

N50067

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300118413163

RECEIVED

08 FEB 26 AM 10:35

DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

08 FEB 26 AM 11:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
G. Deulietta FEB 26 2008



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 460056 4612404

AUTHORIZATION :

[Handwritten signature]

COST LIMIT : \$ 78.75

ORDER DATE : February 26, 2008

ORDER TIME : 9:44 AM

ORDER NO. : 460056-005

CUSTOMER NO: 4612404

ARTICLES OF MERGER

NORTHWEST FLORIDA BLOOD
CENTER, INC.

INTO

FLORIDA BLOOD SERVICES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX_____ CERTIFIED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

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>
Northwest Florida Blood Center, Inc.	Florida	700414

Third: The Plan and Agreement of Merger is attached.

Fourth: The merger shall become effective on the filing of the Articles of Merger with the Florida Department of State.

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION

SECTION I

The plan of merger was adopted by the members of the surviving corporation on the 24th day of FEBRUARY, 2008. 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 the 15th day of February 2008. The vote of the members was unanimous.

FILED
08 FEB 26 AM 11:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

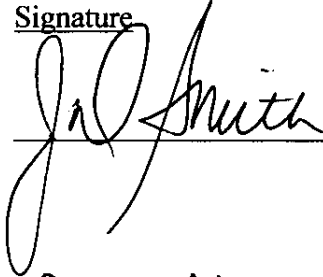
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

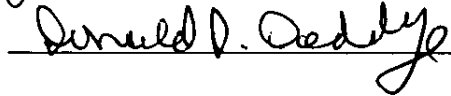
Typed or Printed Name of
Individual and Title

Northwest Florida Blood
Center, Inc.



Dr. J. D. Smith
President,
Board of Directors
Date: 2/15/08

Florida Blood Services, Inc.



Donald D. Doddridge
President, C.E.O.
Date: 2/20/08

PLAN AND AGREEMENT OF MERGER
OF
NORTHWEST FLORIDA BLOOD CENTER, INC.
AND
FLORIDA BLOOD SERVICES, INC.

This Plan and Agreement of Merger (the "Plan of Merger"), dated as of the 20th day of FEBRUARY, 2008 is entered into by and between Northwest Florida Blood Center, Inc., a Florida not-for-profit corporation ("Northwest" or "Merging Corporation") and Florida Blood Services, Inc., a Florida not-for-profit corporation ("FBS" or "Surviving Corporation"), with respect to the merger of Northwest with and into FBS. Northwest and FBS are sometimes referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, FBS and Northwest deem it advisable and in their respective best interests to merge Northwest 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 Northwest, 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 Northwest 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, Northwest 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 Northwest 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 the Northwest service area prior to the merger will continue to be carried on by the Surviving Corporation. The operations of the Surviving Corporation in the Northwest service area will be conducted in the name of Northwest Florida 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. 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 the Northwest service area expires during the six-year period, the Community Advisory Board will be asked to provide a person from the Northwest service area 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 the Northwest service area to serve as director within thirty (30) days of the Surviving Corporation's written request, the

Surviving Corporation may replace the Northwest service area director with anyone of its choice without regard to whether the person lives in Northwest service area. 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 Northwest service area to provide input to the Surviving Corporation's board of directors concerning staff, advertising and fund raising for the Surviving Corporation's facilities in Northwest service area. 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 the 20th day of FEBRUARY, 2008.

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, 6.5 and 6.6 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 Northwest**

Northwest 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.** Northwest is a not-for-profit corporation duly organized, validly existing with an active status under the laws of the State of Florida. Northwest 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 Northwest's business does not require it to be licensed or qualified to do business as a foreign corporation in any jurisdiction. Northwest 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 Northwest. The execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by Northwest have been duly authorized by all necessary action on the part of Northwest. No other action on the part of Northwest 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 Northwest, upon due execution and delivery thereof, shall constitute valid and binding obligations of Northwest, enforceable against Northwest in accordance with their respective terms.

2.2 **Absence of Default.** To the best knowledge of Northwest, the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by Northwest 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 Northwest 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 Northwest assets under: (a) any term or provision of the Articles of Incorporation or Bylaws of Northwest; (b) any material contract, lease, purchase order, agreement, indenture, mortgage, pledge,

assignment, permit, license, approval or other commitment to which Northwest is a party or by which Northwest 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 Northwest is subject.

