, he shall also serve as an ex officio voting member of the Board.

Section 4.7 Duties of the President. The President shall be the Chief Executive Officer of the Corporation, shall be employed by the Corporation, shall have overall responsibility for the management of the Corporation and any subsidiary or affiliated corporations, and shall have all duties and authority which such position would customarily require or which are assigned by the Board. He shall be an ex officio voting member of the Board and of all Board committees.

Section 4.8 Duties of the Chief Medical Officer. The Chief Medical Officer of the Corporation, shall be employed by the Corporation, shall have oversight of Medical and Research activities performed on behalf of the Corporation, and shall have all the duties and authority required to accomplish the goals and objectives assigned to him by the Board. He shall report to the President and serve as the Chief Medical Officer of the Corporation. He shall be an ex-officio non-voting member of the Board and of all Board committees. In the absence of the President, the Chief Medical Officer shall assume all of the duties and authority of the President.

Section 4.9 Duties of the Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries shall perform such duties as shall be assigned to them by the Treasurer or Secretary, respectively, or by the Chairman or the Board. If required by the Board, the Assistant Treasurers shall give bonds for the faithful discharge of their duties.

Section 4.10 Resignation. Any officer may resign at any time by giving notice in writing to the Board, the Chairman or the Secretary. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.11 Removal. Any officer elected by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the persons so

removed.

Section 4.12 Vacancies. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

Section 4.13 Additional Officers. Officers and assistant officers, in addition to those hereinabove described, who are elected or appointed by the Board, shall perform such duties as shall be assigned to them by the Chairman or the Board.

Section 4.14 Compensation and Expenses. Officers shall serve without a salary unless they are also employees of the Corporation. Expenses incurred by non-employee officers in performance of their official duties which are not contained in the Corporation's budget or are not covered by an existing Board policy, may be reimbursed to said officers upon approved by the Board, consistent with employee reimbursement policies established by the Corporation.

ARTICLE V

COMMITTEES OF THE BOARD

Section 5.1 Composition of Committees. Committees of the Board shall be standing or special. Every committee shall consist of three or more persons. All committee chairmen and committee members shall be appointed by the Board Chairman. The President shall serve as an ex officio voting member of all committees and the Chief Medical Officer shall serve as an ex-officio non-voting member of all committees.

Section 5.2 Standing Committees. The Standing Committees shall be the Executive Committee, Finance Committee, Long Range Planning Committee, Human Resources Committee and Nominating Committee, and Education and Research Committee.

Section 5.3 Executive Committee. The Executive Committee shall be composed of the Corporation's five elected officers. The Executive Committee shall have power to transact all regular business of the Corporation during the interim between the meetings of the Board, but may not act on any issues which require a two-thirds plus two vote of the members of the Board as referred to in Section 3.10. The Chairman of the Board shall serve as Chairman of the Executive Committee.

Section 5.4 Finance Committee. The Finance Committee shall be responsible for the management of all funds. The Finance Committee shall be chaired by the Treasurer and shall be responsible for the management of all funds of the Corporation in accordance with the established policies and direction of the Board. It shall be establish and cause to maintained an accounting system for the Corporation's financial affairs, make monthly reports thereof to the Board and procure and submit to the Board at its last regular meeting before the end of the fiscal year a proposed budget showing the expected receipts and expenditures for the ensuing year. The Finance Committee may not, in its own name, authorize expenditures of the Corporation's funds, but may merely recommend approval to the Board. The Treasurer shall serve as Chairman of the Finance Committee.

Section 5.5 Long Range Planning Committee. The Long Range Planning Committee shall examine the Corporation's purpose and its goals, policies, and current and future programs and formulate and periodically update a long range plan for the Corporation, subject to approval by the Board. The Vice Chairman shall be the Chairman of the Long Range Planning Committee.

Section 5.6 Human Resources Committee. The Human Resources Committee shall make recommendations to the Board as to personnel policies relating to employees of the Corporation. The Committee shall work closely with the President and Board Finance Committee in providing early input to the budgetary process, reflecting personnel needs in the coming fiscal year. The Committee shall monitor the Corporation's wage and salary program in an effort to assure that employee compensation is fair and competitive. The Committee shall periodically review the benefits program and other matters affecting personnel practices. The Committee shall monitor the system of employee evaluation which is administered by Corporation management. The Secretary shall be Chairman of the Human Resources Committee.