2.3 Litigation. To the best knowledge of Northwest, Northwest 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 Northwest, 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 Northwest, its officers, directors, employees, or agents.

2.4 Compliance with Laws. To the best knowledge of Northwest, Northwest 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 Northwest do not survive closing.

ARTICLE III

Representation and Warranties of FBS

FBS represents and warrants to Northwest, 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. Northwest 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 20th day of February, 2008 (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 Northwest or FBS, and neither Northwest 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. Northwest 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. Northwest 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 Northwest service area 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 Northwest service area for a period of six years beginning with the date of the merger, the assets described in Exhibit J shall be distributed to the NFBC 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 Northwest:

Northwest Florida Blood Center, Inc.
Attention: Eugene E. Roberts, Jr., CEO
1999 East Nine Mile Road
Pensacola, FL 32514

With a copy to:

Bill McEachern, Jr., Esq.
Moulton McEachern & Walker
5041 Bayou Boulevard, Ste #300
Pensacola, FL 32503

If to FBS:

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

With a copy to:

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.

NORTHWEST FLORIDA BLOOD
CENTER, INC.

By: 

Dr. J. D. Smith, President
Board of Directors

FLORIDA BLOOD SERVICES, INC.

By: 

Donald D. Doddridge, C.E.O.

EXHIBITS

<u>NUMBER</u>	<u>NAME</u>
A	Articles of Incorporation of Florida Blood Services, Inc.
B	Bylaws of Florida Blood Services, Inc.
C	List of persons who shall serve as directors of the Surviving Corporation
D	List of persons who shall serve on the Surviving Corporation's Executive Committee
E	Officers of the Surviving Corporation
F	Initial members of the Community Advisory Board
G	Form of Articles of Merger
H	Pending lawsuits, proceedings, actions, etc. of Northwest Florida Blood Center, Inc.
I	Pending lawsuits, proceedings, actions, etc. of Florida Blood Services, Inc.
J	Assets

EXHIBIT A

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 Jeffords 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'Brien
Patricia Celeste Boile

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

STATE OF FLORIDA
COUNTY OF PINELLAS

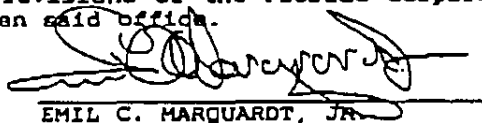
I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, EMIL C. MARQUARDT, JR., to me personally known to be the individual described in and who executed the foregoing instrument or who has produced N/A as identification 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 Celeste Boile
Name Patricia Celeste Boile
Notary Public
My Commission Expires:

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENTACKNOWLEDGMENT:

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 outdated 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 ABoard@) 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. The Chairman of the Board of Florida Blood Services Foundation shall be a voting member of the Board of Directors of Florida Blood Services, Inc.

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 of sale or 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, Nominating Committee, Education and Research Committee and Audit 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 be 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 Audit Committee. The Audit Committee is to assist the Board of Directors in the oversight of the integrity of the financial statements of the Corporation, annual independent audit process, the Corporation's systems of disclosure controls and procedures and internal accounting and financial controls, the qualifications, independence and performance of the Corporation's independent auditor, the performance of the Corporation's internal audit department, the Corporation's compliance with legal and regulatory requirements and the Corporation's ethics policy. The Committee shall regularly report to the Board. The Board Chairman shall designate the Chairman of the Audit Committee.

Section 5.10 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 5.11 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

FLORIDA BLOOD SERVICES, INC. BOARD OF DIRECTORS 2008

John C. Babka, M.D.
101 Palmetto Road
Belleair, FL 33756
(727) 581-1579

E-Mail: jbabka@tamapbay.fl.com

Roy Bertke
2962 Stockwood Drive
Clearwater, FL 33761
(727) 712-3104

E-Mail: rdbertke@msn.com

Dick Clarke
201 Fifth Avenue Drive East
Bradenton, FL 34208
(941) 748-8080 FAX: (941) 748-3316 E-Mail: dickc@znseng.com

Dick Crippen
One Tropicana Drive
St. Petersburg, FL 33705
(727) 825-3412 FAX: (727) 825-3245 E-Mail: dcrippen@devilrays.com

Benjamin Damsker, II
Smith Barney
18167 US 19 North, Suite 580
Clearwater, FL 33764-6574
(727) 507-5700 FAX (727) 507-5757 E-Mail: Benjamin.damsker@smithbarney.com

Don Doddridge
Chief Executive Officer
Florida Blood Services, Inc.
PO Box 22500
St. Petersburg, FL 33742-2500
(727) 568-1162 FAX (727) 568-1177 E-Mail: Ddoddridge@fbsblood.org

Florida Blood Services, Inc.
Board of Directors

Ricardo L. Gilmore
Saxon and Gilmore, PA
201 E. Kennedy Blvd., Suite 600
Tampa, FL 33602
(813) 314-4500 FAX (813) 314-4501 E-Mail: rgilmore@saxongilmore.com

William E. Hale, M.D.
2307 Jones Court
Dunedin, FL 34698
(727) 733-3048 FAX (727) 736-3668 E-Mail: wmehale@pol.net

John W. Hamilton
Bradham, Blevins & Bayliss, P.A.
4141 Central Avenue
St. Petersburg, FL 33713
(727) 322-1739 FAX (727) 322-1239 E-Mail: hamke4nvn@earthlink.net

Harold L. Harkins, Jr.
Harkins Investments, Inc.
2803 West Busch Boulevard, Suite 112
Tampa, FL 33618-4517
(813) 933-7144 FAX (813) 933-6393 E-Mail: harold@harkinsoffice.com

Rogers K. Haydon, Jr.
Haydon-Rubin Development Inc.
4592 Ulmerton Road, Suite 100
Clearwater, FL 33762
(727) 539-0777 FAX (727) 536-6852 E-Mail: r.haydon@haydonrubin.com

Brian Keenan, CEO and President
Fifth Third Bank of Tampa Bay
201 East Kennedy Blvd, Suite 2000
Tampa, FL 33602
(813) 306-2453 FAX (813) 306-2523 E-Mail: brian.keenan@53.com

Florida Blood Services, Inc.
Board of Directors

Martha L. Kehm
1909 Beach Drive, SE
St. Petersburg, FL 33705
(727) 709-9289

E-Mail: marthakehm@mac.com

Allen Langford
430 8th Avenue West
Palmetto, FL 34221
(941) 722-2992 FAX (941) 721-8323

E-Mail: allen@manateeriverbank.com

Eloise Turner Lisch
215 25th Street West
Bradenton, FL 34205
(941) 747-7274

E-Mail: bele1378@aol.com

Nancy E. Loehr, CIG Manager
Progress Energy
PO Box 14042
Mail Code PEF 122
St. Petersburg, FL 33733
(727) 820-4400 FAX (727) 820-4466

E-Mail: Nancy.Loehr@pgnmail.com

Erik Matheney
Hill, Ward & Henderson
101 East Kennedy Boulevard, Suite 3700
Tampa, FL 33601
(813) 221-3900 FAX (813) 221-2900

E-Mail: ematheney@hwhlaw.com

Florida Blood Services, Inc.
Board of Directors

Nancy S. McWilliams
Seniors in Service
1306 West Sligh Avenue
Tampa, FL 33604
(813) 932-5228 Ext. 226 FAX (813) 932-9604 E-Mail: NMcWilliams@seniorsinservice.org

Don O'Leary
6577 Waters Edge Way
Lakewood Ranch, FL 34202
(941) 907-1227 E-mail; donoleary@aol.com

Jerry Quinlan
3825 Henderson Blvd., Suite 307
Tampa, FL 33629
(813) 639-1527 FAX (813) 639-1617 E-Mail: Jerryat54@hotsheet.com

Karen Seel
315 Court Street, Fifth Floor
Clearwater, FL 33756
(727) 464-3278 FAX (727) 464-3022 E-Mail: Kseel@tampabay.rr.com

MaryEllen Shown
Bight House Networks
5413 E SR 64
Bradenton, FL 34208
(941) 345-1362 FAX (941) 345-1374 E-Mail: maryellen.shown@mybighthouse.com