Section 5.7 Nominating Committee. The Nominating Committee shall submit annually to the Board candidates for appointment as Directors of the Corporation. The Nominating Committee shall also recommend to the Board candidates for Chairman, Vice

Chairman, Secretary and Treasurer of the Corporation when a vacancy occurs or as the terms of office expire. The Immediate Past Chairman shall be the Chairman of the Nominating Committee.

Section 5.8 Education and Research Committee. The Education and Research Committee shall have oversight of the educational activities, both accredited and non-accredited, of the Corporation. The Education and Research Committee will promote and encourage applications for grants or contracts from governmental and non-governmental entities and shall review and approve proposed research grants or contracts. The Education and Research Committee shall take other appropriate action to further the improvement of transfusion practices and the understanding of scientific principles that support them. In conjunction with the Executive Committee, the Education and Research Committee shall serve as the operational board overseeing Transfusion Medicine Specialists, Inc., representing FBS as its corporate member. The Board Chairman shall designate the Chairman of the Education and Research Committee.

Section 5.9 Special Committees. The Board Chairman may appoint Special Committees from time to time to carry out specific assignments relating to the activities of the Corporation.

Section 5.10 Committee Procedures Generally. Reasonable notice of the meetings of any committee shall be given to members. The Chairman or the committee chairman may invite to any committee meeting such individuals as they may select who may be helpful to the deliberations of the committee. A majority of the members of each committee shall constitute a quorum for the transaction of business, and the act of a majority of the members of any committee present at a meeting at which a quorum is present shall be the action of the committee. Each committee may operate through the establishment of one or more subcommittees to be composed of such members of the committee and to have such duties and responsibilities as shall be delegated to the subcommittee by the committee. Each committee may adopt rules for its own operations and for the operations of its subcommittees not inconsistent with these bylaws or the policies of the Board. Each member of a committee shall

continue as such until the next annual meeting of the Board or until his successor is appointed, unless sooner removed. Any member of a committee may be removed by the Chairman of the Board whenever in his judgment the best interests of the Corporation shall be served by such removal. Vacancies in the membership of any committee shall be filled by the Chairman of the Board. Any expenditure of corporate funds by a committee shall require prior approval of the Board.

ARTICLE VI

CONFLICTS OR DUALITY OF INTEREST

Section 6.1 Statement of General Policy on Conflicts of Interest. Conflicts of interest or dualities of interest (hereinafter referred to as "conflicts") sometimes occur in the course of conducting the Corporation's daily affairs. A conflict as used in these By-laws refers only to personal, proprietary interests of the persons covered by this policy and their immediate families and not to philosophical or professional differences of opinion. Conflicts occur because the many persons associated with the Corporation should be expected to have and do have multiple interests and affiliations and various positions of responsibility within the community.

Conflicts are undesirable because they potentially or apparently place the interests of others ahead of the Corporation's obligations to its corporate purposes and to the public interest. Conflicts are also undesirable because they often reflect adversely upon the persons involved and upon the institutions with which they are affiliated, regardless of the actual facts or motivations of the parties. However, the long-range best interests of the Corporation do not require the termination of all association with persons who may have real or apparent conflicts if a prescribed and effective method can render such conflicts harmless to all concerned.

Therefore, the Corporation's affirmative policy shall be to require that all actual or apparent conflicts be disclosed promptly and fully to all necessary parties and to prohibit specified involvement in the affairs of the Corporation by persons having such conflicts.

Section 6.2 Coverage of this Policy. This policy shall apply to all directors,

officers, agents and employees of the Corporation, including independent contractor providers of services and materials. The Corporation's management shall have the affirmative obligation to publicize periodically this policy to all such parties.

Section 6.3 Disclosure of all Conflicts. All persons to whom this policy applies shall disclose promptly all real and apparent conflicts, which they discover or have brought to their attention in connection with the Corporation's activities. "Disclosure" as used in these By-laws shall mean a written description of the facts comprising the real and apparent conflict. Each person to whom this policy applies shall execute and annual disclosure statement indicating that he has read and agrees to abide by this policy. Disclosures of conflicts shall be filed with the President of the Corporation or any other person designated by him from time to time to receive such notifications. All disclosures received hereunder shall be noted for record in the minutes of a meeting of the Board.