Lawrence Stagg, Esquire
401 E Jackson Street, Suite 1700
Tampa, FL 33602
(813) 223-3130 FAX (813) 228-7364 E-Mail: staggadr@verizon.net

Florida Blood Services, Inc.
Board of Directors

Christopher S. Stiles
319 Rafael Boulevard, NE
St. Petersburg, FL 33704
(727) 823-5870

E-Mail: ecscss@aol.com

Juan A. Vega, Jr., Sr. Vice President
Carter Oncore International
4211 West Boy Scout Blvd., Suite 520
Tampa, FL 33607
(813) 813-387-1704

E-Mail: jvega@carterusa.com

Steven Uebel
2379 Broad Street
Brooksville, FL 34604
(1-800-423-1476 x4718) FAX (1-352)754-6875 E-Mail: steve.uebel@swfwmd.state.fl.us

Mark D. Vaaler, M.D. Vice President, Medical Affairs
St. Joseph's Baptist Health Care
3001 W. Martin Luther King Blvd.
Tampa, FL 33607
(813) 870-4020 FAX (813) 870-4639 E-Mail: Mark.Vaaler@BayCare.org

Florida Blood Services, Inc.
Board of Directors

Dr. J.D. Smith
4020 Gallahad Road
Pensacola, FL 32514

John "Buz" Windham, Esq.
Beggs & Lane
P.O. Box 12950
Pensacola, FL 32591

Capt. Mark Noon
814 Sparkleberry Cove
Niceville, FL 32578

*The following persons will be added to the Board of Directors when the Corporate Bylaws are amended to add three additional board positions:

Bill Gibson
Gibson Allcott & Co
222 E. Intendencia Street
Pensacola, FL 32501

Dr. P.C. Wu
3960 Potosi Road
Pensacola, FL 32504

Clyde Parazine
8421 Millstream Drive
Pensacola, FL 32514

EXHIBIT D & E

**FLORIDA BLOOD SERVICES, INC.
EXECUTIVE COMMITTEE**

2007 - 2008

Roy Bertke, Board Chairman

Rogers K. Haydon, Immediate Past Board Chairman

Don Doddridge, President

Dick Clarke, Vice Chairman

Harold L. Harkins, Jr, Treasurer

Erik Matheney, Secretary

EXHIBIT F

John "BUZ" Windham

Father Jack Gray

Timothy Lambert

Jeanne Prange

Theo Baars III

Ruth Carpinella

Steve Fifer

William Gibson

John Griffing

Joel Mooneyham

Dr. Jimmy Jones

J.D. Smith

Bill Spain, MS, CCSP

Gary Watson

Phil Woolley

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>
Northwest Florida Blood Center, Inc.	Florida	700414

Third: The Plan and Agreement of Merger is attached.

Fourth: The merger shall become effective on the filing of the Articles of Merger with the Florida Department of State.

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION

SECTION I

The plan of merger was adopted by the members of the surviving corporation on the 24th day of FEBRUARY, 2008. 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 the 15th day of February 2008. The vote of the members was unanimous.

EXHIBIT H

NORTHWEST FLORIDA BLOOD SERVICES

ACTIVE LEGAL CASES

February 21, 2008

As of the above date, Northwest Florida Blood Center is not a party in any active legal actions, cases, or lawsuits.

EXHIBIT I

FLORIDA BLOOD SERVICES

ACTIVE LEGAL CASES

CONNIE HENDRY vs. MANATEE COMMUNITY BLOOD CENTER – 03/07/05

ROBERTA FRANCEK – 10/24/07

**A-R FUNDING, as assignee of MINI VACATIONS vs. FLORIDA BLOOD
CENTER FOUNDATION – 11/13/07**

59-0714811
01/01/2007 - 12/31/2007
Sorted: General - Class

NORTHWEST FLORIDA BLOOD CENTER, INC. [NDEE]
Net Book Value - Depreciation
Financial
01/01/2007 - 12/31/2007

EXHIBIT J cont.