Section 6.4 Proscribed Activity by Persons Having Conflicts. When an individual director, officer, agent or employee believes that he or a member of his immediate family has a real conflict, he shall, in addition to making the disclosure required under 6.3, abstain from making motions, voting, executing agreements, or otherwise participating in any action on behalf of the Corporation to which the conflict pertains. A person having only an apparent conflict shall not be precluded from participating in any action on behalf of the Corporation. When any person requests in writing, or upon its own initiative, the Board at any time may establish further guidelines consistent with the interests of the Corporation for the resolution of any real or apparent conflicts.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Indemnification of Directors, Officers and Committee Members. To the full extent permitted under Florida law, each director, officer or committee member of the Corporation now and hereafter in office, and his heirs and personal representative, shall be indemnified by the Corporation against all liabilities, costs, expenses, and other amounts,

including attorneys' fees, reasonably incurred by or imposed upon him in connection with or resulting from any action, suit, proceeding, or claim to which he may be made a party or in which he may be or become involved by reason of his alleged acts or omissions as such director, officer or committee member, whether or not he continues to be such director, officer or committee member at the time of incurring such liabilities, costs, expenses, or amounts. The indemnification herein provided shall, with respect to any settlement of any such suit, action, proceeding or claim when in judgment of the Board, such settlement and reimbursement appear to be for the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights as to which any such director or officer or committee member may be entitled under any statute, bylaw, agreement, or otherwise. Expenses incurred with respect to any claim, action, suit, or other proceeding of the character described in this Article may be advanced by the Corporation prior to the final disposition thereof upon receipt of any undertaking by the recipient to repay such amount if it shall ultimately be determined that he is not entitled to indemnification under this Article.

Section 7.2 Liability Insurance. The Corporation may purchase and maintain directors and officers liability insurance to protect it against some or all of the indemnification liability assumed in Section 7.1.

ARTICLE VIII

GIFTS

Section 8.1 Acceptance of Gifts.

A. The Board may accept or reject on behalf of the Corporation any gift, grant, bequest or devise for the general purposes or for any special purpose of the Corporation.

B. Unless the terms expressly provide otherwise, all gifts, grants, bequests and devises shall be deemed irrevocable.

Section 8.2 Conditions and Limitations. Any person who shall give, bequeath or devise any property to the Corporation may make such gift subject to such conditions and limitations as to the use of the principal or income as he may see fit and may specify such uses

for the principal or the income as he may desire, provided such conditions, limitations, specifications and provisions are consistent with the general purposes of the Corporation.

Section 8.3 Funds and Accounts. All such property received and accepted by the Corporation shall become a part of the Corporation property and, subject to any limitations, conditions or requirements may be commingled with other assets of the Corporation. However, such property shall or may be placed in any number of separate and distinct funds or accounts whenever the conditions, limitations, or instructions, of the gift, grant, bequest, or devise require a separate fund or account or whenever the Board, in its judgment, determines that such property should be placed in a separate and distinct fund or account. At the discretion of the Board, any such property received and accepted by the Corporation may be transferred to Florida Blood Services Foundation, Inc., to be held and used for the purposes of that corporation.

ARTICLE IX

AMENDMENTS

Section 9.1 Amendments. These By-Laws may be amended by the affirmative vote of a majority of the Directors of this corporation, present and voting, at any meeting of the Board called for that purpose, provided that thirty days written notice of the meeting shall have been mailed to each Director at his last known address. Prior written notice may be waived by the members of the Board provided the waiver of notice be in writing.

ARTICLE X

MISCELLANEOUS

Section 10.1 Books and Records. The Corporation shall keep correct and complete books and records of account and the minutes of the proceedings of the Board. Copies of the minutes of the Board shall be regularly distributed to each director.

Section 10.2 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of the ensuing December unless otherwise determined by the Board. At the end of the fiscal year, the books of the Corporation shall be closed and audited by a certified public accountant selected by the Board. Copies of the financial report of the auditor shall be promptly provided to each Director.

Section 10.3 Seal. The Board may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation.

Section 10.4 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Florida Not for Profit Corporation Act or under the provisions of the Articles of Incorporation or these By-laws, a waiver thereof in writing signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 10.5 Additional Organizations. The Board may authorize the formation of such subsidiary affiliated or auxiliary organizations as would in the opinion of the Board assist in the fulfillment of the purposes of the Corporation.

Section 10.6 Rules. The Board may adopt, amend, or repeal Rules (not inconsistent with these By-laws) for the management of the internal affairs of the Corporation and the governance of its officers, agents, committees, and employees.

Section 10.7 Gender of Words. All personal pronouns used herein shall include the other gender, whether masculine or feminine, as may be appropriate.

EXHIBIT C

The list of persons who shall serve as directors of the Surviving Corporation will be determined no later than September 30, 2004.

EXHIBIT D

The list of persons who shall serve on the Surviving Corporation's Executive Committee will be determined no later than September 30, 2004.

EXHIBIT E

The list of persons who shall serve as officers of the Surviving Corporation will be determined no later than September 30, 2004.

EXHIBIT F

The persons who will be on the initial Community Advisory Board will be determined no later than September 30, 2004.

EXHIBIT G

ARTICLES OF MERGER
(Not for Profit Corporation)

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

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Florida Blood Services, Inc.	Florida	N50067

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Manatee Community Blood Center, Inc.	Florida	712967

Third: The Plan and Agreement of Merger is attached.

Fourth: The merger shall become effective on September 1, 2004.

Fifth: **ADOPTION OF MERGER BY SURVIVING CORPORATION**

SECTION I

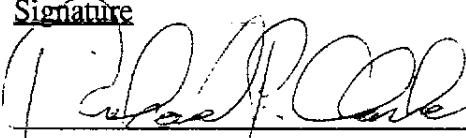
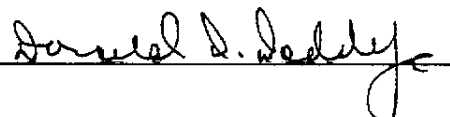
The plan of merger was adopted by the members of the surviving corporation on August 18, 2004. The vote of the members was unanimous.

Sixth: **ADOPTION OF MERGER BY MERGING CORPORATION**

SECTION I

The plan of merger was adopted by the members of the merging corporation on August 4, 2004. The vote of the members was unanimous.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual and Title</u>
Manatee Community Blood Center, Inc.		Richard P. Clarke Chairman
Florida Blood Services, Inc.		Donald D. Doddridge President, C.E.O.

**PENDING LITIGATION AGAINST FLORIDA BLOOD SERVICES AND
MANATEE COMMUNITY BLOOD CENTER**

August 16, 2004

EXHIBIT H

MANATEE COMMUNITY BLOOD CENTER

Connie Hendry v. Manatee Community Blood Center

Date of Loss – 7/18/2002

Insurance Carrier – RSUI Group, Inc., Robert Orr, (404) 260-3685

EXHIBIT I

FLORIDA BLOOD SERVICES

William Hughes v. Florida Blood Services & Juana Perez-Sandoval

Date of Loss – 5/15/2001

Insurance Carrier – St. Paul Insurance Company

Representing the Defendants – Patrick Carver of the Law Offices of Jack D. Evans

St. Michel v. Florida Blood Services

Date of Loss – 8/4/2002

Insurance Carrier – AIG

Representing the Defendant – Michael Holtmann of Wicker, Smith, O'Hara, McCoy, Graham & Ford

Medina v. Florida Blood Services

Date of Loss – 5/9/2002

Insurance Carrier – AIG

Representing the Defendant – Richard Hasty and Michael Holtmann of Wicker, Smith, O'Hara, McCoy, Graham & Ford.

Representing the Defendant – Vikki Shirley of Huey, Guilday & Tucker

John Doe v. Florida Blood Services

Date of Loss – 3/12/2002

Insurance Carrier – AIG

Representing the Defendant – Richard Hasty and Michael Holtmann of Wicker, Smith, O'Hara, McCoy, Graham & Ford.