frame relay	000504	File Server	FFE	Portable Beds (P'cola)	607
000480	(1) Computer FW Recruiting	000528	000553	582	Computer VP, Don Ops
donomatics (3)	000505	Donor Beds for Pace	Photo ID System	Ice Machine (Umail)	608
000481	(1) Computer Asst. Dir Donor Col	534	000554	583	Computer OA
instacol	000506	Copier (Z201-Admin)	Copier (Recruitment)	Ice Machine (Ft. Walton)	609
000482	Laptop for Panama City	000533	000555	584	Copier Ft. Walton
accounting computer (Payroll upgrade)	000507	Copier (Z201-Recruitment)	Jewett Refrigerator (U. Mail)	FBS Windows Lab Interface	610
000483	Laptop for Pensacola	000534	000556	585	Privacy Screens
computers for ancillary services (3)	000508	AS/400 Purchase from SCBC	Laptop (U. Mail)	4 Donomatics	611
000484	Message on Hold - Pensacola	000535	000557	586	Lab A/C Unit
donomatic	000509	Refrigerator (Lab)	Laptops (4-BBCS 4.5)	Computer for FW Site Mgr	612
a/c for downstairs lab	000510	000536	000558	587	Scanner
000486	Folding Machine	Platelet Incubator (Lab)	Computers (FD&HOST)-FW	588	7 Computers
Laptop for Panama City	Computer/Compliance Asst.	Platelet Agitator (Lab)	000537	Computer w/s for lab	614
000487	000511	000538	Computers (FD&HOST)-PC	589	Phone System
digital camera	Ice Machine (Ft. Walton)	PC Computers (10)	000560	File Server	615
000488	000512	000539	Computers (FD & Host) Pcola	590	Laptop Computer
anti-virus software	(4) Donor Beds/2 Cabinets (GB)	UPS for AS/400	000561	Zebra Label Printer	616
000489	000513	000540	Computers (2 replacements)	591	3 Computers
(9) Compaq Computers and Monitors	Message on Hold-Pace	Ice Machine (Lab)	000562	4 Tubbing Sealers	617
000492	000514	000541	Computers (2 replacements)	592	4 Tube Sealers (Lab)
Incubator	Laptop for Gulf Breeze	AS/400 Installation	000563	2 Mobi Carts	618
000493	000515	000542	Phone Systems FW	593	1 Tube Sealer (D/C)
Power Point Projector	Computer	Mailing System	000564	1 W/S for Alyx	619
000494	000516	000543	Donor Beds (4) & W/s (2)U. Mail	594	Laptop Computer
Tape Backup Unit	Temp Recorder/Alarm (GB)	Ice Machine (Panama City)	000565	Compag Comp for FW Mgr	620
000495	000517	000544	Sign at Ft. Walton	595	3 Computers
(2) Sealers for Lab	(4) Donomatics	PC for Panama City	000566	Hematology Analyzer	622
000496	000518	000545	Laptop (Pensacola)	596	One Computer
Power Point Laptop	Message on Hold-Gulf Breeze	MDI (ABC Video)	000567	AS400	623
000497	000519	000546	2 Computers (Maint. & Acctg)	598	A/C for Portable Trailer
Labeling Standalone System (ISBT)	Furniture (Asst. Dir. Donor Coll)	Computer Server	000568	Generator for Bloodmobile	624
000498	000520	000547	Srredder (Z201)	Unassigned	Helmer Centrifuge
Zebra Z-4000 Printer (ISBT)	Message on Hold - Ft. Walton	Computer (1)	000569	Blood Refrig. Thomas Build.	000628
000499	000521	000548	(4) Computers	602	Laptop
(6) LS4004 Scanners (ISBT)	Apheresis UPS (3)	000549	000570	Blood Refrig. Gulf Breeze	000629
000500	000522	Computer (OSS)	Fax for Panama City	603	Computer
Computer for Medical Director	Workbench for IS	000549	000571	Body Puppet Mascot Costume	000630
000501	000523	Bar Code Scanner	Digital Camera	604	OSS# 2 Computer
(3) Zebra Printers (ISBT)	Copier for Panama City	000550	000572	3 Desktop Computers	000631
000502	000525	Fax Machine (Z201)	Laptop	605	BBCS Lab Interface
TCP/IP Server Software (ISBT)	Novell File Server	000551	000573	2 Compaq Computers	000632
000503	000526	Laptops (2)	Firewall	606	Computers
(4) Gateway Computers (ISBT)	(1) Computer PC Recruitment	000552	000574	2 Alyx Mobile Carts	000633
	000527	Hemastat II (U. Mail)	000575		

59-0714811
01/01/2007 - 12/31/2007
Sorted: General - Class

NORTHWEST FLORIDA BLOOD CENTER, INC. [NDEE]
Net Book Value - Depreciation

Financial
01/01/2007 - 12/31/2007

EXHIBIT J cont.