Representing the Defendant – Vikki Shirley of Huey, Guilday & Tucker

EXHIBIT J – Page 2 of 7

MCBC FIXED ASSET SCHEDULE

FURNITURE FIXTURES & EQUIPMENT						
PG 3						
ASSET	DATE	METH	YRS	COST	ACCUM	NET VALUE
TUBE SEALER	02/01/98	SL	5	925	925	0
CENTRIFUGE	12/01/97	SL	7	24,353	15,945	8,408
CENTRIFUGE	06/01/87	SL	7	13,814	13,814	0
REFRIGERATOR-HARRIS	12/01/97	SL	7	6,610	6,373	237
REFRIGERATOR-FORMEN	02/01/90	SL	7	2,878	2,878	0
FREEZER- SOLOW	01/01/80	SL	7	2,245	2,245	0
FREEZER- JEWETT	08/01/99	SL	7	12,013	10,439	1,574
FREEZER-NORLAKE	07/01/92	SL	7	300	300	0
FREEZER-HARRIS	12/01/97	SL	7	8,489	8,186	303
FREEZER-JORDON	12/01/97	SL	7	8,113	7,437	676
REFRIGERATOR- HARRIS	07/01/96	SL	7	6,572	6,572	0
ICE MACHINE	08/01/83	SL	10	1,499	1,499	0
AGITATOR-PLATELET	04/01/00	SL	10	1,972	870	1,102
AGITATOR-PLATELET	04/01/00	SL	10	1,972	870	1,102
AGITATOR-PLATELET	04/01/00	SL	10	7,121	3,145	3,976
REFRIGERATOR- WARD	06/01/96	SL	7	900	900	0
LOCKERS	12/01/97	SL	10	1,555	1,052	503
RANGE	10/01/87	SL	10	529	366	163
REFRIGERATOR- LUNCHRM	09/01/97	SL	7	1,040	1,040	0
FILE CABINET	12/01/89	SL	7	500	500	0
DESK SET	10/01/97	SL	7	6,232	6,157	75
BOOKCASE	11/01/89	SL	7	808	808	0
CHAIR-EXE HIGH BACK	03/01/94	SL	5	603	603	0
DESK SET	11/01/89	SL	7	2,200	2,200	0
CREDENZA	11/01/89	SL	7	2,200	2,200	0
HEMOMATIC-REFURB	10/01/99	SL	3	687	687	0
HEMOMATIC	12/01/98	SL	3	2,231	2,231	0
CELL SEPARATOR	04/01/92	SL	7	38,000	38,000	0
DONOR CHAIR	03/01/99	SL	10	1,125	621	504
DONOR CHAIR	01/01/83	SL	10	910	910	0
DONOR CHAIR	12/01/91	SL	10	880	880	0
OFFICE FURNITURE	10/06/00	SL	7	4,824	2,699	2,125
OFFICE FURNITURE	10/06/00	SL	7	1,541	862	679
HEMOGLOBIN DATA SYS	10/24/00	SL	5	755	591	164
SHELVING	10/24/00	SL	7	629	352	277
TUBE SEALER	10/25/00	SL	5	930	728	202
CHAIRS- 3	11/08/00	SL	5	1,100	843	257
CHAIRS- 6	03/06/01	SL	5	1,740	1,213	522
MISC FURNITURE	01/31/02	SL	5	1,980	1,056	924
WATER COOLER	04/03/01	SL	5	585	400	185
CHAIR	05/07/01	SL	5	379	253	126
PHONE SYSTEM	05/08/01	SL	6	15,000	8,333	6,667
TASK STOOLS-3	06/11/01	SL	5	716	465	251
DESK/FURNITURE	07/03/01	SL	7	760	342	418
REFRIGERATOR,ETC,ANNEX	08/29/01	SL	7	2,265	999	1,266
REFRIGERATOR- HARRIS LB	01/30/01	SL	7	4,726	2,475	2,251
REFRIGERATOR- HARRIS	02/14/01	SL	7	7,103	3,636	3,467