DONOR CHAIR	000259	TV & VCR (3)	000336	5 DRAWER FILE CABIN	000395
000230	000261	000302	PLATELET AGITATOR	000366	COBE APHERESIS MACH
WATER SYSTEM FOR LAB	PANEL DIVIDERS	HEMATRONS (2)	000337	IRRADIATOR	000396
000231	000262	000303	UPS	000367	LASER JET PRINT ACCT
DOUBLE DOOR REFRIGER	WORKSTATIONS (2)	HEMATSTATS (2)	000338	HEMATRON ECCBC BLOOD	000399
000232	000263	000304	UPS	000368	ACCOUNTING COMPUTER
2 COMPUTERS/PRINTERS	INSTACOOOL FREEZER	WEDGE READER	000339	(4) BARCODE READ BBC	000405
000233	000264	000305	UPS	000370	WESTERN STAR COMP
4 DONOR CHAIRS	PLATELET AGITATOR	DONOR CHAIRS-CCBC(4)	000340	(3) LAPTOPS FOR BBCS	000406
000234	000265	000306	TV/VCR FOR CCBC	000372	FAX/MODEM SERVER
OFFICE FURNITURE	DESK	SUPPLY CABS-CCBC(3)	000341	(4) BARCODE RDS BBCS	000407
000235	000266	000307	TV/VCR FOR CCBC	000373	HEMATASTAT II TOMBUS
MALING MACHINE	FILE CABINET	COUCH, CHRS, DINE-CCBC	000342	(4) DOT MAT PRINT BBC	000409
000236	000268	000308	DESK WITH PANELS	000374	HEMATASTAT II PACE
OFFICE FURNITURE	SEALER	MISC EQUIP-CCBC	000343	4-BUBBLEJET PRINT BBC	000410
000237	000270	000309	FURN FOR EXEC SECY	000375	AUTO SEALER TOM BUS
TELEPHONE SYSTEM	SHELVING	XEROX DOC WKCTR 250	000344	JEWETT REFRIGERATOR	000411
000239	000282	000310	BICRON SURVEY METER	000376	AUTO SEALER PACE
BACKUP/FAX MODEM	FLING CABINET	COLOR PRINTER	000345	TEMPERATURE RECORDER	000412
000240	000284	000311	JC GIBBONS CUST SV	000377	TELEPHONE SYS PACE
GENERATOR REPAIR/OVE	CIRCUIT TRACER	DESKJET PRINTER	000346	CELL-DYN EQUIP BUYOU	000413
000241	000286	000312	LCD PANEL FOR TRNING	000379	LAPTOP PACE
CHAIRS FOR LOBBY	TABLE&CHAIRS-CANTE	REFRIGERATOR-CCBC	000347	CONVERSION SOFT BBCS	000415
000243	000287	000313	CONFERENCE ROOM FURN	000380	TEMP RECORDER COMPLA
OFFICE FURN-MR.ROBER	HARRIS RBC FREEZER	APERESIS MACHINE-CCB	000349	TUBE SEALER	000416
000245	000288	000314	2 GIG DISK DRIVE W/S	000381	COMPLANCE SOFTWARE
HEMATOSTAT	STACKING CHS/DES/CRE	SHELVING	000350	PRINTER FOR LAB DIR	000417
000247	000289	000317	GENERATOR BREAKER	000351	CD-ROM WRITER
SUPPLY ANNEX	2.5 DRAWER FILE	000320	A/C FOR DP/CR	000354	SUPPLY CABINET PACE
000249	000293	000320	LAPTOP COMPUTER	000355	000419
STERILE CONNECTING D	UPS 1400	000323	COMPUTER SYSTEM-HDWR	000356	RISC AS400
000250	000295	000327	UPS FOR APHERESIS	000357	COMPS FOR FW & PC
DESKS (5)	MAGNAVOX	000329	COPIER FOR ECCBC	000358	NOVELL UPGRADE
000251	000296	000330	TAPE BACKUP FOR CCBC	000359	LAB TESTING DNL0AD C
FILE CABINET	TRAILER&BBO GRILL	000331	DRY ICE MAKER FOR NW	000360	JEWETT REFRIG PACE
000252	000297	000332	DONOR CHAIRS (2)	000361	000424
DESK	AIR COMPRESSOR	000333	000334	COPIER FOR CCBC	FURNITURE PACE
000255	000298	000334	WEDGE READER FOR LAB	000364	DONOR BEDS PACE
HEMATASTATS	TELE SYS FOR CCBC	000335	PLATELET AGITATOR	000365	DESKWORKCENTER PACE
000256	000299	000336			000427
DESK	UPS (4)				
000257	000300				
CELL WASHER	ICE MACHINE				
000258	000301				
FILE CAB, DESK, STOR					

59-0714811
01/01/2007 - 12/31/2007
Sorted: General - Class

NORTHWEST FLORIDA BLOOD CENTER, INC. [NDEE] Net Book Value - Depreciation

Financial
01/01/2007 - 12/31/2007

EXHIBIT J cont.

GENERATOR	000005	REFRIGERATOR	000047	RH VU BOX	000113	SIRCO BOOKCASE	000191
KELVIN FRIG	000010	5 VIEW BOXES	000048	PLATELET ROTAT	000116	GR CHAIR	000192
BLOOD FREEZER	000011	BOOKCAS DESK CH	000049	TEMP MONITOR	000117	SIDE ARM CHAIR	000193
FROZEN BLOOD CP	000012	CELL WASH +DIST	000050	MIC CAPIL READR	000085	ELECTRIC SCALES	000194
3-7 DRAWER CARD	000013	TEST TUBE VW+CN	000051	HEMATOCRIT CENT	000088	TEMPERATURE MONITOR	000195
AIR COND	000014	2-OPTICAL MICRO	000053	PLAT AGITATOR	000089	ICE MACHINE	000196
FILE CABINET	000015	JEWITT FRIG	000054	HEMOTOCRIT CENT	000090	CALCULATOR	000197
BLOOD CELL PROC	000016	SEROFUGE	000055	BLOOD FREEZER	000092	VERIF TOOL CLAMP A	000198
TAB FILE CABN	000018	ELLIPT PLAT ROT	000056	CENTRI #8900710	000093	AIR COND. FOR MOBILE	000199
FILE CABINET	000019	VARI SPEED ROT	000057	CENTRI #8900711	000094	CHAIRS FOR LAB	000200
7 DRAWER CARD FIL	000020	MULTI TRAY TABL	000058	STERILIZER	000095	CALCULATOR	000201
FILE CABINET	000021	SAFE	000060	PLATELET AGITAT	000096	CASSETTE REC	000203
FILE CABINET	000022	5 FILE CABINETS	000061	RECORD THERMO	000097	LAB AREA CIRCUI	000206
SEROFUGE II (6)	000023	SCM 8000 TYPRAWR	000062	RECORD THERMO	000098	STENCILING	000207
		GENERATOR	000063	TEMP MONITOR	000099	LAWN MOWER	000208
		TEMPERATURE REC	000064	HEMATRON	000103	ROTATOR ALICUOT MIXE	000209
		SEROFUGE 5-HEAD	000041	7-DAY RECD THER	000104	OFFICE WAGON	000211
		RCA COLOR TV	000042	RH VIEWBOX-INV	000105	CALCULATOR	000213
		TEMP RECORDERS	000043	VIN+BASE MOBL-U	000108	UTILITY CART	000214
		OVERHEAD PROCT	000044	A/C PHERESIS	000109	2 MICROWAVES	000215
		LATERAL FILE CA	000045	MINI SHAKER	000110	STROBE TACHOMETER	000216
		TEMP MONITOR	000046	VORTEX MIXER	000111	3 EXECUTIVE CHAIRS	000217
		DONORMATIC	000079	WATER BATH	000112	FAX MACHINE	000227
				WBFL LOCKFILES	000150	FILE CABINET	000229
						CELL-DYN ANALYSER	