EXHIBIT J – Page 3 of 7

MCBC FIXED ASSET SCHEDULE

FURNITURE FIXTURES & EQUIPMENT						
PG 1						
ASSET	DATE	METH	YRS	COST	ACCUM	NET VALUE
DONOR CHAIR	01/01/80	SL	10	539	539	0
SEAL SAFE SYSTEM	02/01/96	SL	4	2,000	2,000	0
CPR TRAINING MANIKINS	01/01/00	SL	6	484	378	106
HEMOMATIC	10/01/99	SL	3	2,231	2,231	0
HEMOMATIC-REFURB	10/01/99	SL	3	687	687	0
HEMOMATIC-REFURB	10/01/99	SL	3	687	687	0
HEMOMATIC-REFURB	10/01/99	SL	3	687	687	0
HEMOGLOBIN ANALYZER	11/01/97	SL	3	680	680	0
DONOR CHAIR	12/01/84	SL	3	1,300	1,300	0
DONOR CHAIR	01/01/80	SL	3	1,197	1,197	0
HEMOMATIC-REFURB	10/01/99	SL	3	687	687	0
DONOR CHAIR	12/01/84	SL	3	1,300	1,300	0
HEMOMATIC-REFURB	10/01/99	SL	3	687	687	0
HEMOMATIC-REFURB	10/19/99	SL	3	687	687	0
DONOR CHAIR	12/01/84	SL	3	1,301	1,301	0
HEMOMATIC	08/01/98	SL	3	150	150	0
DONOR CHAIR	09/01/93	SL	3	925	925	0
HEMOMATIC-REFURB	10/01/99	SL	3	687	687	0
DONOR CHAIR	09/01/93	SL	10	925	925	0
DONOR CHAIR	09/01/97	SL	10	1,131	791	340
DONOR CHAIR	12/01/84	SL	10	1,301	1,301	0
SINGLE NEEDLE BOX	04/01/92	SL	5	2,500	2,500	0
CELL SEPARATOR	08/01/94	SL	7	38,000	38,000	0
CELL SEPARATOR	12/01/90	SL	7	38,000	38,000	0
DONOR CHAIR	12/01/97	SL	10	1,131	763	368
HEMOMATIC	12/01/98	SL	3	2,231	2,231	0
HEMOMATIC ANALYZER	02/01/99	SL	3	703	703	0
HEMOMATIC-REFURB	10/01/99	SL	3	687	687	0
HEMOMATIC	08/01/98	SL	3	150	150	0
HEMOMATIC	12/01/98	SL	3	2,231	2,231	0
HEMOMATIC-REFURB	10/01/99	SL	3	687	687	0
HEMOMATIC-REFURB	10/01/99	SL	3	687	687	0
HEMOMATIC	12/01/98	SL	3	2,231	2,231	0
HEMOMATIC	08/01/98	SL	3	150	150	0
HEMOMATIC-REFURB	10/01/99	SL	3	687	687	0
SINGLE NEEDLE BOX	02/01/96	SL	5	2,000	2,000	0
HEMOGLOBIN ANALYZER	11/01/97	SL	5	680	680	0
HEMOMATIC	11/01/98	SL	3	2,231	2,231	0
HEMOMATIC	12/01/98	SL	3	2,231	2,231	0
HEMOMATIC	11/01/98	SL	3	2,231	2,231	0
REFRIGERATOR	01/01/78	SL	7		0	0
TUBE SEALER	02/01/97	SL	5	3,176	3,176	0
WATER BATH	11/01/97	SL	7	2,272	2,220	52
CELL WASHER	04/01/97	SL	5	1,250	1,250	0
OTTAUS SCALE	03/01/97	SL	5	496	446	50
TUBE SEALER	07/01/93	SL	5	980	980	0
TUBE SEALER	07/01/00	SL	5	930	775	155

EXHIBIT J – Page 4 of 7

MCBC FIXED ASSET SCHEDULE

FURNITURE, FIXTURES, EQUIPMENT						
PG 1						
ASSET	DATE	METH	YRS	COST	ACCUM	NET VALUE
BLD/SHAKER- MONITOR	02/01/95	SL	3	2,703	2,703	0
REES SCIEN.MON	09/01/97	SL	7	11,673	11,673	0
AGITATOR	08/01/95	SL	5	760	760	0
DESK	12/01/93	SL	7	560	560	0
HEMOMATIC	01/01/99	SL	3	2,231	2,231	0
HEMOMATIC	12/01/97	SL	3	2,231	2,231	0
HEMOMATIC	12/01/97	SL	3	2,231	2,231	0
HEMOMATIC	01/01/99	SL	3	2,231	2,231	0
HEMOMATIC	01/01/99	SL	3	2,231	2,231	0
SCANNER	09/01/93	SL	5	1,390	1,390	0
BLOOD CTR PLAQUE	02/01/98	SL	7	768	723	45
A/C UNIT	03/01/97	SL	7	1,077	1,077	0
TELE CONVENTER	09/01/92	SL	5	755	755	0
REFRIGERATOR-CANTEEN	06/01/86	SL	7	539	539	0
PHONE SYSTEM	06/01/94	SL	6		0	0
FAX MACHINE- BLAKE	08/01/96	SL	5	500	500	0
BLOODMOBILE Med1	06/01/86	SL	10	117,150	117,150	0
HEMOGLOBIN ANALYZER	11/01/97	SL	5	680	680	0
ICE MACHINE	11/01/90	SL	7	2,590	2,590	0
BARCODE SCANNER	04/01/98	SL	3	799	799	0
BARCODE SCANNER	04/01/98	SL	3	799	799	0
BARCODE SCANNER	10/01/97	SL	3	921	921	0
BARCODE SCANNER	04/01/98	SL	3	784	784	0
BOARDROOM FURNITURE	07/01/97	SL	10	14,894	10,672	4,222
HEMOGLOBIN ANALYZER	01/01/00	SL	5	680	635	45
BARCODE SCANNER	02/01/00	SL	3	475	475	0
BARCODE SCANNER	03/01/00	SL	3	475	475	0
BARCODE SCANNER	02/01/00	SL	3	475	475	0
BARCODE SCANNER	02/01/00	SL	3	1,361	1,361	0
BARCODE SCANNER	02/01/00	SL	3	1,000	1,000	0
SEAL SAFE SYSTEM	08/01/94	SL	4	2,500	2,500	0
SEAL SAFE SYSTEM	08/01/94	SL	4	2,500	2,500	0
GENERATOR	07/01/98	SL	10	38,307	23,624	14,683
STERILE DOCKER	03/01/96	SL	5	7,400	7,400	0
DONOR CHAIR	05/01/98	SL	10	696	442	254
DONOR CHAIR	05/01/98	SL	10	696	442	254
DONOR CHAIR	05/01/98	SL	10	696	442	254
DONOR CHAIR	05/01/98	SL	10	696	442	254
TIME CLOCK	03/01/98	SL	5	445	445	0
SINGLE NEEDLE BOX	08/01/97	SL	5	2,500	2,500	0
TIME CLOCK-BLAKE	03/01/98	SL	5	445	445	0
REFRIGERATOR-BLAKE	09/01/99	SL	7	379	270	109
BARCODE SCANNER	02/01/00	SL	3	1,361	1,361	0
DONOR CHAIR	01/01/80	SL	10	539	539	0
DONOR CHAIR	01/01/80	SL	10	539	539	0
DONOR CHAIR	01/01/80	SL	10	539	539	0

EXHIBIT J – Page 6 of 7

MCBC FIXED ASSET SCHEDULE

COMPUTERS						
PG 1						
ASSET	DATE	METH	YRS	COST	ACCUM	NET VALUE
COMPUTERS						
HARD DRIVE	08/01/00	SL	3	1,500	1,500	0
HARD DRIVE- retired 1/03	04/01/99	SL	3		0	0
HARD DRIVE- retired 1/03	04/01/99	SL	3		0	0
HARD DRIVE	01/01/00	SL	3	840	840	0
BUBBLE JET PRT	01/01/00	SL	3	1,000	1,000	0
HARD DRIVE	01/01/00	SL	3	840	840	0
HARD DRIVE- retired 1/03	04/01/99	SL	3		0	0
HARD DRIVE	04/01/99	SL	3	515	515	0
FAX MACHINE	03/01/00	SL	3	2,920	2,920	0
HARD DRIVE- retired 1/03	04/01/99	SL	3		0	0
HARD DRIVE- retired 1/03	04/01/99	SL	3		0	0
HARD DRIVE	04/01/99	SL	3	519	519	0
HARD DRIVE	04/01/99	SL	3	518	518	0
SERVER- #1	01/01/00	SL	3	1,800	1,800	0
SERVER- #2	01/01/00	SL	3	2,500	2,500	0
PORT	01/01/00	SL	3	469	469	0
SERVER- #3	01/01/00	SL	3	2,200	2,200	0
SERVER- #5	01/01/00	SL	3	1,800	1,800	0
SERVER RACK	01/01/00	SL	3	2,400	2,400	0
SERVER- #2	01/01/00	SL	3	3,800	3,800	0
LAP TOP	08/01/00	SL	3	2,300	2,300	0
DOT MATRIX PRT	09/01/96	SL	3	2,595	2,595	0
HARD DRIVE	07/01/99	SL	3	2,190	2,190	0
HARD DRIVE	11/01/97	SL	3	1,596	1,596	0
HARD DRIVE	04/01/99	SL	3	519	519	0
LASER PRINTER	12/01/99	SL	3	378	378	0
PAPER SHREDDER	12/01/99	SL	3	531	531	0
HARD DRIVE	01/01/98	SL	3	2,287	2,287	0
HARD DRIVE	01/01/98	SL	3	2,287	2,287	0
LABEL PRINTER	03/01/00	SL	3	2,000	2,000	0
HUB-24 PORT	11/01/99	SL	3	850	850	0
HUB-24 PORT	12/01/99	SL	3	850	850	0
HARD DRIVE	11/01/97	SL	3	1,596	1,596	0
LABEL PRINTER	08/01/93	SL	3	1,696	1,696	0
HARD DRIVE	04/01/99	SL	3	519	519	0
LASER JET	12/01/99	SL	3	378	378	0
LAP TOP	08/01/99	SL	3	1,851	1,851	0
LAP TOP	10/01/99	SL	3	1,429	1,429	0
AIR CARD COMPUTER	11/06/00	SL	3	541	541	0
PRINTERS-2	12/06/00	SL	3	635	635	0
CARD MOB.COMP	12/06/00	SL	3	457	457	0
COMPAQ COMP-8	04/30/01	SL	3	11,079	11,079	0
COMPUTER CABLE	07/13/01	SL	3	7,514	7,514	0
LAPTOP	08/15/01	SL	3	9,374	6,770	2,604
COMPAQ COMPUTER	10/12/01	SL	3	3,974	3,974	0
DELL COMPUTERS (2)	05/16/02	SL	3	3,067	2,385	682
DIGITRAX PRINTER	04/15/02	SL	3	2,157	1,733	424

EXHIBIT J – Page 7 of 7

MCBC FIXED ASSET SCHEDULE

BUILDING & IMPROVE.						
ASSET	DATE	METH	YRS	COST	ACCUM	NET VALUE
ROOM	07/01/99	SL	39	6,711	889	5,822
BLDG/IMPROVEMENTS	09/01/97	SL	39	1,354,096	243,041	1,111,055
BUILDING IMPROVEMENT	10/12/00	SL	39	26,028	2,514	22,514
STAIRWELL	12/03/01	SL	39	8,937	630	8,307
LIGHTING- CENTER	05/29/03	SL	39	5,733	208	5,525
Lakewood Office	07/20/84	sl	5	36,183	7,468	28,715
TOTAL BUILDING/IMPROV				\$1,436,688	\$254,750	\$1,181,938
VEHICLES						
ASSET	DATE	METH	YRS	COST	ACCUM	NET VALUE
VAN	05/01/90	SL	7	20,948	20,948	0
MINI VAN	12/01/98	SL	7	22,594	18,561	4,033
BLOODMOBILE- 2 SMALL	04/01/98	SL	7	82,200	75,351	6,849
MOBILE UNIT	11/21/00	SL	7	141,089	72,225	68,864
SECURITY SYS- VAN	12/28/00	SL	7	605	323	282
BUS LIFT	09/05/02	SL	7	3,495	998	2,497
Bus Generator	09/05/03	SL	7	6,000	857	5,143
AIR UNIT- Mobile	07/22/04	SL	7	925	22	903
TOTAL VEHICLES				\$277,856	\$189,283	\$88,593
SUBTOTAL				\$2,559,703	\$1,116,040	\$1,444,663
LEASED COMPUTER	08/19/29	SL	5	\$93,387	\$93,387	\$0
TOTAL FIXED ASSETS				\$2,653,090	\$1,208,427	\$1,444,663
LAND				\$76,375		\$76,375
GRAND TOTAL				\$2,729,465	\$1,208,427	\$1,521,038